



FEDERAL EXPRESS

March 26, 2018

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Ms. Gwen R. Pinson, Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615

RECEIVED

MAR 27 2018

PUBLIC SERVICE
COMMISSION

RE: In the Matter of: The Application of South Kentucky Rural Electric Cooperative Corporation for Approval of Master Power Purchase and Sale Agreement and Transactions Thereunder
Kentucky Public Service Commission, Case No. 2018-00050

Dear Ms. Pinson:

Enclosed please find a redacted original and ten (10) copies of the Supplemental Requests for Information (“Supplemental Requests”) to South Kentucky Rural Electric Cooperative Corporation (“South Kentucky”) from Intervenors Big Sandy Rural Electric Cooperative Corporation, Blue Grass Energy Cooperative Corporation, Clark Energy Cooperative, Inc., Cumberland Valley Electric, Inc., Farmers Rural Electric Cooperative Corporation, Fleming-Mason Energy Cooperative, Inc., Grayson Rural Electric Cooperative Corporation, Inter-County Energy Cooperative Corporation, Jackson Energy Cooperative Corporation, Licking Valley Rural Electric Cooperative Corporation, Nolin Rural Electric Cooperative Corporation, Owen Electric Cooperative, Inc., Shelby Energy Cooperative, Inc., and Taylor County Rural Electric Cooperative Corporation. Also enclosed is a sealed envelope marked “Confidential” containing a complete, unredacted copy of these Supplemental Requests with the information therein highlighted that was designated confidential by South Kentucky and is subject of South Kentucky’s Motion for Confidential Treatment or Second Motion for Confidential Treatment, both of which are pending before the Commission.

I certify that on this date, a copy of this letter and a copy of the redacted enclosure, and a copy of the unredacted enclosure if the person has signed the Confidentiality Agreement provided by South Kentucky, were served on the persons listed on the attached service list by electronic mail (when available) or by regular, U.S. mail.

If you have any questions or need additional information, please contact me.

Sincerely yours,

R. Michael Sullivan

MS/dm
Enclosures
cc; w/enc: Service List

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PSC Case No. 2018-00050

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATION OF SOUTH KENTUCKY RURAL)	
ELECTRIC COOPERATIVE CORPORATION)	Case No.
FOR APPROVAL OF MASTER POWER)	2018-00050
PURCHASE AND SALE AGREEMENT AND)	
TRANSACTIONS THEREUNDER)	

**SUPPLEMENTAL REQUESTS FOR INFORMATION TO
SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION
FROM DISTRIBUTION COOPERATIVES**

These supplemental requests for information in this proceeding are propounded to South Kentucky Rural Electric Cooperative Corporation ("South Kentucky") by the following East Kentucky Power Cooperative ("EKPC") member distribution cooperatives: Big Sandy Rural Electric Cooperative Corporation, Blue Grass Energy Cooperative Corporation, Clark Energy Cooperative, Inc., Cumberland Valley Electric, Inc., Farmers Rural Electric Cooperative Corporation, Fleming-Mason Energy Cooperative, Inc., Grayson Rural Electric Cooperative Corporation, Inter-County Energy Cooperative Corporation, Jackson Energy Cooperative Corporation, Licking Valley Rural Electric Cooperative Corporation, Nolin Rural Electric Cooperative Corporation, Owen Electric Cooperative, Inc., Shelby Energy Cooperative, Inc., and Taylor County Rural Electric Cooperative Corporation ("Distribution Cooperatives"). The Distribution Cooperatives request that South Kentucky answer these information requests in accordance with the following Definitions and Instructions.

1 Electric Cooperative, Inc., Shelby Energy Cooperative, Inc., and Taylor County Rural Electric
2 Cooperative Corporation.

3 8. “Document” means any written, recorded, transcribed, printed or impressed
4 matter of whatever kind, however produced, stored or reproduced, including, but not limited to,
5 sound or pictorial recordings, computerized information, books, pamphlets, letters, memoranda,
6 telegrams, electronic or mechanical transmissions, communications of all kinds, reports, notes,
7 working papers, handwritings, charts, papers, writings, printings, transcriptions, tapes and
8 records of all kinds. Document includes, without limitation, all workpapers produced by or
9 relied upon by the witness.

