

KENTUCKY POWER BILLING ANALYSIS
TEST YEAR ENDED JUNE 30, 2005
PER BOOKS SUMMARY

<u>Tariff</u>	<u>Total Per Books Revenue</u>	<u>Total Calculated Revenue</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$127,392,593	\$127,392,593	(\$0)	0.00%
RSLMTOD Total	\$244,416	\$244,416	\$0	0.00%
OL Total	\$4,662,026	\$4,662,026	(\$0)	0.00%
SGS Metered Total	\$6,318,098	\$6,318,098	\$0	0.00%
SGS TOD (225)	\$2,295	\$2,295	(\$0)	0.00%
SGS NM Total	\$315,288	\$315,288	(\$0)	0.00%
MGS RL (214)	\$69,822	\$69,822	\$0	0.00%
MGS Sec Total	\$37,094,323	\$37,094,323	\$0	0.00%
MGSLMTOD (223)	\$79,289	\$79,289	\$0	0.00%
MGSTOD (229)	\$117,220	\$117,220	\$0	0.00%
MGS Pri Total	\$854,851	\$854,851	\$0	0.00%
MGS Sub (236)	\$249,508	\$249,508	\$0	0.00%
LGS Sec Total	\$28,433,073	\$28,433,073	(\$0)	0.00%
LGSLMTOD (251)	\$141,656	\$141,656	\$0	0.00%
LGS Pri Total	\$6,449,045	\$6,449,045	(\$0)	0.00%
LGS Sub (248)	\$5,221,595	\$5,221,595	\$0	0.00%
QP Pri Total	\$9,867,998	\$9,867,998	\$0	0.00%
QP Sub (359)	\$26,034,867	\$26,034,867	(\$0)	0.00%
QP Tran (360)	\$1,407,621	\$1,407,621	(\$0)	0.00%
CIP Sub (371)	\$63,941,482	\$63,941,482	(\$0)	0.00%
CIP Tran (372)	\$8,042,364	\$8,042,364	(\$0)	0.00%
SL (528)	\$808,444	\$808,444	\$0	0.00%
MW (540)	\$356,821	\$356,821	(\$0)	0.00%
Total	\$328,104,695	\$328,104,695	(\$0)	0.00%
Vanceburg	\$2,180,612	\$2,180,612	\$0	0.00%
Olive Hill	\$1,036,740	\$1,036,740	\$0	0.00%
Total	\$331,322,047	\$331,322,047	(\$0)	0.00%

KENTUCKY POWER BILLING ANALYSIS
 TEST YEAR ENDED JUNE 30, 2005
 PER BOOKS WITHOUT SYSTEM SALES SUMMARY

<u>Tariff</u>	<u>Total Per Books Revenue</u>	<u>Revenue Without System Sales</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$127,392,593	\$130,147,891	\$2,755,299	2.16%
RSLMTOD Total	\$244,416	\$250,684	\$6,269	2.56%
OL Total	\$4,662,026	\$4,712,567	\$50,541	1.08%
SGS Metered Total	\$6,318,098	\$6,409,555	\$91,457	1.45%
SGS TOD (225)	\$2,295	\$2,326	\$31	1.33%
SGS NM Total	\$315,288	\$318,518	\$3,230	1.02%
MGS RL (214)	\$69,822	\$70,816	\$995	1.42%
MGS Sec Total	\$37,094,323	\$37,849,636	\$755,313	2.04%
MGSLMTOD (223)	\$79,289	\$80,931	\$1,642	2.07%
MGSTOD (229)	\$117,220	\$119,620	\$2,399	2.05%
MGS Pri Total	\$854,851	\$873,702	\$18,851	2.21%
MGS Sub (236)	\$249,508	\$254,366	\$4,858	1.95%
LGS Sec Total	\$28,433,073	\$29,156,631	\$723,557	2.54%
LGSLMTOD (251)	\$141,656	\$145,898	\$4,243	3.00%
LGS Pri Total	\$6,449,045	\$6,597,808	\$148,762	2.31%
LGS Sub (248)	\$5,221,595	\$5,363,608	\$142,013	2.72%
QP Pri Total	\$9,867,998	\$10,196,234	\$328,236	3.33%
QP Sub (359)	\$26,034,867	\$26,840,273	\$805,405	3.09%
QP Tran (360)	\$1,407,621	\$1,455,524	\$47,903	3.40%
CIP Sub (371)	\$63,941,482	\$66,376,428	\$2,434,946	3.81%
CIP Tran (372)	\$8,042,364	\$8,344,791	\$302,428	3.76%
SL (528)	\$808,444	\$818,086	\$9,642	1.19%
MW (540)	\$356,821	\$365,969	\$9,148	2.56%
Total	\$328,104,695	\$336,751,863	\$8,647,168	2.64%

KENTUCKY POWER BILLING ANALYSIS
TEST YEAR ENDED JUNE 30, 2005
PER BOOKS WITHOUT STATE ISSUES SETTLEMENT SUMMARY

<u>Tariff</u>	<u>Revenue Without System Sales</u>	<u>Revenue Without State Issues</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$130,147,891	\$129,224,730	(\$923,161)	-0.71%
RSLMTOD Total	\$250,684	\$248,359	(\$2,325)	-0.93%
OL Total	\$4,712,567	\$4,698,717	(\$13,850)	-0.29%
SGS Metered Total	\$6,409,555	\$6,382,070	(\$27,484)	-0.43%
SGS TOD (225)	\$2,326	\$2,312	(\$13)	-0.58%
SGS NM Total	\$318,518	\$317,468	(\$1,050)	-0.33%
MGS RL (214)	\$70,816	\$70,367	(\$449)	-0.63%
MGS Sec Total	\$37,849,636	\$37,622,346	(\$227,290)	-0.60%
MGSLMTOD (223)	\$80,931	\$80,256	(\$675)	-0.83%
MGSTOD (229)	\$119,620	\$118,821	(\$798)	-0.67%
MGS Pri Total	\$873,702	\$867,368	(\$6,333)	-0.72%
MGS Sub (236)	\$254,366	\$253,136	(\$1,230)	-0.48%
LGS Sec Total	\$29,156,631	\$28,942,005	(\$214,626)	-0.74%
LGSLMTOD (251)	\$145,898	\$144,808	(\$1,090)	-0.75%
LGS Pri Total	\$6,597,808	\$6,549,420	(\$48,388)	-0.73%
LGS Sub (248)	\$5,363,608	\$5,312,197	(\$51,411)	-0.96%
QP Pri Total	\$10,196,234	\$10,107,383	(\$88,851)	-0.87%
QP Sub (359)	\$26,840,273	\$26,557,674	(\$282,599)	-1.05%
QP Tran (360)	\$1,455,524	\$1,442,442	(\$13,083)	-0.90%
CIP Sub (371)	\$66,376,428	\$65,880,489	(\$495,939)	-0.75%
CIP Tran (372)	\$8,344,791	\$8,294,388	(\$50,404)	-0.60%
SL (528)	\$818,086	\$814,731	(\$3,355)	-0.41%
MW (540)	\$365,969	\$363,174	(\$2,795)	-0.76%
Total	\$336,751,863	\$334,294,663	(\$2,457,200)	-0.73%

KENTUCKY POWER BILLING ANALYSIS
TEST YEAR ENDED JUNE 30, 2005
PER BOOKS WITHOUT NET MERGER SAVINGS SUMMARY

<u>Tariff</u>	<u>Revenue Without State Issues</u>	<u>Revenue Without Net Merger Savings</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$129,224,730	\$130,561,760	\$1,337,029	1.03%
RSLMTOD Total	\$248,359	\$251,624	\$3,265	1.31%
OL Total	\$4,698,717	\$4,722,066	\$23,349	0.50%
SGS Metered Total	\$6,382,070	\$6,424,511	\$42,441	0.66%
SGS TOD (225)	\$2,312	\$2,327	\$15	0.64%
SGS NM Total	\$317,468	\$319,327	\$1,859	0.59%
MGS RL (214)	\$70,367	\$70,950	\$583	0.83%
MGS Sec Total	\$37,622,346	\$37,954,680	\$332,334	0.88%
MGSLMTOD (223)	\$80,256	\$81,150	\$893	1.11%
MGSTOD (229)	\$118,821	\$119,952	\$1,131	0.95%
MGS Pri Total	\$867,368	\$876,091	\$8,722	1.01%
MGS Sub (236)	\$253,136	\$255,448	\$2,312	0.91%
LGS Sec Total	\$28,942,005	\$29,260,228	\$318,223	1.10%
LGSLMTOD (251)	\$144,808	\$146,500	\$1,691	1.17%
LGS Pri Total	\$6,549,420	\$6,619,515	\$70,096	1.07%
LGS Sub (248)	\$5,312,197	\$5,379,745	\$67,548	1.27%
QP Pri Total	\$10,107,383	\$10,247,944	\$140,561	1.39%
QP Sub (359)	\$26,557,674	\$26,936,990	\$379,316	1.43%
QP Tran (360)	\$1,442,442	\$1,462,590	\$20,149	1.40%
CIP Sub (371)	\$65,880,489	\$67,010,723	\$1,130,234	1.72%
CIP Tran (372)	\$8,294,388	\$8,422,062	\$127,674	1.54%
SL (528)	\$814,731	\$819,443	\$4,712	0.58%
MW (540)	\$363,174	\$367,313	\$4,139	1.14%
Total	\$334,294,663	\$338,312,938	\$4,018,275	1.20%

KENTUCKY POWER BILLING ANALYSIS
 TEST YEAR ENDED JUNE 30, 2005
 PER BOOKS WITH ANNUALIZED FUEL SUMMARY

<u>Tariff</u>	<u>Revenue Without Net Merger Savings</u>	<u>Revenue With Annualized Fuel</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$130,561,760	\$129,946,079	(\$615,681)	-0.47%
RSLMTOD Total	\$251,624	\$249,975	(\$1,649)	-0.66%
OL Total	\$4,722,066	\$4,715,284	(\$6,782)	-0.14%
SGS Metered Total	\$6,424,511	\$6,408,828	(\$15,683)	-0.24%
SGS TOD (225)	\$2,327	\$2,328	\$1	0.03%
SGS NM Total	\$319,327	\$317,463	(\$1,864)	-0.58%
MGS RL (214)	\$70,950	\$71,188	\$238	0.34%
MGS Sec Total	\$37,954,680	\$37,871,281	(\$83,399)	-0.22%
MGSLMTOD (223)	\$81,150	\$80,498	(\$652)	-0.80%
MGSTOD (229)	\$119,952	\$119,371	(\$581)	-0.48%
MGS Pri Total	\$876,091	\$874,430	(\$1,661)	-0.19%
MGS Sub (236)	\$255,448	\$254,487	(\$962)	-0.38%
LGS Sec Total	\$29,260,228	\$29,195,300	(\$64,928)	-0.22%
LGSLMTOD (251)	\$146,500	\$146,108	(\$392)	-0.27%
LGS Pri Total	\$6,619,515	\$6,600,904	(\$18,612)	-0.28%
LGS Sub (248)	\$5,379,745	\$5,364,959	(\$14,786)	-0.27%
QP Pri Total	\$10,247,944	\$10,220,777	(\$27,167)	-0.27%
QP Sub (359)	\$26,936,990	\$26,858,255	(\$78,735)	-0.29%
QP Tran (360)	\$1,462,590	\$1,459,438	(\$3,153)	-0.22%
CIP Sub (371)	\$67,010,723	\$66,782,593	(\$228,130)	-0.34%
CIP Tran (372)	\$8,422,062	\$8,409,287	(\$12,775)	-0.15%
SL (528)	\$819,443	\$818,090	(\$1,354)	-0.17%
MW (540)	\$367,313	\$366,300	(\$1,013)	-0.28%
Total	\$338,312,938	\$337,133,219	(\$1,179,719)	-0.35%

KENTUCKY POWER BILLING ANALYSIS
TEST YEAR ENDED JUNE 30, 2005
YEAR END MIGRATION ADJUSTMENT SUMMARY

<u>Tariff</u>	<u>Revenue With Annualized Fuel</u>	<u>Year End Migration Revenue</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$129,946,079	\$129,944,633	(\$1,446)	0.00%
RSLMTOD Total	\$249,975	\$250,858	\$883	0.35%
OL	\$4,715,284	\$4,715,284	\$0	0.00%
SGS Metered Total	\$6,408,828	\$5,960,030	(\$448,798)	-7.00%
SGS TOD (225)	\$2,328	\$2,889	\$561	24.10%
SGS NM Total	\$317,463	\$317,463	\$0	0.00%
MGS RL (214)	\$71,188	\$68,578	(\$2,610)	-3.67%
MGS Sec Total	\$37,871,281	\$38,272,927	\$401,646	1.06%
MGSLMTOD (223)	\$80,498	\$80,498	\$0	0.00%
MGSTOD (229)	\$119,371	\$119,371	\$0	0.00%
MGS Pri Total	\$874,430	\$1,131,816	\$257,386	29.43%
MGS Sub (236)	\$254,487	\$301,805	\$47,318	18.59%
LGS Sec Total	\$29,195,300	\$29,374,590	\$179,290	0.61%
LGSLMTOD (251)	\$146,108	\$146,108	\$0	0.00%
LGS Pri Total	\$6,600,904	\$6,678,345	\$77,441	1.17%
LGS Sub (248)	\$5,364,959	\$5,294,739	(\$70,220)	-1.31%
QP Pri Total	\$10,220,777	\$9,844,164	(\$376,613)	-3.68%
QP Sub (359)	\$26,858,255	\$27,816,705	\$958,450	3.57%
QP Tran (360)	\$1,459,438	\$1,459,438	\$0	0.00%
CIP Sub (371)	\$66,782,593	\$64,892,680	(\$1,889,913)	-2.83%
CIP Tran (372)	\$8,409,287	\$9,291,975	\$882,688	10.50%
SL	\$818,090	\$818,090	\$0	0.00%
MW (540)	\$366,300	\$365,580	(\$720)	-0.20%
Total	\$337,133,219	\$337,148,564	\$15,345	0.00%

KENTUCKY POWER BILLING ANALYSIS
 TEST YEAR ENDED JUNE 30, 2005
 YEAR END CUSTOMER ADJUSTMENT SUMMARY

<u>Tariff</u>	<u>Year End Migration Revenue</u>	<u>Year End Customer Revenue</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$129,944,633	\$129,841,719	(\$102,914)	-0.08%
RSLMTOD Total	\$250,858	\$248,246	(\$2,612)	-1.04%
OL	\$4,715,284	\$4,776,969	\$61,686	1.31%
SGS Metered Total	\$5,960,030	\$6,052,187	\$92,156	1.55%
SGS TOD (225)	\$2,889	\$2,889	\$0	0.00%
SGS NM Total	\$317,463	\$341,635	\$24,172	7.61%
MGS RL (214)	\$68,578	\$69,164	\$586	0.86%
MGS Sec Total	\$38,272,927	\$38,321,693	\$48,765	0.13%
MGSLMTOD (223)	\$80,498	\$82,840	\$2,342	2.91%
MGSTOD (229)	\$119,371	\$118,975	(\$397)	-0.33%
MGS Pri Total	\$1,131,816	\$1,182,800	\$50,984	4.50%
MGS Sub (236)	\$301,805	\$274,368	(\$27,437)	-9.09%
LGS Sec Total	\$29,374,590	\$29,480,791	\$106,201	0.36%
LGSLMTOD (251)	\$146,108	\$146,108	\$0	0.00%
LGS Pri Total	\$6,678,345	\$6,732,294	\$53,949	0.81%
LGS Sub (248)	\$5,294,739	\$5,280,071	(\$14,668)	-0.28%
QP Pri Total	\$9,844,164	\$9,209,020	(\$635,144)	-6.45%
QP Sub (359)	\$27,816,705	\$28,719,777	\$903,072	3.25%
QP Tran (360)	\$1,459,438	\$1,094,580	(\$364,858)	-25.00%
CIP Sub (371)	\$64,892,680	\$64,892,680	\$0	0.00%
CIP Tran (372)	\$9,291,975	\$9,291,975	\$0	0.00%
SL (528)	\$818,090	\$815,872	(\$2,218)	-0.27%
MW (540)	\$365,580	\$367,037	\$1,457	0.40%
Total	\$337,148,564	\$337,343,688	\$195,124	0.06%

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

RESIDENTIAL SERVICE (011, 012, 013, 014, 015, 017, 022, 054)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)=(2)x(3)	Revenue Excl. State Issues (5)	Revenue Excl. Net Major Savings (6)	Revenue with Annualized Fuel (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)+(13)
Billing kWh													
First 500 kWh	714,698,748	\$0.05047	\$36,070,846	\$36,070,846	\$36,070,846	\$36,070,846	\$36,070,846	(10,161)	714,698,587	\$36,070,333	(566,021)	714,122,566	\$36,041,766
Over 500 kWh	1,624,578,689	\$0.04315	\$70,100,570	\$70,100,570	\$70,100,570	\$70,100,570	\$70,100,570	(27,478)	1,624,551,211	\$70,099,385	(1,286,615)	1,623,264,596	\$70,043,867
Storage Water Heating	440,207	\$0.01945	\$8,562	\$8,562	\$8,562	\$8,562	\$8,562	11,292	451,499	\$8,782	(358)	451,141	\$8,775
Metered kWh	2,339,717,844							(26,347)	2,339,691,297		(1,852,984)	2,337,838,303	
Customer Charge	1,722,171	\$4.25	\$7,319,227	\$7,319,227	\$7,319,227	\$7,319,227	\$7,319,227	(19)	1,722,152	\$7,319,146	(1,364)	1,720,788	\$7,313,349
Number of Customers	1,731,118							(19)	1,731,099		(1,371)	1,729,728	
Employee Discount			(\$58,535)	(\$58,535)	(\$58,535)	(\$58,535)	(\$58,535)	\$294		(\$58,241)	\$46		(\$58,194)
Fuel			\$9,777,837	\$9,777,837	\$9,777,837	\$9,777,837	\$9,777,837	(\$103)		\$9,162,063	(\$7,256)		\$9,154,797
System Sales Clause			\$0	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$7,343,252	\$7,343,252	\$7,343,252	\$7,343,252	\$7,343,252	(\$77)		\$7,343,175	(\$5,816)		\$7,337,359
Net Merger Savings			(\$1,337,029)	(\$1,337,029)	(\$1,337,029)	(\$1,337,029)	(\$1,337,029)			\$0			\$0
State Issues Settlement (S.I.S.)			\$923,161	\$923,161	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$80,742	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$127,392,693	\$130,147,891	\$129,224,730	\$130,561,760	\$129,946,079			\$128,944,633			\$128,841,719

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
RESIDENTIAL SERVICE EMPLOYEE

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Year End Adjustment (5)	Year End Total (6)	Revised Revenue (7)	Customer Adjustment (8)	Annualized Total (9)	Revised Revenue (10)=(2)+(9)
Billing kWh									
First 500 kWh	3,914,372	\$0.05047	\$197,558	(24,791)	3,889,581	\$196,307	(3,081)	3,886,500	\$196,192
Over 500 kWh	9,846,272	\$0.04315	\$424,867	(78,507)	9,767,765	\$421,479	(7,738)	9,760,027	\$421,145
Storage Water Heating	32,471	\$0.01945	\$632	1,500	33,971	\$661	(27)	33,944	\$660
Metered kWh	13,793,115			(101,798)	13,691,317		(10,846)	13,680,471	
Customer Charge	7,972,764	\$4.25	\$33,864	(47)	7,926	\$33,684	(6)	7,919	\$33,658
Number of Customers	7,978			(47)	7,931		(6)	7,925	
Total - Standard Billing			\$656,941			\$652,131			\$651,615
Billing kWh									
First 500 kWh	3,914,372	\$0.04315	\$168,905	(24,791)	3,889,581	\$167,835	(3,081)	3,886,500	\$167,702
Over 500 kWh	9,846,272	\$0.04315	\$424,867	(78,507)	9,767,765	\$421,479	(7,738)	9,760,027	\$421,145
Storage Water Heating	32,471	\$0.01945	\$632	1,500	33,971	\$661	(27)	33,944	\$660
Metered kWh	13,793,115			(101,798)	13,691,317		(10,846)	13,680,471	
Customer Charge	1,888,020	\$2.12	\$4,003	(41)	1,847	\$3,916	(1)	1,846	\$3,913
Number of Customers	7,978			(47)	7,931		(6)	7,925	
Total - Employee Billing			\$598,406			\$593,891			\$593,420
Employee Discount			\$58,535	(\$294)		\$58,241	(\$46)		\$58,194
Billing kWh									
On-peak kWh	97,041	\$0.07379	\$7,161	1,656	98,697	\$7,283	(1,028)	97,669	\$7,207
Off-peak kWh	287,516	\$0.01945	\$5,592	7,046	294,562	\$5,729	(3,067)	291,495	\$5,670
Metered kWh	384,557			8,702	393,259		(4,095)	389,164	
Customer Charge	166,467	\$6.75	\$1,124	6	172	\$1,164	(2)	171	\$1,152
Number of Customers	166			6	172		(2)	170	
Total - Standard Billing			\$13,876			\$14,176			\$14,029
Billing kWh									
On-peak kWh	97,041	\$0.07379	\$7,161	1,656	98,697	\$7,283	(1,028)	97,669	\$7,207
Off-peak kWh	287,516	\$0.01945	\$5,592	7,046	294,562	\$5,729	(3,067)	291,495	\$5,670
Metered kWh	384,557			8,702	393,259		(4,095)	389,164	
Customer Charge	0,000	\$0.00	\$0	0	0	\$0	0	0	\$0
Number of Customers	166			6	172		(2)	170	
Total - Employee Billing			\$12,753			\$13,012			\$12,877
Employee Discount			\$1,124	\$41		\$1,164	(\$12)		\$1,152

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

RESIDENTIAL LOAD MANAGEMENT TIME-OF-DAY SERVICE (028, 030, 032, 034)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Billing kWh							\$0.0039159						
On-peak kWh	1,617,412	\$0.07379	\$119,349	\$119,349	\$119,349	\$119,349	\$119,349	2,420	1,619,832	\$119,527	(16,866)	1,602,966	\$118,283
Off-peak kWh	4,082,381	\$0.01945	\$79,402	\$79,402	\$79,402	\$79,402	\$79,402	23,927	4,106,308	\$79,868	(42,756)	4,063,552	\$79,036
Metered kWh	5,699,793							26,347	5,726,140		(59,622)	5,666,518	
C&LM Credit	0	-\$0.00745	\$0	\$0	\$0	\$0	\$0	0	0	\$0	0	0	
Customer Charge	2,379	\$6.75	\$16,058	\$16,058	\$16,058	\$16,058	\$16,058	19	2,398	\$16,187	(25)	2,373	\$16,018
Number of Customers	2,382							19	2,401		(25)	2,376	
Employee Discount			(\$1,124)	(\$1,124)	(\$1,124)	(\$1,124)	(\$1,124)	(\$41)		(\$1,164)	\$12		(\$1,152)
Fuel			\$23,969	\$23,969	\$23,969	\$23,969	\$23,969	\$103		\$22,423	(\$233)		\$22,190
System Sales Clause			(\$6,489)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$13,970	\$13,970	\$13,970	\$13,970	\$13,970	\$48		\$14,018	(\$146)		\$13,872
Net Merger Savings			(\$3,265)	(\$3,265)	(\$3,265)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$2,325	\$2,325	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$220	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$244,416	\$250,884	\$248,359	\$251,624	\$248,975			\$250,888			\$246,246

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
PER YEAR ENDED JUNE 30, 2005

OUTDOOR LIGHTING (093, 094, 095, 097, 098, 099, 107, 109, 110, 111, 113, 116, 122, 131)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Lamp Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Overhead Lighting Service							\$0.0039159						
High Pressure Sodium													
100 watts, 9,500 Lumens (094)	304,270	\$5.04	\$1,533,521	\$1,533,521	\$1,533,521	\$1,533,521	\$1,533,521	0	304,270	\$1,533,521	3,650	307,920	\$1,551,917
150 watts, 16,000 Lumens (113)	200,952	\$5.92	\$1,189,636	\$1,189,636	\$1,189,636	\$1,189,636	\$1,189,636	0	200,952	\$1,189,636	2,352	203,304	\$1,203,560
200 watts, 22,000 Lumens (097)	26,593	\$7.51	\$199,713	\$199,713	\$199,713	\$199,713	\$199,713	0	26,593	\$199,713	263	26,856	\$201,689
400 watts, 50,000 Lumens (098)	1,680	\$12.00	\$20,160	\$20,160	\$20,160	\$20,160	\$20,160	0	1,680	\$20,160	(12)	1,668	\$20,016
Mercury Vapor													
175 watts, 7,000 Lumens (093)	31,233	\$5.04	\$157,414	\$157,414	\$157,414	\$157,414	\$157,414	0	31,233	\$157,414	459	31,692	\$159,728
400 watts, 20,000 Lumens (095)	2,150	\$6.24	\$17,716	\$17,716	\$17,716	\$17,716	\$17,716	0	2,150	\$17,716	34	2,184	\$17,996
Post Top Lighting Service													
High Pressure Sodium													
100 watts, 9,500 Lumens (111)	9,883	\$8.81	\$87,069	\$87,069	\$87,069	\$87,069	\$87,069	0	9,883	\$87,069	41	9,924	\$87,430
150 watts, 16,000 Lumens (122)	516	\$14.43	\$7,446	\$7,446	\$7,446	\$7,446	\$7,446	0	516	\$7,446	12	528	\$7,619
Mercury Vapor													
175 watts, 7,000 Lumens (099)	191	\$5.92	\$1,131	\$1,131	\$1,131	\$1,131	\$1,131	0	191	\$1,131	1	192	\$1,137
Flood Lighting Service													
High Pressure Sodium													
200 watts, 22,000 Lumens (107)	20,826	\$8.79	\$183,061	\$183,061	\$183,061	\$183,061	\$183,061	0	20,826	\$183,061	270	21,096	\$185,434
400 watts, 50,000 Lumens (109)	44,539	\$11.86	\$528,233	\$528,233	\$528,233	\$528,233	\$528,233	0	44,539	\$528,233	545	45,084	\$534,696
Metal Halide													
250 watts, 20,500 Lumens (110)	1,069	\$13.92	\$14,880	\$14,880	\$14,880	\$14,880	\$14,880	0	1,069	\$14,880	23	1,092	\$15,201
400 watts, 36,000 Lumens (116)	9,502	\$18.10	\$171,986	\$171,986	\$171,986	\$171,986	\$171,986	0	9,502	\$171,986	158	9,660	\$174,646
1000 watts, 110,000 Lumens (131)	1,125	\$38.66	\$43,493	\$43,493	\$43,493	\$43,493	\$43,493	0	1,125	\$43,493	27	1,152	\$44,536
Metered kWh	40,839,034										497,321	41,336,355	
Facilities Charge													
Pole	42,723	\$1.80	\$76,901	\$76,901	\$76,901	\$76,901	\$76,901	0	42,723	\$76,901	2,181	44,904	\$80,827
Span	45,270	\$1.00	\$45,270	\$45,270	\$45,270	\$45,270	\$45,270	0	45,270	\$45,270	1,902	47,172	\$47,172
Lateral	747	\$5.35	\$3,996	\$3,996	\$3,996	\$3,996	\$3,996	0	747	\$3,996	(3)	744	\$3,980
Fuel													
System Sales Clause			\$166,705	\$166,705	\$166,705	\$166,705	\$166,705	\$0		\$159,923			\$161,870
Environmental Surcharge			(\$51,469)	\$0	\$0	\$0	\$0	\$0		\$0			\$0
Net Merger Savings													
Net Merger Savings			\$273,735	\$273,735	\$273,735	\$273,735	\$273,735	\$0		\$273,735			\$277,316
State Issues Settlement (S.I.S.)													
Balancing Adjustment Factor			(\$23,349)	(\$23,349)	(\$23,349)	(\$23,349)	(\$23,349)	\$0		\$0			\$0
State Issues Settlement (S.I.S.)			\$13,850	\$13,850	\$0	\$0	\$0	\$0		\$0			\$0
Balancing Adjustment Factor			\$928	\$0	\$0	\$0	\$0	\$0		\$0			\$0
Total			\$4,662,026	\$4,712,567	\$4,698,717	\$4,722,066	\$4,715,284			\$4,715,284			\$4,776,969

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
SMALL GENERAL SERVICE (211, 212)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)-(2)X(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel Adjustment (8) \$0.0039159	Year End Adjustment (9)	Year End Total (10)-(2)+(9)	Revised Revenue (11)-(9)X(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)-(13)X(13)
Billing kWh													
First 500 kWh	37,837,287	\$0.06307	\$2,386,396	\$2,386,396	\$2,386,396	\$2,386,396	\$2,386,396	(1,790,120)	36,047,147	\$2,273,494	557,400	36,604,547	\$2,308,649
Over 500 kWh	36,527,672	\$0.03663	\$1,338,009	\$1,338,009	\$1,338,009	\$1,338,009	\$1,338,009	(6,511,982)	30,015,690	\$1,099,475	464,136	30,479,826	\$1,116,476
Metered kWh	74,364,939							(8,302,102)	66,062,837		1,021,536	67,084,373	
Customer Charge	205,409	\$9.85	\$2,023,279	\$2,023,279	\$2,023,279	\$2,023,279	\$2,023,279	(3,805)	201,604	\$1,985,799	3,117	204,721	\$2,016,502
Number of Customers	206,116							(3,828)	202,298		3,128	205,416	
Fuel			\$306,890	\$306,890	\$306,890	\$306,890	\$291,207	(\$32,510)		\$258,697	\$4,000.26		\$262,698
System Sales Clause			(\$93,710)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$369,937	\$369,937	\$369,937	\$369,937	\$369,937	(\$27,372)		\$342,565	\$5,297.12		\$347,863
Net Merger Savings			(\$42,441)	(\$42,441)	(\$42,441)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$27,484	\$27,484	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$2,253	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$6,318,098	\$6,409,555	\$6,382,070	\$6,424,511	\$6,408,828			\$5,960,030			\$6,052,187

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
SMALL GENERAL SERVICE - TIME-OF-DAY (225)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)=(2)x(3)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Billing kWh						\$0.0039159						
On-Peak	9,997	\$0.09082	\$908	\$908	\$908	\$908	2,372	12,369	\$1,123	0	12,369	\$1,123
Off-Peak	15,633	\$0.02054	\$321	\$321	\$321	\$321	3,515	19,148	\$393	0	19,148	\$393
Metered kWh	25,630						5,887	31,517		0	31,517	
Customer Charge	58	\$15.10	\$876	\$876	\$876	\$876	14	72,000	\$1,087	0	72,000	\$1,087
Number of Customers	58						14	72		0	72	
Fuel			\$100	\$100	\$100	\$100	\$23		\$123	\$0.00		\$123
System Sales Clause			(\$31)	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$123	\$123	\$123	\$123	\$39		\$162	\$0.00		\$162
Net Merger Savings			(\$15)	(\$15)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$13	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$1	\$0	\$0	\$0			\$0			\$0
Total			\$2,295	\$2,312	\$2,327	\$2,328			\$2,889			\$2,889

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

SMALL GENERAL SERVICE - NON METERED (204, 213)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)+(13)
Billing kWh						\$0.0039159						
First 500 kWh	2,232,683	\$0.06307	\$140,815	\$140,815	\$140,815	\$140,815	0	2,232,683	\$140,815	170,017	2,402,700	\$151,538
Over 500 kWh	1,015,176	\$0.03663	\$37,186	\$37,186	\$37,186	\$37,186	0	1,015,176	\$37,186	77,304	1,092,480	\$40,018
Metered kWh	3,247,859						0	3,247,859		247,321	3,495,180	\$0
Customer Charge	15,395	\$7.00	\$107,765	\$107,765	\$107,765	\$107,765	0	15,395	\$107,765	1,172	16,567	\$115,969
Number of Customers	12,121						0	12,121		923	13,044	\$0
Fuel			\$14,582	\$14,582	\$14,582	\$12,718	\$0		\$12,718	\$968		\$13,687
System Sales Clause			(\$3,296)	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$18,978	\$18,978	\$18,978	\$18,978	\$0		\$18,978	\$1,445		\$20,424
Net Merger Savings			(\$1,859)	(\$1,859)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$1,050	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$66	\$0	\$0	\$0			\$0			\$0
Total			\$315,288	\$317,468	\$319,327	\$317,463			\$317,463			\$341,635

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - RECREATIONAL LIGHTING (214)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)=(2)X(3)		Revenue Excl. State Issues (5)		Revenue Excl. Net Meter Savings (6)		Revenue with Annualized Fuel (7)		Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)X(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)X(13)
			Revenue (4)	Excl. (5)	Revenue (6)	Excl. (7)	Revenue (8)	with (9)								
All kWh	1,016,836	\$0.05303	\$53,923	\$53,923	\$53,923	\$53,923	\$53,923	\$53,923	(44,091)	972,745	8,294	981,039	8,294	981,039	\$52,024	
Metered kWh	1,016,836															
Customer Charge	871	\$10.80	\$9,411	\$9,411	\$9,411	\$9,411	\$9,411	\$9,411	1	872	8	880	8	880	\$9,504	
Number of Customers	820								1	821	7	828	7	828	\$0	
Fuel			\$3,744	\$3,744	\$3,744	\$3,744	\$3,982	\$3,982	(\$173)				\$3,809		\$3,842	
System Sales Clause			(\$985)	\$0	\$0	\$0	\$0	\$0					\$0		\$0	
Environmental Surcharge			\$3,872	\$3,872	\$3,872	\$3,872	\$3,872	\$3,872	(\$110)				\$3,762		\$3,794	
Net Merger Savings			(\$583)	(\$583)	(\$583)	(\$583)	\$0	\$0					\$0		\$0	
State Issues Settlement (S.I.S.)			\$449	\$449	\$449	\$449	\$0	\$0					\$0		\$0	
Balancing Adjustment Factor			(\$10)	\$0	\$0	\$0	\$0	\$0					\$0		\$0	
Total			\$69,822	\$70,816	\$70,367	\$70,950	\$71,188	\$71,188					\$68,578		\$69,164	

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - SECONDARY (215, 216, 218)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. Sustent. Sales (5)		Revenue Excl. State Issues (6)		Revenue Excl. Net Merger Savings (7)		Revenue with Annualized Fuel (8)		Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(10)+(9)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(13)+(12)
			Revenue (4)=(2)*(3)	Excl. (5)	Revenue (6)	Excl. (7)	Revenue (8)	Annualized Fuel (8)								
Billing kWh																
First 200 kWh per kW	404,231,480	\$0.05285	\$21,363,634	\$2,925,416	\$21,363,634	\$2,925,416	\$21,363,634	\$2,925,416	\$21,363,634	\$2,925,416	4,877,215	409,108,695	\$21,621,395	\$21,204	409,629,899	\$21,648,940
Over 200 kWh per kW	178,308,388	\$0.04317	\$7,697,573	\$26,982	\$7,697,573	\$26,982	\$7,697,573	\$26,982	\$7,697,573	\$26,982	462,746	178,771,134	\$7,717,550	227,754	178,998,888	\$7,727,392
Minimum kWh	164,705										(45,940)	118,866		151	119,017	
Metered kWh	582,704,574										5,294,121	587,998,695		749,110	588,747,805	
Billing kW																
Standard	2,521,910	\$1.16	\$2,925,416	\$26,982	\$2,925,416	\$26,982	\$2,925,416	\$26,982	\$2,925,416	\$26,982	36,653	2,558,563	\$2,967,933	3,260	2,561,823	\$2,971,715
Mining Minimum	5,598	\$4.82	\$26,982	\$1,413,634	\$1,413,634	\$1,413,634	\$1,413,634	\$1,413,634	\$1,413,634	\$1,413,634	(904)	4,694	\$22,625	6	4,700	\$22,654
Customer Charge	130,882	\$10.80	\$1,413,634		\$1,413,634		\$1,413,634		\$1,413,634		3,740	134,632	\$1,454,026	172	134,804	\$1,455,863
Number of Customers	131,244										3,764	135,008		172	135,180	
Fuel																
System Sales Clause			\$2,365,225	\$0	\$2,365,225	\$0	\$2,365,225	\$0	\$2,365,225	\$0	\$20,731	\$2,385,956	\$2,302,558	\$2,933	\$2,388,889	\$2,305,491
Environmental Surcharge			\$2,162,216	\$2,162,216	\$2,162,216	\$2,162,216	\$2,162,216	\$2,162,216	\$2,162,216	\$2,162,216	\$24,625	\$2,186,841	\$2,186,841	\$2,786	\$2,189,627	\$2,189,627
Net Merger Savings			(\$332,334)	(\$332,334)	(\$332,334)	(\$332,334)	(\$332,334)	(\$332,334)	(\$332,334)	(\$332,334)			\$0			\$0
State Issues Settlement (S.I.S.)			\$227,290	\$227,290	\$227,290	\$227,290	\$227,290	\$227,290	\$227,290	\$227,290			\$0			\$0
Balancing Adjustment Factor			\$14,481	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$37,094,323	\$37,849,636	\$37,822,346	\$37,954,680	\$37,871,281	\$37,871,281	\$37,871,281	\$37,871,281			\$38,272,927			\$38,321,693

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE LOAD MANAGEMENT TIME-OF-DAY (223)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Revenue Excl.		Revenue with Annualized Fuel Adjustment (8) \$0.0039159	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
				System Sales (5)	State Issues (6)							
Billing kWh												
On-peak kWh	494,640	\$0.08155	\$40,338	\$40,338	\$40,338	\$40,338	0	494,640	\$40,338	14,392	509,032	\$41,512
Off-peak kWh	1,062,674	\$0.02608	\$27,715	\$27,715	\$27,715	\$27,715	0	1,062,674	\$27,715	30,920	1,093,594	\$28,521
Metered kWh	1,557,314						0	1,557,314		45,312	1,602,626	
Customer Charge	651	\$3.00	\$1,953	\$1,953	\$1,953	\$1,953	0	651	\$1,953	19	670	\$2,010
Number of Customers	653						0	653		19	672	
Fuel			\$6,750	\$6,750	\$6,750	\$6,098	\$0		\$6,098	\$177		\$6,276
System Sales Clause			(\$1,727)	\$0	\$0	\$0	\$0		\$0			\$0
Environmental Surcharge			\$4,394	\$4,394	\$4,394	\$4,394	\$0		\$4,394	\$128		\$4,522
Net Merger Savings			(\$893)	(\$893)	(\$893)	\$0	\$0		\$0			\$0
State Issues Settlement (S.I.S.)			\$675	\$675	\$0	\$0	\$0		\$0			\$0
Balancing Adjustment Factor			\$86	\$0	\$0	\$0	\$0		\$0			\$0
Total			\$79,289	\$80,931	\$80,256	\$81,150			\$80,498			\$82,840

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
MEDIUM GENERAL SERVICE TIME-OF-DAY (228)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)=(2)x(3)	Revenue Excl. State Issues (5)	Revenue Excl. Net Merger Savings (6)	Revenue with Annualized Fuel Adjustment (7)	Revenue with Annualized Fuel Adjustment (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(9)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(13)+(12)
Billing kWh							\$0.0039159						
On-peak kWh	770,745	\$0.08155	\$62,854	\$62,854	\$62,854	\$62,854	\$62,854	0	770,745	\$62,854	(2,561)	768,184	\$62,645
Off-peak kWh	1,208,449	\$0.02608	\$31,516	\$31,516	\$31,516	\$31,516	\$31,516	0	1,208,449	\$31,516	(4,015)	1,204,434	\$31,412
Metered kWh	1,979,194							0	1,979,194		(6,575)	1,972,619	
Customer Charge	905	\$11.80	\$10,498	\$10,498	\$10,498	\$10,498	\$10,498	0	905	\$10,498	(3)	902	\$10,463
Number of Customers	903							0	903		(3)	900	
Fuel			\$8,331	\$8,331	\$8,331	\$7,750	\$7,750	\$0		\$7,750	(\$26)		\$7,725
System Sales Clause			(\$2,480)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$6,752	\$6,752	\$6,752	\$6,752	\$6,752	\$0		\$6,752	(\$22)		\$6,730
Net Merger Savings			(\$1,131)	(\$1,131)	(\$1,131)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$798	\$798	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$80	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$117,220	\$119,620	\$118,821	\$119,952	\$119,371			\$119,371			\$118,975

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
MEDIUM GENERAL SERVICE - PRIMARY (217, 220)

(1) Description	(2) Per Books Total	(3) Current Rate	(4)=(2)*(3) Revenue	(5) Revenue Excl. System Sales	(6) Revenue Excl. State Issues	(7) Revenue Excl. Net Merger Savings	(8) Revenue with Annualized Fuel	(9) Year End Adjustment	(10)=(2)+(9) Year End Total	(11)=(3)*(10) Revised Revenue	(12) Customer Adjustment	(13) Annualized Total	(14)=(3)*(13) Revised Revenue
Billing kWh							\$0.0039159						
First 200 kWh per kW	9,356,285	\$0.04728	\$442,460	\$442,460	\$442,460	\$442,460	\$442,460	3,900,263	13,256,548	\$626,864	597,232	13,855,780	\$655,101
Over 200 kWh per kW	5,791,698	\$0.04070	\$235,718	\$235,718	\$235,718	\$235,718	\$235,718	387,862	6,189,270	\$251,903	278,796	6,468,066	\$263,250
Minimum kWh	92,548						1,200	1,200	93,748	4,223	4,223	97,971	
Metered kWh	15,242,441						4,299,125	4,299,125	19,541,566	\$880,251	880,251	20,421,817	\$16,832
Billing kW													
Standard	44,641	\$1.16	\$51,784	\$51,784	\$51,784	\$51,784	\$51,784	18,902	83,543	\$73,710	2,862	86,405	\$77,030
Mining Minimum	4,139	\$4.82	\$19,950	\$19,950	\$19,950	\$19,950	\$19,950	466	4,605	\$22,196	207	4,812	\$23,194
Customer Charge	1,022	\$16.20	\$16,556	\$16,556	\$16,556	\$16,556	\$16,556	(28)	994	\$16,103	45	1,039	\$16,832
Number of Customers	1,029						(30)	(30)	999		45	1,044	
Fuel			\$61,350	\$61,350	\$61,350	\$61,350	\$61,350	\$16,835		\$76,523	\$3,447		\$78,970
System Sales Clause			\$0	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$48,273	\$48,273	\$48,273	\$48,273	\$48,273	\$16,243		\$64,516	\$2,906		\$67,422
Net Merger Savings			(\$8,722)	(\$8,722)	(\$8,722)	(\$8,722)	(\$8,722)			\$0			\$0
State Issues Settlement (S.I.S.)			\$6,333	\$6,333	\$6,333	\$6,333	\$6,333			\$0			\$0
Balancing Adjustment Factor			\$476	\$476	\$476	\$476	\$476			\$0			\$0
Total			\$854,051	\$873,702	\$887,368	\$876,091	\$874,430			\$1,131,616			\$1,182,800

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - SUBTRANSMISSION (236)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue		Revenue with Annualized Fuel Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(9)+(13)
			Excl. System States (5)	Excl. State Issues (6)							
Billing kWh											
First 200 kWh per kW	2,822,873	\$0.04252	\$120,029	\$120,029	\$120,029	520,160	3,343,033	\$142,146	(303,912)	3,039,121	\$129,223
Over 200 kWh per kW	1,123,559	\$0.03900	\$44,053	\$44,053	\$44,053	98,790	1,228,349	\$47,906	(111,668)	1,116,681	\$43,551
Minimum kWh	88,395					52,500	140,895		(12,809)	128,086	
Metered kWh	4,040,827				\$0.0039159	671,450	4,712,277		(428,389)	4,283,888	
Billing kW											
Standard	14,891	\$1.16	\$17,274	\$17,274	\$17,274	1,344	16,235	\$18,833	(1,476)	14,759	\$17,120
Mining Minimum	1,948	\$4.82	\$9,389	\$9,389	\$9,389	3,079	5,027	\$24,230	(457)	4,570	\$22,027
Customer Charge	274	\$119.00	\$32,606	\$32,606	\$32,606	(10)	264	\$31,416	(24)	240	\$28,560
Number of Customers	273					(9)	264		(24)	240	
Fuel			\$16,785	\$16,785	\$15,824	\$2,629		\$18,453	(\$1,678)		\$16,775
System Sales Clause			\$0	\$0	\$0	\$0		\$0			\$0
Environmental Surcharge			\$15,313	\$15,313	\$15,313	\$3,509		\$18,822	(\$1,711)		\$17,111
Net Merger Savings			(\$2,312)	(\$2,312)	\$0	\$0		\$0			\$0
State Issues Settlement (S.I.S.)			\$1,230	\$0	\$0	\$0		\$0			\$0
Balancing Adjustment Factor			\$66	\$0	\$0	\$0		\$0			\$0
Total			\$249,508	\$253,136	\$254,487			\$301,805			\$274,368

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
LARGE GENERAL SERVICE - SECONDARY (240, 242)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)*(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel (8) \$0.0039159	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)*(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)*(13)
Billing kWh	540,666,120	\$0.03627	\$19,609,960	\$19,609,960	\$19,609,960	\$19,609,960	\$19,609,960	3,161,777	543,827,897	\$19,724,638	1,966,117	545,794,014	\$19,795,949
Metered kWh	557,823,758							3,276,000	561,099,758		2,028,560	563,128,318	
Billing kVa	1,695,056	\$2.97	\$5,034,316	\$5,034,316	\$5,034,316	\$5,034,316	\$5,034,316	12,113	1,707,169	\$5,070,292	6,172	1,713,341	\$5,088,623
Customer Charge	8,232	\$85.00	\$699,720	\$699,720	\$699,720	\$699,720	\$699,720	60	8,292	\$704,820	30	8,322	\$707,370
Number of Customers	8,238							60	8,298		30	8,328	
Fuel			\$2,249,324	\$2,249,324	\$2,249,324	\$2,249,324	\$2,184,395	\$12,829		\$2,197,224	\$7,944		\$2,205,168
System Sales Clause			(\$735,543)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$1,666,908	\$1,666,908	\$1,666,908	\$1,666,908	\$1,666,908	\$10,708		\$1,677,616	\$6,065		\$1,683,681
Net Merger Savings			(\$316,223)	(\$316,223)	(\$316,223)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$214,626	\$214,626	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$11,986	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$28,433,073	\$29,156,631	\$28,942,005	\$29,260,228	\$29,195,300			\$29,374,590			\$29,480,791

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE LOAD MANAGEMENT TIME-OF-DAY (251)

(1) Description	(2) Per Books Total	(3) Current Rate	(4)=(2)*(3) Revenue	(5) Revenue Excl. System Sales	(6) Revenue Excl. State Issues	(7) Revenue Excl. Net Merger Savings	(8) Revenue with Annualized Fuel	(9) Year End Adjustment	(10)=(2)+(9) Year End Total	(11)=(3)*(10) Revised Revenue	(12) Customer Adjustment	(13) Annualized Total	(14)=(3)*(13) Revised Revenue
Billing kWh							\$0.0039159						
On-peak kWh	1,236,929	\$0.06775	\$83,802	\$83,802	\$83,802	\$83,802	\$83,802	0	1,236,929	\$83,802	0	1,236,929	\$83,802
Off-peak kWh	1,742,226	\$0.01963	\$34,200	\$34,200	\$34,200	\$34,200	\$34,200	0	1,742,226	\$34,200	0	1,742,226	\$34,200
Metered kWh	2,979,155							0	2,979,155		0	2,979,155	
Customer Charge	96	\$81.80	\$7,853	\$7,853	\$7,853	\$7,853	\$7,853	0	96	\$7,853	0	96	\$7,853
Number of Customers	96							0	96		0	96	
Fuel			\$12,058	\$12,058	\$12,058	\$12,058	\$11,666	\$0		\$11,666	\$0		\$11,666
System Sales Clause			(\$4,294)	\$0	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Environmental Surcharge			\$8,587	\$8,587	\$8,587	\$8,587	\$8,587	\$0		\$8,587	\$0		\$8,587
Net Merger Savings			(\$1,691)	(\$1,691)	(\$1,691)	\$0	\$0	\$0		\$0	\$0		\$0
State Issues Settlement (S.I.S.)			\$1,090	\$1,090	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Balancing Adjustment Factor			\$52	\$0	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Total			\$141,656	\$145,898	\$144,808	\$146,500	\$146,108			\$146,108			\$146,108

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
LARGE GENERAL SERVICE - PRIMARY (244, 246)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)=(2)*(3)	Revenue Excl. State Issues (5)	Revenue Excl. Net Meter Savings (6)	Revenue Excl. Annualized Fuel (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)*(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(9)*(13)
Billing kWh	126,692,106	\$0.02968	\$3,760,222	\$3,760,222	\$3,760,222	\$3,760,222	\$3,760,222	1,139,726	127,831,832	\$3,794,049	1,032,567	128,864,399	\$3,824,695
Metered kWh	122,673,355							1,068,660	123,742,015		999,532	124,741,547	
Compensated kWh	122,703,859							1,068,660	123,772,519		999,778	124,772,297	
Billing kVa	616,398	\$2.97	\$1,830,702	\$1,830,702	\$1,830,702	\$1,830,702	\$1,830,702	9,987	626,385	\$1,860,363	5,060	631,445	\$1,875,392
Customer Charge	1,202	\$127.50	\$153,255	\$153,255	\$153,255	\$153,255	\$153,255	33	1,235	\$157,463	10	1,245	\$158,738
Number of Customers	1,204							34	1,238		10	1,248	
Fuel			\$498,991	\$498,991	\$498,991	\$498,991	\$498,991	\$4,185		\$484,564	\$3,914		\$488,478
System Sales Clause			(\$151,961)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$376,345	\$376,345	\$376,345	\$376,345	\$376,345	\$5,561		\$381,906	\$3,065		\$384,991
Net Meter Savings			(\$70,096)	(\$70,096)	(\$70,096)	(\$70,096)	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$48,388	\$48,388	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$3,198	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$6,449,045	\$6,597,808	\$6,549,420	\$6,619,515	\$6,600,904			\$6,678,345			\$6,732,294

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE - SUBTRANSMISSION (248)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. Sustent. Sales (4)=(2)x(3)	Revenue Excl. State Issues (5)	Revenue Excl. Net Merger Savings (6)	Revenue Excl. Annualized Fuel (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Billing kWh	116,043,239	\$0.02439	\$2,830,295	\$2,830,295	\$2,830,295	\$2,830,295	\$2,830,295	(1,477,787)	114,565,452	\$2,794,251	(317,356)	114,248,096	\$2,788,511
Metered kWh	117,882,826						\$0.0039159	(1,290,450)	116,592,376		(322,971)	116,269,405	
Billing kVa	469,162	\$2.97	\$1,393,411	\$1,393,411	\$1,393,411	\$1,393,411		(9,925)	459,237	\$1,363,934	(1,272)	457,965	\$1,360,156
Customer Charge	711	\$535.50	\$380,741	\$380,741	\$380,741	\$380,741		10	721	\$386,096	(2)	719	\$385,025
Number of Customers	710							12	722		(2)	720	
Fuel			\$476,406	\$476,406	\$476,406	\$461,620		(\$5,053)		\$456,567	(\$1,265)		\$455,302
System Sales Clause			(\$145,391)	\$0	\$0	\$0				\$0			\$0
Environmental Surcharge			\$298,893	\$298,893	\$298,893	\$298,893		(\$5,001)		\$293,891	(\$814)		\$293,077
Net Merger Savings			(\$67,548)	(\$67,548)	(\$67,548)	\$0				\$0			\$0
State Issues Settlement (S.I.S.)			\$51,411	\$51,411	\$0	\$0				\$0			\$0
Balancing Adjustment Factor			\$3,378	\$0	\$0	\$0				\$0			\$0
Total			\$5,221,595	\$5,312,197	\$5,379,745	\$5,364,959				\$5,294,739			\$5,280,071

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
QUANTITY POWER - PRIMARY (357, 358)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (4)-(2)x(3)	Revenue Excl. State Issues (5)	Revenue Excl. Net Merger Savings (6)	Revenue Excl. Annualized Fuel (7)	Revenue with Annualized Fuel (8)	Year End Adjustment (9)	Year End Total (10)-(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Billing kWh	246,586,335	\$0.01275	\$3,143,721	\$3,143,721	\$3,143,721	\$3,143,721	\$0,0039159	(5,595,600)	240,970,735	\$3,072,377	(15,546,499)	225,424,236	\$2,874,159
Metered kWh	246,586,335							(5,595,600)	240,970,735		(15,546,499)	225,424,236	
Billing kW													
On-Peak	580,896	\$9.28	\$5,396,524	\$5,396,524	\$5,396,524	\$5,396,524		(27,409)	553,487	\$5,141,894	(35,709)	517,778	\$4,810,158
Off-Peak Excess	3,081	\$0.90	\$2,773	\$2,773	\$2,773	\$2,773		(90)	3,051	\$2,746	(197)	2,854	\$2,569
Equipment Credit	7,200	-\$0.51	(\$3,672)	(\$3,672)	(\$3,672)	(\$3,672)			7,200	(\$3,672)		6,735	(\$3,435)
Billing KVAR	47,191	\$0.57	\$26,899	\$26,899	\$26,899	\$26,899		(1,002)	46,189	\$26,328	(2,980)	43,209	\$24,629
Customer Charge	383	\$276.00	\$105,708	\$105,708	\$105,708	\$105,708		(13)	370	\$102,120	(24)	346	\$95,496
Number of Customers	385							(13)	372		(24)	348	
Fuel			\$992,702	\$992,702	\$992,702	\$992,702	\$992,702	(\$21,912)		\$943,623	(\$60,879)		\$882,744
System Sales Clause			(\$333,429)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$583,290	\$583,290	\$583,290	\$583,290	\$583,290	(\$24,542)		\$558,748	(\$36,048)		\$522,700
Net Merger Savings			(\$140,561)	(\$140,561)	(\$140,561)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$88,851	\$88,851	\$88,851	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$5,192	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$9,867,998	\$10,186,234	\$10,107,383	\$10,247,944	\$10,220,777			\$9,844,164			\$9,209,020

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
QUANTITY POWER - SUBTRANSMISSION (359)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Amortized Fuel Adjustment (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(5)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(13)(13)
Billing kWh	663,317,073	\$0.01226	\$8,132,267	\$8,132,267	\$8,132,267	\$8,132,267	22,639,000	685,956,073	\$8,409,821	22,271,301	708,227,374	\$8,682,868
Metered kWh	663,317,073						22,639,000	685,956,073		22,271,301	708,227,374	
Billing kW	1,842,207	\$8.51	\$13,975,182	\$13,975,182	\$13,975,182	\$13,975,182	59,783	1,701,990	\$14,483,935	55,259	1,757,249	\$14,954,189
On-Peak	9,464	\$0.86	\$8,139	\$8,139	\$8,139	\$8,139	19	9,483	\$8,155	308	9,791	\$8,420
Off-Peak Excess												
Billing KVAR	393,095	\$0.57	\$224,064	\$224,064	\$224,064	\$224,064	20,876	413,971	\$235,963	427,412	427,412	\$243,625
Customer Charge	612	\$682.00	\$405,144	\$405,144	\$405,144	\$405,144	7	619	\$409,778	639	639	\$423,018
Number of Customers	612						4	616		636	636	
Fuel			\$2,676,234	\$2,676,234	\$2,676,234	\$2,597,499	\$86,652		\$2,686,151	\$87,213		\$2,773,364
System Sales Clause			\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$1,515,959	\$1,515,959	\$1,515,959	\$1,515,959	\$66,941		\$1,582,900	\$51,383		\$1,634,283
Net Merger Savings			(\$379,316)	(\$379,316)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$282,599	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$18,621	\$0	\$0	\$0			\$0			\$0
Total			\$26,034,867	\$26,557,674	\$26,905,990	\$26,856,255			\$27,616,705			\$28,719,777

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
QUANTITY POWER - TRANSMISSION (360)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merg. Savings (7)	Revenue with Annualized Fuel Adjustment (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)+(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)+(13)
Billing kWh	35,434,724	\$0.01210	\$428,760	\$428,760	\$428,760	\$428,760	0	35,434,724	\$428,760	(8,858,681)	26,576,043	\$321,570
Metered kWh	35,434,724						0	35,434,724		(8,858,681)	26,576,043	
Billing kW												
On-Peak	96,221	\$7.88	\$758,221	\$758,221	\$758,221	\$758,221	0	96,221	\$758,221	(24,055)	72,166	\$588,668
Off-Peak Excess	3,099	\$0.85	\$2,634	\$2,634	\$2,634	\$2,634	0	3,099	\$2,634	(775)	2,324	\$1,975
Billing KVAR	9,825	\$0.57	\$5,600	\$5,600	\$5,600	\$5,600	0	9,825	\$5,600	7,389	7,389	\$4,200
Customer Charge	32	\$1,353.00	\$43,296	\$43,296	\$43,296	\$43,296	0	32	\$43,296	24	24	\$32,472
Number of Customers	32						0	32		24	24	
Fuel			\$141,913	\$141,913	\$141,913	\$138,760	\$0		\$138,760	(\$34,690)		\$104,070
System Sales Clause			\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$82,166	\$82,166	\$82,166	\$82,166	\$0		\$82,166	(\$20,541)		\$61,624
Net Merger Savings			(\$20,149)	(\$20,149)	\$0	\$0			\$0			\$0
Slate Issues Settlement (S.I.S.)			\$13,083	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$1,703	\$0	\$0	\$0			\$0			\$0
Total			\$1,407,621	\$1,442,442	\$1,482,590	\$1,459,438			\$1,459,438			\$1,094,580

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

COMMERCIAL AND INDUSTRIAL POWER TIME-OF-DAY - SUBTRANSMISSION (371)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)-(2)*(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel Adjustment (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)*(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)*(13)
Billing kWh	1,979,496,378	\$0.01226	\$24,268,626	\$24,268,626	\$24,268,626	\$24,268,626	\$0.0039159	(44,182,000)	1,935,314,378	\$23,726,954	0	1,935,314,378	\$23,726,954
Metered kWh	1,979,496,378							(44,182,000)	1,935,314,378		0	1,935,314,378	
Billing kW	3,295,548	\$7.89	\$26,001,874	\$26,001,874	\$26,001,874	\$26,001,874	\$26,001,874	(108,414)	3,187,134	\$25,146,487	0	3,187,134	\$25,146,487
On-Peak	3,286,114	\$1.23	\$4,041,920	\$4,041,920	\$4,041,920	\$4,041,920	\$4,041,920	(108,284)	3,177,830	\$3,908,731	0	3,177,830	\$3,908,731
Off-Peak	83,028	\$8.99	\$746,422	\$746,422	\$746,422	\$746,422	\$746,422	(5,760)	77,268	\$694,639	0	77,268	\$694,639
Minimum													
Billing KVAR	178,377	\$0.80	\$107,626	\$107,626	\$107,626	\$107,626	\$107,626	(26,553)	153,824	\$92,294	0	153,824	\$92,294
Customer Charge	145	\$662.00	\$96,990	\$96,990	\$96,990	\$96,990	\$96,990	(13)	132	\$87,384	0	132	\$87,384
Number of Customers *	145							(13)	132		0	132	
Fuel			\$7,979,687	\$7,979,687	\$7,979,687	\$7,979,687	\$7,979,687	(\$173,012)		\$7,578,545	\$0		\$7,578,545
System Sales Clause			(\$2,521,497)	\$0	\$0	\$0	\$0			\$0	\$0		\$0
Environmental Surcharge			\$3,768,578	\$3,768,578	\$3,768,578	\$3,768,578	\$3,768,578	(\$110,933)		\$3,657,645	\$0		\$3,657,645
Net Merger Savings			(\$1,130,234)	(\$1,130,234)	(\$1,130,234)	\$0	\$0			\$0	\$0		\$0
State Issues Settlement (S.I.S.)			\$495,939	\$495,939	\$0	\$0	\$0			\$0	\$0		\$0
Balancing Adjustment Factor			\$86,551	\$0	\$0	\$0	\$0			\$0	\$0		\$0
Total			\$63,941,482	\$66,376,428	\$65,880,489	\$67,010,723	\$66,782,593			\$64,892,690			\$64,892,690

* Changed Billed Tariff Summary Number of Customers to 145 from 146 shown in Tariff Summary.
Changed Annualized Total Number of Customers to 11 from 12 shown in Tariff Summary.

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

COMMERCIAL AND INDUSTRIAL POWER TIME-OF-DAY - TRANSMISSION (372)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel Adjustment (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
Billing kWh	223,923,254	\$0.01210	\$2,709,471	\$2,709,471	\$2,709,471	\$2,709,471	\$2,709,471	22,162,000	246,085,254	\$2,977,632	0	246,085,254	\$2,977,632
Metered kWh	223,923,254							22,162,000	246,085,254		0	246,085,254	
Billing kW													
On-Peak	438,423	\$7.34	\$3,218,025	\$3,218,025	\$3,218,025	\$3,218,025	\$3,218,025	58,430	484,853	\$3,632,221	0	484,853	\$3,632,221
Off-Peak	488,166	\$1.05	\$512,574	\$512,574	\$512,574	\$512,574	\$512,574	57,548	545,714	\$573,000	0	545,714	\$573,000
Minimum	65,467	\$8.32	\$544,685	\$544,685	\$544,685	\$544,685	\$544,685	0	65,467	\$544,685	0	65,467	\$544,685
Billing KVAR	35,636	\$0.60	\$21,382	\$21,382	\$21,382	\$21,382	\$21,382	4,775	40,411	\$24,247	0	40,411	\$24,247
Customer Charge	30	\$1,353.00	\$40,590	\$40,590	\$40,590	\$40,590	\$40,590	6	36	\$48,708	0	36	\$48,708
Number of Customers *	30							6	36		0	36	
Fuel			\$889,641	\$889,641	\$889,641	\$889,641	\$876,866	\$66,784		\$963,651	\$0		\$963,651
System Sales Clause			(\$309,355)	\$0	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Environmental Surcharge			\$485,693	\$485,693	\$485,693	\$485,693	\$485,693	\$42,139		\$527,832	\$0		\$527,832
Net Merger Savings			(\$127,674)	(\$127,674)	(\$127,674)	\$0	\$0	\$0		\$0	\$0		\$0
State Issues Settlement (S.I.S.)			\$50,404	\$50,404	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Balancing Adjustment Factor			\$6,927	\$0	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Total			\$6,042,364	\$8,344,791	\$8,294,388	\$8,422,062	\$8,409,287			\$9,291,975	\$0		\$9,291,975

* Changed Per Books Total Number of Customers to 30 from 32 shown in Tariff Summary.
Customer served partial months on CIP-Train and CIP-Sub counted as 2 customers.

