

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC JOINT APPLICATION OF)	
AMERICAN ELECTRIC POWER CO. INC.,)	
KENTUCKY POWER CO. AND LIBERTY)	CASE NO.
UTILITIES CO. FOR APPROVAL OF THE)	2021-00481
TRANSFER OF OWNERSHIP AND CONTROL)	
OF KENTUCKY POWER CO.)	

ATTORNEY GENERAL’S POST-HEARING DATA REQUESTS

The intervenor, the Attorney General of the Commonwealth of Kentucky, through his Office of Rate Intervention [“OAG”], submits the following Post-Hearing Data Requests to American Electric Power Co. Inc. [“AEP”], Kentucky Power Co. [“KPCo” or “the Company”] and Liberty Utilities Co. [“Liberty”][hereinafter jointly referenced as “Joint Applicants”] 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 OAG can provide counsel for Joint Applicants 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 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, request clarification directly from Counsel for OAG.

(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 Companies have objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify counsel for OAG 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 Companies, 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.

(15) Words in the past tense should be considered to include the present, and words in the present tense include the past, unless specifically stated otherwise.

(16) Additional Definitions:

a. “And” and “or” should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

b. “Each” and “any” should be considered to be both singular and plural, unless specifically stated otherwise.

c. “You” or “your” means the person whose filed testimony is the subject of these interrogatories and, to the extent relevant and necessary to provide full and complete answers to any request, “you” or “your” may be deemed to include any person with information relevant to any interrogatory who is or was employed by or otherwise associated with the witness or who assisted, in any way, in the preparation of the witness’ testimony.

d. “American Electric Power Company, Inc.” or “AEP” means American Electric Power Company, Inc. and/or any of their officers, directors, employees, or agents who may have knowledge of the particular matter addressed.

e. “Kentucky Power Company,” “Kentucky Power,” and “KPCo” means Kentucky Power Company and/or any of their officers, directors, employees, or agents who may have knowledge

of the particular matter addressed, and also refers to the entity referenced on Application Exhibit 6, page 3 of 5, as “Kentucky Power Utility (KY).”

f. “AEP Kentucky Transmission Company” or “Kentucky Trasnco” or “Kentucky TransCo” means Kentucky Transmission Company, Inc., as identified on Application Exhibit 6, page 3 of 5.

g. “American Electric Power Service Corporation” or “AEPSC” means American Electric Power Service Corporation and/or any of their officers, directors, employees, or agents who may have knowledge of the particular matter addressed.

h. “Liberty Utilities Co.” or “Liberty” means Liberty Utilities Co. and/or any of their officers, directors, employees, or agents who may have knowledge of the particular matter addressed as well as Algonquin Power and Utilities Corp. (“APUC”) and/or any of their officers, directors, employees, or agents who may have knowledge of the particular matter addressed.

i. “Liberty Utilities Service Corporation” (“LUSC”) is the service corporation for Liberty’s U.S.-based utilities. For purposes of these questions, the term LUSC shall also include Liberty Algonquin Business Services (“LABS”), and Liberty Utilities (Canada) Corp. (“LUCC”).

j. “Commission” means the Kentucky Public Service Commission.

Respectfully submitted,

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Certificate of Service

Pursuant to the Commission's Order dated July 22, 2021 in Case No. 2020-00085, and in accord with all other applicable law, Counsel certifies that an electronic copy of the forgoing was served and filed by e-mail to the parties of record.

This 31st day of March, 2022



Assistant Attorney General

ELECTRONIC JOINT APPLICATION OF AMERICAN ELECTRIC POWER CO. INC., KENTUCKY POWER CO. AND
LIBERTY UTILITIES CO. FOR APPROVAL OF THE TRANSFER OF OWNERSHIP AND CONTROL OF
KENTUCKY POWER CO.

Case No. 2021-00481

Attorney General's Post-Hearing Data Requests

1. Provide a breakdown of the impact that the proposed “rate holiday” regarding the Big Sandy Decommissioning Rider (BSDR) would have on the average residential ratepayer’s bill, from the beginning of the rate holiday until the BSDR is completely paid off.¹ Please delineate between the deferral effects of the rate holiday itself, and any securitization which could occur in the event enabling legislation is enacted in the near future.
2. In reference to Mr. Eichler’s rebuttal testimony at 17:1-9, and to Kollen direct at 11-45, explain whether Liberty is willing to agree to a hold harmless condition that in the event the Commission in any subsequent KPCo rate case should find any or all of the following: (a) customer rates being impacted negatively by the proposed transaction; (b) acquisition premium is being charged to customers; and/or (c) KPCo’s rates are increasing between 5-10% solely as a result of the dis-affiliation with AEP, then KPCo / Liberty will agree to full mitigation of all such negative rate impacts, and will agree not to contest the Commission’s findings in this regard.²
3. Provide a list of all filings Liberty is making with the FERC regarding the proposed transaction.³
4. Have SAIDI and SAIFI Reports been filed with the Commission and EIA regarding the outages related to the severe winter storms that occurred in the Kentucky Power service territory in February of 2021?
 - a. If yes, please provide a copy of those reports or direct the Intervenors to a location where those are accessible.
 - b. If not, please identify when those are required to be filed and when they will be filed.⁴

¹ Kentucky Public Service Commission’s YouTube Video Channel, 2021-00481 March 28, 2022 at approximately 10:11:30.

² Kentucky Public Service Commission’s YouTube Video Channel, 2021-00481 March 28, 2022 at approximately 10:22:30.

³ Kentucky Public Service Commission’s YouTube Video Channel, 2021-00481 March 28, 2022 at approximately 10:23:20.

⁴ Kentucky Public Service Commission’s YouTube Video Channel, 2021-00481 March 29, 2022 at approximately 15:33:44.