10 9. “EKPC” means East Kentucky Power Cooperative.

11 10. “Morgan Stanley” means Morgan Stanley Capital Group, Inc.

12 11. “MOU” means the Memorandum of Understanding and Agreement Regarding
13 Alternate Power Sources dated July 23, 2015 and attached as Exhibit 2 to South Kentucky’s
14 Application.

15 12. “Person” includes a natural person, a business organization of any type, an
16 unincorporated association, a governmental subdivision, agency, or entity, and a business trust.

17 13. “PJM” means PJM Interconnection LLC, a regional transmission organization in
18 the United States.

19 14. “PPA” means the Master Power Purchase and Sale Agreement dated as of
20 December 17, 2017, by and between South Kentucky and Morgan Stanley Capital Group Inc.,
21 including all related documents filed as Exhibits 5 through 15 to South Kentucky’s application in
22 this proceeding.

- 1 d. provide any Documents provided or discussed during the communication.
- 2 2. Is South Kentucky aware that before September 2017, one or more of the other
3 distribution cooperatives attempted to pursue their right to obtain up to 15% of their
4 coincident peak demand energy from an Alternate Source pursuant to Amendment No. 3
5 and the MOU, and EKPC persuaded the distribution cooperatives not to do so? If your
6 answer is yes, please state all knowledge you have of any of these incidents.
- 7 3. Did any representative of EKPC meet with any representative of South Kentucky or its
8 Board of Directors to provide evidence of the cost impact to the other fifteen distribution
9 cooperatives of the PPA? If your answer is yes, please describe all information provided
10 by EKPC, including who at EKPC provided the information, who at South Kentucky was
11 provided the information, when and under what circumstances.
- 12 4. Did any representative of EKPC attempt to persuade South Kentucky to reconsider its
13 decision to pursue the PPA? If your answer is yes, please describe all such
14 communication between EKPC and South Kentucky, including who at EKPC
15 communicated to South Kentucky, who at South Kentucky received the communication,
16 when and under what circumstances.
- 17 5. Please refer to South Kentucky's Answer to the Distribution Cooperatives' Request for
18 Information ("DC 1-__") No. 6 ("DC 1-6"). Did EKPC give "assurances" that it could
19 mitigate South Kentucky's Alternate Source designation of 58 MW specifically at a full
20 load factor of 100% (508,080 MWh)? If the answer is yes, please state specifically what
21 "assurances" were given, by whom they were made, when and under what circumstances,
22 including a detailed explanation of any methods of mitigation that EKPC indicated it
23 could perform so the other fifteen cooperatives would not experience any cost shifting.

- 1 6. If EKPC can mitigate all or most of the cost shifting that may result from the proposed
2 transaction, except the Environmental Surcharge (“ES”) amounts for the 58MW, would
3 SKRECC agree to pay its share of the ES so that the other fifteen cooperatives would not
4 experience any cost shifting and their members would not see any increase in rates
5 because of the proposed transaction?
- 6 7. Please refer to South Kentucky’s Answer to DC 1-8. If no agreement is reached between
7 South Kentucky and EKPC for EKPC to act as a market participant and/or as South
8 Kentucky’s agent in PJM for all of South Kentucky’s 58 MW purchase from Morgan
9 Stanley, does South Kentucky have an alternate plan for participating in PJM itself, or
10 contracting with another party to act as a market participant and/or as South Kentucky’s
11 agent in PJM? If so, please explain that plan in detail, including but not limited to the
12 cost of same, and produce any Documents relating to any alternate plan.
- 13 8. Please refer to South Kentucky’s Answer to DC 1-9 Attachment DISTCOOP #4 titled
14 “Amendment 3/MOU RFP Process Update,” December 19, 2017, Page 10, the second
15 bullet point under “Benefits” titled “Diversity in Power Supplier.” Was there any
16 discussion that the proposed transaction, if approved by the Commission, would amount
17 to approximately 42% of South Kentucky’s 2017 retail energy sales? If so, please
18 explain that discussion in detail. If not, please explain why it was not discussed.
- 19 9. Please refer to South Kentucky’s Answer to DC 1-9 Attachment DISTCOOP #4 titled
20 “Amendment 3/MOU RFP Process Update,” December 19, 2017, Page 11, the first bullet
21 point titled “This should be pretty easy.” Please explain in detail what was described as
22 being “pretty easy.” Please explain the rationale or basis that was given to the South
23 Kentucky Board of Directors for the statement “This should be pretty easy.”