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005
STREET LIGHTING (528)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue		Revenue with Annualized Fuel Adjusted (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)+(10)	Lamp Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)+(13)
			Excl. System Sales (5)	Excl. State Issues (6)							
OH Service on Distribution Poles					\$0.0039159						
100 watts, 9,500 Lumens	92,581	\$4.38	\$405,505	\$405,505	\$405,505	0	92,581	\$405,505	(253)	92,328	\$404,397
150 watts, 16,000 Lumens	675	\$4.84	\$3,267	\$3,267	\$3,267	0	675	\$3,267	(3)	672	\$3,252
200 watts, 22,000 Lumens	26,497	\$5.55	\$147,058	\$147,058	\$147,058	0	26,497	\$147,058	(73)	26,424	\$146,853
400 watts, 50,000 Lumens	6,365	\$7.47	\$47,547	\$47,547	\$47,547	0	6,365	\$47,547	(17)	6,348	\$47,420
Service on New Wood Distribution Poles											
100 watts, 9,500 Lumens	5,523	\$7.01	\$38,716	\$38,716	\$38,716	0	5,523	\$38,716	(15)	5,508	\$38,611
150 watts, 16,000 Lumens	168	\$7.59	\$1,275	\$1,275	\$1,275	0	168	\$1,275	-	168	\$1,275
200 watts, 22,000 Lumens	5,498	\$8.79	\$48,327	\$48,327	\$48,327	0	5,498	\$48,327	(14)	5,484	\$48,204
400 watts, 50,000 Lumens	1,480	\$10.72	\$15,866	\$15,866	\$15,866	0	1,480	\$15,866	(4)	1,476	\$15,823
Service on New Metal or Concrete Poles											
100 watts, 9,500 Lumens	-	\$14.45	\$0	\$0	\$0	0	0	\$0	-	-	\$0
150 watts, 16,000 Lumens	-	\$14.94	\$0	\$0	\$0	0	0	\$0	-	-	\$0
200 watts, 22,000 Lumens	770	\$18.82	\$14,491	\$14,491	\$14,491	0	770	\$14,491	(2)	768	\$14,454
400 watts, 50,000 Lumens	854	\$19.27	\$16,457	\$16,457	\$16,457	0	854	\$16,457	(2)	852	\$16,418
Metered kWh	8,237,180								(22,324)	8,214,856	
Fuel			\$33,610	\$33,610	\$32,256			\$32,256			\$32,169
System Sales Clause			\$0	\$0	\$0	\$0		\$0			\$0
Environmental Surcharge			\$47,324	\$47,324	\$47,324	\$0		\$47,324			\$47,196
Net Merger Savings			(\$4,712)	(\$4,712)	\$0	\$0		\$0			\$0
State Issues Settlement (S.I.S.)			\$3,355	\$0	\$0	\$0		\$0			\$0
Balancing Adjustment Factor			\$469	\$0	\$0	\$0		\$0			\$0
Total			\$808,444	\$814,731	\$818,090	\$819,443		\$818,090			\$815,872

KENTUCKY POWER BILLING ANALYSIS
PER BOOKS
TEST YEAR ENDED JUNE 30, 2005

MUNICIPAL WATERWORKS (540)

Description (1)	Per Books Total (2)	Current Rate (3)	Revenue (4)=(2)x(3)	Revenue Excl. System Sales (5)	Revenue Excl. State Issues (6)	Revenue Excl. Net Merger Savings (7)	Revenue with Annualized Fuel Adjusted (8)	Year End Adjustment (9)	Year End Total (10)=(2)+(9)	Revised Revenue (11)=(3)x(10)	Customer Adjustment (12)	Annualized Total (13)	Revised Revenue (14)=(3)x(13)
All kWh	7,168,222	\$0.04207	\$301,567	\$301,567	\$301,567	\$301,567	\$301,567	0	7,168,222	\$301,567	28,559	7,196,781	\$302,769
Minimum kWh	82,362							(2,000)	80,362		320	80,682	
Metered kWh	7,250,584							(2,000)	7,248,584		28,879	7,277,463	
Minimum kW	3,134	\$3.05	\$9,559	\$9,559	\$9,559	\$9,559	\$9,559	(200)	2,934	\$8,949	12	2,946	\$8,985
Customer Charge	253	\$22.90	\$5,794	\$5,794	\$5,794	\$5,794	\$5,794	(2)	251	\$5,748	1	252	\$5,771
Number of Customers	253							(2)	251		1	252	
Fuel			\$29,406	\$29,406	\$29,406	\$29,406	\$29,393	(\$8)		\$28,385	\$113		\$28,498
System Sales Clause			(\$9,272)	\$0	\$0	\$0	\$0			\$0			\$0
Environmental Surcharge			\$20,988	\$20,988	\$20,988	\$20,988	\$20,988	(\$56)		\$20,931	\$83		\$21,015
Net Merger Savings			(\$4,139)	(\$4,139)	(\$4,139)	\$0	\$0			\$0			\$0
State Issues Settlement (S.I.S.)			\$2,795	\$2,795	\$0	\$0	\$0			\$0			\$0
Balancing Adjustment Factor			\$124	\$0	\$0	\$0	\$0			\$0			\$0
Total			\$356,821	\$365,969	\$363,174	\$367,313	\$366,300			\$365,580			\$367,037

KENTUCKY POWER BILLING ANALYSIS
TEST YEAR ENDED JUNE 30, 2005
PROFORMA SUMMARY

<u>Tariff</u>	<u>Total Current Revenue</u>	<u>Total Proposed Revenue</u>	<u>Difference</u>	<u>% Difference</u>
RS Total	\$129,841,719	\$165,279,518	\$35,437,799	27.29%
RSLMTOD Total	\$248,246	\$312,579	\$64,333	25.91%
OL Total	\$4,776,969	\$6,130,507	\$1,353,538	28.33%
SGS Metered Total	\$6,052,186	\$7,040,477	\$988,291	16.33%
SGS from MGS	\$3,097,473	\$3,007,477	(\$89,996)	-2.91%
Subtotal Proposed SGS	\$9,149,659	\$10,047,954	\$898,295	9.82%
SGS TOD (225)	\$2,889	\$3,106	\$217	7.53%
SGS NM Total	\$341,635	\$387,126	\$45,491	13.32%
MGS RL (214)	\$69,164	\$75,261	\$6,096	8.81%
MGS -> MGS	\$35,224,220	\$40,318,164	\$5,093,944	14.46%
MGSLMTOD (223)	\$82,840	\$89,571	\$6,730	8.12%
MGSTOD (229)	\$118,975	\$132,847	\$13,872	11.66%
MGS Pri Total	\$1,182,800	\$1,368,776	\$185,976	15.72%
MGS Sub (236)	\$274,368	\$327,391	\$53,024	19.33%
LGS Sec Total	\$29,480,791	\$34,930,881	\$5,450,090	18.49%
LGSLMTOD (251)	\$146,108	\$173,345	\$27,237	18.64%
LGS Pri Total	\$6,732,294	\$7,621,831	\$889,537	13.21%
LGS Sub (248)	\$5,280,071	\$5,630,709	\$350,637	6.64%
QP Pri Total	\$9,209,020	\$11,189,974	\$1,980,955	21.51%
QP Sub (359)	\$28,719,777	\$31,891,510	\$3,171,733	11.04%
QP Tran (360)	\$1,094,580	\$1,155,367	\$60,787	5.55%
CIP Sub (371)	\$64,892,679	\$73,411,916	\$8,519,237	13.13%
CIP Tran (372)	\$9,291,975	\$10,277,067	\$985,091	10.60%
SL (528)	\$815,872	\$959,237	\$143,365	17.57%
MW (540)	\$367,037	\$420,762	\$53,724	14.64%
Total	\$337,343,688	\$402,135,398	\$64,791,710	19.21%

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

RESIDENTIAL SERVICE (011, 012, 013, 014, 015, 017, 022, 054)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 500 kWh	714,122,566	\$0.05047	\$36,041,765.91	714,122,566	\$0.07260	\$51,845,298.29
Over 500 kWh	1,623,264,596	\$0.04315	\$70,043,867.32	1,623,264,596	\$0.06494	\$105,414,802.86
Storage Water Heating	451,141	\$0.01945	\$8,774.69	451,141	\$0.02701	\$12,185.32
Metered kWh	2,337,838,303			2,337,838,303		
Customer Charge	1,720,788	\$4.25	\$7,313,349.00	1,720,788	\$5.50	\$9,464,334.00
Number of Customers	1,729,728			1,729,728		
Employee Discount			(\$58,194.41)			(\$68,249.00)
Fuel		\$0.0039159	\$9,154,796.84		(\$0.0005941)	(\$1,388,853.91)
Environmental Surcharge			\$7,337,359.25			\$0.00
Total			\$129,841,718.60			\$165,279,517.57

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

RESIDENTIAL LOAD MANAGEMENT TIME-OF-DAY SERVICE (028, 030, 032, 034)

Billing kWh	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
On-peak kWh	1,602,966	\$0.07379	\$118,282.86	1,602,966	\$0.11764	\$188,572.92
Off-peak kWh	4,063,552	\$0.01945	\$79,036.09	4,063,552	\$0.02701	\$109,756.54
Metered kWh	5,666,518			5,666,518		
C&LM Credit	0	-\$0.00745	\$0.00	0	-\$0.00745	\$0.00
Customer Charge	2,373	\$6.75	\$16,017.75	2,373	\$8.00	\$18,984.00
Number of Customers	2,376			2,376		
Employee Discount			(\$1,152.03)			(\$1,368.00)
Fuel		\$0.0039159	\$22,189.65		(\$0.0005941)	(\$3,366.34)
Environmental Surcharge			\$13,871.86			\$0.00
Total			\$248,246.18			\$312,579.12

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

OUTDOOR LIGHTING (093, 094, 095, 097, 098, 099, 107, 109, 110, 111, 113, 116, 122, 131)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Overhead Lighting Service</u>						
High Pressure Sodium						
100 watts, 9,500 Lumens (094)	307,920	\$5.04	\$1,551,917	307,920	\$7.60	\$2,340,192
150 watts, 16,000 Lumens (113)	203,304	\$5.92	\$1,203,560	203,304	\$8.40	\$1,707,754
200 watts, 22,000 Lumens (097)	26,856	\$7.51	\$201,689	26,856	\$10.10	\$271,246
400 watts, 50,000 Lumens (098)	1,668	\$12.00	\$20,016	1,668	\$15.35	\$25,604
Mercury Vapor						
175 watts, 7,000 Lumens (093)	31,692	\$5.04	\$159,728	31,692	\$8.40	\$266,213
400 watts, 20,000 Lumens (095)	2,184	\$8.24	\$17,996	2,184	\$14.00	\$30,576
<u>Post Top Lighting Service</u>						
High Pressure Sodium						
100 watts, 9,500 Lumens (111)	9,924	\$8.81	\$87,430	9,924	\$10.80	\$107,179
150 watts, 16,000 Lumens (122)	528	\$14.43	\$7,619	528	\$17.65	\$9,319
Mercury Vapor						
175 watts, 7,000 Lumens (099)	192	\$5.92	\$1,137	192	\$9.75	\$1,872
<u>Flood Lighting Service</u>						
High Pressure Sodium						
200 watts, 22,000 Lumens (107)	21,096	\$8.79	\$185,434	21,096	\$11.55	\$243,659
400 watts, 50,000 Lumens (109)	45,084	\$11.86	\$534,696	45,084	\$15.30	\$689,785
Metal Halide						
250 watts, 20,500 Lumens (110)	1,092	\$13.92	\$15,201	1,092	\$17.25	\$18,837
400 watts, 36,000 Lumens (116)	9,660	\$18.10	\$174,846	9,660	\$22.60	\$218,316
1000 watts, 110,000 Lumens (131)	1,152	\$38.66	\$44,536	1,152	\$48.55	\$55,930
Metered kWh	41,336,355			41,336,355		
<u>Facilities Charge</u>						
Pole	44,904	\$1.80	\$80,827	44,904	\$2.30	\$103,279
Span	47,172	\$1.00	\$47,172	47,172	\$1.30	\$61,324
Lateral	744	\$5.35	\$3,980	744	\$5.35	\$3,980
Fuel	\$0.0039159		\$161,870		(\$0.0005941)	(\$24,557)
Environmental Surcharge			\$277,316			\$0
Total			\$4,776,969			\$6,130,507

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

SMALL GENERAL SERVICE (211, 212)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 500 kWh	36,604,547	\$0.06307	\$2,308,648.78	36,604,547	\$0.08761	\$3,206,924.36
Over 500 kWh	30,479,826	\$0.03663	\$1,116,476.03	30,479,826	\$0.04984	\$1,519,114.53
Metered kWh	67,084,373			67,084,373		
Customer Charge	204,721	\$9.85	\$2,016,501.85	204,721	\$11.50	\$2,354,291.50
Number of Customers	205,416			205,416		
Fuel		\$0.0039159	\$262,697.30		(\$0.0005941)	(\$39,853.22)
Environmental Surcharge			\$347,862.52			\$0.00
Total			\$6,052,186.47			\$7,040,477.17

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

SMALL GENERAL SERVICE - TIME-OF-DAY (225)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
On-Peak	12,369	\$0.09082	\$1,123.35	12,369	\$0.12295	\$1,520.77
Off-Peak	19,148	\$0.02054	\$393.30	19,148	\$0.02701	\$517.19
Metered kWh	31,517			31,517		
Customer Charge	72,000	\$15.10	\$1,087.20	72	\$15.10	\$1,087.20
Number of Customers	72			72		
Fuel		\$0.0039159	\$123.42		(\$0.0005941)	(\$18.72)
Environmental Surcharge			\$161.67			\$0.00
Total			\$2,888.94			\$3,106.43

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

SMALL GENERAL SERVICE - NON METERED (204, 213)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 500 kWh	2,402,700	\$0.06307	\$151,538.29	2,402,700	\$0.08761	\$210,500.55
Over 500 kWh	1,092,480	\$0.03663	\$40,017.54	1,092,480	\$0.04984	\$54,449.20
Metered kWh	3,495,180		\$0.00	3,495,180		
Customer Charge	16,567	\$7.00	\$115,969.00	16,567	\$7.50	\$124,252.50
Number of Customers	13,044			13,044		
Fuel		\$0.0039159	\$13,686.86		(\$0.0005941)	(\$2,076.40)
Environmental Surcharge			\$20,423.63			\$0.00
Total			\$341,635.32			\$387,125.85

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - RECREATIONAL LIGHTING (214)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
All kWh	981,039	\$0.05303	\$52,024.50	981,039	\$0.06520	\$63,963.74
Metered kWh	981,039			981,039		
Customer Charge	880	\$10.80	\$9,504.00	880	\$13.50	\$11,880.00
Number of Customers	828			828		
Fuel		\$0.0039159	\$3,841.67		(\$0.0005941)	(\$582.81)
Environmental Surcharge			\$3,794.29			\$0.00
Total			\$69,164.46			\$75,260.93

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - SECONDARY (215, 216, 218) REMAINING MGS-SEC

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 200 kWh per kW	378,515,486	\$0.05285	\$20,004,543.44	378,526,439	\$0.06951	\$26,311,372.77
Over 200 kWh per kW	168,881,326	\$0.04317	\$7,290,606.84	168,886,507	\$0.05792	\$9,781,906.49
Minimum kWh	119,017			102,884		
Metered kWh	547,515,829			547,515,830		
<u>Billing kW</u>						
Standard	2,323,381	\$1.16	\$2,695,121.96	2,325,939	\$1.38	\$3,209,795.82
Mining Minimum	4,700	\$4.82	\$22,654.00	3,840	\$5.75	\$22,080.00
Customer Charge	97,650	\$10.80	\$1,054,620.00	97,650	\$13.50	\$1,318,275.00
Number of Customers	97,880			97,880		
Fuel		\$0.0039159	\$2,144,030.31		(\$0.0005941)	(\$325,266.08)
Subtotal			\$33,211,576.55			\$40,318,164.00
Environmental Surcharge			\$2,012,643.60			\$0.00
Total			\$35,224,220.15			\$40,318,164.00

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - SECONDARY (215, 216, 218) MIGRATING TO SGS

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh						
First 500 kWh				14,553,857	\$0.08761	\$1,275,063.41
Over 500 kWh				26,678,118	\$0.04984	\$1,329,637.40
Metered kWh				41,231,975		
Customer Charge				37,154	\$11.50	\$427,271.00
Number of Customers				37,300		
First 200 kWh per kW	31,114,413	\$0.05285	\$1,644,396.73			
Over 200 kWh per kW	10,117,562	\$0.04317	\$436,775.15			
Minimum kWh	0					
Metered kWh	41,231,975					
Billing kW						
Standard	238,442	\$1.16	\$276,592.72			
Mining Minimum	0	\$4.82	\$0.00			
Customer Charge	37,154	\$10.80	\$401,263.20			
Number of Customers	37,300					
Fuel		\$0.0039159	\$161,461.28		(\$0.0005941)	(\$24,494.93)
Subtotal			\$2,920,489.07			\$3,007,476.88
Environmental Surcharge			\$176,983.58			\$0.00
Total			\$3,097,472.65			\$3,007,476.88

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE LOAD MANAGEMENT TIME-OF-DAY (223)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
On-peak kWh	509,032	\$0.08155	\$41,511.56	509,032	\$0.11388	\$57,968.56
Off-peak kWh	1,093,594	\$0.02608	\$28,520.93	1,093,594	\$0.02793	\$30,544.08
Metered kWh	1,602,626			1,602,626		
Customer Charge	670	\$3.00	\$2,010.00	670	\$3.00	\$2,010.00
Number of Customers	672			672		
Fuel		\$0.0039159	\$6,275.76		(\$0.0005941)	(\$952.08)
Environmental Surcharge			\$4,521.85			\$0.00
Total			\$82,840.10			\$89,570.56

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE TIME-OF-DAY (229)

	<u>Current Billing Units</u>	<u>Current Rate</u>	<u>Current Revenue</u>	<u>Proposed Billing Units</u>	<u>Proposed Rate</u>	<u>Proposed Revenue</u>
<u>Billing kWh</u>						
On-peak kWh	768,184	\$0.08155	\$62,645.41	768,184	\$0.11388	\$87,480.79
Off-peak kWh	1,204,434	\$0.02608	\$31,411.64	1,204,434	\$0.02793	\$33,639.84
Metered kWh	1,972,619			1,972,619		
Customer Charge	901,993	\$11.60	\$10,463.12	902	\$14.30	\$12,898.50
Number of Customers	900			900		
Fuel		\$0.0039159	\$7,724.63		(\$0.0005941)	(\$1,171.89)
Environmental Surcharge			\$6,730.00			\$0.00
Total			\$118,974.79			\$132,847.25

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - PRIMARY (217, 220)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 200 kWh per kW	13,855,780	\$0.04728	\$655,101.28	14,136,074	\$0.06283	\$888,169.53
Over 200 kWh per kW	6,468,066	\$0.04070	\$263,250.29	6,073,390	\$0.05497	\$333,854.25
Minimum kWh	97,971			212,353		
Metered kWh	20,421,817			20,421,817		
<u>Billing kW</u>						
Standard	66,405	\$1.16	\$77,029.80	68,856	\$1.34	\$92,267.04
Mining Minimum	4,812	\$4.82	\$23,193.84	7,791	\$5.75	\$44,798.25
Customer Charge	1,039	\$16.20	\$16,831.80	1,039	\$21.00	\$21,819.00
Number of Customers	1,044			1,044		
Fuel		\$0.0039159	\$79,970.28		(\$0.0005941)	(\$12,132.11)
Environmental Surcharge			\$67,422.47			\$0.00
Total			\$1,182,799.76			\$1,368,775.95

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MEDIUM GENERAL SERVICE - SUBTRANSMISSION (236)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
First 200 kWh per kW	3,039,121	\$0.04252	\$129,223.42	2,684,041	\$0.05714	\$153,366.10
Over 200 kWh per kW	1,116,681	\$0.03900	\$43,550.56	1,357,286	\$0.05292	\$71,827.58
Minimum kWh	128,086			242,561		
Metered kWh	4,283,888			4,283,888		
<u>Billing kW</u>						
Standard	14,759	\$1.16	\$17,120.44	13,003	\$1.32	\$17,163.96
Mining Minimum	4,570	\$4.82	\$22,027.40	8,845	\$5.75	\$50,858.75
Customer Charge	240	\$119.00	\$28,560.00	240	\$153.00	\$36,720.00
Number of Customers	240			240		
Fuel		\$0.0039159	\$16,775.38		(\$0.0005941)	(\$2,544.96)
Environmental Surcharge			\$17,110.61			\$0.00
Total			\$274,367.81			\$327,391.43

KENTUCKY POWER BILLING ANALYSIS
 PROFORMA
 TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE - SECONDARY (240, 242)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	545,794,014	\$0.03627	\$19,795,948.89	563,128,318	\$0.05107	\$28,758,963.20
Metered kWh	563,128,318			563,128,318		
Billing Demand	1,713,341	\$2.97	\$5,088,622.77	1,614,764	\$3.54	\$5,716,264.56
Billing Reactive				27,887	\$2.97	\$82,824.39
Customer Charge	8,322	\$85.00	\$707,370.00	8,322	\$85.00	\$707,370.00
Number of Customers	8,328			8,328		
Fuel		\$0.0039159	\$2,205,167.63		(\$0.0005941)	(\$334,541.09)
Environmental Surcharge			\$1,683,681.30			\$0.00
Total			\$29,480,790.59			\$34,930,881.06

KENTUCKY POWER BILLING ANALYSIS
 PROFORMA
 TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE LOAD MANAGEMENT TIME-OF-DAY (251)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
<u>Billing kWh</u>						
On-peak kWh	1,236,929	\$0.06775	\$83,801.94	1,236,929	\$0.09625	\$119,054.42
Off-peak kWh	1,742,226	\$0.01963	\$34,199.90	1,742,226	\$0.02767	\$48,207.39
Metered kWh	2,979,155			2,979,155		
Customer Charge	96	\$81.80	\$7,852.80	96	\$81.80	\$7,852.80
Number of Customers	96			96		
Fuel		\$0.0039159	\$11,666.14		(\$0.0005941)	(\$1,769.84)
Environmental Surcharge			\$8,586.82			\$0.00
Total			\$146,107.60			\$173,344.76

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE - PRIMARY (244, 246)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	128,864,399	\$0.02968	\$3,824,695.36	124,772,297	\$0.04374	\$5,457,540.27
Metered kWh	124,741,547			124,741,547		
Compensated kWh	124,772,297			124,772,297		
Billing Demand	631,445	\$2.97	\$1,875,391.65	532,087	\$3.45	\$1,835,700.15
Billing Reactive				82,141	\$2.97	\$243,958.77
Customer Charge	1,245	\$127.50	\$158,737.50	1,245	\$127.50	\$158,737.50
Number of Customers	1,248			1,248		
Fuel		\$0.0039159	\$488,478.40		(\$0.0005941)	(\$74,105.97)
Environmental Surcharge			\$384,990.80			\$0.00
Total			\$6,732,293.72			\$7,621,830.72

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

LARGE GENERAL SERVICE - SUBTRANSMISSION (248)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	114,248,096	\$0.02439	\$2,786,511.06	116,269,405	\$0.03274	\$3,806,660.32
Metered kWh	116,269,405			116,269,405		
Billing Demand	457,965	\$2.97	\$1,360,156.05	416,124	\$3.37	\$1,402,337.88
Billing Reactive				35,609	\$2.97	\$105,758.73
Customer Charge	719	\$535.50	\$385,024.50	719	\$535.50	\$385,024.50
Number of Customers	720			720		
Fuel		\$0.0039159	\$455,302.14		(\$0.0005941)	(\$69,072.88)
Environmental Surcharge			\$293,077.38			\$0.00
Total			\$5,280,071.13			\$5,630,708.55

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

QUANTITY POWER - PRIMARY (357, 358)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	225,424,236	\$0.01275	\$2,874,159.01	225,424,236	\$0.02107	\$4,749,688.65
Metered kWh	225,424,236			225,424,236		
<u>Billing kW</u>						
On-Peak	517,778	\$9.29	\$4,810,157.62	517,778	\$12.44	\$6,441,158.32
Off-Peak Excess	2,854	\$0.90	\$2,568.60	2,854	\$3.46	\$9,874.84
Equipment Credit	6,735	-\$0.51	(\$3,434.85)	6,735	-\$0.51	(\$3,434.85)
Billing KVAR	43,209	\$0.57	\$24,629.13	43,209	\$0.72	\$31,110.48
Customer Charge	346	\$276.00	\$95,496.00	346	\$276.00	\$95,496.00
Number of Customers	348			348		
Fuel		\$0.0039159	\$882,744.15		(\$0.0005941)	(\$133,919.16)
Environmental Surcharge			\$522,699.98			\$0.00
Total			\$9,209,019.64			\$11,189,974.29

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

QUANTITY POWER - SUBTRANSMISSION (359)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	708,227,374	\$0.01226	\$8,682,867.61	708,227,374	\$0.02076	\$14,702,800.28
Metered kWh	708,227,374			708,227,374		
<u>Billing kW</u>						
On-Peak	1,757,249	\$8.51	\$14,954,188.99	1,757,249	\$9.60	\$16,869,590.40
Off-Peak Excess	9,791	\$0.86	\$8,420.26	9,791	\$0.93	\$9,105.63
Billing KVAR	427,412	\$0.57	\$243,624.84	427,412	\$0.72	\$307,736.64
Customer Charge	639	\$662.00	\$423,018.00	639	\$662.00	\$423,018.00
Number of Customers	636			636		
Fuel		\$0.0039159	\$2,773,364.49		(\$0.0005941)	(\$420,740.97)
Environmental Surcharge			\$1,634,293.06			\$0.00
Total			\$28,719,777.24			\$31,891,509.98

KENTUCKY POWER BILLING ANALYSIS
 PROFORMA
 TEST YEAR ENDED JUNE 30, 2005

QUANTITY POWER - TRANSMISSION (360)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	26,576,043	\$0.01210	\$321,570.12	26,576,043	\$0.02050	\$544,808.88
Metered kWh	26,576,043			26,576,043		
<u>Billing kW</u>						
On-Peak	72,166	\$7.88	\$568,668.08	72,166	\$8.13	\$586,709.58
Off-Peak Excess	2,324	\$0.85	\$1,975.40	2,324	\$0.80	\$1,859.20
Billing KVAR	7,369	\$0.57	\$4,200.33	7,369	\$0.72	\$5,305.68
Customer Charge	24	\$1,353.00	\$32,472.00	24	\$1,353.00	\$32,472.00
Number of Customers	24			24		
Fuel		\$0.0039159	\$104,069.76		(\$0.0005941)	(\$15,788.19)
Environmental Surcharge			\$61,624.41			\$0.00
Total			\$1,094,580.10			\$1,155,367.15

KENTUCKY POWER BILLING ANALYSIS
 PROFORMA
 TEST YEAR ENDED JUNE 30, 2005

COMMERCIAL AND INDUSTRIAL POWER TIME-OF-DAY - SUBTRANSMISSION (371)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	1,935,314,378	\$0.01226	\$23,726,954.27	1,935,314,378	\$0.01699	\$32,880,991.28
Metered kWh	1,935,314,378			1,935,314,378		
<u>Billing kW</u>						
On-Peak	3,187,134	\$7.89	\$25,146,487.26	3,187,134	\$11.68	\$37,225,725.12
Off-Peak	3,177,830	\$1.23	\$3,908,730.90	3,177,830	\$1.03	\$3,273,164.90
Minimum	77,268	\$8.99	\$694,639.32	77,268	\$12.73	\$983,621.64
Billing KVAR	153,824	\$0.60	\$92,294.40	153,824	\$0.72	\$110,753.28
Customer Charge	132	\$662.00	\$87,384.00	132	\$662.00	\$87,384.00
Number of Customers	132			132		
Fuel		\$0.0039159	\$7,578,543.79		(\$0.0005941)	(\$1,149,724.05)
Environmental Surcharge			\$3,657,645.29			\$0.00
Total			\$64,892,679.23			\$73,411,916.17

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

COMMERCIAL AND INDUSTRIAL POWER TIME-OF-DAY - TRANSMISSION (372)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
Billing kWh	246,085,254	\$0.01210	\$2,977,631.57	246,085,254	\$0.01677	\$4,126,849.71
Metered kWh	246,085,254			246,085,254		
<u>Billing kW</u>						
On-Peak	494,853	\$7.34	\$3,632,221.02	494,853	\$10.11	\$5,002,963.83
Off-Peak	545,714	\$1.05	\$572,999.70	545,714	\$0.89	\$485,685.46
Minimum	65,467	\$8.32	\$544,685.44	65,467	\$11.15	\$729,957.05
Billing KVAR	40,411	\$0.60	\$24,246.60	40,411	\$0.72	\$29,095.92
Customer Charge	36	\$1,353.00	\$48,708.00	36	\$1,353.00	\$48,708.00
Number of Customers *	36			36		
Fuel		\$0.0039159	\$963,651.12		(\$0.0005941)	(\$146,193.37)
Environmental Surcharge			\$527,831.65			\$0.00
Total			\$9,291,975.11			\$10,277,066.60

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

STREET LIGHTING (528)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
OH Service on Distribution Poles						
100 watts, 9,500 Lumens	92,328	\$4.38	\$404,397	92,328	\$5.60	\$517,036.80
150 watts, 16,000 Lumens	672	\$4.84	\$3,252	672	\$6.35	\$4,267.20
200 watts, 22,000 Lumens	26,424	\$5.55	\$146,653	26,424	\$7.80	\$206,107.20
400 watts, 50,000 Lumens	6,348	\$7.47	\$47,420	6,348	\$11.20	\$71,097.60
Service on New Wood Distribution Poles						
100 watts, 9,500 Lumens	5,508	\$7.01	\$38,611	5,508	\$8.95	\$49,296.60
150 watts, 16,000 Lumens	168	\$7.59	\$1,275	168	\$9.70	\$1,629.60
200 watts, 22,000 Lumens	5,484	\$8.79	\$48,204	5,484	\$11.20	\$61,420.80
400 watts, 50,000 Lumens	1,476	\$10.72	\$15,823	1,476	\$14.55	\$21,475.80
Service on New Metal or Concrete Poles						
100 watts, 9,500 Lumens	-	\$14.45	\$0	-	\$14.65	\$0.00
150 watts, 16,000 Lumens	-	\$14.94	\$0	-	\$15.20	\$0.00
200 watts, 22,000 Lumens	768	\$18.82	\$14,454	768	\$19.20	\$14,745.60
400 watts, 50,000 Lumens	852	\$19.27	\$16,418	852	\$20.00	\$17,040.00
Metered kWh	8,214,856					
Fuel		\$0.0039159	\$32,169		(\$0.0005941)	(\$4,880)
Environmental Surcharge			\$47,196			\$0.00
Total			\$815,872			\$959,237

KENTUCKY POWER BILLING ANALYSIS
PROFORMA
TEST YEAR ENDED JUNE 30, 2005

MUNICIPAL WATERWORKS (540)

	Current Billing Units	Current Rate	Current Revenue	Proposed Billing Units	Proposed Rate	Proposed Revenue
All kWh	7,196,781	\$0.04207	\$302,768.58	7,196,781	\$0.05677	\$408,561.26
Minimum kWh	80,682			80,682		
Metered kWh	7,277,463			7,277,463		
Minimum kW	2,946	\$3.05	\$8,985.30	2,946	\$3.65	\$10,752.90
Customer Charge	252	\$22.90	\$5,770.80	252	\$22.90	\$5,770.80
Number of Customers	252			252		
Fuel		\$0.0039159	\$28,497.99		(\$0.0005941)	(\$4,323.37)
Environmental Surcharge			\$21,014.83			\$0.00
Total			\$367,037.50			\$420,761.59

**P.S.C. ELECTRIC NO. 8
CANCELS P.S.C. ELECTRIC NO. 7**

Cancels and Supersedes all Previous Schedules

KENTUCKY POWER COMPANY

**SCHEDULE OF TARIFFS,
TERMS AND CONDITIONS OF SERVICE
GOVERNING
SALE OF ELECTRICITY**

**In the Kentucky territory served
By Kentucky Power Company
As stated on Sheet No. 1**

**Issued by
Errol K. Wagner, Director Regulatory Services
Frankfort, Kentucky**

Issued: September 26, 2005

Effective: October 27, 2005

<u>TITLE</u>	<u>INDEX</u>	<u>SHEET NO</u>
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Capacity and Energy Emergency Control Program		3-1- thru 3-10
Standard Nominal Voltages		4-1
Tariff F.A.C.	Fuel Adjustment Clause	5-1 Thru 5-2
Tariff R.S.	Residential Service	6-1 thru 6-3
Tariff R.S.-L.M.-T.O.D.	Residential Load Management-Time-of-Day	6-4 thru 6-5
Tariff R.S.-T.O.D.	Residential Time-of-Day	6-6 thru 6-7
Tariff S.G.S.	Small General Service	7-1 thru 7-2
Tariff M.G.S.	Medium General Service	8-1 thru 8-3
Tariff M.G.S.-T.O.D.	Medium General Service - Time-of-Day	8-4 thru 8-5
Tariff L.G.S.	Large General Service	9-1 thru 9-3
Tariff Q.P.	Quantity Power	10-1 thru 10-3
Tariff C.I.P.-T.O.D.	Commercial and Industrial Power-Time-of-Day	11-1 thru 11-3
Tariff C.S.-I.R.P.	Contract Service-Interruptible Power	12-1 thru 12-3
Tariff M.W.	Municipal Waterworks	13-1 thru 13-2
Tariff O.L.	Outdoor Lighting	14-1 thru 14-3
Tariff S.L.	Street Lighting	15-1 thru 15-3
Tariff C.A.T.V.	Cable Television Pole Attachment	16-1 thru 16-5
Tariff COGEN/SPP I	Cogeneration and/or Small Power Production - 100 KW or Less	17-1 thru 17-3
Tariff COGEN/SPP II	Cogeneration and/or Small Power Production - Over 100 KW	18-1 thru 18-3
Tariff S.S.C.	System Sales Clause	19-1 thru 19-2
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Tariff T.S.	Temporary Service	21-1
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(Cont'd on Sheet No. 1-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY

NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

INDEX CONT'D

Tariff N.M.S.C.	Net Merger Savings Credit	23-1	
Tariff E.C.S.	Emergency Curtailable Service Rider	24-1 thru 24-3	
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Tariff N.U.G.	Non-Utility Generator	26-1 thru 26-3	
Tariff N.M.S.	Net Metering Services	27-1 thru 27-6	
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Tariff E.S.	Environmental Surcharge	29-1 thru 29-5	
Tariff N.C.R.	Net Congestion Recovery	30-1	(N)

THE ABOVE TARIFFS ARE APPLICABLE TO THE ENTIRE TERRITORY
 SERVED BY KENTUCKY POWER COMPANY AS ON FILE WITH THE PUBLIC SERVICE COMMISSION
 AT BOYD, BREATHITT, CARTER, CLAY, ELLIOTT, FLOYD, GREENUP, JOHNSON, KNOTT, LAWRENCE, LESLIE,
 LETCHER, LEWIS, MAGOFFIN, MARTIN, MORGAN, OWSLEY, PERRY, PIKE AND ROWAN COUNTIES. (T)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

TERMS AND CONDITIONS OF SERVICE**1. APPLICATION.**

A copy of the tariffs and standard terms and conditions under which service is to be rendered to the Customer will be furnished upon request at the Company's office and the Customer shall elect upon which tariff applicable to his service his application shall be based.

If the Company requires a written agreement from a Customer before service will be commenced, a copy of the agreement will be furnished to the Customer upon request. (T)

When the Customer desires delivery of energy at more than one point, a separate agreement may be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff.

2. INSPECTION.

The Customer is responsible for the proper installation and maintenance of the customers' wiring and electrical equipment and the customer shall at all times be responsible for the character and condition thereof. The Company has no obligation to undertake inspection thereof and in no event shall be responsible therefore. However, the Company may refuse to connect to the customer's system if such connection is deemed unsafe by the Company. (T)

Where a Customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations until the Company has received evidence that the inspection laws or ordinances have been complied with.

Where a Customer's premises are located outside of an area where inspection service is in effect, the Company may require the delivery by the Customer to the Company of an agreement duly signed by the owner and/or tenant of the premises authorizing the connection to the wiring system of the Customer and assuming responsibility therefore. No responsibility shall attach to the Company because of any waiver of this requirement.

3. SERVICE CONNECTIONS.

Service connections will be provided in accordance with 807 KAR 5:041, Section 10.

The Customer should in all cases consult the Company before the Customer's premises are wired to determine the location of Company's point of service connection.

The Company will, when requested to furnish service, designate the location of its service connection. The Customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the Customer's wiring must extend at least 18 inches beyond the building. Where Customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain equipment specified by the Company, the Company may supply or offer to own certain facilities on the Customer's side of the point where the service wires attach to the building.

All inside wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the Customer shall pay the additional cost of same.

(Cont'd on Sheet No. 2-2)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. DEPOSITS.

Prior to providing service or at any time thereafter, the Company may require a cash deposit or other guaranty to secure payment of bills except for customer's qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Upon request from a residential customer the deposit will be returned after 18 months if the customer has established a satisfactory payment record; but commercial deposits will be retained during the entire time that the account remains active.

A. Interest

Interest will be paid on all sums held on deposit at the rate indicated in KRS 278.460. The interest will be applied by the Company as a credit to the Customer's bill or will be paid to the Customer on an annual basis. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill on a pro-rated basis.

The Company will not pay interest on deposits after discontinuance of service to the Customer. Retention of any deposit or guaranty by the Company prior to final settlement is not a payment or part payment of any bill for service. The Company shall have a reasonable time in which to obtain a final reading and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposits.

B. Criteria for Waiver of Deposit Requirement

The Company may waive any deposit requirement based upon the following criteria, which shall be considered by the Company cumulatively.

1. Satisfactory payment history.
2. Statement from another utility showing satisfactory payment history.
3. Another customer with satisfactory payment history is willing to sign as a guarantor for an amount equal to the required deposit.
4. Providing evidence of other collateral acceptable to Company, such as Surety Bond.
5. Checkless Payment Plan (CPP)

C. Method of Determination

1. Calculated Deposits
 - a. Deposit amounts paid by residential customers shall not exceed a calculated amount based upon actual usage data of the Customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the Customer's actual or estimated annual bill.
 - b. Deposit amounts paid by commercial customers shall not exceed a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the typical bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.

(Cont'd on Sheet No. 2-3)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. DEPOSITS, (Cont'd.)

D. Additional Deposit Requirement

If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, the Customer may be required to pay a deposit. Factors to be considered when evaluating if a Customer fails to maintain a satisfactory payment record include, but are not limited to; integrity of past payments (returned checks), account credit activity, age of arrearage and frequency of late payments, all during a six month period. The Customer will receive a message on the bill informing the Customer that if the account is not current by the specified date listed on the bill a deposit will be applied to the account the next time the account is billed. If a change in usage or classification of service has occurred, the Customer may be required to pay an additional deposit up to 2/12 of the annual usage.

E. Recalculation of Customers Deposit

When a deposit is held longer than 18 months, the Customer may request that the deposit be recalculated based on the Customer's actual usage. If the amount of deposit on the account differs from the recalculated amount by more than \$10.00 for a residential Customer or 10 percent for a non-residential Customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the Customer's bill. No refund will be made if the Customer's bill is delinquent at the time of the recalculation.

5. PAYMENTS.

Bills will be rendered by the Company to the Customer monthly or in accordance with the tariff selected applicable to the Customer's service.

A. Equal Payment Plan

Residential Customers have the option of paying a fixed amount each month under the Company's Equal Payment Plan. The monthly payment amount will be based on one-twelfth of the Customers estimated annual usage. The payment amount is subject to periodic review and adjustment during the budget year to more accurately reflect actual usage. The normal plan period is 12 months, which may commence in any month.

In the last month of the plan, if the actual usage during the plan period exceeds the amount billed, the Customer will be billed for the balance due. If an overpayment exists, the amount of overpayment will either be refunded to the Customer or credited to the last bill of the period. If a Customer discontinues service with the Company under the Equal Payment Plan, any amounts not yet paid shall become payable immediately.

If a Customer fails to pay bills as rendered under the Equal Payment Plan, the Company reserves the right to revoke the plan, restore the Customer to regular billing, require immediate payment of any deficiency, and require a case deposit or other guaranty to secure payment of bills.

B. Average Monthly Payment Plan (AMP)

The Average Monthly Payment Plan (AMP Plan) is available to the following applicable tariffs; R.S.; R.S.-L.M-T.O.D.; R.S.-T.O.D., and S.G.S. When mutually agreeable the AMP Plan may be offered by the Company to Customers serviced under other tariffs.

The AMP Plan is designed to allow the Customer to pay an average amount each month based upon the actual billed amounts during the past twelve (12) months. The average payment amount is based upon the current month's total bill plus the eleven (11) preceding months. That result is divided by the total billing days associated with the billings to determine a per day average. The daily average amount is multiplied by thirty (30) to determine the current month's payment under the AMP Plan. At the next billing period, the oldest month's billing history is removed, the current month's billing is added and the total is again divided by the total billing days associated with the billings to determine a per day average. Again the daily average amount is multiplied by thirty (30) to find the new average payment amount. The average monthly payment amount is calculated each and every month in this manner.

Cont'd on Sheet No. 2-4)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

B. Average Monthly Payment Plan (AMP) (Cont'd)

The difference between the actual billings and the AMP Plan billings will be carried in a deferred balance. Both the debit and credit differences will accumulate in the deferred balance for the duration of the AMP Plan year, which is twelve consecutive billings months. At the end of the AMP Plan year (anniversary month), the current month's billing plus the eleven (11) preceding month's billing is summed and divided by the total billing days associated with the billings to determine a per day average. That result is multiplied by thirty (30) to calculate the AMP Plan's monthly payment amount. In addition, the net accumulated deferred balance is divided by 12. This result is added or subtracted to the calculated average payment amount starting with the next billing of the new AMP plan year and will be used in the average payment amount calculation for the remaining AMP plan year. Settlement occurs only when participation in the AMP Plan is terminated. This happens if any account is final billed, if the customer requests termination, or at the Company's discretion when the customer fails to make two or more consecutive monthly payments on an account by the due date. The deferred balance (debit or credit) is then applied to the billing now due.

In such instances where sufficient billing history is not available, an AMP Plan may be established by using the actual billing history available throughout the first AMP Plan year.

C. All Payments

All bills are payable at the business offices or authorized collection agencies of the Company within the time limits specified in the tariff. Failure to receive a bill will not entitle a Customer to any discount or to the remission of any charges for non-payment within the time specified. The word "month" as used herein and in the tariffs is hereby defined to be the elapsed time between 2 successive meter readings approximately 30 days apart.

In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the Customer will be billed for the period based on an estimated consumption of energy in a similar period of like use.

The tariffs of the Company are net if the account of the Customer is paid within the time limit specified in the tariff applicable to the Customer's service. To discourage delinquency and encourage prompt payment within the specified time limit, certain tariffs contain a delayed payment charge, which may be added in accordance with the tariff under which service is provided. Any one delayed payment charge billed against the Customer for non-payment of bill or any one forfeited discount applied against the Customer for non-payment of bill may be remitted, provided the Customer's previous accounts are paid in full and provided no delayed payment charge or forfeited discount has been remitted under this clause during the preceding 6 months.

6. UNDERGROUND SERVICE.

When a real estate developer desires an underground distribution system within the property which he is developing or when a Customer desires an underground service, the real estate developer or the Customer, as the case may be, shall pay the Company the difference between the anticipated cost of the underground facilities so requested and the cost of the overhead facilities which would ordinarily be installed in accordance with 807 KAR 5:041, Section 21, and the Company's underground service plan as filed with the Public Service Commission. Upon receipt of payment, the Company will install the underground facilities and will own, operate and maintain the same.

7. COMPANY'S LIABILITY.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an event of Force Majeure. Force Majeure consists of an event or circumstance which prevents Company from providing service, which event or circumstance was not anticipated, which is not in the reasonable control of, or the result of negligence of, the Company, and which, by the exercise of due diligence, Company is unable to overcome or avoid or causes to be avoided. Force Majeure events includes act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, or extraordinary repairs.

(Cont'd on Sheet 2-5)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

7. COMPANY'S LIABILITY (Cont'd)

Unless otherwise provided in a contract between Company and Customer, the point at which service is delivered by Company to Customer, to be known as "delivery point," shall be the point at which the Customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the Customer's use of their equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The Customer shall provide and maintain suitable protective devices on their equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus, which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

8. CUSTOMER'S LIABILITY.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the Customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the Customer.

Customers will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Company installed on the Customer's premises. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus, which shall be the property of the Company.

The Company shall have the right at all reasonable hours to enter the premises of the Customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the contract for any cause.

9. EXTENSION OF SERVICE.

The electric facilities of the Company shall be extended or expanded to supply electric service to all residential Customers and small commercial Customers which require single phase line where the installed transformer capacity does not exceed 25 KVA in accordance with 807 KAR 5:041, Section 11.

The electric facilities of the Company shall be extended or expanded to supply electric service to Customer's other than those named in the above paragraph when the estimated revenue is sufficient to justify the estimated cost of making such extensions or expansions as set forth below.

For service to be delivered to Commercial, Industrial, Mining and multiple housing project Customers up to and including estimated demands of 500 KW requiring new facilities, the Company will: (a) where the estimated revenue for one year exceeds the estimated installed cost of new local facilities required, provide such new facilities at no cost to the Customer; (b) where the estimated revenue for one year is less than the installed cost of new local facilities required, the Customer will be required to pay a contribution in aid of construction equal to the difference between the installed cost of the new facilities required to serve the load and the estimated revenue for one year; (c) if the Company has reason to question the financial stability of the Customer and/or the life of the operation is uncertain or temporary in nature, such as construction projects, oil and gas well drilling, sawmills and mining operations, the Customer shall pay a contribution in aid of construction, consisting of the estimated labor cost to install and remove the facilities required plus the cost of unsalvageable material, before the facilities are installed.

(Cont'd on Sheet No. 2-6)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

9. EXTENSION OF SERVICE (Cont'd)

For service to be delivered to Customers with demand levels higher than those specified above, the annual cost to serve the Customer's requirements shall be compared with the estimated revenue for one year to determine if a contribution in aid of construction, and/or a special minimum and/or other arrangement may be necessary. The annual cost to service shall be the sum of the following components:

1. The annual fixed costs of the generation, transmission and distribution facilities related to the Customer's requirements. These fixed costs will be calculated at 21.95% of the value to be based on the year-end embedded investment depreciated in all similar facilities of the Company.
2. The annual energy costs based on the latest available production costs related to the Customer's estimated annual energy use requirements.
3. The annual fixed costs of the new local facilities necessary to provide the service requested calculated at 21.95% of the installed cost of such facilities.

If the estimated revenue for one year is greater than the cost to serve as described herein, the Company may provide any new local facilities required at no cost to the Customer. If the estimated revenue for one year is less than the cost to serve as described herein, the Company will require the Customer to pay a contribution in aid of construction equal to the difference between the annual cost to serve as calculated and the estimated revenue for one year divided by 21.95%, but in no case to exceed the installed cost of the new facilities required. If, however, the annual cost to serve excluding the cost of new facilities paid for by the Customer, exceeds the estimated revenue for one year, the Company, will, in addition to a contribution in aid of construction, require a special minimum or other arrangement to compensate the Company for such deficiency in revenue.

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Except where service is rendered in accordance with 807 KAR 5:041, Section 11, as described herein, the Company may require the Customer to execute an Advance and Refund Agreement where the Company reasonably questions the longevity of the service or the estimated energy use and demand requirements provided by the Customer. Under the Advance and Refund Agreement, the Customer shall pay the Company the estimated total installed cost of the required new facilities which advance could be refunded over a five-year period under certain conditions. Over the five year period the Customer's electric bill would be credited each month up to the amount of 1/60th of the total amount advanced. Such credit shall be applied only to that portion of the Customer's bill, which exceeds a specified minimum. The specified minimum before refund shall be established as the greater of: (1) the minimum as described under the applicable tariff or (2) the amount representing 1/12th of the calculated annual cost to serve as described herein. In the event the Customer's monthly bill in any month does not exceed such minimum by an amount equal to 1/60th of the amount advanced, the difference between 1/60th of the amount advanced and the amount, if any, actually credited to the Customer's bill shall be designated as "accrued credit" and applied to future monthly bills over the balance of the 5 year period as credit where such monthly bills exceed the established minimum by more than 1/60th of the amount advanced.

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10. EXTENSION OF SERVICE TO MOBILE HOME.

The electrical facilities of the Company will be extended or expanded to supply electric service to mobile homes in accordance with 807 KAR 5:041, Section 12.

11. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT.

The Company shall have the right to construct its poles, lines and circuits on the property, and to place its transformers and other apparatus on the property or within the building of the Customer, at a point or points convenient for such purposes, as required to serve such Customer, and the Customer shall provide suitable space for the installation of necessary measuring instruments so that the latter may be protected from injury by the elements or through the negligence or deliberate acts of the Customer or of any employee of the same.

(Cont'd on Sheet No. 2-7)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

12. **BILLING FORM.**

Pursuant to 807 KAR 5:006, Section 6(3) copies of the billing forms used by the Company are shown on Sheet Nos. 2-11, 2-12 and 2-13.

13. **RATE SCHEDULE SELECTION.**

The Company will explain to the Customer, at the beginning of service or upon request the Company's rates available to the Customer. Company will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Company does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.

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Customer may change their initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made. In no case will the Company refund any monetary difference between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

14. **MONITORING USAGE.**

At least once annually the Company will monitor the usage of each customer according to the following procedure:

1. The Customer's monthly usage will be compared with the usage of the corresponding period of the previous year.
2. If the monthly usage for the two periods are substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all customers, no further review will be made.
3. If the monthly usage is not substantially the same and cannot be attributed to a readily identified common cause, the Company will compare the Customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.
4. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, the Company will contact the Customer to determine whether there have been changes that explain the increased or decreased usage.
5. Where the deviation is not otherwise explained, the Company will test the Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.
6. The Company will notify the customers of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading, billing processes, or customer inquiry.

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

15. USE OF ENERGY BY CUSTOMER

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided herein.

Upon the expiration of an electric service contract, if required by the terms of the tariff, the Customer may elect to renew the contract upon the same or another tariff published by the Company available to the Customer and applicable to the Customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment different from or in addition to that generally furnished to other Customers receiving electrical supply under the terms of the tariff elected by the Customer.

(T)

The service connections, transformers, meters and appliances supplied by the Company for each Customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The Customer shall install only motors, apparatus or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric energy must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, cross arms, structures or other facilities without the express written consent of the Company.

All apparatus used by the Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company. The Customer agrees to notify the Company of any increase or decrease in his connected load.

The Company will not supply service to Customers who have other sources of electrical energy supply except under tariffs, which specifically provide for same.

The Customer shall not be permitted to operate generating equipment in parallel with the Company's service except with express written consent of the Company.

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Resale of energy will be permitted only with express written consent by the Company.

16. RESIDENTIAL SERVICE.

Individual residences shall be served individually with single-phase service under the applicable residential service tariff. Customer may not take service for 2 or more separate residences through a single point of delivery under any tariff. Exclusions may be allowed pursuant to 807 KAR 5:046 (Prohibition of master metering).

The residential service tariff shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional or gainful purposes, which requires three phase service or which requires service to motors in excess of 10 HP each. Under these circumstances, Customer shall have the choice of: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential service tariff and the other uses as enumerated above are served through a separate meter or meters under the applicable general service tariff; or (2) taking the entire service under the applicable general service tariff.

Detached building or buildings, actually appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the Customer's residence wiring through the residence meter and under the applicable residential service tariff.

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

17. **DENIAL OR DISCONTINUANCE OF SERVICE.**

The Company reserves the right to refuse to serve any applicant for service or to discontinue to serve any Customer if the applicant or Customer is indebted to the Company for any service theretofore rendered at any location; provided however, the Customer shall be notified in writing in accordance with 807 KAR 5:006, Section 14, before disconnection of service.

The Company reserves the right to discontinue to serve any Customer for failure to provide and maintain adequate security for the payment of bills as requested by the Company, for failure to comply with these terms and conditions or to prevent fraud upon the Company.

Any discontinuance of service shall not terminate the contract for electric service between the Company and the Customer nor shall it abrogate any minimum charge, which may be effective.

18. **EMPLOYEES' DISCOUNT.**

Regular employees who have been in the Company's employ for 6 months or more may, at the discretion of the Company, receive a reduction in their residence electric bills for the premises occupied by the employee.

19. **SPECIAL CHARGES.**

A. **Reconnection and Disconnect Charges**

In cases where the Company has discontinued service as herein provided for, the Company reserves the right to assess a reconnection charge pursuant to 807 KAR 5:006, Section 8 (3)(b), payable in advance, in accordance with the following schedule. However, those Customers qualifying for Winter Hardship Reconnection under 807KAR5:006 Section 15 shall be exempt from the reconnect charges.

- 1. Reconnect for nonpayment during regular hours.....\$38.00 (I)
- 2. Reconnect for nonpayment when work continues into overtime
At the end of the day (No "Call Out" required).....\$42.00 (I)
- 3. Reconnect for nonpayment when a "Call Out" is required
(A "Call Out" is when an employee must be called in to work
on an overtime basis to make the reconnect trip).....\$76.00 (I)
- 4. Reconnect for nonpayment when double time is required
(Sunday and Holiday)..... \$100.00 (I)
- 5. Termination or field trip..... \$ 23.00 (I)

The reconnection charge for all Customers where service has been disconnected for fraudulent use of electricity will be the actual cost of the reconnection.

(Cont'd on Sheet No. 2-10)

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

19. SPECIAL CHARGES (Cont'd).

B. Returned Check Charge

In cases where a customer pays by check, which is later returned as unpaid by the bank for any reason, the Customer will be charge a fee of \$7.00 to cover the handling costs.

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C. Meter Test Charge

Where test of a meter is made upon written request of the Customer pursuant to 807 KAR 5:006, Section 18, the Customer will be charged \$69.00 if such tests shows that the meter was not more than two percent (2%) fast.

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D. Work Performed on Company's Facilities at Customer's Request

Whenever, at the request and for the benefit of the Customer, work is performed on the Company's facilities, including the relocation, or replacement of the Company's facilities, the Customer shall pay to the Company in advance of the Company undertaking the work the estimated total cost of such work. This cost shall be itemized by major categories and shall include the Company's overheads and shall be credited with the net value of any salvageable material. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the Customer.

Reasonable notice of not less than three working days shall be given to the Company for all requested work except for the covering of the Company's lines. Notice of any request for the Company to cover its lines shall be given at least two days in advance. The Company will endeavor to comply with all timely requests, but work may be delayed because of demands on the Company's personnel and equipment.

If the cost, as calculated above, is \$500 or less for covering the Company's distribution facilities no charge will be imposed. All costs in excess of \$500 for covering the Company's distribution facilities, shall be paid by the Customer, in advance of the Company undertaking the work. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the customer.

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Issued by authority of an Order of the Public Service Commission in Case No. 2005-_____ dated _____

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Residential and Small Commercial Bill Form

AEP KENTUCKY POWER
A unit of American Electric Power

Send Inquiries To:
PO BOX 24401
CANTON, OH 44701-4401
039-999-999-9-9 CYC 19

Total Amount Due: XXXXX
Due Date June 10; Add \$X.XX After June 24

Amount Enclosed:

Make Check Payable and Send To:
039-999-999-9-9 CYC 19
KENTUCKY POWER COMPANY
P.O. BOX 24417
CANTON OHIO 44701-4417

KPCO Consumer
123 ANY ADDRESS
AEP CITY, KY 99999-9999

0000064900000649000000000039999999922021403018103805

Please tear on dotted line and return top portion with your payment

Questions About Bill or Service Call
1-800-572-1113
Pay by Phone 1-877-386-6280

Account Number
039-999-999-9-9

Bill Date: 05/25/05

PREVIOUS CHARGES	Account Balance	Amount Due
Total Amount Due at Last Billing	\$ XXX.XX	
Payment 05/05/05 - Thank You	XXX.XX CR	
Previous Balance	\$ XXX.XX	\$ XXX.XX

CURRENT KPCO CHARGES (1-800-572-1113):
05/25/05 Tariff 015 - RESIDENTIAL SERVICE

Rate Billing	\$ XX.XX	
Fuel Adj @ 0.0XXXXXX Per KWH	X.XX	
DSM Adj @ 0.0XXXXXX Per KWH	XX.XX	
Net Merger Cr @ 0.0XXXXXX Per KWH	X.XX	
State Issues Settlement @ 0.0XXXXXX Per KWH	X.XX	
Environmental Adj X.XXXXXXX%	X.XX	
School Tax	X.XX	
Current Electric Due	\$ XXX.XX	\$ XXX.XX

Total Amount Due: XXXXX
Due Date June 10; Add \$X.XX After June 24

Average energy cost per KWH = \$X.XX

USAGE:

Meter Number	Service Period		Prev	Meter Reading			Multiplier	Metered Usage
	From	To		CD	Pres	CD		
99999999	4/26/2005	5/25/2005	76755	A	77501	A	1.0000	746 KWH

CD - Read Code: A= Actual Reading 29 Billing Days Next Reading Date 06/24/05

KPCO MESSAGES:
You may view detail rate information online at <http://www.aepcustomer.com/tariffs/default.htm>.
Visit us at www.KentuckyPower.com

AEP KENTUCKY POWER
A unit of American Electric Power

Rates Available on Request See other side for

(Cont'd on Sheet No. 2-12)



DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 1

 <p>KENTUCKY POWER A unit of American Electric Power</p> <p>Send Inquiries To: PO BOX 24401 CANTON, OH 44701-4401 039-999-999-9-9 CYC 01</p> <p>KPCO Consumer 123 ANY ADDRESS AEP CITY, KY 99999-9999</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Total Amount Due</td> <td>\$ XXXX.XX</td> </tr> <tr> <td>Due Date June 16, Add \$XXX.XX After This Date</td> <td></td> </tr> </table> <p>Amount Enclosed <input style="width: 50px;" type="text"/></p> <p>Make Check Payable and Send To: 039-999-999-9-9 CYC 01 KENTUCKY POWER COMPANY P.O. BOX 24417 CANTON OHIO 44701-4417</p>	Total Amount Due	\$ XXXX.XX	Due Date June 16, Add \$XXX.XX After This Date																																							
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(Cont'd on Sheet No. 2-13)


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TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 2



AEP KENTUCKY POWER
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Send Inquiries To:
PO BOX 24401
CANTON, OH 44701-4401
039-999-999-9-9 CTC 01

Questions About Bill
For Service, Call
1-800-572-1113
Pay by Phone
1-877-306-9280

Account Number
039-999-999-9-9


Bill Date: 05/31/05
Page 2 of 2

Please return the payment stub on Page 1 with your payment.

ADJUSTED USAGE				
Metered Usage	Power Factor	Constant	Comp Meter Multiplier	Billing Usage
				XXXXX KWH
				XXX.XX KW
				XXXXX KVARH
Contract Capacity =		XXX.X	High Prev Demand =	
				On-Pk Off-Pk

KPCO MESSAGES:
You may view detail rate information online at <http://www.aepcustomer.com/tariffs/default.htm>.

Visit us at www.KentuckyPower.com



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CAPACITY AND ENERGY CONTROL PROGRAM

The Company's Capacity and Energy Control Program consists of:

- I. Procedures During Abnormal System Frequency
- II. Capacity Deficiency Program
- III. Energy Emergency Control Program

A copy of the Company's Emergency Operating Plan was filed with the Kentucky Public Service Commission on October 22, 2004 in Administrative Case No. 353 in compliance with the Commission's Order dated January 20, 1995.

I. PROCEDURES DURING ABNORMAL SYSTEM FREQUENCY

A. INTRODUCTION

Precautionary procedures are required to meet emergency conditions such as system separation and operation at subnormal frequency. In addition, the coordination of these emergency procedures with neighboring companies is essential. The AEP program, which is in accordance with ECAR Document 3, is noted below.

B. PROCEDURES AEP/PJM

- 1. From 59.8 – 60.2 Hz to the extent practicable utilize all operating and emergency reserves. The manner of utilization of these reserves will depend greatly on the behavior of the System during the emergency. For rapid frequency decline, only that capacity on-line and automatically responsive to frequency (spinning reserve), and such items as interconnection assistance and load reductions by automatic means are of assistance in arresting the decline in frequency.

If the frequency decline is gradual, the Generation/Production Optimization Group, particularly in the deficient area, should invoke non-automatic procedures involving operating and emergency reserves. These efforts should continue until the frequency decline is arrested or until automatic load-shedding devices operate at subnormal frequencies.

- 2. At 59.75 Hz
 - a. Suspend Automatic Generation Control (AGC)
 - b. Notify Interruptible Customers to drop load
- 3. At 59.5 Hz automatically shed 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 4. At 59.4 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 5. At 59.3 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 6. At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 7. At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 8. At 58.9 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
- 9. At 58.2 Hz automatically trip the D.C. Cook Nuclear Units 1 and 2.
- 10. At 58.0 Hz or at generator minimum turbine off-frequency value, isolate generating unit without time delay.

If at any time in the above procedure the decline in area frequency is arrested below 59.0 Hz, that part of the System in the low frequency area should shed an additional 10% of its initial load. If, after five minutes, this action has not returned the area frequency to 59.0 Hz or above, that part of the System shall shed an additional 10% of its remaining load and continue to repeat in five-minute intervals until 59.0 Hz is reached. These steps must be completed within the time constraints imposed upon the operation of generating units.

(Cont'd on Sheet No. 3-2)

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CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

II. CAPACITY DEFICIENCY PROGRAM

A. PURPOSE

To provide a plan for full utilization of emergency capacity resources and for orderly reduction in the aggregate customer demand on the American Electric Power AEP East/PJM System in the event of a capacity deficiency.

(T)

B. CRITERIA

The goals of AEP are to safely and reliably operate the interconnected network in order to avoid widespread system outages as a consequence of a major disturbance. Precautionary procedures including maintaining Daily Operating Reserves, as specified in ECAR document 2 and PJM Manual M13, will assist in avoiding serious emergency conditions such as system separation and operation at abnormal frequency. However, adequate Daily Operating Reserves cannot always be maintained, so the use of additional emergency measures may be required. A Capacity Deficiency is a shortage of generation versus load and can be caused by generating unit outages and/or extreme internal load requirements.

(T)

C. AEP EAST/PJM PROCEDURES

(note: the following section contains excerpts from PJM Manual - M13)

(T)

OVERVIEW

PJM is responsible for determining and declaring that an Emergency is expected to exist, exists, or has ceased to exist in any part of the PJM RTO or in any other Control Area that is interconnected directly or indirectly with the PJM RTO. PJM directs the operations of the PJM Members as necessary to manage, allocate, or alleviate an emergency.

- *PJM RTO Reserve Deficiencies* — If PJM determines that PJM-scheduled resources available for an Operating Day in combination with Capacity Resources operating on a self-scheduled basis are not sufficient to maintain appropriate reserve levels for the PJM RTO, PJM performs the following actions:
- Recalls energy from Capacity Resources that otherwise deliver to loads outside the Control Area and dispatches that energy to serve load in the Control Area.
- Purchases capacity or energy from resources outside the Control Area. PJM uses its best efforts to purchase capacity or energy at the lowest prices available at the time such capacity or energy is needed. The price of any such capacity or energy is not considered in determining Locational Marginal Prices in the PJM Energy Market. The cost of capacity or energy is allocated among the Market Buyers as described in the PJM Manual for Operating Agreement Accounting (M-28)

The AEP System Control Center will be referred to as SCC and the AEP Production Optimization Group will be referred to as POG.

CAPACITY SHORTAGES

PJM is responsible for monitoring the operation of the PJM RTO, for declaring the existence of an Emergency, and for directing the operations of the PJM Member as necessary to manage, alleviate, or end an Emergency. PJM also is responsible for transferring energy on the PJM Members behalf to meet an Emergency. PJM is also responsible for agreements with other Control Areas interconnected with the PJM RTO for the mutual provision of service to meet an Emergency.

Exhibit 1 illustrates that there are three general levels of emergency actions for capacity shortages:

- alerts
- warnings
- actions

ALERTS

The intent of the alerts is to keep all affected system personnel aware of the forecast and/or actual status of the PJM RTO. All alerts and cancellation thereof are broadcast on the "ALL-CALL" system and posted to selected PJM web sites to assure that all members receive the same information.

Alerts are issued in advance of a scheduled load period to allow sufficient time for members to prepare for anticipated initial capacity shortages.

(Cont'd on Sheet 3-3)

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CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

AEP East/PJM Procedures (cont'd)

Alerts(Cont'd)

Maximum Emergency Generation Alert

The purpose of the Maximum Emergency Generation Alert is to provide an early alert that system conditions may require the use of the PJM emergency procedures. It is implemented when Maximum Emergency Generation is called into the operating capacity.

Primary Reserve Alert

The purpose of the Primary Reserve Alert is to alert members of the anticipated shortage of operating reserve capacity for a future critical period. It is implemented when estimated operating reserve capacity is less than the forecast primary reserve requirement.

Voltage Reduction Alert

The purpose of the Voltage Reduction Alert is to alert members that a voltage reduction may be required during a future critical period. It is implemented when the estimated operating reserve capacity is less than the forecast spinning reserve requirement.

Voluntary Customer Load Curtailment Alert

The purpose of the Voluntary Customer Load Curtailment Alert is to alert members of the probable future need to implement a voluntary customer load curtailment. It is implemented whenever the estimated operating reserve capacity indicates a probable future need for voluntary customer load curtailment.

Warnings

Warnings are issued during present operations to inform members of actual capacity shortages or contingencies that may jeopardize the reliable operation of the PJM RTO. The intent of warnings is to keep all affected system personnel aware of the forecast and/or actual status of the PJM RTO. All warnings and cancellations are broadcasted on the "ALL-CALL" system and posted to selected PJM web sites to assure that all members receive the same information.

Primary Reserve Warning

The purpose of the Primary Reserve Warning is to warn members that the available primary reserve is less than required and present operations are becoming critical. It is implemented when available primary reserve capacity is less than the primary reserve requirement, but greater than the spinning reserve requirement, after all available secondary reserve capacity (except restricted maximum emergency capacity) is brought to a primary reserve status and emergency operating capacity is scheduled from adjacent systems.

Voltage Reduction Warning & Reduction of Non-Critical Plant Load

The purpose of the Voltage Reduction Warning & Reduction of Non-Critical Plant Load is to warn members that the available spinning reserve is less than the Spinning Reserve Requirement and that present operations have deteriorated such that a voltage reduction may be required. It is implemented when the available spinning reserve capacity is less than the spinning reserve requirement, after all available secondary and primary reserve capacity (except restricted maximum emergency capacity) is brought to a spinning reserve status and emergency operating capacity is scheduled from adjacent systems.

Manual Load Dump Warning

The purpose of the Manual Load Dump Warning is to warn members of the increasingly critical condition of present operations that may require manually dumping load. It is issued when available primary reserve capacity is less than the largest operating generator or the loss of a transmission facility jeopardizes reliable operations after all other possible measures are taken to increase reserve. The amount of load and the location of areas(s) are specified.

Actions

The PJM RTO is normally loaded according to bid prices; however, during periods of reserve deficiencies, other measures must be taken to maintain system reliability. These measures involve:

- Loading generation that is restricted for reasons other than cost
- Recalling non-capacity backed off-system sales
- Purchasing emergency energy from participants / surrounding pools
- Load relief measures

(Cont'd on Sheet No. 3-4)

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CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)				
		Communications	Description	
Alert	Maximum Emergency Generation	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC/POG review scheduled or actual maintenance affecting capacity or critical transmission to determine if it can be deferred or cancelled	EEA 1
	Primary Reserve	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	(Same as above)	
	Voltage Reduction	PJM-SCC via All-Call SCC-TDC	SCC/TDC to identify stations for Voltage Reduction	
	Voluntary Customer Load Curtailment	PJM-POG via All-Call PJM-SCC via All-Call	Not Applicable	
Warning	Primary Reserve	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC/POG ensure that all deferrable maintenance or testing affecting capacity or critical transmission is halted.	
	Voltage Reduction & Reduction of Non-Critical Plant Load	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC to inform TDC to man Voltage Reduction Stations & prepare for Voltage Reduction	POG to reduce plant load. (See Table III-4)
	Manual Load Dump	PJM-SCC via All-Call SCC- POG-Environmental Services SCC-TDC-DDC	Lifting of Environmental Restrictions (See Table III-5)	Manual & Automatic Load Shedding
		Make preparations for a Public Appeal if one becomes necessary.	<ul style="list-style-type: none"> a. Obtain permission to exceed opacity limits b. Obtain permission to exceed heat input limits c. Obtain permission to exceed river temperature limits 	SCC/TDC will review local computer procedures and man manual load shedding stations
Action	Maximum Emergency Generation	PJM-POG via All-Call PJM-SCC via All-Call	Supplemental Oil & Gas Firing; Operate Generator Peakers; Emergency Hydro; Extra Load Capability	See Table III-3
	Load Management Curtailment (ALM)	PJM-SCC via All-Call SCC - POG	Step 3 - 1267 Mws - 1 hr, 249 Mws - 2 hr	EEA 2 (DOE Report)
	Load Reduction Program	PJM-SCC via All-Call	Not Applicable	
	Voltage Reduction	PJM-SCC via All-Call SCC -TDC & SCC - POG	Initiate Voltage Reduction - AEP/PJM - 64 Mws	
	Curtailment of Non-Essential Building Load	PJM-POG via All-Call PJM-SCC via All-Call SCC- Building Services	Initiate curtailment of AEP building load - 4.4 Mws	Issued approx. same time as Voltage Reduction
	Voluntary Customer Load Curtailment	PJM-POG via All-Call PJM-SCC via All-Call	Not Applicable	EEA 3 (DOE Report)
	Public Appeal (may be issued at any stage of the Action items)	SCC - Corporate Communications	a. Radio and TV alert to general public	2% of AEP Internal Load
		SCC - Customer Services SCC - POG	b. Call to Industrial and Commercial Customers	1276 Mws - 1 hr + 320 Mws - 2 hr
		SCC - TDC	c. Municipal and REMC Customers	7% of Cust. Load
	Manual Load Dump	PJM-SCC via All-Call SCC-POG-Environmental Services SCC-TDC-DDC	PJM Allocation based on deficient zones	
		a. Lift Environmental Restrictions on units	(regains curtailed generation)	
		b. Selected distribution customers (manual load curtailment)	Execute MLD	

(Cont'd on Sheet 3-7)

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CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

Energy Emergency Alert Levels (reference NERC Appendix 5C)

1. Alert 1 - All available resources in use.

Circumstances:

- Control Area, Reserve Sharing Group, or Load Serving Entity foresees or is experiencing conditions where all available resources are committed to meet firm load, firm transactions, and reserve commitments, and is concerned about sustaining its required Operating Reserves, and
- Non-firm wholesale energy sales (other than those that are recallable to meet reserve requirements) have been curtailed.

2. Alert 2 - Load management procedures in effect.

Circumstances:

- Control Area, Reserve Sharing Group, or Load Serving Entity is no longer able to provide its customers' expected energy requirements, and is designated an Energy Deficient Entity.
- Energy Deficient Entity foresees or has implemented procedures up to, but excluding, interruption of firm load commitments. When time permits, these procedures may include, but are not limited to:
 - Voltage reduction
 - Public appeals to reduce demand
 - Interruption of non-firm end use loads in accordance with applicable contracts, for emergency, not economic reasons
 - Demand-side management
 - Utility load conservation measures

- During Alert 2, The Reliability Coordinators, Control Areas, and Energy Deficient Entities have the following responsibilities:

- 2.1 Notifying other Control Areas and Market Participants.
- 2.2 Declaration Period. The Energy Deficient Entity shall update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 2 is terminated.
- 2.3 Share information on resource availability.
- 2.4 Evaluating and mitigating transmission limitations.
 - 2.4.1 Notification of ATC adjustments.
 - 2.4.2 Availability of generation redispatch options.
 - 2.4.3 Evaluating impact of current Transmission Loading Relief events.
 - 2.4.4 Initiating inquiries on reevaluating Operating Security Limits.
- 2.5 Coordination of emergency responses. The Reliability Coordinator shall communicate and coordinate the implementation of emergency operating responses.
- 2.6 Energy Deficient Entity actions. Before declaring an Alert 3, the Energy Deficient Entity must make use of available resources. This includes but is not limited to:
 - 2.6.1 All available generation units are on line. All generation capable of being on line in the time frame of the emergency is on line including quick-start and peaking units, regardless of cost.
 - 2.6.2 Purchases made regardless of cost. All firm and non-firm purchases have been made, regardless of cost.

(Cont'd on Sheet No. 3-8)

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ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order at the Public Service Commission in Case No. 2005- dated _____

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

Energy Emergency Alert Levels (reference NERC Appendix 5C) (Cont'd)

(T)

2.6.3 Non-firm sales recalled and contractually interruptible loads and DSM curtailed. All non-firm sales have been recalled, contractually interruptible retail loads curtailed, and Demand-side Management activated within provisions of the agreements.

2.6.4 Operating Reserves. Operating reserves are being utilized such that the Energy Deficient Entity is carrying reserves below the required minimum or has initiated emergency assistance through its operating reserve sharing program.

3. Alert 3 - Firm load interruption imminent or in progress.

Circumstances:

- Control Area or Load Serving Entity foresees or has implemented firm load obligation interruption. The available energy to the Energy Deficient Entity, as determined from Alert 2, is only accessible with actions taken to increase transmission transfer capabilities.

3.1 Continue actions from Alert 2.

3.2 Declaration Period. The Energy Deficient Entity shall update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 3 is terminated.

