

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

In the Matter of:

ELECTRONIC APPLICATION OF EAST	)	
KENTUCKY POWER COOPERATIVE, INC. FOR	)	
1) CERTIFICATES OF PUBLIC CONVENIENCE	)	
AND NECESSITY TO CONSTRUCT A NEW	)	
GENERATION RESOURCES; 2) FOR A SITE	)	CASE NO. 2024-00370
COMPATIBILITY CERTIFICATE RELATING TO	)	
THE SAME; 3) APPROVAL OF DEMAND SIDE	)	
MANAGEMENT TARIFFS; AND 4) OTHER	)	
GENERAL RELIEF	)	

**JOINT INTERVENORS' RESPONSE TO  
EAST KENTUCKY POWER COOPERATIVE'S  
MOTION FOR CONFIDENTIAL TREATMENT**

Appalachian Citizens Law Center, Kentuckians for the Commonwealth, and Mountain Association (collectively "Joint Intervenors") hereby respond to East Kentucky Power Cooperative's ("EKPC") May 20, 2025 Motion for Confidential Treatment regarding the Reaction Engineering report ("REI report") requested in Joint Intervenors' Information Request 2-47(c).

To the extent that the Company requests the Commission review the report and make a determination as to confidentiality, Joint Intervenors do not object to the request. However, EKPC has a legal obligation pursuant to the Commission's May 15, 2025 Order to "file and serve" the report on Joint Intervenors. EKPC has failed to comply with this obligation, instead seeking to limit Joint Intervenors' access to the report to viewings at EKPC's headquarters, EKPC's counsel's office, or the Commission's Office. EKPC is sufficiently protected by a Confidentiality Agreement it entered into with Joint Intervenors (attached as Exhibit 1), which prohibits any improper use of confidential materials produced in this case and mandates that

Joint Intervenors return any confidential materials at the close of this case, making EKPC's limited mode of production unnecessary and unduly burdensome on Joint Intervenors.

**I. EKPC's Motion Defies the Commission's May 15, 2025 Order Granting Joint Intervenors' Motion to Compel.**

By timely request on January 17, 2025, Joint Intervenors properly sought the production of Reaction Engineering's analysis of the feasibility of co-firing Spurlock Units 3 & 4 (the "REI Report") via data request JI 2-47(c). EKPC has repeatedly failed to produce this report.<sup>1</sup> Joint Intervenors therefore filed a Motion to Compel, in which "Joint Intervenors provided a detailed factual background of the information it had previously requested, where the information originated, and why that information was relevant to the current case."<sup>2</sup> After reviewing the Motion to Compel, EKPC's Response, and Joint Intervenors' Reply, the Commission granted Joint Intervenors' Motion to Compel and specifically ordered EKPC to "file and serve, pursuant to 807 KAR 5:001, Section 4(12)(d)(6), the full REI report requested in JI 2-47(c) to the parties in this proceeding, as discussed above, on or before May 19, 2025."<sup>3</sup>

EKPC has not done so. Instead, in its Motion for Confidential Treatment, EKPC stated that it would only make a copy of the REI Report available for *viewing* by intervenors either at EKPC's headquarters in Winchester or EKPC's counsel's office in Lexington, and that it "would not object" to a party viewing the report at the Commission's Office in Frankfort.<sup>4</sup> EKPC also stated that "[d]uring the viewing, no photocopies, screenshots, pictures or any other duplication

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<sup>1</sup> Joint Intervenors' Motion to Compel and Reply in Support recounted EKPC's repeated failure to produce the report. *See* Joint Intervenors Motion to Compel, Case No. 2024-00370, at 3-5 (Apr. 24, 2025) ("Motion to Compel"); Joint Intervenors Reply in Support of Motion to Compel, Case No. 2024-00370, at 2-4 (May 1, 2025) ("Reply in Support").

<sup>2</sup> Order Granting Motion to Compel, Case No. 2024-00370, at 2 (May 15, 2025) ("Order Granting Motion to Compel").

<sup>3</sup> Order Granting Motion to Compel at 11. Section 4(12)(d)(6) of the Commission's Rules provides that "[t]he responding party shall file with the commission the party's response to a request for information and shall serve it upon all parties to a case."

<sup>4</sup> EKPC Motion for Confidential Treatment, Case No. 2024-00370, at 3-4 (May 19, 2025) ("Motion for Confidential Treatment" or "Motion").

of the REI Report will be permitted. No camera phones or other photographic devices will be allowed into the viewing room with the REI Report.”<sup>5</sup> This mode of production plainly fails to satisfy EKPC’s obligation to file and serve the REI Report.