1 10. Please refer South Kentucky's Answer to DC 1-10 d. What evidence of collateral upon
2 the start date for the delivery of power by Morgan Stanley does South Kentucky intend to
3 post? Please provide the estimated annual cost of securing and maintaining said evidence
4 of collateral.

5 11. Please refer to South Kentucky's Answer to DC 1-14. Please explain the details of South
6 Kentucky's conversation with EKPC that it could participate in the RFP, to include who
7 at EKPC was spoken to, by whom at South Kentucky, when and under what
8 circumstances.

9 12. If South Kentucky fails to obtain a final, non-appealable order approving the proposed
10 transaction with Morgan Stanley on or before May 31, 2018, does South Kentucky have a
11 plan for obtaining its noticed 58 MW from a different source? If yes, please explain in
12 detail the plan. If no, please state whether South Kentucky has had any conversations
13 with anyone at EKPC regarding EKPC continuing to serve that load? If so, please advise
14 the details of said conversations to include who, when and under what circumstances.

15 13. Please refer to paragraph 14(iii) of the Firm Physical Energy Confirmation of the PPA
16 and paragraph 17(iii) of Financial Capacity Confirmation of the PPA. If South Kentucky
17 fails to obtain a final, non-appealable order from the Commission approving the proposed
18 transaction with Morgan Stanley on or before May 31, 2018, can either South Kentucky
19 or Morgan Stanley elect to terminate the PPA? If your answer is yes, please describe in
20 detail what, if any, liability either South Kentucky has to Morgan Stanley or Morgan
21 Stanley has to South Kentucky if either party elects to terminate the PPA for this reason,
22 including any reference to any relevant provisions of the PPA.

- 1 14. Please refer to paragraphs 14(iii) and 16(c) of the Firm Physical Energy Confirmation of
2 the PPA and paragraphs 17(iii) and 19(c) of Financial Capacity Confirmation of the
3 PPA. If South Kentucky fails to obtain a final, non-appealable order from the
4 Commission approving the proposed transaction on or before May 31, 2018, and South
5 Kentucky or Morgan Stanley elects to terminate the PPA, does the PPA require South
6 Kentucky to continue to diligently pursue the case before the Commission and diligently
7 pursue an appeal of an adverse Commission order even though the PPA has been
8 terminated? Please explain your answer in detail, including reference to any relevant
9 provisions of the PPA.
- 10 15. Please refer to paragraph 16 of the Application and Dennis Holt's testimony on page 16,
11 lines 7-11, where Mr. Holt states that the energy and capacity prices set forth in the PPA
12 will not remain available past May 31, 2018. If this is the case, is there any valid reason
13 for the Commission to approve the proposed transaction if the Commission cannot do so
14 on or before April 25, 2018? If your answer is yes, please explain in detail all such
15 reasons.
- 16 16. Please explain in detail all costs and risks to which South Kentucky is exposed if the
17 Commission does not approve its Application.
- 18 17. Why does South Kentucky's analysis of the risks and benefits of the proposed transaction
19 with Morgan Stanley assume South Kentucky's load never changes?
- 20 18. Did South Kentucky perform any study or analysis of EKPC's ability to mitigate the loss
21 of South Kentucky's load if the Commission approves the PPA, beyond relying on
22 alleged statements of EKPC's CEO Tony Campbell made August 7, 2017 and August 21,

1 2017, and the December 29, 2017 email and attached memo? If yes, please describe any
2 such study and analysis. If no, please explain why South Kentucky did not do so.