3.3 Use of Transmission short-time limits.

3.4 Reevaluating and revising Operating Security Limits.

3.4.1 Energy Deficient Entity obligations. The deficient Control Area or Load Serving Entity must agree that, upon notification from its Reliability Coordinator of the situation, it will immediately take whatever actions are necessary to mitigate any undue risk to the Interconnection. These actions may include load shedding.

3.4.2 Mitigation of cascading failures. The Reliability Coordinator shall use his best efforts to ensure that revising Operating Security Limits would not result in any cascading failures within the Interconnection.

3.5 Returning to pre-emergency Operating Security Limits. Whenever energy is made available to an Energy Deficient Entity such that the transmission systems can be returned to their pre-emergency Operating Security Limits, the Energy Deficient Entity shall notify its respective Reliability Coordinator and downgrade the Alert.

3.5.1 Notification of other parties.

3.6 Reporting. Any time an Alert 3 is declared, the Energy Deficient Entity shall complete the report listed in NERC Appendix 9B, Section C and submit this report to its respective Reliability Coordinator within two business days of downgrading or termination of the Alert. Upon receiving the report, the Reliability Coordinator shall review it for completeness and immediately forward it to the NERC staff for posting on the NERC web site. The Reliability Coordinator shall present this report to the Reliability Coordinator Working Group at its next scheduled meeting.

4. Alert 0 - Termination. When the Energy Deficient Entity believes it will be able to supply its customers' energy requirements, it shall request of his Reliability Coordinator that the EEA be terminated.

4.1 Notification.

(T)

(Cont'd on Sheet 3-9)

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CAPACITY AND ENERGY CONTROL PROGRAM

III. ENERGY EMERGENCY CONTROL PROGRAM

A. INTRODUCTION

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a fuel shortage, such as might result from a general strike, or severe weather. (T)

B. PROCEDURES

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

A. To be initiated when system fuel supplies are decreased to 70% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

- 1. Optimize the use of non-coal-fired generation to the extent possible.
- 2. For individual plants under 50% of minimum target days' supply, review the prudence of modifying economic dispatching procedures to conserve coal. (T)
- 3. If necessary discontinue all economy sales to neighboring utilities.
- 4. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.

B. To be initiated when system fuel supplies are decreased to 60% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

- 1. Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
- 2. Discontinue all economy and short-term sales to neighboring utilities.
- 3. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
- 4. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
- 5. Purchase energy from neighboring systems to the extent practicable.
- 6. Purchase energy from industrial customers with generation facilities to the extent practicable.
- 7. Through the use of news media and direct consumer contact, appeal to all customers (retail as well as wholesale) to reduce their nonessential use of electric energy as much as possible, in any case by at least 25%.
- 8. Reduce voltage around the clock to the extent feasible.
- 9. The Company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.

(Cont'd on Sheet No. 3-10)

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CAPACITY AND ENERGY CONTROL PROGRAM(Cont'd)

III. ENERGY EMERGENCY CONTROL PROGRAM(Cont'd)

B. PROCEDURES (Cont'd)

C. To be initiated -- in the order indicated below -- when system fuel supplies are decreased to 50% of target days' operation of coal-fired plants and a continued downward trend in coal stocks is anticipated: (T)

- 1. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
- 2. Request all customers, retail as well as wholesale, to reduce their nonessential use of electric energy by 100%.
- 3. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air-conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying and any other loads that can be curtailed.
- 4. All customers will be advised of the mandatory program specified below in D.

D. To be initiated when system fuel supplies are decreased to 40% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

- 1. Implement procedures for curtailment of service to all customers to a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities. (T)
- 2. All customers will be advised of the mandatory program specified below in E.

E. To be initiated when system fuel supplies are decreased to 30% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing -- to the extent practicable -- interruption to facilities that are essential to the public health and safety. (T)

F. The Energy Emergency Control Program will be terminated when:

- 1. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
- 2. Coal deliveries have been resumed, and
- 3. There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

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STANDARD NOMINAL VOLTAGES

The voltage available to any individual customer shall depend upon the voltage of the Company's lines serving the area in which customer is provided service.

Electric service provided under the Company's rate schedules will be 60 hertz alternating current delivered from various load centers at nominal voltages and phases as available in a given location as follows:

SECONDARY DISTRIBUTION VOLTAGES**Residential Service**

Single phase 120/240 volts three wire or 120/208 volts three wire on network system.

General Service - All Except Residential

Single-phase 120/240 volts three wire or 120/208 volts three wire on network system. Three-phase 120/208 volts four wire on network system, 120/240 volts four wire, 240 volts three wire, 480 volts three wire and 277/480 volts four wire.

PRIMARY DISTRIBUTION VOLTAGES

The Company's primary distribution voltage levels at load centers are 2,400; 4,160Y; 7,200; 12,470Y, 19,900 and 34,500

(T)

SUBTRANSMISSION LINE VOLTAGES

The Company's sub transmission voltage levels are 19,900; 34,500; 46,000; and 69,000.

TRANSMISSION LINE VOLTAGES

The Company's transmission voltage levels are 138,000; 161,000; 345,000; and 765,000.

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FUEL ADJUSTMENT CLAUSE**APPLICABLE.**

To Tariffs R.S., R.S.-L.M.-T.O.D. R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. The fuel clause shall provide for periodic adjustment per kwh of sales equal to the difference between the fuel costs per kwh of sales in the base period and in the current period according to the following formula:

$$\text{Adjustment Factor} = \frac{F(m) - F(b)}{S(m) - S(b)}$$

Where F is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods, all as defined below:

2. F(b)/S(b) shall be so determined that on the effective date of the Commission's approval of the utility's application of the formula, the resultant adjustment will be equal to zero (0).
3. Fuel costs (F) shall be the most recent actual monthly cost of:
- Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of the fuel related substitute generation, plus
 - The actual identifiable fossil and nuclear fuel costs (if not known--the month used to calculate fuel (F), shall be deemed to be the same as the actual unit cost of the Company generation in the month said calculations are made. When actual costs become known, the difference, if any, between fuel costs (F) as calculated using such actual unit costs and the fuel costs (F) used in that month shall be accounted for in the current month's calculation of fuel costs (F) associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the Company to substitute for its own higher cost energy; and less
 - The cost of fossil fuel recovered through intersystem sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - All fuel costs shall be based on weighted average inventory costing.
4. Forced outages are all nonscheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacturer, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel costs of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel costs (F) in subsection (3)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.

(Cont'd on Sheet No. 5-2)

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FUEL ADJUSTMENT CLAUSE (Cont'd)

5. Sales (S) shall be all kwh's sold, excluding intersystem sales. Where, for any reason billed system sales cannot be coordinated with the fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) intersystem sales referred to in subsection (3)(d) above, less (vi) total system loss. Utility used energy shall not be excluded in the determination of sales (S).
6. The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts or Public Utilities and Licensees.
7. At the time the fuel clause is initially filed, the utility shall submit copies of each fossil fuel purchase contract not otherwise on file with the Commission and all other agreements, options or similar such documents, and all amendments and modifications thereof related to the procurement of fuel supply and purchased power. Incorporation by reference is permissible. Any changes in the documents, including price escalations, or any new agreements entered into after the initial submission, shall be submitted at the time they are entered into. Where fuel is purchased from utility-owned or controlled sources, or the contract contains a price escalation clause, those facts shall be noted and the utility shall explain and justify them in writing. Fuel charges, which are unreasonable, shall be disallowed and may result in the suspension of the fuel adjustment clause. The Commission on its own motion may investigate any aspect of fuel purchasing activities covered by this regulation.
8. Any tariff filing which contains a fuel clause shall conform that clause with this regulation within three (3) months of the effective date of this regulation. The tariff filing shall contain a description of the fuel clause with detailed cost support.
9. The monthly fuel adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.
10. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS61.870 to 61.884.
11. At six (6) month intervals, the Commission will conduct public hearings on a utility's past fuel adjustments. The Commission will order a utility to charge off and amortize, by means of a temporary decrease of rates, any adjustment it finds unjustified due to improper calculation or application of the charges or improper fuel procurement practice.
12. Every two (2) years following the initial effective date of each utility fuel clause, the Commission in a public hearing will review and evaluate past operations of the clause, disallow improper expenses, and to the extent appropriate, reestablish the fuel clause charge in accordance with Subsection 2.
13. Resulting cost per kilowatt-hour in September 2004 to be used as the base cost in Standard Fuel Adjustment Clause is:

Fuel September 2004 = \$ 8,703,098 = \$0.01651/KWH
Sales September 2004 527,226,000

This, as used in the Fuel Adjustment Clause, is 1.651 cents per kilowatt-hour.

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**TARIFF R.S.
(Residential Service)**

AVAILABILITY OF SERVICE.

Available for full domestic electric service through 1 meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits.

RATE. (Tariff Codes 015, 017, 022)

Service Charge.....	\$5.50 per month	(I)
Energy Charge:		
First 500 KWH per month	7.259¢ per KWH	(I)
All Over 500 KWH per month.....	6.494¢ per KWH	(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of the Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

(Cont'd. On Sheet 6-2)

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**TARIFF R.S. (Cont'd)
(Residential Service)**

STORAGE WATER HEATING PROVISION.

This provision is withdrawn except for the present installations of current customers receiving service hereunder at premises served prior to April 1, 1997.

If the customer installs a Company approved storage water heating system which consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

Tariff Code

- 012 (a) For Minimum Capacity of 80 gallons, the last 300 KWH of use in any month shall be billed at 2.701¢ per KWH. (I)
- 013 (b) For Minimum Capacity of 100 gallons, the last 400 KWH of use in any month shall be billed at 2.701¢ per KWH. (I)
- 014 (c) For Minimum Capacity of 120 gallons or greater, the last 500 KWH of use in any month shall be billed at 2.701¢ per KWH. (I)

These provisions, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For purpose of this provision, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00PM to 7:00AM for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the storage water heating system and devices which qualify the residence for service under the storage water heater provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgment the availability conditions of this provision are being violated, it may discontinue billing the Customer under this provision and commence billing under the standard monthly rate. (T)

This provision is subject to the Service Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Clause, the Environmental Surcharge, the Net Merger Savings Credit, and the State Issues Stipulation Charge factors as stated in the above monthly rate. (T)

LOAD MANAGEMENT WATER-HEATING PROVISION. (Tariff Code 011)

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 KWH of use in any month shall be billed at 2.701¢ per KWH. (I)

This provision, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the Customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Clause, the Environmental Surcharge, the Net Merger Savings Credit, and the State Issues Stipulation Charge factors as stated in the above monthly rate. (T)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This service is available to rural domestic customers engaged principally in agricultural pursuits where service is taken through one meter for residential purposes as well as for the usual farm uses outside the home, but it is not extended to operations of a commercial nature or operations such as processing, preparing or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

(Cont'd. On Sheet 6-3)

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TARIFF R.S.(Cont'd)
(Residential Service)

SPECIAL TERMS AND CONDITIONS. (Cont'd)

This tariff is available for single-phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, another applicable tariff will apply to such service.

The Company shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly, the minimum charge and the quantity of KWH in each block of the rates shall be multiplied by two.

Pursuant to 807 KAR 5:041, Section 11, paragraph (5), of Public Service Commission Regulations, the Company will make an extension of 1,000 feet or less to its existing distribution line without charge for a prospective permanent residential customer served under this R.S. Tariff.

(T)

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement.

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TARIFF R.S. - L.M. - T.O.D.
(Residential Service Load Management Time-of-Day)

AVAILABILITY OF SERVICE.

Available to customers eligible for Tariff R.S. (Residential Service) who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

RATE. (Tariff Codes 028, 029, 030, 031, 032, 033, 034, 035)

Service Charge.....\$ 8.00 per month

(I)

Energy Charge:

All KWH used during on-peak billing period..... 11.764¢ per KWH

(I)

All KWH used during off-peak billing period..... 2.701¢ per KWH

(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

CONSERVATION AND LOAD MANAGEMENT CREDIT.

For the combination of an approved electric thermal storage space heating system and water heater, both of which are designed to consume electrical energy only between the hours of 9:00P.M. and 7:00A.M. for all days of the week, each residence will be credited 0.745¢ per KWH for all energy used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

(Cont'd On Sheet No. 6-5)

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TARIFF R.S.-L.M.-T.O.D. (Cont'd)
(Residential Service Load Management Time-of-Day)

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

SEPARATE METERING PROVISION.

Customers who use electric thermal storage space heating and water heaters which consume energy only during off-peak hours specified by the Company, or other automatically controlled load management devices such as space and/or water heating equipment that use energy only during off-peak hours specified by the Company, shall have the option of having these approved load management devices separately metered. The service charge for the separate meter shall be \$3.00 per month.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds, that in its sole judgment, the availability conditions of this tariff are being violated, it may discontinue billing the Customer under this tariff and commence billing under the appropriate Residential Service Tariff.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

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**TARIFF R.S. - T.O.D.
(Residential Service Time-of-Day)**

AVAILABILITY OF SERVICE.

Available for residential electric service through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customers engaged principally in agricultural pursuits. Availability is limited to the first 1,000 customers applying for service under this tariff.

RATE. (Tariff Codes 036 and 037)

Service Charge.....\$ 8.00 per month

(I)

Energy Charge:

All KWH used during on-peak billing period..... 11.764¢ per KWH

(I)

All KWH used during off-peak billing period..... 2.701¢ per KWH

(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bill computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

(T)

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

(T)

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

(Cont'd on Sheet No. 6-7)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No.2005- dated

TARIFF R.S. - T.O.D. (Cont'd)
(Residential Service Time-of-Day)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-0000 dated

**TARIFF S.G.S.
(Small General Service)**

AVAILABILITY OF SERVICE.

Available for general service to customers with average monthly demands less than 10 KW and maximum monthly demands of less than 15 KW (excluding the demand served by the Load Management Time-of-Day provisions).

(T)

RATE. (Tariff Code 211, 212)

Service Charge.....	\$ 11.50 per month
Energy Charge:	
First 500 KWH per month.....	8.761¢ per KWH
All Over 500 KWH per month.....	4.984¢ per KWH

(I)

(I)

(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rate set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(Cont'd. On Sheet 7-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY <u>E.K. WAGNER</u>	<u>DIRECTOR OF REGULATORY SERVICES</u>	<u>FRANKFORT KENTUCKY</u>
NAME	TITLE	ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF S.G.S. (Cont'd.)
(Small General Service)**

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE. (Tariff Code 225, 226)

Service Charge.....\$15.10 per month

Energy Charge:

All KWH used during on-peak billing period..... 12.295¢ per KWH

All KWH used during off-peak billing period 2.701¢ per KWH

(I)

(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

The Company shall have the right to require contracts for periods of one year or longer.

OPTIONAL UNMETERED SERVICE PROVISION.

Available to customers who qualify for Tariff SGS and use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one Customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The Customer shall furnish switching equipment satisfactory to the Company. The Customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected or the earliest date allowed by Kentucky statute whichever is applicable.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following rates:

RATE. (Tariff Code 204 (Mtrd), 213 (Umr))

Customer Charge.....\$7.50 per month

Energy Charge:

First 500 KWH per month..... 8.761¢ per KWH

All Over 500 KWH per month..... 4.984¢ per KWH

(I)

(I)

(I)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customer with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF M.G.S.
 (Medium General Service)**

AVAILABILITY OF SERVICE.

Available for general service to customers with average monthly demands greater than 10 KW or maximum monthly demands greater than 15 KW, but not more than 100 KW (excluding the demand served by the Load Management Time-of-Day provision). (T)

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE.

	<u>Secondary</u>	<u>Service Voltage Primary</u>	<u>Subtransmission</u>	
Tariff Code	215, 216, 218	217, 220	236	
Service Charge per Month	\$13.50	\$21.00	\$153.00	(I)
Demand Charge per KW	\$1.38	\$1.34	\$1.32	(I)
Energy Charge:				
KWH equal to 200 times KW of monthly billing demand	6.951¢	6.284¢	5.714¢	(I)
KWH in excess of 200 times KW of monthly billing demand	5.792¢	5.496¢	5.292¢	(I)

RECREATIONAL LIGHTING SERVICE PROVISION.

Available for service to customers with demands of 5 KW or greater and who own and maintain outdoor lighting facilities and associated equipment utilized at baseball diamonds, football stadiums, parks and other similar recreational areas. This service is available only during the hours between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system. All Terms and Conditions of Service applicable to Tariff M.G.S. customers will also apply to recreational customers except for the Availability of Service.

RATE. (Tariff Code 214)

Service Charge	\$13.50 per month	(I)
Energy Charge	6.520¢ per KWH	(I)

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the sum of the service charge plus the demand charge multiplied by 6 KW for the demand portion (6 KW and above) of the rate. (T)

The minimum monthly charge for industrial and coal mining customers contracting for 3-phase service after October 1, 1959 shall be \$5.75 per KW of monthly billing demand, subject to adjustment as determined under the fuel adjustment clause, system sales clause, demand-side management clause, the environmental surcharge, the net merger savings credit, the state issues stipulation charges, plus the service charge. (I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

(Cont'd. On Sheet No. 8-2)

DATE OF ISSUE September 26, 2005 DATE OF EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY AFFAIRS FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF M.G.S. (Cont'd.)
(Medium General Service)**

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per KWH calculated in compliance with the State Issues Stipulation Tariff contained in Sheet No. 28-1.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurements of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Energy supplied hereunder will be delivered through not more than one single phase and/or polyphase meter. Customer's demand will be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. The minimum monthly billing demand shall not be less than (a) the minimum billing demand of 6 KW, or (b) 60% of the greater of (1) the customer's contract capacity in excess of 100 KW or (2) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

LOAD MANAGEMENT TIME-OF-DAY PROVISION. (Tariff Codes 223, 224)

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

(Cont'd. On Sheet 8-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY <u>E.K. WAGNER</u>	<u>DIRECTOR OF REGULATORY SERVICES</u>	<u>FRANKFORT KENTUCKY</u>
NAME	TITLE	ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- _____ dated _____

TARIFF M.G.S (Cont'd)
(Medium General Service)

RATE.

Service Charge	\$ 3.00 per month	
Energy Charge:		
All KWH used during on-peak billing period	8.606¢ 11.388¢ per KWH	(I)
All KWH used during off-peak billing period	3.059¢ 2.793¢ per KWH	(D)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be required of customers with normal maximum demands of ~~400~~ 500 KW or greater. Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for periods of longer than 1 year and to require contracts for Customers with normal maximum demands of less than ~~400~~ 500 KW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to Customers having other source of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the Customer shall contract for the maximum demand in KW which the Company might be required to furnish, but no less than 10 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point of both their power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.G.S.-T.O.D.
(Medium General Service Time-of-Day)

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 10 KW but not more than 100 KW. Availability is limited to the first 500 customers applying for service under this tariff.

RATE. (Tariff Code 229, 230)

Service Charge	\$ 41.60	\$14.30 per month	(I)
Energy Charge:			
All KWH used during on-peak billing period	8.606¢	11.388¢ per KWH	(I)
All KWH used during off-peak billing period	3.059¢	2.793¢ per KWH	(D)

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(Cont'd on Sheet 8-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.G.S.-T.O.D. (Cont'd)
(Medium General Service Time-of-Day)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service

Customers with PURPA Section 210 qualifying cogeneration and/or small power productions facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service commission I Case No. 2005- dated

**TARIFF L.G.S.
(Large General Service)**

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 100 KW but not more than 1,000 KW (excluding the demand served by the Load Management Time-of-Day provision).

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE.

Tariff Code	Service Voltage			
	Secondary	Primary	Subtransmission	Transmission
240, 242		244, 246	248	
Service Charge per Month	\$ 85.00	\$127.50	\$535.50	\$535.50
Demand Charge per KW	\$ 2.97 \$3.54	\$ 2.97 \$3.44	\$ 2.97 \$3.37	\$3.32
Excess Reactive Charge per KVA	\$ 2.97	\$ 2.97	\$ 2.97	\$ 2.97
Energy Charge per KWH	4.078¢ 5.107¢	3.419¢ 4.379¢	2.890¢ 3.272¢	2.862¢

MINIMUM CHARGE.

Bills computed under the above rate are subject to a monthly minimum charge comprised of the sum of the service charge and the minimum demand charge. The minimum demand charge is the product of the demand charge per KW and the monthly billing demand.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(Cont'd. On Sheet No.9-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF L.G.S. (Cont'd.)
(Large General Service)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Billing demand in KW shall be taken each month as the highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Company's option as the highest registration of a thermal type demand meter or indicator. The monthly billing demand so established shall in no event be less than 60% of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

DETERMINATION OF EXCESS KILOVOLT-AMPERE (KVA) DEMAND

The maximum KVA demand shall be determined by the use of a multiplier equal to the reciprocal of the average power factor recorded during the billing month, leading or lagging, applied to the metered demand. The excess KVA demand, if any, shall be the amount by which the maximum KVA demand established during the billing period exceeds 115% of the kilowatts of metered demand.

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE. (Tariff Code 251)

Service Charge	\$81.80	per month
Energy Charge:		
All KWH used during on-peak billing period	9.625¢	per KWH
All KWH used during off-peak billing period	2.767¢	per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

(Cont'd. On Sheet No. 9-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF L.G.S. (Cont'd)
(Large General Service)

TERM OF CONTRACT.

Contracts under this tariff will be made for customers requiring a normal maximum monthly demand between 500 KW and 1,000 KW and be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts or periods greater than 1 year. For customers with demands less than 500 KW, a contract may, at the Company's option, be required.

(T)

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY.

The Customer shall set forth the amount of capacity contracted for (the "contract capacity") in an amount up to 1,000 KW. Contracts will be made in multiples of 25 KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company.

(T)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to Customers having other sources of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW, which the Company might be required to furnish, but not less than 100 KW nor more than 1,000 KW. The Company shall not be obligated to supply demands in excess of the contract capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billings periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

(T)

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No 2005- dated

**TARIFF Q.P.
(Quantity Power)**

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with demands less than 7,500 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet normal maximum requirements, but in no case shall the contract capacity be less than 1,000 KW.

RATE.

	<u>Secondary</u>	<u>Primary</u>	<u>Service Voltage Subtransmission</u>	<u>Transmission</u>	
Tariff Code		358	359	360	
Service Charge per month	\$ 276.00	\$ 276.00	\$ 662.00	\$ 1,353.00	
Demand Charge per KW					
Of monthly on-peak billing demand	\$14.27	\$ 9.29 \$12.44	\$ 8.54 \$9.59	\$ 7.88 \$8.13	(I)
Of monthly off-peak excess billing demand	\$5.00	\$ 0.90 \$3.46	\$ 0.86 \$0.93	\$ 0.85 \$0.80	(I)
Energy Charge per KWH	2.162¢	1.726¢ 2.108¢	1.677¢ 2.078¢	1.664¢ 2.051¢	(I)

Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand\$ 0.57 \$0.72/ KVAR (I)

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Demand Charge per KW multiplied by the billing demand.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Surcharge Adjustment based on a percent of revenue in compliance with the Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule. (I)

(Cont'd. On Sheet No. 103)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

**TARIFF Q.P. (Cont'd.)
(Quantity Power)**

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

(T)

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

The on-peak billing demand in KW shall be taken each month as the single highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator, but the monthly on-peak billing demand so established shall in no event be less than 60% of the greater of (a) the Customer's contract capacity set forth on the contract for electric service or (b) the customer's highest previously established monthly billing demand during the past 11 months.

Off-peak excess billing demand in any month shall be the amount of KW by which the off-peak billing demand exceeds the on-peak billing demand for the month.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

For the purpose of this provision, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M., Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY

The Customer shall set forth the amount of capacity contracted for ("the contract capacity") in an amount equal to or greater than 1,000 KW but less than 7,500 KW; in multiples of 100KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company.

(T)

(Cont'd on Sheet No. 10-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF Q.P. (Cont'd)
(Quantity Power)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial Customer who furnish service to Customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point for both the power and camp requirements. (T)

This tariff is also available to Customer having other sources of energy supply, but who desire to purchase standby or back-up electric s service from the Company. Where such conditions exist the Customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW nor more than 7,500 KW. The Company shall not be obligated to supply demands in excess of that contracted capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above. (T)

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

Customer with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.I.P. - T.O.D.
(Commercial and Industrial Power - Time-of-Day)

AVAILABILITY OF SERVICE

Available for commercial and industrial KWHs with normal maximum demands of 7,500 KW and above. KWHs shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 7,500 KW.

RATE

	<u>Service Voltage</u>		
	<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
Tariff Code	370	371	372
Service Charge per Month	\$ 276.00	\$ 662.00	\$ 1,353.00
Demand Charge per KW			
On-peak	\$14.78	\$11.68	\$10.12
Off-peak	\$3.84	\$1.03	\$0.91
Energy Charge per KWH	1.724¢	1.698¢	1.678¢

(I)
(I)
(I)

Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand\$ 0.72/ KVAR

(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 AM to 9:00 PM for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 PM to 7:00 AM for all weekdays and all hours of Saturday and Sunday.

MINIMUM DEMAND CHARGE

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
\$15.84/KW	\$12.73/KW	\$11.14/KW

(I)
(T)

The minimum demand shall be the greater of 60% of the contract capacity set forth on the contract for electric service or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

MINIMUM CHARGE

This tariff is subject to a minimum charge equal to the Service Charge plus the Minimum Demand Charge.

FUEL ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the KWH is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

(Cont'd. On Sheet No. 11-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.I.P. - T.O.D. (Cont'd.)
(Commercial and Industrial Power - Time-of-Day)

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVAR's as registered during the month by the demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

(Cont'd on Sheet 11-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.I.P. – T.O.D. (Cont'd)
(Commercial and Industrial Power – Time-of-Day)

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY.

The Customer shall set forth the amount of capacity contracted for (the "contract capacity") in an amount equal to or greater than 7,500 KW, in multiples of 100KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company. (T)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 7,500 KW. The Company shall not be obligated to supply demands in excess of the contract for capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power)

AVAILABILITY OF SERVICE.

Available for service to customers operating at subtransmission voltage or higher who contract for service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this Tariff to 60,000 kW.

Loads of new customers locating within the Company's service area or load expansions by existing customers may be offered interruptible service as part of an economic development incentive. Such interruptible service shall not be counted toward the limitation on total interruptible power contract capacity, as specified above, and will not result in a change to the limitation on total interruptible power contract capacity.

CONDITIONS OF SERVICE.

The Company will offer eligible customers the option to receive service from a menu of interruptible power options pursuant to a contract agreed to by the Company and the Customer.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this Tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Customer shall provide reasonable evidence to the Company that the Customer's electric service can be interrupted in accordance with the provisions of the written agreement including, but not limited to, the specific steps to be taken and equipment to be curtailed upon a request for interruption.

The Customer shall contract for capacity sufficient to meet normal maximum interruptible power requirements, but in no event will the interruptible amount contracted for be less than 5,000 kW at any delivery point.

RATE. (Tariff Code 321)

Charges for service under this Tariff will be set forth in the written agreement between the Company and the Customer and will reflect a difference from the firm service rates otherwise available to the Customer.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

(Cont'd. On Sheet No. 12-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)**

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the Customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATES ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per kwh calculated in compliance with the State Issues stipulation Tariff contained in Sheet No. 28-1.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

TERM OF CONTRACT

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the Customer.

CONFIDENTIALITY

All terms and conditions of any written contract under this Tariff shall be protected from disclosure as confidential, proprietary trade secrets, if either the Customer or the Company requests a Commission determination of confidentiality pursuant to 807KAR 5:001, Section 7 and the request is granted.

(Cont'd. On Sheet No. 12-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)

SPECIAL TERMS AND CONDITIONS

Except as otherwise provided in the written agreement, this Tariff is subject to the Company's Terms and Conditions of Service.

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

This tariff is also available to Customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist, the Customer shall contract for the maximum amount of demand in KW, which the Company might be required to furnish, but not less than 5,000 KW.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF M.W.
(Municipal Waterworks)**

AVAILABILITY OF SERVICE.

Available only to incorporated cities and towns and authorized water districts and to utility companies operating under the jurisdiction of Public Service Commission of Kentucky for the supply of electric energy to waterworks systems and sewage disposal systems served under this tariff on September 1, 1982, and only for continuous service at the premises occupied by the Customer on this date. If service hereunder is discontinued, it shall not again be available.

Customer shall contract with the Company for a reservation in capacity in kilovolt-amperes sufficient to meet with the maximum load, which the Company may be required to furnish.

RATE. (Tariff Code 540)

Service Charge	\$22.90	per month
Energy Charge:		
All KWH Used Per Month	5.677¢	per KWH

(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$3.65 per KVA as determined from customer's total connected load. The minimum monthly charge shall be subject to adjustments as determined under the Fuel Adjustment Clause.

(I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

(Cont'd On Sheet No. 13-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.W. (Cont'd)
(Municipal Waterworks)

PAYMENT.

Bills will be rendered monthly and will be due and payable on or before the 15th day from the date bills are mailed.

TERM OF CONTRACT.

Contracts under this tariff will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each until either party shall give at least 60 days' written notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than 1 year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is not available to customers having other sources of energy supply.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF O.L.
(Outdoor Lighting)**

AVAILABILITY OF SERVICE.

Available for outdoor lighting to individual customers in locations where municipal street lighting is not applicable.

RATE.

A. OVERHEAD LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
094		100 watts (9,500 Lumens)	\$ 7.60	per lamp
113		150 watts (16,000 Lumens)	\$ 8.40	per lamp
097		200 watts (22,000 Lumens)	\$ 10.10	per lamp
098		400 watts (50,000 Lumens)	\$ 15.35	per lamp
	2.	Mercury Vapor		
093*		175 watts (7,000 Lumens)	\$ 8.40	per lamp
095*		400 watts (20,000 Lumens)	\$ 14.00	per lamp

(I)
(I)
(I)
(I)
(I)
(I)
(I)

Company will provide lamp, photo-electric relay control equipment, luminaries and upsweep arm not over six feet in length, and will mount same on an existing pole carrying secondary circuits.

B. POST-TOP LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
111		100 watts (9,500 Lumens)	\$10.80	per lamp
122		150 Watts (16,000 Lumens)	\$17.65	per lamp
	2.	Mercury Vapor		
099*		175 watts (7,000 Lumens)	\$9.75	per lamp

(I)
(I)
(I)

Company will provide lamp, photo-electric relay control equipment, luminaries, post, and installation including underground wiring for a distance of thirty feet from the Company's existing secondary circuits.

C. FLOOD LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
107		200 watts (22,000 Lumens)	\$ 11.55	per lamp
109		400 watts (50,000 Lumens)	\$ 15.30	per lamp
	2.	Metal Halide		
110		250 watts (20,500 Lumens)	\$17.25	per lamp
116		400 watts (36,000 Lumens)	\$22.60	per lamp
131		1000 watts (110,000 Lumens)	\$48.55	per lamp

(I)
(I)
(I)
(I)
(I)
(I)

Company will provide lamp, photoelectric relay control equipment, luminaries, mounting bracket, and mount same on an existing pole carrying secondary circuits.

*These lamps are not available for new installations.

(Cont'd. on Sheet No. 14-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order from the Public Service Commission in Case No. 2005- dated

**TARIFF O.L. (Cont'd.)
(Outdoor Lighting)**

RATE. (Cont'd.)

When new or additional facilities, other than those specified in Paragraphs A, B, and C, are to be installed by the Company, the customer in addition to the monthly charges, shall pay in advance the installation cost (labor and material) of such additional facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost to pay:

Wood pole.....	\$2.30 per month
Overhead wire span not over 150 feet.....	\$1.30 per month
Underground wire lateral not over 50 feet	\$5.35 per month

(Price includes pole riser and connections)

(I)
(I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

	<u>METAL HALIDE</u>			<u>MERCURY VAPOR</u>		<u>HIGH PRESSURE SODIUM</u>			
	250 <u>WATTS</u>	400 <u>WATTS</u>	1000 <u>WATTS</u>	175 <u>WATTS</u>	400 <u>WATTS</u>	100 <u>WATTS</u>	150 <u>WATTS</u>	200 <u>WATTS</u>	400 <u>WATTS</u>
JAN	127	199	477	91	199	51	74	106	210
FEB	106	167	400	76	167	43	62	89	176
MAR	106	167	400	76	167	43	62	89	176
APR	90	142	340	65	142	36	53	76	150
MAY	81	127	304	58	127	32	47	68	134
JUNE	72	114	272	52	114	29	42	61	120
JULY	77	121	291	55	121	31	45	65	128
AUG	88	138	331	63	138	35	51	74	146
SEPT	96	152	363	69	152	39	57	81	160
OCT	113	178	427	81	178	45	66	95	188
NOV	119	188	449	86	188	48	70	100	198
DEC	<u>129</u>	<u>203</u>	<u>486</u>	<u>92</u>	<u>203</u>	<u>52</u>	<u>75</u>	<u>108</u>	<u>214</u>
TOTAL	1204	1896	4540	864	1896	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 14-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF O.L. (Cont'd.)
(Outdoor Lighting)

STATE ISSUES SETTLEMENT.

(T)

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

(T)

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

A delayed payment charge on residential customer accounts will be applied pursuant to the delayed payment charge on Tariff R.S. On all accounts other than residential not paid in full within 15 days of date of bill an additional charge of 5% of the unpaid portion will be made.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

OWNERSHIP OF FACILITIES.

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company.

The Company shall be allowed 3 working days after notification by the customer to replace all burned-out lamps.

TERM OF INITIAL SERVICE.

Term of initial service shall be required for an initial period of one year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company shall have the option of rendering monthly or bimonthly bills.

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Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

**TARIFF S.L.
(Street Lighting)**

AVAILABILITY OF SERVICE.

Available for lighting service for all the lighting of public streets, public highways and other public outdoor areas in municipalities, counties, and other governmental subdivisions where such service can be supplied from the existing general distribution systems.

RATE. (Tariff Code 528)

A. Overhead Service on Existing Distribution Poles

1. High Pressure Sodium

100 watts (9,500 lumens).....	\$ 5.60 per lamp	(I)
150 watts (16,000 lumens).....	\$ 6.30 per lamp	(I)
200 watts (22,000 lumens).....	\$ 7.80 per lamp	(I)
400 watts (50,000 lumens).....	\$ 11.20 per lamp	(I)

B. Service on New Wood Distribution Poles

1. High Pressure Sodium

100 watts (9,500 lumens).....	\$ 8.95 per lamp	(I)
150 watts (16,000 lumens).....	\$ 9.70 per lamp	(I)
200 watts (22,000 lumens).....	\$ 11.20 per lamp	(I)
400 watts (50,000 lumens).....	\$ 14.55 per lamp	(I)

C. Service on New Metal or Concrete Poles

1. High Pressure Sodium

100 watts (9,500 lumens).....	\$ 14.65 per lamp	(I)
150 watts (16,000 lumens).....	\$ 15.20 per lamp	(I)
200 watts (22,000 lumens).....	\$ 19.20 per lamp	(I)
400 watts (50,000 lumens).....	\$ 20.00 per lamp	(D)

Lumen rating is based on manufacturer's rated lumen output for new lamps.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

(Cont'd. On Sheet No. 15-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF S.L. (Cont'd.)
(Street Lighting)**

FUEL ADJUSTMENT CLAUSE. (Cont'd.)

<u>MONTH</u>	<u>HIGH PRESSURE SODIUM</u>			
	<u>100 WATTS</u>	<u>150 WATTS</u>	<u>200 WATTS</u>	<u>400 WATTS</u>
JAN	51	74	106	210
FEB	43	62	89	176
MAR	43	62	89	176
APR	36	53	76	150
MAY	32	47	68	134
JUNE	29	42	61	120
JULY	31	45	65	128
AUG	35	51	74	146
SEPT	39	57	81	160
OCT	45	66	95	188
NOV	48	70	100	198
DEC	<u>52</u>	<u>75</u>	<u>108</u>	<u>214</u>
TOTAL	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per KWH calculated in compliance with the State Issues Stipulation Tariff contained in Sheet No. 28-1. (T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule. (T)

SPECIAL FACILITIES.

When a customer requests street lighting service which requires special poles or fixtures, underground street lighting, or a line extension of more than one span of approximately 150 feet, the customer will be required to pay, in advance, an aid-to-construction in the amount of the installed cost of such special facilities.

(Cont'd On Sheet No. 15-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on an after October 27, 2005

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NAME TITLE ADDRESS

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**TARIFF S.L. (Cont'd.)
(Street Lighting)**

PAYMENT.

Bills are due and payable within ten (10) days of the mailing date.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

TERM OF CONTRACT.

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company may have the right to require contracts for periods of longer than one year if new or additional facilities are required.

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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C. A. T. V.
(Cable Television Pole Attachment)

AVAILABILITY OF SERVICE.

Available to operators of cable television systems (Operators) furnishing cable television service in the operating area of Kentucky Power Company (Company) for attachments of aerial cables, wires and associated appliances (attachments) to certain distribution poles of Kentucky Power Company.

RATES.

Charge for attachments on a two-user pole	\$ 10.63 per pole/year	(I)
Charge for attachments on a three-user pole	\$ 6.59 per pole/year	(I)

The above rate was calculated in accordance with the following formula:

$$\begin{matrix} \text{Weighted Average} & & \text{Usage} & & \text{Carrying} & & \\ \text{Bare Pole Cost} & \times & \text{Factor} & \times & \text{Charge} & & \\ & & & & & = & \text{Rate Per Pole} \end{matrix}$$

DELAYED PAYMENT CHARGE.

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

POLE SUBJECT TO ATTACHMENT.

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make attachments on certain distribution poles of Company, Operator shall make written application, on a form furnished by Company, to install attachments specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired, and any other information necessary to calculate the transverse and vertical load placed upon the pole as a result of the proposed attachment and any other facilities attached to the pole. Within twenty-one (21) days after receipt of the application, Company shall notify Operator whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Operator shall reimburse Company for any expenses incurred in reviewing such written applications for attachment. Operator shall have a non-exclusive right to use such poles of Company as may be used or reserved for use by Operator and any other poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant, by contract or otherwise to others rights or privileges to use any poles of the Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. All poles shall be and remain the property of Company regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided hereunder, acquire no right, title or interest in or to any such pole.

STANDARDS FOR INSTALLATION.

All attachments and associated equipment of Operator (including without limitation, power supplies) shall be installed in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of the poles covered by this Tariff. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Power supply apparatus having as its largest dimension more than sixteen inches must be placed on a separate pole to be installed by Operator. Operator shall take necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments.

(Cont'd. On Sheet No. 16-2)

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**TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)**

POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

In any case Operator proposes to install attachments on a pole to be erected by Company in a new location, and to provide adequate space or strength to accommodate such attachments (either at the request of Operator to comply with the aforesaid codes and regulations) such pole must, in Company's judgment, be taller and/or stronger than would be necessary to accommodate the facilities of Company and of other persons who have previously indicated that they desire to make attachments on such pole or with whom Company has an agreement providing for joint or share ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

Where in Company's judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator's proposed attachments, Operator agrees to pay Company for the entire cost of the new pole necessary to accommodate the existing facilities on the pole and Operator's proposed attachments, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Title to the new pole shall remain with the Company. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of removing each of their respective facilities or attachments from the existing pole and reestablishing the same or like facilities or attachments on the newly-installed pole.

If Operator's desired attachments can be accommodated on existing poles of Company by rearranging facilities of Company thereon of any other person, or if because of Operator's proposed attachments it is necessary for Company to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Company and any such other person for the respective expense incurred in making such rearrangement.

If because of the requirements of its business, Company proposed to replace an existing pole on which Operator has any attachment, or Company proposed to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's attachment, or if as a result of any inspection of Operator's attachments Company determines that any such attachments are not in accordance with applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than 48 hours notice of such proposed replacement or change, or any such violation or hazard, unless an emergency requires a shorter period. In such event, Operator shall at its expense relocate, rearrange or modify its attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

Any additional guying or anchors required by reason of the attachments of Operator shall be provided at the expense of Operator and shall meet the requirements of all applicable codes or regulations and Company's generally applicable guying standards.

POLE INSPECTION.

Company reserves the right to inspect each new or proposed installation of Operator on Company's poles. In addition, Company may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with the provisions of this Tariff. Company's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Tariff.

(Cont'd. On Sheet No. 16-3)

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**TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)**

UNAUTHORIZED ATTACHMENTS.

Operator shall make no attachment to or other use of any pole of Company or any facilities of Company thereon, except as authorized. Should such unauthorized attachment or use be made, Operator shall pay to the Company on demand two times the charges and fees, including but not limited to, any payable under the headings "RATES" and "POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING" that would have been payable had such attachment been made on the date following the date of the last previous inspection required to be made by Company under applicable regulations of the Kentucky Public Service Commission.

ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof, on a form provided by the Company, and no pole shall be considered abandoned until such notice is received.

INDEMNITY.

Operator hereby agrees to indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interruption of Operator's service to its subscribers or because of interference with television reception of said subscribers or others, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act, omission or negligence of Operator's respective representatives, employees, agents or contractors.

INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than \$1,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than \$500,000 for any one occurrence.
- (c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement or indemnity set forth above.

Prior to making attachments at Company's poles, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company fifteen (15) days' prior written notice of any cancellation of or material change in such policies.

EASEMENTS.

Operator shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments. Operator hereby agrees to indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said attachments on Company's poles.

(Cont'd. On Sheet 16-4)

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**TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)**

CHARGES AND FEES.

Operator agrees to pay Company in advance, semi-annually, charges to be computed as set forth in Tariff, and such other charges as may be provided for herein, for the use of each of Company's poles, any portion of which is occupied by, or reserved at Operator's request for the attachments of Operator.

Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make attachments.

FEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For attachments made or removed which are reported to the Company between billing dates, Operator shall be billed or credited a prorated amount of the annual charge effective with the date of attachment or removal on the Operator's next bill.

ADVANCE BILLING

Payment of amounts due hereunder are due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due fifteen (15) days from the date of the invoice therefore. In all amounts not so paid an addition charge of five percent (5%) will be assessed. Where the provisions of the Tariff require any payment by Operator to the Company other than for attachment charges, Company may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by company of any work. In such a case, Company shall invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined.

DEFAULT OR NON-COMPLIANCE.

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within thirty (30) days, after written notice from Company to correct such default or non-compliance, Company may, as its option forthwith take any one or more of the following actions: terminate the specific permit or permits covering the poles to which such default or non-compliance is applicable; remove, relocate or rearrange attachments of Operator to which such default or non-compliance relates, all at Operator's expense; decline to permit additional attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in this Tariff or any other substantial default, or of repeated defaults terminate Operator's right of attachment. No liability shall be incurred by Company because of any or all such actions except for negligent destruction by the Company of CATV equipment in any relocation or removal of such equipment. The remedies provided herein are cumulative and in addition to any other remedies available to Company.

PRIOR AGREEMENTS.

This Tariff terminates and supersedes any previous agreement, license or joint use affecting Company's poles and Operator's attachments covered herein.

(Cont'd on Sheet No. 16-5)

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TARIFF C. A. T. V. (Cont'd)
(Cable Television Pole Attachment)

ASSIGNMENT

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of the Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

PERFORMANCE WAIVER.

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs, and other causes beyond the reasonable control of either of the parties.

PRESERVATION OF REMEDIES.

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Company shall impair or affect its right thereafter to exercise the same.

HEADINGS.

Headings used in this Tariff are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Tariff.

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NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP 1
(Cogeneration and/or Small Power Production--100 KW or Less)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of 100 KW or less. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

- Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers with cogeneration and/or small power production facilities having a total design capacity of more than 10 KW shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

- Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.
- Options 2 & 3 - Where meters are used to measure the excess or total energy and average on-peak capacity purchased by the Company:

	<u>Single Phase</u>	<u>Polyphase</u>	
Standard Measurement	\$6.75	\$8.45	(I)
T.O.D. Measurement	\$7.55	\$8.85	(D)

(Cont'd. On Sheet No. 17-2)

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ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production--100 KW or Less)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd.)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each use.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	2.81¢/KWH	(I)
T.O.D. Meter		
On-Peak KWH	3.54¢/KWH	(I)
Off-Peak KWH	2.29¢/KWH	(I)

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

- A. \$0.78/ KW/month, times the lowest of: (I)
 - (1) monthly contract capacity, or
 - (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
 - (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(Cont'd. On Sheet 17-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production—100 KW or Less)

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)

Capacity Credit (Cont'd.)

If T.O.D. energy meters are used,

B. ~~\$2.10~~ \$1.87/KW/month, times the lowest of:

- (1) on-peak contract capacity, or
- (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
- (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

(D)

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP I or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on an after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP II
(Cogeneration and/or Small Power Production--Over 100 KW)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of over 100 KW. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

- Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER.

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

- Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.
- Options 2 & 3- Where meters are used to measure the excess or total energy and average on peak capacity purchased by the Company:

	<u>Single Phase</u>	<u>Polyphase</u>
Standard Measurement	\$6.75	\$8.45
T.O.D. Measurement	\$7.55	\$8.85

(I)
(D)

(Cont'd. On Sheet No. 18-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP II (Cont'd.)

(Cogeneration and/or Small Power Production--Over 100 KW)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each case.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	\$2.81	(I)
T.O.D. Meter		
On-Peak KWH	3.54¢	(I)
Off-Peak KWH	2.29¢	(I)

(Cont'd. On Sheet 18-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

**TARIFF COGEN/SPP II (Cont'd.)
(Cogeneration and/or Small Power Production—Over 100 KW)**

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

A. ~~\$0.95/~~ \$0.78/KW/month, times the lowest of:

- (1) monthly contract capacity, or
- (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
- (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(D)

If T.O.D. energy meters are used,

B. ~~\$2.10~~ \$1.87/KW/month, times the lowest of:

- (1) on-peak contract capacity, or
- (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
- (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

(D)

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00 A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00 A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP II or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF S. S. C.
(System Sales Clause)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. When the monthly net revenues from system sales are above or below the monthly base net revenues from system sales, as provided in paragraph 3 below, an additional credit or charge equal to the product of the KWHs and a system sales adjustment factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{System Sales Adjustment Factor (A)} = (.5[T_m - T_b])/S_m$$

In the above formula "T" is Kentucky Power Company's (KPCo) monthly net revenues from system sales in the current (m) and base (b) periods, and "S" is the Kwh sales in the current (m) period, all defined below.

2. The net revenue from American Electric Power (AEP) System deliveries to non-associated companies that are shared by AEP Member Companies, including KPCo, in proportion to their Member Load Ratio and as reported in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 447, Sales for Resale, shall consist of and be derived as follows:

3.
 - a. KPCo's Member Load Ratio share of total revenues from system sales as recorded in Account 447, less b. and c. below.
 - b. KPCo's Member Load Ratio share of total out-of-pocket costs incurred in supplying the power and energy for the deliveries in a. above.

The out-of-pocket costs include all operating, maintenance, tax, transmission losses and other expenses that would not have been incurred if the power and energy had not been supplied for such deliveries, including demand and energy charges for power and energy supplied by Third Parties.

3.
 - c. KPCo's environmental costs allocated to non-associated utilities in the Company's Environmental Surcharge Report.

4. The base monthly net revenues from system sales are as follows:

<u>Billing</u> <u>Month</u>	Base Net Revenues from System Sales <u>(Total Company Basis)</u>	
January	\$ 2,815,074	(I)
February	\$2,365,178	(I)
March	\$1,832,408	(I)
April	\$2,862,969	(I)
May	\$2,501,869	(I)
June	\$3,280,306	(I)
July	\$2,994,548	(I)
August	\$1,902,637	(I)
September	\$1,756,798	(I)
October	\$1,122,316	(I)
November	\$1,331,388	(I)
December	\$2,142,114	(I)

(Cont'd on Sheet No. 19-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

TARIFF S. S. C. (Cont'd.)
(System Sales Clause)

- 4. Sales (S) shall be equated to the sum of (a) generation (including energy produced by generating plant during the construction period), (b) purchase, and (c) interchange-in, less (d) energy associated with pumped storage operations, less (e) inter-system sales and less (f) total system losses.
- 5. The system sales adjustment factor shall be based upon estimated monthly revenues and costs for system sales, subject to subsequent adjustment upon final determination of actual revenues and costs.
- 6. The monthly System Sales Clause shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.
- 7. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY <u>E.K. WAGNER</u>	<u>DIRECTOR OF REGULATORY SERVICES</u>	<u>FRANKFORT, KENTUCKY</u>
NAME	TITLE	ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**Tariff F.T.
(Franchise Tariff)**

AVAILABILITY OF SERVICE

Where a city or town within the territory of Kentucky Power (Company) requires the Company to pay a percentage of revenues from certain customer classifications collected within such city or town of the right to erect the Company's poles, conductors, or other apparatus along, over, under, or across such city's or town's streets, alleys, or public grounds, the Company shall increase the rates and charges to such customer classifications within such city or town by a like percentage. The aforesaid charge shall be separately stated and identified on each affected customer's bill.

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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF T. S.
(Temporary Service)**

AVAILABILITY OF SERVICE.

Available for temporary lighting and power service where capacity is available.

RATE.

Temporary service will be supplied under any published tariff applicable to the class of business of the Customer, when the Company has available unsold capacity of lines, transforming and generating equipment, with an additional charge of the total cost of connection and disconnection.

MINIMUM CHARGE.

The same minimum charge as provided for in any applicable tariff, shall be applicable to such temporary service and for not less than one full monthly minimum.

TERM.

Variable.

SPECIAL TERMS AND CONDITIONS.

A deposit equal to the full estimated amount of the bill and/or construction costs under this tariff may be required.

This tariff is not available to customers permanently located, whose energy requirements are of a seasonal nature.

See Terms and Conditions of Service.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE
(Tariff D.S.M.C.)**

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., and M.W.

RATE.

- 1. The Demand-Side Management (DSM) clause shall provide for periodic adjustment per KWH of sales equal to the DSM costs per KWH by customer sector according to the following formula:

$$\text{Adjustment Factor} = \frac{\text{DSM (c)}}{\text{S(c)}}$$

Where DSM is the cost by customer sector of demand-side management programs, net lost revenues, incentives, and any over/under recovery balances; (c) is customer sector; and S is the adjusted KWH sales by customer sector.

- 2. Demand-Side Management (DSM) costs shall be the most recent forecasted cost plus any over/under recovery balances recorded at the end of the previous period.
 - a. Program costs are any costs the Company incurred associated with demand-side management which were approved by the Kentucky Power Company DSM Collaborative. Examples of costs to be included are contract services, allowances, promotion, expenses, evaluation, lease expense, etc. by customer sector.
 - b. Net lost revenues are the calculated net lost revenues by customer sector resulting from the implementation of the DSM programs.
 - c. Incentives are a shared-savings incentive plan consisting of one of the following elements: The efficiency incentive, which is defined as 15 percent of the estimated net savings associated with the programs. Estimated net savings are calculated based on the California Standard Practice Manual's definition of the Total Resources Cost (TRC) test, or the maximizing incentive which is defined as 5 percent of actual program expenditures if program savings cannot be measured.
 - d. Over/ Under recovery balances are the total of the differences between the following:
 - (i) the actual program costs incurred versus the program costs recovered through DSM adjustment clause, and
 - (ii) the calculated net lost revenues realized versus the net lost revenues recovered through the DSM adjustment clause, and
 - (iii) the calculated incentive to be recovered versus the incentive recovered through the DSM adjustment clause.
- 3. Sales (S) shall be the total ultimate KWH sales by customer sector less non-metered, opt-out and lost revenue impact KWHs by customer sector.
- 4. The provisions of the Demand-Side Management Adjustment Clause will be effective for the period ending December 31, 2005.

(Cont'd. On Sheet No. 22-2)

DATE OF ISSUE September 26, 2005 EFFECTIVE Service rendered on or after October 27, 2005

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Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE (Cont'd.)
(Tariff D.S.M.C.)

RATE. (Cont'd.)

5. The DSM adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.
6. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.
7. The resulting range for each customer sector per KWH during the three-year Experimental Demand-Side Management Plan is as follows:

<u>CUSTOMER SECTOR</u>			
	<u>RESIDENTIAL</u> (\$ Per KWH)	<u>COMMERCIAL</u> (\$ Per KWH)	<u>INDUSTRIAL*</u> (\$ Per KWH)
Floor Factor =	0.000320	0.000041	- 0 -
Ceiling Factor =	0.000624	0.000068	- 0 -

8. The DSM Adjustment Clause factor (\$ Per KWH) for each customer sector which fall within the range defined in Item 7 above is as follows:

<u>CUSTOMER SECTOR</u>			
	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL*</u>
DSM (c)	\$ <u>306,288</u>	\$ <u>14,259</u>	- 0 -
S (c)	649,080,700	261,854,100	- 0 -
Adjustment Factor \$	0.000472	0.000055	- 0 -

*The Industrial Sector has been discontinued pursuant to the Commission's Order dated September 28, 1999.

DATE OF ISSUE September 26, 2005 EFFECTIVE DATE Services rendered on and after October 27, 2005

ISSUED BY ERROL K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____

NET MERGER SAVINGS CREDIT (N.M.S.C.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

The Net Merger Savings Credit shall provide for a monthly adjustment to base rates on a rate per KWH of monthly consumption. The Net Merger Savings Credit shall be calculated according to the following formula:

$$\text{Net Merger Savings Credit} = \text{M.S.F.} + \text{B.A.F.}$$

Where:

(M.S.F.) Is the Merger Savings Factor per KWH which is based on the total Company net savings that are to be distributed to the Company's Kentucky retail jurisdictional customers in each 12-month period.

	Net Savings to be Distributed	Merger Savings Factor (M.S.F.)	Balancing Adjustment Factor (B.A.F.)
Year 1*	\$ 1,463,815	.021¢ per KWH	0 ¢
Year 2	2,553,660	.037¢ per KWH	.0007¢ per KWH
Year 3	3,184,645	.045¢ per KWH	.0009¢ per KWH
Year 4	3,695,003	.051¢ per KWH	.0018¢ per KWH
Year 5	4,037,167	.055¢ per KWH	.0030¢ per KWH
Year 6	4,299,432	.057¢ per KWH	.0025¢ per KWH
Year 7	4,504,920	.059¢ per KWH	
Year 8	4,626,369	.059¢ per KWH	
Year 9	5,242,785	.066¢ per KWH	

*The Net Merger Savings Credit will begin in the first full billing month available following thirty days from the consummation of the merger and will continue until the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

(B.A.F.) Is the Balancing Adjustment Factor per KWH for the second through the twelfth months of the current distribution year, which reconciles any over-, or under-distribution of the net savings from prior periods. The B.A.F. will be determined by dividing the difference between amounts which were expected to be distributed and the amounts actually distributed from the application of the Net Merger Savings Credit from the previous year by the expected Kentucky retail jurisdictional KWH. The final B.A.F. will be applied to customer billings in the second month following the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

TERMS OF DISTRIBUTION.

1. The total distribution to the Company's customers will, in no case, be less than the sum of the amounts shown for the first eight years above.
2. On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Net Merger Savings Credit. Such report shall include a statement showing the amounts, which were expected to be distributed, and the amounts actually distributed in previous periods, along with a calculation of the B.A.F., which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
3. The Net Merger Savings Credit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

RIDER E.C.S.
(Emergency Curtailable Service Rider)

AVAILABILITY OF SERVICE.

Available for Emergency Curtailable Service (ECS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1MW and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's ECS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan for generation capacity deficiencies.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's ECS load shall be curtailed within 30 minutes if so requested
3. In no event shall the Customer be subject to curtailment under the provisions of this Rider for more than 50 hours during any season. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Summer	June, July and August

No curtailments under this Rider shall occur in the remaining months, with the exception of test curtailments as specified under Item 6 below.

4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one Curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 24-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

ECS CURTAILMENT OPTION.

The Customer shall select one of the following ECS Curtailment Options under this Rider:

	<u>Credit</u>	<u>Maximum Duration</u>
Option A	35 ¢/KWH	4 hours
Option B	50 ¢/KWH	8 hours

The ECS Curtailment Option Credit shall be applicable to the KWH curtailed under this Rider. The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Company, to the extent practical, will endeavor to minimize the curtailment duration. However, the Customer shall receive a minimum of 2 hours credit per curtailment event

ECS CONTRACT CAPACITY.

Each Customer shall have an ECS Contract Capacity to be considered as emergency curtailable capacity under this Rider. The Customer shall specify the Non-ECS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The ECS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-ECS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of ECS Contract Capacity and/or the choice of Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

ECS ENERGY.

Period ECS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. ECS Energy shall be equal to the sum of all Period ECS Energy for the calendar month.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the ECS Energy and the applicable Curtailment Option Credit less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a sub account so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 24-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

FAILURE TO CURTAIL.

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-ECS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. For customers with kVa demands, Noncompliance Energy shall be multiplied by the Customer's average monthly power factor. Noncompliance Energy shall be billed at a rate equal to 50% of the Customer's selected ECS Curtailment Option Credit.

TERM.

Contracts under this Rider shall be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS.

Individual Customer information, including, but not limited to, ECS Contract Capacity and ECS Curtailment Option, shall remain confidential.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**RIDER P.C.S.
(Price Curtailable Service Rider)**

AVAILABILITY OF SERVICE.

Available for Price Curtailable Service (PCS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's PCS load at the Company's sole discretion.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's PCS load shall be curtailed within 1 hour if so requested.
3. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Spring	March, April and May
Summer	June, July and August
Fall	September, October and November
4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days, which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 25-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTORY OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

PCS CURTAILMENT OPTION.

The Customer shall select one of the following Maximum Duration Options under this Rider:

	<u>Maximum Duration</u>
Option A	4 hours
Option B	8 hours
Option C	16 hours

The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Customer shall receive a minimum of 2 hours credit per curtailment event.

The Customer shall specify the Maximum Number of Days during the season that the Customer may be requested to curtail. The Customer shall also specify the Minimum Price at which the customer would be willing to curtail. The Company, at its discretion will determine whether the Customer shall be curtailed give the Customer's specified PSC curtailment options.

PCS CONTRACT CAPACITY.

Each Customer shall have an PCS Contract Capacity to be considered as price curtailable capacity under this Rider. The Customer shall specify the Non-PCS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The PCS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-PCS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of PCS Contract Capacity and/or the choice of Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

CURTAILMENT CREDIT

Period PCS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. The Curtailment credit shall be equal to the product of the Period PCS Energy and the greater of the following: (a) 80% of the daily price index for Into Cinergy On-Peak for the date of curtailments stated in Power Markets Week's Daily Price Report, (b) the Minimum Price as specified by the Customer or (c) 3.5 cents/kWh.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the PCS Energy and the applicable Curtailment Option Credit less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 25-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

FAILURE TO CURTAIL.

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-PCS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. Noncompliance Energy shall be billed at a rate equal to the applicable Curtailment Credit for the curtailment period during which the Customer failed to fully comply.

TERM.

Contracts under this Rider may be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS.

Individual Customer information, including, but not limited to, PCS Contract Capacity and PCS Curtailment Options, shall remain confidential.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 26-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY	<u>E.K. WAGNER</u>	<u>DIRECTOR OF REGULATORY SERVICES, FRANKFORT, KENTUCKY</u>
	NAME	TITLE ADDRESS

Issued by authority of an Order by the Public Service Commission in Case No. 2005- dated

**TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)**

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand-Side Management Adjustment Clause, the Net Merger Savings Credit, Environmental Surcharge and the State Issues Stipulation charge.

(T)

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	<u>Subtransmission</u>	<u>Transmission</u>
	392	393
Reservation Charge per kW	\$4.59	\$2.54
Reactive Demand Charge for each kiloVAR of maximum leading or lagging reactive demand in excess of 50% of the KW of monthly metered demand...\$0 .72 per KVAR		

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Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

Monthly Billing Energy

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

(Cont'd on Sheet 26-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company’s service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer’s use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months’ written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company’s Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer’s generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer’s generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service)

AVAILABILITY OF SERVICE.

Available to customers who own and operate an eligible electric generating facility designed to operate in parallel with the Company's system. Customers served under this tariff must also take service from the Company under the applicable standard service tariff. The total rated generating capacity of all customers served under this tariff shall be limited to one tenth of one percent (0.1%) of the Company's single hour peak load during the previous year.

CONDITIONS OF SERVICE.

1. For the purposes of this tariff, an eligible customer-generator's electric generating facility must comply with all of the following requirements:
 - a. generates electricity using only solar energy;
 - b. has a rated capacity of not more than fifteen (15) kilowatts;
 - c. is owned and operated by the customer and is located on the customer's premises;
 - d. is intended for the primary purpose of supplying all or part of the customer's own electricity requirements; and
 - e. is designed and installed to operate in parallel with the Company's electric distribution system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.
2. A Customer seeking to interconnect an eligible electric generating facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.
3. An Interconnection Agreement between the Company and the eligible customer-generator must be executed before the net metering facility may be interconnected with the Company's system.
4. All generator equipment and installations must comply with the Company's Technical Requirements. All generator equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code and state and local codes. All generator equipment and installations shall comply with all applicable safety, performance and power quality standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories.
5. The Customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof.
6. The Customer shall install, operate, and maintain the electric generating facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with the Company's system.

(Cont'd on Sheet 27-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 28, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service) (Cont'd)

- 7. The Customer must provide a visibly open, lockable, manual disconnect switch, which is accessible by the Company and is clearly labeled.
- 8. The Company may, at its own discretion, isolate any electric generating facility if the Company has reason to believe that continued interconnection with the electric generating facility creates or contributes to a system emergency.
- 9. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.
- 10. A customer operating an electric generating facility shall maintain homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against losses or damages arising from the use of the customer's electric generating facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.
- 11. An eligible customer-generator installation is transferable to other persons or service locations only upon notification to the Company and verification that the installation is in compliance with all applicable safety and power quality standards. All other conditions of service apply.

METERING.

Net energy metering shall be accomplished using a standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter or meters with such capability. In the case where two meters are used, the reading of the meter measuring the flow of energy from the customer to the Company shall be subtracted from the reading of the meter measuring the flow of energy from the Company to the customer to obtain a measurement of net kWh for billing purposes.

MONTHLY CHARGES.

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy charge portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the customer shall be credited in the next billing period for the kWh difference. If time-of-day metering is used, energy flows in both directions shall be netted and accounted for at the specific time-of-use in accordance with the provisions of the customer's standard tariff and this Net Metering Service Tariff. When the customer elects to no longer take service under this Net Metering Service Tariff, any unused credit shall revert to the Company. Excess electricity credits are not transferable between customers or locations.

(Cont'd on Sheet 27-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service) (Cont'd)**OTHER CHARGES.**

The customer is responsible for all equipment and installation costs of the electric generating facility.

As specified in the Interconnection Application, the customer must pay a non-refundable application fee of \$50. This fee includes the cost of inspection of the customer's electric generating facility if the Company deems such inspection necessary.

Should the Company determine that an interconnection study is required, the Company will advise the customer of the estimated additional cost of performing such study. Upon payment by the customer of the estimated study costs, the Company will proceed with the interconnection study to determine if installation of the customer's electric generating facility will have significant impact on the Company's system.

Should construction or upgrades of the Company's system be required in order to interconnect the customer's electric generating facility, additional charges to cover costs incurred by the Company shall be determined by the Company and paid by the customer.

The customer shall pay any additional charges, as determined by the Company, for equipment, labor, metering, testing or inspections requested by the customer.

TERM OF CONTRACT.

Any contract required under this tariff shall be the same as that required under the customer's applicable standard service tariff.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service.

TECHNICAL REQUIREMENTS.

The technical requirements for interconnection of Net Metering Installations to the Company Distribution System are as follows: Interconnection enables the Net Metering Installation to operate in parallel with the Company Distribution System. An Interconnection Application Screening and Interconnection Study, as described in Company's Interconnection Procedures, are used to determine the impact of the Net Metering Installation on the Company Distribution System beyond the Point of Common Coupling.

The standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", contains the majority of the technical requirements necessary for interconnection. IEEE 1547 is limited to an aggregate capacity of 10 MVA or less interconnected at typical primary and/or secondary voltages. IEEE 1547 does not address planning, designing, operating, or maintaining the utility's distribution system and it does not identify or address all of the potential system impact the proposed Net Metering Installation may create beyond the Point of Common Coupling. Due to the limitations of IEEE 1547, additional technical requirements are contained herein.

(Cont'd on Sheet 27-4)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated _____

Tariff N.M.S. (Net Metering Service) (Cont'd)

TECHNICAL REQUIREMENTS. (Cont'd)

These Technical Requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. The Customer is responsible for conforming to all applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. Additional requirements for interconnection may be imposed by the Transmission System Operator to address Transmission System operating issues related to the proposed Net Metering Installation. Additional requirements may also be necessary to comply with the requirements of other approved tariffs associated with the Company or other third parties providing services.

To assure that the safety, reliability and power quality of the Distribution system is not degraded by the interconnection of the Net Metering Installation:

- 1) The Net Metering Installation shall comply with the Technical Requirements stated herein.
- 2) Any Distribution System modifications and/or modifications to the Net Metering Installation identified by the Interconnection Study, as described in the Interconnection Procedures, shall be completed.
- 3) The Net Metering Installation shall be operated and maintained as agreed upon by the parties.

The Net Metering Installation shall comply with the requirements specified in IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems" and the other technical requirements stated herein.

IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P.O. Box 1331, Piscataway, NJ 08855-1331 (<http://standards.ieee.org/>).

EQUIPMENT DESIGN REQUIREMENTS

Data for all major equipment proposed by the Customer to satisfy the Technical Requirements must be submitted for review and approval by the Company with the completed Interconnection Application. To facilitate review and approval, the Company will maintain a list of Pre-certified Equipment. The Company's List of Pre-certified Equipment is available upon request and contains Pre-certified Equipment types, makes and models of manufactured generating equipment and interconnection system components. This listing is based upon equipment certified by recognized national testing laboratories as suitable for interconnection with a distribution system based upon compliance with IEEE Standard 1547. Suitability for interconnection does not imply that Pre-certified Equipment may be interconnected without a study to determine system impact.

The use of equipment that is not Pre-certified may delay the Company's review and approval of the Customer's design. All interconnection equipment must be approved by the Company prior to being connected to the Company's Distribution System and before parallel operation is allowed.

The interconnection system hardware and software design requirements in the Technical Requirements are intended to assure protection of the Company's Distribution System. Any additional hardware and software necessary to protect equipment at the generation facility is solely the responsibility of the Customer to determine, design, and apply.

(Cont'd on Sheet 27-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service) (Cont'd)

TECHNICAL REQUIREMENTS. (Cont'd)

ISOLATING DEVICE

A group-operated isolating device must be located at the Point of Common Coupling. The isolating device must be accessible to the Company's personnel at all times and be suitable for use by the Company as a protective tagging location. The isolating device shall have a visible open gap when in the open position and be capable of being locked in the open position. The isolating device must comply with the applicable current standard that specifies the requirements for circuit breakers, reclosers and interrupting switches.

VOLTAGE UNBALANCE

Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.

The Customer is responsible for operating the proposed Net Metering Installation such that the voltage unbalance attributable to the Net Metering Installation shall not exceed 2.5% at the Point of Common Coupling.

INSTALLATION, MAINTENANCE AND TESTING

The Company reserves the right to witness Compliance Testing at the time of installation and maintenance testing of the interconnection system for compliance with the requirements of IEEE 1547.

The Customer is responsible for the periodic scheduled maintenance on the Net Metering Installation's interconnection system (relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's Distribution System). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. The Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon request Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing. For each test, a record shall be kept indicating the results of the tests made and the "as found" and "as left" calibration values. Visually setting, without verification, a calibration dial or tap is not considered an adequate calibration check.

The Company reserves the right, at the Company's initial expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the Net Metering Installation to evaluate the quality of power produced by the Net Metering Installation.

(Cont'd on Sheet 27-6)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order of the Public Service Commission in Case No. 2005- dated



**APPLICATION FOR NET METERING
INTERCONNECTION WITH THE
Kentucky Power Company
DISTRIBUTION SYSTEM**

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number(s): _____

E-Mail Address: _____

Service Location Address: _____

Information Prepared and Submitted By: _____

(Name, Address, and E-Mail Address)

Expected Energizing and Start-up Date: _____

SOLAR GENERATOR'S INVERTER DATA

Manufacturer and Model: _____

Kilowatt Rating: _____ (95° F at location) Kilovolt-Ampere Rating: _____ (95° F at location)

Voltage Rating: _____ Ampere Rating: _____

Have all necessary government permits and approvals been obtained for the project prior to this application? Yes

Attach the following: One-line electrical diagram; layout sketch showing the physical location of the lockable, visible disconnect switch; and inverter specifications showing manufacturer test results documenting conformance with Company's technical requirements.

