

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

**In the Matter of:**

<b>ELECTRONIC APPLICATION OF EAST</b>	)	
<b>KENTUCKY POWER COOPERATIVE, INC. FOR</b>	)	
<b>A CERTIFICATE OF PUBLIC CONVENIENCE</b>	)	
<b>AND NECESSITY AND SITE COMPATABILITY</b>	)	
<b>CERTIFICATES FOR THE CONSTRUCTION OF</b>	)	
<b>A 96 MW (NOMINAL) SOLAR FACILITY IN</b>	)	
<b>MARION COUNTY, KENTUCKY AND A 40 MW</b>	)	<b>CASE NO. 2024-00129</b>
<b>(NOMINAL) SOLAR FACILITY IN FAYETTE</b>	)	
<b>COUNTY, KENTUCKY AND APPROVAL OF</b>	)	
<b>CERTAIN ASSUMPTIONS OF EVIDENCES OF</b>	)	
<b>INDEBTEDNESS RELATED TO THE SOLAR</b>	)	
<b>FACILITIES AND OTHER RELIEF</b>	)	

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT’S SUPPLEMENTAL  
REQUESTS FOR INFORMATION TO EAST KENTUCKY POWER  
COOPERATIVE, INC.**

Comes now the intervenor, Lexington- Fayette Urban County Government (“LFUCG”), by and through counsel, and submits these Supplemental Requests for Information to East Kentucky Power Cooperative, Inc. (“EKPC” of the “Company”) to be answered by the date specified in the Commission’s Order of Procedure dated July 19, 2024, 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) LFUCG 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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**Attorneys for LFUCG**

A handwritten signature in blue ink, appearing to read 'Dennis G. Howard, II', with a stylized flourish at the end.

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Dated: July 3, 2024

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S SUPPLEMENTAL  
REQUESTS FOR INFORMATION TO EAST KENTUCKY POWER  
COOPERATIVE, INC.  
Case No. 2024-00129**

East Kentucky Power Cooperative, Inc. Responses to LFUCG Initial

1. Reference the Company's response to LFUCG Initial Request for Information, No. 3. With regard to the language "the original developer reviewed various sites and determined that this was a valuable site given its location," provide:
  - a. The name of the original developer,
  - b. The specifics about the other sites, and
  - c. The basis for determining that the Bluegrass Plains site should be used instead of the other locations.
2. Reference the Company's response to LFUCG Initial Request for Information, No. 4. The response was not responsive. What are the **tangible, quantifiable benefits** of the proposed Bluegrass Plains project?
3. Reference the Company's response to LFUCG Initial Request for Information, No. 8. Where in Attachment PB-2 to Exhibit 3 to the Application does the figure of \$15.97 per kW-yr appear?
  - a. In the Company's answer it refers to Table 1 - Cost and Performance Characteristics of New Generating Technologies.pdf. Confirm this table is for 2022.
  - b. Is there a table for 2023? If so, what is the associated number for the fixed O&M rate?
  - c. Is there a table for 2024? If so, what is the associated number for the fixed O&M rate?
4. Reference the Company's response to LFUCG Initial Request for Information, No. 9. Does the company have the calculation for the \$15.97 kW - yr figure noted in Table 1? If yes, please provide it along with all supporting documents, in Excel with all formulae intact.
5. Reference the Company's response to LFUCG Initial Request for Information, No. 10. Does the \$15.97 kW - yr include replacement of modules **during** the 30 year life of the project? If not, why not.
6. Reference the Company's response to LFUCG Initial Request for Information, No. 17b. Please provide a load forecast to demonstrate the company's projected electricity generation capacity versus its projected demand.