3 19. Please refer to the three presentations by EnerVision, Inc. to the South Kentucky Board
4 of Directors dated September 4, 2017, October 19, 2017 and December 19, 2017,
5 respectively. These are referenced in South Kentucky's Response to DC 1-2 and are part
6 of Attachment DISTCOOP#4. Page 10 of the December 19, 2017 presentation lists six
7 risks of the proposed PPA. Please also refer to South Kentucky's response to the
8 Commission Staff's Request ("Staff 1-__") Items 2 and 18 ("Staff 1-2 and 1-18"), and
9 response to DC 1-35, where South Kentucky lists seven risks of the proposed PPA. The
10 risk not mentioned on page 10 of the EnerVision presentation that is mentioned in the
11 above referenced responses is "failure of Morgan Stanley to perform under the proposed
12 transaction." Please state whether this risk was considered by the South Kentucky Board
13 of Directors, and if so, state all information presented to the South Kentucky Board of
14 Directors concerning this risk, any discussion concerning this risk, and what analysis was
15 done, if any, as to the potential cost(s) to South Kentucky if this risk occurs.

16 20. Please refer to page 7 of the presentation attached to South Kentucky's response to Staff
17 1-2, where it states, "Not a perfect hedge because volume could be plus or minus 68
18 MW."

- 19 a. Under what circumstances could the volume be greater than 68 MW?
- 20 b. Under what circumstances could the volume be less than 68 MW?
- 21 c. Given that EnerVision acknowledges that the "volume could be plus or minus 68
22 MW," why does EnerVision's net present value ("NPV") analysis assume the
23 volume is 68 MW in each year of the contract term?

1 21. Please refer to Exhibit CB-8 and page 7 of the presentation attached to South Kentucky's
2 response to Staff 1-2, where it states, "Not a perfect hedge because RTO price is not the
3 final price."

4 a. Did either South Kentucky or EnerVision perform any sensitivity analyses or
5 other studies other than Exhibit CB-8 to determine the potential impact on the
6 NPV analysis of the difference between the RTO price and the final price over the
7 life of the PPA?

8 i. If so, provide all such analyses and/or studies. If not, explain in
9 detail why no such analyses or studies were performed.

10 b. Did either South Kentucky or EnerVision perform any analyses or other studies to
11 determine how often the RTO price either has differed in the past from the final
12 price or is projected to differ from the final price, and the magnitude of that
13 difference?

14 i. If so, provide all such analyses and/or studies. If not, explain in
15 detail why no such analyses or studies were performed.

16 c. Are there any caps or limitations on Morgan Stanley's obligations with regard to
17 the capacity hedge?

18 i. If so, where are the terms for those caps or limitations?

19 d. Explain in detail why South Kentucky agreed to pay Morgan Stanley if the price
20 South Kentucky pays for capacity in PJM is less than \$█/MW-day.

21 22. Please refer to the Excel Spreadsheet provided as Attachment 4 (Sheet 1) to South
22 Kentucky's responses to the Distribution Cooperatives' First Request for Information.

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[REDACTED]

23. Please refer to South Kentucky’s responses to Staff 1-5(a) and 18(c) and Section 20 of the Financial Capacity Confirmation attached as Exhibit 8 to South Kentucky’s Application. Since the PPA is not tied to any specific generating resource, how will it be determined whether and the extent to which Morgan Stanley is subject to Additional Environmental Costs as defined in Section 20 of the Financial Capacity Confirmation?

24. Please refer to South Kentucky’s response to Staff 1-13. Provide all analyses, studies, and other documents on which South Kentucky and/or EnerVision relied in assuming that South Kentucky’s cost to be a member of PJM is limited to \$1,500 fee plus \$5,000 annually.

25. Please refer to South Kentucky’s response to Staff 1-5(c). Since South Kentucky will be an RPM entity, paying PJM for capacity it procures through the capacity auctions, please confirm whether South Kentucky will be subject to a Locational Reliability Charge for load served during the delivery year.

- a. If your answer is no, please explain why South Kentucky will not be subject to this charge.
- b. If your answer is yes, please state whether South Kentucky included this charge in its NPV analysis?

