

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

**In the Matter of:**

<b>THE ELECTRONIC APPLICATION OF</b>	)	
<b>EAST KENTUCKY POWER COOPERATIVE,</b>	)	
<b>INC. FOR 1) A CERTIFICATE OF PUBLIC</b>	)	<b>CASE NO.</b>
<b>CONVENIENCE AND NECESSITY TO</b>	)	<b>2024- 00310</b>
<b>CONSTRUCT A NEW GENERATION</b>	)	
<b>RESOURCE; 2) A SITE COMPATIBILITY</b>	)	
<b>CERTIFICATE; AND 3) OTHER GENERAL RELIEF</b>	)	

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**MOTION FOR CONFIDENTIAL TREATMENT**

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Comes now East Kentucky Power Cooperative, Inc. (“EKPC”), by and through counsel, pursuant to KRS 61.878, 807 KAR 5:001, Section 13 and other applicable law, and for its motion requesting that the Kentucky Public Service Commission (“Commission”) afford confidential treatment to certain documents filed in response to Commission Staff’s Post-Hearing Request for Information (“Staff’s Post-Hearing Request”) and respectfully states as follows:

1. On September 20, 2024, EKPC filed an application for a Certificate of Public Convenience and Necessity (“CPCN”) to construct a new generation resource and for a Site Compatibility Certificate for the project. The Commission held a hearing on March 17-March 18, 2025, and after the hearing, Commission Staff issued Staff’s Post-Hearing Request for Information.

2. Contemporaneously with this Motion, EKPC is providing its responses to the request for information. Staff’s Post-Hearing Request, Item 10 required EKPC to provide the draft contract with Columbia Gulf Transmission, LLC for which EKPC is requesting confidential

treatment. The attachment and the information provided in response to Staff's Post-Hearing Request, Item 10 are referred to herein collectively as the "Confidential Information" for which protection is sought pursuant to KRS 61.878(1)(a) and KRS 61.878(1)(c)(1). Disclosure of the Confidential Information would permit an unfair commercial advantage to third parties or present an unnecessary and unreasonable infringement upon EKPC's legitimate privacy concerns.

3. The Kentucky Open Records Act and applicable precedent exempts the Confidential Information from disclosure, including 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 EKPC's competitive position in the marketplace which would be to the detriment of EKPC. Additionally, the Confidential Information is publicly unavailable, and its confidentiality is critical to EKPC's effective execution of business decisions and strategy. For these reasons, the Confidential Information satisfies both the statutory and common law standards for affording confidential treatment.

4. The Confidential Information in the response to Staff's Post-Hearing Request, Item 10 contains the Liberty Project Precedent Agreement with Columbia Gulf Transmission, LLC. EKPC is requesting confidential treatment of this precedent agreement pursuant to KRS 61.878(1)(c)(1) because the contract has not been executed at this point. If EKPC is forced to disclose this information before the contract is executed, EKPC could face a commercial disadvantage because others will know the negotiated price if the contract is ultimately not executed and EKPC must negotiate with other gas suppliers.

5. EKPC 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. EKPC reserves the right to object to providing the Confidential Information to any intervenor if said provision could result in liability to EKPC under any Confidentiality Agreement or Non-Disclosure Agreement.

6. In accordance with the provisions of 807 KAR 5:001, Section 13(2), EKPC is filing separately under seal one (1) unredacted copy of the Confidential Information. The document does not contain highlights because EKPC is requesting confidential treatment for the entirety of the document. In the public record, EKPC is noting the filing of the confidential information.

7. In accordance with the provisions of 807 KAR 5:001, Section 13(2), EKPC respectfully requests that the Confidential Information be withheld from public disclosure for an indefinite period.

8. If, and to the extent, the Confidential Information becomes publicly available or otherwise no longer warrants confidential treatment, EKPC will notify the Commission and have its confidential status removed, pursuant to 807 KAR 5:001 Section 13(10).

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

This 31<sup>st</sup> day of March 2025.

Respectfully submitted,

*Heather S. Temple*

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**CERTIFICATE OF SERVICE**

This is to certify that the foregoing electronic filing was transmitted to the Commission on March 31, 2025, and that there are no parties that the Commission has excused from participation by electronic means in this proceeding. Pursuant to prior Commission Orders, no paper copies of this filing will be made.

*Heather S. Temple*

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*Counsel for East Kentucky Power Cooperative, Inc.*