Attach application filing fee: \$50 (Check is payable to Kentucky Power Company. Send application and fee to: Kentucky Power Company, Attention: Manager of Customer Services, 12333 Kevin Avenue, Ashland, KY 41102)

Name: _____

Signature: _____

Title: _____

Date: _____

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005 dated _____

TARIFF S.I.S.
(State Issues Settlement)

AVAILABILITY OF SERVICE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L. and S.L.

RATE.

	<u>Service Tariff</u>	
	<u>All Other</u>	<u>C.I.P.-T.O.D.</u>
Energy Charge per KWH per month	\$0.000824	\$0.000508

RATE CALCULATION.

1. Pursuant to the final order of the Kentucky Public Service Commission in Case No. 2004-00420 and the Settlement and Stipulation Agreement dated October 20, 2004 as filed and approved by the Commission, Kentucky Power Company is to recover from retail ratepayers the supplemental annual payments tied to the 18-year extension of the Rockport Unit Power Agreement (USPA). Kentucky Power will apply surcharges designed to enable recovery from each tariff class of customers, an annual supplemental payment of \$5.1 million annually in Years 2005 through 2009, and then increases to \$6.2 million annually in Years 2010 through 2021, and then decreases to \$5,792,329 in Year 2022.
2. Kentucky Power will be entitled to receive these annual supplemental payments in addition to the base retail rates established by the Commission. The costs associated with the underlying Rockport Unit 1 and 2 USPA will continue to be included in base rates.
3. The increased annual revenues will be generated by two different KWH rates, one for CIP-TOD tariff customers and one for All Other tariff customers.
4. The allocation of the additional revenues to be collected from the CIP-TOD tariff customers and All Other tariff customers will be based upon the total annual revenue of each of the two-customer classes. Once the additional revenues have been allocated between the two customer classes based upon total annual Kentucky retail revenue, the additional revenue will be collected within the two customer classes (CIP-TOD and All Other tariffs) on a KWH basis. The KWH rate to be applied to each of these two customer class groups shall be sufficient to generate that portion of the total increase in annual revenues equal to the percentage of total annual revenues produced by each of the two customer class groups (CIP-TOD and All Other tariffs).
5. The Stipulation and Settlement Agreement is made upon the express agreement by the Parties that the receipt by Kentucky Power of the additional revenues called for by Section III(1)(a) and III(1)(b) shall be accorded the ratemaking treatment set out in Section III. In any proceeding affecting the rates of Kentucky Power during the extension of the USPA under this Stipulation and Settlement Agreement, the provisions of Section III are an express exception to Section VI(4) of the Stipulation and Settlement Agreement.
6. The State Issues Settlement surcharges will be applied to bills monthly and will be shown on the Customer's bill as a separate line item.

(N)

(N)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-0000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

(T)

RATE.

1. The environmental surcharge shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period as provided in Paragraph 6 below and in the current period according to the following formula:

$$\text{Monthly Environmental Surcharge Factor} = \frac{\text{Net KY Retail E(m)}}{\text{KY Retail R(m)}}$$

Where:
 Net KY Retail E(m) = Monthly E(m) allocated to Kentucky Retail Customers, net of Over/ (Under) Recovery Adjustment; Allocation based on Percentage of Kentucky Retail Revenues to Total Company Revenues in the Expense Month.
 (For purposes of this formula, Total Company Revenues do not include Non-Physical Revenues.)

KY Retail R(m) = Kentucky Retail Revenues for the Expense Month.

2. Monthly Environmental Surcharge Gross Revenue Requirement, E(m)

Where:
 $E(m) = CRR - BRR$
 CRR = Current Period Revenue Requirement for the Expense Month.
 BRR = Base Period Revenue Requirement.

3. Base Period Revenue Requirement, BRR

Where:
 $BRR = ((RB_{KP(B)})(ROR_{KP(B)})/12) + OE_{KP(B)} + (((RB_{IM(B)})(ROR_{IM(B)})/12) + OE_{IM(B)})(.15)$
 $RB_{KP(B)}$ = Environmental Compliance Rate Base for Big Sandy
 $ROR_{KP(B)}$ = Annual Rate of Return on Big Sandy Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.
 $OE_{KP(B)}$ = Monthly Pollution Control Operating Expenses for Big Sandy.
 $RB_{IM(B)}$ = Environmental compliance Rate Base for Rockport
 $ROR_{IM(B)}$ = Annual Rate of Return on Rockport Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.
 $OE_{IM(B)}$ = Monthly Pollution Control Operating Expenses for Rockport.

"KP(B)" identifies components from the Big Sandy Units – Base Period, and "IM(B)" identifies components from the Indiana Michigan Power Company's Rockport Units – Base Period.

The Rate Base for both Kentucky Power and Rockport should reflect the account balances as of June 30, 2005. The Operating Expense amounts should reflect the June 30, 2005 expense. The amounts reflect retirements or replacements resulting from the 1997 Plan, the 2003 Plan and the 2005 Plan.

(T)

(Continued on Sheet 29-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005-00068 dated September 7, 2005

ENVIRONMENTAL SURCHARGE (E.S.) (Cont'd)

RATE (Cont'd)

The Rate of Return for Kentucky Power is a weighted average cost of capital calculation, reflecting the cost of debt as of June 30, 2005 and the rate of return on common equity authorized in Case No. 2005-00068. The Kentucky Power component in the Base Period Revenue Requirement is a result of the adoption of the Commission's Order in Case No. 2005-00341. As Kentucky Power's last general rate case had been settled, Kentucky Power proposed and the Commission accepted the use of the rate of return on common equity established in Case No. 2005-00068. (T)

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

The Base Period Revenue Requirement will remain fixed until either a) a 2-year review case results in the roll-in of the surcharge into existing base rates, or b) further retirements or replacements of pollution control utility plant occur due to the installation of new pollution control utility plant associated with the approved compliance plan.

4. Current Period Revenue Requirement, CRR

$$CRR = \{[(RB_{KP(C)}) (ROR_{KP(C)}) / 12] + OE_{KP(C)} + \{[(RB_{IM(C)}) (ROR_{IM(C)}) / 12] + OE_{IM(C)}\} (.15) - AS\} - MEBC$$
 (T)

Where:

- RB_{KP(C)} = Environmental Compliance Rate Base for Big Sandy.
- ROR_{KP(C)} = Annual Rate of Return on Big Sandy Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{KP(C)} = Monthly Pollution Control Operating Expenses for Big Sandy.
- RB_{IM(C)} = Environmental Compliance Rate Base for Rockport.
- ROR_{IM(C)} = Annual Rate of Return on Rockport Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{IM(C)} = Monthly Pollution Control Operating Expenses for Rockport.
- AS = Net proceeds from the sale of SO₂ emission allowances, ERCs, and NO_x emission allowances, reflected in the month of receipt. The SO₂ allowance sales can be from either EPA Auctions or the AEP Interim Allowance Agreement Allocations.
- MEBC = Monthly Environmental Base Costs see paragraph 6 below (T)

"KP(C)" identifies components from the Big Sandy Units - Current Period, and "IM(C)" identifies components from the Indiana Michigan Power Company's Rockport Units - Current Period.

The Rate Base for both Kentucky Power and Rockport should reflect the current costs associated with the 1997 Plan and the 2003 Plan. The Rate Base for Kentucky Power should also include a cash working capital allowance based on the 1/8 formula approach, due to the inclusion of Kentucky Power's accounts receivable financing in the capital structure and weighted average cost of capital. The Operating Expenses for both Kentucky Power and Rockport should reflect the current operating expenses associated with the 1997 Plan, the 2003 Plan and the 2005 Plan. (T)

The Rate of Return for Kentucky Power is the weighted average cost of capital as authorized by the Commission in Case No. 2005-00341. (T)

(Cont'd on Sheet 29-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00341 dated

ENVIRONMENTAL SURCHARGE (E.S.)**RATE (Cont'd)**

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

Net Proceeds from the sale of emission allowances and ERCs that reflect net gains will be a reduction to the Current Period Revenue Requirement, while net losses will be an increase.

The Current Period Revenue Requirement will reflect the balances and expenses as of the Expense Month of the filing.

5. Environmental costs "E" shall be the Company's costs of compliance with the Clean Air Act and those environmental requirements that apply to coal combustion wastes and by-products, as follows:

- (a) cost associated with Continuous Emission Monitors (CEMS)
- (b) costs associated with the terms of the Rockport Unit Power Agreement
- (c) the Company's share of the pool capacity costs associated with Gavin scrubber(s)
- (d) return on SO₂ allowance inventory
- (e) costs associated with air emission fees
- (f) over/under recovery balances between the actual costs incurred less the amount collected through the environmental surcharge
- (g) costs associated with any Commission's consultant approved by the Commission
- (h) costs associated with Low Nitrogen Oxide (NO_x) burners at the Big Sandy Generating Plant
- (i) costs associated with the consumption of SO₂ allowances
- (j) costs associated with the Selective Catalytic Reduction (SCR) at the Big Sandy Generating Plant
- (k) costs associated with the upgrade of the precipitator at the Big Sandy Generating Plant
- (l) costs associated with the over-fire air with water injection at the Big Sandy Generating Plant
- (m) costs associated with the consumption of NO_x allowances
- (n) return on NO_x allowance inventory
- (o) 25% of the costs associated with the Reverse Osmosis Water System (the amount is subject to adjustment at subsequent 6 month surcharge reviews based on the documented utilization of the RO Water System by the SCR)
- (p) costs associated with operating approved pollution control equipment

(Cont'd on Sheet 29-4)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

- (q) costs associated with maintaining approved pollution control equipment including material and contract labor (excluding plant labor)
- (r) the Company's share of the pool Capacity costs associated with the following:
- Amos Unit No. 3 CEMS, Low NO_x Burners and SCR
 - Cardinal Unit No 1 CEMS, Low NO_x Burners and SCR
 - Gavin Plant SCR and SCR Catalyst Replacement
 - Gavin Unit No 1 and 2 Low NO_x Burners
 - Kammer Unit Nos 1,2 and 3 CEMS, Over Fire Air and Duct Modification
 - Mitchell Unit Nos 1 and 2 Water Injection, Low NO_x burners and Low NO_x burner Modification
 - Mitchell Plant Common CEMS, Replace Burner Barrier Valves
 - Muskingum River Unit No 1 Low NO_x Ductwork, Over Fire Air , Over Fire Air Modification, Water Injection and Water Injection Modification
 - Muskingum River Unit No 2 Low NO_x Ductwork, Over Fire Air, Over Fire Air Modification and Water Injection
 - Muskingum River Unit No 3 Over Fire Air, Over Fire Air Modification with NO_x Instrumentation
 - Muskingum River Unit No 4 Over Fire Air with Modification
 - Muskingum River Unit No 5 Low NO_x Burner with Modification and Weld Overlays and an SCR
 - Muskingum River Common CEMS
 - Phillip Sporn Unit No 2 Low NO_x Burners with Modifications
 - Phillip Sporn Unit No 4 and 5 Low NO_x Burners and Modulating Injection Air system with Modifications
 - Phillip Sporn Common CEMS and SO₃ injection system
 - Rockport Unit No 1 and 2 Low NO_x Burners

(Cont'd on Sheet 29-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

- Tanners Creek Unit No 1 Low NO_x Burners, with Modifications and Low NO_x Burners Leg Replacement
- Tanners Creek Unit No 2 and 3 Low NO_x Burners with Modifications
- Tanners Creek Unit No 4 Over Fire Air, Low NO_x Burners and ESP Controls Upgrade
- Tanners Creek Common CEMS
- Title V Air Emission Fees at Amos, Cardinal, Gavin, Kammer, Mitchell, Muskingum River, Phillip Sporn, Rockport and Tanners Creek plants.

6. The base monthly net cost from environmental compliance is as follows:

<u>Billing Month</u>	<u>Base Net Environmental Costs</u>
JANUARY	\$2,531,784
FEBRUARY	3,003,995
MARCH	2,845,066
APRIL	2,095,535
MAY	1,514,859
JUNE	1,913,578
JULY	2,818,212
AUGUST	2,342,883
SEPTEMBER	2,852,305
OCTOBER	2,818,975
NOVEMBER	2,598,522
DECEMBER	1,407,969

7. The monthly environmental surcharge shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

TARIFF N.C.R.
(Net Congestion Recovery)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. When the annual net congestion costs are above or below the annual base net costs from congestion, as provided in paragraph 3 below, an additional credit or charge equal to the product of the kWhs and a net congestion recovery factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{Net Congestion Recovery Factor (A)} = (\text{Ty} - \text{Tb}) / \text{Sy} + \text{BAF}$$

In the above formula "T" is Kentucky Power Company's (KPCo) annual net costs from congestion in the current (y) and base (b) periods, and "S" is the kWh sales in the current (y) period, all defined below.

2. The current period is defined as the 12 months ended September 30th each year. The net congestion costs for the current period is the difference between (implicit?) congestion costs and revenues from Financial Transmission Rights (FTR) and Auction Revenue Rights (ARR) as recorded on KPCo's books in account 447.
3. The base annual net congestion cost is \$(3,002,352).
4. The kWh sales shall be the total ultimate kWh sales to retail customers for the current period.
5. The Net Congestion Recovery Factor (A) shall change annually on January 1st.
6. A Balancing Adjustment Factor (BAF) will be calculated on a per kWh basis for the second through the twelfth months of the year, which reconciles any over- or under-collection of additional revenues from prior periods. The BAF will be determined by dividing the difference between amounts which were expected to be collected and the amounts actually collected from the application of this tariff from the previous year by the expected Kentucky retail jurisdictional kWh.
7. For 2007 the Net Congestion Recovery Factor shall equal the difference between the current and base period net congestion costs times the number of months (n) that Tariff N.C.R. is in effect during the current period divided by 12. That product is divided by the kWh sales in the current period. The formula is shown below:

$$\text{Net Congestion Recovery Factor (A)} = (\text{Ty} - \text{Tb}) * (\text{n}/12) / \text{Sy}$$

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

(N)

(N)

807 KAR 5:001 Section 10 (8)(a)

Provide a copy of the present tariffs and the proposed tariffs in comparative form on the same sheet side by side or on facing sheets side by side.

P.S.C. ELECTRIC NO. 7
CANCELS P.S.C. ELECTRIC NO. 6

Cancels and Supersedes all Previous Schedules

AMERICAN ELECTRIC POWER

SCHEDULE OF TARIFFS, TERMS AND CONDITIONS OF SERVICE GOVERNING SALE OF ELECTRICITY

In the Kentucky territory served
by American Electric Power
as stated on Sheet No. 1

Issued by
Errol K. Wagner, Director of Rates
Ashland, Kentucky

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 01 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued: January 30, 1996

Effective: April 1, 1991

P.S.C. ELECTRIC NO. 8
CANCELS P.S.C. ELECTRIC NO. 7

Cancels and Supersedes all Previous Schedules

KENTUCKY POWER COMPANY

**SCHEDULE OF TARIFFS,
TERMS AND CONDITIONS OF SERVICE
GOVERNING
SALE OF ELECTRICITY**

**In the Kentucky territory served
By Kentucky Power Company
As stated on Sheet No. 1**

**Issued by
Errol K. Wagner, Director Regulatory Services
Frankfort, Kentucky**

Issued: September 26, 2005

Effective: October 27, 2005

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Terms and Conditions of Service		2-1 thru 2-12
Capacity and Energy Emergency Control Program		3-1 thru 3-12
Standard Nominal Voltages		4-1
Tariff F.A.C.	Fuel Adjustment Clause	5-1 thru 5-2
Tariff R.S.	Residential Service	6-1 thru 6-2a
Tariff R.S.-L.M.-T.O.D.	Residential Load Management - Time-of-Day	6-3 thru 6-4
Experimental Tariff R.S.-T.O.D.	Residential Time-of-Day	6-5
Tariff S. G. S.	Small General Service	7-1 thru 7-2
Tariff M.G.S.	Medium General Service	8-1 thru 8-3
Experimental Tariff M.G.S.-T.O.D.	Medium General Service - Time-of-Day	8-4 thru 8-5
Tariff L.G.S.	Large General Service	9-1 thru 9-3
Tariff Q.P.	Quantity Power	10-1 thru 10-2
Tariff C.I.P.-T.O.D.	Commercial and Industrial Power -Time-of-Day	11-1 thru 11-2
Tariff I.R.P.	Interruptible Power (Discontinued)	12-1 thru 12-3
Tariff C.S.-I.R.P.	Contract Service - Interruptible Power	12-4 thru 12-6
Tariff M.W.	Municipal Waterworks	13-1 thru 13-2
Tariff O.L.	Outdoor Lighting	14-1 thru 14-3
Tariff S.L.	Street Lighting	15-1 thru 15-3
Tariff C.A.T.V.	Cable Television Pole Attachment	16-1 thru 16-4
Tariff COGEN/SPP I	Cogeneration and/or Small Power Production - 100 KW or Less	17-1 thru 17-3
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Tariff S.S.C.	System Sales Clause	19-1 thru 19-2
Tariff F.T.	Franchise Tariff	20-1
Tariff T.S.	Temporary Service	21-1
Experimental D.S.M.C.	Demand-Side Management Adjustment Clause	22-1 thru 22-2
Tariff E.S.	Environmental Surcharge	23-1 thru 23-2
Rider T.E.C.	Temporary Emergency Curtailable Service	24-1 thru 24-2
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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 25 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

THE ABOVE TARIFFS ARE APPLICABLE TO THE ENTIRE TERRITORY SERVED BY KENTUCKY POWER COMPANY AS ON FILE WITH THE PUBLIC SERVICE COMMISSION BY: *S. Roman* *Butt*

SECRETARY OF THE COMMISSION

T

<u>TITLE</u>	<u>INDEX</u>	<u>SHEET NO</u>
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Capacity and Energy Emergency Control Program		3-1- thru 3-10
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Tariff R.S.-T.O.D.	Residential Time-of-Day	6-6 thru 6-7
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Tariff M.G.S.	Medium General Service	8-1 thru 8-3
Tariff M.G.S.-T.O.D.	Medium General Service – Time-of-Day	8-4 thru 8-5
Tariff L.G.S.	Large General Service	9-1 thru 9-3
Tariff Q.P.	Quantity Power	10-1 thru 10-3
Tariff C.I.P.-T.O.D.	Commercial and Industrial Power-Time-of-Day	11-1 thru 11-3
Tariff C.S.-I.R.P.	Contract Service-Interruptible Power	12-1 thru 12-3
Tariff M.W.	Municipal Waterworks	13-1 thru 13-2
Tariff O.L.	Outdoor Lighting	14-1 thru 14-3
Tariff S.L.	Street Lighting	15-1 thru 15-3
Tariff C.A.T.V.	Cable Television Pole Attachment	16-1 thru 16-5
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Tariff COGEN/SPP II	Cogeneration and/or Small Power Production – Over 100 KW	18-1 thru 18-3
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(Cont'd on Sheet No. 1-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

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INDEX CONT'D

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Tariff E.C.S.	Emergency Curtailable Service Rider	24-1 thru 24-3	
Tariff P.C.S.	Price Curtailable Service Rider	25-1 thru 25-3	
Tariff N.U.G.	Non-Utility Generator	26-1 thru 26-3	
Tariff N.M.S.	Net Metering Services	27-1 thru 27-6	
Tariff S.I.S.	State Issues Settlement	28-1	(N)
Tariff E.S.	Environmental Surcharge	29-1 thru 29-5	
Tariff N.C.R.	Net Congestion Recovery	30-1	(N)

THE ABOVE TARIFFS ARE APPLICABLE TO THE ENTIRE TERRITORY
 SERVED BY KENTUCKY POWER COMPANY AS ON FILE WITH THE PUBLIC SERVICE COMMISSION
 AT BOYD, BREATHITT, CARTER, CLAY, ELLIOTT, FLOYD, GREENUP, JOHNSON, KNOTT, LAWRENCE, LESLIE,
 LETCHER, LEWIS, MAGOFFIN, MARTIN, MORGAN, OWSLEY, PERRY, PIKE AND ROWAN COUNTIES. (T)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

TERMS AND CONDITIONS OF SERVICE

1. APPLICATION.

A copy of the tariffs and standard terms and conditions under which service is to be rendered to the Customer will be furnished upon request at the Company's office and the Customer shall elect upon which tariff applicable to his service his application shall be based.

A written agreement may be required from each Customer before service will be commenced. A copy of the agreement will be furnished to the Customer upon request.

When the Customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff.

2. INSPECTION.

It is to the interest of the Customer to properly install and maintain his wiring and electrical equipment and he shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefor.

Where a Customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with.

Where a Customer's premises are located outside of an area where inspection service is in effect, the Company may require the delivery by the Customer to the Company of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the wiring system of the Customer and assuming responsibility therefor. No responsibility shall attach to the Company because of any waiver of this requirement.

3. SERVICE CONNECTIONS.

Service connections will be provided in accordance with 807 KAR 5:041, Section 10.

The Customer should in all cases consult the Company before his premises are wired to determine the location of Company's point of service connection.

The Company will, when requested to furnish service, designate the location of its service connection. The Customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the Customer's wiring must extend at least 18 inches beyond the building. Where Customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the Customer's side of the point where the service wires attach to the building.

All inside wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the Customer shall pay the additional cost of same.

(Cont'd on Sheet No. 2-2)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992

ISSUED BY E. K. Wagner Director of Regulatory Affairs Ashland, Kentucky
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE**1. APPLICATION.**

A copy of the tariffs and standard terms and conditions under which service is to be rendered to the Customer will be furnished upon request at the Company's office and the Customer shall elect upon which tariff applicable to his service his application shall be based.

If the Company requires a written agreement from a Customer before service will be commenced, a copy of the agreement will be furnished to the Customer upon request. (T)

When the Customer desires delivery of energy at more than one point, a separate agreement may be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff.

2. INSPECTION.

The Customer is responsible for the proper installation and maintenance of the customers' wiring and electrical equipment and the customer shall at all times be responsible for the character and condition thereof. The Company has no obligation to undertake inspection thereof and in no event shall be responsible therefore. However, the Company may refuse to connect to the customer's system if such connection is deemed unsafe by the Company. (T)

Where a Customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations until the Company has received evidence that the inspection laws or ordinances have been complied with.

Where a Customer's premises are located outside of an area where inspection service is in effect, the Company may require the delivery by the Customer to the Company of an agreement duly signed by the owner and/or tenant of the premises authorizing the connection to the wiring system of the Customer and assuming responsibility therefore. No responsibility shall attach to the Company because of any waiver of this requirement.

3. SERVICE CONNECTIONS.

Service connections will be provided in accordance with 807 KAR 5:041, Section 10.

The Customer should in all cases consult the Company before the Customer's premises are wired to determine the location of Company's point of service connection.

The Company will, when requested to furnish service, designate the location of its service connection. The Customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the Customer's wiring must extend at least 18 inches beyond the building. Where Customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain equipment specified by the Company, the Company may supply or offer to own certain facilities on the Customer's side of the point where the service wires attach to the building.

All inside wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the Customer shall pay the additional cost of same.

(Cont'd on Sheet No. 2-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE

4. DEPOSITS.

The Company may require a minimum cash deposit or other guaranty to secure payment of bills except for customer's qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Upon request from a residential customer the deposit will be returned after 18 months if the customer has established a satisfactory payment record; but commercial deposits will be retained during the entire time that the account remains active.

A. Interest

Interest will be paid on all sums held on deposit at the rate indicated in KRS 278.460. The interest will be applied as a credit to the Customer's bill or will be paid to the Customer on an annual basis. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill on a pro-rated basis.

The Company will not pay interest on deposits after discontinuance of service to the Customer. Retention by the Company, prior to final settlement of any deposit or guaranty is not a payment or part payment of any bill for service. The Company shall have a reasonable time in which to obtain a final reading and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposits.

B. Criteria for Waiver of Deposit Requirement

The Company may waive any deposit requirement based upon the following criteria which shall be considered by the Company cumulatively.

1. Satisfactory payment history.
2. Statement from another utility showing satisfactory payment history.
3. Another customer with satisfactory payment history is willing to sign as a guarantor for an amount equal to the required deposit.
4. Providing evidence of Surety Bond.

C. Method of Determination

1. Calculated Deposits

- a. Residential customers shall pay a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.
- b. Commercial customers shall pay a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the typical bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.

D. Additional Deposit Requirement

If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, the customer may be required to pay a deposit. Factors to be considered when evaluating if a customer fails to maintain a satisfactory payment record include, but are not limited to; integrity of past payments (returned checks), account credit activity, age of arrearage and frequency of late payments, all during a six month period. The customer will receive a message on the bill informing the customer that if the account is not current by the specified date listed on the bill a deposit will be applied to the account the next time the account is billed. If a change in usage or classification of service has occurred, the customer may be required to pay an additional deposit up to 2/12 of the annual usage.

(Cont'd on Sheet No. 2-3)

DATE OF ISSUE April 5, 2002 DATE EFFECTIVE May 5, 2002

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. DEPOSITS.

Prior to providing service or at any time thereafter, the Company may require a cash deposit or other guaranty to secure payment of bills except for customer's qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Upon request from a residential customer the deposit will be returned after 18 months if the customer has established a satisfactory payment record; but commercial deposits will be retained during the entire time that the account remains active.

A. Interest

Interest will be paid on all sums held on deposit at the rate indicated in KRS 278.460. The interest will be applied by the Company as a credit to the Customer's bill or will be paid to the Customer on an annual basis. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill on a pro-rated basis.

The Company will not pay interest on deposits after discontinuance of service to the Customer. Retention of any deposit or guaranty by the Company prior to final settlement is not a payment or part payment of any bill for service. The Company shall have a reasonable time in which to obtain a final reading and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposits.

B. Criteria for Waiver of Deposit Requirement

The Company may waive any deposit requirement based upon the following criteria, which shall be considered by the Company cumulatively.

1. Satisfactory payment history.
2. Statement from another utility showing satisfactory payment history.
3. Another customer with satisfactory payment history is willing to sign as a guarantor for an amount equal to the required deposit.
4. Providing evidence of other collateral acceptable to Company, such as Surety Bond.
5. Checkless Payment Plan (CPP)

C. Method of Determination

1. Calculated Deposits

- a. Deposit amounts paid by residential customers shall not exceed a calculated amount based upon actual usage data of the Customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the Customer's actual or estimated annual bill.
- b. Deposit amounts paid by commercial customers shall not exceed a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the typical bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.

(Cont'd on Sheet No. 2-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order of the Public Service Commission

TERMS AND CONDITIONS OF SERVICE (cont'd)

4. DEPOSITS, (Cont'd.)

E. Recalculation of Customers Deposit

When a deposit is held longer than 18 months, the customer may request that the deposit be recalculated based on the customer's actual usage. If the amount of deposit on the account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

5. PAYMENTS,

Bills will be rendered by the Company to the Customer monthly or in accordance with the tariff selected applicable to the Customer's service.

A. Equal Payment Plan

Residential Customers have the option of paying a fixed amount each month under the Company's Equal Payment Plan. The monthly payment amount will be based on one-twelfth of the Customers estimated annual usage. The payment amount is subject to periodic review and adjustment during the budget year to more accurately reflect actual usage. The normal plan period is 12 months, which may commence in any month.

In the last month of the plan, if the actual usage during the plan period exceeds the amount billed, the Customer will be billed for the balance due. If an overpayment exists, the amount of overpayment will either be refunded to the customer or credited to the last bill of the period. If a customer discontinues service with the company under the equal payment plan, any amounts not yet paid shall become payable immediately.

If a Customer fails to pay bills as rendered under the equal payment plan, the Company reserves the right to revoke the plan, restore the Customer to regular billing and require immediate payment of any deficiency.

B. All Payments

All bills are payable at the business offices or authorized collection agencies of the Company within the time limits specified in the tariff. Failure to receive a bill will not entitle a Customer to any discount or to the remission of any charged for non-payment within the time specified. The word "month" as used herein and in the tariffs is hereby defined to be the elapsed time between 2 successive meter readings approximately 30 days apart. In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the Customer will be billed for the period based on an estimated consumption of energy in a similar period of like use.

The tariffs of the Company are net if the account of the Customer is paid within the time limit specified in the tariff applicable to his service. To discourage delinquency and encourage prompt payment within the specified time limit, certain tariffs contain a delayed payment charge, which may be added in accordance with the tariff under which service is provided. Any one delayed payment charge billed against the Customer for non-payment of bill or any one forfeited discount applied against the Customer for non-payment of bill may be remitted, provided the Customer's previous accounts are paid in full and provided no delayed payment charge or forfeited discount has been remitted under this clause during the preceding 6 months.

Cont'd on Sheet No. 2-4)

TERMS AND CONDITIONS OF SERVICE (Cont'd)

4. DEPOSITS. (Cont'd.)

D. Additional Deposit Requirement

If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, the Customer may be required to pay a deposit. Factors to be considered when evaluating if a Customer fails to maintain a satisfactory payment record include, but are not limited to; integrity of past payments (returned checks), account credit activity, age of arrearage and frequency of late payments, all during a six month period. The Customer will receive a message on the bill informing the Customer that if the account is not current by the specified date listed on the bill a deposit will be applied to the account the next time the account is billed. If a change in usage or classification of service has occurred, the Customer may be required to pay an additional deposit up to 2/12 of the annual usage.

E. Recalculation of Customers Deposit

When a deposit is held longer than 18 months, the Customer may request that the deposit be recalculated based on the Customer's actual usage. If the amount of deposit on the account differs from the recalculated amount by more than \$10.00 for a residential Customer or 10 percent for a non-residential Customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the Customer's bill. No refund will be made if the Customer's bill is delinquent at the time of the recalculation.

5. PAYMENTS.

Bills will be rendered by the Company to the Customer monthly or in accordance with the tariff selected applicable to the Customer's service.

A. Equal Payment Plan

Residential Customers have the option of paying a fixed amount each month under the Company's Equal Payment Plan. The monthly payment amount will be based on one-twelfth of the Customers estimated annual usage. The payment amount is subject to periodic review and adjustment during the budget year to more accurately reflect actual usage. The normal plan period is 12 months, which may commence in any month.

In the last month of the plan, if the actual usage during the plan period exceeds the amount billed, the Customer will be billed for the balance due. If an overpayment exists, the amount of overpayment will either be refunded to the Customer or credited to the last bill of the period. If a Customer discontinues service with the Company under the Equal Payment Plan, any amounts not yet paid shall become payable immediately.

If a Customer fails to pay bills as rendered under the Equal Payment Plan, the Company reserves the right to revoke the plan, restore the Customer to regular billing, require immediate payment of any deficiency, and require a case deposit or other guaranty to secure payment of bills.

B. Average Monthly Payment Plan (AMP)

The Average Monthly Payment Plan (AMP Plan) is available to the following applicable tariffs; R.S.; R.S.-L.M-T.O.D.; R.S.-T.O.D., and S.G.S. When mutually agreeable the AMP Plan may be offered by the Company to Customers serviced under other tariffs.

The AMP Plan is designed to allow the Customer to pay an average amount each month based upon the actual billed amounts during the past twelve (12) months. The average payment amount is based upon the current month's total bill plus the eleven (11) preceding months. That result is divided by the total billing days associated with the billings to determine a per day average. The daily average amount is multiplied by thirty (30) to determine the current month's payment under the AMP Plan. At the next billing period, the oldest month's billing history is removed, the current month's billing is added and the total is again divided by the total billing days associated with the billings to determine a per day average. Again the daily average amount is multiplied by thirty (30) to find the new average payment amount. The average monthly payment amount is calculated each and every month in this manner.

Cont'd on Sheet No. 2-4)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULAROY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order of the Public Service Commission in Case No. 2005

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

6. UNDERGROUND SERVICE.

When a real estate developer desires an underground distribution system within the property which he is developing or when a Customer desires an underground service, the real estate developer or the Customer, as the case may be, shall pay the Company the difference between the anticipated cost of the underground facilities so requested and the cost of the overhead facilities which would ordinarily be installed in accordance with 807 KAR 5:041, Section 21, and the Company's underground service plan as filed with the Public Service Commission. Upon receipt of payment, the Company will install the underground facilities and will own, operate and maintain the same.

7. COMPANY'S LIABILITY.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, or extraordinary repairs.

Unless otherwise provided in a contract between Company and Customer, the point at which service is delivered by Company to Customer, to be known as "delivery point," shall be the point at which the Customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the Customer's use of his equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The Customer shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

8. CUSTOMER'S LIABILITY.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the Customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the Customer.

Customers will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Company installed on the Customer's premises. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company.

The Company shall have the right at all reasonable hours to enter the premises of the Customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the contract for any cause.

(Cont'd on Sheet 2-5)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd)

B. Average Monthly Payment Plan (AMP) (Cont'd)

The difference between the actual billings and the AMP Plan billings will be carried in a deferred balance. Both the debit and credit differences will accumulate in the deferred balance for the duration of the AMP Plan year, which is twelve consecutive billings months. At the end of the AMP Plan year (anniversary month), the current month's billing plus the eleven (11) preceding month's billing is summed and divided by the total billing days associated with the billings to determine a per day average. That result is multiplied by thirty (30) to calculate the AMP Plan's monthly payment amount. In addition, the net accumulated deferred balance is divided by 12. This result is added or subtracted to the calculated average payment amount starting with the next billing of the new AMP plan year and will be used in the average payment amount calculation for the remaining AMP plan year. Settlement occurs only when participation in the AMP Plan is terminated. This happens if any account is final billed, if the customer requests termination, or at the Company's discretion when the customer fails to make two or more consecutive monthly payments on an account by the due date. The deferred balance (debit or credit) is then applied to the billing now due.

In such instances where sufficient billing history is not available, an AMP Plan may be established by using the actual billing history available throughout the first AMP Plan year.

C. All Payments

All bills are payable at the business offices or authorized collection agencies of the Company within the time limits specified in the tariff. Failure to receive a bill will not entitle a Customer to any discount or to the remission of any charges for non-payment within the time specified. The word "month" as used herein and in the tariffs is hereby defined to be the elapsed time between 2 successive meter readings approximately 30 days apart.

In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the Customer will be billed for the period based on an estimated consumption of energy in a similar period of like use.

The tariffs of the Company are net if the account of the Customer is paid within the time limit specified in the tariff applicable to the Customer's service. To discourage delinquency and encourage prompt payment within the specified time limit, certain tariffs contain a delayed payment charge, which may be added in accordance with the tariff under which service is provided. Any one delayed payment charge billed against the Customer for non-payment of bill or any one forfeited discount applied against the Customer for non-payment of bill may be remitted, provided the Customer's previous accounts are paid in full and provided no delayed payment charge or forfeited discount has been remitted under this clause during the preceding 6 months.

6. UNDERGROUND SERVICE.

When a real estate developer desires an underground distribution system within the property which he is developing or when a Customer desires an underground service, the real estate developer or the Customer, as the case may be, shall pay the Company the difference between the anticipated cost of the underground facilities so requested and the cost of the overhead facilities which would ordinarily be installed in accordance with 807 KAR 5:041, Section 21, and the Company's underground service plan as filed with the Public Service Commission. Upon receipt of payment, the Company will install the underground facilities and will own, operate and maintain the same.

7. COMPANY'S LIABILITY.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an event of Force Majeure. Force Majeure consists of an event or circumstance which prevents Company from providing service, which event or circumstance was not anticipated, which is not in the reasonable control of, or the result of negligence of, the Company, and which, by the exercise of due diligence, Company is unable to overcome or avoid or causes to be avoided. Force Majeure events includes act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, or extraordinary repairs.

(Cont'd on Sheet 2-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued authority of an Order of Public Service Commission in Case No. 2005- dated

(N)
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TERMS AND CONDITIONS OF SERVICE (Cont'd)

9. EXTENSION OF SERVICE.

The electric facilities of the Company shall be extended or expanded to supply electric service to all residential Customers and small commercial Customers which require single phase line where the installed transformer capacity does not exceed 25 KVA in accordance with 807 KAR 5:041, Section 11.

The electric facilities of the Company shall be extended or expanded to supply electric service to Customer's other than those named in the above paragraph when the estimated revenue is sufficient to justify the estimated cost of making such extensions or expansions as set forth below.

For service to be delivered to Commercial, Industrial, Mining and multiple housing project Customers up to and including estimated demands of 500 KW requiring new facilities, the Company will: (a) where the estimated revenue for one year exceeds the estimated installed cost of new local facilities required, provide service at no cost to the Customer; (b) where the estimated revenue for one year is less than the installed cost of new local facilities required, the Customer will be required to pay a contribution in aid of construction equal to the difference between the installed cost of the new facilities required to serve the load and the estimated revenue for one year; (c) where the Company has reason to question the financial stability of the Customer and/or the life of the operation is uncertain or temporary in nature, such as construction projects, oil and gas well drilling, sawmills and mining operations, the Customer shall pay a contribution in aid of construction, consisting of the estimated labor cost to install and remove the facilities required plus the cost of unsalvageable material, before the facilities are installed.

For service to be delivered to Customers with demand levels higher than those specified above, the annual cost to serve the Customer's requirements shall be compared with the estimated revenue for one year to determine if a contribution in aid of construction, and/or a special minimum and/or other arrangement may be necessary. The annual cost to service shall be the sum of the following components:

1. The annual fixed costs of the generation, transmission and distribution facilities related to the Customer's requirements. These fixed costs will be calculated at 21.95% of the value to be based on the year-end embedded investment depreciated in all similar facilities of the Company.
2. The annual energy costs based on the latest available production costs related to the Customer's estimated annual energy use requirements.
3. The annual fixed costs of the new local facilities necessary to provide the service requested calculated at 21.95% of the installed cost of such facilities.

If the estimated revenue for one year is greater than the cost to serve as described herein, the Company may provide service at no cost to the Customer. If the estimated revenue for one year is less than the cost to serve as described herein, the Company will require the Customer to pay a contribution in aid of construction equal to the difference between the annual cost to serve as calculated and the estimated revenue for one year divided by 21.95%, but in no case to exceed the installed cost of the new facilities required. If, however, the annual cost to serve excluding the cost of new facilities paid for by the Customer, exceeds the estimated revenue for one year, the Company, will, in addition to a contribution in aid of construction, require a special minimum or other arrangement to compensate the Company for such deficiency in revenue.

Except where service is rendered in accordance with 807 KAR 5:041, Section 11, as described herein, the Company may require the Customer to execute an Advance and Refund Agreement where there may be question as to longevity of the service or the estimated energy use and demand requirements provided by the Customer. Under the Advance and Refund Agreement, the Customer shall pay the Company the estimated total installed cost of the required new facilities which advance could be refunded over a five year period under certain conditions. Over the five year period the Customer's electric bill would be credited each month up to the amount of 1/60th of the total amount advanced. Such credit shall be applied only to that portion of the Customer's bill which exceeds a specified minimum. A minimum before refund shall be established as the greater of: (1) the minimum as described under the applicable tariff or (2) the amount representing 1/12th of the calculated annual cost to serve as described herein. In the event the Customer's monthly bill in any month does not exceed such minimum by an amount equal to 1/60th of the amount advanced, the difference between 1/60th of the amount advanced and the amount, if any, actually credited to the Customer's bill shall be designated as "accrued credit" and applied to future monthly bills as credit where such monthly bills exceed the established minimum by more than 1/60th of the amount advanced.

(Cont'd on Sheet No. 2-6)

DATE OF ISSUE	<u>January 30, 1996</u>	DATE EFFECTIVE	<u>February 26, 1992</u>
ISSUED BY	<u>E. K. WAGNER</u>	DIRECTOR OF REGULATORY AFFAIRS	<u>ASHLAND KENTUCKY</u>
	NAME	TITLE	ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd)

7. COMPANY'S LIABILITY (Cont'd)

Unless otherwise provided in a contract between Company and Customer, the point at which service is delivered by Company to Customer, to be known as "delivery point," shall be the point at which the Customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the Customer's use of their equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The Customer shall provide and maintain suitable protective devices on their equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus, which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

8. CUSTOMER'S LIABILITY.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the Customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the Customer.

Customers will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Company installed on the Customer's premises. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus, which shall be the property of the Company.

The Company shall have the right at all reasonable hours to enter the premises of the Customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the contract for any cause.

9. EXTENSION OF SERVICE

The electric facilities of the Company shall be extended or expanded to supply electric service to all residential Customers and small commercial Customers which require single phase line where the installed transformer capacity does not exceed 25 KVA in accordance with 807 KAR 5:041, Section 11.

The electric facilities of the Company shall be extended or expanded to supply electric service to Customer's other than those named in the above paragraph when the estimated revenue is sufficient to justify the estimated cost of making such extensions or expansions as set forth below.

For service to be delivered to Commercial, Industrial, Mining and multiple housing project Customers up to and including estimated demands of 500 KW requiring new facilities, the Company will: (a) where the estimated revenue for one year exceeds the estimated installed cost of new local facilities required, provide such new facilities at no cost to the Customer; (b) where the estimated revenue for one year is less than the installed cost of new local facilities required, the Customer will be required to pay a contribution in aid of construction equal to the difference between the installed cost of the new facilities required to serve the load and the estimated revenue for one year; (c) if the Company has reason to question the financial stability of the Customer and/or the life of the operation is uncertain or temporary in nature, such as construction projects, oil and gas well drilling, sawmills and mining operations, the Customer shall pay a contribution in aid of construction, consisting of the estimated labor cost to install and remove the facilities required plus the cost of unsalvageable material, before the facilities are installed.

(Cont'd on Sheet No. 2-6)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission

TERMS AND CONDITIONS OF SERVICE (Cont'd)

10. EXTENSION OF SERVICE TO MOBILE HOME.

The electrical facilities of the Company will be extended or expanded to supply electric service to mobile homes in accordance with 807 KAR 5:041, Section 12.

11. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT.

The Company shall have the right to construct its poles, lines and circuits on the property, and to place its transformers and other apparatus on the property or within the building of the Customer, at a point or points convenient for such purposes, as required to serve such Customer, and the Customer shall provide suitable space for the installation of necessary measuring instruments so that the latter may be protected from injury by the elements or through the negligence or deliberate acts of the Customer or of any employee of the same.

12. BILLING FORM.

Pursuant to 807 KAR 5:006, Section 6(3) copies of the billing forms used by the Company is shown on Sheet Nos. 2-9, 2-10 and 2-11.

13. RATE SCHEDULE SELECTION.

When more than one rate schedule is available for the service requested, Customer shall designate the rate schedule on which the application or contract shall be based. Company will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Company does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.

Customer may change his initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made. In no case will the Company refund any monetary difference between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

14. MONITORING USAGE.

At least once annually the Company will monitor the usage of each customer according to the following procedure:

1. The customer's monthly usage will be compared with the usage of the corresponding period of the previous year.
2. If the monthly usage for the two periods are substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all customers, no further review will be made.
3. If the monthly usage is not substantially the same and cannot be attributed to a readily identified common cause, the Company will compare the customers monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.
4. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, the Company will contact the Customer to determine whether there have been changes that explain the increased or decreased usage.
5. Where the deviation is not otherwise explained, the Company will test the Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.
6. The Company will notify the customers of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading, billing processes, or customer inquiry

(Cont'd on Sheet No. 2-7)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992
ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Regulation 807KAR5:006 effective February 26, 1992

TERMS AND CONDITIONS OF SERVICE (Cont'd)

9. EXTENSION OF SERVICE (Cont'd)

For service to be delivered to Customers with demand levels higher than those specified above, the annual cost to serve the Customer's requirements shall be compared with the estimated revenue for one year to determine if a contribution in aid of construction, and/or a special minimum and/or other arrangement may be necessary. The annual cost to service shall be the sum of the following components:

1. The annual fixed costs of the generation, transmission and distribution facilities related to the Customer's requirements. These fixed costs will be calculated at 21.95% of the value to be based on the year-end embedded investment depreciated in all similar facilities of the Company.
2. The annual energy costs based on the latest available production costs related to the Customer's estimated annual energy use requirements.
3. The annual fixed costs of the new local facilities necessary to provide the service requested calculated at 21.95% of the installed cost of such facilities.

If the estimated revenue for one year is greater than the cost to serve as described herein, the Company may provide any new local facilities required at no cost to the Customer. If the estimated revenue for one year is less than the cost to serve as described herein, the Company will require the Customer to pay a contribution in aid of construction equal to the difference between the annual cost to serve as calculated and the estimated revenue for one year divided by 21.95%, but in no case to exceed the installed cost of the new facilities required. If, however, the annual cost to serve excluding the cost of new facilities paid for by the Customer, exceeds the estimated revenue for one year, the Company, will, in addition to a contribution in aid of construction, require a special minimum or other arrangement to compensate the Company for such deficiency in revenue.

(T)

Except where service is rendered in accordance with 807 KAR 5:041, Section 11, as described herein, the Company may require the Customer to execute an Advance and Refund Agreement where the Company reasonably questions the longevity of the service or the estimated energy use and demand requirements provided by the Customer. Under the Advance and Refund Agreement, the Customer shall pay the Company the estimated total installed cost of the required new facilities which advance could be refunded over a five-year period under certain conditions. Over the five year period the Customer's electric bill would be credited each month up to the amount of 1/60th of the total amount advanced. Such credit shall be applied only to that portion of the Customer's bill, which exceeds a specified minimum. The specified minimum before refund shall be established as the greater of: (1) the minimum as described under the applicable tariff or (2) the amount representing 1/12th of the calculated annual cost to serve as described herein. In the event the Customer's monthly bill in any month does not exceed such minimum by an amount equal to 1/60th of the amount advanced, the difference between 1/60th of the amount advanced and the amount, if any, actually credited to the Customer's bill shall be designated as "accrued credit" and applied to future monthly bills over the balance of the 5 year period as credit where such monthly bills exceed the established minimum by more than 1/60th of the amount advanced.

(T)

10. EXTENSION OF SERVICE TO MOBILE HOME.

The electrical facilities of the Company will be extended or expanded to supply electric service to mobile homes in accordance with 807 KAR 5:041, Section 12.

11. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT.

The Company shall have the right to construct its poles, lines and circuits on the property, and to place its transformers and other apparatus on the property or within the building of the Customer, at a point or points convenient for such purposes, as required to serve such Customer, and the Customer shall provide suitable space for the installation of necessary measuring instruments so that the latter may be protected from injury by the elements or through the negligence or deliberate acts of the Customer or of any employee of the same.

(Cont'd on Sheet No. 2-7)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of the Public Service Commission

TERMS AND CONDITIONS OF SERVICE (Cont'd)

15. USE OF ENERGY BY CUSTOMER.

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided herein.

With particular reference to power Customers it shall be understood that upon the expiration of a contract the Customer may elect to renew the contract upon the same or another tariff published by the Company available in the division in which the Customer resides or operates and applicable to the Customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other Customers receiving electrical supply under the terms of the tariff elected by the Customer.

The service connections, transformers, meters and appliances supplied by the Company for each Customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The Customer shall install only motors, apparatus or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures or other facilities without the express written consent of the Company.

All apparatus used by the Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company. The Customer agrees to notify the Company of any increase or decrease in his connected load.

The Company will not supply service to Customers who have other sources of electrical energy supply except under tariffs which specifically provide for same.

The Customer shall not be permitted to operate his own generating equipment in parallel with the Company's service except on written permission of the Company.

Resale of energy will be permitted only by written consent by the Company.

16. RESIDENTIAL SERVICE.

Individual residences shall be served individually with the single phase service under the appropriate residential service tariff. Customer may not take service for 2 or more separate residences through a single point of delivery under any tariff. Exclusions may be allowed pursuant to 807 KAR 5:046 (Prohibition of master metering).

The residential service tariff shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional or gainful purposes or which requires three phase service or which requires service to motors in excess of 10 HP each. Under these circumstances, Customer shall have the choice: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential service tariff and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service tariff; or (2) of taking the entire service under the appropriate general service tariff.

Detached building or buildings, actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the Customer's residence wiring through the residence meter.

(Cont'd on Sheet No. 2-8)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd)

12. BILLING FORM.

Pursuant to 807 KAR 5:006, Section 6(3) copies of the billing forms used by the Company are shown on Sheet Nos. 2-11, 2-12 and 2-13.

13. RATE SCHEDULE SELECTION.

The Company will explain to the Customer, at the beginning of service or upon request the Company's rates available to the Customer. Company will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Company does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.

Customer may change their initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made. In no case will the Company refund any monetary difference between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

14. MONITORING USAGE.

At least once annually the Company will monitor the usage of each customer according to the following procedure:

1. The Customer's monthly usage will be compared with the usage of the corresponding period of the previous year.
2. If the monthly usage for the two periods are substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all customers, no further review will be made.
3. If the monthly usage is not substantially the same and cannot be attributed to a readily identified common cause, the Company will compare the Customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.
4. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, the Company will contact the Customer to determine whether there have been changes that explain the increased or decreased usage.
5. Where the deviation is not otherwise explained, the Company will test the Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.
6. The Company will notify the customers of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading, billing processes, or customer inquiry.

(Cont'd on Sheet No. 2-8)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TERMS AND CONDITIONS OF SERVICE (Cont'd)

17. DENIAL OR DISCONTINUANCE OF SERVICE.

The Company reserves the right to refuse to serve any applicant for service or to discontinue to serve any Customer if the applicant or Customer is indebted to the Company for any service theretofore rendered at any location; provided however, the Customer shall be notified in writing in accordance with 807 KAR 5:006, Section 14, before disconnection of service.

The Company reserves the right to discontinue to serve any Customer for failure to provide and maintain adequate security for the payment of bills as requested by the Company, for failure to comply with these terms and conditions or to prevent fraud upon the Company.

Any discontinuance of service shall not terminate the contract between the Company and the Customer nor shall it abrogate any minimum charge which may be effective.

18. EMPLOYEES' DISCOUNT.

Regular employees who have been in the Company's employ for 6 months or more may, at the discretion of the Company, receive a reduction in their residence electric bills for the premises occupied by the employee.

19. SPECIAL CHARGES.

A. Reconnection and Disconnect Charges

In cases where the Company has discontinued service as herein provided for, the Company reserves the right to take a reconnection charge pursuant to 807 KAR 5:006, Section 8 (3)(b), payable in advance, in accordance with the following schedule. However, those customers qualifying for Winter Hardship Reconnection under Section 15 shall be exempt from the reconnect charges.

- 1. Reconnect for nonpayment during regular hours.....\$9.00
- 2. Reconnect for nonpayment when work continues into overtime
At the end of the day (No "Call Out" required)..... \$12.00
- 3. Reconnect for nonpayment when a "Call Out" is required
(A "Call Out" is when an employee must be called in to work
On an overtime basis to make the reconnect trip)..... \$25.00
- 4. Reconnect for nonpayment when double time is required
(Sunday and Holiday)..... \$31.00
- 5. Termination or field collection trip..... \$ 6.00

The reconnection charge for all Customers where service has been disconnected for fraudulent use of Electricity will be the actual cost of the reconnection

B. Returned Check Charge

In cases where a customer pays by check, which is later returned as unpaid by the bank for any reason, the Customer will be charge a fee of \$5.00 to cover the handling costs.

C. Meter Test Charge

Where test of a meter is made upon written request of the Customer pursuant to 807 KAR 5:006, Section 18, the

(Cont'd on Sheet No. 2-9)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd)

15. USE OF ENERGY BY CUSTOMER

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided herein.

Upon the expiration of an electric service contract, if required by the terms of the tariff, the Customer may elect to renew the contract upon the same or another tariff published by the Company available to the Customer and applicable to the Customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment different from or in addition to that generally furnished to other Customers receiving electrical supply under the terms of the tariff elected by the Customer.

(T)

The service connections, transformers, meters and appliances supplied by the Company for each Customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The Customer shall install only motors, apparatus or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric energy must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, cross arms, structures or other facilities without the express written consent of the Company.

All apparatus used by the Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company. The Customer agrees to notify the Company of any increase or decrease in his connected load.

The Company will not supply service to Customers who have other sources of electrical energy supply except under tariffs, which specifically provide for same.

The Customer shall not be permitted to operate generating equipment in parallel with the Company's service except with express written consent of the Company.

(T)

Resale of energy will be permitted only with express written consent by the Company.

16. RESIDENTIAL SERVICE.

Individual residences shall be served individually with single-phase service under the applicable residential service tariff. Customer may not take service for 2 or more separate residences through a single point of delivery under any tariff. Exclusions may be allowed pursuant to 807 KAR 5:046 (Prohibition of master metering).

The residential service tariff shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional or gainful purposes, which requires three phase service or which requires service to motors in excess of 10 HP each. Under these circumstances, Customer shall have the choice of: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential service tariff and the other uses as enumerated above are served through a separate meter or meters under the applicable general service tariff; or (2) taking the entire service under the applicable general service tariff.

Detached building or buildings, actually appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the Customer's residence wiring through the residence meter and under the applicable residential service tariff.

(Cont'd on Sheet No. 2-9)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Customer will be charged \$10.00 if such tests shows that the meter was not more than two percent (2%) fast.

D. Work Performed on Company's Facilities at Customer's Request

Whenever, at the request and for the benefit of the customer, work is performed on the Company's facilities, including the relocation, covering or replacement of the Company's facilities, the customer shall pay to the Company in advance the estimated total cost of such work. This cost shall be itemized by major categories and shall include the Company's overheads and shall be credited with the net value of any salvageable material. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the customer.

Reasonable notice of not less than three working days shall be given to the Company for all requested work except for the covering of the Company's lines. Notice of any request for the Company to cover its lines shall be given at least two days in advance. The Company will use its best efforts to comply with all timely requests, but work may be delayed because of demands on the Company's personnel and equipment.

If the cost, as calculated above, is \$500 or less, no charge will be imposed for covering the Company's distribution facilities. The customer shall pay the Company, in advance, all estimated costs greater than \$500. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the customer.

DATE OF ISSUE June 19, 1998 DATE EFFECTIVE July 19, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission July 19, 1998

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TERMS AND CONDITIONS OF SERVICE (Cont'd)

17. DENIAL OR DISCONTINUANCE OF SERVICE.

The Company reserves the right to refuse to serve any applicant for service or to discontinue to serve any Customer if the applicant or Customer is indebted to the Company for any service theretofore rendered at any location; provided however, the Customer shall be notified in writing in accordance with 807 KAR 5:006, Section 14, before disconnection of service.

The Company reserves the right to discontinue to serve any Customer for failure to provide and maintain adequate security for the payment of bills as requested by the Company, for failure to comply with these terms and conditions or to prevent fraud upon the Company.

Any discontinuance of service shall not terminate the contract for electric service between the Company and the Customer nor shall it abrogate any minimum charge, which may be effective.

18. EMPLOYEES' DISCOUNT.

Regular employees who have been in the Company's employ for 6 months or more may, at the discretion of the Company, receive a reduction in their residence electric bills for the premises occupied by the employee.

19. SPECIAL CHARGES.

A. Reconnection and Disconnect Charges

In cases where the Company has discontinued service as herein provided for, the Company reserves the right to assess a reconnection charge pursuant to 807 KAR 5:006, Section 8 (3)(b), payable in advance, in accordance with the following schedule. However, those Customers qualifying for Winter Hardship Reconnection under 807KAR5:006 Section 15 shall be exempt from the reconnect charges.

- 1. Reconnect for nonpayment during regular hours.....\$38.00 (I)
- 2. Reconnect for nonpayment when work continues into overtime
At the end of the day (No "Call Out" required).....\$42.00 (I)
- 3. Reconnect for nonpayment when a "Call Out" is required
(A "Call Out" is when an employee must be called in to work
on an overtime basis to make the reconnect trip).....\$76.00 (I)
- 4. Reconnect for nonpayment when double time is required
(Sunday and Holiday)..... \$100.00 (I)
- 5. Termination or field trip..... \$ 23.00 (I)

The reconnection charge for all Customers where service has been disconnected for fraudulent use of electricity will be the actual cost of the reconnection.

(Cont'd on Sheet No. 2-10)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TERMS AND CONDITIONS OF SERVICE (Cont'd)

19. SPECIAL CHARGES (Cont'd).

B. Returned Check Charge

In cases where a customer pays by check, which is later returned as unpaid by the bank for any reason, the Customer will be charge a fee of \$7.00 to cover the handling costs.

(I)

C. Meter Test Charge

Where test of a meter is made upon written request of the Customer pursuant to 807 KAR 5:006, Section 18, the Customer will be charged \$69.00 if such tests shows that the meter was not more than two percent (2%) fast.

(I)

D. Work Performed on Company's Facilities at Customer's Request

Whenever, at the request and for the benefit of the Customer, work is performed on the Company's facilities, including the relocation, or replacement of the Company's facilities, the Customer shall pay to the Company in advance of the Company undertaking the work the estimated total cost of such work. This cost shall be itemized by major categories and shall include the Company's overheads and shall be credited with the net value of any salvageable material. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the Customer.

Reasonable notice of not less than three working days shall be given to the Company for all requested work except for the covering of the Company's lines. Notice of any request for the Company to cover its lines shall be given at least two days in advance. The Company will endeavor to comply with all timely requests, but work may be delayed because of demands on the Company's personnel and equipment.

If the cost, as calculated above, is \$500 or less for covering the Company's distribution facilities no charge will be imposed. All costs in excess of \$500 for covering the Company's distribution facilities, shall be paid by the Customer, in advance of the Company undertaking the work. The actual cost for the work performed shall be calculated at the completion of the work and the appropriate charge or refund will be made to the customer.

(T)

(Cont'd on Sheet No. 2-11)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TERMS AND CONDITIONS OF SERVICE (Cont'd.)

Residential and Small Commercial Bill Form

AEP AMERICAN ELECTRIC POWER
1791 CENTRAL AVE
PO BOX 1428
ASHLAND, KY 41105-1428
CYC

Total Amount Due \$
Due , Add \$ After

Make Check Payable To:

8000-1

|||||

CYC
AMERICAN ELECTRIC POWER
PO BOX 9000
ASHLAND, KY 41105-9000
|||||

000005767000006055010000000000369700647824012202017010118

Wintercare Donation
\$

5767

Please tear on dotted line and return top portion with your payment

PM

SERVICE AT:

Questions About Bill
or Service, Call:
1-800-572-1113

Account Number

Billing Date

PREVIOUS CHARGES:

Total Amount Due at Last Billing
Payment - Thank You
Previous Balance

Account Balance	Amount Due
\$	
\$	CR \$.00

NEW CHARGES:

Tariff 015 - RESIDENTIAL SERVICE
Rate Billing
Fuel Adj @
DSM Adj @
School Tax

- Per KWH
Per KWH

Current Electric Due

Total Amount Due \$
Due , Add \$ After

\$ Is your average daily cost for current electric service

USAGE:

Meter Number	Service Period From	To	Meter Reading Prev CD	Pres CD	Multiplier	Metered Usage

CD - Read Code: A = Actual Reading

Billing Days

Next Read Date

MESSAGES:

Your account number has changed. Your previous account number was

Neighbors Helping Neighbors - Won't you join us as a partner in the Wintercare Energy Fund? Your donation helps pay the heating bills of low income customers. Please show the amount you want to give in the Wintercare Donation box above, and add it to the Total Amount Due on this bill. Together we can make a difference.

Please Note - There is an additional line item on this bill for Demand - Side Management (DSM) cost. See enclosed insert.

AEP AMERICAN ELECTRIC POWER

Rates available on request

See other side for important information

Kentucky Power Company is authorized to transact business in Kentucky as American Electric Power

(Cont'd. On Sheet 2-11)

DATE OF ISSUE January 30, 1996

DATE EFFECTIVE March 1, 1996

ISSUED BY *E. K. Wagner*
E. K. WAGNER

DIRECTOR OF RATES

ASHLAND, KENTUCKY

NAME

TITLE

ADDRESS

Issued pursuant to Public Service Commission Regulation 807KAR5:006 effective February 26, 1992

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Residential and Small Commercial Bill Form

KENTUCKY POWER
A unit of American Electric Power

Send Inquiries To:
PO BOX 24401
CANTON, OH 44701-4401
039-999-999-9-9 CYC 19

Total Amount Due: \$ XXXXX
Due Date: June 10; Add \$XXX After June 24

Amount Enclosed: _____

Make Check Payable and Send To:
039-999-999-9-9 CYC 19
KENTUCKY POWER COMPANY
P.O. BOX 24417
CANTON OHIO 44701-4417

KPCO Consumer
123 ANY ADDRESS
AEP CITY, KY 99999-9999

0000064900000649000000000039999999922021403018103805

Please tear on dotted line and return top portion with your payment

SERVICE AT: KPCO Consumer, 123 ANY ADDRESS, AEP CITY, KY 99999-9999

Questions About Bill or Service: Call 1-800-572-1113
Pay by Phone 1-877-306-8280

Account Number: 039-999-999-9-9
Bill Date: 05/25/05
Page 1 of 1

	Account Balance	Amount Due
Total Amount Due at Last Billing	\$ XXX.XX	
Payment 05/05/05 - Thank You	XXX.XX CR	
Previous Balance	\$ XXX.XX	\$ XXX.XX

CURRENT KPCO CHARGES (1-800-572-1113):
05/25/05 Tariff 015 - RESIDENTIAL SERVICE

Rate Billing	\$ XXX.XX	
Fuel Adj @ 0.0XXXXXX Per KWH	X.XX	
DSM Adj @ 0.0XXXXXX Per KWH	XXX.XX	
Net Merger Cr @ 0.0XXXXXX Per KWH	X.XX	
State Issues Settlement @ 0.0XXXXXX Per KWH	X.XX	
Environmental Adj XXXXXXXXX%	X.XX	
School Tax	X.XX	
Current Electric Due	\$ XXX.XX	\$ XXX.XX

Total Amount Due: \$ XXXXX
Due Date: June 10; Add \$XXX After June 24

Average energy cost per KWH = \$X.XX

USAGE:

Meter Number	Service Period			Meter Reading			Multiplier	Metered Usage
	From	To	Prev	CD	Pres	CD		
99999999	4/26/2005	5/25/2005	76755	A	77501	A	1.0000	746 KWH

CD - Read Code: A= Actual Reading
29 Billing Days
Next Reading Date 06/24/05

KPCO MESSAGES:
You may view detail rate information online at <http://www.aepcustomer.com/tariffs/default.htm>.
Visit us at www.KentuckyPower.com

KENTUCKY POWER
A unit of American Electric Power

Rates Available on Request
See other side for

(Cont'd on Sheet No. 2-12)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 1

AEP AMERICAN ELECTRIC POWER
1791 CENTRAL AVE
PO BOX 1428
ASHLAND, KY 41105-1428
CYC

Total Amount Due \$
Due , Add \$ After This Date

7799-1
|||||

Make Check Payable To:
CYC
AMERICAN ELECTRIC POWER
PO BOX 9000
ASHLAND, KY 41105-9000
|||||

005191043005316746010000000000372000062327111312019010112

WinterCare Donation
\$ 2514097

Please tear on dotted line and return top portion with your payment

SERVICE AT:

Questions About Bill
or Service, Call:

Account Number

1-800-572-1113

Billing Date
Page 1 of 2

PREVIOUS CHARGES:

	Account Balance	Amount Due
Total Amount Due at Last Billing	\$	
Late Payment Charge	\$	\$
Previous Balance	\$	\$

NEW CHARGES:

Tariff 359 - QUANTITY POWER		
Rate Billing	\$	
Fuel Adj @ Per KWH		
School Tax		
State Sales Tax		
Current Electric Due	\$	\$

Total Amount Due \$
Due , Add \$ After This Date

Average energy cost per KWH = cents

USAGE:

Meter Number	Service Period		Meter Reading		Multiplier	Metered Usage
	From	To	Prev CD	Pres CD		
			A	A		KWH
				A		KW On-Pk
				A		KW Off-Pk
				A		KVAR

CD - Read Code: A = Actual Reading

Billing Days

Next Read Date

AEP AMERICAN ELECTRIC POWER

Rates available on request

See other side for important information

Kentucky Power Company is authorized to transact business in Kentucky as American Electric Power

(Cont'd on Sheet No. 2-12)

DATE OF ISSUE January 30, 1996

DATE EFFECTIVE ~~March 1, 1996~~

ISSUED BY *E. K. Wagner*
E. K. WAGNER
NAME

DIRECTOR OF RATES
TITLE

ASHLAND, KENTUCKY
ADDRESS

Issued pursuant to Public Service Commission Regulation 807KAR5:006 effective February 26, 1992

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 1

AEP KENTUCKY POWER
A unit of American Electric Power

Send Inquiries To:
PO BOX 24401
CANTON, OH 44701-4401
039-999-999-9-9 CYC 01

Total Amount Due: \$ XXXXX
Due Date: June 16; Add \$ XXXXX After This Date

Amount Enclosed: _____

Make Check Payable and Send To:
039-999-999-9-9 CYC 01
KENTUCKY POWER COMPANY
P.O. BOX 24417
CANTON OHIO 44701-4417

KPCO Consumer
123 ANY ADDRESS
AEP CITY, KY 99999-9999

000006490000064900000000000399999999922021403018103805

Please tear on dotted line and return top portion with your payment

SERVICE ADDRESS:
KPCO Consumer
123 ANY ADDRESS
AEP CITY, KY 99999-9999

Questions About Bill:
400-572-1173
Pay by Phone: 877-300-9290

Account Number
039-999-999-9-9

PREVIOUS CHARGES

	Account Balance	Amount Due
Total Amount Due at Last Billing	\$ XXXXX	
Payment 05/17/05 - Thank You	XXX.XX CR	
Previous Balance	\$ XXXXX	\$ XXXX.XX

CURRENT KPCO CHARGES (1-888-710-4237):

04/29/04 Tariff 240 - LARGE GENERAL SERVICE

Rate Billing	\$ XXXX.XX	
Fuel Adj @ 0.0XXXXXX Per KWH	XXX.XX	
Net Merger Cr @ 0.0XXXXXX Per KWH	XX.XX	
State Issues Settlement @ 0.0XXXXXX Per KWH	XX.XX	
Environmental Adj XXXXXXXXX%	XXX.XX	
School Tax	XX.XX	
State Sales Tax	XXX.XX	
Current Electric Due	\$ XXXXX	\$ XXXX.XX

Total Amount Due: \$ XXXXX
Due Date: June 16; Add \$ XXXXX After This Date

Average energy cost per KWH = \$x.xx

USAGE:

Meter Number	Service Period			Meter Reading			Multiplier	Metered Usage
	From	To	Prev	CD	Pres	CD		
99999999	4/29/2005	5/31/2005	XXXXX	A	XXXXX	A	XXX.XXXX	XXXXX KWH
99999999	4/29/2005	5/31/2005		A	XXXXX	A	XXX.XXXX	XXX.XX KW
99999999	4/29/2005	05/31/05	XXXXX	A	XXXXX	A	XXX.XXXX	XXXXX KVARH

CD - Read Code: A= Actual Reading 32 Billing Days Next Reading Date 06/29/05

AEP KENTUCKY POWER
A unit of American Electric Power

Rates Available on Request See other side for important information

(Cont'd on Sheet No. 2-13)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005 dated

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 2

AEP AMERICAN ELECTRIC POWER
1701 CENTRAL AVE
PO BOX 1428
ASHLAND, KY 41105-1428

7799-1

SERVICE AT: 	Questions About Bill or Service, Call: 1-800-572-1113	Account Number
		Billing Date Page 2 of 2

Please return the payment stub on Page 1 with your payment.

ADJUSTED USAGE

Metered Usage	Power Factor	Power Factor Constant	Comp Meter Multiplier	Billing Usage		
				KWH	KW On-Pk	KW Off-Pk KVAR
Contract Capacity =		High Prev Demand =		On-Pk	Off-Pk	

MESSAGES:

Your account number has changed. Your previous account number was

Neighbors Helping Neighbors - Won't you join us as a partner in the Wintercare Energy Fund? Your donation helps pay the heating bills of low income customers. Please show the amount you want to give in the Wintercare Donation box above, and add it to the Total Amount Due on this bill. Together we can make a difference.