EKPC’s mode of production also undermines the Commission’s decision to permit supplemental initial briefs and response briefs on the REI report. The Commission concluded that “the procedural schedule should be amended” in order to “allow parties sufficient time to review the REI report and make additional arguments.”<sup>6</sup> Joint Intervenors’ review and briefing on the REI report would be significantly impaired by EKPC’s mode of production. Several of Joint Intervenors’ counsel and experts (all subject to a confidentiality agreement) are located out of state, and Joint Intervenors’ in-state counsel is not located in Winchester, Lexington, or Frankfort. Furthermore, Joint Intervenors’ in-state counsel would be prohibited from transmitting “any . . . duplication of the REI Report,”<sup>7</sup> including, presumably written transcription of any relevant content in the Report. This prohibition on “any duplication” would also presumably prohibit any quotation of the REI report in Joint Intervenors’ briefs, even if redacted from public filing.<sup>8</sup> Finally, EKPC’s statement that no “photographic devices will be allowed into the viewing room with the REI Report” would seem to prohibit Joint Intervenors’ counsel from bringing laptop computers into the viewing room to prepare any necessary briefing while having direct access to the REI report, as those laptops have cameras. In short, EKPC’s mode of production would frustrate any attempt to prepare the supplemental initial briefs and response briefs on the REI report that the Commission chose to permit in its Order.

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<sup>5</sup> Motion for Confidential Treatment at 4.

<sup>6</sup> Order Granting Motion to Compel at 10.

<sup>7</sup> Motion for Confidential Treatment at 4.

<sup>8</sup> Joint Intervenors note that they have properly filed confidential versions of any document containing confidential information in this case, with Joint Intervenors’ public versions of those documents being properly redacted.

## **II. EKPC's Motion Contradicts the Evidentiary Record, Increasing the Need for an Inspection of the Report.**

EKPC's Motion for Confidential Treatment contradicts EKPC's evidence in the record and the Commission's findings in its Order on Joint Intervenors' Motion to Compel. As Joint Intervenors explained in their Motion to Compel and Reply in Support, the REI Report is first referenced in attachment BY-3 to the Direct Testimony of Brad Young. That document—the Spurlock Units 1-4 Gas Co-firing Project Scoping Report, which was authored by Burns & McDonnell—states specifically that “[t]herefore, to increase confidence in the feasibility of the conceptual design, *BMcD subcontracted with Reaction Engineering, Inc. (REI)....*”<sup>9</sup> The “confidential summary of the REI Report” produced as a supplement to EKPC's original response requesting the report, and also authored by Burns & McDonnell, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In accordance with these facts, the Commission found that “the evidence in the record indicates [that] the report was prepared at the request of Burns & McDonnell, an engineering company and not by counsel,” not “for the provision of professional legal services,” and that “Burns & McDonnell subcontracted with REI in order to determine the feasibility of co-firing at Spurlock Units 3 & 4.”<sup>11</sup>

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<sup>9</sup> Application Ex. 4, Direct Testimony of Brad Young on Behalf of East Kentucky Power Cooperative, Inc., Case No. 2024-00370 (Nov. 20, 2024), Attach. BY-3, Spurlock Station Units 1-4 Co-fire Project Scoping Report (Rev. 4), at 7-2 (Oct. 2024) (emphasis added).

<sup>10</sup> Supplemental Response to JI 2-47(c) (Feb. 11, 2025), attachment.

<sup>11</sup> Order Granting Motion to Compel at 10.

In contradiction of the Commission’s findings, EKPC’s Motion for Confidential Treatment claims, again without any evidentiary support, that “[t]he REI Report was prepared at the direction of counsel to assist in developing EKPC’s strategy for compliance with the GHG Rule and the state’s compliance plan.”<sup>12</sup> EKPC has made no attempt to reconcile this claim with the record evidence—and the Commission’s findings—stating that the report was prepared at the request of Burns & McDonnell.<sup>13</sup> But only one of these two stories can be true.

