

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

KENTUCKY UTILITIES COMPANY	)	
REVISED SPECIAL CONTRACT WITH	)	CASE NO. 2003-00137
NORTH AMERICAN STAINLESS, L.P.	)	

COMMISSION STAFF'S DATA REQUEST  
TO KENTUCKY UTILITIES COMPANY

Pursuant to 807 KAR 5:001, Commission Staff requests that Kentucky Utilities Company ("KU") file the original and 5 copies of the following information with the Commission within 14 days of the date of this request, with a copy to all parties of record. Each copy of the information requested should be placed in a bound volume with each item tabbed. When a number of sheets are required for an item, each sheet should be appropriately indexed, for example, Item 1(a), Sheet 2 of 6. Include with each response the name of the witness who will be responsible for responding to questions relating to the information provided. Careful attention should be given to copied material to ensure its legibility. 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.

1. Is it true that prior to March 30, 2003 KU had on file with the Commission only the original contract to serve North American Stainless ("NAS") which provided that none of NAS's billing demand was firm? If no, explain in detail.

2. Is it true that from approximately June 1, 2002 through approximately April 30, 2003 KU billed NAS at a firm demand level of 2000 kW? If no, explain in detail.

3. Is it true that at no time between approximately June 1, 2002 and approximately April 30, 2003 did KU have on file with the Commission any contract or rate for service to NAS which provided for a firm billing demand of 2000 kW? If no, explain in detail and provide copies of the contract or rate on file.

4. Is it true that KU executed the revised contract with NAS on February 25, 2003? If no, explain in detail when KU executed the revised contract and provide all supporting documentation of the date.

5. Refer to KU's comparison of billing to NAS ("NAS billing") which shows 2000 kW as billed, 1800 kW modified contract, and 0 kW original contract, and was filed by KU on July 15, 2004. Is it true that if the revised contract with NAS is accepted retroactively to June 1, 2002 as proposed, KU will revise each monthly billing to NAS for service rendered from June 1, 2002 through approximately December 2003? If no, explain in detail why revising the firm billing demand to NAS from 2000 kW to 1800 kW will not result in revised monthly billings as shown on the NAS billing.

6. Is it true that for each month that KU rendered service to NAS from approximately June 1, 2002 through at least approximately April 30, 2003, KU charged, collected, and received a greater or less compensation than that prescribed in the NAS original contract on file with the Commission and NAS received service from KU for a greater or less compensation than that prescribed in such contract? If no, explain in detail.

7. Is it true that if the NAS revised contract is made effective retroactively to June 1, 2002 as proposed, KU's monthly charges to NAS for each month from approximately June 1, 2002 through approximately April 30, 2003 would be different than the charges previously billed for those months under the NAS original contract and the monthly compensation paid by NAS to KU for each of those months would be different than the compensation previously paid by NAS under the NAS original contract? If no, explain in detail.

8. For each of the following time periods, state whether KU believed that NAS had the capability to interrupt 100 percent of its load:

a. When the original contract with NAS was negotiated and entered into.

b. All times subsequent to entering into the original contract with NAS.

9. If the answer to Item 8(a) is yes and Item 8(b) is no, describe in detail the facts that supported KU's belief that NAS did not have the capability to interrupt 100 percent of its load and state when this belief began and when, if ever, it ended.

10. Did KU renegotiate and enter into the revised contract with NAS to correct a mistake of fact by KU regarding the capability of NAS to physically interrupt its load?

Explain the response.



Beth O'Donnell  
Executive Director  
Public Service Commission  
P. O. Box 615  
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DATED: November 17, 2004

cc: Parties of Record