

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC TARIFF FILING OF EAST)	
KENTUCKY POWER COOPERATIVE, INC. TO)	CASE NO.
ESTABLISH A NEW TARIFF FOR DATA CENTER)	2025-00140
POWER)	

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
TO EAST KENTUCKY POWER COOPERATIVE, INC.

East Kentucky Power Cooperative, Inc. (EKPC), pursuant to 807 KAR 5:001, shall file with the Commission an electronic version of the following information. The information requested is due on July 14, 2025. The Commission directs EKPC to the Commission's July 22, 2021 Order in Case No. 2020-00085¹ regarding filings with the Commission. Electronic documents shall be in portable document format (PDF), shall be searchable, and shall be appropriately bookmarked.

Each response shall include the question to which the response is made and shall include the name of the witness responsible for responding to the questions related to the information provided. Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or the person supervising the preparation of the response on behalf of the entity that the

¹ Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC July 22, 2021), Order (in which the Commission ordered that for case filings made on and after March 16, 2020, filers are NOT required to file the original physical copies of the filings required by 807 KAR 5:001, Section 8).

response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

EKPC shall make timely amendment to any prior response if EKPC obtains information that indicates the response was incorrect or incomplete when made or, though correct or complete when made, is now incorrect or incomplete in any material respect.

For any request to which EKPC fails or refuses to furnish all or part of the requested information, EKPC shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

Careful attention shall be given to copied and scanned material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request. When applicable, the requested information shall be separately provided for total company operations and jurisdictional operations. When filing a paper containing personal information, EKPC shall, in accordance with 807 KAR 5:001, Section 4(10), encrypt or redact the paper so that personal information cannot be read.

1. Refer to the proposed Tariff, Sheet No. 103, Section II., Availability, and Section III., Eligible Data Center, 1. Eligible Data Center Requirements.

a. Explain whether any existing customer of any of the EKPC Owner-Member distribution (Owner-Member) cooperatives would or could be eligible for the proposed tariff.

b. If so, explain whether notice of the proposed tariff was provided to such customer(s).

2. Refer to the proposed Tariff, Sheet Nos. 110–111, Section VII., Collateral Requirements, 1., Pre-Payment Deposit.

a. Explain the circumstances under which EKPC or its Owner-Member cooperatives could immediately draw upon the pre-payment deposit.

b. Explain whether the response to Item 2(a) would be the same if the customer had not ever been delinquent on a payment.

c. Explain whether interest on the pre-payment deposit will be paid annually to the customer. If not, explain why not.

3. Refer to the proposed Tariff, Sheet No. 114, Section VIII., Procedural Matters, 1., Application.

a. Provide detailed cost support for the \$75,000 minimum application fee.

b. Provide detailed cost support for the additional \$1,000 per additional MW over 15,000 kW application fee.

4. Explain whether any prospective Data Center (DC) customer(s) is aware of or has reviewed and/or commented on the proposed DCP Tariff. If yes, provide a summary of those conversations.

5. Refer to the Direct Testimony of David S. Samford (Samford Direct Testimony), page 5, lines 3-4.

a. Explain why 15 megawatts (MWs) load size was chosen as the minimum load for Data Center Power (DCP) tariff eligibility.

b. Explain why the 60 percent load factor was chosen as the minimum load factor for DCP tariff eligibility.

c. Explain whether EKPC is aware of any potential DCs across the U.S. that have loads and load factors that meet or exceed the 15 MW load and 60 percent load factor range.

6. Refer to the Samford Direct Testimony, page 5, line 6. Identify and explain the circumstances when DCs of smaller load would be unable to take power under a different EKPC tariff rate schedule.

7. Refer to Samford Direct Testimony, page 6, lines 9-12. Explain why 250 MW was determined to be the level a Dedicated Resources will be required as part of the power supply plan.

8. Refer to the Samford Direct Testimony, page 6, lines 5-9 and Attachment DSS-1 Red Line Sheet No. 104.

a. Explain the meaning of “any non-Data Center electricity consuming facilities owned or operated by Qualifying Customer located at the same location.”

b. Explain whether the Co-Located non-Data Center provision also applies to Grouped Data Centers.

c. Explain whether there is a limit to the types of activities for non-Data Center electricity consuming facilities.

d. Explain whether the Qualifying Customer will be allowed to group more than one facility within a single Owner Member’s service territory. If so, explain the rationale for allowing Grouped Data Centers when other customer classes are not allowed to group separate facilities such as school districts or city owned buildings.

e. Explain any advantages accruing to either EKPC or the Qualifying Customer from allowing Grouped Data Centers. Also provide advantages for the Owner-Member cooperatives.

