

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF LOUISVILLE)	
GAS AND ELECTRIC COMPANY AND)	
KENTUCKY UTILITIES COMPANY FOR APPROVAL)	CASE No.
OF A SOLAR POWER CONTRACT AND TWO)	2020-00016
RENEWABLE POWER AGREEMENTS TO SATISFY)	
CUSTOMER REQUESTS FOR A RENEWABLE)	
ENERGY SOURCE UNDER GREEN TARIFF OPTION #3)	

ATTORNEY GENERAL’S INITIAL DATA REQUESTS

Comes now the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Initial Data Requests to Louisville Gas & Electric Company [“LG&E”] and Kentucky Utilities Company [“KU”][hereinafter jointly referred to as “the Companies”] to be answered by the date specified in the Commission’s Orders of Procedure, and 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 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 for the Companies 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, 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,
DANIEL CAMERON
ATTORNEY GENERAL



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Certificate of Service and Filing

Counsel certifies that the foregoing is a true and accurate copy of the same document being filed in paper medium with the Commission within two business days; that the electronic filing has been transmitted to the Commission on January 31, 2020; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

This 31st day of January, 2020.



Assistant Attorney General

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1. Explain whether the adoption of the proposed solar PPA could require increased O&M costs on the companies' existing fleet due to any increased throttling of existing generating units.
 - a. If so, explain which customers will be required to pay for any such increased O&M costs, and how such costs will be allocated in the Companies' Cost of Service Studies.
2. Explain how the proposed solar facility will not result in wasteful duplication, since the Companies' existing fleet is capable of providing all of the power needs of Toyota, Dow Silicones Corp., and the remainder of the Companies' customer load.
3. In association with the proposed solar PPA, explain whether the Companies have tendered or will have to tender any FERC filings. If so, provide any applicable FERC docket numbers.
4. Reference the Sinclair testimony at p. 10, wherein he states, "Furthermore, adding a resource sooner rather than later allows more time to learn how additional intermittent resources will impact the operation of the Companies' grid and generation fleet."
 - a. In the event the addition of the solar PPA requires additional expenditures to manage the Companies' combined grid, explain what customers will pay those expenses.
5. Reference the Sinclair testimony at p. 27. Since Toyota and Dow Silicones Corp. will be purchasing less energy under their existing tariffs, explain whether the diminished costs of providing service to these two customers will be re-allocated to other customers.
6. Reference the Application at page 7. How far will Rhudes Creek Solar need to transmit the electricity generated from its facility to the agreed delivery point?
7. Reference the Application at page 9. Explain the statement "To the extent the Companies receive additional requests for renewable energy, they will issue another Renewable RFP and undertake the same process detailed in Mr. Sinclair's testimony." Is there a threshold that any one or any combination of customers must meet or that will be economically feasible before the Companies would issue another RFP?
 - a. If so, state such a threshold and/or explain how it was determined.

Application of Salt River RECC for an Order Issuing a CPCN to Construct An Advanced Metering
Infrastructure System (AMI)
Case No. 2019-00399
Attorney General's Initial Data Requests

- b. If not, explain how the Companies will determine whether to issue another renewable RFP after customer inquiry.

8. Reference Exhibit DSS-1 at page 3. Explain the extent of the Companies' proposed real-time metering and monitoring of the renewable generation resource, and how such a provision affects the Companies' planning for generation decision-making.