

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

In the Matter of:

ELECTRONIC JOINT APPLICATION OF)	
KENTUCKY UTILITIES COMPANY AND)	
LOUISVILLE GAS AND ELECTRONIC COMPANY)	
FOR CERTIFICATES OF PUBLIC CONVENIENCE)	CASE NO. 2022-00402
AND NECESSITY AND SITE COMPATIBILITY)	
CERTIFICATES AND APPROVAL OF A DEMAND)	
SIDE MANAGEMENT PLAN AND APPROVAL OF)	
FOSSIL FUEL-FIRED GENERATING UNIT)	
RETIREMENTS)	

**MERCER COUNTY FISCAL COURT’S THIRD SET OF SUPPLEMENTAL
REQUESTS FOR INFORMATION TO KENTUCKY UTILITIES COMPANY AND
LOUISVILLE GAS AND ELECTRIC COMPANY**

Comes now the intervenor, Mercer County Fiscal County Fiscal Court (“Mercer”), by and through counsel, and submits these Supplemental Requests for Information to Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) or (collectively the “Companies”) to be answered by the date specified in the Commission’s Order of Procedure dated May 16, 2023, 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) Please identify the witness who will be prepared to answer questions concerning each request.

(3) Please repeat the question to which each response is intended to refer.

Mercer 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 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 counsel for Mercer.

(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, please notify counsel for Mercer 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, 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) Please 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) Mercer reserves the right to pose additional preliminary data requests on or before the due date specified in the Commission's current procedural schedule or if same is amended.

Respectfully submitted,

/s/ Dennis G. Howard II

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**COUNSEL FOR THE MERCER COUNTY
FISCAL COURT**

Dated: June 27, 2023

**MERCER COUNTY FISCAL COURT’S THIRD SET OF SUPPLEMENTAL
REQUESTS
FOR INFORMATION TO THE COMPANIES**

1. Please reference the June 9, 2023, Supplemental Response of Kentucky Utilities Company and Louisville Gas Electric Company to the Commission Staff’s Supplemental Request for Information, Number 58, Supplemental Response at a. & b. dated April 14, 2023.

Reference the response whereat the Companies have asserted the following:

As stated, closing took place on April 27, 2023, for 858 acres on what is now being referred to as “Southern Land.” The price paid was \$9,871,324 with an additional obligation to pay Savion \$8,000,000 as compensation for the development work necessary for the solar project. Thus, the property as measured by Savion’s terms is \$17,871,324 or \$20,820 per acre.

Since that closing occurred, the Companies have continued to have discussions with the State Economic Development Cabinet and Mercer County officials to explore ways to move forward with the Mercer County Solar Facility while also facilitating the development of an industrial park in the area for Mercer County’s benefit. Those discussions are ongoing and are focused on the “Northern Land” which consists of a total of 1,007 acres which Savion owns or has options on. The 1,007 acres consist of 459 acres Savion owns; 406 acres for which Savion has Option 1; and 142 acres for which Savion has Option 2. Similar to the Southern Land, the Northern Land comes with an obligation to pay Savion \$10,000,000 for development work. Thus, the property as measured by Savion’s terms is \$21,580,500 or \$21,430 per acre, similar to the Southern Land per acre price. The Companies have entered into an agreement on June 8, 2023, with Savion by which they would acquire the Northern Land, shift the Mercer County Solar Facility from the Southern Land to the Northern Land, and then make the Southern Land available to Mercer County for industrial site development. This agreement removes all conditions on the Companies’ ownership of the Southern Land, and regulatory approval conditions shift to the Northern Land purchase.

- i. Please confirm that Mercer County has been involved in the above referenced discussions.
- ii. Have the Companies committed to this agreement in writing?

- iii. If so, please provide the agreement even if in draft form.
- iv. If there is no agreement in writing, please explain why not.
- v. Will the Companies comply with the agreement regardless of the result of the Commission's order? If not, please explain why not.
- vi. Will Mercer County be required to buy the Southern Land at a price that includes the \$8,000,000 as compensation for the development work necessary for the solar project? If yes, please explain in detail how development of land for the solar project will enhance Mercer County's desire to develop an industrial park.