

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

The Electronic Application of Duke)
Energy Kentucky, Inc. for: 1) An)
Adjustment of the Electric Rates; 2)) Case No. 2022-00372
Approval of New Tariffs; 3) Approval of)
Accounting Practices to Establish)
Regulatory Assets and Liabilities; and 4))
All Other Required Approvals and Relief.)

**DUKE ENERGY KENTUCKY, INC.'S FIRST SET OF
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF
DOCUMENTS PROPOUNDED UPON THE KROGER COMPANY**

Comes now Duke Energy Kentucky, Inc. (Duke Energy Kentucky or the Company), and addresses the following First Set of Interrogatories and Requests for Production of Documents to the Kroger Company to be answered by the date specified in the Commission's Order of Procedure, and in accordance with the following instructions:

I. DEFINITIONS AND INSTRUCTIONS

1. With respect to each discovery request, all information is to be divulged that is within the knowledge, possession, or control of the parties to whom it is addressed, including their agents, employees, attorneys and/or investigators.

2. Please identify the witness(es) who will be prepared to answer questions concerning each request.

3. 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.

4. All answers must be separately and fully stated in writing under oath.

5. Where an interrogatory calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.

6. For purpose of these discovery requests, the following terms shall have meanings set forth below:

(a) As used herein, “document,” “documentation” and/or “record,” whether stated as the singular or the plural, means any course of binders, book, pamphlet, periodical, letter, correspondence, memoranda, including but not limited to, any memorandum or report of a meeting or telephone or other conversation, invoice, account, credit memo, debit memo, financial statement, general ledger, ledger, journal, work papers, account work papers, report, diary, telegram, record, contract, agreement, study, draft, telex, handwritten or other note, sketch, picture, photograph, plan, chart, paper, graph, index, tape, data processing card, data processing disc, data cells or sheet, check acceptance draft, e-mail, studies, analyses, contracts, estimates, summaries, statistical statements, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, trade letters, comparisons, brochures, pamphlets, circulars, bulletins, notices, forecasts, electronic communication, printouts, all other data compilations from which information can be obtained (translated if necessary by

defendants into usable form), any preliminary versions, drafts or revisions of any of the foregoing, and/or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced and regardless of origin or location, in the possession, custody and/or control of the defendant and/or their agents, accountants, employees, representatives and/or attorneys. "Document" and "record" also mean all copies of documents by whatever means made, if the copy bears any other markings or notations not found on the original.

- (b) The terms "relating to," "referring to," "referred to," "pertaining to," "pertained to" and "relates to" means referring to, reporting, embodying, establishing, evidencing, comprising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting and/or constituting and/or in any way involving.
- (c) The terms "and," "or," and "and/or" within the meaning of this document shall include each other and shall be both inclusive and disjunctive and shall be construed to require production of all documents, as above-described, in the broadest possible fashion and manner.
- (d) The term "Kroger" shall mean the Kroger Company, and shall include, but is not limited to, each and every agent, employee, servant, insurer and/or attorney of Kroger. The term "you" shall be deemed to refer to Kroger.

- (e) The term “Commission” shall mean the Kentucky Public Service Commission.
- (f) The terms “Duke Energy Kentucky” and the “Company” shall mean Duke Energy Kentucky, Inc., its employees, agents, officers, directors, and representatives.
- (g) To “identify” shall mean:
 - (1) With respect to a document, to state its date, its author, its type (for example, letter, memorandum, chart, photograph, sound reproduction, etc.), its subject matter, its present location, and the name of its present custodian. The document may be produced in lieu of supplying the foregoing information. For each document which contains information as privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
 - (2) With regard to a natural person, to state his or her full name, last known employer or business affiliation, title, and last known home address.
 - (3) With regard to a person other than a natural person, state the title of that person, any trade name, or corporate name or partnership name used by that person, and the principal business address of that person.
- (h) To “produce” or to “identify and produce,” shall mean that the Kroger

Company shall produce each document or other requested tangible thing. For each tangible thing which Kroger contends is privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.

- (i) The terms “Party or Parties” shall mean any organization, person, corporation, entity, etc., which intervened in the above-captioned proceeding and shall further include the Kentucky Public Service Commission Staff.
- (j) The terms “Agreement or Agreements” shall mean written or oral terms agreed upon by the participants and include, but are not limited to, protective agreements, confidentiality agreements, joint defense agreements, agreements to support or oppose any item or position, and any other commitments made among Kroger and any Intervening Party.

II. REQUESTS FOR INFORMATION

1. Other than Mr. Bieber, please identify any persons, including experts, whom Kroger has consulted or retained with regard to evaluating Duke Energy Kentucky’s Application in this proceeding.
2. For each person identified in response to Interrogatory No. 1 above, please state:
 - a. the subject matter of the discussions/consultations/evaluations;

- b. the written opinions of such persons regarding Duke Energy Kentucky's Application;
- c. the facts to which each person relied upon; and
- d. a summary of the person's qualifications to render such discussions/consultations/evaluations.

3. For each person identified in response to Interrogatory No. 1 above, please identify all proceedings in all jurisdictions in which the witness/person has offered evidence, including but not limited to, pre-filed testimony, sworn statements, and live testimony and analysis. For each response, please provide the following:

- a. the jurisdiction in which the testimony, statement, or analysis was pre-filed, offered, given, or admitted into the record;
- b. the administrative agency and/or court in which the testimony, statement, or analysis was pre-filed, offered, admitted, or given;
- c. the date(s) the testimony, statement, or analysis was pre-filed, offered, admitted, or given;
- d. the identifying number for the case or proceeding in which the testimony, statement, or analysis was pre-filed, offered, admitted, or given; and
- e. whether the person was cross-examined.