To avoid unnecessary delays in crediting your electric payment, please do not paper clip or staple your check to the bill payment stub.

AEP AMERICAN ELECTRIC POWER

Rates available on request

See other side for important information

Kentucky Power Company is authorized to transact business in Kentucky as American Electric Power


DATE OF ISSUE January 30, 1996 DATE EFFECTIVE March 1, 1996

ISSUED BY E. K. Wagner NAME E. K. WAGNER DIRECTOR OF RATES TITLE ASHLAND, KENTUCKY ADDRESS

Issued pursuant to Public Service Commission Regulation 807KAR5:006 effective February 26, 1992

TERMS AND CONDITIONS OF SERVICE (Cont'd)

Large Commercial and Industrial Bill Form - Page 2



AEP KENTUCKY POWER
A unit of American Electric Power

Send Inquiries To:
PO BOX 24401
CANTON, OH 44701-4401
039-999-999-9 CVC 01

Questions About Bill
or Service Call
800-572-1113
Pay by Phone
627-306-9280

Account Number
039-999-999-9-9

Service At: KPCO CONSUMER
METER ADDRESS
AEP CITY, KY 99999-9999


Bill Date: 05/31/05
Page 2 of 2

Please return the payment stub on Page 1 with your payment.

ADJUSTED USAGE

Metered Usage	Power Factor	Constant	Comp Meter Multiplier	Billing Usage
				XXXXX KWH
				XXXXX KW
				XXXXX KVARH
Contract Capacity =	XXX.X		High Prev Demand =	On-Pk Off-Pk

KPCO MESSAGES:
You may view detail rate information online at <http://www.aepcustomer.com/tariffs/default.htm>.
Visit us at www.KentuckyPower.com



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Rates Available
on Requests

See other side for
important information

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of: _____

CAPACITY AND ENERGY CONTROL PROGRAM

The Company's Capacity and Energy Control Program consists of:

- I. Procedures During Declining System Frequency
- II. Capacity Deficiency Program
- III. Energy Emergency Control Program

A copy of the Company's Emergency Operating Plan was filed with the Kentucky Public Service Commission on July 26, 2001 in Administrative Case No. 353 in compliance with the Commission's Order dated January 20, 1995.

I. PROCEDURES DURING DECLINING SYSTEM FREQUENCYA. INTRODUCTION

Precautionary procedures are required to meet emergency conditions such as system separation and operation at subnormal frequency. In addition, the coordination of these emergency procedures with neighboring companies is essential. The AEP program, which is in accordance with ECAR Document 3, is noted below.

B. PROCEDURES

1. From 59.8 – 60.2 Hz to the extent practicable utilize all operating and emergency reserves. The manner of utilization of these reserves will depend greatly on the behavior of the System during the emergency. For rapid frequency decline, only that capacity on-line and automatically responsive to frequency (spinning reserve), and such items as interconnection assistance and load reductions by automatic means are of assistance in arresting the decline in frequency.

If the frequency decline is gradual, the Generation/Production Optimization Group, particularly in the deficient area, should invoke non-automatic procedures involving operating and emergency reserves. These efforts should continue until the frequency decline is arrested or until automatic load-shedding devices operate at subnormal frequencies.

2. At 59.8 Hz
 - a. Suspend Automatic Generation Control (AGC)
 - b. Notify Interruptible Customers to drop load
3. At 59.5 Hz automatically shed 3-1/3% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
4. At 59.4 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
5. At 59.3 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
6. At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
7. At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
8. At 58.9 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action. (25 cycle, .42 sec. delay)
9. At 58.2 Hz automatically trip the D.C. Cook Nuclear Units 1 and 2.
10. At 58.0 Hz isolate generating units without time delay.

If at any time in the above procedure the decline in area frequency is arrested below 59.0 Hz, that part of the System in the low frequency area should shed an additional 10% of its initial load. If, after five minutes, this action has not returned the area frequency to 59.0 Hz or above, that part of the System shall shed an additional 10% of its remaining load and continue to repeat in five-minute intervals until 59.0 Hz is reached. These steps must be completed within the time constraints imposed upon the operation of generating units.

(Cont'd. on Sheet No. 3-2)

CAPACITY AND ENERGY CONTROL PROGRAMII. CAPACITY DEFICIENCY PROGRAMA. PURPOSE

To provide a plan for full utilization of emergency capacity resources and for orderly reduction in the aggregate customer demand on the American Electric Power (AEP) Eastern System in the event of a capacity deficiency.

B. CRITERIA

The goal of AEP is to safely and reliably operate the interconnected network in order to avoid widespread system outages as a consequence of a major disturbance. Precautionary procedures including maintaining Daily Operating Reserves, as specified in ECAR document 2, will assist in avoiding serious emergency conditions such as system separation and operation at abnormal frequency. However, adequate Daily Operating Reserves cannot always be maintained, so the use of additional emergency measures may be required. A Capacity Deficiency is a shortage of generation versus load and can be caused by generating unit outages and/or extreme internal load requirements.

C. PROCEDURESOperating Reserve Warning

If it appears that a capacity deficiency will occur on the AEP Eastern System such that the next contingency could not be covered by normal operating reserve, an Operating Reserve Warning (ORW) will be issued by the Production Optimization Group (POG) giving as much advance notice as possible. A Transmission ORW may also be issued by the Transmission Operations Center (TOC) to safeguard system transfer capability and the reliability of the system.

Emergency Capacity ResourcesIntroduction and Definitions

A capacity deficiency exists on the AEP Eastern System when AEP cannot meet its internal load obligations and its reliability reserve requirements by use of its own generation or purchases from interconnections.

When a capacity deficiency exists on the AEP Eastern System that requires the use of emergency resources, they shall be utilized - to the extent needed and feasible - in the sequence indicated as follows. If it is anticipated that Steps 9, 11 and 14 may be required, a Voltage Reduction Alert, a Voluntary Load Curtailment Alert, and a Mandatory Load Curtailment Alert will be issued by the TOC giving as much advance notice as possible.

The emergency capacity resources for meeting load, together with the priority order of use and the method of communication, are presented in Table I, below:

The definitions associated with the emergency capacity resources are provided below:

1. Interruptible Loads.

Interruptible Loads are defined as customer loads served under tariffs that provide for the curtailment and interruption of such loads as a condition of service. Such loads are included in Step 1 of the Capacity Deficiency Procedure and Summary presented in Table I. In the event of a shortage of generating capacity on the AEP Eastern System that cannot be alleviated from sources of generation on neighboring systems, Interruptible Loads shall be curtailed or interrupted at the direction of the AEP POG under the conditions defined below:

- a. To arrest a decline in system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero following the sudden loss of generation if available spinning reserve is insufficient to do so as provided in Section I: Procedures During Declining System Frequency. Partial or full service shall be restored to Interruptible Loads as soon as (1) sufficient amounts of replacement energy are made available and delivered by interconnected electric utility systems, or (2) system generation is able to match system load requirements.
- b. To arrest declining system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero during periods of shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on interconnected electric utility systems as provided in the Capacity Deficiency Procedure and Summary presented in Table I.
- c. To arrest declining system frequency when the entire interconnected system is critically short of generating capacity.
- d. To conserve fuel during a period of severe coal shortage as provided in Section III: Energy Emergency Control Program.

(Cont'd. on Sheet No. 3-3)

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

II. CAPACITY DEFICIENCY PROGRAM

A. PURPOSE

To provide a plan for full utilization of emergency capacity resources and for orderly reduction in the aggregate customer demand on the American Electric Power AEP/East/PJM System in the event of a capacity deficiency. (T)

B. CRITERIA

The goals of AEP are to safely and reliably operate the interconnected network in order to avoid widespread system outages as a consequence of a major disturbance. Precautionary procedures including maintaining Daily Operating Reserves, as specified in ECAR document 2 and PJM Manual M13, will assist in avoiding serious emergency conditions such as system separation and operation at abnormal frequency. However, adequate Daily Operating Reserves cannot always be maintained, so the use of additional emergency measures may be required. A Capacity Deficiency is a shortage of generation versus load and can be caused by generating unit outages and/or extreme internal load requirements. (T)

C. AEP EAST/PJM PROCEDURES

(note: the following section contains excerpts from PJM Manual – M13)

OVERVIEW

PJM is responsible for determining and declaring that an Emergency is expected to exist, exists, or has ceased to exist in any part of the PJM RTO or in any other Control Area that is interconnected directly or indirectly with the PJM RTO. PJM directs the operations of the PJM Members as necessary to manage, allocate, or alleviate an emergency. (T)

- *PJM RTO Reserve Deficiencies* — If PJM determines that PJM-scheduled resources available for an Operating Day in combination with Capacity Resources operating on a self-scheduled basis are not sufficient to maintain appropriate reserve levels for the PJM RTO, PJM performs the following actions:
- Recalls energy from Capacity Resources that otherwise deliver to loads outside the Control Area and dispatches that energy to serve load in the Control Area.
- Purchases capacity or energy from resources outside the Control Area. PJM uses its best efforts to purchase capacity or energy at the lowest prices available at the time such capacity or energy is needed. The price of any such capacity or energy is not considered in determining Locational Marginal Prices in the PJM Energy Market. The cost of capacity or energy is allocated among the Market Buyers as described in the PJM Manual for Operating Agreement Accounting (M-28)

The AEP System Control Center will be referred to as SCC and the AEP Production Optimization Group will be referred to as POG.

CAPACITY SHORTAGES

PJM is responsible for monitoring the operation of the PJM RTO, for declaring the existence of an Emergency, and for directing the operations of the PJM Member as necessary to manage, alleviate, or end an Emergency. PJM also is responsible for transferring energy on the PJM Members behalf to meet an Emergency. PJM is also responsible for agreements with other Control Areas interconnected with the PJM RTO for the mutual provision of service to meet an Emergency.

Exhibit 1 illustrates that there are three general levels of emergency actions for capacity shortages:

- alerts
- warnings
- actions

ALERTS

The intent of the alerts is to keep all affected system personnel aware of the forecast and/or actual status of the PJM RTO. All alerts and cancellation thereof are broadcast on the "ALL-CALL" system and posted to selected PJM web sites to assure that all members receive the same information.

Alerts are issued in advance of a scheduled load period to allow sufficient time for members to prepare for anticipated initial capacity shortages. (T)

(Cont'd on Sheet 3-3)

CAPACITY AND ENERGY CONTROL PROGRAM

2. Supplementary Oil and Gas Firing

The use of oil and gas firing to regain lost generation that has occurred due to curtailments caused solely from loss of coal firing capability. Larger orifice plates in the oil lighter tips are required. If the unit is at full load (wide-open valves), no additional capacity is available.

3. Operate Generator Peakers

Additional capacity is available at Conesville (7.5 MW), Rockport (5 MW) and Groveport (1.5 MW) by operating diesel-generation sets located at the respective sites. Also, additional capability is available from the gas-turbine set at 1 Riverside Plaza (2.5 MW).

4. Emergency Hydro

Additional Hydro Plant Capability is provided by operating with 100 percent turbine gate openings at Leesville, Claytor, Byllesby, Buck, and Reusens. Extreme caution must be used, as operating in this manner could result in seriously lowering the elevations of the reservoirs too rapidly and creating other problems. Existing lake levels and actual flows will dictate the duration of availability.

5. Curtailment of Generating Plant Use

The curtailment of generating plant use is brought about by limiting the operation of noncritical plant activities. This would usually consist of the curtailment of coal handling, the shutting down of the machine shop to the extent practical, and the curtailment of lighting or air conditioning load. Plant management has the responsibility to determine what noncritical plant activities may be limited or stopped.

6. Curtailment of Non-Essential Building Load

This step pertains to the office and commercial buildings of the AEP Eastern System and primarily represents the lighting and air conditioning or heating load.

7. Extra Load Capability of Generating Units

The utilization of overpressure and/or the removal of feedwater heaters results in additional capacity that may be utilized for limited daily periods, depending on unit condition and frequency of use.

8. Curtailment of Short Term Deliveries

The curtailment of Non-Firm transactions supplied from AEP generation involves the termination of transactions in this classification, except to those systems that are delivering equivalent energy to AEP. Curtailments will be done on a priority basis.

9. Voltage Reduction (DOE Report Required)

The voltage on the transmission and subtransmission system shall not be affected. The general approach is to lower the voltage at distribution stations that have automatic bus voltage regulators or feeder regulators. The full effect of the voltage reduction program is not instantaneous, but depends upon time required for the dispatching of personnel to implement the program. This voltage reduction involves a three (3) volt reduction, corresponding to a two and one-half percent voltage reduction and an estimated two percent drop in load.

10. Emergency Curtailable Service (DOE Report Required)

Emergency Curtailable Service customers are those taking firm service with an on-peak curtailable demand of not less than 1 - 3 MW, who contract with AEP to be compensated for KWH curtailed for capacity deficiency. When requested to curtail by the TOC, the customer must curtail their load within thirty minutes. The amount of curtailable MWs available for this step will vary.

11. Voluntary Load Curtailment (DOE Report Required)

In cases of sudden emergencies, it may be necessary to utilize Step 13 even before this step is fully implemented.

- a. Radio and television alert to the general public to reduce all nonessential load, far enough in advance of need to be effective at the time that 11.c below is effective.

(Cont'd. on Sheet No. 3-4)

CAPACITY AND ENERGY CONTROL PROGRAM

- b. Load relief utilizing voluntary industrial curtailment program. Under this program industrial and wholesale customers and coal mine preparation plants are requested to curtail all nonessential power usage. This program is to be utilized when it becomes known in advance that power commitments on the AEP Eastern System cannot be carried by utilizing all emergency capacity resources and all available assistance from the interconnections. The TOC will initiate the program to contact designated customers through Customer Services personnel.
- c. Municipal and REMC customers will be requested to reduce their demand on the AEP System by as much as possible through appeals for voluntary reduction.

12. Extended Capability and Internal Load Curtailment

- a. Concurrent with Step 11, request extended load operation from the 800 MW G.E. units, Amos 1 and 2, Big Sandy 2, Mitchell 2, and from both Rockport units. The amount of MWs that will available will depend on the ambient temperature (approximately 50-105 MWs).
- b. Concurrent with Step 11, contact and inform Fuel Supply of the System Load situation. Approximately 50 to 75 MW in load reduction is available with all mines and prep plants shut down during peak load periods.
- c. Concurrent with Step 11, contact OVEC/IKEC and ask that the OVEC/IKEC plants curtail all generating units non-essential loads.
- d. Concurrent with Step 11, contact the Environmental Affairs Manager or assigned Environmental Affairs Engineer and obtain approval to allow West Virginia plants to exceed opacity limits to get additional curtailed load or extended load. When approved, contact the applicable plants that need an opacity variance and inform them of the new emergency opacity limit.
- e. Concurrent with Step 11, contact the Environmental Affairs Manager or assigned Environmental Affairs Engineer and obtain approval to exceed heat input limits for the Tanners Creek plant while Step 11 is in effect. Information regarding maximum heat input for each day, during the variance period, will need to be gathered. Verify with the Environmental Services Air Quality Section Manager the exact information that will be needed. Contact the plant when the variance is approved.

13. Purchase Non-Firm and/or Firm energy; regardless of cost, to supply AEP Internal Load requirements. (Refer to NERC Appendix 9B)

- a. Notify co-generation and independent power producers to maximize output and availability.

14. Mandatory Load Curtailment (DOE Report Required)

- a. Curtailment of Firm transactions supplied by AEP generation to systems, pools, or Century Aluminum not delivering equivalent energy to AEP. These curtailments will be pro-rated with native load and network service.
- b. Under this program distribution feeders can be manually interrupted upon order of the TOC. This order may be given under conditions of extreme capacity deficiency and declining frequency. In case of a sudden deterioration of frequency or overloaded ties, it may be necessary to start this step before all of the preceding steps are utilized or are fully effective. The order to interrupt will specify the amount of load or number of blocks in the Mandatory Load Curtailment Program that Transmission Operations needs to interrupt in each step. The periods of interruption will be approximately 15 minutes. During the circuit rotation the circuits in one step will be opened before previously opened ones are reclosed.

Interruption of distribution feeders will normally be done on a rotational basis to minimize cold-load pickup problems and to minimize interruption to facilities that are essential to public health and safety.

In implementing any load curtailment, AEP will comply with KAR 278.214.

15. Termination of Capacity Emergency

The implementation of an Emergency Capacity resources condition which does not reach the voluntary load curtailment step indicated under Step 11 may be terminated by the Company at any time. However, any condition involving voluntary and/or mandatory load curtailments, Steps 11 or 13 shall be terminated on an AEP System-wide basis, upon notice to the Commissions, when the capacity emergency has eased sufficiently to permit substantially normal operations by the Company.

(Cont'd. on Sheet No. 3-5)

DATE OF ISSUE July 18, 2003DATE EFFECTIVE July 18, 2003ISSUED BY E. K. WAGNER

DIRECTOR OF REGULATORY SERVICES

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)AEP East/PJM Procedures (cont'd)Alerts(Cont'd)Maximum Emergency Generation Alert

The purpose of the Maximum Emergency Generation Alert is to provide an early alert that system conditions may require the use of the PJM emergency procedures. It is implemented when Maximum Emergency Generation is called into the operating capacity.

Primary Reserve Alert

The purpose of the Primary Reserve Alert is to alert members of the anticipated shortage of operating reserve capacity for a future critical period. It is implemented when estimated operating reserve capacity is less than the forecast primary reserve requirement.

Voltage Reduction Alert

The purpose of the Voltage Reduction Alert is to alert members that a voltage reduction may be required during a future critical period. It is implemented when the estimated operating reserve capacity is less than the forecast spinning reserve requirement.

Voluntary Customer Load Curtailment Alert

The purpose of the Voluntary Customer Load Curtailment Alert is to alert members of the probable future need to implement a voluntary customer load curtailment. It is implemented whenever the estimated operating reserve capacity indicates a probable future need for voluntary customer load curtailment.

Warnings

Warnings are issued during present operations to inform members of actual capacity shortages or contingencies that may jeopardize the reliable operation of the PJM RTO. The intent of warnings is to keep all affected system personnel aware of the forecast and/or actual status of the PJM RTO. All warnings and cancellations are broadcasted on the "ALL-CALL" system and posted to selected PJM web sites to assure that all members receive the same information.

Primary Reserve Warning

The purpose of the Primary Reserve Warning is to warn members that the available primary reserve is less than required and present operations are becoming critical. It is implemented when available primary reserve capacity is less than the primary reserve requirement, but greater than the spinning reserve requirement, after all available secondary reserve capacity (except restricted maximum emergency capacity) is brought to a primary reserve status and emergency operating capacity is scheduled from adjacent systems.

Voltage Reduction Warning & Reduction of Non-Critical Plant Load

The purpose of the Voltage Reduction Warning & Reduction of Non-Critical Plant Load is to warn members that the available spinning reserve is less than the Spinning Reserve Requirement and that present operations have deteriorated such that a voltage reduction may be required. It is implemented when the available spinning reserve capacity is less than the spinning reserve requirement, after all available secondary and primary reserve capacity (except restricted maximum emergency capacity) is brought to a spinning reserve status and emergency operating capacity is scheduled from adjacent systems.

Manual Load Dump Warning

The purpose of the Manual Load Dump Warning is to warn members of the increasingly critical condition of present operations that may require manually dumping load. It is issued when available primary reserve capacity is less than the largest operating generator or the loss of a transmission facility jeopardizes reliable operations after all other possible measures are taken to increase reserve. The amount of load and the location of areas(s) are specified.

Actions

The PJM RTO is normally loaded according to bid prices; however, during periods of reserve deficiencies, other measures must be taken to maintain system reliability. These measures involve:

- Loading generation that is restricted for reasons other than cost
- Recalling non-capacity backed off-system sales
- Purchasing emergency energy from participants / surrounding pools
- Load relief measures

(Cont'd on Sheet No. 3-4)

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

AEP East/PJM Procedures (Cont'd)

Actions (Cont'd)

The procedures to be used under these circumstances are described in the general order in which they are applied. Due to system conditions and the time required to obtain results, PJM dispatcher may find it necessary to vary the order of application to achieve the best overall system reliability. Issuance and cancellation of emergency procedures are broadcast over the "ALL-CALL" and posted to selected PJM web sites. Only affected systems take action. PJM dispatcher broadcasts the current and projected PJM RTO status periodically using the "ALL-CALL" during the extent of the implementation of the emergency procedures.

Maximum Emergency Generation

The purpose of the Maximum Emergency Generation is to increase the PJM RTO generation above the maximum economic level. It is implemented whenever generation is needed that is greater than the highest incremental cost level.

Load Management Curtailments (ALM)

Steps 1 and 2 (PJM Control)

The purpose of the Load Management Curtailments, Steps 1 and 2, is to provide additional load relief by using PJM controllable load management programs. Steps 1 and 2 are differentiated only by the expected time to implement. Load relief is required after initiating Maximum Emergency Generation.

Step 1: Short Time Frame to Implement (1 Hour or Less)

- PJM dispatcher requests members to implement Load Management Curtailment, Step 1.

Step 2: Long Time Frame To Implement (Greater Than 1 Hour)

- PJM dispatcher requests members to implement Load Management Curtailment, Step 2.

Steps 3 and 4 (SCC Control)

The purpose of the Local Control Center Programs of Load Management Curtailments, Steps 3 and 4, is to provide additional load relief by requesting use of Local Control Center load management programs.

Load Reduction Program

The purpose of the Load Reduction Action is to request end-use customers to reduce load during emergency conditions.

Voltage Reduction

The purpose of Voltage Reduction during capacity deficient conditions is to reduce load to provide a sufficient amount of reserve to maintain tie flow schedules and preserve limited energy sources. A curtailment of non-essential building load is implemented prior to or at this same time as a Voltage Reduction Action. It is implemented when load relief is still needed to maintain tie schedules.

Note: Voltage reductions can also be implemented to increase transmission system voltages.

Note: Curtailment of non-essential building load may be implemented prior to, but no later than, the same time as a voltage reduction.

Curtailment of Non-Essential Building Load

The purpose of the Curtailment of Non-Essential Building Load is to provide additional load relief, to be expedited prior to, but no later than the same time as a voltage reduction.

(Cont'd on sheet No. 3-5)

(T)

(T)

CAPACITY AND ENERGY CONTROL PROGRAM

Energy Emergency Alert Levels (reference NERC Appendix 9B)

1. Alert 1 - All available resources in use.

Circumstances:

- AEP foresees or is experiencing conditions where all available resources are committed to meet firm load, firm transactions, and reserve commitments, and is concerned about sustaining its required Operating Reserves, and
- Non-firm wholesale energy sales (other than those that are recallable to meet reserve requirements) have been curtailed

2. Alert 2 - Load management procedures in effect.

Circumstances:

- AEP is no longer able to provide its customers' expected energy requirements, and is designated an Energy Deficient Entity.
- AEP foresees or has implemented procedures up to, but excluding, interruption of firm load commitments. When time permits, these procedures may include, but are not limited to:
 - Voltage reduction
 - Emergency Curtailable Service
 - Public appeals to reduce demand
 - Utility load conservation measures
- During Alert 2, The Reliability Coordinator, and AEP have the following responsibilities:
 - 2.1 Notifying other Control Areas and Market Participants. Notifications will be made via Oasis and the Reliability Coordinator Information System (RCIS)
 - 2.2 Declaration Period. The Control Area Coordinator should update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 2 is terminated.
 - 2.3 Share information on resource availability.
 - 2.4 Evaluating and mitigating transmission limitations.
 - 2.4.1 Notification of ATC adjustments.
 - 2.4.2 Availability of generation redispatch options.
 - 2.4.3 Evaluating impact of current Transmission Loading Relief events.
 - 2.4.4 Initiating inquiries on reevaluating Operating Security Limits.
 - 2.5 Coordination of emergency responses. The Reliability Coordinator and the Control Area Coordinator shall communicate and coordinate the implementation of emergency operating responses.
 - 2.6 AEP actions. Before declaring an Alert 3, AEP must make use of all available resources. This includes but is not limited to:
 - 2.6.1 All available generation units are on line. All generation capable of being on line in the time frame of the emergency is on line including quick-start and peaking units, regardless of cost.
 - 2.6.2 Purchases made regardless of cost. All firm and non-firm purchases have been made, regardless of cost.
 - 2.6.3 Non-firm sales recalled and contractually interruptible loads and DSM curtailed. All non-firm sales have been recalled, contractually interruptible retail loads curtailed, and Demand-side Management activated within provisions of the agreements.
 - 2.6.4 Operating Reserves. Operating reserves are being utilized such that AEP is carrying reserves below the required minimum or has initiated emergency assistance through its operating reserve sharing program.

3. Alert 3 - Firm load interruption imminent or in progress.

Circumstances:

- AEP foresees or has implemented firm load obligation interruption. The available energy to AEP, as determined from Alert 2, is only accessible with actions taken to increase transmission transfer capabilities.
- 3.1 Continue actions from Alert 2.
 - 3.2 Declaration Period. The Control Area Coordinator should update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 3 is terminated.

(Cont'd. on Sheet No. 3-6)

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)

AEP East/PJM Procedures (cont'd)

Actions (cont'd)

Voluntary Customer Load Curtailment

The purpose of the Voluntary Customer Load Curtailment (VCLC) is to provide further load relief. It is implemented when the estimated peak load minus the relief expected from curtailment of non-essential building load and a 2.5% - 5% voltage reduction is greater than operating capacity.

PJM/SCC – Public Appeal to conserve electricity usage

Manual Load Dump

The purpose of the Manual Load Dump is to provide load relief when all other possible means of supplying internal PJM RTO load have been used to prevent a catastrophe within the PJM RTO or to maintain tie schedules so as not to jeopardize the reliability of the other interconnected regions. It is implemented when the PJM RTO cannot provide adequate capacity to meet the PJM RTO's load or critically overloaded transmission lines or equipment cannot be relieved in any other way and/or low frequency operation occurs in the PJM RTO, parts of the PJM RTO, or PJM RTO and adjacent Control Areas that may be separated as an island.

Addendum to Manual Load Dump Procedures

AEP understands that PJM intends to implement these curtailment protocols consistent with the agreements that PJM entered into in Kentucky and Virginia, in Stipulations approved by the Kentucky Public Service Commission and Virginia State Corporation Commission (with modifications) in Case No. 2002-00475 and Case No. PUE-2000-00550, respectively.

Capacity Deficiency Summary

A summary of the emergency alerts, warning and actions, together with the typical sequence and the method of communication, are presented in the following Table III-2 on Tariff Sheet No. 3-6.

(Cont'd on Sheet No. 3-6)

CAPACITY AND ENERGY CONTROL PROGRAM

- 3.3 Use of Transmission short-time limits.
- 3.4 Reevaluating and revising Operating Security Limits.
- 3.4.1 AEP obligations. AEP must agree that, upon notification from the Reliability Coordinator of the situation, it will immediately take whatever actions are necessary to mitigate any undue risk to the Interconnection. These actions may include load shedding.
- 3.4.2 Mitigation of cascading failures. The Reliability Coordinator shall use his best efforts to ensure that revising Operating Security Limits would not result in any cascading failures within the Interconnection.
- 3.5 Returning to pre-emergency Operating Security Limits. Whenever energy is made available to AEP such that the transmission systems can be returned to their pre-emergency Operating Security Limits, the Control Area Coordinator shall notify the Reliability Coordinator and downgrade the Alert.
- 3.5.1 Notification of other parties. Notifications will be made via Oasis and the RCIS.
- 3.6 Reporting. Any time an Alert 3 is declared, the Control Area Coordinator shall complete the report listed in NERC Appendix 9B, Section C and submit this report to the Reliability Coordinator within two business days of downgrading or termination of the Alert. Upon receiving the report, the Reliability Coordinator shall review it for completeness and immediately forward it to the NERC staff for posting on the NERC web site. The Reliability Coordinator shall present this report to the appropriate NERC Sub-committee at its next scheduled meeting.
4. Alert 0 - Termination. When AEP believes it will be able to supply its customers' energy requirements, the Control Area Coordinator shall request of the Reliability Coordinator that the EEA be terminated.
- 4.1 Notification. Notifications will be made via Oasis and the RCIS.

(Cont'd. on Sheet No. 3-7)

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CAPACITY AND ENERGY CONTROL PROGRAM

Table I Capacity Deficiency Summary

Steps Note A	Resource	Available Capacity (MW)	Communication Channel	Reference
1	Interruptible Loads	Varies by contract	POG-Customer	
2	Supplementary Oil and Gas Firing	(regains curtailed generation)	POG-Plant	
3	Operate Generator Peakers	14	POG-Plant-TOC	
4	Emergency Hydro	25	POG-Roanoke Hydro	
5	Curtailement of Generating Station Use	25	POG-Plant	
6	Curtailement of Non-Essential Building Load – All offices and shops	17	POG-TOC	
7	Extra Load Capability of Generating Units	255/633 (summer/winter)	POG-Plant	
	Declare an Energy Emergency Alert 1 (issue concurrently with Step 8)		POG-TOC-Reliability Coordinator	
8	Curtailement of Short Term Deliveries Curtaile Non-Firm transactions supplied from AEP Generation to systems or pools not delivering equivalent energy to AEP.	Curtaile on a priority basis	POG –Transmission Providers & Power Marketers	
	Declare an Energy Emergency Alert 2 (issue concurrently with Step 9)		POG-TOC-Reliability Coordinator	
9	Voltage Reduction (DOE Report Required)		TOC-TDC	
10	Emergency Curtaileable Service (DOE Report Required)	Varies (by contract)	POG-Customer Services-TOC	
11	11 Voluntary Load Curtailement (DOE Report Required)	Varies		
	a. Radio and TV alert to general public	2% of AEP Internal Load	TOC- State Presidents & Corporate Comm.	Note B
	b. Call to Industrial and Commercial Customers	5% of AEP Internal Load	TOC-Customer Services-Customer	Note C
	c. Municipal and REMC Customers	7% of Cust. Load	TOC-TDC	Note D
12	Extended Capability and Internal Load Curtailement (to be performed concurrently with Step 11 above)			
	a. Extended Load Capability G.E. Units	50-105	POG-Plant	
	b. Fuel Supply Load Reduction	50-75	POG-Fuel Supply	
	c. Reduce OVEC/IKEC Load	75	TOC-Piketon	
	d. Obtain permission to exceed opacity limits in West Virginia.	(regains curtailed generation)	POG-Environmental Affairs	
	e. Obtain permission to exceed heat input for Tanners Creek	(regains curtailed generation)	POG-Environmental Affairs	
13	Purchase Non-Firm and/or Firm energy, regardless of cost, to supply Internal Load requirements (to be performed concurrently with Step 11 above)		POG-Power Marketers TOC-TDC- IPP's & Co-Gens	Note E
	Declare an Energy Emergency Alert 3 (issue concurrently with Step 14)		POG-TOC-Reliability Coordinator	
14	Mandatory Load Curtailement (DOE Report Required)			
	a. Curtaile Firm transactions supplied from AEP generation to systems, pools, or Century Aluminum not delivering equivalent energy to AEP.	Pro-rata basis with native and network load	POG –Transmission Providers & Power Marketers	
	b. Selected distribution customers (manual load curtailement)		TOC-TDC	
15	Termination of Capacity Emergency		POG-TOC-TDC	

Notes for Table I

- Note A: While this order will normally apply, it may be necessary, due to existing conditions or variations in time delay associated with carrying out any of the Steps 1 through 9, to vary their order of use.
- Note B: Estimated relief assumes approximately 2% response by general public, based on the typical experiences of other systems. Estimated load relief is 2% of AEP Internal Load, minus interruptible contracts.
- Note C: These customers have been contacted in advance and have identified specific curtailement amounts. Estimated load relief is 5% of AEP Internal Load, minus interruptible contracts.
- Note D: Assumes approximately 7% response to voluntary appeal, which is equivalent to internal voluntary curtailement efforts by general public, industrial and commercial customers.
- Note E: Refer to NERC Appendix 9B for further details

(Cont'd on Sheet No. 3-8)

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)				
		Communications	Description	
Alert	Maximum Emergency Generation	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC/POG review scheduled or actual maintenance affecting capacity or critical transmission to determine if it can be deferred or cancelled	EEA 1
	Primary Reserve	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	(Same as above)	
	Voltage Reduction	PJM-SCC via All-Call SCC-TDC	SCC/TDC to identify stations for Voltage Reduction	
	Voluntary Customer Load Curtailment	PJM-POG via All-Call PJM-SCC via All-Call	Not Applicable	
	Primary Reserve	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC/POG ensure that all deferrable maintenance or testing affecting capacity or critical transmission is halted.	
	Voltage Reduction & Reduction of Non-Critical Plant Load	PJM-POG via All-Call PJM-SCC via All-Call SCC-TDC	SCC to inform TDC to man Voltage Reduction Stations & prepare for Voltage Reduction	POG to reduce plant load. (See Table III-4)
	Manual Load Dump	PJM-SCC via All-Call SCC- POG-Environmental Services SCC-TDC-DDC	Lifting of Environmental Restrictions (See Table III-5)	Manual & Automatic Load Shedding
		Make preparations for a Public Appeal if one becomes necessary.	<ul style="list-style-type: none"> a. Obtain permission to exceed opacity limits b. Obtain permission to exceed heat input limits c. Obtain permission to exceed river temperature limits 	SCC/TDC will review local computer procedures and man manual load shedding stations
Action	Maximum Emergency Generation	PJM-POG via All-Call PJM-SCC via All-Call	Supplemental Oil & Gas Firing; Operate Generator Peakers; Emergency Hydro; Extra Load Capability	See Table III-3
	Load Management Curtailment (ALM)	PJM-SCC via All-Call SCC - POG	Step 3 - 1267 Mws - 1 hr, 249 Mws - 2 hr	EEA 2 (DOE Report)
	Load Reduction Program	PJM-SCC via All-Call	Not Applicable	
	Voltage Reduction	PJM-SCC via All-Call SCC -TDC & SCC - POG	Initiate Voltage Reduction - AEP/PJM - 64 Mws	
	Curtailment of Non-Essential Building Load	PJM-POG via All-Call PJM-SCC via All-Call SCC- Building Services	Initiate curtailment of AEP building load - 4.4 Mws	Issued approx. same time as Voltage Reduction
	Voluntary Customer Load Curtailment	PJM-POG via All-Call PJM-SCC via All-Call	Not Applicable	EEA 3 (DOE Report)
	Public Appeal (may be issued at any stage of the Action items)	SCC - Corporate Communications	a. Radio and TV alert to general public	2% of AEP Internal Load
		SCC - Customer Services SCC - POG	b. Call to Industrial and Commercial Customers	1276 Mws - 1 hr + 320 Mws - 2 hr
		SCC - TDC	c. Municipal and REMC Customers	7% of Cust. Load
	Manual Load Dump	PJM-SCC via All-Call SCC-POG-Environmental Services SCC-TDC-DDC	PJM Allocation based on deficient zones	
		<ul style="list-style-type: none"> a. Lift Environmental Restrictions on units b. Selected distribution customers (manual load curtailment) 	(regains curtailed generation) Execute MLD	

(Cont'd on Sheet 3-7)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

CAPACITY AND ENERGY CONTROL PROGRAMIII. ENERGY EMERGENCY CONTROL PROGRAMA. INTRODUCTION

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a severe coal shortage, such as might result from a general strike.

B. PROCEDURES

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

- A. To be initiated when system fuel supplies are decreased to 70% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
1. Optimize the use of non-coal-fired generation to the extent possible.
 2. For individual plants significantly under 70% of normal target days' supply, modify economic dispatching procedures to conserve coal.
 3. If necessary discontinue all economy sales to neighboring utilities.
 4. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.
- B. To be initiated when system fuel supplies are decreased to 60% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
1. Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
 2. Discontinue all economy and short-term sales to neighboring utilities.
 3. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
 4. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
 5. Purchase energy from neighboring systems to the extent practicable.
 6. Purchase energy from industrial customers with generation facilities to the extent practicable.
 7. Through the use of news media and direct consumer contact, appeal to all customers (retail as well as wholesale) to reduce their nonessential use of electric energy as much as possible, in any case by at least 25%.
 8. Reduce voltage around the clock to the extent feasible.
 9. The Company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.
- C. To be initiated -- in the order indicated below -- when system fuel supplies are decreased to 50% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
1. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
 2. Request all customers, retail as well as wholesale, to reduce their nonessential use of electric energy by 100%.
 3. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air-conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying and any other loads that can be curtailed.
 4. All customers will be advised of the mandatory program specified below in D.

(Cont'd on Sheet No. 3-9)

DATE OF ISSUE July 18, 2003

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ISSUED BY E. K. WAGNER

DIRECTOR OF REGULATORY SERVICES

FRANKFORT, KENTUCKY

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)Energy Emergency Alert Levels (reference NERC Appendix 5C)1. Alert 1 - All available resources in use.

Circumstances:

- Control Area, Reserve Sharing Group, or Load Serving Entity foresees or is experiencing conditions where all available resources are committed to meet firm load, firm transactions, and reserve commitments, and is concerned about sustaining its required Operating Reserves, and
- Non-firm wholesale energy sales (other than those that are recallable to meet reserve requirements) have been curtailed.

2. Alert 2 - Load management procedures in effect.

Circumstances:

- Control Area, Reserve Sharing Group, or Load Serving Entity is no longer able to provide its customers' expected energy requirements, and is designated an Energy Deficient Entity.
- Energy Deficient Entity foresees or has implemented procedures up to, but excluding, interruption of firm load commitments. When time permits, these procedures may include, but are not limited to:
 - Voltage reduction
 -
 - Public appeals to reduce demand
 - Interruption of non-firm end use loads in accordance with applicable contracts, for emergency, not economic reasons
 - Demand-side management
 - Utility load conservation measures
- During Alert 2, The Reliability Coordinators, Control Areas, and Energy Deficient Entities have the following responsibilities:

2.1 Notifying other Control Areas and Market Participants.

2.2 Declaration Period. The Energy Deficient Entity shall update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 2 is terminated.

2.3 Share information on resource availability.

2.4 Evaluating and mitigating transmission limitations.

2.4.1 Notification of ATC adjustments.

2.4.2 Availability of generation redispatch options.

2.4.3 Evaluating impact of current Transmission Loading Relief events.

2.4.4 Initiating inquiries on reevaluating Operating Security Limits.

2.5 Coordination of emergency responses. The Reliability Coordinator shall communicate and coordinate the implementation of emergency operating responses.

2.6 Energy Deficient Entity actions. Before declaring an Alert 3, the Energy Deficient Entity must make use of available resources. This includes but is not limited to:

2.6.1 All available generation units are on line. All generation capable of being on line in the time frame of the emergency is on line including quick-start and peaking units, regardless of cost.

2.6.2 Purchases made regardless of cost. All firm and non-firm purchases have been made, regardless of cost.

(Cont'd on Sheet No. 3-8)

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CAPACITY AND ENERGY CONTROL PROGRAM

D. To be initiated when system fuel supplies are decreased to 40% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

1. Implement procedures for curtailment of service to all customers to a minimum service level which is not greater than that required for protection of human life and safety, protection of physical plant facilities and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities.
2. All customers will be advised of the mandatory program specified below in E.

E. To be initiated when system fuel supplies are decreased to 30% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing – to the extent practicable – interruption to facilities that are essential to the public health and safety. (See Section II, Step 14.)

F. The Energy Emergency Control Program will be terminated when:

1. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
2. Coal deliveries have been resumed, and
3. There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

CAPACITY AND ENERGY CONTROL PROGRAM (Cont'd)Energy Emergency Alert Levels (reference NERC Appendix 5C) (Cont'd)

- 2.6.3 Non-firm sales recalled and contractually interruptible loads and DSM curtailed. All non-firm sales have been recalled, contractually interruptible retail loads curtailed, and Demand-side Management activated within provisions of the agreements.
- 2.6.4 Operating Reserves. Operating reserves are being utilized such that the Energy Deficient Entity is carrying reserves below the required minimum or has initiated emergency assistance through its operating reserve sharing program.
3. Alert 3 - Firm load interruption imminent or in progress.
- Circumstances:
- Control Area or Load Serving Entity foresees or has implemented firm load obligation interruption. The available energy to the Energy Deficient Entity, as determined from Alert 2, is only accessible with actions taken to increase transmission transfer capabilities.
- 3.1 Continue actions from Alert 2.
- 3.2 Declaration Period. The Energy Deficient Entity shall update the Reliability Coordinator of the situation at a minimum of every hour until the Alert 3 is terminated.
- 3.3 Use of Transmission short-time limits.
- 3.4 Reevaluating and revising Operating Security Limits.
- 3.4.1 Energy Deficient Entity obligations. The deficient Control Area or Load Serving Entity must agree that, upon notification from its Reliability Coordinator of the situation, it will immediately take whatever actions are necessary to mitigate any undue risk to the Interconnection. These actions may include load shedding.
- 3.4.2 Mitigation of cascading failures. The Reliability Coordinator shall use his best efforts to ensure that revising Operating Security Limits would not result in any cascading failures within the Interconnection.
- 3.5 Returning to pre-emergency Operating Security Limits. Whenever energy is made available to an Energy Deficient Entity such that the transmission systems can be returned to their pre-emergency Operating Security Limits, the Energy Deficient Entity shall notify its respective Reliability Coordinator and downgrade the Alert.
- 3.5.1 Notification of other parties.
- 3.6 Reporting. Any time an Alert 3 is declared, the Energy Deficient Entity shall complete the report listed in NERC Appendix 9B, Section C and submit this report to its respective Reliability Coordinator within two business days of downgrading or termination of the Alert. Upon receiving the report, the Reliability Coordinator shall review it for completeness and immediately forward it to the NERC staff for posting on the NERC web site. The Reliability Coordinator shall present this report to the Reliability Coordinator Working Group at its next scheduled meeting.
4. Alert 0 - Termination. When the Energy Deficient Entity believes it will be able to supply its customers' energy requirements, it shall request of his Reliability Coordinator that the EEA be terminated.
- 4.1 Notification.

(Cont'd on Sheet 3-9)

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CAPACITY AND ENERGY CONTROL PROGRAM

III. ENERGY EMERGENCY CONTROL PROGRAM

A. INTRODUCTION

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a fuel shortage, such as might result from a general strike, or severe weather.

(T)

B. PROCEDURES

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

A. To be initiated when system fuel supplies are decreased to 70% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

(T)

- 1. Optimize the use of non-coal-fired generation to the extent possible.
- 2. For individual plants under 50% of minimum target days' supply, review the prudence of modifying economic dispatching procedures to conserve coal.
- 3. If necessary discontinue all economy sales to neighboring utilities.
- 4. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.

(T)

B. To be initiated when system fuel supplies are decreased to 60% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

(T)

- 1. Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
- 2. Discontinue all economy and short-term sales to neighboring utilities.
- 3. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
- 4. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
- 5. Purchase energy from neighboring systems to the extent practicable.
- 6. Purchase energy from industrial customers with generation facilities to the extent practicable.
- 7. Through the use of news media and direct consumer contact, appeal to all customers (retail as well as wholesale) to reduce their nonessential use of electric energy as much as possible, in any case by at least 25%.
- 8. Reduce voltage around the clock to the extent feasible.
- 9. The Company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.

(Cont'd on Sheet No. 3-10)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

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CAPACITY AND ENERGY CONTROL PROGRAM(Cont'd)

III. ENERGY EMERGENCY CONTROL PROGRAM(Cont'd)

B. PROCEDURES (Cont'd)

C. To be initiated -- in the order indicated below -- when system fuel supplies are decreased to 50% of target days' operation of coal-fired plants and a continued downward trend in coal stocks is anticipated: (T)

- 1. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
- 2. Request all customers, retail as well as wholesale, to reduce their nonessential use of electric energy by 100%.
- 3. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air-conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying and any other loads that can be curtailed.
- 4. All customers will be advised of the mandatory program specified below in D.

D. To be initiated when system fuel supplies are decreased to 40% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

- 1. Implement procedures for curtailment of service to all customers to a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities. (T)
- 2. All customers will be advised of the mandatory program specified below in E.

E. To be initiated when system fuel supplies are decreased to 30% of target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing -- to the extent practicable -- interruption to facilities that are essential to the public health and safety. (T)

F. The Energy Emergency Control Program will be terminated when:

- 1. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
- 2. Coal deliveries have been resumed, and
- 3. There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

STANDARD NOMINAL VOLTAGES

The voltage available to any individual customer shall depend upon the voltage of the Company's lines serving the area in which customer is provided service.

Electric service provided under the Company's rate schedules will be 60 hertz alternating current delivered from various load centers at nominal voltages and phases as available in a given location as follows:

SECONDARY DISTRIBUTION VOLTAGES

Residential Service

Single phase 120/240 volts three wire or 120/208 volts three wire on network system.

General Service - All Except Residential

Single phase 120/240 volts three wire or 120/208 volts three wire on network system. Three phase 120/208 volts four wire on network system, 120/240 volts four wire, 240 volts three wire, 480 volts three wire and 277/480 volts four wire.

PRIMARY DISTRIBUTION VOLTAGES

The Company's primary distribution voltage levels at load centers are 2,400; 4,160Y; 7,200; and 12,470Y.

SUBTRANSMISSION LINE VOLTAGES

The Company's sub transmission voltage levels are 19,900; 34,500; 46,000; and 69,000.

TRANSMISSION LINE VOLTAGES

The Company's transmission voltage levels are 138,000; 161,000; 345,000; and 765,000.

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated April 1, 1991

STANDARD NOMINAL VOLTAGES

The voltage available to any individual customer shall depend upon the voltage of the Company's lines serving the area in which customer is provided service.

Electric service provided under the Company's rate schedules will be 60 hertz alternating current delivered from various load centers at nominal voltages and phases as available in a given location as follows:

SECONDARY DISTRIBUTION VOLTAGES

Residential Service

Single phase 120/240 volts three wire or 120/208 volts three wire on network system.

General Service - All Except Residential

Single-phase 120/240 volts three wire or 120/208 volts three wire on network system. Three-phase 120/208 volts four wire on network system, 120/240 volts four wire, 240 volts three wire, 480 volts three wire and 277/480 volts four wire.

PRIMARY DISTRIBUTION VOLTAGES

The Company's primary distribution voltage levels at load centers are 2,400; 4,160Y; 7,200; 12,470Y, 19,900 and 34,500

(T)

SUBTRANSMISSION LINE VOLTAGES

The Company's sub transmission voltage levels are 19,900; 34,500; 46,000; and 69,000.

TRANSMISSION LINE VOLTAGES

The Company's transmission voltage levels are 138,000; 161,000; 345,000; and 765,000.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

FUEL ADJUSTMENT CLAUSE

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., Experimental R.S.-T.O.D., S.G.S., M.G.S., Experimental M.G.S.-T.O.D., L.G.S., Q.P., C.J.P.-T.O.D., I.R.P., M.W., O.L., and S.L.

RATE.

- 1. The fuel clause shall provide for periodic adjustment per kwh of sales equal to the difference between the fuel costs per-kwh sale in the base period and in the current period according to the following formula:

$$\text{Adjustment Factor} = \frac{F(m) - F(b)}{S(m) - S(b)}$$

Where F is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods, all as defined below:

- 2. FB/SB shall be so determined that on the effective date of the Commission's approval of the utility's application of the formula, the resultant adjustment will be equal to zero (0).

- 3. Fuel costs (f) shall be the most recent actual monthly cost of:

- a. Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of the fuel related substitute generation, plus
- b. The actual identifiable fossil and nuclear fuel costs (if not known--the month used to calculate fuel (F), shall be deemed to be the same as the actual unit cost of the Company generation in the month said calculations are made. When actual costs become known, the difference, if any, between fuel costs (F) as calculated using such actual unit costs and the fuel costs (F) used in that month shall be accounted for in the current month's calculation of fuel costs (F) associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
- c. The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- d. The cost of fossil fuel recovered through intersystem sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
- e. All fuel costs shall be based on weighted average inventory costing.

- 4. Forced outages are all nonscheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacturer, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot,insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission,include the fuel costs of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel costs (F) in subsection (3)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.

(Cont'd on Sheet No. 5-2)

DATE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.91-066 dated April 1, 1991

FUEL ADJUSTMENT CLAUSE

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D. R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. The fuel clause shall provide for periodic adjustment per kwh of sales equal to the difference between the fuel costs per kwh of sales in the base period and in the current period according to the following formula:

$$\text{Adjustment Factor} = \frac{F(m) - F(b)}{S(m) - S(b)}$$

Where F is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods, all as defined below:

2. F(b)/S(b) shall be so determined that on the effective date of the Commission's approval of the utility's application of the formula, the resultant adjustment will be equal to zero (0).
3. Fuel costs (F) shall be the most recent actual monthly cost of:
- Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of the fuel related substitute generation, plus
 - The actual identifiable fossil and nuclear fuel costs (if not known—the month used to calculate fuel (F), shall be deemed to be the same as the actual unit cost of the Company generation in the month said calculations are made. When actual costs become known, the difference, if any, between fuel costs (F) as calculated using such actual unit costs and the fuel costs (F) used in that month shall be accounted for in the current month's calculation of fuel costs (F) associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the Company to substitute for its own higher cost energy; and less
 - The cost of fossil fuel recovered through intersystem sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - All fuel costs shall be based on weighted average inventory costing.
4. Forced outages are all nonscheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacturer, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel costs of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel costs (F) in subsection (3)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.

(Cont'd on Sheet No. 5-2)

DATE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

FUEL ADJUSTMENT CLAUSE (Cont'd)

7. At the time the fuel clause is initially filed, the utility shall submit copies of each fossil fuel purchase contract not otherwise on file with the Commission and all other agreements, options or similar such documents, and all amendments and modifications thereof related to the procurement of fuel supply and purchased power. Incorporation by reference is permissible. Any changes in the documents, including price escalations, or any new agreements entered into after the initial submission, shall be submitted at the time they are entered into. Where fuel is purchased from utility-owned or controlled sources, or the contract contains a price escalation clause, those facts shall be noted and the utility shall explain and justify them in writing. Fuel charges, which are unreasonable, shall be disallowed and may result in the suspension of the fuel adjustment clause. The Commission on its own motion may investigate any aspect of fuel purchasing activities covered by this regulation.

8. Any tariff filing which contains a fuel clause shall conform that clause with this regulation within three (3) months of the effective date of this regulation. The tariff filing shall contain a description of the fuel clause with detailed cost support.

9. The monthly fuel adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.

10. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS61.870 to 61.884.

11. At six (6) month intervals, the Commission will conduct public hearings on a utility's past fuel adjustments. The Commission will order a utility to charge off and amortize, by means of a temporary decrease of rates, any adjustment it finds unjustified due to improper calculation or application of the charges or improper fuel procurement practice.

12. Every two (2) years following the initial effective date of each utility fuel clause, the Commission in a public hearing will review and evaluate past operations of the clause, disallow improper expenses, and to the extent appropriate, reestablish the fuel clause charge in accordance with Subsection 2.

13. Resulting cost per kilowatt-hour in September 2004 to be used as the base cost in Standard Fuel Adjustment Clause is:

$$\frac{\text{Fuel September} = \$ 8,703,098}{\text{Sales September} = 527,226,000} = \$0.01651/\text{kwh}$$

This, as used in the Fuel Adjustment Clause, is 1.651 cents per kilowatt-hour.

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

FUEL ADJUSTMENT CLAUSE (Cont'd)

5. Sales (S) shall be all kwh's sold, excluding intersystem sales. Where, for any reason billed system sales cannot be coordinated with the fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) intersystem sales referred to in subsection (3)(d) above, less (vi) total system loss. Utility used energy shall not be excluded in the determination of sales (S).
6. The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts or Public Utilities and Licensees.
7. At the time the fuel clause is initially filed, the utility shall submit copies of each fossil fuel purchase contract not otherwise on file with the Commission and all other agreements, options or similar such documents, and all amendments and modifications thereof related to the procurement of fuel supply and purchased power. Incorporation by reference is permissible. Any changes in the documents, including price escalations, or any new agreements entered into after the initial submission, shall be submitted at the time they are entered into. Where fuel is purchased from utility-owned or controlled sources, or the contract contains a price escalation clause, those facts shall be noted and the utility shall explain and justify them in writing. Fuel charges, which are unreasonable, shall be disallowed and may result in the suspension of the fuel adjustment clause. The Commission on its own motion may investigate any aspect of fuel purchasing activities covered by this regulation.
8. Any tariff filing which contains a fuel clause shall conform that clause with this regulation within three (3) months of the effective date of this regulation. The tariff filing shall contain a description of the fuel clause with detailed cost support.
9. The monthly fuel adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.
10. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS61.870 to 61.884.
11. At six (6) month intervals, the Commission will conduct public hearings on a utility's past fuel adjustments. The Commission will order a utility to charge off and amortize, by means of a temporary decrease of rates, any adjustment it finds unjustified due to improper calculation or application of the charges or improper fuel procurement practice.
12. Every two (2) years following the initial effective date of each utility fuel clause, the Commission in a public hearing will review and evaluate past operations of the clause, disallow improper expenses, and to the extent appropriate, reestablish the fuel clause charge in accordance with Subsection 2.
13. Resulting cost per kilowatt-hour in September 2004 to be used as the base cost in Standard Fuel Adjustment Clause is:

$$\frac{\text{Fuel September 2004} = \$ 8,703,098}{\text{Sales September 2004} = 527,226,000} = \$0.01651/\text{KWH}$$

This, as used in the Fuel Adjustment Clause, is 1.651 cents per kilowatt-hour.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF R.S.
(Residential Service)

AVAILABILITY OF SERVICE

Available for full domestic electric service through 1 meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits.

RATE. (Tariff Codes 015, 017, 022)

Service Charge.....	\$5.50 per month	(I)
Energy Charge:		(I)
First 500 KWH per month	7.259¢ per KWH	
All Over 500 KWH per month.....	6.494¢ per KWH	(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of the Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

(Cont'd. On Sheet 6-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No 2005- dated

TARIFF R.S. (Cont'd)
(Residential Service)(STORAGE WATER HEATING PROVISION. (Cont'd)

If the customer installs a Company approved storage water heating system which consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

Tariff Code

- 012 (a) For Minimum Capacity of 80 gallons, the last 300 KWH of use in any month shall be billed at 2.396¢ per KWH.
013 (b) For Minimum Capacity of 100 gallons, the last 400 KWH of use in any month shall be billed at 2.396¢ per KWH.
014 (c) For Minimum Capacity of 120 gallons or greater, the last 500 KWH of use in any month shall be billed at 2.396¢ per KWH.

These provisions, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For purpose of this provision, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00PM to 7:00AM for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the storage water heating system and devices which qualify the residence for service under the storage water heater provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgment the availability conditions of this tariff are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

This provision is subject to the Service Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Clause, the Environmental Surcharge, and the Net Merger Savings Credit factor as stated in the above monthly rate.

LOAD MANAGEMENT WATER-HEATING PROVISION (Tariff Code 011)

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 Kwh of use in any month shall be billed at 2.396¢ per Kwh.

This provision, however, shall in no event apply to the first 200 Kwh used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This service is available to rural domestic customers engaged principally in agricultural pursuits where service is taken through one meter for residential purposes as well as for the usual farm uses outside the home, but it is not extended to operations of a commercial nature or operations such as processing, preparing or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This tariff is available for single phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

(Cont'd. On Sheet 6-2a)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

TARIFF R.S. (Cont'd)
(Residential Service)

STORAGE WATER HEATING PROVISION.

This provision is withdrawn except for the present installations of current customers receiving service hereunder at premises served prior to April 1, 1997.

If the customer installs a Company approved storage water heating system which consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

Tariff Code

- 012 (a) For Minimum Capacity of 80 gallons, the last 300 KWH of use in any month shall be billed at 2.701¢ per KWH.
- 013 (b) For Minimum Capacity of 100 gallons, the last 400 KWH of use in any month shall be billed at 2.701¢ per KWH.
- 014 (c) For Minimum Capacity of 120 gallons or greater, the last 500 KWH of use in any month shall be billed at 2.701¢ per KWH.

(I)
(I)
(I)

These provisions, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For purpose of this provision, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00PM to 7:00AM for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the storage water heating system and devices which qualify the residence for service under the storage water heater provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgment the availability conditions of this provision are being violated, it may discontinue billing the Customer under this provision and commence billing under the standard monthly rate.

(T)

This provision is subject to the Service Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Clause, the Environmental Surcharge, the Net Merger Savings Credit, and the State Issues Stipulation Charge factors as stated in the above monthly rate.

(T)

LOAD MANAGEMENT WATER-HEATING PROVISION. (Tariff Code 011)

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 KWH of use in any month shall be billed at 2.701¢ per KWH.

(I)

This provision, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the Customer under this provision and commence billing under the standard monthly rate.

(T)

This provision is subject to the Service Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Clause, the Environmental Surcharge, the Net Merger Savings Credit, and the State Issues Stipulation Charge factors as stated in the above monthly rate.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This service is available to rural domestic customers engaged principally in agricultural pursuits where service is taken through one meter for residential purposes as well as for the usual farm uses outside the home, but it is not extended to operations of a commercial nature or operations such as processing, preparing or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

(Cont'd. On Sheet 6-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF R.S. (CONT'D)
(Residential Service)

SPECIAL TERMS AND CONDITIONS (Cont'd)

The Company shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly, the minimum charge and the quantity of KQH in each block of the rates shall be multiplied by two.

Pursuant to 807 KAR 5:041, Section 11, paragraph (5), of Public Service Commission Regulations, the Company will make an extension of 2,500 feet or less to its existing distribution line without charge for a prospective permanent residential customer served under this R.S. Tariff.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPPI or by special agreement.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and after September 29, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued Pursuant to Public Service Commission Order in Case No. 99-149 dated June 14, 1999

TARIFF R.S.(Cont'd)
(Residential Service)SPECIAL TERMS AND CONDITIONS. (Cont'd)

This tariff is available for single-phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, another applicable tariff will apply to such service.

The Company shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly, the minimum charge and the quantity of KWH in each block of the rates shall be multiplied by two.

Pursuant to 807 KAR 5:041, Section 11, paragraph (5), of Public Service Commission Regulations, the Company will make an extension of 1,000 feet or less to its existing distribution line without charge for a prospective permanent residential customer served under this R.S. Tariff.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement.

(T)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF R.S. - L.M. - T.O.D.
(Residential Service Load Management Time-of-Day)

AVAILABILITY OF SERVICE.

Available to customers eligible for Tariff R.S. (Residential Service) who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

RATE. (Tariff Codes 028, 029, 030, 031, 032, 033, 034, 035)

Service Charge.....	\$ 6.75 per month
Energy Charge:	
All KWH used during on-peak billing period.....	7.830¢ per KWH
All KWH used during off-peak billing period.....	2.396¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

CONSERVATION AND LOAD MANAGEMENT CREDIT.

For the combination of an approved electric thermal storage space heating system and water heater, both of which are designed to consume electrical energy only between the hours of 9:00P.M. and 7:00A.M. for all days of the week, each residence will be credited 0.745¢ per KWH for all energy used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rate set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

(Cont'd On Sheet No. 6-4)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

TARIFF R.S. - L.M. - T.O.D.
(Residential Service Load Management Time-of-Day)

AVAILABILITY OF SERVICE.

Available to customers eligible for Tariff R.S. (Residential Service) who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

RATE. (Tariff Codes 028, 029, 030, 031, 032, 033, 034, 035)

Service Charge.....\$ 8.00 per month

(I)

Energy Charge:

All KWH used during on-peak billing period..... 11.764¢ per KWH

(I)

All KWH used during off-peak billing period..... 2.701¢ per KWH

(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

CONSERVATION AND LOAD MANAGEMENT CREDIT.

For the combination of an approved electric thermal storage space heating system and water heater, both of which are designed to consume electrical energy only between the hours of 9:00P.M. and 7:00A.M. for all days of the week, each residence will be credited 0.745¢ per KWH for all energy used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

(Cont'd On Sheet No. 6-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF R.S. - L.M. - T.O.D. (Cont'd)
(Residential Service Load Management Time-of-Day)**NET MERGER SAVINGS CREDIT.**

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

SEPARATE METERING PROVISION.

Customers who use electric thermal storage space heating and water heaters which consume energy only during off-peak hours specified by the Company, or other automatically controlled load management devices such as space and/or water heating equipment that use energy only during off-peak hours specified by the Company, shall have the option of having these approved load management devices separately metered. The service charge for the separate meter shall be \$3.00 per month.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds, that in its sole judgement, the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate Residential Service tariff.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

TARIFF R.S.-L.M.-T.O.D. (Cont'd)
(Residential Service Load Management Time-of-Day)

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

SEPARATE METERING PROVISION.

Customers who use electric thermal storage space heating and water heaters which consume energy only during off-peak hours specified by the Company, or other automatically controlled load management devices such as space and/or water heating equipment that use energy only during off-peak hours specified by the Company, shall have the option of having these approved load management devices separately metered. The service charge for the separate meter shall be \$3.00 per month.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds, that in its sole judgment, the availability conditions of this tariff are being violated, it may discontinue billing the Customer under this tariff and commence billing under the appropriate Residential Service Tariff.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP 1 or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

EXPERIMENTAL TARIFF R.S. - T.O.D. (Residential Service Time-of-Day)

AVAILABILITY OF SERVICE.

Available for residential electric service through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customer engaged principally in agricultural pursuits. Availability is limited to the first 1,000 customers applying for service under this tariff.

RATE. (Tariff Codes 036 and 037)

Table with 2 columns: Description and Rate. Rows include Service Charge (\$ 6.75 per month), Energy Charge, All KWH used during on-peak billing period (7.830¢ per KWH), and All KWH used during off-peak billing period (2.396¢ per KWH).

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bill computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2004-00463 dated June 23, 2005

TARIFF R.S. - T.O.D.
(Residential Service Time-of-Day)

AVAILABILITY OF SERVICE

Available for residential electric service through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customers engaged principally in agricultural pursuits. Availability is limited to the first 1,000 customers applying for service under this tariff.

RATE (Tariff Codes 036 and 037)

Service Charge.....	\$ 8.00 per month	(I)
Energy Charge:		
All KWH used during on-peak billing period.....	11.764¢ per KWH	(I)
All KWH used during off-peak billing period.....	2.701¢ per KWH	(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00P.M. for all weekdays, Monday through Friday. The off-peak period is defined as 9:00P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE

Bill computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

(Cont'd on Sheet No. 6-7)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No.2005- dated

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TARIFF R.S. - T.O.D. (Cont'd)
(Residential Service Time-of-Day)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-0000 dated

S.G.S.
(Small General Service)

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands less than 5 KW (excluding the demand served by the Load Management Time-of-Day provisions).

RATE. (Tariff Code 211, 212)

Service Charge.....\$9.85 per month
Energy Charge:
First 500 KWH per month..... 6.758¢ per KWH
All Over 500 KWH per month..... 4.114¢ per KWH

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rate set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to standard meter shall receive service for both under the appropriate provision of this tariff.

(Cont'd on Sheet 7-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF S.G.S.
(Small General Service)

AVAILABILITY OF SERVICE.

Available for general service to customers with average monthly demands less than 10 KW and maximum monthly demands of less than 15 KW (excluding the demand served by the Load Management Time-of-Day provisions).

(T)

RATE. (Tariff Code 211, 212)

Service Charge.....	\$ 11.50 per month
Energy Charge:	
First 500 KWH per month.....	8.761¢ per KWH
All Over 500 KWH per month.....	4.984¢ per KWH

(I)

(I)

(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rate set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this tariff schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(Cont'd. On Sheet 7-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

S.G.S. (Cont'd.)
(Small General Service)

RATE. (Tariff Code 225, 226)

Service Charge.....	\$15.10 per month
Energy Charge:	
All KWH used during on-peak billing period.....	9.533¢ per KWH
All KWH used during off-peak billing period	2.505¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

The Company shall have the right to require contracts for periods of one year or longer.

OPTIONAL UNMETERED SERVICE PROVISION.

Available to customers who qualify for Tariff SGS and use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The Customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected or the earliest date allowed by Kentucky statute whichever is applicable.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following rates:

RATE. (Tariff Code 204 (Mtrd), 213 (Umr))

Customer Charge.....	\$ 7.00 per month
Energy Charge:	
First 500 KWH per month.....	6.758¢ per KWH
All Over 500 KWH per month.....	4.114¢ per KWH

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

TARIFF S.G.S. (Cont'd.)
(Small General Service)

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE. (Tariff Code 225, 226)

Service Charge.....	\$15.10 per month	
Energy Charge:		
All KWH used during on-peak billing period.....	12.295¢ per KWH	(I)
All KWH used during off-peak billing period	2.701¢ per KWH	(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

The Company shall have the right to require contracts for periods of one year or longer.

OPTIONAL UNMETERED SERVICE PROVISION.

Available to customers who qualify for Tariff SGS and use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one Customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The Customer shall furnish switching equipment satisfactory to the Company. The Customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected or the earliest date allowed by Kentucky statute whichever is applicable.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following rates:

RATE. (Tariff Code 204 (Mtrd), 213 (Umr))

Customer Charge.....	\$7.50 per month	(I)
Energy Charge:		
First 500 KWH per month.....	8.761¢ per KWH	(I)
All Over 500 KWH per month.....	4.984¢ per KWH	(I)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

Customer with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP 1 or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.G.S.
 (Medium General Service)

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 5 KW but not more than 100 KW (excluding the demand served by the Load Management Time-of-Day provision).

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE.

	Service Voltage		
	Secondary	Primary	Subtransmission
Tariff Code	215, 216, 218	217, 220	236
Service Charge per Month	\$ 10.80	\$16.20	\$119.00
Demand Charge per KW	\$ 1.16	\$ 1.16	\$ 1.16
Energy Charge:			
KWH equal to 200 times KW of monthly billing demand	5.736¢	5.179¢	4.703¢
KWH in excess of 200 times KW of monthly billing demand	4.768¢	4.521¢	4.351¢

RECREATIONAL LIGHTING SERVICE PROVISION.

Available for service to customers with demands of 5 KW or greater and who own and maintain outdoor lighting facilities and associated equipment utilized at baseball diamonds, football stadiums, parks and other similar recreational areas. This service is available only during the hours between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system. All Terms and Conditions of Service applicable to Tariff M.G.S. customers will also apply to recreational customers except for the Availability of Service.

RATE. (Tariff Code 214)

Service Charge	\$10.80 per month
Energy Charge	5.754¢ per KWH

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the sum of the service charge plus the demand charge multiplied by 5 KW for the demand portion (5 KW and above) of the rate.

Industrial and coal mining customers contracting for 3-phase service after October 1, 1959 shall contract for capacity sufficient to meet their normal maximum demands in KW, but not less than 10 KW. Monthly billing demand of these customers shall not be less than 60% of contract capacity and the minimum monthly charge shall be \$4.82 per KW of monthly billing demand, subject to adjustment as determined under the fuel adjustment clause, system sales clause, demand-side management clause, the environmental surcharge plus the service charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per Kwh calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

(Cont'd. On Sheet No. 8-2)

DATE OF ISSUE June 29, 2005 DATE OF EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF M.G.S.
 (Medium General Service)

AVAILABILITY OF SERVICE.

Available for general service to customers with average monthly demands greater than 10 KW or maximum monthly demands greater than 15 KW, but not more than 100 KW (excluding the demand served by the Load Management Time-of-Day provision). (T)

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE.

	Secondary	Service Voltage Primary	Subtransmission	
Tariff Code	215, 216, 218	217, 220	236	
Service Charge per Month	\$13.50	\$21.00	\$153.00	(I)
Demand Charge per KW	\$1.38	\$1.34	\$1.32	(I)
Energy Charge:				
KWH equal to 200 times KW of monthly billing demand	6.951¢	6.284¢	5.714¢	(I)
KWH in excess of 200 times KW of monthly billing demand	5.792¢	5.496¢	5.292¢	(I)

RECREATIONAL LIGHTING SERVICE PROVISION.

Available for service to customers with demands of 5 KW or greater and who own and maintain outdoor lighting facilities and associated equipment utilized at baseball diamonds, football stadiums, parks and other similar recreational areas. This service is available only during the hours between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system. All Terms and Conditions of Service applicable to Tariff M.G.S. customers will also apply to recreational customers except for the Availability of Service.

