

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 SUPPLEMENTAL DATA REQUESTS**

Comes now the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Supplemental 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 February 21, 2020; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

This 21<sup>st</sup> day of February, 2020.



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Assistant Attorney General

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Electronic Application of Louisville Gas And Electric Co. and Kentucky Utilities Co. for Approval of a Solar Power Contract and Two Renewable Power Agreements  
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1. How many acres will be needed by Rhudes Creek Solar, LLC to construct the solar facility?
  - a. Are all the acres located in Hardin County?
  - b. Are the acres continuous?
  - c. What is the current use of the acres, is it farmland, forest etc.? If there is more than one type of use, provide a breakdown of the different types of uses.
2. How many acres of solar panels in Kentucky would it take to equal the generation output of the Companies' Trimble-1 and Trimble-2 generating units ?
3. What will the solar panels be built on top of at the facility, grass, gravel etc.?
4. Who are the owners of the property on which the facility will be located and what is their respective acreage that they own?
5. Once construction of the solar facility is completed who will own the property?
6. If Rhudes Creek Solar, LLC is not going to be the owner of the property, upon which the solar facility operates, then explain the relationship between Rhudes Creek Solar, LLC and the owners of the property.
7. What happens to the solar panels when the lease is terminated either between Rhudes Creek Solar, LLC and LG&E-KU; or Rhudes Creek Solar, LLC and the property owners?
8. Has an environmental impact study been done on converting 850 acres into a solar facility? If so, please provide a copy of any completed environmental impact study.
9. How many acres would be needed in Arizona to produce 200 MW of solar power?
10. Have the Companies applied for all necessary permits from the Kentucky Energy and Environment Cabinet? If so, please list the permits applied for or received and provide copies of any permit applications or permits issued.
11. Explain why the RFP issued for this solar facility was for between 10 and 200 MW.
12. Did Toyota or Dow approach KU about renewable power or did KU first approach Toyota and Dow?
  - a. Regardless of who approached whom first, when did this initial approach take place?
13. Do Toyota and Dow still pay a demand base rate? Is it affected by this contract? If they are still paying a base demand rate, are they in fact paying twice for their energy?

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14. How does the recently announced agreement between Clearway Energy Group LLC, AEP Energy Partners Inc. and Toyota North America Inc. for a planned 110-MW wind farm in Mineral County, W. VA. affect Toyota's need for renewable energy under their contract with KU ?
15. Will this solar farm displace other generation? If so, explain how and what generation will be impacted?
16. Why aren't Toyota and Dow paying for 100% of the solar energy?
17. Is this solar facility necessary to meet LG&E-KU's current energy demands of their customers?
18. Are LG&E-KU willing to have solar generation guarantee its baseload requirements?
19. By a yearly average, how much will this solar facility cost the average residential customer?
20. What is driving the demand for LG&E-KU to construct generating sources of renewable power?
21. Why shouldn't LG&E-KU's shareholders pay for this renewable energy, which is not necessary to meet demand load?
22. Will this solar facility adversely affect LG&E-KU's current coal contracts? If so, explain how. What about future coal contracts?
23. For the 25 MW of solar power to be used to serve LG&E-KU's customers (excluding Toyota and Dow), compare the price (\$/MWh) to the price of the fuel source currently and/or alternatively serving those customers.
24. Discuss the basis for the fuel prices assumptions utilized in DSS-2 at page 17.
25. In the 2019 Resource Assessment at page 6, the Companies state, "the [REDACTED] from ibV was the lowest-price proposal overall." Explain that conclusion.
26. Compare the finalist proposals where nameplate capacity was [REDACTED] with the selected proposal with a focus on the price impacts to LG&E-KU's customers (excluding Toyota and Dow).

27. Compare the costs for Toyota and Dow under the selected proposal, which resulted in a \$ [REDACTED] /MWh level price, with the prices which would have resulted had one of the [REDACTED] proposals from ibV been selected.
28. Discuss how or whether the proposal accounts for heat rate improvements anticipated to result from ACE Rule implementation.
29. If the selected proposal, “almost certainly reduces energy costs with relatively modest REC pricing,” explain why proposals with greater nameplate capacity (e.g. 200 MW) were not given more serious consideration in order to extend these savings by an additional 100 MW.
30. Does levelized pricing shift tomorrow’s energy costs to today? Explain in complete detail.
31. Discuss the risk of termination and/or default of the contracts with Toyota and Dow prior to the end of the 20-year solar power contract.
32. Reference the 2019 Resource Assessment at page 21, wherein it is stated: “[d]uring the first half of the contract term, almost all of the displaced energy is from coal generation.” Displacement incrementally supports EGU closure. Discuss the potential for the closure of one or more EGUs in relation to this proposal. If that likelihood is hastened by the proposal, discuss the extent to which that schedule or potential has been changed.
33. Reference the response to AG 1-1, wherein the Companies were asked 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. The answer provided was not responsive to the question posed.
  - a. Reference also the response to PSC 1-11 (a), wherein the Companies stated, “The integration issues that can arise at some point from increasing the integration of intermittent renewable generation primarily relate to the ramping capabilities of the Companies’ existing dispatchable generation to respond to intermittent generation and the cost-effective commitment of these units to continue to reliably serve customer’s energy needs at every moment. In addition, intermittent renewables affect the operation of the transmission system both broadly and at the circuit level. Such impacts are evaluated on a case-by-case basis in the transmission studies conducted during a generator’s interconnection request process.”
    - (i) Explain whether the use of the term “ramping capabilities” as used in this response are the equivalent of the term “throttling” as used in AG 1-1.

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- (ii) Explain whether the integration of the energy from the proposed solar PPA will lead to increased ramping and/or throttling of the Companies' existing generating fleet. If so:
  - (1) Explain if the ramping / throttling will lead to increased O&M costs for the existing generating fleet; and
  - (2) identify which customers will pay for such increased O&M costs.
- (iii) Explain whether the effect of intermittent renewables on the Companies' transmission system will lead to increased transmission O&M. If so, identify which customers will pay for such increased O&M costs.