

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

**ELECTRONIC TARIFF FILING OF)
KENTUCKY POWER COMPANY)
FOR APPROVAL OF A SPECIAL) Case No. 2022-00387
CONTRACT WITH EBON)
INTERNATIONAL, LLC)**

SUPPLEMENTAL DATA REQUESTS OF THE ATTORNEY GENERAL AND KIUC

Come now the intervenors, the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention (“Attorney General”) and Kentucky Industrial Utility Customers (“KIUC”), and submit these Data Requests to Kentucky Power Company (hereinafter “Kentucky Power” or “company”) to be answered by January 27, 2023, 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.

(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 company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify undersigned Counsel 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.

Respectfully submitted,

DANIEL J. CAMERON
ATTORNEY GENERAL



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Certificate of Service and Filing

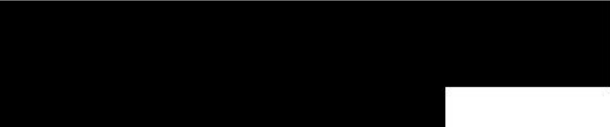

Pursuant to the Commission's Orders and in accord with all other applicable law, Counsel certifies that, on January 17, 2023, an electronic copy of the foregoing was served via the Commission's electronic filing system.

this 17th day of January, 2023.

A handwritten signature in blue ink, appearing to read "J. Michael New". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Assistant Attorney General

Data Requests

1. Please provide the latest 10 years of AEP Zone - Network Service Peak Load (NSPL) data available. Specifically, the MW load, the date and hour in which the NSPL occurred.
2. For each of the past 10 years (2014-2022 plus 2023 projected), please provide KPCo's MW demand at the time of the AEP Zone NSPL.
3. Refer to "Transmission 250MW" tab of "KPCO_R_KPSC_1_9_ConfidentialAttachment2 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY.xlsx." Please provide the information contained in cells B6:B8, B13:B19 and H5:H8 for each of the last 10 years.
4. Please provide the latest 3 years of historic monthly FAC filing information, in excel format, including, but not limited to:
 - a. Hourly average fuel cost by owned generation unit
 - b. Hourly output (MWh) of all owned generation
 - c. Hourly KPCO load
 - d. Hourly LMP pricing
 - e. Hourly owned generation
 - f. Hourly market purchases
5. Refer to "KPCO_R_KPSC_1_9_ConfidentialAttachment2 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY.xlsx" Please confirm that the modeling in this analysis assumes 
6. Refer to "KPCO_R_KPSC_1_9_ConfidentialAttachment2 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY.xlsx" Please provide the derivation of the  found in row 10 of the "CC" tab. Provide all supporting workpapers including assumptions for capital structure, debt cost, ROE, and tax rate if applicable.
7. Provide the company's current cost of long term debt (incremental cost).

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8. Provide the Weighted average cost of capital consistent with the last filed rate case. Provide all supporting workpapers including assumptions for capital structure, debt cost, ROE, and tax rate.
9. Please confirm that pursuant to Rider DRS, KPCo can request a customer to curtail its load down to its firm load 20 separate times during the year, each of which would last 3 hours? If the Company cannot confirm this, please provide an explanation.
10. Please provide the date and hour of each of the PJM 5 highest peaks during the past 10 delivery years.
11. With regard to the intent of KPCo to provide "Capital Spares" mobile substations to Ebon, please provide the following:
 - a. An explanation of why KPCo currently has Capital Spares mobile substations (i.e., the purpose).
 - b. To the extent that KPCo provides these mobile substations to Ebon, how does this impact KPCo's ability to provide emergency replacements for the Company's other substations. Will KPCo be required to purchase additional Capital Spares if 3 of them are provided to Ebon? If so, what is the cost of a 30 kVa "Capital Spare"?
12. With regard to the Company's response to AG-KIUC 1-15(e), please provide the following:
 - a. Provide a narrative explaining the consequences of KPCo having insufficient capacity to meet its FRR unforced capacity obligation due to the failure of KPCo calling for a DRS interruption or for a failure of Ebon to fully reduce its load to 25 MW. If the response would be different under an assumption that KPCo continues under the Bridge PCA or is no longer operating pursuant to that agreement, please provide an explanation for any difference.
 - b. Under what circumstances could KPCo receive a PJM FRR Commitment Insufficiency Charge in the even that Ebon failed to curtail its load down to 25 MW? What options would KPCo have to avoid such a charge?
 - c. Please explain why the premise of question AG-KIUC 1-15(e) is "not accurate."
 - d. To the extent not explained/described in Parts a-c above, please identify each remedy that KPCo can pursue to avoid a PJM FRR Commitment

Insufficiency Charge in the event that its FRR capacity is not sufficient to cover its FRR capacity obligation.

13. In the event that Ebon's load exceeds 25 MW on any day during a delivery year:
 - a. Would KPCo be assessed an FRR Capacity Resource Deficiency Charge?
 - b. Are there remedies that KPCo could employ to avoid an FRR Capacity Resource Deficiency Charge?
 - c. In the event that KPCo did incur an FRR Capacity Resource Deficiency Charge, is it the intention of KPCo to recover such a charge from its customers?
14. Please confirm that regardless of KPCo's load/capability balance, the incremental capacity cost to serve an additional 25 MW of load (plus reserves) is the market price of capacity that would either have to be purchased to serve the 25 MW load (plus reserves) or the opportunity cost of not making a bilateral capacity sale equal to 25 MW (plus reserves) in the event that the Company has sufficient capacity to serve the load. If this cannot be confirmed, please provide an explanation.
15. Since the inception of Rider DRS, has the Company failed to declare a Discretionary Interruption during an actual PJM 5 Highest CP hour in any delivery year? If so, please identify each such occurrence (delivery year, date and time of a 5 CP hour in which a Discretionary Interruption was not declared by the Company).
16. What would be the cost to KPCo if Ebon failed to reduce its load to 25 MW (assuming a 250 MW total Ebon load) on 1 of the PJM 5 CP hours in a delivery year?
17. Provide a copy of KPCo's most recently filed FRR Capacity Plan.
18. With regard to the response to AG-KIUC 1-2:
 - a. When was this forecast developed?
 - b. Please provide any updated forecasts.
19. With regard to Rider DRS, does KPCo currently attempt to interrupt customers for the purpose of avoiding:
 - a. KPCo's load at the time of the AEP Zonal NSPL?

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b. KPCo's 12 CP hours used to allocate transmission costs under the AEP East Transmission Agreement.

20. Refer to "KPCO_R_KPSC_1_9_ConfidentialAttachment2 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY.xlsx". Please provide the support for the assumed [REDACTED]

21. Refer to Confidential response to AG-KIUC 1-32 and AG-KIUC 1-33. The response to AG-KIUC 1-33(b) states:

[REDACTED]

Please reconcile the statement above to the response to AG-KIUC 1-32(c) that states:

[REDACTED]

22. Refer to Confidential response to AG-KIUC 1-32 and AG-KIUC 1-33. The response to AG-KIUC 1-32(d) states:

[REDACTED]

Please reconcile the statement above to the response to AG-KIUC 1-33(a) that states:

[REDACTED]