EKPC’s reasoning for deeming the report confidential in the present Motion also plainly contradicts the reasoning in EKPC’s first Motion for Confidential Treatment for the Report, which EKPC filed on January 31, 2025. In the January motion, EKPC claimed that:

In the response to Joint Intervenor’s Second Request, Item 47(c), EKPC provided confidential information pertaining to the fluid dynamics modeling results which is proprietary information to a third-party that is not a party to this proceeding. If this information were made publicly available it would cause competitive hard [sic] to a third-party that is not a party to this proceeding. This information should be granted confidential protection pursuant to 61.878(1)(c)1.<sup>14</sup>

EKPC inadvertently failed to produce the REI Report at the time of filing its January motion, but the January motion reveals that EKPC’s concern at the time was competitive harm to REI, not the “detrimental harm to EKPC and its Owner-Members”<sup>15</sup> that EKPC is now claiming.

In addition to contradicting other record evidence, EKPC’s Motion raises numerous questions that EKPC has not begun to attempt to address. EKPC claims that the report “reveals, in part, EKPC’s strategy in upcoming negotiations regarding the GHG Rule and EKPC’s compliance and state specific plan for compliance with same.”<sup>16</sup> But EKPC has not explained why EKPC’s negotiation strategy would have been developed in a report prepared by a technical

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<sup>12</sup> Motion for Confidential Treatment at 3.

<sup>13</sup> Joint Intervenor’s further note that EKPC’s Motion for Confidential Treatment makes claims that contradict the record and does so without offering an affidavit and without offering statements under oath or affirmation.

<sup>14</sup> EKPC Motion for Confidential Treatment at ¶13 (Jan. 31, 2025) (seeking confidentiality designations for certain information provided in response to Staff and Joint Intervenor’s second set of data requests).

<sup>15</sup> Motion for Confidential Treatment at 4.

<sup>16</sup> *Id.*

sub-contractor. Additionally, to the extent that the Report does in fact contain both information regarding EKPC's strategy pertaining to upcoming negotiations *and* information confirming the feasibility of co-firing at Spurlock Units 3 & 4, EKPC has not explained why it could not simply redact the portions of the Report pertaining to negotiating strategy.

Joint Intervenors recognize that the Commission informed EKPC that it could "elect to file the document with a request for confidentiality if it maintains that the report contains proprietary information, as was originally argued in the motion for confidentiality filed with the document at issue."<sup>17</sup> To the extent that the Company requests the Commission review the report and make a determination as to confidentiality, Joint Intervenors do not object to the request. However, the inconsistencies in the Motion for Confidential Treatment are troubling and raise further doubts as to whether the REI Report does in fact verify the feasibility of EKPC's co-firing plan. As a result, Joint Intervenors continue to have a need to thoroughly review, and address in confidential briefing to the Commission, any portion of the Report that addresses the feasibility of the co-firing plan, which EKPC's current mode of production would unjustifiably hinder.

### **III. EKPC's Accusations Regarding Joint Intervenors' Motives Are Baseless, and EKPC Is Fully Protected by the Confidentiality Agreement and Nondisclosure Certificates Signed by Joint Intervenors.**

In its Motion, EKPC baselessly claims that "[i]t is EKPC's believe [sic] that this information is being sought by the Joint Intervenors as it affords them the means and opportunity to collaterally attack any air permitting work that EKPC may undertake in the future or that the Energy and Environmental Cabinet may undertake in compliance with federal air regulations."<sup>18</sup> EKPC has provided no support for this allegation, and there is none. Joint Intervenors have

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<sup>17</sup> Order Granting Motion to Compel at 10.

<sup>18</sup> Motion for Confidential Treatment at 2.

repeatedly made clear that they are requesting the REI Report for the sole reason of verifying the feasibility of EKPC's Spurlock 3 and 4 co-firing plan for purposes of addressing EKPC's request for a CPCN for that plan. Furthermore, EKPC is already protected from any use of confidential material outside this proceeding through the Confidentiality Agreement it entered into with Joint Intervenors and the corresponding Nondisclosure Certificates signed by any member, agent, or representative of the Joint Intervenors who would access the confidential information.<sup>19</sup>

Joint Intervenors' motives for requesting the REI report are clear and consistent throughout the record. Throughout this proceeding, Joint Intervenors have sought the report for the sole reason of assessing EKPC's claim that the report shows that co-firing the Spurlock 3 and 4 CFB units is feasible. Joint Intervenors' efforts to review the REI Report for that limited purpose are detailed in Joint Intervenors' Motion to Compel and Reply in Support, along with the Commission Order granting the Motion to Compel,<sup>20</sup> and EKPC has presented no reason to doubt Joint Intervenors' motives.

