

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF DUKE ENERGY)	
KENTUCKY, INC. FOR A CERTIFICATE OF)	
PUBLIC CONVENIENCE AND NECESSITY TO)	
CONVERT ITS WET FLUE GAS)	
DESULFURIZATION SYSTEM FROM A)	CASE NO.
QUICKLIME REAGENT PROCESS TO A)	2025-00002
LIMESTONE REAGENT HANDLING SYSTEM AT)	
ITS EAST BEND GENERATING STATION AND)	
FOR APPROVAL TO AMEND ITS)	
ENVIRONMENTAL COMPLIANCE PLAN FOR)	
RECOVERY BY ENVIRONMENTAL SURCHARGE)	
MECHANISM)	

**DUKE ENERGY KENTUCKY, INC.'S FIRST REQUEST FOR INFORMATION
PROPOUNDED UPON THE SIERRA CLUB**

Comes now Duke Energy Kentucky, Inc. (Duke Energy Kentucky or the Company), and addresses the following First Requests for Information to the Sierra Club. to be answered by the date specified in the Commission's Order of Procedure, and in accordance with the following instructions:

I. DEFINITIONS AND INSTRUCTIONS

1. With respect to each discovery request, all information is to be divulged that is within the knowledge, possession, or control of the parties to whom it is addressed, including their agents, employees, attorneys, and/or investigators.
2. Please identify the witness(es) who will be prepared to answer questions concerning each request.
3. These requests shall be deemed continuing so as to require further and

supplemental responses if the Company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.

4. All answers must be separately and fully stated in writing under oath.

5. Where a request calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.

6. For purpose of these discovery requests, the following terms shall have meanings set forth below:

(a) As used herein, “document,” “documentation” and/or “record,” whether stated as the singular or the plural, means any course of binders, book, pamphlet, periodical, letter, correspondence, memoranda, including but not limited to, any memorandum or report of a meeting or telephone or other conversation, invoice, account, credit memo, debit memo, financial statement, general ledger, ledger, journal, work papers, account work papers, report, diary, telegram, record, contract, agreement, study, draft, telex, handwritten or other note, sketch, picture, photograph, plan, chart, paper, graph, index, tape, data processing card, data processing disc, data cells or sheet, check acceptance draft, e-mail, studies, analyses, contracts, estimates, summaries, statistical statements, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, trade letters, comparisons, brochures, pamphlets, circulars, bulletins, notices, forecasts,

electronic communication, printouts, all other data compilations from which information can be obtained (translated if necessary by defendants into usable form), any preliminary versions, drafts or revisions of any of the foregoing, and/or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced and regardless of origin or location, in the possession, custody and/or control of the defendant and/or their agents, accountants, employees, representatives and/or attorneys. “Document” and “record” also mean all copies of documents by whatever means made, if the copy bears any other markings or notations not found on the original.

- (b) The terms “relating to,” “referring to,” “referred to,” “pertaining to,” “pertained to” and “relates to” means referring to, reporting, embodying, establishing, evidencing, comprising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting and/or constituting and/or in any way involving.
- (c) The terms “and,” “or,” and “and/or” within the meaning of this document shall include each other and shall be both inclusive and disjunctive and shall be construed to require production of all documents, as above described, in the broadest possible fashion and manner.
- (d) The term “Sierra Club” shall mean the Sierra Club, and shall include, but is not limited to, each and every agent, employee, servant, insurer,

and/or attorney of Sierra Club. The term “you” shall be deemed to refer to Sierra Club.

- (e) The term “Commission” shall mean the Kentucky Public Service Commission.
- (f) The terms “Duke Energy Kentucky” or the “Company” shall mean Duke Energy Kentucky, Inc., its employees, agents, officers, directors, and representatives.
- (g) To “identify” shall mean:
 - (1) With respect to a document, to state its date, its author, its type (for example, letter, memorandum, chart, photograph, sound reproduction, etc.), its subject matter, its present location, and the name of its present custodian. The document may be produced in lieu of supplying the foregoing information. For each document which contains information as privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
 - (2) With regard to a natural person, to state his or her full name, last known employer or business affiliation, title, and last known home address.
 - (3) With regard to a person other than a natural person, state the title of that person, any trade name, or corporate name or partnership name used by that person, and the principal

business address of that person.

(h) To “produce” or to “identify and produce,” shall mean that the Sierra Club shall produce each document or other requested tangible thing. For each tangible thing which Sierra Club contends is privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.

