

requests between the time of the response and the time of any final Order in this case.

4. All answers must be separately and fully stated in writing under oath.
5. Where a Request for Information calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.
6. For purpose of these discovery requests, the following terms shall have meanings set forth below:

- (a) As used herein, “document,” “documentation” and/or “record,” whether stated as the singular or the plural, means any course of binders, book, pamphlet, periodical, letter, correspondence, memoranda, including but not limited to, any memorandum or report of a meeting or telephone or other conversation, invoice, account, credit memo, debit memo, financial statement, general ledger, ledger, journal, work papers, account work papers, report, diary, telegram, record, contract, agreement, study, draft, telex, handwritten or other note, sketch, picture, photograph, plan, chart, paper, graph, index, tape, data processing card, data processing disc, data cells or sheet, check acceptance draft, e-mail, studies, analyses, contracts, estimates, summaries, statistical statements, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, trade letters, comparisons, brochures, pamphlets, circulars, bulletins, notices, forecasts, electronic communication, printouts, all other data compilations from which information can be obtained (translated if necessary by defendants into usable form), any preliminary versions, drafts or revisions of any of the

foregoing, and/or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced and regardless of origin or location, in the possession, custody and/or control of the defendant and/or their agents, accountants, employees, representatives and/or attorneys. "Document" and "record" also mean all copies of documents by whatever means made, if the copy bears any other markings or notations not found on the original.

- (b) The terms "relating to," "referring to," "referred to," "pertaining to," "pertained to" and "relates to" means referring to, reporting, embodying, establishing, evidencing, comprising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting and/or constituting and/or in any way involving.
- (c) The terms "and," "or," and "and/or" within the meaning of this document shall include each other and shall be both inclusive and disjunctive and shall be construed to require production of all documents, as above-described, in the broadest possible fashion and manner.
- (d) The term "Company" shall mean Kentucky Power, and shall include, but is not limited to, each and every agent, employee, servant, advisor, consultant, insurer and/or attorney of Company. The term "you" shall be deemed to refer to Company.
- (e) The term "Commission" shall mean the Kentucky Public Service Commission.
- (f) To "identify" shall mean:

- (1) With respect to a document, to state its date, its author, its type (for example, letter, memorandum, chart, photograph, sound reproduction, etc.), its subject matter, its present location, and the name of its present custodian. The document may be produced in lieu of supplying the foregoing information. For each document which contains information as privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
 - (2) With regard to a natural person, to state his or her full name, last known employer or business affiliation, title and last known home address.
 - (3) With regard to a person other than a natural person, state the title of that person, any trade name, or corporate name or partnership name used by that person, and the principal business address of that person.
- (h) To “produce” or to “identify and produce,” shall mean that Company shall produce each document or other requested tangible thing. For each tangible thing which Company contends is privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
- (i) The terms “Party or Parties” shall mean any organization, person, corporation, entity, etc., which intervened in the above-captioned proceeding and shall further include the Commission Staff; and

- (j) “Mr. Wohnhas” shall refer to Ranie K. Wohnhas, Managing Director, Regulatory and Finance, Kentucky Power Company, and the “Wohnhas Testimony” shall refer to his direct testimony filed in this matter on behalf of Kentucky Power on or about May 4, 2018.

II. REQUESTS FOR INFORMATION

1. Please provide a copy of all documents that you intend to use at a hearing on the merits in this matter.
2. Please provide a copy of all workpapers prepared in conjunction with or used to support the Wohnhas Testimony and/or any response to a request for information propounded by either Riverside or Commission Staff.
3. Please provide a copy of all correspondence, e-mails, memoranda, agreements, and similar documents between or involving Kentucky Power and Riverside or Riverside’s predecessors-in-interest with respect to the facilities at issue.
4. Please provide a copy of all records (specifically including, but not limited to, memoranda, e-mails, notes, and similar documents) prepared or reviewed by Kentucky Power following Riverside’s initial and subsequent 2017 inquiries regarding the self-supply of power.
5. To the extent Kentucky Power objects to responding to all or any part of a Request for Information herein on the grounds of privilege, please provide a log identifying the full grounds of such privilege, including the factual predicate for invoking the privilege, and, in the case of any communications (whether oral or written), the persons who heard and/or read such communication.
6. Refer to Kentucky Power’s Answer. Please state all facts and identify all documents relied upon in support of Kentucky Power’s Third Defense, and particularly Kentucky

Power's statement that "...the facts as alleged in the Complaint, even if proven by Riverside, do not entitle Riverside to self-supply remotely and take service under PJM's OATT."

7. Refer to the Wohnhas Testimony, page 4, wherein Mr. Wohnhas discusses the initial appearance of Tariff N.U.G. - Non-Utility Generator ("Tariff N.U.G.") as part of Kentucky Power's Tariff.