9. Refer to the Samford Direct Testimony, page 6, lines 6-11, and Attachment DSS-1 Red Line Sheet No. 105 Potential Resources.

a. Given that other PJM states are potential sites for DCs, explain the likelihood of procuring bilateral contracts for energy and capacity in the PJM markets.

b. Explain whether EKPC is aware of DCs being interested in renewable power or in purchasing renewable energy credits.

c. Confirm that PJM allows for a certain percentage of capacity to be procured outside of PJM, and if confirmed, explain why the DCP Tariff limits the procurement of capacity through Bi-lateral contracts to inside PJM. If not confirmed, explain the response.

d. To the extent a Qualified Customer plans to locate separate 15 MW facilities in different Owner Member service territories , explain how EKPC would supply Dedicated Resources.

10. Refer to the Samford Direct Testimony, page 6, lines 6-11, and Attachment DSS-1 Red Line Sheet No. 105 Potential Resources(a).

a. Explain whether EKPC has any subsidiaries or affiliates.

b. Explain whether a subsidiary or affiliate could be the entity that is responsible for serving the Qualifying Customer including owning, procuring, constructing, and or operating all Dedicated Resources, substation and related transmission facilities or any subset thereof for the Qualifying Customer.

c. Explain whether the subsidiary or affiliate would also be responsible for any financing required to serve the Qualifying Customer and whether such an arrangement would all or in part shield EKPC from any risk or liability associated with the financing.

d. Explain whether EKPC would need Rural Utility Service (RUS) and Commission approval to form a subsidiary or affiliate for the purpose of serving a Qualifying Customer.

11. Refer to the Samford Direct Testimony, page 6, lines 12-14, and Attachment DSS-1 Red Line Sheet No. 106 and Sheet No. 107 Exclusivity of Electric Service.

a. If the Qualifying Customer is “not be guaranteed to receive energy from any Dedicated Resource or any resources associated with a Bilateral Purchase,” explain whether the Qualifying Customer can have up to 100 percent back-up generation to assure no interruption of service. If not, explain the rationale for any limitations regarding back-up generation.

b. The DCP Tariff states “The foregoing shall not prevent, or prohibit, Qualifying Customer from utilizing any Other Power Supply Source that (1) is used solely and exclusively as emergency back-up to serve the contractual load requirements of an Eligible Data Center that EKPC and Cooperative are unable or fail to satisfy.” Explain the circumstances associated with, and the DCP Tariff provisions governing, the Qualifying Customer’s use of emergency back-up generation.

12. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No. 104. Confirm that “each individual Co-Located Data Center, Co-Located Non-Data Center and Grouped Data Center will be metered and billed separately on an individual

basis, and will be subject to separate Contracts for the provision of electric service” is necessary because the DC facilities may be located in separate Owner-Member service territories. If not confirmed, explain the response.

13. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No. 105 Service Location.

a. Confirm that EKPC will prohibit the DC from locating facilities on EKPC or Owner Member owned property. If not confirmed, explain the response.

b. Confirm that the DC will own the property, and that EKPC will own and operate the substation and any transmission facilities. If not confirmed in its entirety, explain the response.

14. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No. 105 Additional Minimum Contract Terms.

a. Explain how the load ramp schedule not exceeding five (5) years applies to Grouped Data Centers.

b. If the Qualifying Customer has Dedicated Resources assigned to it, explain the circumstances under which the Qualifying Customer would be curtailed and whether these circumstances set the Qualifying Customer apart from all other customer classes who do not have Dedicated Resources.

c. In the event that EKPC may require additional generation capacity and energy such as during an extreme weather event, explain whether EKPC has considered the possibility of accessing the Qualifying Customer’s Dedicated Resources for its other customers’ needs and having the Qualifying Customer rely upon its own back-up generation resources. If not, explain why this would not be possible.

15. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No. 107, Other Cost Recovery (a)-(c). To the extent that EKPC builds generation as part of the EKPC Supplied Dedicated Resource and the Qualifying Customer's load ratio share is less than what can be accommodated by the new generation capacity, explain whether the balance of the load ratio not attributable to the Qualifying Customer will be recovered from the Owner-Members. If not, explain how those costs are recovered.

16. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Collateral Requirements Sheet Nos. 110-114. To the extent that the Qualifying Customer is required to pre-pay and post collateral under Tariff DCP, explain whether the Qualifying Customer's obligation will be adjusted by its load ratio share of EKPC Supplied Dedicated Resources. If not, explain why not.

17. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No.118(d). Tariff DCP states "provided, that, if only a portion of such EKPC-Supplied Dedicated Resource is committed to serve Qualifying Customer's Eligible Data Center(s), then Qualifying Customer shall only be liable for the pro-rated portion of such costs, expenses, losses and liabilities based on the percentage of the EKPC-Supplied Dedicated Resource committed to serve the Qualifying Customer's Eligible Data Center(s)." Explain whether the pro-rated portion is based on the Qualifying Customer's load ratio share of the EKPC Supplied Dedicated Resource.

18. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No.118(f). Explain whether the "sinking fund that will be established to cover decommissioning costs at the end of the Dedicated Resource's useful life, which will be

funded by Qualifying Customer” will be based on the Qualifying Customer’s load ratio share of the EKPC Supplied Dedicated Resource.

19. Refer to the Samford Direct Testimony, Attachment DSS-1 Red Line Sheet No.118 Dedicated Resource Project Financing. To the extent that the Qualifying Customer’s load ratio share of EKPC Supplied Dedicated Resources, explain whether the Qualifying Customer’s obligation to cover all costs under this section are limited to its load ratio share of the Dedicated Resources. If not, explain why not.

20. To the extent that the Qualifying Customer is obligated to pay any and all costs associated with the provision of service from EKPC Supplied Dedicated Resources based upon the Qualifying Customer’s load ratio share of those resources, explain whether any revenues derived from those dedicated resources from participation in any PJM markets will be applied to the Qualifying Customer as well as the formula that would be used to determine that percentage. If not, explain why not.

21. Refer to P.S.C. No. 35, Original Sheet No. 106. Explain whether EKPC would consider a Qualifying Customer’s clean energy goals when creating a Selected Resource Mix or a Dedicated Resource Rider.

22. Refer to P.S.C. No. 35, Original Sheet No. 114 and 115. Explain from application to customer contracts execution and provide an estimated timeline for each step of the process.

23. Refer to the April 30, 2025 letter to the Executive Director of the Kentucky Public Service Commission, at 1. Specifically, though not exclusively, at the following language: “While the proposed tariff is lengthy and complex, it is not comprehensive. Our understanding of data center projects proposed across the Commonwealth and

throughout the nation confirms that a one-size-fits-all approach is not prudent. The terms and conditions of service to specific data centers will necessarily have key distinctions and nuances that a tariff cannot adequately foresee or anticipate.”

a. State what other categories of risks were contemplated by EKPC in drafting this proposed tariff but not included in the final tariff language which EKPC believes may be included in any final agreement between a customer seeking to take service under this tariff and EKPC.

b. State what terms and conditions not in the proposed tariff would be required, or may be required, for a full and complete agreement between a potential customer seeking to take service under this tariff and EKPC.

24. Refer to the proposed tariff, Sheet 105, Section IV, No. 5. Additional Contract Terms.

a. Provide the expected termination rights language which EKPC proposes to use in the special contract resulting from the proposed tariff.

b. Provide the expected limits of liability language which EKPC proposes to use in the special contract resulting from the proposed tariff.

c. Provide the expected events of default and remedies which EKPC proposes to use in the special contract resulting from the proposed tariff.

25. Refer to the proposed tariff, Sheet 106, Section V, No. 2. State whether EKPC will allow a customer to secure its own bi-lateral agreement for capacity and/or energy with a third-party. If yes, provide the specific circumstances under which EKPC would allow such an agreement. If not, detail the types of customer-owned EKPC would allow under the proposed tariff language.

26. With regard to inquiries for service from developers of DC complexes who own and lease their facilities to third parties, state whether the proposed tariff would be enforceable on the developer, owner of the facility, or the third party who uses the energy and requires the capacity.

27. With regard to inquiries for service from developers of data center complexes who own and lease their facilities, state whether EKPC will secure necessary capacity as tenants arrive at the developers' facilities or whether EKPC intends to secure capacity for the maximum load identified by the developer immediately upon the finalization of an agreement with the developer of the data center complex.

28. With regard to inquiries for service from developers of data center complexes who own and lease their facilities, state whether the developer will be the only obligee under the terms of the proposed tariff and resulting contract.

a. Include as part of the answer, whether EKPC will have any recourse against any tenants of a data center complex who reduce their load requirement or terminates their agreement or otherwise vacates the data center complex prior to the natural termination of the signed agreement under which EKPC is obligated to provide service pursuant to this tariff.

b. As part of the answer, identify the nature of the recourse available to assert against the tenant.

29. With regards to the potential bankruptcy of a developer of a DC facility, state whether EKPC will be entitled to participate in any bankruptcy proceeding as a debtor. State whether EKPC anticipates negotiating such terms in any agreement and what the language EKPC would propose to use in such an agreement.



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cc: Parties of Record

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