4. Identify and provide all documents or other evidence that Kroger may seek to introduce as exhibits or for purposes of witness examination in the above-captioned matter.

5. Please identify all proceedings in all jurisdictions in the last three years in which Mr. Bieber has offered evidence, including but not limited to, pre-filed testimony, sworn statements, and live testimony and analysis. For each response, please provide the following:

- a. the jurisdiction in which the testimony, statement or analysis was prefiled, offered, given, or admitted into the record;
- b. the administrative agency and/or court in which the testimony, statement or analysis was pre-filed, offered, admitted, or given;
- c. the date(s) the testimony, statement or analysis was pre-filed, offered, admitted, or given;
- d. the identifying number for the case or proceeding in which the testimony, statement or analysis was pre-filed, offered, admitted, or given;
- e. whether the witness was cross-examined;
- f. the custodian of the transcripts and pre-filed testimony, statements, or analysis for each proceeding; and
- g. copies of all such testimony, statements, or analysis.

6. Please provide copies of any and all documents, analysis, summaries, white papers, work papers, spreadsheets (electronic versions with cells intact), including drafts thereof, as well as any underlying supporting materials created by Mr. Bieber as part of his evaluation of Duke Energy Kentucky's Application or used in the creation of Mr. Bieber's testimony.

7. Please provide copies of any and all documents not created by Mr. Bieber, including but not limited to, analysis, summaries, cases, reports, and evaluations, that Mr. Bieber relied upon, referred to, or used in the development of his testimony.

8. Please provide any and all studies, analysis, and presentations that Mr. Bieber has created or publicly made within the last three years that involve utility regulation, ratemaking, cost of service, or use of riders that are discussed in Mr. Bieber's testimony.

9. Please confirm that Mr. Bieber is not a Certified Public Accountant (CPA).

10. Please confirm whether or not Mr. Bieber is asking the Commission to order a conjunctive billing program in this case.

11. Please confirm whether Mr. Bieber is requesting that the Commission require Duke Energy Kentucky to offer a conjunctive billing program in its next rate case even if Duke Energy Kentucky reasonably believes that upon review, there is no significant incremental benefit to such a program.

12. Does Mr. Bieber agree that using individual site maximum kW demands for the demand billing determinant results in a lower \$/kW charge than would be calculated using maximum kW demands across multiple sites in a conjunctive billing framework? If Mr. Bieber does not agree, please explain why not in detail.

13. Is Mr. Bieber aware of Duke Energy Kentucky's Power Share program?

a. If yes to Interrogatory No. 13, is Mr. Bieber aware of the ability for multi-site customers to participate in the Power Share Program using aggregated loads across multiple sites to achieve load reduction commitments and the corresponding Power Share incentives?

b. If yes to Interrogatory No. 13(a), please describe the incremental benefits provided by a conjunctive billing program co-existing with the Power Share Program.

14. Please clarify whether Mr. Bieber is recommending that the conjunctive billing program should be offered under the Company's DSM program umbrella?

15. Under a potential future conjunctive billing pilot, confirm that Mr. Bieber would expect the Company to calculate the \$/kW demand charge(s) to collect the Commission approved revenue requirement, noting that the kW billing determinant would likely be lower.

16. Does Mr. Bieber believe the conjunctive billing program should be offered under the Company's DSM program umbrella?

17. How does Mr. Bieber propose the conjunctive billing program be administered?

18. How does Mr. Bieber propose Duke Energy Kentucky would know which customer accounts would be included in the conjunctive billing process as new Kroger locations are added or closed?

19. Under this pilot, does Mr. Bieber agree that the Company should be entitled to collect their full revenue requirement from customers?

20. Does Mr. Bieber agree that if Kroger paid less under this program, other similarly situated customer(s) would pay more in order for the Company to collect its full revenue requirement?

21. Please state whether there are any agreements between Kroger and any Intervening Party to the above-captioned proceeding, or any member or affiliate of an

Intervening Party to the proceeding, that concern said proceeding. For purposes of this Interrogatory, “intervening party” includes any party to have filed a motion to intervene in the above-captioned proceeding. To the extent that Kroger contends that any such documents are privileged, please provide a privilege log for the same.

22. Please state whether there are any agreements between the Kroger and any entity exhibiting interest in the above-captioned proceeding, or any member or affiliate of an entity exhibiting interest to the proceeding, that concern said proceeding. For purposes of this Interrogatory, “entity exhibiting interest” includes any party that has not filed a motion to intervene in the above-captioned proceeding. To the extent that the Kroger contends that any such documents are privileged, please provide a privilege log for the same.

Respectfully submitted,

DUKE ENERGY KENTUCKY, INC.

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CERTIFICATE OF SERVICE

This is to certify that the foregoing electronic filing is a true and accurate copy of the document in paper medium; that the electronic filing was transmitted to the Commission on March 24, 2023; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that submitting the original filing to the Commission in paper medium is no longer required as it has been granted a permanent deviation.¹

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/s/Rocco D'Ascenzo
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¹In the Matter of Electronic Emergency Docket Related to the Novel Coronavirus COVID-19, Order, Case No. 2020-00085 (Ky. P.S.C. July 22, 2021).