1 28. Please refer to South Kentucky's response to Staff 1-15(e). If the sole reason that South
2 Kentucky must join PJM as a market participant is because EKPC required South
3 Kentucky, why is membership in PJM as a market participant an obligation of South
4 Kentucky in item 12 of the Firm Physical Energy Confirmation, Exhibit 7 of the
5 Application?

6 29. Please refer to South Kentucky's response to DC-32 and DC-33. Why did South
7 Kentucky not rely upon a PJM capacity price forecast for the years in the cost
8 comparison following 2021?

9 30. Please refer to South Kentucky's response to DC 1-8. Has South Kentucky determined at
10 this time whether the Commission must approve its agreement with EKPC, or any other
11 party, for South Kentucky to join PJM as a market participant and for EKPC, or any other
12 party, to act as its agent in PJM?

13 a. If your answer is yes, please explain the basis of your determination.

14 b. Whether your answer is yes or no, do you agree that the Commission should not
15 consider your Application until all parts of this transaction that require
16 Commission approval are presented to the Commission?

17 i. If your answer is no, please explain in detail the basis for your
18 answer.

19 31. Please refer to South Kentucky's response to DC 1-10. Please state the likelihood that
20 South Kentucky will need a letter of credit or line of credit under the Collateral Annex
21 that will exceed a period of twenty-four (24) months and explain the basis for your
22 answer.

1 a. If your answer is that it is likely that South Kentucky will need a letter of credit or
2 line of credit under the Collateral Annex that will exceed a period of twenty-four
3 (24) months, which requires Commission approval, do you agree that the
4 Commission should not consider your Application until all parts of this
5 transaction that require Commission approval are presented to the Commission?

6 i. If your answer is no, please explain in detail the basis for your
7 answer.

8 32. Please refer to South Kentucky's response to Staff 1-2 and 1-18, and AG 1-5. Is there
9 any circumstance in which the energy cost to South Kentucky from Morgan Stanley will
10 not remain fixed, other than the changes in environmental laws? If yes, please explain in
11 detail.

12 33. Please refer to South Kentucky's response to EKPC's First Request for Information
13 ("EKPC 1-__") Item 15 ("EKPC 1-15"). Please describe the costs associated with a
14 master letter of credit or subordinate letter of credit and the explain the reasons for your
15 statement that those costs were considered to be immaterial, including but not limited to
16 the dollar amount of any estimate you made of those costs.

17 34. Please identify and provide a copy of any Document by which the RUS granted a
18 deviation to authorize the amount of the master letter of credit or line of credit sought by
19 South Kentucky to satisfy the collateral requirements of the PPA to exceed the limitations
20 set forth in the RUS loan contract in Article VI, Section 6.13 (e).

21 35. What are the potential consequences for South Kentucky under the PPA if is required to
22 post collateral and is unable to do so?
23

- 1 36. Please provide a copy of any Document that evidences a firm proposal to South Kentucky
2 from any entity for the credit facility required by South Kentucky to be in a position to
3 satisfy the collateral requirements of the PPA. For each such proposal, please state
4 whether the proposal was made before or after the proposing entity was provided a copy
5 of the PPA.
- 6 37. Please refer to South Kentucky's response to DC 1-35. The question asked what
7 quantification of the risks was developed, but the response does not address this
8 question. Did South Kentucky quantify any of the risks listed in response to DC-35? If
9 so, please explain and support such quantification; if not, please explain why South
10 Kentucky did not quantify those risks.
- 11 38. Please refer to South Kentucky's response to DC 1-3. Are there any documents
12 responsive to this request for information that were not produced by South Kentucky in
13 its response dated March 13, 2018? If so, please provide a copy of those documents.
- 14 39. Please refer to South Kentucky's response to DC 1-4. Are there any documents
15 responsive to this request for information that were not produced by South Kentucky in
16 its response dated March 13, 2018? If so, please provide a copy of those documents.
- 17 40. Please refer to South Kentucky's response to DC 1-5. Are there any documents
18 responsive to this request for information that were not produced by South Kentucky in
19 its response dated March 13, 2018? If so, please provide a copy of those documents.
- 20 41. Please refer to South Kentucky's response to DC 1-8. Please update South Kentucky's
21 response to this item as of the date of its responses to supplemental information requests.
- 22 42. Please refer to DC 1-10.