(i) The terms “Party or Parties” shall mean any organization, person, corporation, entity, etc., which intervened in the above-captioned proceeding and shall further include the Kentucky Public Service Commission Staff.

(j) The terms “Agreement or Agreements” shall mean written or oral terms agreed upon by the participants and include, but are not limited to, protective agreements, confidentiality agreements, joint defense agreements, agreements to support or oppose any item or position, and any other commitments made among the Sierra Club and any Intervening Party.

II. REQUESTS FOR INFORMATION

1. Other than Ms. Chelsea Hotaling and Ranajit Sahu, please identify any persons, including experts, whom Sierra Club has consulted or retained with regard to evaluating Duke Energy Kentucky’s Application in this proceeding.

2. For each person identified in response to Interrogatory No. 1 above, please state:

a. the subject matter of the discussions/consultations/evaluations.

- b. the written opinions of such persons regarding Duke Energy Kentucky's Application.
- c. the facts to which each person relied upon; and
- d. a summary of the person's qualifications to render such discussions/consultations/evaluations.

3. For each person identified in response to Interrogatory No. 1 above, please identify all proceedings in all jurisdictions in which the witness/person has offered evidence, including but not limited to, pre-filed testimony, sworn statements, and live testimony or analysis. For each response, please provide the following:

- a. the jurisdiction in which the testimony, statement, or analysis was pre-filed, offered, given, or admitted into the record.
- b. the administrative agency and/or court in which the testimony, statement, or analysis was pre-filed, offered, admitted, or given.
- c. the date(s) the testimony, statement, or analysis was pre-filed, offered, admitted, or given.
- d. the identifying number for the case or proceeding in which the testimony, statement, or analysis was pre-filed, offered, admitted, or given; and
- e. whether the person was cross-examined.

4. Identify and provide all documents or other evidence that Sierra Club may seek to introduce as exhibits or for purposes of witness examination in the above-captioned matter.

5. Please identify whether Ms. Hotaling has any updates or corrections to her testimony submitted in Case No. 2024-00152 on December 6, 2024. If the answer is in the affirmative, please list and explain such updates or corrections.

6. Please provide copies of any and all documents, analysis, summaries, white papers, work papers, spreadsheets (electronic versions with cells intact), including drafts thereof, as well as any underlying supporting materials created by the Sierra Club and/or Ms. Hotaling since December 4, 2024 as part the evaluation of Duke Energy Kentucky's Application in this either Case No. 2024-00152 or Case No. 2025-0002.

7. Please provide copies of any and all documents, analysis, summaries, white papers, work papers, spreadsheets (electronic versions with cells intact), including drafts thereof, as well as any underlying supporting materials created by Dr. Sahu as part of his evaluation of Duke Energy Kentucky's Application in this case and/ or used in the creation of Dr. Sahu's testimony filed on March 28, 2025.

8. Please provide copies of any and all documents not created by Dr. Sahu including but not limited to, analysis, articles, books, summaries, cases, reports, and evaluations, that Dr. Sahu relied upon, referred to, or used in the development of his testimony filed on March 28, 2025.

9. Does Dr. Sahu agree that the Mercury and Air Toxics Standards rule currently remains in place? If the response is in the negative, please explain.

10. Does Dr. Sahu agree that the US EPA has not suspended or stayed the implementation of new Mercury Air Toxics Standards issued on May 7, 2024, and Greenhouse Gas Performance Standards that were finalized on April 25, 2024. If the response is in the negative, please explain.

11. Does Dr. Sahu agree that under implementation of the Mercury Air Toxics Standards issued May 7, 2024, Duke Energy Kentucky must maintain continuous compliance under all operating conditions? If not, please explain why.

12. Is Dr. Sahu aware of any official action by the EPA, outside of the referenced press release, guaranteeing a blanket 2-year compliance exemption to the May 2024 MATS rule? If yes, please provide.

13. Is Dr. Sahu recommending that the Commission reject any MATS related capital investment at East Bend if the Commission were to issue an Order denying the Company's Limestone Conversion Application.

- a. If so, is it Dr. Sahu's opinion that no capital funding is required for East Bend's MATS compliance.
- b. If the answer to part (a) above is in the affirmative, provide all evidence, analysis, and data that supports Dr. Sahu's conclusion that no capital funding is required for East Bend to comply with MATS.

Respectfully submitted,

/s/Rocco D'Ascenzo

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CERTIFICATE OF SERVICE

This is to certify that the foregoing electronic filing is a true and accurate copy of the document being filed in paper medium; that the electronic filing was transmitted to the Commission on April 4, 2025; and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

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