EKPC has also not explained how Joint Intervenors could utilize the REI report to achieve any ulterior motive. Any issues related to EKPC's future air permitting work or Energy and Environmental Cabinet compliance efforts would be firmly outside the scope of this proceeding, and Joint Intervenors have entered into a Confidentiality Agreement that specifies that "[u]se of the information provided pursuant to this Agreement shall be limited strictly to the consideration of the materials in the above-styled docket."<sup>21</sup> The Confidentiality Agreement also protects EKPC by requiring that

[a]ll copies of documents containing information that are provided to the Joint Intervenors under this Agreement pending a ruling by the Commission upon a Motion for Confidential Treatment, and information for which the Commission

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<sup>19</sup> Confidentiality Agreement Between EKPC and Joint Intervenors (Jan. 10, 2025), attached as Exhibit 1.

<sup>20</sup> Order Granting Motion to Compel at 2-4, 6-7.

<sup>21</sup> Exhibit 1 at ¶2

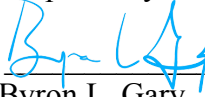
has Ordered that confidential treatment shall be afforded, shall be deemed to be held in trust pursuant to this Agreement and shall be returned to the Company upon demand following the issuance of an Order closing the Commission's docket in this matter, and the exhaustion of any appeals of the expiration of the period for appeal under KRS 278.410.<sup>22</sup>

All members, agents, or representatives of the Joint Intervenor who would access the confidential information have signed a Nondisclosure Certificate, which affirms that the signatory has read the Confidentiality Agreement and incorporates the Confidentiality Agreement by reference. Thus, the Joint Intervenor are already prohibited from using the REI Report to achieve any of the goals that EKPC baselessly accuses them of having.

#### **IV. Conclusion.**

For the reasons set forth above, Joint Intervenor respectfully request that the Commission order EKPC to file and serve the REI Report, as the Commission has already compelled EKPC to do.

Respectfully submitted,



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*Counsel for Joint Intervenor Appalachian  
Citizens' Law Center, Kentuckians for the  
Commonwealth, and Mountain Association,*

[Certificate of Service on following page]

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<sup>22</sup> *Id.* at ¶4.



### **CERTIFICATE OF SERVICE**

In accordance with the Commission's July 22, 2021 Order in Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19*, this is to certify that the electronic filing was submitted to the Commission on May 22, 2025; that the documents in this electronic filing are a true representation of the materials prepared for the filing; and that the Commission has not excused any party from electronic filing procedures for this case at this time.

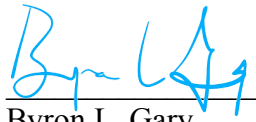
  
Byron L. Gary

Exhibit 1

Confidentiality Agreement

**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) CERTIFICATES OF PUBLIC</b>	)	
<b>CONVENIENCE AND NECESSITY TO</b>	)	
<b>CONSTRUCT GENERATION RESOURCES;</b>	)	<b>CASE NO. 2024-00370</b>
<b>2) A SITE COMPATIBILITY CERTIFICATE</b>	)	
<b>RELATING TO SAME; 3) APPROVAL OF</b>	)	
<b>DEMAND SIDE MANAGEMENT TARIFFS;</b>	)	
<b>AND 4) OTHER GENERAL RELIEF</b>	)	

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**CONFIDENTIALITY AGREEMENT**

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This Confidentiality Agreement (“Agreement”) is entered into by and between, East Kentucky Power Cooperative, Inc. (hereinafter referred to as the “Company”), Appalachian Citizens' Law Center, the Mountain Association and Kentuckians for the Commonwealth (hereinafter referred to as the "Joint Intervenors"), by and through their respective representatives.

**WHEREAS**, the Joint Intervenors have been granted intervention in the above-referenced case involving EKPC’s CPCN and Site Compatibility Certificate before the Kentucky Public Service Commission (“Commission”), and has requested review of certain information which the Company believes to be confidential and proprietary; and

**WHEREAS**, the Company has sought or will seek confidential treatment by the Commission for all information that it believes to be confidential and proprietary and for which it believes public disclosure would prove harmful to the Company or others; and

**WHEREAS**, the Company has requested or will request that the Commission protect from public disclosure the information which the Company believes to be confidential and proprietary, and therefore has agreed to provide the Joint Intervenors with

access to the information pursuant to the terms and conditions of this Agreement alone; and

**WHEREAS**, the Joint Intervenors are willing to enter into this Agreement and have access to the information at issue upon the terms and conditions contained herein;