- 1 a. Please update South Kentucky’s response to this item as of the date of its
2 responses to supplemental information requests.
- 3 b. Is South Kentucky seeking a letter of credit or line of credit facility that will be
4 available to meet its collateral obligations under the PPA?
- 5 i. If the answer is “yes,” has South Kentucky calculated the amount
6 of the credit facility it will require in order to be in a position to
7 satisfy the collateral requirements of the PPA?
- 8 1. If the answer to this question is “yes,” please state that amount, and
9 provide all calculations and workpapers supporting that amount.
- 10 2. If the answer to this question is “no,” please state how South
11 Kentucky will meet its collateral obligations under the PPA.
- 12 c. Has CoBank or CFC communicated whether they have identified any “material
13 issues” in connection with its review the PPA? Please describe any
14 communications with CoBank or CFC regarding their review of the PPA or the
15 proposed transaction, and provide a copy of any Documents evidencing such
16 communications.
- 17 43. Please refer to South Kentucky’s response to AG 1-7. State the basis for South
18 Kentucky’s conclusion that it will not have to pay transmission costs related to service
19 from its Alternate Source.
- 20 44. Please refer to South Kentucky’s response to AG 1-11. Has South Kentucky estimated
21 the amount of cash or credit it needs to maintain in order to be in a position to replace the
22 Alternate Source in the PJM market if Morgan Stanley defaults? If so, please state that
23 amount and how South Kentucky plans to assure that resources in that amount are

1 available throughout the term of the PPA. If not, please explain in detail why that study
2 was not made.

3 On this the 26th day of March, 2018.

4 Respectfully submitted,

5
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PJM Billing Statement Line Items

ID #	CHARGES
1000	Amount Due for Interest on Past Due Charges
1100	Network Integration Transmission Service
1101	Network Integration Transmission Service (ATSI Low Voltage)
1104	Network Integration Transmission Service Offset
1108	Transmission Enhancement
1109	MTEP Project Cost Recovery
1110	Direct Assignment Facilities
1120	Other Supporting Facilities
1130	Firm Point-to-Point Transmission Service
1133	Firm Point-to-Point Transmission Service Resale
1135	Neptune Voluntary Released Transmission Service (Firm)
1138	Linden Voluntary Released Transmission Service (Firm)
1140	Non-Firm Point-to-Point Transmission Service
1143	Non-Firm Point-to-Point Transmission Service Resale
1145	Neptune Voluntary Released Transmission Service (Non-Firm)
1146	Neptune Default Released Transmission Service (Non-Firm)
1147	Neptune Unscheduled Usage Billing Allocation
1155	Linden Voluntary Released Transmission Service (Non-Firm)
1156	Linden Default Released Transmission Service (Non-Firm)
1157	Linden Unscheduled Usage Billing Allocation
1200	Day-ahead Spot Market Energy
1205	Balancing Spot Market Energy
1210	Day-ahead Transmission Congestion
1215	Balancing Transmission Congestion
1218	Planning Period Congestion Uplift
1220	Day-ahead Transmission Losses
1225	Balancing Transmission Losses
1230	Inadvertent Interchange
1240	Day-ahead Economic Load Response
1241	Real-time Economic Load Response
1242	Day-Ahead Load Response Charge Allocation
1243	Real-Time Load Response Charge Allocation
1245	Emergency Load Response
1250	Meter Error Correction
1260	Emergency Energy
1301	PJM Scheduling, System Control and Dispatch Service - Control Area Administration
1302	PJM Scheduling, System Control and Dispatch Service - FTR Administration
1303	PJM Scheduling, System Control and Dispatch Service - Market Support