RATE. (Tariff Code 214)

Service Charge	\$13.50 per month	(I)
Energy Charge	6.520¢ per KWH	(I)

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the sum of the service charge plus the demand charge multiplied by 6 KW for the demand portion (6 KW and above) of the rate. (T)

The minimum monthly charge for industrial and coal mining customers contracting for 3-phase service after October 1, 1959 shall be \$5.75 per KW of monthly billing demand, subject to adjustment as determined under the fuel adjustment clause, system sales clause, demand-side management clause, the environmental surcharge, the net merger savings credit, the state issues stipulation charges, plus the service charge. (I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

(Cont'd. On Sheet No. 8-2)

DATE OF ISSUE September 26, 2005 DATE OF EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY AFFAIRS FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-_____ dated _____

TARIFF M.G.S. (Cont'd.)
(Medium General Service)

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurements of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Energy supplied hereunder will be delivered through not more than one single phase and/or polyphase meter. Customer's demand will be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. The minimum billing demand shall be 5 KW.

LOAD MANAGEMENT TIME-OF-DAY PROVISION. (Tariff Codes 223, 224)

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE.

Service Charge	\$ 3.00 per month
Energy Charge:	
All KWH used during on-peak billing period	8.606¢ per KWH
All KWH used during off-peak billing period	3.059¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

(Cont'd. On Sheet 8-3)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF M.G.S. (Cont'd.)
(Medium General Service)ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per KWH calculated in compliance with the State Issues Stipulation Tariff contained in Sheet No. 28-1.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurements of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Energy supplied hereunder will be delivered through not more than one single phase and/or polyphase meter. Customer's demand will be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. The minimum monthly billing demand shall not be less than (a) the minimum billing demand of 6 KW, or (b) 60% of the greater of (1) the customer's contract capacity in excess of 100 KW or (2) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

LOAD MANAGEMENT TIME-OF-DAY PROVISION. (Tariff Codes 223, 224)

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

(Cont'd. On Sheet 8-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.G.S (Cont'd)
(Medium General Service)

TERM OF CONTRACT.

Contracts under this tariff will be required of customers with normal maximum demands of 100 KW or greater, except for 3-phase service to industrial and coal mining customers as provided elsewhere in this tariff. Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for periods of longer than 1 year and to require contracts for Customer's with normal maximum demands of less than 100 KW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to Customers having other source of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the Customer shall contract for the maximum demand in KW which the Company might be required to furnish, but no less than 5 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point of both their power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

TARIFF M.G.S (Cont'd)
(Medium General Service)

RATE.

Service Charge	\$ 3.00 per month	
Energy Charge:		
All KWH used during on-peak billing period	8.696¢ 11.388¢ per KWH	(I)
All KWH used during off-peak billing period	3.059¢ 2.793¢ per KWH	(D)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be required of customers with normal maximum demands of ~~400~~ 500 KW or greater. Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for periods of longer than 1 year and to require contracts for Customers with normal maximum demands of less than ~~400~~ 500 KW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to Customers having other source of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the Customer shall contract for the maximum demand in KW which the Company might be required to furnish, but no less than 10 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point of both their power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

**EXPERIMENTAL TARIFF M.G.S.-T.O.D.
(Medium General Service Time-of-Day)**

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 10 KW but not more than 100KW. Availability is limited to the first 500 customers applying for service under this tariff.

RATE. (Tariff Code 229, 230)

Service Charge	\$ 11.60 per month
Energy Charge:	
All KWH used during on-peak billing period	8.606¢ per KWH
All KWH used during off-peak billing period	3.059¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

(Cont'd on Sheet No. 8-5)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF M.G.S.-T.O.D.
(Medium General Service Time-of-Day)

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 10 KW but not more than 100 KW. Availability is limited to the first 500 customers applying for service under this tariff.

RATE. (Tariff Code 229, 230)

Service Charge	\$ 41-60	\$14.30 per month	(I)
Energy Charge:			
All KWH used during on-peak billing period	8-606¢	11.388¢ per KWH	(I)
All KWH used during off-peak billing period	3-059¢	2.793¢ per KWH	(D)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the Service Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(Cont'd on Sheet 8-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

EXPERIMENTAL TARIFF M.G.S.-T.O.D. (Cont'd)
(Medium General Service Time-of-Day)

SPECIAL TERMS AND CONTIONS (Cont'd)

Customers with PURPA Section 210 qualifying cogeneration and/or small power productions facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and after September 29, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service commission I Case No. 99-149 dated June 14, 1999

TARIFF M.G.S.-T.O.D. (Cont'd)
(Medium General Service Time-of-Day)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service

Customers with PURPA Section 210 qualifying cogeneration and/or small power productions facilities shall take service under Tariff COGEN/SPP I or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service commission I Case No. 2005- dated

SECTION III
 PAGE 248 OF 373

PSC ELECTRIC NO. 7

TARIFF L.G.S.
 (Large General Service)

AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum demands greater than 100 KVA but not more than 1,000 KVA (excluding the demand served by the Load Management Time-of-Day provision).

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE.

Tariff Code	Service Voltage		
	Secondary	Primary	Subtransmission
	240, 242	244, 246	248
Service Charge per Month	\$ 85.00	\$127.50	\$535.50
Demand Charge per KVA	\$ 2.97	\$ 2.97	\$ 2.97
Energy Charge per KWH	4.078 ¢	3.419 ¢	2.890¢

MINIMUM CHARGE.

Bills computed under the above rate are subject to a monthly minimum charge of the sum of the service charge, the minimum demand charge (product of the demand charge and the monthly billing demand).

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(Cont'd. On Sheet No.9-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

**TARIFF L.G.S.
(Large General Service)**

AVAILABILITY OF SERVICE

Available for general service to customers with normal maximum demands greater than 100 KW but not more than 1,000 KW (excluding the demand served by the Load Management Time-of-Day provision).

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

RATE

Tariff Code	Service Voltage			
	Secondary 240, 242	Primary 244, 246	Subtransmission 248	Transmission
Service Charge per Month	\$ 85.00	\$127.50	\$535.50	\$535.50
Demand Charge per KW	\$ 2.97 \$3.54	\$ 2.97 \$3.44	\$ 2.97 \$3.37	\$3.32
Excess Reactive Charge per KVA	\$ 2.97	\$ 2.97	\$ 2.97	\$ 2.97
Energy Charge per KWH	4.078¢ 5.107¢	3.419¢ 4.379¢	2.890¢ 3.272¢	2.862¢

MINIMUM CHARGE

Bills computed under the above rate are subject to a monthly minimum charge comprised of the sum of the service charge and the minimum demand charge. The minimum demand charge is the product of the demand charge per KW and the monthly billing demand.

FUEL ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(Cont'd. On Sheet No.9-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF L.G.S. (Cont'd.)
(Large General Service)

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KVA based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Billing demand in KVA shall be taken each month as the highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Company's option as the highest registration of a thermal type demand meter or indicator, divided by the average monthly power factor established during the month corrected to the nearest KVA. Monthly billing demand established hereunder shall not be less than 60% of the contract capacity.

ADJUSTMENT MODIFYING RATE.

Power Factor

The rate set forth in this tariff is subject to power factor based upon the maintenance by the customer of an average monthly power factor of 85% leading or lagging as measured by integrating meters. When the average monthly power factor is above or below 85%, leading or lagging, the kilowatt-hours as metered will be multiplied for billing purposes by the constant, rounded to the nearest 0.0001, derived from the following formula:

$$\text{Constant} = 0.9510 + \left[0.1275 \left[\frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE. (Tariff Code 251)

Service Charge	\$81.80 per month
Energy Charge:	
All KWH used during on-peak billing period	7.226¢ per KWH
All KWH used during off-peak billing period	2.414¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

(Cont'd. On Sheet No. 9-3)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF L.G.S. (Cont'd.)
(Large General Service)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

(T)

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

Billing demand in KW shall be taken each month as the highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Company's option as the highest registration of a thermal type demand meter or indicator. The monthly billing demand so established shall in no event be less than 60% of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

DETERMINATION OF EXCESS KILOVOLT-AMPERE (KVA) DEMAND

The maximum KVA demand shall be determined by the use of a multiplier equal to the reciprocal of the average power factor recorded during the billing month, leading or lagging, applied to the metered demand. The excess KVA demand, if any, shall be the amount by which the maximum KVA demand established during the billing period exceeds 115% of the kilowatts of metered demand.

(T)

LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements.

Customers who desire to separately wire their load management load to a time-of-day meter and their general-use load to a standard meter shall receive service for both under the appropriate provision of this tariff.

RATE. (Tariff Code 251)

Service Charge	\$81.80	per month
Energy Charge:		
All KWH used during on-peak billing period	9.625¢	per KWH
All KWH used during off-peak billing period	2.767¢	per KWH

(I)
(I)

For the purpose of this tariff, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

(Cont'd. On Sheet No. 9-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF L.G.S. (Cont'd)
(Large General Service)

TERM OF CONTRACT

Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts or periods greater than 1 year.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contract for except by mutual agreement. Contracts will be made in multiples of 25 KVA.

SPECIAL TERMS AND CONDITIONS

This tariff is subject to the Company's Terms and conditions of Service.

This tariff is also available to Customers having other sources of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KVA, which the Company might be required to furnish, but not less than 100 KVA. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billings periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

TARIFF L.G.S. (Cont'd)
(Large General Service)

TERM OF CONTRACT.

Contracts under this tariff will be made for customers requiring a normal maximum monthly demand between 500 KW and 1,000 KW and be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts or periods greater than 1 year. For customers with demands less than 500 KW, a contract may, at the Company's option, be required. (T)

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year for all customers served under this tariff.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY.

The Customer shall set forth the amount of capacity contracted for (the "contract capacity") in an amount up to 1,000 KW. Contracts will be made in multiples of 25 KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company. (T)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to Customers having other sources of energy supply but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW, which the Company might be required to furnish, but not less than 100 KW nor more than 1,000 KW. The Company shall not be obligated to supply demands in excess of the contract capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billings periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above. (T)

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP I or II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No 2005- dated

TARIFF Q.P.
(Quantity Power)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with demands less than 7,500 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the contract capacity be less than 1,000 KW.

RATE.

Tariff Code	Service Voltage		
	Primary	Subtransmission	Transmission
Service Charge per Month	\$ 276.00	\$ 662.00	\$ 1,353.00
Demand Charge per KW			
Of monthly on-peak billing demand	\$ 9.29	\$ 8.51	\$ 7.88
Of monthly off-peak excess			
Billing demand	\$ 0.90	\$ 0.86	\$ 0.85
Energy Charge per KWH	1.726 ¢	1.677 ¢	1.661 ¢

Reactive Demand Charge for each kilovar of maximum Leading or Lagging reactive Demand in Excess of 50 percent of the KW of monthly metered demand\$ 0.57 KVAR

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Demand Charge multiplied by the billing demand.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 10-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF Q.P.
(Quantity Power)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with demands less than 7,500 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet normal maximum requirements, but in no case shall the contract capacity be less than 1,000 KW.

RATE.

	<u>Secondary</u>	<u>Primary</u>	<u>Service Voltage Subtransmission</u>	<u>Transmission</u>	
Tariff Code		358	359	360	
Service Charge per month	\$ 276.00	\$ 276.00	\$ 662.00	\$ 1,353.00	
Demand Charge per KW					
Of monthly on-peak billing demand	\$14.27	\$ 9.29 \$12.44	\$ 8.51 \$9.59	\$ 7.88 \$8.13	(I)
Of monthly off-peak excess billing demand	\$5.00	\$ 0.90 \$3.46	\$ 0.86 \$0.93	\$ 0.85 \$0.80	(I)
Energy Charge per KWH	2.162¢	1.726¢ 2.108¢	1.677¢ 2.078¢	1.661¢ 2.051¢	(I)
Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand					\$ 0.57 \$0.72/KVAR (I)

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Demand Charge per KW multiplied by the billing demand.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Surcharge Adjustment based on a percent of revenue in compliance with the Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 10-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

TARIFF Q.P. (Cont'd.)
(Quantity Power)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

MONTHLY BILLING DEMAND.

The on-peak billing demand in KW shall be taken each month as the single highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator, but the monthly on-peak billing demand so established shall in no event be less than 60% of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

Off-peak excess billing demand in any month shall be the amount of KW by which the off-peak billing demand exceeds the on-peak billing demand for the month.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

For the purpose of this provision, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M., Monday through Friday. the off-peak billing period is defined as 9:00 P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both its power and camp requirements.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bill rendered on and September 29, 1997

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated June 14, 1999

TARIFF Q.P. (Cont'd.)
(Quantity Power)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

The on-peak billing demand in KW shall be taken each month as the single highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator, but the monthly on-peak billing demand so established shall in no event be less than 60% of the greater of (a) the Customer's contract capacity set forth on the contract for electric service or (b) the customer's highest previously established monthly billing demand during the past 11 months.

Off-peak excess billing demand in any month shall be the amount of KW by which the off-peak billing demand exceeds the on-peak billing demand for the month.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

For the purpose of this provision, the on-peak billing period is defined as 7:00 A.M. to 9:00 P.M., Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00 A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY

The Customer shall set forth the amount of capacity contracted for ("the contract capacity") in an amount equal to or greater than 1,000 KW but less than 7,500 KW; in multiples of 100KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company.

(Cont'd on Sheet No. 10-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

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TARIFF Q.P. (Cont'd)
(Quantity Power)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial Customer who furnish service to Customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point for both the power and camp requirements. (T)

This tariff is also available to Customer having other sources of energy supply, but who desire to purchase standby or back-up electric s service from the Company. Where such conditions exist the Customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW nor more than 7,500 KW. The Company shall not be obligated to supply demands in excess of that contracted capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph ""Minimum Charge" above. (T)

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

Customer with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.I.P. - T.O.D.
(Commercial and Industrial Power - Time-of-Day)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with normal maximum demands of 7,500 KW and above. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 7,500 KW.

RATE.

	<u>Service Voltage</u>		
	<u>Primary</u> 370	<u>Subtransmission</u> 371	<u>Transmission</u> 372
Service Charge per Month	\$ 276.00	\$ 662.00	\$ 1,353.00
Demand Charge per KW			
On-peak	\$ 8.60	\$ 7.89	\$ 7.34
Off-peak	\$ 2.02	\$ 1.23	\$ 1.05
Energy Charge per Kwh	1.726¢	1.677¢	1.661¢

Reactive Demand Charge for each kilovar of maximum Leading or Lagging Reactive Demand in Excess of 50 percent of the KW of monthly metered demand\$ 0.60 KVAR

For the purpose of this tariff, the on-peak billing period is defined as 7:00 AM to 9:00 PM for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 PM to 7:00 AM for all weekdays and all hours of Saturday and Sunday.

MINIMUM DEMAND CHARGE.

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
\$9.89/KW	\$ 8.99/KW	\$ 8.32/KW

The minimum demand shall be the greater of 60% of the contract capacity or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Minimum Demand Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

(Cont'd. On Sheet No. 11-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF C.I.P. - T.O.D.
(Commercial and Industrial Power - Time-of-Day)

AVAILABILITY OF SERVICE.

Available for commercial and industrial KWHs with normal maximum demands of 7,500 KW and above. KWHs shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 7,500 KW.

RATE.

	<u>Service Voltage</u>		
	<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
Tariff Code	370	371	372
Service Charge per Month	\$ 276.00	\$ 662.00	\$ 1,353.00
Demand Charge per KW			
On-peak	\$14.78	\$11.68	\$10.12
Off-peak	\$3.84	\$1.03	\$0.91
Energy Charge per KWH	1.724¢	1.698¢	1.678¢

Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand \$ 0.72/ KVAR

For the purpose of this tariff, the on-peak billing period is defined as 7:00 AM to 9:00 PM for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 PM to 7:00 AM for all weekdays and all hours of Saturday and Sunday.

MINIMUM DEMAND CHARGE.

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
\$15.84/KW	\$12.73/KW	\$11.14/KW

The minimum demand shall be the greater of 60% of the contract capacity set forth on the contract for electric service or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Minimum Demand Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the KWH is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

(Cont'd. On Sheet No. 11-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.I.P. - T.O.D. (Cont'd.)
(Commercial and Industrial Power - Time-of-Day)NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

MONTHLY BILLING DEMAND.

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVAR's as registered during the month by the demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 7,500 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and after May 27, 1997

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 DATED June 14, 1999

TARIFF C.I.P. - T.O.D. (Cont'd.)
(Commercial and Industrial Power - Time-of-Day)

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT.

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVAR's as registered during the month by the demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

(Cont'd on Sheet 11-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

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TARIFF C.I.P. – T.O.D. (Cont'd)
(Commercial and Industrial Power – Time-of-Day)

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY.

The Customer shall set forth the amount of capacity contracted for (the "contract capacity") in an amount equal to or greater than 7,500 KW, in multiples of 100KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company.

(T)

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 7,500 KW. The Company shall not be obligated to supply demands in excess of the contract for capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY K. WAGNER DIRECTOR OF REGULATORY FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF I.R.P.
(Interruptible Power)

Tariff I.R.P. was discontinued effective June 1, 1998 resulting in no customers presently receiving service under same.

Tariff I.R.P. was replaced with Tariff C.S.-I.R.P. (Contract Service-Interruptible Power) effective June 1, 1998.

DATE OF ISSUE May 1, 1998 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of letter from the Public Service Commission dated June 22, 1998

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TARIFF I. R. P. (Cont'd.)
(Interruptible Power)

Tariff I.R.P. was discontinued effective June 1, 1998 resulting in no customers presently receiving service under same. Tariff I.R.P. was replaced with Tariff C.S.-I.R.P. (Contract Service-Interruptible Power) effective June 1, 1998.

DATE OF ISSUE May 1, 1998 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter from the Public Service Commission dated June 22, 1998.

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PSC ELECTRIC NO. 7

TARIFF I.R.P. (Cont'd.)
(Interruptible Power)

Tariff I.R.P. was discontinued effective June 1, 1998 resulting in no customers presently receiving service under same. Tariff I.R.P. was replaced with Tariff C.S.-I.R.P. (Contract Service-Interruptible Power) effective June 1, 1998.

DATE OF ISSUE May 1, 1998 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter from the Public Service Commission dated June 22, 1998

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TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power)AVAILABILITY OF SERVICE.

Available for service to customers operating at subtransmission voltage or higher who contract for service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this Tariff to 60,000 kW.

Loads of new customers locating within the Company's service area or load expansions by existing customers may be offered interruptible service as part of an economic development incentive. Such interruptible service shall not be counted toward the limitation on total interruptible power contract capacity, as specified above, and will not result in a change to the limitation on total interruptible power contract capacity.

CONDITIONS OF SERVICE.

The Company will offer eligible customers the option to receive service from a menu of interruptible power options pursuant to a contract agreed to by the Company and the Customer.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this Tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Customer shall provide reasonable evidence to the Company that the Customer's electric service can be interrupted in accordance with the provisions of the written agreement including, but not limited to, the specific steps to be taken and equipment to be curtailed upon a request for interruption.

The Customer shall contract for capacity sufficient to meet normal maximum interruptible power requirements, but in no event the interruptible amount contracted for be less than 5,000 kW at any delivery point.

RATE. (Tariff Code 321)

Charges for service under this Tariff will be set forth in the written agreement between the Company and the Customer and will reflect a difference from the firm service rates otherwise available to the Customer.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

(Cont'd. On Sheet No. 12-5)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

KENTUCKY POWER COMPANY

Original Sheet No 12-1
Canceling _____ Sheet No. 12-1

P.S.C. ELECTRIC NO. 8

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power)

AVAILABILITY OF SERVICE.

Available for service to customers operating at subtransmission voltage or higher who contract for service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this Tariff to 60,000 kW.

Loads of new customers locating within the Company's service area or load expansions by existing customers may be offered interruptible service as part of an economic development incentive. Such interruptible service shall not be counted toward the limitation on total interruptible power contract capacity, as specified above, and will not result in a change to the limitation on total interruptible power contract capacity.

CONDITIONS OF SERVICE.

The Company will offer eligible customers the option to receive service from a menu of interruptible power options pursuant to a contract agreed to by the Company and the Customer.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this Tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Customer shall provide reasonable evidence to the Company that the Customer's electric service can be interrupted in accordance with the provisions of the written agreement including, but not limited to, the specific steps to be taken and equipment to be curtailed upon a request for interruption.

The Customer shall contract for capacity sufficient to meet normal maximum interruptible power requirements, but in no event will the interruptible amount contracted for be less than 5,000 kW at any delivery point.

RATE. (Tariff Code 321)

Charges for service under this Tariff will be set forth in the written agreement between the Company and the Customer and will reflect a difference from the firm service rates otherwise available to the Customer.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

(Cont'd. On Sheet No. 12-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

TERM OF CONTRACT.

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the Customer.

CONFIDENTIALITY.

All terms and conditions of any written contract under this Tariff shall be protected from disclosure as confidential, proprietary trade secrets, if either the Customer or the Company requests a Commission determination of confidentiality pursuant to 807KAR 5:001, Section 7 and the request is granted.

SPECIAL TERMS AND CONDITIONS.

Except as otherwise provided in the written agreement, this Tariff is subject to the Company's Terms and Conditions of Service.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by the customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

(Cont'd. On Sheet No. 12-6)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated June 14, 1999

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the Customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATES ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per kwh calculated in compliance with the State Issues stipulation Tariff contained in Sheet No. 28-1.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

TERM OF CONTRACT

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the Customer.

CONFIDENTIALITY

All terms and conditions of any written contract under this Tariff shall be protected from disclosure as confidential, proprietary trade secrets, if either the Customer or the Company requests a Commission determination of confidentiality pursuant to 807KAR 5:001, Section 7 and the request is granted.

(Cont'd. On Sheet No. 12-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)

SPECIAL TERMS AND CONDITIONS. (Cont'd.)

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 5,000 KW.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE May 1, 1998 DATE EFFECTIVE June 1, 1998

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter from the Public Service Commission dated June 22, 1998

TARIFF C.S.-I.R.P.
(Contract Service - Interruptible Power) (Cont'd.)

SPECIAL TERMS AND CONDITIONS

Except as otherwise provided in the written agreement, this Tariff is subject to the Company's Terms and Conditions of Service.

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

This tariff is also available to Customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist, the Customer shall contract for the maximum amount of demand in KW, which the Company might be required to furnish, but not less than 5,000 KW.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

**TARIFF M.W.
(Municipal Waterworks)**

AVAILABILITY OF SERVICE.

Available only to incorporated cities and towns and authorized water districts and to utility companies operating under the jurisdiction of Public Service Commission of Kentucky for the supply of electric energy to waterworks systems and sewage disposal systems served under this tariff on September 1, 1982, and only for continuous service at the premises occupied by the customer on this date. If service hereunder is discontinued, it shall not again be available.

Customer shall contract with the Company for a reservation in capacity in kilovolt-amperes sufficient to meet with the maximum load, which the Company may be required to furnish.

RATE. (Tariff Code 540)

Service Charge \$22.90 per month
Energy Charge:
All KWH Used Per Month 4.658¢ per KWH

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$3.05 per KVA as determined from customer's total connected load. The minimum monthly charge shall be subject to adjustments as determined under the Fuel Adjustment Clause.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

(Cont'd On Sheet No. 13-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

KENTUCKY POWER COMPANY

Original Sheet No. 13-1
Canceling _____ Sheet No. 13-1

P.S.C. ELECTRIC NO. 8

TARIFF M.W.
(Municipal Waterworks)

AVAILABILITY OF SERVICE.

Available only to incorporated cities and towns and authorized water districts and to utility companies operating under the jurisdiction of Public Service Commission of Kentucky for the supply of electric energy to waterworks systems and sewage disposal systems served under this tariff on September 1, 1982, and only for continuous service at the premises occupied by the Customer on this date. If service hereunder is discontinued, it shall not again be available.

Customer shall contract with the Company for a reservation in capacity in kilovolt-amperes sufficient to meet with the maximum load, which the Company may be required to furnish.

RATE. (Tariff Code 540)

Service Charge \$22.90 per month
Energy Charge:
All KWH Used Per Month 5.677¢ per KWH

(I)

MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$3.65 per KVA as determined from customer's total connected load. The minimum monthly charge shall be subject to adjustments as determined under the Fuel Adjustment Clause.

(I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES SETTLEMENT

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

(Cont'd On Sheet No. 13-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF M.W. (Cont'd)
(Municipal Waterworks)

PAYMENT.

Bills will be rendered monthly and will be due and payable on or before the 15th day from the date bills are mailed.

TERM OF CONTRACT.

Contracts under this tariff will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each until either party shall give at least 60 days' written notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than 1 year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is not available to customers having other sources of energy supply.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Service rendered on and afer May 27, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

TARIFF M.W. (Cont'd)
(Municipal Waterworks)

PAYMENT.

Bills will be rendered monthly and will be due and payable on or before the 15th day from the date bills are mailed.

TERM OF CONTRACT.

Contracts under this tariff will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each until either party shall give at least 60 days' written notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than 1 year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is not available to customers having other sources of energy supply.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005 dated

TARIFF O.L.
(Outdoor Lighting)

AVAILABILITY OF SERVICE.

Available for outdoor lighting to individual customers in locations where municipal street lighting is not applicable.

RATE.

A. OVERHEAD LIGHTING SERVICE

<u>Tariff Code</u>			
	1.	High Pressure Sodium	
094		100 watts (9,500 Lumens).....	\$ 5.22 per lamp
113		150 watts (16,000 Lumens).....	\$ 6.18 per lamp
097		200 watts (22,000 Lumens).....	\$ 7.89 per lamp
098		400 watts (50,000 Lumens).....	\$ 12.75 per lamp
	2.	Mercury Vapor*	
093		175 watts (7,000 Lumens).....	\$ 5.36 per lamp
095		400 watts (20,000 Lumens).....	\$ 8.95 per lamp

Company will provide lamp, photo-electric relay control equipment, luminaries and upsweep arm not over six feet in length, and will mount same on an existing pole carrying secondary circuits.

B. POST-TOP LIGHTING SERVICE

<u>Tariff Code</u>			
	1.	High Pressure Sodium	
111		100 watts (9,500 Lumens).....	\$ 8.99 per lamp
122		150 Watts (16,000 Lumens).....	\$ 14.69 per lamp
	2.	Mercury Vapor*	
099		175 watts (7,000 Lumens).....	\$ 6.24 per lamp

Company will provide lamp, photo-electric relay control equipment, luminaries, post, and installation including underground wiring for a distance of thirty feet from the Company's existing secondary circuits.

C. FLOOD LIGHTING SERVICE

<u>Tariff Code</u>			
	1.	High Pressure Sodium	
107		200 watts (22,000 Lumens).....	\$ 9.17 per lamp
109		400 watts (50,000 Lumens).....	\$ 12.61 per lamp
	2.	Metal Halide	
110		250 watts (20,500 Lumens).....	\$ 14.37 per lamp
116		400 watts (36,000 Lumens).....	\$ 18.81 per lamp
131		1000 watts (110,000 Lumens).....	\$ 40.37 per lamp

Company will provide lamp, photo-electric relay control equipment, luminaries, mounting bracket, and mount same on an existing pole carrying secondary circuits.

*These lamps are not available for new installations.

(Cont'd. on Sheet No. 14-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order from the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF O.L.
(Outdoor Lighting)

AVAILABILITY OF SERVICE

Available for outdoor lighting to individual customers in locations where municipal street lighting is not applicable.

RATE

A. OVERHEAD LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
094		100 watts (9,500 Lumens)	\$ 7.60	per lamp
113		150 watts (16,000 Lumens)	\$ 8.40	per lamp
097		200 watts (22,000 Lumens)	\$ 10.10	per lamp
098		400 watts (50,000 Lumens)	\$ 15.35	per lamp
	2.	Mercury Vapor		
093*		175 watts (7,000 Lumens)	\$ 8.40	per lamp
095*		400 watts (20,000 Lumens)	\$ 14.00	per lamp

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Company will provide lamp, photo-electric relay control equipment, luminaries and upsweep arm not over six feet in length, and will mount same on an existing pole carrying secondary circuits.

B. POST-TOP LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
111		100 watts (9,500 Lumens)	\$10.80	per lamp
122		150 Watts (16,000 Lumens)	\$17.65	per lamp
	2.	Mercury Vapor		
099*		175 watts (7,000 Lumens)	\$9.75	per lamp

(I)
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(I)

Company will provide lamp, photo-electric relay control equipment, luminaries, post, and installation including underground wiring for a distance of thirty feet from the Company's existing secondary circuits.

C. FLOOD LIGHTING SERVICE

Tariff
Code

	1.	High Pressure Sodium		
107		200 watts (22,000 Lumens)	\$ 11.55	per lamp
109		400 watts (50,000 Lumens)	\$ 15.30	per lamp
	2.	Metal Halide		
110		250 watts (20,500 Lumens)	\$17.25	per lamp
116		400 watts (36,000 Lumens)	\$22.60	per lamp
131		1000 watts (110,000 Lumens)	\$48.55	per lamp

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Company will provide lamp, photoelectric relay control equipment, luminaries, mounting bracket, and mount same on an existing pole carrying secondary circuits.

*These lamps are not available for new installations.

(Cont'd. on Sheet No. 14-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order from the Public Service Commission in Case No. 2005- dated

TARIFF O.L. (Cont'd.)
(Outdoor Lighting)

RATE (Cont'd.)

When new or additional facilities, other than those specified in Paragraphs A, B, and C, are to be installed by the Company, the customer in addition to the monthly charges, shall pay in advance the installation cost (labor and material) of such additional facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, select in lieu of such payment of the installation cost to pay: (TO BE ADDED IN NEXT REVISION OMITTED IN ERROR IN 1997)

Wood pole.....	\$1.80 per month
Overhead Wire span not over 150 feet.....	\$1.00 per month
Underground wire lateral not over 50 feet.....	\$5.35 per month
(Price includes pole riser and connections)	

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

	<u>METAL HALIDE</u>			<u>MERCURY VAPOR</u>		<u>HIGH PRESSURE SODIUM</u>			
	250 WATTS	400 WATTS	1000 WATTS	175 WATTS	400 WATTS	100 WATTS	150 WATTS	200 WATTS	400 WATTS
JAN	127	199	477	91	199	51	74	106	210
FEB	106	167	400	76	167	43	62	89	176
MAR	106	167	400	76	167	43	62	89	176
APR	90	142	340	65	142	36	53	76	150
MAY	81	127	304	58	127	32	47	68	134
JUNE	72	114	272	52	114	29	42	61	120
JULY	77	121	291	55	121	31	45	65	128
AUG	88	138	331	63	138	35	51	74	146
SEPT	96	152	363	69	152	39	57	81	160
OCT	113	178	427	81	178	45	66	95	188
NOV	119	188	449	86	188	48	70	100	198
DEC	<u>129</u>	<u>203</u>	<u>486</u>	<u>92</u>	<u>203</u>	<u>52</u>	<u>75</u>	<u>108</u>	<u>214</u>
TOTAL	1204	1896	4540	864	1896	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 a 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 14-3)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE June 9, 1999
ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated June 14, 1999

KENTUCKY POWER COMPANY

Original Sheet No. 14-2
Canceling _____ Sheet No. 14-2

P.S.C. ELECTRIC NO. 8

TARIFF O.L. (Cont'd.)
(Outdoor Lighting)

RATE. (Cont'd.)

When new or additional facilities, other than those specified in Paragraphs A, B, and C, are to be installed by the Company, the customer in addition to the monthly charges, shall pay in advance the installation cost (labor and material) of such additional facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost to pay:

Wood pole.....	\$2.30 per month
Overhead wire span not over 150 feet.....	\$1.30 per month
Underground wire lateral not over 50 feet	\$5.35 per month
(Price includes pole riser and connections)	

(I)
(I)

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

	<u>METAL HALIDE</u>			<u>MERCURY VAPOR</u>		<u>HIGH PRESSURE SODIUM</u>			
	250 WATTS	400 WATTS	1000 WATTS	175 WATTS	400 WATTS	100 WATTS	150 WATTS	200 WATTS	400 WATTS
JAN	127	199	477	91	199	51	74	106	210
FEB	106	167	400	76	167	43	62	89	176
MAR	106	167	400	76	167	43	62	89	176
APR	90	142	340	65	142	36	53	76	150
MAY	81	127	304	58	127	32	47	68	134
JUNE	72	114	272	52	114	29	42	61	120
JULY	77	121	291	55	121	31	45	65	128
AUG	88	138	331	63	138	35	51	74	146
SEPT	96	152	363	69	152	39	57	81	160
OCT	113	178	427	81	178	45	66	95	188
NOV	119	188	449	86	188	48	70	100	198
DEC	129	203	486	92	203	52	75	108	214
TOTAL	1204	1896	4540	864	1896	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 14-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF O.L. (Cont'd.)
(Outdoor Lighting)DELAYED PAYMENT CHARGE.

A delayed payment charge on residential customer accounts will be applied pursuant to the delayed payment charge on Tariff R.S. On all accounts other than residential not paid in full within 15 days of date of bill an additional charge of 5% of the unpaid portion will be made.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

OWNERSHIP OF FACILITIES.

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company.

The Company shall be allowed 3 working days after notification by the customer to replace all burned-out lamps.

TERM OF INITIAL SERVICE.

Term of initial service shall be required for an initial period of one year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company shall have the option of rendering monthly or bimonthly bills.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Service rendered on and after May 27, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated June 14, 1999

TARIFF O.L. (Cont'd.)
(Outdoor Lighting)

STATE ISSUES SETTLEMENT.

(T)

Bills computed according to the rates set forth herein will be increased by a State Issues Settlement Factor per KWH calculated in compliance with the State Issues Settlement Tariff contained in Sheet No. 28-1 of this Tariff Schedule.

NET CONGESTION RECOVERY.

(T)

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

DELAYED PAYMENT CHARGE.

A delayed payment charge on residential customer accounts will be applied pursuant to the delayed payment charge on Tariff R.S. On all accounts other than residential not paid in full within 15 days of date of bill an additional charge of 5% of the unpaid portion will be made.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

OWNERSHIP OF FACILITIES.

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company.

The Company shall be allowed 3 working days after notification by the customer to replace all burned-out lamps.

TERM OF INITIAL SERVICE.

Term of initial service shall be required for an initial period of one year.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company shall have the option of rendering monthly or bimonthly bills.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

AMERICAN ELECTRIC POWER

2nd Revised SHEET NO. 15-1
CANCELING 1st Revised SHEET NO. 15-1

PSC ELECTRIC NO. 7

TARIFF S.L.
(Street Lighting)

AVAILABILITY OF SERVICE.

Available for lighting service for all the lighting of public streets, public highways and other public outdoor areas in municipalities, counties, and other governmental subdivisions where such service can be supplied from the existing general distribution systems.

RATE. (Tariff Code 528)

A. Overhead Service on Existing Distribution Poles

1. High Pressure Sodium		
100 watts (9,500 lumens)	\$	4.56 per lamp
150 watts (16,000 lumens)	\$	5.10 per lamp
200 watts (22,000 lumens)	\$	5.93 per lamp
400 watts (50,000 lumens)	\$	8.22 per lamp

B. Service on New Wood Distribution Poles

1. High Pressure Sodium		
100 watts (9,500 lumens)	\$	7.19 per lamp
150 watts (16,000 lumens)	\$	7.85 per lamp
200 watts (22,000 lumens)	\$	9.17 per lamp
400 watts (50,000 lumens)	\$	11.47 per lamp

C. Service on New Metal or Concrete Poles

1. High Pressure Sodium		
100 watts (9,500 lumens)	\$	14.63 per lamp
150 watts (16,000 lumens)	\$	15.20 per lamp
200 watts (22,000 lumens)	\$	19.20 per lamp
400 watts (50,000 lumens)	\$	20.02 per lamp

Lumen rating is based on manufacturer's rated lumen output for new lamps.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

(Cont'd. On Sheet No. 15-2)

DATE OF ISSUE June 29, 2005 DATE EFFECTIVE Bills rendered on and after June 29, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00463 dated June 23, 2005

TARIFF S.L.
(Street Lighting)

AVAILABILITY OF SERVICE.

Available for lighting service for all the lighting of public streets, public highways and other public outdoor areas in municipalities, counties, and other governmental subdivisions where such service can be supplied from the existing general distribution systems.

RATE. (Tariff Code 528)

A. Overhead Service on Existing Distribution Poles

1. High Pressure Sodium			
100 watts (9,500 lumens).....	\$	5.60 per lamp	(I)
150 watts (16,000 lumens).....	\$	6.30 per lamp	(I)
200 watts (22,000 lumens).....	\$	7.80 per lamp	(I)
400 watts (50,000 lumens).....	\$	11.20 per lamp	(I)

B. Service on New Wood Distribution Poles

1. High Pressure Sodium			
100 watts (9,500 lumens).....	\$	8.95 per lamp	(I)
150 watts (16,000 lumens).....	\$	9.70 per lamp	(I)
200 watts (22,000 lumens).....	\$	11.20 per lamp	(I)
400 watts (50,000 lumens).....	\$	14.55 per lamp	(I)

C. Service on New Metal or Concrete Poles

1. High Pressure Sodium			
100 watts (9,500 lumens).....	\$	14.65 per lamp	(I)
150 watts (16,000 lumens).....	\$	15.20 per lamp	
200 watts (22,000 lumens).....	\$	19.20 per lamp	
400 watts (50,000 lumens).....	\$	20.00 per lamp	(D)

Lumen rating is based on manufacturer's rated lumen output for new lamps.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause and the System Sales Clause computations are as follows:

(Cont'd. On Sheet No. 15-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF S.L. (Cont'd.)
(Street Lighting)

FUEL ADJUSTMENT CLAUSE. (Cont'd.)

MONTH	HIGH PRESSURE SODIUM			
	100 WATTS	150 WATTS	200 WATTS	400 WATTS
JAN	51	74	106	210
FEB	43	62	89	176
MAR	43	62	89	176
APR	36	53	76	150
MAY	32	47	68	134
JUNE	29	42	61	120
JULY	31	45	65	128
AUG	35	51	74	146
SEPT	39	57	81	160
OCT	45	66	95	188
NOV	48	70	100	198
DEC	52	75	108	214
TOTAL	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

SPECIAL FACILITIES.

When a customer requests street lighting service which requires special poles or fixtures, underground street lighting, or a line extension of more than one span of approximately 150 feet, the customer will be required to pay, in advance, an aid-to-construction in the amount of the installed cost of such special facilities.

PAYMENT.

Bills are due and payable at the main or branch offices of the Company within ten (10) days of the mailing date.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

(Cont'd On Sheet No. 15-3)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on an after May 27, 1997

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated June 14, 1999

KENTUCKY POWER COMPANY

Original Sheet No. 15-2
Canceling _____ Sheet No. 15-2

P.S.C. ELECTRIC NO. 8

TARIFF S.L. (Cont'd.)
(Street Lighting)

FUEL ADJUSTMENT CLAUSE. (Cont'd.)

MONTH	HIGH PRESSURE SODIUM			
	100 WATTS	150 WATTS	200 WATTS	400 WATTS
JAN	51	74	106	210
FEB	43	62	89	176
MAR	43	62	89	176
APR	36	53	76	150
MAY	32	47	68	134
JUNE	29	42	61	120
JULY	31	45	65	128
AUG	35	51	74	146
SEPT	39	57	81	160
OCT	45	66	95	188
NOV	48	70	100	198
DEC	<u>52</u>	<u>75</u>	<u>108</u>	<u>214</u>
TOTAL	484	704	1012	2000

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1, 29-2 and 29-3 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 23-1 of this Tariff Schedule.

STATE ISSUES STIPULATION CHARGE.

Bills computed according to the rate set forth herein will be increased by a State Issues Stipulation Factor per KWH calculated in compliance with the State Issues Stipulation Tariff contained in Sheet No. 28-1.

(T)

NET CONGESTION RECOVERY.

Bills computed according to the rates set forth herein will be increased or decreased by a Net Congestion Recovery Factor per KWH calculated in compliance with the Net Congestion Recovery Tariff contained in Sheet No. 30-1 of this Tariff Schedule.

(T)

SPECIAL FACILITIES.

When a customer requests street lighting service which requires special poles or fixtures, underground street lighting, or a line extension of more than one span of approximately 150 feet, the customer will be required to pay, in advance, an aid-to-construction in the amount of the installed cost of such special facilities.

(Cont'd On Sheet No. 15-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on an after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF S.L. (Cont'd.)
(Street Lighting)

TERM OF CONTRACT.

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company may have the right to require contracts for periods of longer than one year if new or additional facilities are required.

DATE OF July 2, 1999 DATE EFFECTIVE Bills rendered on and after May 27, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

KENTUCKY POWER COMPANY

Original Sheet No. 15-3
Canceling _____ Sheet No. 15-3

P.S.C. ELECTRIC NO. 8

**TARIFF S.L. (Cont'd.)
(Street Lighting)**

PAYMENT.

Bills are due and payable within ten (10) days of the mailing date.

HOURS OF LIGHTING.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately 4,000 hours per annum.

TERM OF CONTRACT.

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive periods of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company may have the right to require contracts for periods of longer than one year if new or additional facilities are required.

DATE OF September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C. A. T. V.
(Cable Television Pole Attachment)

AVAILABILITY OF SERVICE

Available to operators of cable television systems (Operators) furnishing cable television service in the operating area of Kentucky Power Company (Company) for attachments of aerial cables, wires and associated appliances (attachments) to certain distribution poles of Kentucky Power Company.

RATES

Charge for attachments on a two-user pole \$ 4.97 per pole/year
 Charge for attachments on a three-user pole \$ 5.53 per pole/year

The above rate was calculated in accordance with the following formula:

$$\begin{array}{rcccl} \text{Weighted Average} & & \text{Usage} & & \text{Carrying} & & \\ & \times & & \times & & & \\ \text{Bare Pole Cost} & & \text{Factor} & & \text{Charge} & & = \text{Rate Per Pole} \end{array}$$

DELAYED PAYMENT CHARGE

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

POLE SUBJECT TO ATTACHMENT

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make attachments on certain distribution poles of Company, Operator shall make written application, on a form furnished by Company, to install attachments specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired. Within twenty-one (21) days after receipt of the application, Company shall notify Operator in writing whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Operator shall have a non-exclusive right to use such poles of Company as may be used or reserved for use by Operator and any other poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant, by contract or otherwise to others rights or privileges to use any poles of the Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. All poles shall be and remain the property of Company regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided hereunder, acquire no right, title or interest in or to any such pole.

STANDARDS FOR INSTALLATION

All attachments and associated equipment of Operator (including without limitation, power supplies) shall be installed in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of the poles covered by this Tariff. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Power supply apparatus having as its largest dimension more than sixteen inches must be placed on a separate pole to be installed by Operator. Operator shall take necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments.

POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING

In any case Operator proposes to install attachments on a pole to be erected by Company in a new location, and to provide adequate space or strength to accommodate such attachments (either at the request of Operator to comply with the aforesaid codes and regulations) such pole must, in Company's judgment, be taller and/or stronger than would be necessary to accommodate the facilities of Company and of other persons who have previously indicated that they desire to make attachments on such pole or with whom Company

(Cont'd. On Sheet No. 16-2)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

KENTUCKY POWER COMPANY

Original Sheet No. 16-1
Canceling _____ Sheet No. 16-1

P.S.C. ELECTRIC NO. 8

TARIFF C. A. T. V.
(Cable Television Pole Attachment)

AVAILABILITY OF SERVICE.

Available to operators of cable television systems (Operators) furnishing cable television service in the operating area of Kentucky Power Company (Company) for attachments of aerial cables, wires and associated appliances (attachments) to certain distribution poles of Kentucky Power Company.

RATES.

Charge for attachments on a two-user pole	\$ 10.63 per pole/year	(I)
Charge for attachments on a three-user pole	\$ 6.59 per pole/year	(I)

The above rate was calculated in accordance with the following formula:

$$\begin{matrix} \text{Weighted Average} \\ \text{Bare Pole Cost} \end{matrix} \times \begin{matrix} \text{Usage} \\ \text{Factor} \end{matrix} \times \begin{matrix} \text{Carrying} \\ \text{Charge} \end{matrix} = \text{Rate Per Pole}$$

DELAYED PAYMENT CHARGE.

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

POLE SUBJECT TO ATTACHMENT.

When an Operator proposes to furnish cable television service within the Company's operating area and desires to make attachments on certain distribution poles of Company, Operator shall make written application, on a form furnished by Company, to install attachments specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired, and any other information necessary to calculate the transverse and vertical load placed upon the pole as a result of the proposed attachment and any other facilities attached to the pole. Within twenty-one (21) days after receipt of the application, Company shall notify Operator whether and to what extent any special conditions will be required to permit the use by Operator of each such pole. Operator shall reimburse Company for any expenses incurred in reviewing such written applications for attachment. Operator shall have a non-exclusive right to use such poles of Company as may be used or reserved for use by Operator and any other poles of Company when brought hereunder in accordance with the procedure hereinafter provided. Company shall have the right to grant, by contract or otherwise to others rights or privileges to use any poles of the Company and Company shall have the right to continue and extend any such rights or privileges heretofore granted. All poles shall be and remain the property of Company regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided hereunder, acquire no right, title or interest in or to any such pole.

STANDARDS FOR INSTALLATION.

All attachments and associated equipment of Operator (including without limitation, power supplies) shall be installed in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of the poles covered by this Tariff. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Power supply apparatus having as its largest dimension more than sixteen inches must be placed on a separate pole to be installed by Operator. Operator shall take necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments.

(Cont'd. On Sheet No. 16-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No 2005- dated

TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)

POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING. (Cont'd.)

has an agreement providing for joint or share ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

Where in Company's judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator's proposed attachments, Operator agrees to pay Company for the cost of extra height or strength as provided in the preceding paragraph, and a sum equal to the then value in place of the pole which is replaced, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of removing each of their respective facilities or attachments from the existing pole and reestablishing the same or like facilities or attachments on the newly-installed pole.

If Operator's desired attachments can be accommodated on existing poles of Company by rearranging facilities of Company or existing attachments thereon of any other person, or if because of Operator's proposed attachments it is necessary for Company to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Company and any such other person for the respective expense incurred in making such rearrangement.

If because of the requirements of its business, Company proposed to replace an existing pole on which Operator has any attachment, or Company proposed to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's attachment, or if as a result of any inspection of Operator's attachments Company determines that any such attachments are not in accordance with applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than 48 hours notice of such proposed replacement or change, or any such violation or hazard, unless an emergency requires a shorter period. In such event, Operator shall at its expense relocate, rearrange or modify its attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

Any additional guying or anchors required by reason of the attachments of Operator shall be provided at the expense of Operator and shall meet the requirements of all applicable codes or regulations and Company's generally applicable guying standards.

POLE INSPECTION.

Company reserves the right to inspect each new or proposed installation of Operator on Company's poles. In addition, Company may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with the provisions of this Tariff. Company's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Tariff.

UNAUTHORIZED ATTACHMENTS.

Operator shall make no attachment to or other use of any pole of Company or any facilities of Company thereon, except as authorized. Should such unauthorized attachment or use be made, Operator shall pay to the Company on demand two times the charges and fees, including but not limited to, any payable under the heading "POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING" that would have been payable had such attachment been made on the date following the date of the last previous inspection required to be made by Company under applicable regulations of the Kentucky Public Service Commission.

ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof, on a form provided by the Company, and no pole shall be considered abandoned until such notice is received.

(Cont'd. On Sheet No. 16-3)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on or after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

**TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)**

POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING.

In any case Operator proposes to install attachments on a pole to be erected by Company in a new location, and to provide adequate space or strength to accommodate such attachments (either at the request of Operator to comply with the aforesaid codes and regulations) such pole must, in Company's judgment, be taller and/or stronger than would be necessary to accommodate the facilities of Company and of other persons who have previously indicated that they desire to make attachments on such pole or with whom Company has an agreement providing for joint or share ownership of poles, the cost of such extra height and/or strength shall be paid to Company by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the facilities of Company and the attachments of such other persons.

Where in Company's judgment a new pole must be erected to replace an existing pole solely to adequately provide for Operator's proposed attachments, Operator agrees to pay Company for the entire cost of the new pole necessary to accommodate the existing facilities on the pole and Operator's proposed attachments, plus the cost of removal of the in-place pole, minus the salvage value, if any, of the removed pole. Title to the new pole shall remain with the Company. Operator shall also pay to Company and to any other owner of existing attachments on the pole the cost of removing each of their respective facilities or attachments from the existing pole and reestablishing the same or like facilities or attachments on the newly-installed pole.

If Operator's desired attachments can be accommodated on existing poles of Company by rearranging facilities of Company thereon of any other person, or if because of Operator's proposed attachments it is necessary for Company to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Company and any such other person for the respective expense incurred in making such rearrangement.

If because of the requirements of its business, Company proposed to replace an existing pole on which Operator has any attachment, or Company proposed to change the arrangements of its facilities on any such pole in such manner as to necessitate a rearrangement of Operator's attachment, or if as a result of any inspection of Operator's attachments Company determines that any such attachments are not in accordance with applicable codes or the provisions of this Tariff or are otherwise hazards Company shall give Operator not less than 48 hours notice of such proposed replacement or change, or any such violation or hazard, unless an emergency requires a shorter period. In such event, Operator shall at its expense relocate, rearrange or modify its attachments at the time specified by Company. If Operator fails to do so, or if any such emergency makes notice impractical, Company shall perform such relocation or rearrangement and Operator shall reimburse Company for the reasonable cost thereof.

Any additional guying or anchors required by reason of the attachments of Operator shall be provided at the expense of Operator and shall meet the requirements of all applicable codes or regulations and Company's generally applicable guying standards.

POLE INSPECTION.

Company reserves the right to inspect each new or proposed installation of Operator on Company's poles. In addition, Company may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with the provisions of this Tariff. Company's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Tariff.

(Cont'd. On Sheet No. 16-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)INDEMNITY.

Operator hereby agrees to indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interruption of Operator's service to its subscribers or because of interference with television reception of said subscribers or others, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act, omission or negligence of Operator's respective representatives, employees, agents or contractors.

INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than \$1,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than \$500,000 for any one occurrence.
- (c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement or indemnity set forth above.

Prior to making attachments at Company's poles, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company fifteen (15) days' prior written notice of any cancellation of or material change in such policies.

EASEMENTS.

Operator shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments. Operator hereby agrees to indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said attachments on Company's poles.

CHARGES AND FEES.

Operator agrees to pay Company in advance, semi-annually, charges to be computed as set forth in Tariff, and such other charges as may be provided for herein, for the use of each of Company's poles, any portion of which is occupied by, or reserved at Operator's request for the attachments of Operator.

Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make attachments.

FEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For attachments made or removed which are reported to the Company between billing dates, Operator shall be billed or credited a prorated amount of the annual charge effective with the date of attachment or removal on the Operator's next bill.

(Cont'd. On Sheet 16-4)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)UNAUTHORIZED ATTACHMENTS.

Operator shall make no attachment to or other use of any pole of Company or any facilities of Company thereon, except as authorized. Should such unauthorized attachment or use be made, Operator shall pay to the Company on demand two times the charges and fees, including but not limited to, any payable under the headings "RATES" and "POLE INSTALLATION OR REPLACEMENT; REARRANGEMENTS; GUYING" that would have been payable had such attachment been made on the date following the date of the last previous inspection required to be made by Company under applicable regulations of the Kentucky Public Service Commission.

ABANDONMENT BY OPERATOR.

Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof, on a form provided by the Company, and no pole shall be considered abandoned until such notice is received.

INDEMNITY.

Operator hereby agrees to indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interruption of Operator's service to its subscribers or because of interference with television reception of said subscribers or others, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Company under this Tariff, when due to any act, omission or negligence of Operator, or to any such act, omission or negligence of Operator's respective representatives, employees, agents or contractors.

INSURANCE.

Operator agrees to obtain and maintain at all times policies of insurance as follows:

- (a) Comprehensive bodily injury liability insurance in an amount not less than \$1,000,000 for any one occurrence
- (b) Comprehensive property damage liability insurance in an amount not less than \$500,000 for any one occurrence.
- (c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement or indemnity set forth above.

Prior to making attachments at Company's poles, Operator shall furnish to Company two copies of a certificate, from an insurance carrier licensed to do business in Kentucky, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give Company fifteen (15) days' prior written notice of any cancellation of or material change in such policies.

EASEMENTS.

Operator shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Operator. Company does not convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments. Operator hereby agrees to indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said attachments on Company's poles.

(Cont'd. On Sheet 16-4)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)

ADVANCE BILLING.

Payments of amounts due hereunder are due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due fifteen (15) days from the date of the invoice therefore. On all amounts not so paid an additional charge of five percent (5%) will be assessed. Where the provisions of this Tariff require any payment by Operator to Company other than for attachment charges, Company may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by Company of any work. In such a case, Company shall invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined.

DEFAULT OR NON-COMPLIANCE.

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within thirty (30) days, after written notice from Company to correct such default or non-compliance, Company may, as its option forthwith take any one or more of the following actions: terminate the specific permit or permits covering the poles to which such default or non-compliance is applicable; remove, relocate or rearrange attachments of Operator to which such default or non-compliance relates, all at Operator's expense; decline to permit additional attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in this Tariff or any other substantial default, or of repeated defaults terminate Operator's right of attachment. No liability shall be incurred by Company because of any or all such actions except for negligent destruction by the Company of CATV equipment in any relocation or removal of such equipment. The remedies provided herein are cumulative and in addition to any other remedies available to Company.

PRIOR AGREEMENTS.

This Tariff terminates and supersedes any previous agreement, license or joint use affecting Company's poles and Operator's attachments covered herein.

ASSIGNMENT.

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of the Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

PERFORMANCE WAIVER.

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs, and other causes beyond the reasonable control of either of the parties.

PRESERVATION OF REMEDIES.

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Company shall impair or affect its right thereafter to exercise the same.

HEADINGS.

Headings used in this Tariff are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Tariff.

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

TARIFF C.A.T.V. (Cont'd.)
(Cable Television Pole Attachment)CHARGES AND FEES.

Operator agrees to pay Company in advance, semi-annually, charges to be computed as set forth in Tariff, and such other charges as may be provided for herein, for the use of each of Company's poles, any portion of which is occupied by, or reserved at Operator's request for the attachments of Operator.

Operator agrees to reimburse Company for all reasonable non-recurring expenses caused by or attributable to Operator's initial attachments including without limitation the amounts set forth herein before and the expenses of Company in examining poles used but not owned by Company to which Operator proposes to make attachments.

FEES FOR ADDITIONAL ATTACHMENTS OR REMOVALS.

For attachments made or removed which are reported to the Company between billing dates, Operator shall be billed or credited a prorated amount of the annual charge effective with the date of attachment or removal on the Operator's next bill.

ADVANCE BILLING

Payment of amounts due hereunder are due on the dates or at the times indicated with respect to each such payment. In the event the time for any payment is not specified, such payment shall be due fifteen (15) days from the date of the invoice therefore. In all amounts not so paid an addition charge of five percent (5%) will be assessed. Where the provisions of the Tariff require any payment by Operator to the Company other than for attachment charges, Company may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by company of any work. In such a case, Company shall invoice any deficiency or refund any excess to Operator after the current amount of such payment has been determined.

DEFAULT OR NON-COMPLIANCE.

If Operator fails to comply with any of the provisions of this Tariff or defaults in the performance of any of its obligations under this Tariff and fails within thirty (30) days, after written notice from Company to correct such default or non-compliance, Company may, as its option forthwith take any one or more of the following actions: terminate the specific permit or permits covering the poles to which such default or non-compliance is applicable; remove, relocate or rearrange attachments of Operator to which such default or non-compliance relates, all at Operator's expense; decline to permit additional attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in this Tariff or any other substantial default, or of repeated defaults terminate Operator's right of attachment. No liability shall be incurred by Company because of any or all such actions except for negligent destruction by the Company of CATV equipment in any relocation or removal of such equipment. The remedies provided herein are cumulative and in addition to any other remedies available to Company.

PRIOR AGREEMENTS.

This Tariff terminates and supersedes any previous agreement, license or joint use affecting Company's poles and Operator's attachments covered herein.

(Cont'd on Sheet No. 16-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

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TARIFF C. A. T. V. (Cont'd)
(Cable Television Pole Attachment)

ASSIGNMENT

This Tariff shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Operator shall not assign, transfer or sublet any of the rights hereby granted without the prior written consent of the Company, which shall not be unreasonably withheld, and any such purported assignment, transfer or subletting without such consent shall be void.

PERFORMANCE WAIVER.

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lock-outs, and other causes beyond the reasonable control of either of the parties.

PRESERVATION OF REMEDIES.

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Company shall impair or affect its right thereafter to exercise the same.

HEADINGS.

Headings used in this Tariff are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Tariff.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

PSC ELECTRIC NO 7

TARIFF COGEN/SPP I
 (Cogeneration and/or Small Power Production--100 KW or Less)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of 100 KW or less. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER.

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers with cogeneration and/or small power production facilities having a total design capacity of more than 10 KW shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.

Options 2 & 3 - Where meters are used to measure the excess or total energy and average on-peak capacity purchased by the Company:

	Single Phase \$	Polyphase \$
Standard Measurement	5.90	11.20
T.O.D. Measurement	15.00	20.25

(Cont'd. On Sheet No. 17-2)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 21, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.91-066 dated October 28, 1991

TARIFF COGEN/SPP I
(Cogeneration and/or Small Power Production—100 KW or Less)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of 100 KW or less. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

- Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER.

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers with cogeneration and/or small power production facilities having a total design capacity of more than 10 KW shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

- Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.
- Options 2 & 3 - Where meters are used to measure the excess or total energy and average on-peak capacity purchased by the Company:

	<u>Single Phase</u>	<u>Polyphase</u>	
Standard Measurement	\$6.75	\$8.45	(I)
T.O.D. Measurement	\$7.55	\$8.85	(D)

(Cont'd. On Sheet No. 17-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production--100 KW or Less)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd.)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each use.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	1.57 cents/KWH
T.O.D. Meter	
On-Peak KWH	1.72 cents/ KWH
Off-Peak KWH	1.45 cents/KWH

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

- A. \$0.95/KW/month, times the lowest of:
- (1) monthly contract capacity, or
 - (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
 - (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(Cont'd. On Sheet 17-3)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.91-066 dated October 28, 1991

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production—100 KW or Less)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd.)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each use.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	2.81¢/KWH	(I)
T.O.D. Meter		
On-Peak KWH	3.54¢/KWH	(I)
Off-Peak KWH	2.29¢/KWH	(I)

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

- A. \$0.78/ KW/month, times the lowest of: (I)
- (1) monthly contract capacity, or
 - (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
 - (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(Cont'd. On Sheet 17-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production--100 KW or Less)MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)Capacity Credit (Cont'd.)

If T.O.D. energy meters are used,

B. \$2.10/KW/month, times the lowest of:

- (1) on-peak contract capacity, or
- (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
- (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP I or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE August 22, 1997 DATE EFFECTIVE Service rendered on an dafter September 29, 1997ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 97-215 dated _____

TARIFF COGEN/SPP I (Cont'd.)
(Cogeneration and/or Small Power Production-100 KW or Less)

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)

Capacity Credit (Cont'd.)

If T.O.D. energy meters are used,

B. ~~\$2.10~~ \$1.87/KW/month, times the lowest of:

- (1) on-peak contract capacity, or
- (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
- (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

(D)

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP I or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on an after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP II
 (Cogeneration and/or Small Power Production--Over 100 KW)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of over 100 KW. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER.

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.

Options 2 & 3- Where meters are used to measure the excess or total energy and average on peak capacity purchased by the Company:

	<u>Single Phase</u>	<u>Polyphase</u>
	\$	\$
Standard Measurement	5.90	11.20
T.O.D. Measurement	15.00	20.25

(Cont'd. On Sheet No. 18-2)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1996

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

TARIFF COGEN/SPP II
(Cogeneration and/or Small Power Production—Over 100 KW)

AVAILABILITY OF SERVICE.

This tariff is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, and which have a total design capacity of over 100 KW. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this tariff, which will affect the determination of energy and capacity and the monthly metering charges:

- Option 1 - The customer does not sell any energy or capacity to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 2 - The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 3 - The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

MONTHLY CHARGES FOR DELIVERY FROM THE COMPANY TO THE CUSTOMER.

Such charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the tariff appropriate for the customer, except that Option 1 and Option 2 customers shall be served under demand-metered tariffs, and except that the monthly billing demand under such tariffs shall be the highest determined for the current and previous two billing periods. The above three-month billing demand provision shall not apply under Option 3.

ADDITIONAL CHARGES.

There shall be additional charges to cover the cost of special metering, safety equipment and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

Monthly Metering Charge

The additional monthly charge for special metering facilities shall be as follows:

- Option 1 - Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.
- Options 2 & 3- Where meters are used to measure the excess or total energy and average on peak capacity purchased by the Company:

	<u>Single Phase</u>	<u>Polyphase</u>
Standard Measurement	\$6.75	\$8.45
T.O.D. Measurement	\$7.55	\$8.85

(Cont'd. On Sheet No. 18-2)

(I)
(D)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF COGEN/SPP II (Cont'd.)
(Cogeneration and/or Small Power Production--Over 100 KW)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each case.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	1.57 cents/KWH
T.O.D. Meter	
On-Peak KWH	1.72 cents/ KWH
Off-Peak KWH	1.45 cents/KWH

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

- A. \$0.95/KW/month, times the lowest of:
 - (1) monthly contract capacity, or
 - (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
 - (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(Cont'd. On Sheet 18-3)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

TARIFF COGEN/SPP II (Cont'd.)

(Cogeneration and/or Small Power Production—Over 100 KW)

ADDITIONAL CHARGES. (Cont'd.)

Monthly Metering Charge (Cont'd)

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy and average capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each case.

Local Facilities Charge

Additional charges to cover "interconnection costs" incurred by the Company shall be determined by the Company for each case and collected from the customer. For Options 2 and 3, the cost of metering facilities shall be covered by the Monthly Metering Charge and shall not be included in the Local Facilities Charge. The customer shall make a one-time payment for the Local Facilities Charge at the time of installation of the required additional facilities, or, at his option, up to 12 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company may require a reasonable security deposit.

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES.

Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter - All KWH	\$2.81	(I)
T.O.D. Meter		
On-Peak KWH	3.54¢	(I)
Off-Peak KWH	2.29¢	(I)

(Cont'd. On Sheet 18-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

TARIFF COGEN/SPP II (Cont'd.)
(Cogeneration and/or Small Power Production--Over 100 KW)MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)Capacity Credit (Cont'd.)

If T.O.D. energy meters are used,

- B. \$2.10/KW/month, times the lowest of:
- (1) on-peak contract capacity, or
 - (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
 - (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00 A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00 A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP II or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE August 22, 1997 DATE EFFECTIVE Service rendered on and after September 29, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 97-215 dated September 22, 1997

TARIFF COGEN/SPP II (Cont'd.)
(Cogeneration and/or Small Power Production—Over 100 KW)

MONTHLY CREDITS OR PAYMENTS FOR ENERGY AND CAPACITY DELIVERIES. (Cont'd.)

Capacity Credit

If the customer contracts to deliver or produce a specified excess or total average capacity during the monthly billing period (monthly contract capacity), or a specified excess or total average capacity during the on-peak monthly billing period (on-peak contract capacity), then the following capacity credits or payment from the Company to the customer shall apply:

If standard energy meters are used,

A. ~~\$0.95/~~ \$0.78/KW/month, times the lowest of:

- (1) monthly contract capacity, or
- (2) current month metered average capacity, i.e., KWH delivered to the Company or produced by COGEN/SPP facilities divided by 730, or
- (3) lowest average capacity metered during the previous two months if less than monthly contract capacity.

(D)

If T.O.D. energy meters are used,

B. ~~\$2.10~~ \$1.87/KW/month, times the lowest of:

- (1) on-peak contract capacity, or
- (2) current month on-peak metered average capacity, i.e., on-peak KWH delivered to the Company or produced by COGEN/SPP facilities divided by 327, or
- (3) lowest on-peak average capacity metered during the previous two months, if less than on-peak contract capacity.

(D)

The above energy and capacity credit rates are subject to revisions from time to time as approved by the Commission.

ON-PEAK AND OFF-PEAK PERIODS.

The on-peak period shall be defined as starting at 7:00 A.M. and ending at 9:00 P.M., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9:00 P.M. and ending at 7:00 A.M., local time, Monday through Friday, and all hours of Saturday and Sunday.

CHARGES FOR CANCELLATION OR NON PERFORMANCE CONTRACT.

If the customer should, for a period in excess of six months, discontinue or substantially reduce for any reason the operation of cogeneration and/or small power production facilities which were the basis for the monthly contract capacity or the on-peak contract capacity, the customer shall be liable to the Company for an amount equal to the total difference between the actual payments for capacity paid to the customer and the payments for capacity that would have been paid to the customer pursuant to this Tariff COGEN/SPP II or any successor tariff. The Company shall be entitled to interest on such amount at the rate of the Company's most recent issue of long-term debt at the effective date of the contract.

TERM OF CONTRACT.

Contracts under this tariff shall be made for a period not less than one year.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

TARIFF S. S. C.
(System Sales Clause)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., Experimental R.S.-T.O.D., S.G.S., M.G.S., Experimental M.G.S.-T.O.D., L.G.S., O.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. When the monthly net revenues from system sales are above or below the monthly base net revenues from system sales, as provided in paragraph 3 below, an additional credit or charge equal to the product of the Kwhrs and a system sales adjustment factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{System Sales Adjustment Factor (A)} = (.5(T_m - T_b)/S_m) + RF + B A F$$

In the above formula "T" is Kentucky Power Company's (KPCo) monthly net revenues from system sales in the current (m) and base (b) periods, "R" is the additional annual revenues associated with the Settlement Agreement in the current (m) period and "S" is the Kwh sales in the current (m) period, all defined below.

2. The net revenue from American Electric Power (AEP) System deliveries to non-associated companies that are shared by AEP Member Companies, including KPCo, in proportion to their Member Load Ratio and as reported in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 447, Sales for Resale, shall consist of and be derived as follows:

- a. KPCo's Member Load Ratio share of total revenues from System sales as recorded in Account 447, less b. and c. below.
- b. KPCo's Member Load Ratio share of total out-of-pocket costs incurred in supplying the power and energy for the deliveries in a. above.

The out-of-pocket costs include all operating, maintenance, tax, transmission losses and other expenses that would not have been incurred if the power and energy had not been supplied for such deliveries, including demand and energy charges for power and energy supplied by Third Parties.

- c. KPCo's environmental costs allocated to non-associated utilities in the Company's Environmental Surcharge Report.

3. The base monthly net revenues from system sales are as follows:

<u>Billing Month</u>	<u>Base Net Revenues from System Sales (Total Company Basis)</u>
January	\$ 895,960
February	767,802
March	893,126
April	1,036,738
May	1,085,852
June	1,324,166
July	1,027,403
August	1,154,184
September	912,736
October	731,014
November	624,320
December	862,035

4. The Revenue Factor (RF) will be determined in accordance with the Stipulation and Settlement Agreement dated October 20, 2004 in Case No. 2004-420. The Revenue Factor will be based upon KPCo's additional annual revenues of \$5.1 million per year (for the first five years) and \$6.2 million per year starting January 1, 2010, until the effective date of the Company's next base rate change, where these amounts will be removed from the system sales clause schedule and included in a new KPCo tariff separate from base rate calculations.

DATE OF ISSUE January 5, 2005 DATE EFFECTIVE Bills rendered on and after December 29, 2004

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00420 dated December 13, 2004

TARIFF S. S. C.
(System Sales Clause)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. When the monthly net revenues from system sales are above or below the monthly base net revenues from system sales, as provided in paragraph 3 below, an additional credit or charge equal to the product of the KWHs and a system sales adjustment factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{System Sales Adjustment Factor (A)} = (.5[T_m - T_b])/S_m$$

In the above formula "T" is Kentucky Power Company's (KPCo) monthly net revenues from system sales in the current (m) and base (b) periods, and "S" is the Kwh sales in the current (m) period, all defined below.