**NOW, THEREFORE**, in light of the promises, premises and other consideration set forth herein, the sufficiency of which is fully acknowledged, the parties hereby covenant and agree as follows:

1. Access to information which the Company believes to be confidential and propriety that is or will become the subject of the aforementioned Motion(s) for Confidential Treatment, and access to all further information for which confidential treatment may be sought by said Motion(s) in this case will be limited strictly to Joint Intervenors, and their legal counsel and/or consultants, who shall execute a non-disclosure certificate as described in Paragraph 3 and attached as Exhibit A to this agreement. No member, agent or representative of the Joint Intervenors who has an economic or commercial interest that is adverse, competitive to or in conflict with the Company's interests shall be permitted to view the information for which confidentiality is sought by the Company.

2. Use of the information provided pursuant to this Agreement shall be limited strictly to the consideration of the materials in the above-styled docket.

3. The non-disclosure certificate shall require Joint Intervenors, their legal counsel and consultants to read a copy of this Agreement and certify in writing that he or she has reviewed this Agreement and agrees to be bound by its terms before disclosure of the confidential and proprietary information will be made to that individual. The certificate shall contain the full name of the Joint Intervenors' legal counsel and/or consultant(s), and their permanent business address. A copy of each certificate will be provided to the Company as

soon as is reasonably practicable following the execution of each certificate.

4. All copies of documents containing information that are provided to the Joint Intervenor under this Agreement pending a ruling by the Commission upon a Motion for Confidential Treatment, and information for which the Commission has Ordered that confidential treatment shall be afforded, shall be deemed to be held in trust pursuant to this Agreement and shall be returned to the Company upon demand following the issuance of an Order closing the Commission's docket in this matter, and the exhaustion of any appeals or the expiration of the period for appeal under KRS 278.410. Upon demand for return of the information, any notations or other work product of the Joint Intervenor, its counsel or consultants made or contained in the information shall be redacted prior to the return of the information to the Company. Neither Joint Intervenor, their legal counsel, their consultant(s) nor anyone acting under the control, direction or supervision shall make or retain copies (in any format or medium) of the information for which confidentiality has been afforded by the Commission or the information for which confidentiality has been sought, but has not yet been ruled upon by the Commission.

5. If the Joint Intervenor desire to make use of any confidential or proprietary information obtained as a result of their, their legal counsel's or consultant's examination of the information, whether in testimony filed by the Joint Intervenor or through cross-examination of any witness or otherwise, the Joint Intervenor shall notify the Company in advance of the proposed use and shall meet with the Company's representatives to attempt in good faith to establish a procedure that will accommodate the desire of the Joint Intervenor to make use of the information without risking its public disclosure. If the Company and the Joint Intervenor are unable to agree on a means of preventing public disclosure of the

confidential and proprietary information, the Company and Joint Intervenors will submit these issues to the Commission for resolution before the proposed use of the information is made. If the Company has a good faith basis for believing that any member, agent or representative of the Joint Intervenors, their legal counsel and/or consultants has an economic or commercial interest or involved in litigation or permitting activities that are adverse, or competitive or in conflict with the Company's interests, it may withhold production of the information for which it intends to seek confidential treatment until it can be assured that the provision of the information to the Joint Intervenors can be accomplished without compromising the Company's interests. For avoidance of doubt, no information obtained from the Company shall be used to advance or serve an individual's pecuniary, financial, permitting, litigation or commercial interests.

6. Each and every party to this Agreement will act in good faith, and no party to the Agreement will do anything to deprive any other party of the benefit of this Agreement. The parties agree that the Commission is the sole and exclusive forum for considering any alleged breach of this Agreement, and that the remedies within the jurisdiction of the Commission are the only available remedies. This Agreement does not restrict the parties from seeking any injunctive relief in the Franklin Circuit Court which they believe that they are otherwise entitled to seek; furthermore, it does not extinguish any right to judicial review of the Commission's actions.

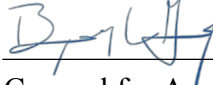
7. Joint Intervenors' participation in this Agreement shall not be construed as an admission that the information claimed to be confidential and proprietary is, as a matter of law, confidential and proprietary, or as a waiver of any right to assert that the information is not confidential and proprietary before the Commission or any court of competent jurisdiction. In the event the Commission should rule that any of the information should be removed from


the restrictions imposed by this agreement, no party shall disclose such information until the Commission's Order subjecting the information to public disclosure becomes final pursuant to KRS 278.410, or until all appeals of such Order have been exhausted, unless authorized to do so by the providing party or a court of competent jurisdiction.

