

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

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

JOINT FOURTH DATA REQUESTS OF THE ATTORNEY GENERAL AND KIUC

The intervenors, the Attorney General of the Commonwealth of Kentucky, through his Office of Rate Intervention [“OAG”], and the Kentucky Industrial Utility Customers, Inc. [“KIUC”] hereby submit their Joint Fourth Data Requests to Kentucky Utilities Co. [“KU”], and Louisville Gas & Electric Co. [“LG&E”][hereinafter jointly referenced as “LG&E-KU” or “the Companies”] 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. OAG-KIUC can provide counsel for LG&E-KU with an electronic version of these questions in native format, 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. Information which the responding party later becomes aware of, or has access to, and which

is responsive to any request is to be made available to OAG and KIUC. Any studies, documents, or other subject matter not yet completed that will be relied upon during the course of this case should be so identified and provided as soon as they are completed. The Respondent is obliged to change, supplement and correct all answers to interrogatories to conform to available information, including such information as it first becomes available to the Respondent after the answers hereto are served.

(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-KIUC.

(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 OAG-KIUC 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 electronic volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations and Orders.

(14) Abbreviations, definitions and instructions:

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. “Senate Bill 4” or “SB 4” refers to Senate Bill 4 enacted by the Kentucky General Assembly during its 2023 Regular Session, which became law on March 29, 2023, and is now enrolled as 2023 Ky. Acts 118.

d. “SB 4 Proceeding” refers to the docket in Kentucky Public Service Commission Case No. 2023-00122, which by Commission Order dated May 16, 2023, was consolidated into the docket for Case No. 2022-00402.

e. "Affected Units" refers to E.W. Brown Unit 3, Ghent Unit 2, Haefling Units 1 and 2, Mill Creek Units 1 and 2, and Paddy's Run Unit 12.

Respectfully submitted,
DANIEL CAMERON
ATTORNEY GENERAL



LAWRENCE W. COOK
J. MICHAEL WEST
ANGELA M. GOAD
JOHN G. HORNE II
ASSISTANT ATTORNEYS GENERAL
1024 CAPITAL CENTER DR., STE. 200
FRANKFORT, KY 40601
(502) 696-5453
FAX: (502) 564-2698
Larry.Cook@ky.gov
Michael.West@ky.gov
Angela.Goad@ky.gov
John.Horne@ky.gov

-and-

/s/ Michael L. Kurtz, Esq.
MICHAEL L. KURTZ, ESQ.
JODY KYLER COHN, ESQ.
BOEHM, KURTZ & LOWRY
36 E. Seventh Street, Suite 1510
Cincinnati, Ohio 45202
Ph: (513) 421-2255, Fax: (513) 421-2765
mkurtz@BKLawfirm.com
jkylercohn@BKLawfirm.com

COUNSEL FOR KENTUCKY
INDUSTRIAL UTILITY CUSTOMERS, INC.

Certificate of Service

Pursuant to the Commission's Orders 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 27th day of June, 2023



Assistant Attorney General

LG&E-KU Application for CPCNs, Site Certificates, and Approval of Fossil Fuel-Fired
Generating Unit Retirements
Case No. 2022-00402
AG-KIUC's Joint Fourth Data Requests

1. Explain whether any Federal Courts of Appeal have issued stays of the EPA's Good Neighbor Rule. If so, provide the docket numbers and links to the orders.
2. Describe the impact of the continued operation of Ghent Unit 2 on the Companies' transmission system, assuming the addition of an SCR to Ghent Unit 2 and assuming that only the MC 5 NGCC is added as reflected in the request for CPCN, but that the Brown 12 NGCC is delayed until the subsequent retirement date of Ghent Unit 2. Describe the transmission upgrades or expansions that would be required, if any, and the estimated cost for those upgrades and/or expansions. Provide a copy of all support developed and/or relied on for your response.
3. Describe the capability and/or practical ability of the Companies to sell the capacity and energy output of Ghent Unit 2 to Kentucky Power Company and/or any other electric utility located in the Commonwealth through one or more bi-lateral unit power agreements (UPAs), assuming the addition of an SCR to Ghent Unit 2 and assuming that the MC 5 NGCC and Brown 12 NGCC are added and operated as reflected in the request for CPCN. Describe in detail the limitations on such sales, if any, and describe the Companies' capability and/or practical ability to resolve any such limitations, the steps that would be necessary, and the costs to do so, including transmission upgrades or expansions, if necessary. Provide all support developed and/or relied on for your response.
4. Reference the response to AG-KIUC Joint DR-3-1 (b). Explain whether, based on the Companies' experience, the Companies believe that the cost of constructing a new SCR unit at Ghent Unit 2 would be less costly than removing and decommissioning the SCR at Brown Unit 3, and then transporting, storing, modifying, and redesigning and reconstructing that SCR to fit onto Ghent Unit 2. Provide a copy of all support developed and/or relied on for your response.
5. Refer to the response to AG DR-2-2 and the Joint Reliability Coordination Agreement. Describe what effects, if any, the Joint Reliability Coordination Agreement will have on the capability and/or practical ability to transmit power from Ghent Unit 2 to Kentucky Power Company and/or any other electric utility located in the Commonwealth, assuming the addition of an SCR to Ghent Unit 2 and assuming that the MC 5 NGCC and Brown 12 NGCC are added and operated as reflected in the request for CPCN. Provide a copy of all support developed and/or relied on for your response.
6. Provide an update on the status of: (i) the Mercer and Marion solar projects; and (ii) the four solar PPA projects.

LG&E-KU Application for CPCNs, Site Certificates, and Approval of Fossil Fuel-Fired
Generating Unit Retirements
Case No. 2022-00402
AG-KIUC's Joint Fourth Data Requests

7. Reference the response to PSC-DR-1-27 (c). Explain whether the time frames for the filing of applications with the Siting Board have changed.
8. Reference the June 9, 2023 Supplemental Response to PSC-DR-2-58.
 - a. Given the shift of the proposed Mercer County solar facility from the previous choice of the "Southern Land" to the "Northern Land," explain whether this increases the cost estimates for the project. If so, explain whether the Companies' modeling needs to be revised to reflect any such additional cost.
 - b. Based on the response to subpart a. of this question, if there are increased costs, explain whether ratepayers or shareholders will be responsible for them.
 - c. Confirm that the Companies have already paid Savion for its site development work on the Southern Land.
 - d. Explain whether it is the Companies' intent to sell the Southern Land to Mercer County, or to give it to the County. If the latter, confirm that this will be a shareholder expense.
 - e. Confirm that Savion will incur additional expense for site development work on the Northern Land. If confirmed, explain whether Marion County, or the Companies will pay Savion for this work.
 - f. Explain what will happen in the event Savion is unable to close on the remaining tracts in the Northern Land needed for the proposed Mercer County Solar Facility.
 - e. Explain the role of the State Economic Development Cabinet in this matter, including whether any grants or loans are involved in this transaction.
 - f. In light of the new developments which the Companies provided in this updated response, explain whether shareholders or ratepayers bear the financial risk of any and all additional costs that could arise in the event the Companies are unable to proceed with the solar facility, as proposed in the CPCN filing.