2. The net revenue from American Electric Power (AEP) System deliveries to non-associated companies that are shared by AEP Member Companies, including KPCo, in proportion to their Member Load Ratio and as reported in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 447, Sales for Resale, shall consist of and be derived as follows:

3.

- a. KPCo's Member Load Ratio share of total revenues from system sales as recorded in Account 447, less b. and c. below.
- b. KPCo's Member Load Ratio share of total out-of-pocket costs incurred in supplying the power and energy for the deliveries in a. above.

The out-of-pocket costs include all operating, maintenance, tax, transmission losses and other expenses that would not have been incurred if the power and energy had not been supplied for such deliveries, including demand and energy charges for power and energy supplied by Third Parties.

- c. KPCo's environmental costs allocated to non-associated utilities in the Company's Environmental Surcharge Report.

4. The base monthly net revenues from system sales are as follows:

<u>Billing Month</u>	<u>Base Net Revenues from System Sales (Total Company Basis)</u>
January	\$ 2,815,074
February	\$2,365,178
March	\$1,832,408
April	\$2,862,969
May	\$2,501,869
June	\$3,280,306
July	\$2,994,548
August	\$1,902,637
September	\$1,756,798
October	\$1,122,316
November	\$1,331,388
December	\$2,142,114

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(Cont'd on Sheet No. 19-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.2005- dated

TARIFF S. S. C. (Cont'd.)
(System Sales Clause)

5. A Balancing Adjustment Factor (B A F) will be calculated on a per KWH basis for the second through the twelfth months of the current recovery year, which reconciles any over-or under-collection of additional revenues from prior periods. The B A F will be determined by dividing the difference between amounts which were expected to be collected and the amounts actually collected from the application of paragraph 4 of this tariff from the previous year by the expected Kentucky retail jurisdictional KWH. The final B A F will be applied to customer billings in the second month following the effective date of a Commission's order establishing new base rates.

6. Sales (S) shall be equated to the sum of (a) generation (including energy produced by generating plant during the construction period), (b) purchase, and (c) interchange-in less (d) energy associated with pumped storage operations, less (e) inter-system sales and less (f) total system losses.

7. The system sales adjustment factor shall be based upon estimated monthly revenues and costs for system sales, subject to subsequent adjustment upon final determination of actual revenues and costs.

8. The monthly System Sales Clause shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.

9. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.

DATE OF ISSUE October 25, 2004 DATE EFFECTIVE November 29, 2004

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. dated

TARIFF S. S. C. (Cont'd.)
(System Sales Clause)

4. Sales (S) shall be equated to the sum of (a) generation (including energy produced by generating plant during the construction period), (b) purchase, and (c) interchange-in, less (d) energy associated with pumped storage operations, less (e) inter-system sales and less (f) total system losses.
5. The system sales adjustment factor shall be based upon estimated monthly revenues and costs for system sales, subject to subsequent adjustment upon final determination of actual revenues and costs.
6. The monthly System Sales Clause shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.
7. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF F. T.
(Franchise Tariff)

AVAILABILITY OF SERVICE.

Where a city or town within the territory of American Electric Power (Company) requires the Company to pay a percentage of revenues from certain customer classifications collected within such city or town for the right to erect the Company's poles, conductors, or other apparatus along, over, under, or across such city's or town's streets, alleys, or public grounds, the Company shall increase the rates and charges to such customer classifications within such city or town by a like percentage. The aforesaid charge shall be separately stated and identified on each affected customer's bills.

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 91-066 dated October 28, 1991

**Tariff F.T.
(Franchise Tariff)**

AVAILABILITY OF SERVICE

Where a city or town within the territory of Kentucky Power (Company) requires the Company to pay a percentage of revenues from certain customer classifications collected within such city or town of the right to erect the Company's poles, conductors, or other apparatus along, over, under, or across such city's or town's streets, alleys, or public grounds, the Company shall increase the rates and charges to such customer classifications within such city or town by a like percentage. The aforesaid charge shall be separately stated and identified on each affected customer's bill.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF T. S.
(Temporary Service)

AVAILABILITY OF SERVICE.

Available for temporary lighting and power service where capacity is available.

RATE.

Temporary service will be supplied under any published tariff applicable to the class of business of the customer, when the company has available unsold capacity of lines, transforming and generating equipment, with an additional charge of the total cost of connection and disconnection.

MINIMUM CHARGE.

The same minimum charge as provided for in any applicable tariff, shall be applicable to such temporary service and for not less than one full monthly minimum.

TERM.

Variable.

SPECIAL TERMS AND CONDITIONS.

A deposit equal to the full estimated amount of the bill and/or construction costs under this tariff may be required.

This tariff is not available to customers permanently located, whose energy requirements are of a seasonable nature.

See Terms and Conditions of Service.

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE Service rendered on and after April 1, 1991

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.91-066 dated October 28, 1991

TARIFF T. S.
(Temporary Service)

AVAILABILITY OF SERVICE.

Available for temporary lighting and power service where capacity is available.

RATE.

Temporary service will be supplied under any published tariff applicable to the class of business of the Customer, when the Company has available unsold capacity of lines, transforming and generating equipment, with an additional charge of the total cost of connection and disconnection.

MINIMUM CHARGE.

The same minimum charge as provided for in any applicable tariff, shall be applicable to such temporary service and for not less than one full monthly minimum.

TERM.

Variable.

SPECIAL TERMS AND CONDITIONS.

A deposit equal to the full estimated amount of the bill and/or construction costs under this tariff may be required.

This tariff is not available to customers permanently located, whose energy requirements are of a seasonal nature.

See Terms and Conditions of Service.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE
(Tariff Experimental D.S.M.C.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., Experimental R.S.-T.O.D., S.G.S., M.G.S., Experimental M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., I.R.P., and M.W.

RATE.

- 1. The Demand-Side Management (DSM) clause shall provide for periodic adjustment per KWH of sales equal to the DSM costs per KWH by customer sector according to the following formula:

$$\text{Adjustment Factor} = \frac{\text{DSM (c)}}{\text{S (c)}}$$

Where DSM is the cost by customer sector of demand-side management programs, net lost revenues, incentives, and any over/under recovery balances; (c) is customer sector; and S is the adjusted KWH sales by customer sector.

- 2. Demand-Side Management (DSM) costs shall be the most recent forecasted cost plus any over/under recovery balances recorded at the end of the previous period.
 - a. Program costs are any costs the Company incurred associated with demand-side management which were approved by the Kentucky Power Company DSM Collaborative. Examples of costs to be included are contract services, allowances, promotion, expenses, evaluation, lease expense, etc. by customer sector.
 - b. Net lost revenues are the calculated net lost revenues by customer sector resulting from the implementation of the DSM programs.
 - c. Incentives are a shared-savings incentive plan consisting of one of the following elements: The efficiency incentive which is defined as 15 percent of the estimated net savings associated with the programs. Estimated net savings are calculated based on the California Standard Practice Manual's definition of the Total Resources Cost (TRC) test, or the maximizing incentive which is defined as 5 percent of actual program expenditures if program savings cannot be measured.
 - d. Over/ Under recovery balances are the total of the differences between the following:
 - (i) the actual program costs incurred versus the program costs recovered through DSM adjustment clause, and
 - (ii) the calculated net lost revenues realized versus the net lost revenues recovered through the DSM adjustment clause, and
 - (iii) the calculated incentive to be recovered versus the incentive recovered through the DSM adjustment clause.
- 3. Sales (S) shall be the total ultimate KWH sales by customer sector less non-metered, opt-out and lost revenue impact KWHs by customer sector.
- 4. The provisions of the experimental Demand-Side Management Adjustment Clause will be effective for the period ending December 31, 1998.

(Cont'd. On Sheet No. 22-2)

DATE OF ISSUE October 9, 1997 EFFECTIVE October 6, 1997

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service commission in Case No. 95-427 dated October 6, 1997

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE
(Tariff D.S.M.C.)APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., and M.W.

RATE.

1. The Demand-Side Management (DSM) clause shall provide for periodic adjustment per KWH of sales equal to the DSM costs per KWH by customer sector according to the following formula:

$$\text{Adjustment Factor} = \frac{\text{DSM (c)}}{\text{S(c)}}$$

Where DSM is the cost by customer sector of demand-side management programs, net lost revenues, incentives, and any over/under recovery balances; (c) is customer sector; and S is the adjusted KWH sales by customer sector.

2. Demand-Side Management (DSM) costs shall be the most recent forecasted cost plus any over/under recovery balances recorded at the end of the previous period.
- a. Program costs are any costs the Company incurred associated with demand-side management which were approved by the Kentucky Power Company DSM Collaborative. Examples of costs to be included are contract services, allowances, promotion, expenses, evaluation, lease expense, etc. by customer sector.
 - b. Net lost revenues are the calculated net lost revenues by customer sector resulting from the implementation of the DSM programs.
 - c. Incentives are a shared-savings incentive plan consisting of one of the following elements: The efficiency incentive, which is defined as 15 percent of the estimated net savings associated with the programs. Estimated net savings are calculated based on the California Standard Practice Manual's definition of the Total Resources Cost (TRC) test, or the maximizing incentive which is defined as 5 percent of actual program expenditures if program savings cannot be measured.
 - d. Over/ Under recovery balances are the total of the differences between the following:
 - (i) the actual program costs incurred versus the program costs recovered through DSM adjustment clause, and
 - (ii) the calculated net lost revenues realized versus the net lost revenues recovered through the DSM adjustment clause, and
 - (iii) the calculated incentive to be recovered versus the incentive recovered through the DSM adjustment clause.
3. Sales (S) shall be the total ultimate KWH sales by customer sector less non-metered, opt-out and lost revenue impact KWHs by customer sector.
4. The provisions of the Demand-Side Management Adjustment Clause will be effective for the period ending December 31, 2005.

(Cont'd. On Sheet No. 22-2)

DATE OF ISSUE September 26, 2005 EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE (Cont'd.)
(Tariff Experimental D.S.M.C.)

RATE. (Cont'd.)

5. The DSM adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.
6. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.
7. The resulting range for each customer sector per KWH during the three-year Experimental Demand-Side Management Plan is as follows:

<u>CUSTOMER SECTOR</u>			
	<u>RESIDENTIAL</u> (\$ Per Kwh)	<u>COMMERCIAL</u> (\$ Per KWH)	<u>INDUSTRIAL*</u> (\$ Per KWH)
Floor Factor =	0.000034	(0.000008)	- 0 -
Ceiling Factor =	0.000470	0.000020	- 0 -

8. The DSM Adjustment Clause factor (\$ Per KWH) for each customer sector which fall within the range defined in Item 7 above is as follows:

<u>CUSTOMER SECTOR</u>			
	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL*</u>
<u>DSM (c)</u>	\$ 418,429	\$ 6,392	- 0 -
<u>S ©</u>	1,660,432,100	1,065,290,400	- 0 -
Adjustment Factor \$	0.000252	0.000006	- 0 -

*The Industrial Sector has been discontinued pursuant to the Commission's Order dated September 28, 1999.

DATE OF ISSUE March 22, 2005 EFFECTIVE DATE March 31, 2005

ISSUED BY ERROL K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00077 dated March 22, 2005

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE (Cont'd.)
(Tariff D.S.M.C.)

RATE. (Cont'd.)

5. The DSM adjustment shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.
6. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.
7. The resulting range for each customer sector per KWH during the three-year Experimental Demand-Side Management Plan is as follows:

CUSTOMER SECTOR			
	<u>RESIDENTIAL</u> (\$ Per KWH)	<u>COMMERCIAL</u> (\$ Per KWH)	<u>INDUSTRIAL*</u> (\$ Per KWH)
Floor Factor =	0.000320	0.000041	- 0 -
Ceiling Factor =	0.000624	0.000068	- 0 -

8. The DSM Adjustment Clause factor (\$ Per KWH) for each customer sector which fall within the range defined in Item 7 above is as follows:

CUSTOMER SECTOR			
	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL*</u>
<u>DSM (c)</u>	\$ <u>306,288</u>	\$ <u>14,259</u>	- 0 -
<u>S (c)</u>	649,080,700	261,854,100	- 0 -
Adjustment Factor \$	0.000472	0.000055	- 0 -

*The Industrial Sector has been discontinued pursuant to the Commission's Order dated September 28, 1999.

DATE OF ISSUE September 26, 2005 EFFECTIVE DATE Services rendered on and after October 27, 2005

ISSUED BY ERROL K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____

NET MERGER SAVINGS CREDIT (N.M.S.C.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., Experimental R.S.-T.O.D., S.G.S., M.G.S., Experimental M.G.S.-T.O.D., L.G.S., Q.P., C.J.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

The Net Merger Savings Credit shall provide for a monthly adjustment to base rates on a rate per KWH of monthly consumption. The Net Merger Savings Credit shall be calculated according to the following formula:

$$\text{Net Merger Savings Credit} = \text{M.S.F.} + \text{B.A.F.}$$

Where:

(M.S.F.) Is the Merger Savings Factor per KWH which is based on the total Company net savings that are to be distributed to the Company's Kentucky retail jurisdictional customers in each 12-month period.

	Net Savings to be Distributed	Merger Savings Factor (M.S.F.)	Balancing Adjustment Factor (B.A.F.)
Year 1 *	\$1,463,815	.021¢ per Kwh	0 ¢
Year 2	2,553,660	.037¢ per Kwh	.0007¢ per Kwh
Year 3	3,184,645	.045¢ per Kwh	.0009¢ per Kwh
Year 4	3,695,003	.051¢ per Kwh	.0018¢ per Kwh
Year 5	4,037,167	.055¢ per Kwh	.0030¢ per Kwh
Year 6	4,299,432	.057¢ per Kwh	.0025¢ per Kwh
Year 7	4,504,920	.059¢ per Kwh	
Year 8	4,626,369	.059¢ per Kwh	
Year 9	5,242,785	.066¢ per Kwh	

*The Net Merger Savings Credit will begin in the first full billing month available following thirty days from the consummation of the merger and will continue until the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

(B.A.F.) Is the Balancing Adjustment Factor per KWH for the second through the twelfth months of the current distribution year which reconciles any over- or under-distribution of the net savings from prior periods. The B.A.F. will be determined by dividing the difference between amounts which were expected to be distributed and the amounts actually distributed from the application of the Net Merger Savings Credit from the previous year by the expected Kentucky retail jurisdictional KWH. The final B.A.F. will be applied to customer billings in the second month following the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

TERMS OF DISTRIBUTION.

1. The total distribution to the Company's customers will, in no case, be less than the sum of the amounts shown for the first eight years above.
2. On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Net Merger Savings Credit. Such report shall include a statement showing the amounts which were expected to be distributed and the amounts actually distributed in previous periods, along with a calculation of the B.A.F. which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
3. The Net Merger Savings Credit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.

DATE OF ISSUE August 22, 2005 DATE EFFECTIVE September 28, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.99-149 dated _____

NET MERGER SAVINGS CREDIT (N.M.S.C.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

The Net Merger Savings Credit shall provide for a monthly adjustment to base rates on a rate per KWH of monthly consumption. The Net Merger Savings Credit shall be calculated according to the following formula:

$$\text{Net Merger Savings Credit} = \text{M.S.F.} + \text{B.A.F.}$$

Where:

(M.S.F.) Is the Merger Savings Factor per KWH which is based on the total Company net savings that are to be distributed to the Company's Kentucky retail jurisdictional customers in each 12-month period.

	Net Savings to be Distributed	Merger Savings Factor (M.S.F.)	Balancing Adjustment Factor (B.A.F.)
Year 1*	\$ 1,463,815	.021¢ per KWH	0¢
Year 2	2,553,660	.037¢ per KWH	.0007¢ per KWH
Year 3	3,184,645	.045¢ per KWH	.0009¢ per KWH
Year 4	3,695,003	.051¢ per KWH	.0018¢ per KWH
Year 5	4,037,167	.055¢ per KWH	.0030¢ per KWH
Year 6	4,299,432	.057¢ per KWH	.0025¢ per KWH
Year 7	4,504,920	.059¢ per KWH	
Year 8	4,626,369	.059¢ per KWH	
Year 9	5,242,785	.066¢ per KWH	

*The Net Merger Savings Credit will begin in the first full billing month available following thirty days from the consummation of the merger and will continue until the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

(B.A.F.) Is the Balancing Adjustment Factor per KWH for the second through the twelfth months of the current distribution year, which reconciles any over-, or under-distribution of the net savings from prior periods. The B.A.F. will be determined by dividing the difference between amounts which were expected to be distributed and the amounts actually distributed from the application of the Net Merger Savings Credit from the previous year by the expected Kentucky retail jurisdictional KWH. The final B.A.F. will be applied to customer billings in the second month following the effective date of a Commission order changing the Company's base rates after Year 8 of this tariff.

TERMS OF DISTRIBUTION.

1. The total distribution to the Company's customers will, in no case, be less than the sum of the amounts shown for the first eight years above.
2. On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Net Merger Savings Credit. Such report shall include a statement showing the amounts, which were expected to be distributed, and the amounts actually distributed in previous periods, along with a calculation of the B.A.F., which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
3. The Net Merger Savings Credit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER E.C.S.
(Emergency Curtailable Service Rider)

AVAILABILITY OF SERVICE.

Available for Emergency Curtailable Service (ECS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1MW and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's ECS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan for generation capacity deficiencies.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's ECS load shall be curtailed within 30 minutes if so requested
3. In no event shall the Customer be subject to curtailment under the provisions of this Rider for more than 50 hours during any season. For purposes of this Rider, seasons are defined as follows:

Winter December, January and February
Summer June, July and August

No curtailments under this Rider shall occur in the remaining months, with the exception of test curtailments as specified under Item 6 below.

4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 26-2)

DATE OF ISSUE February 22, 2000 DATE EFFECTIVE June 29, 1999

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission dated March 24, 2000

RIDER E.C.S.
(Emergency Curtailable Service Rider)

AVAILABILITY OF SERVICE.

Available for Emergency Curtailable Service (ECS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1MW and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's ECS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan for generation capacity deficiencies.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's ECS load shall be curtailed within 30 minutes if so requested
3. In no event shall the Customer be subject to curtailment under the provisions of this Rider for more than 50 hours during any season. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Summer	June, July and August

No curtailments under this Rider shall occur in the remaining months, with the exception of test curtailments as specified under Item 6 below.

4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one Curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 24-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated _____

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

ECS CURTAILMENT OPTION.

The Customer shall select one of the following ECS Curtailment Options under this Rider:

	<u>Credit</u>	<u>Maximum Duration</u>
Option A	35 cents/kWh	4 hours
Option B	50 cents/kWh	8 hours

The ECS Curtailment Option Credit shall be applicable to the kWh curtailed under this Rider. The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Company, to the extent practical, will endeavor to minimize the curtailment duration. However, the Customer shall receive a minimum of 2 hours credit per curtailment event

ECS CONTRACT CAPACITY.

Each Customer shall have an ECS Contract Capacity to be considered as emergency curtailable capacity under this Rider. The Customer shall specify the Non-ECS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The ECS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-ECS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of ECS Contract Capacity and/or the choice of Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-

ECS ENERGY.

Period ECS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. ECS Energy shall be equal to the sum of all Period ECS Energy for the calendar month.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the ECS Energy and the applicable Curtailment Option Credit less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 26-3)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE June 29, 1999
ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

ECS CURTAILMENT OPTION.

The Customer shall select one of the following ECS Curtailment Options under this Rider:

	<u>Credit</u>	<u>Maximum Duration</u>
Option A	35 ¢/KWH	4 hours
Option B	50 ¢/KWH	8 hours

The ECS Curtailment Option Credit shall be applicable to the KWH curtailed under this Rider. The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Company, to the extent practical, will endeavor to minimize the curtailment duration. However, the Customer shall receive a minimum of 2 hours credit per curtailment event

ECS CONTRACT CAPACITY.

Each Customer shall have an ECS Contract Capacity to be considered as emergency curtailable capacity under this Rider. The Customer shall specify the Non-ECS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The ECS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-ECS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of ECS Contract Capacity and/or the choice of Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

ECS ENERGY.

Period ECS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. ECS Energy shall be equal to the sum of all Period ECS Energy for the calendar month.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the ECS Energy and the applicable Curtailment Option Credit less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a sub account so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 24-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

FAILURE TO CURTAIL

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-ECS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. Noncompliance Energy shall be billed at a rate equal to 50% of the Customer's selected ECS Curtailment Option Credit.

TERM

Contracts under this Rider shall be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS

Individual Customer information, including, but not limited to, ECS Contract Capacity and ECS Curtailment Option, shall remain confidential.

DATE OF ISSUE February 28, 2005 DATE EFFECTIVE June 29, 1999

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-271 dated June 29, 1999

RIDER E.C.S. (Cont'd)
(Emergency Curtailable Service Rider)

FAILURE TO CURTAIL.

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-ECS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. For customers with kVa demands, Noncompliance Energy shall be multiplied by the Customer's average monthly power factor. Noncompliance Energy shall be billed at a rate equal to 50% of the Customer's selected ECS Curtailment Option Credit.

TERM.

Contracts under this Rider shall be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS.

Individual Customer information, including, but not limited to, ECS Contract Capacity and ECS Curtailment Option, shall remain confidential.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER P.C.S.
(Price Curtailable Service Rider)

AVAILABILITY OF SERVICE.

Available for Price Curtailable Service (PCS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1 W and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's PCS load at the Company's sole discretion.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's PCS load shall be curtailed within 1 hour if so requested.
3. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Spring	March, April and May
Summer	June, July and August
Fall	September, October and November
4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 27-2)

DATE OF ISSUE February 22, 2000 DATE EFFECTIVE June 29, 1999

ISSUED BY E.K. WAGNER DIRECTORY OF REGULATORY AFFAIRS ASHLAND, KENTUCKY

Issued by authority of an Order of the Public Service commission dated March 24, 2000

RIDER P.C.S.
(Price Curtailable Service Rider)

AVAILABILITY OF SERVICE.

Available for Price Curtailable Service (PCS) to customers normally taking firm service under Tariffs Q.P. and C.I.P.-T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for kWh curtailed under the provisions of this Rider.

CONDITIONS OF SERVICE.

1. The Company reserves the right to curtail service to the Customer's PCS load at the Company's sole discretion.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's PCS load shall be curtailed within 1 hour if so requested.
3. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Spring	March, April and May
Summer	June, July and August
Fall	September, October and November
4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days, which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
7. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

(Continued on Sheet No. 25-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTORY OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

PCS CURTAILMENT OPTIONS.

The Customer shall select one of the following Maximum Duration Options under this Rider:

	<u>Maximum Duration</u>
Option A	4 hours
Option B	8 hours
Option C	16 hours

The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Customer shall receive a minimum of 2 hours credit per curtailment event.

The Customer shall specify the Maximum Number of Days during the season that the Customer may be requested to curtail. The Customer shall also specify the Minimum Price at which the customer would be willing to curtail. The Company, at its sole discretion, will determine whether the Customer shall be curtailed given the Customer's specified PCS curtailment options.

PCS CONTRACT CAPACITY.

Each Customer shall have a PCS Contract Capacity to be considered as price curtailable capacity under this Rider. The Customer shall specify the Non-PCS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The PCS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-PCS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of PCS Contract Capacity and/or the PCS Curtailment Options no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

CURTAILMENT CREDIT.

Period PCS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. The Curtailment Credit shall be equal to the product of the Period PCS Energy and the greater of the following: (a) 80% of the daily price index for Into Cinergy On-Peak for the date of curtailment as stated in Power Markets Week's Daily Price Report, (b) the Minimum Price as specified by the Customer or (c) 3.5 cents/kWh.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the sum of the Curtailment Credits for the calendar month, less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 27-3)

DATE OF ISSUE July 2 1999 DATE EFFECTIVE June 29, 1999

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY

NAME TITLE ADDRESS

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

PCS CURTAILMENT OPTION.

The Customer shall select one of the following Maximum Duration Options under this Rider:

	<u>Maximum Duration</u>
Option A	4 hours
Option B	8 hours
Option C	16 hours

The Maximum Duration is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Customer shall receive a minimum of 2 hours credit per curtailment event.

The Customer shall specify the Maximum Number of Days during the season that the Customer may be requested to curtail. The Customer shall also specify the Minimum Price at which the customer would be willing to curtail. The Company, at its discretion will determine whether the Customer shall be curtailed give the Customer's specified PSC curtailment options.

PCS CONTRACT CAPACITY.

Each Customer shall have an PCS Contract Capacity to be considered as price curtailable capacity under this Rider. The Customer shall specify the Non-PCS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The PCS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-PCS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of PCS Contract Capacity and/or the choice of Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during that curtailment period.

CURTAINMENT CREDIT

Period PCS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. The Curtailment credit shall be equal to the product of the Period PCS Energy and the greater of the following: (a) 80% of the daily price index for Into Cinergy On-Peak for the date of curtailments stated in Power Markets Week's Daily Price Report, (b) the Minimum Price as specified by the Customer or (c) 3.5 cents/kWh.

MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the PCS Energy and the applicable Curtailment Option Credit less any charges computed for failure to curtail. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identify of this cost is preserved.

(Cont'd on Sheet No. 25-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

FAILURE TO CURTAIL

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-PCS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. Noncompliance Energy shall be billed at a rate equal to the applicable Curtailment Credit for the curtailment period during which the Customer failed to fully comply.

TERM

Contracts under this Rider may be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS

Individual Customer information, including, but not limited to, PCS Contract Capacity and PCS Curtailment Options, shall remain confidential.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE June 29, 1999

ISSUED BY E.K. WAGNER DIRECTORY OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-271 dated June 29, 1999

RIDER P.C.S. (Cont'd)
(Price Curtailable Service Rider)

FAILURE TO CURTAIL.

If the Customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during the curtailment period and the Non-PCS Demand. Noncompliance Energy shall be the Noncompliance Demand multiplied by the number of hours for the curtailment period. Noncompliance Energy shall be billed at a rate equal to the applicable Curtailment Credit for the curtailment period during which the Customer failed to fully comply.

TERM.

Contracts under this Rider may be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS.

Individual Customer information, including, but not limited to, PCS Contract Capacity and PCS Curtailment Options, shall remain confidential.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF N.U.G.
(Non-Utility Generator)AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 28-2)

DATE OF ISSUE August 20, 2001 DATE EFFECTIVE September 27, 2001
ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter by the Public Service Commission dated October 2, 2001

TARIFF N.U.G.
(Non-Utility Generator)

AVAILABILITY OF SERVICE

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 26-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY <u>E.K. WAGNER</u>	<u>DIRECTOR OF REGULATORY SERVICES,</u>	<u>FRANKFORT, KENTUCKY</u>
NAME	TITLE	ADDRESS

Issued by authority of an Order by the Public Service Commission in Case No. 2005- dated

TARIFF N.U.G.(Cont'd)
(Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the customer for Startup Power Service under the terms of this tariff, the Company will provide the customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand-Side Management Adjustment Clause, and the Net Merger Savings Credit.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	<u>Subtransmission</u>	<u>Transmission</u>
	392	393
Reservation Charge per kW	\$ 3.25	\$ 2.28
Reactive Demand Charge for each kiloVAR of maximum Leading or Lagging Reactive Demand in Excess of 50% of the kW of monthly metered demand.....	\$ 0.60 per kVAR	

Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15-minute Integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

Monthly Billing Energy

Interval billing energy shall be measured each 15-minute interval of the month as the total kWh registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider -- The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

DATE OF ISSUE August 20, 2001 DATE EFFECTIVE September 27, 2001

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter by the Public Service Commission dated October 2, 2001

KENTUCKY POWER COMPANY

ORIGINAL SHEET NO. 26-2
CANCELING _____ SHEET NO. 26-2

PSC ELECTRIC NO. 8

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand-Side Management Adjustment Clause, the Net Merger Savings Credit, Environmental Surcharge and the State Issues Stipulation charge.

(T)

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	<u>Subtransmission</u>	<u>Transmission</u>
	<u>392</u>	<u>393</u>
Reservation Charge per kW	\$4.59	\$2.54
Reactive Demand Charge for each kiloVAR of maximum leading or lagging reactive demand in excess of 50% of the KW of monthly metered demand...\$0 .72 per KVAR		

(I)

(I)

Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

Monthly Billing Energy

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

(Cont'd on Sheet 26-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TERM OF CONTRACT

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE August 20, 2001

DATE EFFECTIVE September 27, 2001

ISSUED BY E. K. Wagner DIRECTOR OF REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter of Public Service Commission dated October 2, 2001

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service)

Availability of Service

Available to customers who own and operate an eligible electric generating facility designed to operate in parallel with the Company's system. Customers served under this tariff must also take service from the Company under the applicable standard service tariff.

The total rated generating capacity of all customers served under this tariff shall be limited to one tenth of one percent (0.1%) of the Company's single hour peak load during the previous year.

Conditions of Service

1. For the purposes of this tariff, an eligible customer-generator's electric generating facility must comply with all of the following requirements:
 - a. generates electricity using only solar energy;
 - b. has a rated capacity of not more than fifteen (15) kilowatts;
 - c. is owned and operated by the customer and is located on the customer's premises;
 - d. is intended for the primary purpose of supplying all or part of the customer's own electricity requirements; and
 - e. is designed and installed to operate in parallel with the Company's electric distribution system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.
2. A customer seeking to interconnect an eligible electric generating facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.
3. An Interconnection Agreement between the Company and the eligible customer-generator must be executed before the net metering facility may be interconnected with the Company's system.
4. All generator equipment and installations must comply with the Company's Technical Requirements. All generator equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code and state and local codes. All generator equipment and installations shall comply with all applicable safety, performance and power quality standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories.
5. The customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof.
6. The customer shall install, operate, and maintain the electric generating facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with the Company's system.

(Cont'd on Sheet 29-2)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated _____

Tariff N.M.S. (Net Metering Service)

AVAILABILITY OF SERVICE.

Available to customers who own and operate an eligible electric generating facility designed to operate in parallel with the Company's system. Customers served under this tariff must also take service from the Company under the applicable standard service tariff. The total rated generating capacity of all customers served under this tariff shall be limited to one tenth of one percent (0.1%) of the Company's single hour peak load during the previous year.

CONDITIONS OF SERVICE.

1. For the purposes of this tariff, an eligible customer-generator's electric generating facility must comply with all of the following requirements:
 - a. generates electricity using only solar energy;
 - b. has a rated capacity of not more than fifteen (15) kilowatts;
 - c. is owned and operated by the customer and is located on the customer's premises;
 - d. is intended for the primary purpose of supplying all or part of the customer's own electricity requirements; and
 - e. is designed and installed to operate in parallel with the Company's electric distribution system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

2. A Customer seeking to interconnect an eligible electric generating facility to the Company's system must submit to the Company's designated personnel a completed Interconnection Application, and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.

3. An Interconnection Agreement between the Company and the eligible customer-generator must be executed before the net metering facility may be interconnected with the Company's system.

4. All generator equipment and installations must comply with the Company's Technical Requirements. All generator equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code and state and local codes. All generator equipment and installations shall comply with all applicable safety, performance and power quality standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories.

5. The Customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof.

6. The Customer shall install, operate, and maintain the electric generating facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with the Company's system.

(Cont'd on Sheet 27-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 28, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service) (Cont'd)

7. The customer must provide a visibly open, lockable, manual disconnect switch, which is accessible by the Company and is clearly labeled.
8. The Company may, at its own discretion, isolate any electric generating facility if the Company has reason to believe that continued interconnection with the electric generating facility creates or contributes to a system emergency.
9. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.
10. A customer operating an electric generating facility shall maintain homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against losses or damages arising from the use of the customer's electric generating facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.
11. An eligible customer-generator installation is transferable to other persons or service locations only upon notification to the Company and verification that the installation is in compliance with all applicable safety and power quality standards. All other conditions of service apply.

Metering

Net energy metering shall be accomplished using a standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter or meters with such capability. In the case where two meters are used, the reading of the meter measuring the flow of energy from the customer to the Company shall be subtracted from the reading of the meter measuring the flow of energy from the Company to the customer to obtain a measurement of net kWh for billing purposes.

Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy charge portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the customer shall be credited in the next billing period for the kWh difference. If time-of-day metering is used, energy flows in both directions shall be netted and accounted for at the specific time-of-use in accordance with the provisions of the customer's standard tariff and this Net Metering Service Tariff. When the customer elects to no longer take service under this Net Metering Service Tariff, any unused credit shall revert to the Company. Excess electricity credits are not transferable between customers or locations.

(Cont'd on Sheet 29-3)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated _____

Tariff N.M.S. (Net Metering Service) (Cont'd)

7. The Customer must provide a visibly open, lockable, manual disconnect switch, which is accessible by the Company and is clearly labeled.
8. The Company may, at its own discretion, isolate any electric generating facility if the Company has reason to believe that continued interconnection with the electric generating facility creates or contributes to a system emergency.
9. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.
10. A customer operating an electric generating facility shall maintain homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against losses or damages arising from the use of the customer's electric generating facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.
11. An eligible customer-generator installation is transferable to other persons or service locations only upon notification to the Company and verification that the installation is in compliance with all applicable safety and power quality standards. All other conditions of service apply.

METERING.

Net energy metering shall be accomplished using a standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter or meters with such capability. In the case where two meters are used, the reading of the meter measuring the flow of energy from the customer to the Company shall be subtracted from the reading of the meter measuring the flow of energy from the Company to the customer to obtain a measurement of net kWh for billing purposes.

MONTHLY CHARGES.

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's electric generating facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy charge portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the customer shall be credited in the next billing period for the kWh difference. If time-of-day metering is used, energy flows in both directions shall be netted and accounted for at the specific time-of-use in accordance with the provisions of the customer's standard tariff and this Net Metering Service Tariff. When the customer elects to no longer take service under this Net Metering Service Tariff, any unused credit shall revert to the Company. Excess electricity credits are not transferable between customers or locations.

(Cont'd on Sheet 27-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated

Tariff N.M.S. (Net Metering Service) (Cont'd)

Other Charges

The customer is responsible for all equipment and installation costs of the electric generating facility.

As specified in the Interconnection Application, the customer must pay a non-refundable application fee of \$50. This fee includes the cost of inspection of the customer's electric generating facility if the Company deems such inspection necessary.

Should the Company determine that an interconnection study is required, the Company will advise the customer of the estimated additional cost of performing such study. Upon payment by the customer of the estimated study costs, the Company will proceed with the interconnection study to determine if installation of the customer's electric generating facility will have significant impact on the Company's system.

Should construction or upgrades of the Company's system be required in order to interconnect the customer's electric generating facility, additional charges to cover costs incurred by the Company shall be determined by the Company and paid by the customer.

The customer shall pay any additional charges, as determined by the Company, for equipment, labor, metering, testing or inspections requested by the customer.

Term of Contract

Any contract required under this tariff shall be the same as that required under the customer's applicable standard service tariff.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service.

Technical Requirements

The technical requirements for interconnection of Net Metering Installations to the Company Distribution System are as follows: Interconnection enables the Net Metering Installation to operate in parallel with the Company Distribution System. An Interconnection Application Screening and Interconnection Study, as described in Company's Interconnection Procedures, are used to determine the impact of the Net Metering Installation on the Company Distribution System beyond the Point of Common Coupling.

The standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", contains the majority of the technical requirements necessary for interconnection. IEEE 1547 is limited to an aggregate capacity of 10 MVA or less interconnected at typical primary and/or secondary voltages. IEEE 1547 does not address planning, designing, operating, or maintaining the utility's distribution system and it does not identify or address all of the potential system impact the proposed Net Metering Installation may create beyond the Point of Common Coupling. Due to the limitations of IEEE 1547, additional technical requirements are contained herein.

(Cont'd on Sheet 29-4)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated _____

Tariff N.M.S. (Net Metering Service) (Cont'd)

OTHER CHARGES.

The customer is responsible for all equipment and installation costs of the electric generating facility.

As specified in the Interconnection Application, the customer must pay a non-refundable application fee of \$50. This fee includes the cost of inspection of the customer's electric generating facility if the Company deems such inspection necessary.

Should the Company determine that an interconnection study is required, the Company will advise the customer of the estimated additional cost of performing such study. Upon payment by the customer of the estimated study costs, the Company will proceed with the interconnection study to determine if installation of the customer's electric generating facility will have significant impact on the Company's system.

Should construction or upgrades of the Company's system be required in order to interconnect the customer's electric generating facility, additional charges to cover costs incurred by the Company shall be determined by the Company and paid by the customer.

The customer shall pay any additional charges, as determined by the Company, for equipment, labor, metering, testing or inspections requested by the customer.

TERM OF CONTRACT.

Any contract required under this tariff shall be the same as that required under the customer's applicable standard service tariff.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service.

TECHNICAL REQUIREMENTS.

The technical requirements for interconnection of Net Metering Installations to the Company Distribution System are as follows: Interconnection enables the Net Metering Installation to operate in parallel with the Company Distribution System. An Interconnection Application Screening and Interconnection Study, as described in Company's Interconnection Procedures, are used to determine the impact of the Net Metering Installation on the Company Distribution System beyond the Point of Common Coupling.

The standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", contains the majority of the technical requirements necessary for interconnection. IEEE 1547 is limited to an aggregate capacity of 10 MVA or less interconnected at typical primary and/or secondary voltages. IEEE 1547 does not address planning, designing, operating, or maintaining the utility's distribution system and it does not identify or address all of the potential system impact the proposed Net Metering Installation may create beyond the Point of Common Coupling. Due to the limitations of IEEE 1547, additional technical requirements are contained herein.

(Cont'd on Sheet 27-4)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated _____

Tariff N.M.S. (Net Metering Service) (Cont'd)

Technical Requirements (Cont'd)

These Technical Requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. The Customer is responsible for conforming to all applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. Additional requirements for interconnection may be imposed by the Transmission System Operator to address Transmission System operating issues related to the proposed Net Metering Installation. Additional requirements may also be necessary to comply with the requirements of other approved tariffs associated with the Company or other third parties providing services.

To assure that the safety, reliability and power quality of the Distribution system is not degraded by the interconnection of the Net Metering Installation:

- 1) The Net Metering Installation shall comply with the Technical Requirements stated herein.
- 2) Any Distribution System modifications and/or modifications to the Net Metering Installation identified by the Interconnection Study, as described in the Interconnection Procedures, shall be completed.
- 3) The Net Metering Installation shall be operated and maintained as agreed upon by the parties.

The Net Metering Installation shall comply with the requirements specified in IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems" and the other technical requirements stated herein.

IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P.O. Box 1331, Piscataway, NJ 08855-1331 (<http://standards.ieee.org/>).

Equipment Design Requirements

Data for all major equipment proposed by the Customer to satisfy the Technical Requirements must be submitted for review and approval by the Company with the completed Interconnection Application. To facilitate review and approval, the Company will maintain a list of Pre-certified Equipment. The Company's List of Pre-certified Equipment is available upon request and contains Pre-certified Equipment types, makes and models of manufactured generating equipment and interconnection system components. This listing is based upon equipment certified by recognized national testing laboratories as suitable for interconnection with a distribution system based upon compliance with IEEE Standard 1547. Suitability for interconnection does not imply that Pre-certified Equipment may be interconnected without a study to determine system impact.

The use of equipment that is not Pre-certified may delay the Company's review and approval of the Customer's design. All interconnection equipment must be approved by the Company prior to being connected to the Company's Distribution System and before parallel operation is allowed.

The interconnection system hardware and software design requirements in the Technical Requirements are intended to assure protection of the Company's Distribution System. Any additional hardware and software necessary to protect equipment at the generation facility is solely the responsibility of the Customer to determine, design, and apply.

(Cont'd on Sheet 29-5)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated

Tariff N.M.S. (Net Metering Service) (Cont'd)**TECHNICAL REQUIREMENTS. (Cont'd)**

These Technical Requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. The Customer is responsible for conforming to all applicable laws, ordinances, rules or regulations established by Federal, State and other governmental bodies. Additional requirements for interconnection may be imposed by the Transmission System Operator to address Transmission System operating issues related to the proposed Net Metering Installation. Additional requirements may also be necessary to comply with the requirements of other approved tariffs associated with the Company or other third parties providing services.

To assure that the safety, reliability and power quality of the Distribution system is not degraded by the interconnection of the Net Metering Installation:

- 1) The Net Metering Installation shall comply with the Technical Requirements stated herein.
- 2) Any Distribution System modifications and/or modifications to the Net Metering Installation identified by the Interconnection Study, as described in the Interconnection Procedures, shall be completed.
- 3) The Net Metering Installation shall be operated and maintained as agreed upon by the parties.

The Net Metering Installation shall comply with the requirements specified in IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems" and the other technical requirements stated herein.

IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P.O. Box 1331, Piscataway, NJ 08855-1331 (<http://standards.ieee.org/>).

EQUIPMENT DESIGN REQUIREMENTS

Data for all major equipment proposed by the Customer to satisfy the Technical Requirements must be submitted for review and approval by the Company with the completed Interconnection Application. To facilitate review and approval, the Company will maintain a list of Pre-certified Equipment. The Company's List of Pre-certified Equipment is available upon request and contains Pre-certified Equipment types, makes and models of manufactured generating equipment and interconnection system components. This listing is based upon equipment certified by recognized national testing laboratories as suitable for interconnection with a distribution system based upon compliance with IEEE Standard 1547. Suitability for interconnection does not imply that Pre-certified Equipment may be interconnected without a study to determine system impact.

The use of equipment that is not Pre-certified may delay the Company's review and approval of the Customer's design. All interconnection equipment must be approved by the Company prior to being connected to the Company's Distribution System and before parallel operation is allowed.

The interconnection system hardware and software design requirements in the Technical Requirements are intended to assure protection of the Company's Distribution System. Any additional hardware and software necessary to protect equipment at the generation facility is solely the responsibility of the Customer to determine, design, and apply.

(Cont'd on Sheet 27-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005- dated _____

Tariff N.M.S. (Net Metering Service) (Cont'd)

Technical Requirements (Cont'd)

Isolating Device

A group-operated isolating device must be located at the Point of Common Coupling. The isolating device must be accessible to the Company's personnel at all times and be suitable for use by the Company as a protective tagging location. The isolating device shall have a visible open gap when in the open position and be capable of being locked in the open position. The isolating device must comply with the applicable current standard that specifies the requirements for circuit breakers, reclosers and interrupting switches.

Voltage Unbalance

Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.

The Customer is responsible for operating the proposed Net Metering Installation such that the voltage unbalance attributable to the Net Metering Installation shall not exceed 2.5% at the Point of Common Coupling.

Installation, Maintenance and Testing

The Company reserves the right to witness Compliance Testing at the time of installation and maintenance testing of the interconnection system for compliance with the requirements of IEEE 1547.

The Customer is responsible for the periodic scheduled maintenance on the Net Metering Installation's interconnection system (relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's Distribution System). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. The Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon request Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing. For each test, a record shall be kept indicating the results of the tests made and the "as found" and "as left" calibration values. Visually setting, without verification, a calibration dial or tap is not considered an adequate calibration check.

The Company reserves the right, at the Company's initial expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the Net Metering Installation to evaluate the quality of power produced by the Net Metering Installation.

(Cont'd on Sheet 29-6)

DATE OF ISSUE April 22, 2005 DATE EFFECTIVE May 22, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Order dated

Tariff N.M.S. (Net Metering Service) (Cont'd)

TECHNICAL REQUIREMENTS. (Cont'd)

ISOLATING DEVICE

A group-operated isolating device must be located at the Point of Common Coupling. The isolating device must be accessible to the Company's personnel at all times and be suitable for use by the Company as a protective tagging location. The isolating device shall have a visible open gap when in the open position and be capable of being locked in the open position. The isolating device must comply with the applicable current standard that specifies the requirements for circuit breakers, reclosers and interrupting switches.

VOLTAGE UNBALANCE

Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.

The Customer is responsible for operating the proposed Net Metering Installation such that the voltage unbalance attributable to the Net Metering Installation shall not exceed 2.5% at the Point of Common Coupling.

INSTALLATION, MAINTENANCE AND TESTING

The Company reserves the right to witness Compliance Testing at the time of installation and maintenance testing of the interconnection system for compliance with the requirements of IEEE 1547.

The Customer is responsible for the periodic scheduled maintenance on the Net Metering Installation's interconnection system (relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's Distribution System). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. The Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon request Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing. For each test, a record shall be kept indicating the results of the tests made and the "as found" and "as left" calibration values. Visually setting, without verification, a calibration dial or tap is not considered an adequate calibration check.

The Company reserves the right, at the Company's initial expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the Net Metering Installation to evaluate the quality of power produced by the Net Metering Installation.

(Cont'd on Sheet 27-6)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order of the Public Service Commission in Case No. 2005- dated



**APPLICATION FOR NET METERING
INTERCONNECTION WITH THE
Kentucky Power Company
DISTRIBUTION SYSTEM**

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number(s): _____

E-Mail Address: _____

Service Location Address: _____

Information Prepared and Submitted By: _____

(Name, Address, and E-Mail Address)

Expected Energizing and Start-up Date: _____

SOLAR GENERATOR'S INVERTER DATA

Manufacturer and Model: _____

Kilowatt Rating: _____ (95° F at location) Kilovolt-Ampere Rating: _____ (95° F at location)

Voltage Rating: _____ Ampere Rating: _____

Have all necessary government permits and approvals been obtained for the project prior to this application? Yes

Attach the following: One-line electrical diagram; layout sketch showing the physical location of the lockable, visible disconnect switch; and inverter specifications showing manufacturer test results documenting conformance with Company's technical requirements.

Attach application filing fee: \$50 (Check is payable to Kentucky Power Company. Send application and fee to: Kentucky Power Company, Attention: Manager of Customer Services, 12333 Kevin Avenue, Ashland, KY 41102)

Name: _____

Signature: _____

Title: _____

Date: _____

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on and after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to an Order by the Public Service Commission in Case No. 2005 dated _____

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TARIFF S.I.S.
(State Issues Settlement)

AVAILABILITY OF SERVICE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L. and S.L.

(N)

RATE.

	<u>Service Tariff</u>	
	<u>All Other</u>	<u>C.I.P.-T.O.D.</u>
Energy Charge per KWH per month	\$0.000824	\$0.000508

RATE CALCULATION.

1. Pursuant to the final order of the Kentucky Public Service Commission in Case No. 2004-00420 and the Settlement and Stipulation Agreement dated October 20, 2004 as filed and approved by the Commission, Kentucky Power Company is to recover from retail ratepayers the supplemental annual payments tied to the 18-year extension of the Rockport Unit Power Agreement (USPA). Kentucky Power will apply surcharges designed to enable recovery from each tariff class of customers, an annual supplemental payment of \$5.1 million annually in Years 2005 through 2009, and then increases to \$6.2 million annually in Years 2010 through 2021, and then decreases to \$5,792,329 in Year 2022.
2. Kentucky Power will be entitled to receive these annual supplemental payments in addition to the base retail rates established by the Commission. The costs associated with the underlying Rockport Unit 1 and 2 USPA will continue to be included in base rates.
3. The increased annual revenues will be generated by two different KWH rates, one for CIP-TOD tariff customers and one for All Other tariff customers.
4. The allocation of the additional revenues to be collected from the CIP-TOD tariff customers and All Other tariff customers will be based upon the total annual revenue of each of the two-customer classes. Once the additional revenues have been allocated between the two customer classes based upon total annual Kentucky retail revenue, the additional revenue will be collected within the two customer classes (CIP-TOD and All Other tariffs) on a KWH basis. The KWH rate to be applied to each of these two customer class groups shall be sufficient to generate that portion of the total increase in annual revenues equal to the percentage of total annual revenues produced by each of the two customer class groups (CIP-TOD and All Other tariffs).
5. The Stipulation and Settlement Agreement is made upon the express agreement by the Parties that the receipt by Kentucky Power of the additional revenues called for by Section III(1)(a) and III(1)(b) shall be accorded the ratemaking treatment set out in Section III. In any proceeding affecting the rates of Kentucky Power during the extension of the USPA under this Stipulation and Settlement Agreement, the provisions of Section III are an express exception to Section VI(4) of the Stipulation and Settlement Agreement.
6. The State Issues Settlement surcharges will be applied to bills monthly and will be shown on the Customer's bill as a separate line item.

(N)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Services rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-0000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., Experimental R.S.-T.O.D., S.G.S., M.G.S., Experimental M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. The environmental surcharge shall provide for periodic adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period according to the following formula:

$$\text{Monthly Environmental Surcharge Factor} = \frac{\text{Net KY Retail E(m)}}{\text{KY Retail R(m)}}$$

Where:

Net KY Retail E(m) = Monthly E(m) allocated to Kentucky Retail Customers, net of Over/ (Under) Recovery Adjustment; Allocation based on Percentage of Kentucky Retail Revenues to Total Company Revenues in the Expense Month.

(For purposes of this formula, Total Company Revenues do not include Non-Physical Revenues.)

KY Retail R(m) = Kentucky Retail Revenues for the Expense Month.

2. Monthly Environmental Surcharge Gross Revenue Requirement, E(m)

$$E(m) = \text{CRR} - \text{BRR}$$

Where:

CRR = Current Period Revenue Requirement for the Expense Month.

BRR = Base Period Revenue Requirement.

3. Base Period Revenue Requirement, BRR

$$BRR = ((RB_{KP(B)})(ROR_{KP(B)})/12) + OE_{KP(B)} + [((RB_{IM(B)})(ROR_{IM(B)})/12) + OE_{IM(B)}](.15)$$

Where:

RB_{KP(B)} = Environmental Compliance Rate Base for Big Sandy

ROR_{KP(B)} = Annual Rate of Return on Big Sandy Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.

OE_{KP(B)} = Monthly Pollution Control Operating Expenses for Big Sandy.

RB_{IM(B)} = Environmental Compliance Rate Base for Rockport

ROR_{IM(B)} = Annual Rate of Return on Rockport Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.

OE_{IM(B)} = Monthly Pollution Control Operating Expenses for Rockport.

"KP(B)" identifies components from the Big Sandy Units – Base Period, and "IM(B)" identifies components from the Indiana Michigan Power Company's Rockport Units – Base Period.

The Rate Base for both Kentucky Power and Rockport should reflect the account balances as of December 31, 1990. The Operating Expense amounts should reflect the December 1990 expense. The amounts reflect retirements or replacements resulting from the 1997 Plan, the 2003 Plan and the 2005 Plan.

(Continued on Sheet 23-2)

DATE OF ISSUE September 8, 2005 SERVICE RENDERED ON OR AFTER September 7, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00068 dated September 7, 2005

ENVIRONMENTAL SURCHARGE (E.S.)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

(T)

RATE.

1. The environmental surcharge shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period as provided in Paragraph 6 below and in the current period according to the following formula:

$$\text{Monthly Environmental Surcharge Factor} = \frac{\text{Net KY Retail E(m)}}{\text{KY Retail R(m)}}$$

Where:

Net KY Retail E(m) = Monthly E(m) allocated to Kentucky Retail Customers, net of Over/(Under) Recovery Adjustment; Allocation based on Percentage of Kentucky Retail Revenues to Total Company Revenues in the Expense Month.

(For purposes of this formula, Total Company Revenues do not include Non-Physical Revenues.)

KY Retail R(m) = Kentucky Retail Revenues for the Expense Month.

2. Monthly Environmental Surcharge Gross Revenue Requirement, E(m)

$$E(m) = \text{CRR} - \text{BRR}$$

Where:

CRR = Current Period Revenue Requirement for the Expense Month.

BRR = Base Period Revenue Requirement.

3. Base Period Revenue Requirement, BRR

$$\text{Where: } BRR = ((RB_{KP(B)}) (ROR_{KP(B)}) / 12) + OE_{KP(B)} + (((RB_{IM(B)}) (ROR_{IM(B)}) / 12) + OE_{IM(B)}) (.15)$$

RB_{KP(B)} = Environmental Compliance Rate Base for Big Sandy

ROR_{KP(B)} = Annual Rate of Return on Big Sandy Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.

OE_{KP(B)} = Monthly Pollution Control Operating Expenses for Big Sandy.

RB_{IM(B)} = Environmental compliance Rate Base for Rockport

ROR_{IM(B)} = Annual Rate of Return on Rockport Rate Base; Annual Rate divided by 12 to restate to a Monthly Rate of Return.

OE_{IM(B)} = Monthly Pollution Control Operating Expenses for Rockport.

"KP(B)" identifies components from the Big Sandy Units - Base Period, and "IM(B)" identifies components from the Indiana Michigan Power Company's Rockport Units - Base Period.

The Rate Base for both Kentucky Power and Rockport should reflect the account balances as of June 30, 2005. The Operating Expense amounts should reflect the June 30, 2005 expense. The amounts reflect retirements or replacements resulting from the 1997 Plan, the 2003 Plan and the 2005 Plan.

(T)

(Continued on Sheet 29-2)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

ENVIRONMENTAL SURCHARGE (E.S.)

RATE (Cont'd)

The Rate of Return for Kentucky Power is a weighted average cost of capital calculation, reflecting the cost of debt as of December 31, 1990 and the rate of return on common equity authorized in Case No. 1996-00489. The Kentucky Power component in the Base Period Revenue Requirement is a result of the adoption of the settlement agreement in Case No. 1999-00149. As Kentucky Power's last general rate case had been settled, Kentucky Power proposed and the Commission accepted the use of the rate of return on common equity established in Case No. 1996-00489.

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

The Base Period Revenue Requirement will remain fixed until either a) a 2-year review case results in the roll-in of the surcharge into existing base rates, or b) further retirements or replacements of pollution control utility plant occur due to the installation of new pollution control utility plant associated with the approved compliance plan.

4. Current Period Revenue Requirement, CRR

$$CRR = ((RB_{KP(C)}) (ROR_{KP(C)}) / 12) + OE_{KP(C)} + (((RB_{IM(C)}) (ROR_{IM(C)}) / 12) + OE_{IM(C)}) (.15) - AS$$

Where:

- RB_{KP(C)} = Environmental Compliance Rate Base for Big Sandy.
- ROR_{KP(C)} = Annual Rate of Return on Big Sandy Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{KP(C)} = Monthly Pollution Control Operating Expenses for Big Sandy.
- RB_{IM(C)} = Environmental Compliance Rate Base for Rockport.
- ROR_{IM(C)} = Annual Rate of Return on Rockport Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{IM(C)} = Monthly Pollution Control Operating Expenses for Rockport.
- AS = Net proceeds from the sale of SO₂ emission allowances, ERCs, and NOx emission allowances, reflected in the month of receipt. The SO₂ allowance sales can be from either EPA Auctions or the AEP Interim Allowance Agreement Allocations.

"KP(C)" identifies components from the Big Sandy Units – Current Period, and "IM(C)" identifies components from the Indiana Michigan Power Company's Rockport Units – Current Period.

The Rate Base for both Kentucky Power and Rockport should reflect the current costs associated with the 1997 Plan, the 2003 Plan and the 2005 Plan. The Rate Base for Kentucky Power should also include a cash working capital allowance based on the 1/8 formula approach, due to the inclusion of Kentucky Power's accounts receivable financing in the capital structure and weighted average cost of capital. The Operating Expenses for both Kentucky Power and Rockport should reflect the current operating expenses associated with the 1997 Plan, the 2003 Plan and the 2005 Plan.

The Rate of Return for Kentucky Power is the weighted average cost of capital as authorized by the Commission in Case No. 2002-00169.

(Cont'd on Sheet 23-3)

DATE OF ISSUE September 8, 2005 SERVICE RENDERED ON OR AFTER September 7, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00068 dated September 7, 2005

ENVIRONMENTAL SURCHARGE (E.S.) (Cont'd)

RATE (Cont'd)

The Rate of Return for Kentucky Power is a weighted average cost of capital calculation, reflecting the cost of debt as of June 30, 2005 and the rate of return on common equity authorized in Case No. 2005-00068. The Kentucky Power component in the Base Period Revenue Requirement is a result of the adoption of the Commission's Order in Case No. 2005-00341. As Kentucky Power's last general rate case had been settled, Kentucky Power proposed and the Commission accepted the use of the rate of return on common equity established in Case No. 2005-00068. (T)

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

The Base Period Revenue Requirement will remain fixed until either a) a 2-year review case results in the roll-in of the surcharge into existing base rates, or b) further retirements or replacements of pollution control utility plant occur due to the installation of new pollution control utility plant associated with the approved compliance plan.

4. Current Period Revenue Requirement, CRR

$$CRR = [((RB_{KP(C)}) \times (ROR_{KP(C)}) / 12) + OE_{KP(C)} + (((RB_{IM(C)}) \times (ROR_{IM(C)}) / 12) + OE_{IM(C)}) \cdot (.15) - AS] - MEBC$$
 (T)

Where:

- RB_{KP(C)} = Environmental Compliance Rate Base for Big Sandy.
- ROR_{KP(C)} = Annual Rate of Return on Big Sandy Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{KP(C)} = Monthly Pollution Control Operating Expenses for Big Sandy.
- RB_{IM(C)} = Environmental Compliance Rate Base for Rockport.
- ROR_{IM(C)} = Annual Rate of Return on Rockport Rate Base;
Annual Rate divided by 12 to restate to a Monthly Rate of Return.
- OE_{IM(C)} = Monthly Pollution Control Operating Expenses for Rockport.
- AS = Net proceeds from the sale of SO₂ emission allowances, ERCs, and NO_x emission allowances, reflected in the month of receipt. The SO₂ allowance sales can be from either EPA Auctions or the AEP Interim Allowance Agreement Allocations.
- MEBC = Monthly Environmental Base Costs see paragraph 6 below (T)

"KP(C)" identifies components from the Big Sandy Units - Current Period, and "IM(C)" identifies components from the Indiana Michigan Power Company's Rockport Units - Current Period.

The Rate Base for both Kentucky Power and Rockport should reflect the current costs associated with the 1997 Plan and the 2003 Plan. The Rate Base for Kentucky Power should also include a cash working capital allowance based on the 1/8 formula approach, due to the inclusion of Kentucky Power's accounts receivable financing in the capital structure and weighted average cost of capital. The Operating Expenses for both Kentucky Power and Rockport should reflect the current operating expenses associated with the 1997 Plan, the 2003 Plan and the 2005 Plan. (T)

The Rate of Return for Kentucky Power is the weighted average cost of capital as authorized by the Commission in Case No. 2005-00341. (T)

(Cont'd on Sheet 29-3)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E.K.WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00341 dated

ENVIRONMENTAL SURCHARGE (E.S.)

RATE (Cont'd)

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

Net Proceeds from the sale of emission allowances and ERCs that reflect net gains will be a reduction to the Current Period Revenue Requirement, while net losses will be an increase.

The Current Period Revenue Requirement will reflect the balances and expenses as of the Expense Month of the filing.

5. Environmental costs "E" shall be the Company's costs of compliance with the Clean Air Act and those environmental requirements that apply to coal combustion wastes and by-products, as follows:

- (a) cost associated with Continuous Emission Monitors (CEMS)
- (b) costs associated with the terms of the Rockport Unit Power Agreement
- (c) the Company's share of the pool capacity costs associated with Gavin scrubber(s)
- (d) return on SO₂ allowance inventory
- (e) costs associated with air emission fees
- (f) over/under recovery balances between the actual costs incurred less the amount collected through the environmental surcharge
- (g) costs associated with any Commission's consultant approved by the Commission
- (h) costs associated with Low Nitrogen Oxide (NO_x) burners at the Big Sandy Generating Plant
- (i) costs associated with the consumption of SO₂ allowances
- (j) costs associated with the Selective Catalytic Reduction (SCR) at the Big Sandy Generating Plant
- (k) costs associated with the upgrade of the precipitator at the Big Sandy Generating Plant
- (l) costs associated with the over-fire air with water injection at the Big Sandy Generating Plant
- (m) costs associated with the consumption of NO_x allowances
- (n) return on NO_x allowance inventory
- (o) 25% of the costs associated with the Reverse Osmosis Water System (the amount is subject to adjustment at subsequent 6 month surcharge reviews based on the documented utilization of the RO Water System by the SCR)
- (p) costs associated with operating approved pollution control equipment

(Cont'd on Sheet 23-4)

DATE OF ISSUE September 8, 2005 SERVICE RENDERED ON OR AFTER September 7, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00068 dated September 7, 2005

ENVIRONMENTAL SURCHARGE (E.S.)

RATE (Cont'd)

The Rate of Return for Rockport should reflect the requirements of the Rockport Unit Power Agreement.

Net Proceeds from the sale of emission allowances and ERCs that reflect net gains will be a reduction to the Current Period Revenue Requirement, while net losses will be an increase.

The Current Period Revenue Requirement will reflect the balances and expenses as of the Expense Month of the filing.

5. Environmental costs "E" shall be the Company's costs of compliance with the Clean Air Act and those environmental requirements that apply to coal combustion wastes and by-products, as follows:

- (a) cost associated with Continuous Emission Monitors (CEMS)
- (b) costs associated with the terms of the Rockport Unit Power Agreement
- (c) the Company's share of the pool capacity costs associated with Gavin scrubber(s)
- (d) return on SO₂ allowance inventory
- (e) costs associated with air emission fees
- (f) over/under recovery balances between the actual costs incurred less the amount collected through the environmental surcharge
- (g) costs associated with any Commission's consultant approved by the Commission
- (h) costs associated with Low Nitrogen Oxide (NO_x) burners at the Big Sandy Generating Plant
- (i) costs associated with the consumption of SO₂ allowances
- (j) costs associated with the Selective Catalytic Reduction (SCR) at the Big Sandy Generating Plant
- (k) costs associated with the upgrade of the precipitator at the Big Sandy Generating Plant
- (l) costs associated with the over-fire air with water injection at the Big Sandy Generating Plant
- (m) costs associated with the consumption of NO_x allowances
- (n) return on NO_x allowance inventory
- (o) 25% of the costs associated with the Reverse Osmosis Water System (the amount is subject to adjustment at subsequent 6 month surcharge reviews based on the documented utilization of the RO Water System by the SCR)
- (p) costs associated with operating approved pollution control equipment

(Cont'd on Sheet 29-4)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

- (q) costs associated with maintaining approved pollution control equipment including material and contract labor (excluding plant labor)
- (r) the Company's share of the pool Capacity costs associated with the following:
 - Amos Unit No. 3 CEMS, Low NO_x Burners and SCR
 - Cardinal Unit No 1 CEMS, Low NO_x Burners and SCR
 - Gavin Plant SCR and SCR Catalyst Replacement
 - Gavin Unit No 1 and 2 Low NO_x Burners
 - Kammer Unit Nos 1,2 and 3 CEMS, Over Fire Air and Duct Modification
 - Mitchell Unit Nos 1 and 2 Water Injection, Low NO_x burners and Low NO_x burner Modification
 - Mitchell Plant Common CEMS, Replace Burner Barrier Valves
 - Muskingum River Unit No 1 Low NO_x Ductwork, Over Fire Air , Over Fire Air Modification, Water Injection and Water Injection Modification
 - Muskingum River Unit No 2 Low NO_x Ductwork, Over Fire Air, Over Fire Air Modification and Water Injection
 - Muskingum River Unit No 3 Over Fire Air, Over Fire Air Modification with NO_x Instrumentation
 - Muskingum River Unit No 4 Over Fire Air with Modification
 - Muskingum River Unit No 5 Low NO_x Burner with Modification and Weld Overlays and an SCR
 - Muskingum River Common CEMS
 - Phillip Sporn Unit No 2 Low NO_x Burners with Modifications
 - Phillip Sporn Unit No 4 and 5 Low NO_x Burners and Modulating Injection Air system with Modifications
 - Phillip Sporn Common CEMS and SO₃ injection system
 - Rockport Unit No 1 and 2 Low NO_x Burners

(Cont'd on Sheet 23-5)

DATE OF ISSUE September 8, 2005 SERVICE RENDERED ON OR AFTER September 7, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00068 dated September 7, 2005

KENTUCKY POWER COMPANY

ORIGINAL SHEET NO. 29-4
CANCELING _____ SHEET NO. 29-4

P.S.C. Electric No. 8

ENVIRONMENTAL SURCHARGE (E.S.)

- (q) costs associated with maintaining approved pollution control equipment including material and contract labor (excluding plant labor)
- (r) the Company's share of the pool Capacity costs associated with the following:
- Amos Unit No. 3 CEMS, Low NO_x Burners and SCR
 - Cardinal Unit No 1 CEMS, Low NO_x Burners and SCR
 - Gavin Plant SCR and SCR Catalyst Replacement
 - Gavin Unit No 1 and 2 Low NO_x Burners
 - Kammer Unit Nos 1,2 and 3 CEMS, Over Fire Air and Duct Modification
 - Mitchell Unit Nos 1 and 2 Water Injection, Low NO_x burners and Low NO_x burner Modification
 - Mitchell Plant Common CEMS, Replace Burner Barrier Valves
 - Muskingum River Unit No 1 Low NO_x Ductwork, Over Fire Air , Over Fire Air Modification, Water Injection and Water Injection Modification
 - Muskingum River Unit No 2 Low NO_x Ductwork, Over Fire Air, Over Fire Air Modification and Water Injection
 - Muskingum River Unit No 3 Over Fire Air, Over Fire Air Modification with NO_x Instrumentation
 - Muskingum River Unit No 4 Over Fire Air with Modification
 - Muskingum River Unit No 5 Low NO_x Burner with Modification and Weld Overlays and an SCR
 - Muskingum River Common CEMS
 - Phillip Sporn Unit No 2 Low NO_x Burners with Modifications
 - Phillip Sporn Unit No 4 and 5 Low NO_x Burners and Modulating Injection Air system with Modifications
 - Phillip Sporn Common CEMS and SO₃ injection system
 - Rockport Unit No 1 and 2 Low NO_x Burners

(Cont'd on Sheet 29-5)

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

ENVIRONMENTAL SURCHARGE (E.S.)

- Tanners Creek Unit No 1 Low NO_x Burners, with Modifications and Low NO_x Burners Leg Replacement
- Tanners Creek Unit No 2 and 3 Low NO_x Burners with Modifications
- Tanners Creek Unit No 4 Over Fire Air, Low NO_x Burners and ESP Controls Upgrade
- Tanners Creek Common CEMS
- Title V Air Emission Fees at Amos, Cardinal, Gavin, Kammer, Mitchell, Muskingum River, Phillip Sporn, Rockport and Tanners Creek plants.

6. The monthly environmental surcharge shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.

DATE OF ISSUE September 8, 2005 SERVICE RENDERED ON OR AFTER September 7, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

KENTUCKY POWER COMPANY

ORIGINAL SHEET NO. 29-5
CANCELING _____ SHEET NO. 29-5

P.S.C. Electric No. 8

ENVIRONMENTAL SURCHARGE (E.S.)

- Tanners Creek Unit No 1 Low NO_x Burners, with Modifications and Low NO_x Burners Leg Replacement
- Tanners Creek Unit No 2 and 3 Low NO_x Burners with Modifications
- Tanners Creek Unit No 4 Over Fire Air, Low NO_x Burners and ESP Controls Upgrade
- Tanners Creek Common CEMS
- Title V Air Emission Fees at Amos, Cardinal, Gavin, Kammer, Mitchell, Muskingum River, Phillip Sporn, Rockport and Tanners Creek plants.

6. The base monthly net cost from environmental compliance is as follows:

<u>Billing Month</u>	<u>Base Net Environmental Costs</u>
JANUARY	\$2,531,784
FEBRUARY	3,003,995
MARCH	2,845,066
APRIL	2,095,535
MAY	1,514,859
JUNE	1,913,578
JULY	2,818,212
AUGUST	2,342,883
SEPTEMBER	2,852,305
OCTOBER	2,818,975
NOVEMBER	2,598,522
DECEMBER	1,407,969

7. The monthly environmental surcharge shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all necessary supporting data to justify the amount of the adjustments which shall include data and information as may be required by the Commission.

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on or after October 27, 2005

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an order of the Public Service Commission in Case No. 2005-00000 dated

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TARIFF N.C.R.
(Net Congestion Recovery)

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., S.G.S., M.G.S., M.G.S.-T.O.D., L.G.S., Q.P., C.I.P.-T.O.D., C.S.-I.R.P., M.W., O.L., and S.L.

RATE.

