

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC JOINT APPLICATION OF)
EAST KENTUCKY POWER COOPERATIVE, INC.)
AND INTER-COUNTY ENERGY COOPERATIVE)
CORPORATION FOR APPROVAL OF AN) Case No. 2020-00193
INDUSTRIAL POWER AGREEMENT WITH)
ECONOMIC DEVELOPMENT RIDER AND)
RENEWABLE ENERGY PURCHASES)

ATTORNEY GENERAL’S SUPPLEMENTAL 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 submits these Data Requests to East Kentucky Power Cooperative, Inc. (hereinafter “EKPC”) and Inter-County Energy Cooperative, Inc. (“Inter-County”) (collectively “parties” or “companies”) to be answered by September 9, 2020 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 requested 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.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the companies receive or generate 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, please request clarification directly from undersigned 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, please identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the companies have 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, and in accordance with Commission direction.

(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, please 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.

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Respectfully submitted,

DANIEL J. CAMERON
ATTORNEY GENERAL



J. MICHAEL WEST
LAWRENCE W. COOK
JOHN G. HORNE II
ASSISTANT ATTORNEYS GENERAL
700 CAPITAL AVE, SUITE 20
FRANKFORT, KY40601-8204
PHONE: (502) 696-5433
FAX: (502) 573-1005
Michael.West@ky.gov
Larry.Cook@ky.gov
John.Horne@ky.gov

Certificate of Service and Filing

Pursuant to the Commission's Order dated March 17, 2020 in Case No. 2020-00085, and in accord with all other applicable law, Counsel certifies that, on August 27, 2020, an electronic copy of the forgoing was served and filed by e-mail to the following. A physical copy of the filing will be submitted to the Commission once the State of Emergency has ceased.

David S. Samford

david@gosssamfordlaw.com

L. Allyson Honaker

Allyson@gosssamfordlaw.com

this 27th day of August, 2020



Assistant Attorney General

ELECTRONIC JOINT APPLICATION OF EAST KENTUCKY POWER COOPERATIVE, INC. AND INTER-COUNTY ENERGY COOPERATIVE CORPORATION FOR APPROVAL OF AN INDUSTRIAL POWER AGREEMENT WITH ECONOMIC DEVELOPMENT RIDER AND RENEWABLE ENERGY PURCHASES

Supplemental Data Requests

1. Reference the response to AG DR 1-12, and the application in general. If EKPC should ever cease participating as a member of PJM (whether on an RPM basis, or as a member in general), explain whether that would increase the projected costs for transmission and Financial Transmission Rights. If so, explain whether such additional costs would flow exclusively to Diageo, or the general ratepayer base.
 - a. In the event that EKPC changes its participation in PJM from the current RPM basis to an FRR participant, would that require modifications to the proposed agreement, or perhaps an entirely new agreement? Explain.
2. In its Response to AG DR 1-1, EKPC states that, “[t]he design of the East Kentucky Power Cooperative Inc. (“EKPC”) Green Tariff assures that there is no subsidization of the Green Tariff participants by non-participants.” However, EKPC’s Green Tariff is not the only tariff through which power will be supplied according to the proposal. “Power will be supplied to Diageo by Inter-County pursuant to its Rate G - Large Industrial Customer; Rate Renewable Energy Program; Rate CS - Community Solar Power Generation; and Rate Economic Development Rider. Power will be supplied to Inter-County Energy by EKPC under EKPC’s Rate G - Special Electric Contract Rate; Rate H - Wholesale Renewable Energy Program; Rate CS - Community Solar; and Rate EDR - Economic Development Rider.” See Joint Application at 6.
 - a. Given that the proposal utilizes “an innovative combination of several existing tariffed rates to develop a tailored structure that best serves Diageo’s needs without harming the rates or services of others,” fully discuss whether the net result of the proposal under all of the aforementioned tariffs and riders results in a subsidization of Diageo by other ratepayers.
 - b. Confirm that EKPC and Inter-County will recover the variable costs for providing service to Diageo, under the terms of the proposal.
 - c. Confirm that the revenue generated under the proposal will contribute to the fixed costs of EKPC and Inter-County.