7. Reference the Company's response to LFUCG Initial Request for Information, No. 19. Regarding the studies and RFPs "to determine the best place to construct the solar facilities and the best method of construction", is all that material confidential in the eyes of the Company? If not, what is available?
8. Reference the Company's response to LFUCG Initial Request for Information, No. 21c, with the following Q & A:
  - Q. If any of the terms are unsatisfactory to the Company, will the Company execute the agreement regardless?
  - A. At this time, EKPC does not foresee unsatisfactory terms that would prohibit the execution of the Generation Interconnection Agreement with PJM.
    - a. What would the company do if the terms are unsatisfactory?
9. Reference the Company's response to LFUCG Initial Request for Information, No. 23a-d.
  - a. In its application, did the Company include new resource alternatives for:
    - i. Coal fired generation,
    - ii. Natural Gas fired generation, or
    - iii. Landfill gas-to-energy generation?
  - b. Is there any publicly available material from the Company that would compare new resource alternatives against one another to determine the best option in the application?
  - c. How do confidential sheets from the Company's 2022 IRP provide any comparison costs as filed in this application? Explain your answer in detail including all mathematical conclusions with supporting documentation.
10. Reference the Company's response to LFUCG Initial Request for Information, No. 24. Please provide a list of the state stakeholders.
11. Reference the Company's response to LFUCG Initial Request for Information, No. 26. Please update EKPC's Projected Capacity Needs as noted in the answer in the Company's reference to Table 8-6, 2022 IRP.
12. What is the expected capacity factor of the Bluegrass Plains project if approved?
13. Reference the Company's response to LFUCG Initial Request for Information, No. 36. Please answer the question by providing the information which EKPC gave to NRCO to assist it in issuing the RFP.
14. Reference the Company's response to LFUCG Initial Request for Information, No. 42. Confirm the cost for the Tetra Tech study was \$63,500. If you cannot confirm, please provide the amount.
15. Reference the Company's response to LFUCG Initial Request for Information, No. 44. Does the Company commit to providing the update to the outcome for the Rural Utilities New ERA program as expected in July, 2024?

16. Reference the Company's response to LFUCG Initial Request for Information, No. 52.
  - a. If the PSC approves the application, when does the Company contemplate having a stormwater runoff analysis and design completed?
  - b. Will the Company be required to seek approval of the stormwater runoff impact by any governmental agency? If yes, please explain.
17. Reference the Company's response to LFUCG Initial Request for Information, No. 61. Were the 30 adjacent landowners to the property contacted directly by the Company about the project before the mailing of the packets on April 26, 2024?
18. Reference the Company's response to LFUCG Initial Request for Information, No. 65, 2024-05-09\_HL\_Fayette Solar OH ad.pdf and 2024-05-14\_HL\_Fayette Solar OH ad.pdf. In those articles, the following language appears. "This 387-acre solar farm will generate 40 megawatts of electricity, enough to serve the annual electricity needs of 4,560 typical Kentucky homes."
  - a. Provide the calculation in Excel, with all formulae attached, and with all supporting documents, for this assertion.
  - b. Perform the same exercise above for **each** of EKPC's generation fleet. Please list each unit separately by name and location.
19. Reference the Company's response to LFUCG Initial Request for Information, No. 68. Is the Company aware of Lexington's Purchase of Development Rights program, or PDR program?
20. Reference the Company's response to LFUCG Initial Request for Information, No. 71. Does the Company have an independent legal position as to whether it is exempt from LFUCG's zoning requirements?

#### Company Responses to Fayette Alliance, Inc. Initial Request

21. Reference the Company's Response to Fayette Alliance Initial Requests for Information, No. 1. When does the Company anticipate the EKPC Environmental Affairs' Phase I Environmental Site Assessment for the Bluegrass Plains Solar project will be completed?
  - a. Will the Company commit to filing it with the Commission when it is available?



Company Responses to Commission First Request for Information

22. Reference the Company's Response to PSC Staff First Request for Information No. 2a. Provide the cost benefit analysis as requested.
23. Reference the Company's Response to PSC Staff First request for Information No.16. If the Bluegrass Pipeline project is approved, will the Company commit to establishing a complaint resolution process during the construction phase? If not, why not.

*Certificate of Service*

Pursuant to the Commission's Orders in Case No. 2020-00085, and in accordance with all other applicable law, Counsel certifies that an electronic copy of the foregoing was served and filed by e-mail to the parties of record on this 3<sup>rd</sup> of July 2024.

/s/ Dennis G. Howard II  
Dennis G. Howard, II