

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF KENERGY CORP.)	CASE No.
FOR A GENERAL ADJUSTMENT OF RATES)	2023-00276

ATTORNEY GENERAL’S SUPPLEMENTAL DATA REQUESTS

The intervenor, the Attorney General of the Commonwealth of Kentucky, through his Office of Rate Intervention [“OAG”], hereby submits his Supplemental Data Requests to Kenergy Corp. [“Kenergy” or “the Company”], 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 can provide counsel for Kenergy 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. 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.

(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 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.

Respectfully submitted,
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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 1st day of December, 2023



Assistant Attorney General

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1. Refer to the response to AG 1-25(d) and further to the Company's vegetation management plan provided as attachment "AG1_Item_25d_VM_Plan." The plan indicates in the introduction on page 1 that customers are served by "more than 5,200 miles of overhead primary line."
 - a. Confirm that "miles of overhead primary line" is the same as circuit miles. If not confirmed, explain why not.
 - b. Provide the miles of overhead primary line (and/or circuit miles) for the Company at the end of each of the years 2016 through 2022 and currently in 2023.
 - c. Provide the average number of miles of overhead primary line (and/or circuit miles) vegetation management that would need to occur to trim the entire system over a six year cycle.

2. Refer to the Company's response to AG 1-25(c) regarding the discussion of modifying the trimming cycles due to the Townsend contract departure in 2019. Refer also to the response to Staff 1-25(e) that shows the number of circuit miles of vegetation management performed for each year 2016 through 2023 to date.
 - a. Provide the number of circuit miles of vegetation management that was originally planned for 2019 and for 2020 prior to Townsend's departure and the number of circuit miles of vegetation management that had to be added to 2021, 2022, 2023, and 2024 plans in order to help maintain the Company's 6-year trimming cycle.
 - b. Indicate when the Company expects the trim cycle to return back to normal. Provide the miles of overhead primary line (and/or circuit miles) for the Company at the end of each of the years 2016 through 2022 and currently in 2023.

3. Refer to the Company's attachment response to AG 1-25(m) that provided the breakout of account 593.300 by sub code and description for the various types of expenses recorded during the test year.
 - a. Provide a breakout of account 593.30 in the same format for each of the years 2019 through 2022 and for 2023 to date indicating the last month in 2023 with available information.
 - b. Provide a breakout of account 593.30 in the same format budgeted for 2023.
 - c. Provide a breakdown of the test year amount of code "434 – VEG MNGT-JOB ORDERS" summing to \$317,894.04 for each individual contractor. Provide the amounts separately for each month in the test year and in total for each individual contractor.
 - d. Provide a breakdown of the code "434 – VEG MNGT-JOB ORDERS" expenses recorded in each month subsequent to the test year with available information for each individual contractor. Provide the amounts separately for each month subsequent to the test year and in total for each individual contractor.
 - e. For the amounts listed for transportation of \$44,434.03 and for Labor & Overheads of \$377,427.76, describe why these amounts are reflected in account 593.30 and explain how those amounts are recorded each month and the basis for them.

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4. Refer to the following: (i) the response to AG 1-25(l); (ii) the copies of invoices provided as Confidential attachment "[REDACTED]"; (iii) the response to AG 1-25(k); and (iv) the contract with Asplundh provided as Confidential attachment [REDACTED].
 - a. Confirm that all Asplundh costs recorded to [REDACTED] for the test year related to vegetation management associated with [REDACTED]. If not confirmed, explain why not and provide the test year amount associated with [REDACTED].
 - b. Provide a copy of [REDACTED].
 - c. Provide a copy of [REDACTED].
 - d. Describe how the additional vegetation management required related to the [REDACTED] is expected to impact the normal cycle trimming performed due to the Company's vegetation management plan. In other words, explain whether the normal cycle circuit miles are expected to be reduced during the [REDACTED] and provide all reasons why or why not.

5. Refer to the response to AG 1-61 regarding the discussion of the receipt of "FEMA funds to reimburse 87% of the capital and maintenance costs (approximately \$1.2 million) related to the March 3rd 2023 wind storm."
 - a. Provide the amount of costs that were capitalized and expensed on the books of Kenergy by month and by account.
 - b. Provide the amount(s) and date(s) of the reimbursement(s) by FEMA and indicate the accounts that were debited and credited.

6. Refer to the response to AG 1-66 regarding the costs incurred for credit card processing fees and the response to AG 1-67 defining the other methods of customer payments, including cash, checks, and bank drafts. Provide the average costs per transaction incurred by Kenergy to process each type of payment option, including via credit card, cash, check, and bank draft. In addition, provide the percentage(s) utilized if the credit card transaction charges are percentage based.

7. Refer to the response to AG 1-66 regarding the costs incurred for credit card processing fees and to the response to AG 1-68 regarding not charging convenience fees to customers. Indicate when Kenergy first began accepting credit card payments without charging convenience fees to customers and whether it ever requested authority to include credit card processing fees in the cost of service. If such requests were made, describe and provide applicable citations.