PJM Billing Statement Line Items

ID #	CHARGES
1304	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration
1305	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.
1306	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center
1307	PJM Scheduling, System Control and Dispatch Service - Market Support Offset
1308	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration
1309	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration
1310	PJM Scheduling, System Control and Dispatch Service Refund - Market Support
1311	PJM Scheduling, System Control and Dispatch Service Refund - Regulation Market Administration
1312	Mgmt.
1313	PJM Settlement, Inc.
1314	Market Monitoring Unit (MMU) Funding
1315	FERC Annual Charge Recovery
1316	Organization of PJM States, Inc. (OPSI) Funding
1317	North American Electric Reliability Corporation (NERC)
1318	Reliability First Corporation (RFC)
1319	Consumer Advocates of PJM States, Inc. (CAPS)
1320	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1340	Regulation and Frequency Response Service
1350	Energy Imbalance Service
1360	Synchronized Reserve
1362	Non-Synchronized Reserve
1365	Day-ahead Scheduling Reserve
1370	Day-ahead Operating Reserve
1371	Day-ahead Operating Reserve for Load Response
1375	Balancing Operating Reserve
1376	Balancing Operating Reserve for Load Response
1377	Synchronous Condensing
1378	Reactive Services
1380	Black Start Service
1390	Fuel Cost Policy Penalty
1400	Load Reconciliation for Spot Market Energy
1410	Load Reconciliation for Transmission Congestion
1420	Load Reconciliation for Transmission Losses
1430	Load Reconciliation for Inadvertent Interchange
1440	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service
1441	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund
1442	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center

PJM Billing Statement Line Items

ID #	CHARGES
1444	Load Reconciliation for Market Monitoring Unit (MMU) Funding
1445	Load Reconciliation for FERC Annual Charge Recovery
1446	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding
1447	Load Reconciliation for North American Electric Reliability Corporation (NERC)
1448	Load Reconciliation for Reliability First Corporation (RFC)
1449	Load Reconciliation for Consumer Advocates of PJM States, Inc. (CAPS) Funding
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1460	Load Reconciliation for Regulation and Frequency Response Service
1470	Load Reconciliation for Synchronized Reserve
1472	Load Reconciliation for Non-Synchronized Reserve
1475	Load Reconciliation for Day-ahead Scheduling Reserve
1478	Load Reconciliation for Balancing Operating Reserve
1480	Load Reconciliation for Synchronous Condensing
1490	Load Reconciliation for Reactive Services
1500	Financial Transmission Rights Auction
1600	RPM Auction
1610	Locational Reliability
1650	Auction Specific MW Capacity Transaction
1660	Load Management Compliance Penalty
1661	Capacity Resource Deficiency
1662	Generation Resource Rating Test Failure
1663	Qualifying Transmission Upgrade Compliance Penalty
1664	Peak Season Maintenance Compliance Penalty
1665	Peak-Hour Period Availability
1666	Load Management Test Failure
1667	Non-Performance
1670	FRR LSE Reliability
1680	FRR LSE Demand Resource and ILR Compliance Penalty
1681	FRR LSE Capacity Resource Deficiency
1682	FRR LSE Generation Resource Rating Test Failure
1683	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
1684	FRR LSE Peak Season Maintenance Compliance Penalty
1685	FRR LSE Peak-Hour Period Availability
1686	FRR LSE Load Management Test Failure
1687	FRR LSE Schedule 9-5
1688	FRR LSE Schedule 9-6
1710	PJM/MISO Seams Elimination Cost Assignment
1712	Intra-PJM Seams Elimination Cost Assignment

PJM Billing Statement Line Items

ID #	CHARGES
1720	RTO Start-up Cost Recovery
1730	Expansion Cost Recovery
1900	Unscheduled Transmission Service
1910	Ramapo Phase Angle Regulators
1911	Michigan - Ontario Interface Phase Angle Regulators
1920	Station Power
1930	Generation Deactivation
1932	Generation Deactivation Refund
1950	Virginia Retail Administrative Fee
1952	Deferred Tax Adjustment
1955	Deferral Recovery
1980	Miscellaneous Bilateral
1995	PJM Annual Membership Fee
1999	PJM Customer Payment Default