- (a) Please explain why Kentucky Power added Tariff N.U.G. to its tariff in or around October of 2001.
- (b) Please describe in detail each time Kentucky Power has sought to amend its Tariff N.U.G.
- (c) Please provide a copy of each version of Tariff N.U.G. that has been approved by the Commission and indicate the timeframe during which each version was valid.
- (d) Please identify and describe each customer Kentucky Power has served under its Tariff N.U.G., as well as the terms and conditions of the service provided.

8. Refer to Tariff N.U.G., and specifically its opening sentence which reads, "[t]his tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intends to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company." What does Kentucky Power mean by "net electric output"?

9. When did Kentucky Power join PJM Interconnection, L.L.C. ("PJM")?

10. Does Kentucky Power's tariff conflict with or differ from PJM's Open Access Transmission Tariff ("OATT") with respect to the netting of station and start-up power? Explain in detail.

11. Please provide a copy of all records which reflect any challenge Kentucky Power has considered or made to the reasonableness of PJM's OATT self-supply provisions.

12. For each of the three (3) most recent calendar years, provide by month:

- (a) the amount of money paid by Riverside to Kentucky Power for retail, wholesale, transmission, or any other service or good; and
- (b) the amount of money Kentucky Power was paid for transmitting the power generated by Riverside and sold into PJM.

13. Refer to the Wohnhas Testimony, page 8, wherein Mr. Wohnhas discusses metering at the Zelda and Foothills sites. Explain in detail any netting of usage and generation that occurs and the basis for same.

14. Refer to Tariff N.U.G., and specifically the sentence therein, “[u]pon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company.”

- (a) Explain in detail the process by which Kentucky Power creates a written offer.
- (b) Explain whether Kentucky Power has ever provided Riverside a written offer.
- (c) Provide a sample written offer based on the historical operations at the Zelda and Foothills sites and such other reasonable assumptions as necessary (and identify each such assumption).

15. Refer to the Wohnhas Testimony, page 18, wherein Mr. Wohnhas states as follows: “[f]inally, if the Commission were to conclude that the remote self-supply provision of Tariff N.U.G. should be interpreted as Riverside urges, and it should not, the remote self-supply provision

of Tariff N.U.G. should be eliminated to eliminate any free-riding by Riverside and thereby protect the interests of the other Kentucky Power customers.”

- (a) Is it Kentucky Power’s position that the remote self-supply provision of its Tariff N.U.G. is only acceptable so long as no generator-customer seeks to proceed in accordance with its terms?
- (b) How is the so-called “remote self-supply provision” of Tariff N.U.G. supposed to work? Stated another way, assume a customer-generator is indisputably in compliance with the special terms and conditions of Tariff N.U.G.; explain in detail the service provided by Kentucky Power to that customer-generator, the amounts Kentucky Power would expect to be paid, any agreements that would be advisable or necessary involving the customer-generator and Kentucky Power, and any other relevant information.

16. Refer to the Wohnhas Testimony, pages 3-4, wherein Mr. Wohnhas discusses Kentucky Power’s amendment of Tariff N.U.G. - Non-Utility Generator (“Tariff N.U.G.”) as part of Case No. 2017-00179.

- (a) Explain in detail each and every amendment made or intended to be made to Tariff N.U.G. by Kentucky Power in Case No. 2017-00179. Include the basis for and impact of each amendment, specifically describing Kentucky Power’s opinion as to the meaning of the tariff both before and after amendment.
- (b) Please provide a copy of all documents arising from or relating to the Company’s decision to amend Tariff N.U.G.
- (c) Please provide the date when the Company first considered amending Tariff N.U.G. and explain what caused the Company to consider an amendment.

- (d) Describe and reproduce any and all portions of the record of Case No. 2017-00179 where Kentucky Power explained the reasoning behind, and/or impact of, its proposed amendments to Tariff N.U.G.

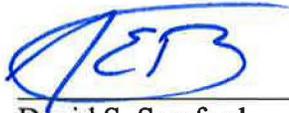
17. Refer to the Wohnhas Testimony, pages 12-13, wherein Mr. Wohnhas opines as to whether Riverside's Foothills generation facilities are on the same site as its Zelda generators.

- (a) All else being equal, explain in detail whether and why Kentucky Power's position in this matter would be different if the Zelda and Foothills facilities were:
 - i. across the street from each other;
 - ii. one (1) mile from each other; or
 - iii. fifty (50) miles from each other.
- (b) Is Kentucky Power aware of technologies that allow remote operation of combustion turbines and other equipment? Does Kentucky Power or any of its affiliated entities have any remotely-operated combustion turbines or other equipment?

18. Please explain whether Kentucky Power or any of its affiliated entities avails itself of self-supply/netting opportunities under PJM's OATT (or any other OATT or similar document) with respect to start-up and station power for owned generation resources. If so:

- (a) identify and describe the relevant generator, its location, and by whom it is owned; and
- (b) identify and describe any arrangements or agreements in place concerning the retail or wholesale rates to be paid by Kentucky Power or its affiliated entity for start-up or station power.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'DSB', is written over a horizontal line.

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