

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC ANNUAL COST RECOVERY)	
FILING FOR DEMAND SIDE MANAGEMENT)	CASE NO.
BY DUKE ENERGY KENTUCKY, INC.)	2018-00370

ATTORNEY GENERAL’S INITIAL DATA REQUESTS

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention (“Attorney General”), and pursuant to his July 9, 2019 Motion, tenders these Initial Data Requests to Duke Energy Kentucky, Inc. (“DEK” or “the Company”) to be answered by July 29, 2019 or by the date specified by a subsequent order, and in accordance with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request 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. The Office of the Attorney General can provide counsel with an electronic version of these questions, upon request.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates 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 or ambiguous, request clarification directly from Counsel for the Office of Attorney General.

(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, 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 the Office of the Attorney General as soon as possible.

(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, 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,

ANDY BESHEAR
ATTORNEY GENERAL



Kent A. Chandler
Lawrence W. Cook
Rebecca W. Goodman
Justin M. McNeil
Assistant Attorneys General
700 Capital Ave, Ste. 20
Frankfort, KY 40601-8204
(502) 696-5453
Fax: (502) 573-8315
Kent.Chandler@ky.gov
Larry.Cook@ky.gov
Rebecca.Goodman@ky.gov
Justin.McNeil@ky.gov

Certificate of Service and Filing

Counsel certifies that: (a) the foregoing is a true and accurate copy of the same document being filed in paper medium; (b) pursuant to 807 KAR 5:001 § 8(7), there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and (c) the original in paper medium is being filed with the Commission no later than the second day after this electronic filing. I further certify that the foregoing is being contemporaneously provided via electronic mail to:

Hon. L. Allyson Honaker
Allyson@gosssamfordlaw.com

Hon. David S. Samford
David@gosssamfordlaw.com

Rocco O. D'Ascenzo
Rocco.D'Ascenzo@duke-energy.com

This 15th day of July, 2019



Assistant Attorney General

Electronic Annual Cost Recovery Filing for Demand Side
Management by Duke Energy Kentucky, Inc.
Case No. 2018-00370
Attorney General's Initial Data Requests

1. Reference the direct testimony of Cindy Givens, page 4. Explain the process by which;
1) Duke Energy Kentucky employees, 2) Duke Energy Kentucky customers and 3)
Duke Energy Kentucky Shareholders, provide Wintercare contributions.
2. Reference the direct testimony of Cindy Givens, pages 5-6.
 - a. Under DEK's current proposal, provide the total annual amount shareholders
will contribute to HEA or HEA-related ventures, broken out by program.
Further, explain whether the total amount described above will be met each
year, may be met each year, or may vary or be approximate each year.
 - b. Explain and provide support for the derivation of the \$99 amount described
between lines 15-30 on page 5.
 - c. Explain how DEK will determine the amount of monthly assistance provided
to electric only or both electric and gas customers for the seven months listed.
 - d. Explain and provide support for the derivation of the \$231 amount described
between line 21 on page 5 and line 2 on page 6.
 - e. Explain how DEK will determine the amount of monthly assistance provided
to natural gas service only customers for the three months listed.
 - f. For customers receiving ongoing assistance, is there only a monthly cap, or is
there also a program year cap per customer on HEA assistance?
3. Reference the direct testimony of Cindy Givens, pages 6-7, wherein she describes the
Weatherization and Safety fund.
 - a. Provide a breakdown, by year, of the 104 low-income customers that since 2016
"were unable to take advantage of . . . weather assistance."
 - b. Provide documentation that evidences the reason for which each of the 104
customers were denied the above-described assistance.
 - c. Explain the safeguards in place to ensure the Weatherization and Safety fund
amounts are prudently spent or guarantee that additional weatherization may
be performed.
 - d. For the homes weatherized by NKCAC as part of the program funded by
Kentucky Housing Corporation, provide the average amount spent on a home
to weatherize, by year for the past five (5) years.
 - e. Are there other weatherization programs available to DEK customers other
than the one described on page 7, including, but not limited to programs
administered or funded by the Department of Energy? If so, explain.
 - f. If "The Company anticipates that approximately 20 homes will be served each
year," is it accurate to state that the Company expects an average of \$2,500 per
home to be expended under the program? What is the maximum that can be
spent on each home?
 - g. Will DEK's proposed programs be permitted to borrow from each other in the
case where one program is over-funded in a given year and another under-
funded? If so, explain.
 - h. Provide the agreement between DEK and NKCAC regarding the amount or
extent to which NKCAC shall weatherize homes with the amounts provided
by DEK.

Electronic Annual Cost Recovery Filing for Demand Side
Management by Duke Energy Kentucky, Inc.
Case No. 2018-00370
Attorney General's Initial Data Requests

4. Reference the direct testimony of Cindy Givens, Attachment B.
 - a. Explain what Energy Saver Events are.
 - b. Explain what advertisements DEK are expected to produce for its proposed HEA programs.
 - c. Provide the cost estimates and support for DEK's and NKCAC's advertisements for the proposed HEA programs.
 - d. Explain if advertising costs for the proposed HEA programs are recoverable by NKCAC and DEK.