

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE ELECTRONIC APPLICATION OF)	
JACKSON PURCHASE ENERGY CORPORATION)	CASE NO.
FOR A GENERAL ADJUSTMENT OF RATES)	2024-00085

MOTION FOR CONFIDENTIAL TREATMENT

Comes now Jackson Purchase Energy Corporation (“Jackson Purchase”), by counsel, pursuant to KRS 61.878, 807 KAR 5:001 Section 13, and other applicable law, and respectfully moves the Commission to afford confidential treatment to certain information and documents filed by Jackson Purchase in response to Commission Staff’s Post-Hearing Request for Information (Staff’s Post-Hearing Request) in the above-styled matter. In support of this request, Jackson Purchase states as follows:

1. On December 16, 2024, the Commission conducted a formal hearing in this matter. On December 19, 2024, Commission Staff issued its Post-Hearing Request for Information. Jackson Purchase is filing the responses to this request contemporaneously with this motion.

2. Jackson Purchase requests the Commission to afford confidential protection to certain information being filed by Jackson Purchase in response to the Staff’s Post-Hearing Request, Item 3, for three employment contracts of Jackson Purchase’s Chief Executive Officer, Greg Grissom. The information provided is proprietary, confidential, sensitive, and commercially valuable information. This information is collectively referred to as the “Confidential

Information.” The Confidential Information if disclosed would permit Jackson Purchase’s competitors an unfair commercial advantage.

3. The Kentucky Open Records Act and applicable precedent exempts the Confidential Information from disclosure, including KRS 61.878(1)(a); KRS 61.878(1)(c)(1); *Zink v. Department of Workers Claims, Labor Cabinet*, 902 S.W.2d 825 (Ky. App. 1994); *Hoy v. Kentucky Industrial Revitalization Authority*, 907 S.W.2d 766, 768 (Ky. 1995). As stated above, the public disclosure of the Confidential Information would potentially harm Jackson Purchase’s competitive position in the marketplace which would be to the detriment of Jackson Purchase and its members. Additionally, the Confidential Information is publicly unavailable, and its confidentiality is critical to Jackson Purchase’s effective execution of business decisions and strategy. Furthermore, the Confidential Information contains personal employment information and if disclosed it would be an unwarranted invasion of personal privacy. For these reasons, the Confidential Information satisfies both the statutory and common law standards for affording confidential treatment.

4. In the response to Staff’s Post-Hearing Request, Item 3 Jackson Purchase is providing the employment contracts of Mr. Grissom. Jackson Purchase is aware the salary and benefits award to executive staff are not confidential. In the public response to Item 3, Jackson Purchase provided the financial information requested and is not requesting that information be granted confidential treatment. However, Jackson Purchase is requesting confidential treatment for the employment contracts because these contracts contain numerous other terms and conditions that are not related to salary. If these were disclosed it would be an invasion of Mr. Grissom’s personal privacy pursuant to KRS 61.878(1)(a). Additionally, the information regarding Mr. Grissom’s contract should be granted confidential protection pursuant to KRS 61.878(1)(c)(1)

because if disclosed it could grant competitors an unfair commercial advantage. Disclosure of this information could also harm Jackson Purchase's ability to negotiate any future contracts for this position, which could be detrimental to both Jackson Purchase and its members.

5. The Confidential Information consists of sensitive and proprietary information that is retained by Jackson Purchase on a "need-to-know" basis. The Confidential Information is distributed within Jackson Purchase only to those employees who must have access for business reasons and is generally recognized as confidential and proprietary in the energy industry.

6. Jackson Purchase does not object to limited disclosure of the Confidential Information, pursuant to an acceptable confidentiality and nondisclosure agreement, to intervenors with a legitimate interest in reviewing same for the sole purpose of participating in this case. Jackson Purchase reserves the right to object to providing the Confidential Information to any intervenor if said provision could result in liability to Jackson Purchase under any Confidentiality Agreement or Non-Disclosure Agreement.

7. Because the Confidential Information is so pervasive and it is not practical for Jackson Purchase to redact the response because virtually every portion of the documents contains personal, proprietary, and confidential information. Jackson Purchase is requesting confidential protection for the entirety of the documents pursuant to 807 KAR 5:001, Section 13(2)(a)3.b. For that reason, a redacted version of the Confidential Information is not being filed. In accordance with the provisions of 807 KAR 5:001, Section 13(2), Jackson Purchase is filing one copy of the Confidential Information separately under seal, without highlights since confidential protection for the entire document is being sought. The filing of the Confidential Information is noted in the public version of Jackson Purchase's response to Staff's Post-Hearing Request, Item 3.

8. Also, in accordance with the provisions of 807 KAR 5:001 Section 13(2), Jackson Purchase respectfully requests that the Confidential Information be withheld from public disclosure for an indefinite period.

9. If, and to the extent, the Confidential Information becomes publicly available or otherwise no longer warrants confidential treatment, Jackson Purchase will notify the Commission and seek to have confidential protection removed, pursuant to 807 KAR 5:001 Section 13(10).

WHEREFORE, on the basis of the foregoing, Jackson Purchase respectfully requests that the Commission classify and protect as confidential the specific Confidential Information described herein for an indefinite period.

This the 6th day of January, 2025.

Respectfully submitted,

Heather S. Temple

L. Allyson Honaker
Heather S. Temple
HONAKER LAW OFFICE PLLC
1795 Alysheba Way, Suite 6202
Lexington, Kentucky 40509
(859) 368-8803
allyson@hloky.com
heather@hloky.com

Counsel for Jackson Purchase Energy Corporation

CERTIFICATE OF SERVICE

This is to certify that the electronic filing was transmitted to the Commission on January 6, 2025, and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding. Pursuant to the Commission's July 22, 2021 Order in Case No. 2020-00085 no paper copies of this filing will be made.

Heather S. Temple

Counsel for Jackson Purchase Energy Corporation