8. This agreement shall bind the parties to it from the date of its execution. This Agreement may be signed in counterparts and every executed copy of this agreement will be deemed an original.

9. By executing this Agreement, counsel affirmatively represents that they have the authority and capacity to bind the parties whom they represent whose duties are identified herein.

EXECUTED AND EFFECTIVE THIS 10 day of January 2025.

By:   
Counsel for Appalachian Citizens' Law Center,  
Mountain Association, and Kentuckians for the  
Commonwealth

By:   
L. Allyson Honaker  
Counsel for East Kentucky Power Cooperative, Inc.

## NONDISCLOSURE CERTIFICATE


**In the Matter of:**

**THE ELECTRONIC APPLICATION OF  
EAST KENTUCKY POWER COOPERATIVE, )  
INC. FOR 1) CERTIFICATES OF PUBLIC )  
CONVENIENCE AND NECESSITY TO )  
CONSTRUCT NEW GENERATION )  
RESOURCES; 2) A SITE COMPATIBILITY ) CASE NO. 2024-00370  
CERTIFICATE RELATING TO THE SAME; )  
3) APPROVAL OF DEMAND SIDE )  
MANAGEMENT TARIFFS; AND 4) OTHER )  
GENERAL RELIEF**


The undersigned hereby certify that, before disclosure to them of any confidential and proprietary information of East Kentucky Power Cooperative, Inc. has been disclosed to them, they have read the Confidentiality Agreement between East Kentucky Power Cooperative, Inc., Appalachian Citizens' Law Center, Mountain Association, and Kentuckians for the Commonwealth, dated January \_\_, 2025, which is incorporated herein by reference as if set forth in its entirety, and agree to be bound by its terms.

Name


Address

  
\_\_\_\_\_  
Byron L. Gary

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

In the Matter of:

ELECTRONIC APPLICATION OF EAST	)	
KENTUCKY POWER COOPERATIVE, INC. FOR	)	
1) CERTIFICATES OF PUBLIC CONVENIENCE	)	
AND NECESSITY TO CONSTRUCT A NEW	)	
GENERATION RESOURCES; 2) FOR A SITE	)	CASE NO. 2024-00370
COMPATIBILITY CERTIFICATE RELATING TO	)	
THE SAME; 3) APPROVAL OF DEMAND SIDE	)	
MANAGEMENT TARIFFS; AND 4) OTHER	)	
GENERAL RELIEF	)	

**AFFIDAVIT OF BYRON L. GARY IN SUPPORT OF  
JOINT INTERVENORS' RESPONSE TO  
EAST KENTUCKY POWER COOPERATIVE'S  
MOTION FOR CONFIDENTIAL TREATMENT**

Comes the Affiant, Byron L. Gary, after being duly sworn, and hereby states as follows:

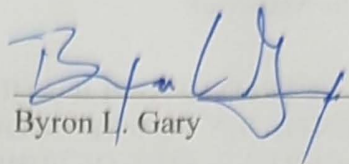
1. I am an attorney representing Appalachian Citizens Law Center, Kentuckians for the Commonwealth, and Mountain Association (collectively "Joint Intervenors") in the above-captioned proceeding.

2. On January 6, 2025, the Public Service Commission ("the Commission") granted Joint Intervenors' Motion to Intervene in this proceeding.

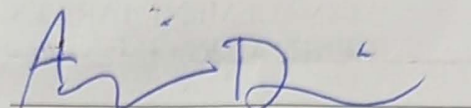
3. On the same day, East Kentucky Power Cooperative ("EKPC"), through counsel, provided a proposed non-disclosure agreement ("NDA"). After edits to correctly identify parties to the proceeding, the NDA was finalized and executed by Joint Intervenors' counsel, expert analysts, and individual representatives of each organization comprising Joint Intervenors.

4. Attached to this affidavit, I provide a true and correct copy of the executed NDA, reflecting the agreed terms and conditions for accessing confidential information in the course of

this proceeding. The attached NDA does not reflect all signatories, but that can be provided if requested by the Commission.

  
Byron L. Gary

Subscribed, acknowledged, and sworn to before me by Byron L. Gary on this the 22nd day of May 2025.



Notary Public  
Notary ID no.: KYNP62350

My Commission expires: 11-21-26