1. When the annual net congestion costs are above or below the annual base net costs from congestion, as provided in paragraph 3 below, an additional credit or charge equal to the product of the kWhs and a net congestion recovery factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{Net Congestion Recovery Factor (A)} = (T_y - T_b) / S_y + \text{BAF}$$

In the above formula "T" is Kentucky Power Company's (KPCo) annual net costs from congestion in the current (y) and base (b) periods, and "S" is the kWh sales in the current (y) period, all defined below.

2. The current period is defined as the 12 months ended September 30th each year. The net congestion costs for the current period is the difference between (implicit?) congestion costs and revenues from Financial Transmission Rights (FTR) and Auction Revenue Rights (ARR) as recorded on KPCo's books in account 447.
3. The base annual net congestion cost is \$(3,002,352).
4. The kWh sales shall be the total ultimate kWh sales to retail customers for the current period.
5. The Net Congestion Recovery Factor (A) shall change annually on January 1st.
6. A Balancing Adjustment Factor (BAF) will be calculated on a per kWh basis for the second through the twelfth months of the year, which reconciles any over- or under-collection of additional revenues from prior periods. The BAF will be determined by dividing the difference between amounts which were expected to be collected and the amounts actually collected from the application of this tariff from the previous year by the expected Kentucky retail jurisdictional kWh.
7. For 2007 the Net Congestion Recovery Factor shall equal the difference between the current and base period net congestion costs times the number of months (n) that Tariff N.C.R. is in effect during the current period divided by 12. That product is divided by the kWh sales in the current period. The formula is shown below:

$$\text{Net Congestion Recovery Factor (A)} = (T_y - T_b) * (n/12) / S_y$$

DATE OF ISSUE September 26, 2005 DATE EFFECTIVE Service rendered on and after October 27, 2005

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES FRANKFORT, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2005- dated

(N)

(N)

KENTUCKY POWER COMPANY
FINANCIAL EXHIBIT
JUNE 30, 2005

1. Amounts and kinds of stock authorized.

2,000,000 Shares of Common Stock, \$50 par value.

2. Amounts and kinds of stock issued and outstanding.

1,009,000 Shares of Common Stock, \$50 par value, recorded at \$50,450,000.

3. Terms of preference of preferred stock whether cumulative or participating, or on dividends or assets or otherwise.

The Company has no preferred stock authorized or outstanding.

4. Brief description of each mortgage on property of applicant, giving date of execution, name of mortgagor, name of mortgagee, or trustee, amount of indebtedness authorized to be secured thereby, and the amount of indebtedness actually secured, together with any sinking funds provisions.

As of August 1, 2002, all outstanding First Mortgage bonds issued under the Mortgage and Deed of Trust from Kentucky Power Company to Bankers Trust Company and Warren L. Tischler, dated May 1, 1949, have been redeemed.

5. Amount of bonds authorized, and amount issued, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with the amount of interest paid thereon during the last fiscal year.

As of August 1, 2002, all outstanding First Mortgage bonds issued under the Mortgage and Deed of Trust from Kentucky Power Company to Bankers Trust Company and Warren L. Tischler, dated May 1, 1949, have been redeemed.

6. Each note outstanding, giving date of issue, amount, date of maturity, rate of interest, in whose favor, together with amount of interest paid thereon during the twelve months ending June 30, 2005.

Date of Issue	Date of Maturity	Rate of Interest	Principal Amount	Interest Expense 12 Months Ending June 30, 2005
<u>Senior Notes</u>				
11/12/02	11/12/07	4.315%	\$80,400,000	\$3,469,260
12/23/02	12/12/07	4.368%	\$69,564,000	\$3,038,556
06/28/02	07/01/07	5.500%	\$125,000,000	\$6,875,000
06/13/03	12/01/32	5.625%	\$75,000,000	\$4,218,750
11/10/98	11/10/08	6.450%	\$30,000,000	\$1,935,000
10/01/97	10/01/07	6.910%	\$48,000,000	\$3,316,800
<u>Promissory Notes</u>				
05/10/01	05/15/06	6.501%	\$40,000,000	\$2,600,400
02/05/04	06/01/15	5.250%	\$20,000,000	\$1,050,000

Short Term Borrowings

The Company participates in the AEP System Corporate Borrowing Program.
The Company was in a borrowed position for 19 days in the last twelve months.

KENTUCKY POWER COMPANY
FINANCIAL EXHIBIT
JUNE 30, 2005

Section IV
Page 2 of 16

7. Other indebtedness, giving same by classes and describing security, if any, with a brief statement of the devolution of assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the twelve months ending June 30, 2005.

The Company has no other indebtedness.

8. Rate and amount of dividends paid during the five previous calendar years, and the amount of capital stock on which dividends were paid each year:

Year	Common Dividend Amount	Common Shares Outstanding	Dividend per Common Share
2000	\$30,360,000	1,009,000	\$30.09
2001	\$30,245,000	1,009,000	\$29.98
2002	\$21,131,000	1,009,000	\$20.94
2003	\$16,448,000	1,009,000	\$16.30
2004	\$19,501,000	1,009,000	\$19.33
2005	\$0	1,009,000	\$0.00

9. Detailed income statement and balance sheet (see attached pages 3 - 16).

KENTUCKY POWER COMPANY
BALANCE SHEET - JUNE 30, 2005
ASSETS

Section IV
Page 3 of 16

Line No.		
	ELECTRIC UTILITY PLANT:	
1	In Service	\$1,321,256,663
2	Property Under Capital Leases	10,405,054
3	Electric Plant Held for Future Use	6,862,819
4	Construction Not Classified	21,679,495
5	Construction Work In Progress	19,336,201
6	TOTAL ELECTRIC UTILITY PLANT	<u>1,379,540,232</u>
7	Accumulated Provision for Depreciation of Electric Utility Plant In Service	(\$426,699,463)
8	Accumulated Provision for Amortization of Electric Utility Plant In Service	(16,790,003)
9	NET ELECTRIC UTILITY PLANT	<u>(443,489,466)</u> <u>936,050,766</u>
	OTHER PROPERTY AND INVESTMENTS:	
10	Long Term Energy Trading Contracts	39,128,818
11	Non-Utility Property	996,378
12	Accumulated Provision for Depreciation and Amortization	(158,263)
13	Non-Utility Property WIP	2,307
14	Other Investments	4,944,781
15	TOTAL OTHER PROPERTY AND INVESTMENTS	<u>44,914,021</u>
	CURRENT AND ACCRUED ASSETS:	
16	Cash and Cash Equivalents	247,332
17	Advances to Affiliates (Notes Receivables to Associated Companies)	12,646,962
	Accounts Receivable:	
18	Customers	14,286,762
19	Miscellaneous	9,704,584
20	Uncollectible Accounts	(1,659)
21	Associated Companies	18,314,390
22	Accounts Receivable - Net	<u>42,304,077</u>
	Materials and Supplies:	
23	Fuel	10,663,233
24	SO2 Allowance Inventory - Current	2,032,797
25	CO2 Allowance Inventory - Current	12,743
26	Urea	258,284
27	Other Accounts	5,798,708
28	Total Material and Supplies	<u>18,765,765</u>
29	Accrued Utility Revenues	2,619,904
30	Energy Trading Cont Current Asset	21,979,627
31	Prepayments & Other Current Assets	7,162,221
32	TOTAL CURRENT AND ACCRUED ASSETS	<u>105,725,888</u>
33	Regulatory Assets	130,922,645
	Deferred Charges	
34	SO2 Allowance Inventory	12,066,600
35	CO2 Allowance Inventory	10,879
36	Other Deferred Charges	48,859,367
37	TOTAL REGULATORY ASSETS AND DEFERRED CHARGES	<u>191,859,491</u>
38	TOTAL ASSETS AND OTHER DEBITS	<u>\$1,278,550,166</u>

KENTUCKY POWER COMPANY
BALANCE SHEET - JUNE 30, 2005
LIABILITIES

Section IV
Page 4 of 16

Line No.		
	CAPITALIZATION AND LONG TERM DEBT	
1	Common Stock - Par Value \$50	
2	Authorized: 2,000,000 Shares	
3	Outstanding: 1,009,000 Shares	\$50,450,000
4	Paid-In Capital	198,018,634
5	Retained Earnings	82,885,847
6	Common Shareowners Equity	331,354,481
7	Advances from Associated Companies	20,000,000
8	Senior Unsecured Notes	427,964,000
9	Mark To Market - FAS133 FV Hedge	(26,878)
10	Unamortized Discount LTD - Senior Unsecured Note	(221,000)
11	Long Term Debt	447,716,122
12	TOTAL CAPITALIZATION AND LONG TERM DEBT	779,070,603
	OTHER NONCURRENT LIABILITIES	
12	Obligations Under Capital Lease	2,365,772
13	Accumulated Provisions - Miscellaneous	12,197,961
14	TOTAL OTHER NONCURRENT LIABILITIES	14,563,733
	CURRENT AND ACCRUED LIABILITIES	
15	Long-Term Debt Due within 1 Year	40,000,000
16	Accounts Payable	30,311,099
17	Accounts Payable to Associated Companies	24,765,448
18	Customer Deposits	16,304,627
19	Taxes Accrued	7,716,825
20	Interest Accrued	6,794,703
21	Dividends Declared	0
22	Obligations Under Capital Lease	1,355,972
23	Risk Management Liabilities	23,562,022
24	Other Current and Accrued Liabilities	7,505,401
25	TOTAL CURRENT AND ACCRUED LIABILITIES	158,316,097
	DEFERRED CREDITS AND OPERATING RESERVES	
26	Accumulated Deferred Income Taxes	264,235,438
27	Accumulated Deferred Investment Tax Credit	6,137,470
28	Regulatory Liabilities	26,509,682
29	Long-Term Risk Management Liabilities	29,216,292
30	Customer Advances for Construction	56,784
31	Other Deferred Credits	444,067
32	TOTAL DEFERRED CREDITS AND OPERATING RESERVES	326,599,733
33	TOTAL LIABILITIES AND OTHER CREDITS	\$1,278,550,166

KENTUCKY POWER COMPANY
STATEMENT OF RETAINED EARNINGS
AND OTHER PAID-IN CAPITAL
FOR THE TWELVE MONTHS ENDED JUNE 30, 2005

Section IV
Page 5 of 16

Line
No.

RETAINED EARNINGS:

1	BALANCE AT JULY 1, 2004	\$67,329,609
2	BALANCE TRANSFERRED FROM (NET) INCOME	22,556,236
3	TOTAL	----- 89,885,845 -----
4	CASH DIVIDENDS DECLARED ON COMMON STOCK	6,999,998
5	BALANCE AT JUNE 30, 2005	----- \$82,885,847 =====

OTHER PAID-IN CAPITAL:

6	DONATIONS RECEIVED FROM SHAREHOLDERS	\$208,750,000
7	ACCUMULATED OTHER COMPREHENSIVE INCOME	(\$10,731,366)
8	TOTAL OTHER PAID-IN CAPITAL	----- \$198,018,634 =====

KENTUCKY POWER COMPANY
 OPERATING REVENUES BY REVENUE CLASS
 FOR THE 12 MONTHS ENDED JUNE 30, 2005

Line No.	FERC Account No.	Title	
	Sales of Electricity		
1	440	Residential Sales	\$130,785,046
	442	Commercial & Industrial Sales:	
2		Commercial	77,195,429
3		Industrial	119,120,177
4	444	Public Street & Highway Lighting	1,004,043
5	445	Other Sales to Public Authorities	0
6		Subtotal - Total Sales - Ultimate Customers	----- 328,104,695
7	447	Sales for Resale	125,609,628
8		Total Sales of Electricity	----- \$453,714,323 =====
	Other Operating Revenues		
9	411	Gain / Loss on Disposition of Allowances	\$5,690,490
10	450	Forfeited Discounts	1,475,269
11	451	Miscellaneous Service Revenues	250,274
12	454	Rent form Electric Property	3,038,491
13	456	Other Electric Revenues	13,940,514
14		Total Other Operating Revenues	----- \$24,395,038 =====

KENTUCKY POWER COMPANY
STATEMENT OF INCOME
FOR THE 12 MONTHS ENDED JUNE 30, 2005

Section IV
Page 7 of 16

Line No.		
	OPERATING REVENUE - ELECTRIC	
1	Operating Revenue - Sales of Electricity	\$453,714,323
2	Operating Revenue - Other Operating Revenues	24,395,038

3	TOTAL OPERATING REVENUES	478,109,361

	OPERATING EXPENSES - ELECTRIC	
4	Operating Expense	338,467,260
5	Maintenance Expense	29,660,986

6	TOTAL OPERATION & MAINTENANCE	368,128,246

7	Depreciation and Amortization	44,459,755
8	Taxes Other Than Income Taxes	9,065,940
9	State Income Taxes	(539,882)
10	Federal Income Taxes - Current and Deferred	6,268,329

11	TOTAL OPERATING EXPENSES	427,382,388

12	NET OPERATING INCOME	50,726,973

	OTHER INCOME AND DEDUCTIONS	
	Other Income	
13	(Includes Allowance for Funds Used During Construction)	775,424
14	Other Income Deductions	(140,025)
15	Taxes Applicable to Other Income & Deductions	20,821

16	TOTAL OTHER INCOME AND DEDUCTIONS	656,220

17	INCOME BEFORE INTEREST CHARGES	51,383,193

18	INTEREST CHARGES	
	(Net of Allowance for Borrowed Funds Used During Construction)	28,826,956

19	NET INCOME	22,556,237

20	EARNINGS FOR COMMON STOCK	22,556,237

21	DIVIDENDS DECLARED ON COMMON STOCK	6,999,998

22	UNDISTRIBUTED NET INCOME	\$15,556,239
		=====

KENTUCKY POWER COMPANY
 OPERATING EXPENSES - FUNCTIONAL DETAILS
 FOR THE 12 MONTHS ENDED JUNE 30, 2005

Section IV
 Page 8 of 16

Line No.		
	OPERATING EXPENSES (OPERATION & MAINTENANCE)	
	POWER PRODUCTION EXPENSES	
1	Operation - Fuel	\$111,921,499
2	Operation - Other	12,381,002
3	Total Operation	124,302,501
4	Maintenance	12,392,638
5	TOTAL STEAM POWER GENERATION	136,695,139
	TOTAL OTHER POWER GENERATION	
	OTHER POWER SUPPLY EXPENSES:	
6	Purchase Power Expense	\$86,525,913
7	Interchange Power Net - System Account	82,098,459
8	Interchange Power Net - Non Associated Companies	75,501
9	Total - Purchased Power	168,699,873
10	System Control & Load Dispatch	2,808,317
11	Other Expenses	3,636,696
12	TOTAL OTHER POWER SUPPLY EXPENSES	175,144,886
13	TOTAL POWER PRODUCTION - OPERATION	299,447,387
14	TOTAL POWER PRODUCTION - MAINTENANCE	12,392,638
15	TOTAL POWER PRODUCTION EXPENSES	311,840,025
16	TRANSMISSION - Operation	(1,866,590)
17	- Maintenance	2,388,688
18	TOTAL TRANSMISSION EXPENSES	522,098
19	DISTRIBUTION - Operation	6,400,714
20	- Maintenance	13,198,186
21	TOTAL DISTRIBUTION EXPENSES	19,598,900
22	CUSTOMER ACCOUNTS EXPENSE - OPERATION	8,267,013
23	CUSTOMER SERVICE & INFORMATION EXPENSES - OPERATION	1,362,830
24	SALES EXPENSES - OPERATION	5,550
25	ADMINISTRATIVE & GENERAL EXPENSES - Operation	22,138,353
26	- Maintenance	1,681,477
27	TOTAL ADMINISTRATIVE & GENERAL EXPENSES	23,819,830
28	SUBTOTAL OPERATION & MAINTENANCE EXPENSES	365,416,246
29	GAINS FROM DISPOSITION OF UTILITY PLANT	(1,190)
30	FACTORED CUSTOMER A/R EXPENSE	1,087,761
31	FACTORED CUSTOMER A/R BAD DEBT	1,625,430
32	TOTAL OPERATION & MAINTENANCE EXPENSES	\$368,128,247

KENTUCKY POWER COMPANY
ANALYSIS OF FEDERAL INCOME TAXES
FOR THE 12 MONTHS ENDED JUNE 30, 2005

Section IV
Page 9 of 16

Line No.	Current Federal Income Taxes	
	S.E.C. Allocation	
1	FIT - Utility Operating Income - Regular	\$906,327
2	FIT - Prior year Adjustments	(5,250,819)
3	Total Current Fit	(4,344,492)
	Deferred Federal Income Taxes - Net of Feedback	
4	FERC Order 144 Deficiency	(674)
5	Taxes Capd	(64,260)
6	Pensions Capd	(8,616)
7	Savings Capd	(4,092)
8	BK VS TAX DEPR - NORM	(7,399,933)
9	ABFUDC	(48,682)
10	ABFUDC - HRJ Post In Service	(7,452)
11	ABFUDC - HRJ	(365,304)
12	SEC 481 PENS/OPEB ADJUSTMENT	(75)
13	INT EXP CAPITALIZED FOR TAX	116,940
14	CUST ADV INC FOR TAX	(362)
15	DEFD FUEL - NET	1,680,997
16	PROVS POSS REV REFDS	(29,216)
17	PERCENT REPAIR ALLOWANCE	347,092
18	TAX AMORT POLLUTION CONT	19,268,201
19	CAPITALIZED RELOCATION COSTS	110,646
20	DEFD TAX GAIN-FIBER OPTIC LINE	(2,144)
21	MTM BK GAIN-A/L-TAX DEFL	1,841,535
22	PROV WORKER'S COMP	71,862
23	ACCRUED BK PENSION EXPENSE	(440,736)
24	SUPPLEMENTAL EXECUTIVE RETIREMENT	(58,123)
25	ACCRD BK SUPP SAVINGS PLAN EXP	(25,848)
26	BK PROV UNCOLL ACCTS	206,837
27	ACCRUED COMPANYWIDE INCENTIVE PLAN	(112,041)
28	REG ASSET-UNREAL LOSS FWD CMMT	(61,444)
29	PROV-TRADING CREDIT RISK-AL	(20,370)
30	DEFD COMPENSATION-BK EXPENSE	9,336
31	ACCRUED VACATION PAY	(62,594)
32	ACCRUED MANAGEMENT INCENTIVE BONUS	1,287
33	ACCRUED STATE INCOME TAX EXP	(4,026)
34	ACCRUED RTO CARRYING CHARGES	67,191
35	REG ASSET-DEFERRED RTO COSTS	(14,202)
36	DEFD BK CONTRACT REVENUE	3,857
37	BK DEFL DEMAND SIDE MGT EXP	(974,381)
38	BOOK > TAX BASIS - EMA-A/C 283	(857,595)
39	DEFD TX GAIN-INTERCO SALE-EMA	67,223
40	DEFD TAX GAIN-EPA AUCTION	81,997
41	ADVANCE RENTAL INCOME	8,775
42	REG ASSET-UNREAL MTM GAIN-DEFL	(1,172,374)
43	CAPITALIZED SOFTWARE COSTS-TAX	18,898
44	BOOK LEASES CAPITALIZED FOR TAX	178,318
45	CAPITALIZED SOFTWARE COST - BOOK	(397,088)

KENTUCKY POWER COMPANY
ANALYSIS OF FEDERAL INCOME TAXES
FOR THE 12 MONTHS ENDED JUNE 30, 2005

Section IV
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Line No.

46	BK AMORT - LOSS ON REACQ DEBT	311,075
47	SFAS 106 - POST RETIRE BEN	(249,894)
48	ACCRD SFAS 112 PST EMPLOY BEN	87,712
49	BK DEFL - MERGER COSTS	(187,056)
50	REG ASSET - ACCRUED SFAS 112	(72,055)
51	1977-1980 IRS AUDIT SETTLEMENT	6,264
52	1985-1987 IRS AUDIT SETTLEMENT	291
		<hr/>
53	Total Deferred FIT - Net of Feedback	<u>11,845,697</u>
	<u>Deferrred Investment Tax Credit - Net of Feedback</u>	
54	ITC Adjustment - 4%	(141,389)
55	ITC Adjustment - 10%	<u>(1,091,487)</u>
56	Total ITC Adjustments - Net of Feedback	<u>(1,232,876)</u>
57	Total Federal Income Taxes - Current and Deferred	<u><u>\$6,268,329</u></u>

KENTUCKY POWER COMPANY
MONTHLY BEGINNING AND ENDING BALANCES OF ELECTRIC PLANT IN SERVICE
FOR 12 MONTHS ENDED JUNE 30, 2005

Line No.	June 2004	July 2004	August 2004	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005
Intangible Plant													
1	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919	\$52,919
2	17,615,418	17,709,698	17,843,789	18,022,415	18,219,538	18,479,118	17,271,071	17,882,735	17,994,171	17,938,760	17,941,377	18,260,791	18,430,279
3	17,668,338	17,762,817	17,896,708	18,075,334	18,272,457	18,532,038	17,323,991	17,935,665	18,047,091	17,991,679	17,994,296	18,313,710	18,483,199
Total Intangible Plant	35,136,755	35,535,434	35,740,416	36,173,068	36,551,995	36,991,155	34,645,062	35,871,410	35,981,262	35,930,439	35,939,515	36,574,700	36,913,498
Steam Production Plant													
4	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546
5	35,743,472	35,757,526	35,749,295	35,773,214	35,998,832	36,012,008	36,149,758	36,150,187	37,733,839	37,810,971	37,821,117	37,816,555	37,865,248
6	323,417,292	323,686,165	323,072,639	324,288,756	324,422,419	324,422,419	324,538,694	325,500,594	325,384,421	325,422,019	326,269,730	326,596,012	326,971,047
7	72,471,029	72,737,363	72,692,973	72,983,386	73,030,542	73,045,817	73,038,984	73,055,133	72,781,801	72,781,801	72,782,067	72,790,012	72,850,141
8	13,742,601	13,742,601	13,742,601	13,742,601	13,742,601	13,742,601	13,742,601	13,744,805	13,746,004	13,745,976	13,745,976	13,745,976	13,745,976
9	6,529,627	6,532,186	6,518,923	6,518,926	6,518,926	6,518,926	6,518,954	6,518,954	6,585,139	6,585,139	6,621,350	6,620,753	6,646,831
10	452,980,568	453,532,387	452,862,978	454,383,429	454,712,934	454,818,345	455,065,536	456,046,219	457,307,750	457,422,484	458,316,785	458,648,353	459,155,789
Total Steam Production Plant	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546
Transmission Plant													
11	25,664,291	25,664,291	25,664,291	25,664,291	25,698,282	25,698,282	25,698,282	25,698,282	25,757,848	25,757,848	25,757,848	25,757,848	25,757,848
12	6,387,065	6,387,065	6,387,065	6,387,065	6,387,065	6,387,065	6,387,065	6,387,065	6,395,286	6,395,286	6,395,286	6,395,286	6,395,286
13	122,063,561	122,063,561	122,564,806	122,862,640	123,068,995	123,153,116	123,321,174	123,321,174	123,229,784	123,230,137	123,233,031	123,249,976	123,276,000
14	92,358,919	92,358,919	92,358,919	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356	92,364,356
15	36,506,819	36,506,819	36,738,155	36,783,392	37,517,710	37,505,519	37,506,208	37,521,845	37,521,187	37,606,771	38,413,129	39,045,709	39,264,356
16	100,146,304	100,152,826	100,153,960	100,156,579	100,365,793	100,365,480	100,365,480	100,365,480	100,365,480	100,365,480	100,365,480	100,365,480	100,365,480
17	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590	11,590
18	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066	106,066
19	383,244,615	383,317,998	383,984,452	384,315,980	385,514,958	385,551,226	385,582,164	385,774,086	385,741,598	385,827,535	386,636,788	387,775,301	387,825,303
Total Transmission Plant	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546
Distribution Plant													
20	5,155,074	5,155,074	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432	5,139,432
21	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063	4,231,063
22	41,908,407	41,908,407	41,929,790	41,970,325	41,936,066	41,949,667	42,017,940	42,341,817	42,350,172	42,350,544	42,360,660	42,535,067	42,535,067
23	125,998,415	125,998,415	126,224,695	126,439,100	126,724,416	126,632,182	124,872,242	125,341,304	125,314,112	125,557,417	125,841,288	126,550,852	126,864,495
24	97,065,584	97,350,866	97,651,153	97,873,686	98,974,120	99,387,421	99,426,562	100,759,320	100,963,771	101,241,661	101,552,146	101,952,357	102,420,173
25	2,870,320	2,876,310	2,883,122	2,905,958	2,910,243	2,936,920	2,959,898	2,989,082	2,999,161	3,016,807	3,026,111	3,036,092	3,053,885
26	4,811,697	4,831,433	4,847,126	4,934,429	4,947,505	4,973,884	5,482,068	5,732,597	5,995,779	5,750,701	5,752,442	5,850,194	5,923,247
27	83,496,460	83,735,779	83,729,418	83,785,999	84,003,680	84,024,370	84,186,423	84,450,810	84,337,516	84,551,042	84,647,670	84,595,898	84,645,406
28	30,480,695	30,599,103	30,752,579	30,821,056	31,013,283	31,114,833	31,236,945	31,382,408	31,311,967	31,593,933	31,594,360	31,553,234	31,586,230
29	20,843,328	20,909,262	20,882,944	20,769,607	21,023,835	21,072,828	21,071,793	21,050,942	20,935,571	21,057,553	21,036,781	20,983,811	20,941,912
30	14,766,117	14,861,947	14,954,595	15,057,852	15,207,018	15,403,589	15,598,882	15,724,054	15,748,654	15,848,301	15,989,548	16,186,442	16,201,414
31	2,707,693	2,715,241	2,725,044	2,729,627	2,736,180	2,744,521	2,741,235	2,757,953	2,769,204	2,766,612	2,776,642	2,789,412	2,788,123
32	433,654,805	435,072,900	435,950,901	436,768,133	438,846,840	440,110,709	438,766,381	441,910,780	441,836,403	442,925,065	443,968,100	445,402,770	446,448,969
Total Distribution Plant	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546
General Plant													
33	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285	2,816,285
34	19,157,549	19,157,818	19,157,818	19,157,818	19,157,818	19,295,609	19,295,609	19,295,609	19,295,609	19,295,609	19,295,609	19,295,609	19,295,609
35	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326	1,741,326
36	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819
37	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041	190,041
38	1,695,198	1,695,198	1,695,198	1,695,198	1,714,795	1,714,795	1,711,318	1,779,261	1,89,262	189,262	189,262	189,262	189,262
39	397,799	397,799	397,799	397,799	397,799	397,799	394,394	394,394	396,228	396,228	396,228	407,662	407,662
40	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931	5,931
41	4,179,061	4,179,061	4,234,682	4,238,083	4,238,131	4,245,649	4,666,769	4,677,739	4,677,959	4,759,056	4,762,345	4,761,627	4,856,361
42	576,598	576,598	584,685	584,685	584,685	584,685	584,685	584,685	584,685	584,685	584,685	584,685	584,685
43	30,765,597	30,765,597	30,829,564	30,832,985	30,852,629	29,790,179	30,200,279	30,376,910	30,376,910	30,652,042	30,907,320	30,918,331	31,022,897
Total General Plant	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546	1,076,546
44 TOTAL ELECTRIC PLANT	\$1,318,313,923	\$1,320,451,968	\$1,321,514,602	\$1,324,375,860	\$1,328,199,718	\$1,328,802,497	\$1,328,938,351	\$1,332,042,302	\$1,333,311,751	\$1,334,818,805	\$1,337,823,289	\$1,341,059,464	\$1,342,936,157

NOTE: Columns may not foot due to rounding

KENTUCKY POWER COMPANY
MONTHLY BEGINNING AND ENDING BALANCES OF THE RESERVE FOR DEPRECIATION
OF UTILITY PLANT IN SERVICE FOR THE 12 MONTHS ENDING JUNE 30, 2005

Line No.	June 30, 2004	July 31, 2004	August 31, 2004	September 30, 2004	October 31, 2004	November 30, 2004	December 31, 2004	January 31, 2005	February 28, 2005	March 31, 2005	April 30, 2005	May 31, 2005	June 30, 2005
1	\$162,305,139	\$161,146,992	\$162,057,967	\$163,490,969	\$164,850,182	\$166,191,387	\$167,288,463	\$168,262,357	\$169,623,677	\$170,971,377	\$171,810,618	\$173,218,538	\$174,513,012
2	109,895,292	110,433,238	111,003,053	111,532,050	112,073,244	112,604,110	113,126,359	113,686,862	114,089,981	114,630,604	115,084,892	115,596,136	116,061,843
3	123,366,665	124,633,928	125,549,525	126,325,553	127,076,383	127,981,530	128,512,946	127,599,295	128,660,179	129,706,336	130,211,819	130,532,869	131,121,320
4	3,896,043	3,953,059	4,012,076	4,069,327	4,127,148	5,501,022	5,548,830	5,602,323	5,662,785	5,723,255	5,780,038	5,834,030	5,894,920
5	115,681	(2,144,982)	(2,011,108)	(1,719,624)	(1,616,292)	1,002,123	987,013	970,930	1,119,418	1,187,946	846,893	974,210	891,632
5	399,347,478	402,312,199	404,633,729	407,137,523	409,743,249	411,275,926	411,489,585	414,179,907	419,937,204	419,843,626	422,040,474	424,207,363	426,699,463
7	46,550	46,597	46,643	46,689	46,735	46,781	46,827	46,873	46,919	46,965	47,012	47,058	47,104
8	6,676,995	6,970,588	7,265,753	7,563,149	7,863,523	8,167,182	7,263,488	7,551,340	7,849,385	7,973,983	8,111,225	8,410,248	8,714,594
9	590,110	636,140	682,170	728,200	774,231	820,260	866,291	912,321	958,351	1,004,381	1,050,411	1,096,441	1,142,471
10	178,350	178,344	178,350	178,350	178,350	178,350	181,795	185,249	188,704	192,159	195,613	199,068	202,523
11	7,492,005	7,831,669	8,172,916	8,516,388	8,862,839	9,212,573	8,358,401	8,695,783	9,043,359	9,217,488	9,404,261	9,752,815	10,109,692
12	6,890,236	6,965,423	7,008,256	6,964,808	6,980,959	7,084,088	6,838,957	6,949,135	7,033,646	6,736,506	6,850,825	6,816,375	6,683,311
13	14,382,241	14,797,092	15,181,172	15,481,196	15,843,798	16,296,661	15,197,358	15,644,918	16,077,005	15,953,994	16,255,086	16,569,190	16,790,003
14	\$413,729,719	\$417,109,291	\$419,814,901	\$422,618,719	\$425,587,047	\$427,572,587	\$428,686,943	\$429,824,825	\$433,014,209	\$435,797,620	\$438,295,560	\$440,776,553	\$443,489,466

Total Accum. Provision for Depreciation of Electric Utility Plant

Total Accum. Provision for Amortization of Electric Utility Plant

Total Accum. Provision for Depreciation and Amort. Of Electric Utility Plant - Net

KENTUCKY POWER COMPANY
MONTHLY BEGINNING AND ENDING BALANCES OF CONSTRUCTION WORK IN PROGRESS
FOR THE TEST YEAR ENDED JUNE 30, 2005

Line No.	June 2004	July 2004	August 2004	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005
1	\$12,506,785	\$12,380,700	\$13,494,333	\$13,538,762	\$12,372,849	\$12,836,289	\$16,544,432	\$12,913,919	\$12,729,607	\$14,701,652	\$15,186,457	\$15,510,125	\$19,336,201
2	\$12,506,785	\$12,380,700	\$13,494,333	\$13,538,762	\$12,372,849	\$12,836,289	\$16,544,432	\$12,913,919	\$12,729,607	\$14,701,652	\$15,186,457	\$15,510,125	\$19,336,201

KENTUCKY POWER COMPANY
MONTHLY BEGINNING AND ENDING BALANCES OF CERTAIN OTHER ACCOUNTS
FOR THE TEST YEAR ENDED JUNE 30, 2005

Line No.	June 2004	July 2004	August 2004	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005
Prepayments													
1	\$2,340	\$2,080	\$1,820	\$1,560	\$1,300	\$1,040	\$780	\$520	\$260	\$0	\$0	\$0	\$0
2	31,835	29,197	26,781	35,414	23,088	36,734	46,364	44,312	27,242	56,819	47,467	42,358	57,573
3	20,105	17,233	14,361	11,489	8,617	5,744	2,872	0	0	0	0	0	0
4	295,192	803,282	702,027	602,689	511,009	407,841	339,188	767,250	671,088	576,994	509,565	425,796	326,933
5	225,451	217,538	209,625	201,711	193,798	185,885	177,972	170,059	162,146	299,914	292,419	284,923	277,428
6	0	462,380	420,345	378,310	336,276	294,240	252,205	210,170	168,136	126,100	84,065	42,030	0
7	\$574,923	\$1,531,710	\$1,374,959	\$1,231,173	\$1,074,087	\$931,484	\$819,381	\$1,192,311	\$1,028,871	\$1,059,827	\$933,516	\$795,107	\$661,934
8	\$115,661	(\$2,144,982)	(\$2,011,108)	(\$1,719,624)	(\$1,616,292)	(\$1,002,123)	\$987,013	\$970,930	\$119,418	\$1,187,946	\$846,893	\$974,210	\$891,632
Material and Supplies													
9	\$10,747,098	\$7,232,381	\$5,536,255	\$6,451,531	\$9,265,024	\$10,163,556	\$5,977,611	\$8,761,686	\$8,389,479	\$7,622,115	\$6,720,994	\$9,736,724	\$10,216,763
10	311,529	282,176	274,317	265,734	379,015	385,902	427,068	389,279	376,140	363,171	276,084	356,956	290,749
11	250,869	190,534	171,749	155,872	213,147	236,624	145,892	149,661	147,169	126,064	154,153	180,888	155,721
12	11,309,496	7,705,091	5,982,321	6,873,137	9,857,186	10,786,082	6,550,571	9,300,626	8,912,788	8,111,350	7,151,231	10,274,568	10,863,233
13	5,825,418	5,800,877	5,842,191	5,687,182	5,651,793	5,693,815	5,851,880	5,888,715	5,887,144	5,943,523	5,035,098	5,989,846	6,056,992
14	14,008,912	14,147,832	13,805,344	13,484,500	13,258,548	13,018,707	13,174,710	14,134,901	13,757,517	13,441,855	14,624,841	14,321,513	14,099,397
15	26,941	26,840	23,621	28,878	29,561	34,628	24,425	31,095	28,464	26,971	26,421	24,636	23,622
16	49,436	28,484	63,920	108,501	80,002	47,655	0	0	0	0	0	0	0
17	\$31,220,203	\$27,709,124	\$25,717,397	\$26,182,198	\$28,877,090	\$29,580,887	\$25,601,586	\$29,355,337	\$28,585,913	\$27,523,699	\$26,837,591	\$30,610,563	\$30,843,244

KENTUCKY POWER COMPANY
 Monthly Statements of Electric Operating Income
 For The 12 Months Ended June 30, 2005

Line No.	July 2004	August 2004	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005	12 Months Ended 06/30/2005
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													

KENTUCKY POWER COMPANY
TOTAL OWNED ELECTRIC PLANT
12 MONTHS ENDED JUNE 30, 2005

Section IV
Page 16 of 16

Line No.	Owned Electric Plant In Service	Balance 06-30-2004	Additions	Retirements	Transfers	Balance 06-30-2005	Increase	
							06/30/2005 Amount	over 06/30/2004 Per Cent
1	Intangible Plant	\$17,668,338	\$2,363,459	\$1,548,721	\$123	\$18,483,199	\$814,861	4.6%
2	Steam Production Plant	452,980,568	7,878,915	1,703,694	0	459,155,789	6,175,221	1.4%
3	Transmission Plant	383,244,615	4,773,058	293,587	101,216	387,825,302	4,580,687	1.2%
4	Distribution Plant	433,654,805	19,861,020	6,970,505	(96,350)	446,448,970	12,794,165	3.0%
5	General Plant	30,765,597	1,483,005	1,225,705	0	31,022,897	257,300	0.8%
<hr/>								
6	Total Owned Electric Plant In Service	1,318,313,923	36,359,457	11,742,212	4,989	1,342,936,157	24,622,234	1.9%
Other Electric Plant								
Electric Plant								
7	Held For Future Use	6,862,819	0	0	0	6,862,819	0	0.0%
8	CWIP	12,506,785	43,188,875	0	(36,359,459)	19,336,201	6,829,416	54.6%
<hr/>								
9	Total Owned Electric Plant	<u>\$1,337,683,527</u>	<u>\$79,548,332</u>	<u>\$11,742,212</u>	<u>(\$36,354,470)</u>	<u>\$1,369,135,177</u>	<u>\$31,451,650</u>	<u>2.4%</u>

Kentucky Power Company
Revenue, Return, Capitalization and Rate Base - Ky PSC Jurisdiction
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 1

Ln No (1)	<u>Description</u> (2)	Present Rates Adjusted PSC <u>Jurisdiction</u> (3)	Proposed <u>Change</u> (4)	PSC Jurisdiction with Proposed <u>Change</u> (5)
	<u>Operating Revenues</u>			
1	Sales of Electricity	\$337,343,688	\$64,796,239	\$402,139,927
2	Other Operating Revenues	<u>\$8,713,065</u>	<u>\$0</u>	<u>\$8,713,065</u>
3	Total Operating Revenues	<u>\$346,056,753</u>	<u>\$64,796,239</u>	<u>\$410,852,992</u>
	<u>Operating Expenses</u>			
4	Operation & Maintenance	\$266,996,120	\$306,292	\$267,302,412
5	Depreciation	\$47,698,792	\$0	\$47,698,792
6	Taxes Other Than Income Taxes	\$9,198,011	\$0	\$9,198,011
7	State Income Tax	(\$1,348,228)	\$4,641,360	\$3,293,132
	Federal Income Tax:			
8	Current	(\$6,065,131)	\$20,947,005	\$14,881,874
9	Deferred	\$3,561,560	\$0	\$3,561,560
10	ITC Adjustment	<u>(\$1,156,997)</u>	<u>\$0</u>	<u>(\$1,156,997)</u>
11	Total Operating Expenses	<u>\$318,884,127</u>	<u>\$25,894,657</u>	<u>\$344,778,784</u>
12	Net Electric Operating Income (Lns 3-11)	\$27,172,626	\$38,901,582	\$66,074,208
13	AFUDC Offset Adjustment	<u>\$1,234,029</u>	<u>\$0</u>	<u>\$1,234,029</u>
14	Net Electric Operating Income - Adjusted	<u>\$28,406,655</u>	<u>\$38,901,582</u>	<u>\$67,308,237</u>
15	Total Rate Base			\$858,443,760
16	Rate of Return			7.84%
17	Capitalization			\$853,082,950
18	Rate of Return			7.89%
19	Proposed Increase Percentage			19.21%

Kentucky Power Company
Revenue Requirement
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 2

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Capitalization (Per Sch 3, Ln 7, Col 12)	\$853,082,950
2	Rate of Return (WP S-2, Pg 1, Ln 5, Col 6)	<u>7.89%</u>
3	Required Net Electric Operating Income (Ln 1 x Ln 2)	\$67,308,245
4	Test Year Net Electric Operating Income (Per Sch 4, Ln 14, Col 5)	<u>\$28,406,655</u>
5	Net Electric Operating Income Change (Ln 3 - Ln 4)	\$38,901,590
6	Gross Revenue Conversion Factor (Per WP S-2, Pg 2, Ln 8)	<u>1.6656</u>
7	Change in Revenue Requirement (Ln 5 x Ln 6) Increase / (Decrease)	<u><u>\$64,796,239</u></u>

**Kentucky Power Company
Cost of Capital
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-2
Page 1 of 3**

Ln No (1)	<u>Description</u> (2)	Reapportioned Kentucky Jurisdictional <u>Capital</u> ^{1/} (3)	Percent of <u>Total</u> (4)	Annual Cost Percentage <u>Rate</u> (5)	Weighted Average Cost <u>Percent</u> (6)=(4)x(5)
1	Long Term Debt	\$482,392,123	56.55%	5.70% ^{2/}	3.22%
2	Short Term Debt	\$3,340,763	0.39%	3.34% ^{3/}	0.01%
3	Accts Receivable Financing ^{4/}	\$30,052,250	3.52%	2.99% ^{5/}	0.11%
4	Common Equity	<u>\$337,297,815</u>	<u>39.54%</u>	11.50% ^{6/}	<u>4.55%</u>
5	Total	<u>\$853,082,950</u>	<u>100.00%</u>		<u>7.89%</u>

^{1/} Schedule 3, Col. 12, Lns. 1, 2 & 3

^{2/} Per Workpaper S-3, Pg. 1, Col. 12

^{3/} Per Workpaper S-3, Pg. 2, Ln 17

^{4/} Per Commission Order March 31, 2003 Case No 2002-00169

^{5/} 13 Month Average Cost of Accounts Receivable Financing

^{6/} Per Recommendation of Paul R Moul

**Kentucky Power Company
 Computation of the Gross Revenue
 Conversion Factor
 Test Year Twelve Months Ended 6/30/2005**

**Section V
 Workpaper S-2
 Page 2 of 3**

Ln No (1)	<u>Description</u> (2)	<u>Percent of Incremental Gross Revenues</u> (3)
1	Operating Revenues	100.00%
2	Less: Uncollectable Accounts Expense ^{1/}	0.47%
3	Income Before Income Taxes	99.53%
4	Less: State Income Taxes (Ln 3 x 7.20%) ^{2/}	7.16%
5	Income Before Federal Income Taxes	92.36%
6	Less: Federal Income Taxes (Ln 5 x 35%)	32.33%
7	Operating Income Percentage	60.04%
8	Gross Revenue Conversion Factor (100% / Ln 7)	1.6656

^{1/} Per Workpaper S-2, Page 3, Col 5, Line 5

^{2/} State Income Tax Effective Rate Calculations

State Income Tax Rate - Ky	7.00%	
Apportionment Factor	100.00%	
Effective Kentucky State Income Tax Rate		7.00%
State Income Tax Rate - WVA	9.00%	
Apportionment Factor	0.47%	
Effective West Virginia State Income Tax Rate		0.04%
State Income Tax Rate - OH	8.50%	
Apportionment Factor	7.59%	
Phase-Out Factor	24.00%	
Effective Ohio State Income Tax Rate		0.15%
Total Effective State Income Tax Rate		7.20%

Kentucky Power Company
Computation of Factor to be Applied to Additional
Revenues Generated by Rate Increase, in
Determination of Uncollectible Accounts
Adjustment to be Added to O&M Expense
Test Year Twelve Months Ended 6/30/2005

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Workpaper S-2
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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>PSC of KY. Jurisdiction</u>		<u>Percent of</u> <u>Elect. Revenues</u> (5)
		<u>Electric</u> <u>Revenues</u> (3)	<u>Accounts-Net</u> <u>Charged Off</u> (4)	
1	12 Months Ended 6/30/2003	\$284,001,565	\$1,675,722	0.59%
2	12 Months Ended 6/30/2004	\$295,830,716	\$1,439,263	0.49%
3	12 Months Ended 6/30/2005	<u>\$328,104,695</u>	<u>\$1,177,282</u>	<u>0.36%</u>
4	Total	<u>\$907,936,976</u>	<u>\$4,292,267</u>	<u>1.44%</u>
5	Three Year Average	<u><u>\$302,645,659</u></u>	<u><u>\$1,430,756</u></u>	<u><u>0.47%</u></u>

Section V
Schedule 3

Kentucky Power Company
Capitalization
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	Per Book Balance (3)	Big Sandy Coal Stock Adjustment (4)	KPCo's Equity Pension Adjustment (5)	Reliability Capital Adjustment (6)	FRECO A/C 124 Property (7)	Cars Site (8)	Non-Utility Property (9)	Sub-Total (10)	Kentucky Jurisdiction GP-TOI (11)	Reapportioned Kentucky Jurisdictional (12)
1	Long Term Debt	\$487,716,122	\$0	\$0	\$3,181,718	(\$2,638,456)	(\$3,892,927)	(\$572,237)	\$483,794,220	\$478,956,278	\$482,392,123
2	Short Term Debt	\$0	\$3,592,837	\$0	\$196,622	(\$163,050)	(\$240,573)	(\$35,363)	\$3,350,473	\$3,316,968	\$3,340,763
3	Acct Receivable Financing	\$30,139,598	\$0	\$0	\$0	\$0	\$0	\$0	\$30,139,598	\$29,838,202	\$30,052,250
4	Common Equity	\$331,354,481	\$0	\$9,588,250	\$2,161,660	(\$1,792,568)	(\$2,644,856)	(\$388,778)	\$338,278,189	\$334,895,407	\$337,297,815
5	Sub - Total	\$849,210,201	\$3,592,837	\$9,588,250	\$5,540,000	(\$4,594,074)	(\$6,778,356)	(\$996,378)	\$855,562,480	\$847,006,855	\$853,082,950
6	Job Development Tax Credit	\$6,137,470	\$0	\$0	\$0	\$0	\$0	\$0	\$6,137,470	\$6,076,095	\$0
7	Total	\$855,347,671	\$3,592,837	\$9,588,250	\$5,540,000	(\$4,594,074)	(\$6,778,355)	(\$996,378)	\$861,699,950	\$853,082,950	\$853,082,950

8 Allocation Factor (GP-TOT) 0.990

Kentucky Power Company
 Long-Term Debt
 Test Year Twelve Months Ended 6/30/2005
 (\$000)

Ln	Description (1) (2)	Interest Rate (%) (3)	Date of Offering (4)	Date of Maturity (5)	Principal Amount Outstanding (6)	Original Principal Amount (7)	Total Original Discount (Prem) & Expense ^{1/} (8)	Net Proceeds on Principal Amt. Based on Original Disc. (Prem) & Exp (9)	Cost of Debt Based on Principal Amount Outstanding (10)	Annual Cost of Debt Based on Carrying Value (11)	Average Cost of Debt (12)	Name of Issuer (13)
1	Global Note Payable to Parent Company (AEP)	6.501%	05/05/2004	05/15/2006	\$40,000	\$60,000	\$0	\$60,000	6.500%	\$2,600		KPCo
2	Global Note Payable to Parent Company (AEP)	5.250%	02/05/2004	06/01/2015	\$20,000	\$20,000	\$0	\$20,000	5.249%	\$1,050		KPCo
3	Senior Unsecured Notes - Series B	4.315%	11/12/2002	11/12/2007	\$80,400	\$80,400	\$1,393	\$79,007	4.708%	\$3,785		KPCo
4	Senior Unsecured Notes - Series C	4.368%	12/23/2002	12/12/2007	\$69,564	\$69,564	\$1,975	\$67,589	5.020%	\$3,492		KPCo
5	Senior Unsecured Notes - Series A	5.500%	06/28/2002	07/01/2007	\$124,973	\$125,000	\$1,255	\$123,745	5.733%	\$7,165		KPCo
6	Senior Unsecured Notes - Series D	5.625%	06/13/2003	12/01/2032	\$75,000	\$75,000	\$2,383	\$72,617	5.852%	\$4,389		KPCo
7	Senior Unsecured Notes - Series A	6.450%	11/10/1998	11/10/2008	\$30,000	\$30,000	\$239	\$29,761	6.560%	\$1,968		KPCo
8	Senior Unsecured Notes	6.910%	10/01/1997	10/01/2007	\$48,000	\$48,000	\$363	\$47,637	7.017%	\$3,368		KPCo
9	Sub-Total											
10	Total Long Term Debt				\$487,937	\$507,964	\$7,608	\$500,356		\$27,817		
11	Other Long Term Debt				\$0	\$0	\$0	\$0		\$0		
12	Sub-total				\$487,937	\$507,964	\$7,608	\$500,356		\$27,817		
13	Total Kentucky Power				\$487,937	\$507,964	\$7,608	\$500,356		\$27,817	5.70%	

^{1/} Includes Commissions and All Other Issuance Expenses

**Kentucky Power Company
Schedule of Short Term Debt
Test Year Twelve Months Ended 6/30/2005**

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Ln <u>No</u> (1)	Month / <u>Year</u> (2)	Notes Payable Outstanding at <u>End of Month</u> (3)
1	June '04	\$0
2	Jul '04	\$0
3	Aug '04	\$0
4	Sep '04	\$0
5	Oct '04	\$0
6	Nov '04	\$0
7	Dec '05	\$0
8	Jan '05	\$0
9	Feb '05	\$0
10	Mar '05	\$0
11	Apr '05	\$0
12	May '05	\$0
13	Jun '05	\$0
14	Total	\$0
15	Average Borrowings Outstanding During the Period	\$0
16	Interest Expense for the Twelve Months Ended 6/30/2005	\$0
17	The Borrowing Rate of the AEP Money Pool as of June 30, 2005	3.34%

**Kentucky Power Company
Coal Stock Adjustment - Big Sandy Plant
Test Year Twelve Months Ended 6/30/2005**

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Workpaper S-3
Page 3 of 3**

Ln No (1)	<u>Description</u> (2)	<u>Tons</u> (3)	<u>Cost / Ton</u> (4)	<u>Total Dollar Amount</u> (5)
1	Balance End of Test Year	207,146	\$49.32	\$10,216,763
2	Daily Burn Rate	8,000		
3	Days Supply on Hand (Ln 1 / Ln 2)	26		
4	Target Days Supply	35		
5	Fuel Stock Level (Ln 2 x Ln 4)	<u>280,000</u>	\$49.32	<u>\$13,809,600</u>
6	Adjustment to Test Year End - Coal Stock	<u>72,854</u>		\$3,592,837
7	Allocation Factor - PDAF			<u>0.986</u>
8	KPSC Jurisdictional Amount (Ln 6 X Ln 7)			<u>\$3,542,537</u>

**Kentucky Power Company
Adjustment Summary
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 4
Page 1**

Ln No (1)	<u>Description</u> (2)	Base Case PSC <u>Jurisdiction</u> (3)	Rate Case <u>Adjustments</u> (4)	Adjusted PSC <u>Jurisdiction</u> (5)
	<u>Operating Revenues</u>			
1	Sales of Electricity	\$336,751,863	\$591,825	\$337,343,688
2	Other Operating Revenues	\$12,983,134	(\$4,270,069)	\$8,713,065
3	Total Operating Revenues	<u>\$349,734,997</u>	<u>(\$3,678,244)</u>	<u>\$346,056,753</u>
	<u>Operating Expenses</u>			
4	Operation & Maintenance	\$235,489,125	\$31,506,995	\$266,996,120
5	Depreciation	\$44,043,880	\$3,654,912	\$47,698,792
6	Taxes Other Than Income Taxes	\$8,937,315	\$260,696	\$9,198,011
7	State Income Tax	\$1,030,001	(\$2,378,229)	(\$1,348,228)
	Federal Income Tax:			
8	Current	\$4,668,094	(\$10,733,225)	(\$6,065,131)
9	Deferred	\$4,900,291	(\$1,338,731)	\$3,561,560
10	ITC Adjustment	(\$1,156,997)	\$0	(\$1,156,997)
11	Total Operating Expenses	<u>\$297,911,709</u>	<u>\$20,972,418</u>	<u>\$318,884,127</u>
12	Net Electric Operating Income (Lns 3-11)	\$51,823,288	(\$24,650,662)	\$27,172,626
13	AFUDC Offset Adjustment	\$608,522	\$625,507	\$1,234,029
14	Net Electric Operating Income - Adjusted	<u>\$52,431,810</u>	<u>(\$24,025,155)</u>	<u>\$28,406,655</u>
	<u>Rate Base</u>			
15	Electric Plant in Service - Gross	\$1,331,453,536	\$5,484,600	\$1,336,938,136
16	Accum. Prov. For Depreciation	\$432,998,450	\$0	\$432,998,450
17	Electric Plant in Service - Net	\$898,455,086	\$5,484,600	\$903,939,686
18	Plant Held for Future Use	\$83,282	\$0	\$83,282
19	Prepayments	\$655,315	\$4,083,831	\$4,739,146
20	Material & Supplies	\$16,502,178	\$3,542,537	\$20,044,715
21	Cash Working Capital	\$45,120,342	\$3,938,375	\$49,058,717
22	Construction Work in Progress	\$19,159,718	\$0	\$19,159,718
	<u>Less:</u>			
23	Customer Advance & Deposits	\$10,598,069	\$0	\$10,598,069
24	Accumulated Deferred Income Taxes	\$127,983,435	\$0	\$127,983,435
25	Total Rate Base	<u>\$841,394,417</u>	<u>\$17,049,343</u>	<u>\$858,443,760</u>

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	Total Adjustments								Grand Total (10)
		Page 3 (3)	Page 4 (4)	Page 5 (5)	Page 6 (6)	Page 7 (7)	Page 8 (8)	Page 9 (9)		
Operating Revenues										
1	Sales of Electricity	\$1,561,075	\$0	\$0	(\$969,250)	\$0	\$0	\$0	\$591,825	\$0
2	Other Operating Revenues	\$0	\$0	\$983,167	\$0	\$4,061,604	(\$9,314,840)	\$0	(\$4,270,069)	\$0
3	Total Operating Revenues	\$1,561,075	\$0	\$983,167	(\$969,250)	\$4,061,604	(\$9,314,840)	\$0	(\$3,678,244)	\$0
Operating Expenses										
4	Operation & Maintenance	\$8,689,044	\$1,699,079	\$632,477	\$2,546,052	\$15,172,169	\$1,472,277	\$1,295,897	\$31,506,995	\$0
5	Depreciation	\$3,654,912	\$0	\$0	\$0	\$0	\$0	\$0	\$3,654,912	\$0
6	Taxes Other Than Income Taxes	\$230,020	\$30,676	\$0	\$0	\$0	\$0	\$0	\$260,696	\$0
7	State Income Tax	(\$529,556)	(\$124,492)	\$113,160	(\$168,093)	(\$799,630)	(\$776,352)	(\$93,266)	(\$2,378,229)	\$0
8	Federal Income Tax:									
9	Current	(\$2,389,951)	(\$561,843)	\$510,707	(\$758,622)	(\$3,608,828)	(\$3,503,767)	(\$420,921)	(\$10,733,225)	\$0
10	Deferred	(\$1,006,850)	\$0	\$81,020	(\$412,901)	\$0	\$0	\$0	(\$1,338,731)	\$0
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$8,647,619	\$1,043,420	\$1,337,364	\$1,206,436	\$10,763,711	(\$2,807,842)	\$781,710	\$20,972,418	\$0
12	Net Electric Operating Income (Lns 3-11)	(\$7,086,544)	(\$1,043,420)	(\$354,197)	(\$2,175,686)	(\$6,702,107)	(\$6,506,998)	(\$781,710)	(\$24,650,662)	\$0
13	AFUDC Offset Adjustment	\$0	\$0	\$625,507	\$0	\$0	\$0	\$0	\$625,507	\$0
14	Net Electric Operating Income - Adjusted	(\$7,086,544)	(\$1,043,420)	\$271,310	(\$2,175,686)	(\$6,702,107)	(\$6,506,998)	(\$781,710)	(\$24,025,155)	\$0
Rate Base										
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$5,484,600	\$0	\$0	\$5,484,600	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$5,484,600	\$0	\$0	\$5,484,600	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$4,083,831	\$0	\$4,083,831	\$0
22	Cash Working Capital	\$1,086,131	\$212,385	\$79,060	\$318,257	\$1,896,521	\$184,034	\$161,987	\$3,542,537	\$0
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,938,375	\$0
24	Less:									
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$1,086,131	\$212,385	\$79,060	\$3,860,794	\$7,381,121	\$4,267,865	\$161,987	\$17,049,343	\$0

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	Annualization Postage Increase (1)	Annualization Emp. Related Expense (2 - 6)	Annualization of Property Taxes (7)	Annualized Depreciation Expense (8)	Net Merger Savings Adjustment (9)	Adjust State Issues Revenues (10)	Page Subtotal
Operating Revenues								
1	Sales of Electricity	\$0	\$0	\$0	\$0	\$4,018,275	(\$2,457,200)	\$1,561,075
2	Other Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Total Operating Revenues	\$0	\$0	\$0	\$0	\$4,018,275	(\$2,457,200)	\$1,561,075
Operating Expenses								
4	Operation & Maintenance	\$38,192	\$1,265,852	\$0	\$0	\$7,385,000	\$0	\$8,689,044
5	Depreciation	\$0	\$0	\$0	\$3,654,912	\$0	\$0	\$3,654,912
6	Taxes Other Than Income Taxes	\$0	\$67,660	\$162,360	\$0	\$0	\$0	\$230,020
7	State Income Tax	(\$2,749)	(\$95,973)	(\$11,685)	\$0	(\$242,304)	(\$176,845)	(\$529,556)
8	Federal Income Tax:							
9	Current	(\$12,405)	(\$433,139)	(\$52,736)	\$0	(\$1,093,547)	(\$798,124)	(\$2,389,951)
10	Deferred	\$0	\$0	\$0	(\$1,006,850)	\$0	\$0	(\$1,006,850)
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$23,038	\$804,400	\$97,939	\$2,648,062	\$6,049,149	(\$974,969)	\$8,647,619
12	Net Electric Operating Income (Lns 3-11)	(\$23,038)	(\$804,400)	(\$97,939)	(\$2,648,062)	(\$2,030,874)	(\$1,482,231)	(\$7,086,544)
13	AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Net Electric Operating Income - Adjusted	(\$23,038)	(\$804,400)	(\$97,939)	(\$2,648,062)	(\$2,030,874)	(\$1,482,231)	(\$7,086,544)
Rate Base								
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$4,774	\$158,232	\$0	\$0	\$923,125	\$0	\$1,086,131
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less:								
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$4,774	\$158,232	\$0	\$0	\$923,125	\$0	\$1,086,131

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	Annualized PSC Assessment (11)	KPSC Consultants Expense (12)	Amortization of Rate Case Expense (13)	Annualized Lease Expense (14)	O&M Adjustment Advertising Expense (15)	Storm Damage Adjustment (16)	Page Subtotal
<u>Operating Revenues</u>								
1	Sales of Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Other Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Total Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Operating Expenses</u>								
4	Operation & Maintenance	\$0	\$48,576	\$143,567	\$12,540	(\$30,262)	\$1,524,658	\$1,699,079
5	Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Taxes Other Than Income Taxes	\$30,676	\$0	\$0	\$0	\$0	\$0	\$30,676
7	State Income Tax	(\$2,208)	(\$3,496)	(\$10,333)	(\$903)	\$2,178	(\$109,730)	(\$124,492)
Federal Income Tax:								
8	Current	(\$9,964)	(\$15,778)	(\$46,632)	(\$4,073)	\$9,829	(\$495,225)	(\$561,843)
9	Deferred	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$18,504	\$29,302	\$86,602	\$7,564	(\$18,255)	\$919,703	\$1,043,420
12	Net Electric Operating Income (Lns 3-11)	(\$18,504)	(\$29,302)	(\$86,602)	(\$7,564)	\$18,255	(\$919,703)	(\$1,043,420)
13	AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Net Electric Operating Income - Adjusted	(\$18,504)	(\$29,302)	(\$86,602)	(\$7,564)	\$18,255	(\$919,703)	(\$1,043,420)
<u>Rate Base</u>								
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Construction Work in Progress	\$0	\$6,072	\$17,946	\$1,568	(\$3,783)	\$190,582	\$212,385
Less:								
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$0	\$6,072	\$17,946	\$1,568	(\$3,783)	\$190,582	\$212,385

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	O&M Expense Interest on Cust. Deposit (17)	Adjustment to Temp. Cash Investment (18)	AFUDC Offset Adjustment (19)	Adjustment Interest Synchronization (20)	Adjustment to Misc. Service Charges (21)	Adjustment to CATV Tariff (22)	Page Subtotal
<u>Operating Revenues</u>								
1	Sales of Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Other Operating Revenues	\$0	\$383,436	\$0	\$0	\$455,973	\$143,758	\$983,167
3	Total Operating Revenues	\$0	\$383,436	\$0	\$0	\$455,973	\$143,758	\$983,167
<u>Operating Expenses</u>								
4	Operation & Maintenance	\$632,477	\$0	\$0	\$0	\$0	\$0	\$632,477
5	Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Taxes Other Than Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	State Income Tax	(\$45,520)	\$27,596	\$0	\$87,921	\$32,817	\$10,346	\$113,160
Federal Income Tax:								
8	Current	(\$205,435)	\$124,544	\$0	\$396,799	\$148,105	\$46,694	\$510,707
9	Deferred	\$0	\$0	\$81,020	\$0	\$0	\$0	\$81,020
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$381,522	\$152,140	\$81,020	\$484,720	\$180,922	\$57,040	\$1,337,364
12	Net Electric Operating Income (Lns 3-11)	(\$381,522)	\$231,296	(\$81,020)	(\$484,720)	\$275,051	\$86,718	(\$354,197)
13	AFUDC Offset Adjustment	\$0	\$0	\$625,507	\$0	\$0	\$0	\$625,507
14	Net Electric Operating Income - Adjusted	(\$381,522)	\$231,296	\$544,487	(\$484,720)	\$275,051	\$86,718	\$271,310
<u>Rate Base</u>								
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$79,060	\$0	\$0	\$0	\$0	\$0	\$79,060
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Less:</u>								
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$79,060	\$0	\$0	\$0	\$0	\$0	\$79,060

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Description (2)	Net Line of Credit Fee (23)	Revenue / Customer Annualization (24)	Customer Migration Adjustment (25)	Adjustment to System Sales (26)	Fuel Cost Recovery (27)	Adjustment to Fuel Stock Big Sandy Pft. (28)	Page Subtotal
Operating Revenues								
1	Sales of Electricity	\$0	\$195,124	\$15,344	\$0	(\$1,179,718)	\$0	(\$969,250)
2	Other Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Total Operating Revenues	\$0	\$195,124	\$15,344	\$0	(\$1,179,718)	\$0	(\$969,250)
Operating Expenses								
4	Operation & Maintenance	\$378,305	\$142,148	\$0	\$2,025,599	\$0	\$0	\$2,546,052
5	Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Taxes Other Than Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	State Income Tax	(\$27,227)	\$3,813	\$1,104	(\$145,783)	\$0	\$0	(\$168,093)
Federal Income Tax:								
8	Current	(\$122,877)	\$17,207	\$4,984	(\$657,936)	\$0	\$0	(\$758,622)
9	Deferred	\$0	\$0	\$0	\$0	(\$412,901)	\$0	(\$412,901)
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$228,201	\$163,168	\$6,088	\$1,221,880	(\$412,901)	\$0	\$1,206,436
12	Net Electric Operating Income (Lns 3-11)	(\$228,201)	\$31,956	\$9,256	(\$1,221,880)	(\$766,817)	\$0	(\$2,175,686)
13	AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Net Electric Operating Income - Adjusted	(\$228,201)	\$31,956	\$9,256	(\$1,221,880)	(\$766,817)	\$0	(\$2,175,686)
Rate Base								
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$47,288	\$17,769	\$0	\$253,200	\$0	\$3,542,537	\$3,542,537
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0	\$318,257
Less:								
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$47,288	\$17,769	\$0	\$253,200	\$0	\$3,542,537	\$3,860,794

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln	No	Description	Reliability Adjustment (29)	Adj. AEP Pool Capacity Cost for Changes (30)	Annualization of Vehicle Fuel Cost (31)	Normalization of PJM Revenues (32)	Normalize PJM Network Trans. Revenues (33)	Elimination of FERC Assessment Fee (34)	Page Subtotal
		Operating Revenues							
1		Sales of Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2		Other Operating Revenues	\$0	\$0	\$0	\$2,424,087	\$1,637,517	\$0	\$4,061,604
3		Total Operating Revenues	\$0	\$0	\$0	\$2,424,087	\$1,637,517	\$0	\$4,061,604
		Operating Expenses							
4		Operation & Maintenance	\$6,074,346	\$8,992,705	\$133,181	\$0	\$0	(\$28,063)	\$15,172,169
5		Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6		Taxes Other Than Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7		State Income Tax	(\$437,172)	(\$647,208)	(\$9,585)	\$174,462	\$117,853	\$2,020	(\$799,630)
8		Federal Income Tax:							
9		Current	(\$1,973,011)	(\$2,920,924)	(\$43,259)	\$787,369	\$531,882	\$9,115	(\$3,608,828)
10		Deferred	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10		ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11		Total Operating Expenses	(\$2,410,183) \$3,664,163	(\$3,568,132) \$5,424,573	(\$52,844) \$80,337	\$961,831 \$961,831	\$649,735 \$649,735	\$11,135 (\$16,928)	\$10,763,711
12		Net Electric Operating Income (Lns 3-11)	(\$3,664,163)	(\$5,424,573)	(\$80,337)	\$1,462,256	\$987,782	\$16,928	(\$6,702,107)
13		AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14		Net Electric Operating Income - Adjusted	(\$3,664,163)	(\$5,424,573)	(\$80,337)	\$1,462,256	\$987,782	\$16,928	(\$6,702,107)
		Rate Base							
15		Electric Plant in Service - Gross	\$5,484,600	\$0	\$0	\$0	\$0	\$0	\$5,484,600
16		Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17		Electric Plant in Service - Net	\$5,484,600	\$0	\$0	\$0	\$0	\$0	\$5,484,600
18		Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19		Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20		Prepayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21		Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22		Cash Working Capital	\$759,293	\$1,124,088	\$16,648	\$0	\$0	\$0	\$1,896,521
23		Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	(\$3,508)	\$0
		Less:							
24		Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25		Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26		Total Rate Base	\$6,243,893	\$1,124,088	\$16,648	\$0	\$0	(\$3,508)	\$7,381,121

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln	Description	Normalization of PJM Net Expansion Expenses (35)	Amortization of RTO Formation Costs (36)	Transmission Equalization Adjustment (37)	Big Sandy Plant Maintenance Adjustment (38)	Normalization PJM PTP Trans. Revenues (39)	Prepayment Pension Adjustment (40)	Page Subtotal
	<u>Operating Revenues</u>							
1	Sales of Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Other Operating Revenues	\$0	\$0	\$272,404	\$0	(\$9,587,244)	\$0	(\$9,314,840)
3	Total Operating Revenues	\$0	\$0	\$272,404	\$0	(\$9,587,244)	\$0	(\$9,314,840)
	<u>Operating Expenses</u>							
4	Operation & Maintenance	\$75,402	\$98,001	\$0	\$1,298,874	\$0	\$0	\$1,472,277
5	Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Taxes Other Than Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	State Income Tax	(\$5,427)	(\$7,053)	\$19,605	(\$93,480)	(\$689,997)	\$0	(\$776,352)
	Federal Income Tax:							
8	Current	(\$24,491)	(\$31,832)	\$88,480	(\$421,888)	(\$3,114,036)	\$0	(\$3,503,767)
9	Deferred	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$45,484	\$59,116	\$108,085	\$783,506	(\$3,804,033)	\$0	(\$2,807,842)
12	Net Electric Operating Income (Lns 3-11)	(\$45,484)	(\$59,116)	\$164,319	(\$783,506)	(\$5,783,211)	\$0	(\$6,506,998)
13	AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Net Electric Operating Income - Adjusted	(\$45,484)	(\$59,116)	\$164,319	(\$783,506)	(\$5,783,211)	\$0	(\$6,506,998)
	<u>Rate Base</u>							
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$4,083,831	\$4,083,831
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$9,425	\$12,250	\$0	\$162,359	\$0	\$0	\$184,034
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<u>Less:</u>							
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$9,425	\$12,250	\$0	\$162,359	\$0	\$4,083,831	\$4,267,865

Kentucky Power Company
Rate Case Adjustments
Test Year Twelve Months Ended 6/30/2005

Ln No	Description	Normalization of PJM Admin. Costs					Page Subtotal
(1)	(2)	(41)	0	0	0	0	
<u>Operating Revenues</u>							
1	Sales of Electricity	\$0	\$0	\$0	\$0	\$0	\$0
2	Other Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0
3	Total Operating Revenues	\$0	\$0	\$0	\$0	\$0	\$0
<u>Operating Expenses</u>							
4	Operation & Maintenance	\$1,295,897	\$0	\$0	\$0	\$0	\$1,295,897
5	Depreciation	\$0	\$0	\$0	\$0	\$0	\$0
6	Taxes Other Than Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0
7	State Income Tax	(\$93,266)	\$0	\$0	\$0	\$0	(\$93,266)
Federal Income Tax:							
8	Current	(\$420,921)	\$0	\$0	\$0	\$0	(\$420,921)
9	Deferred	\$0	\$0	\$0	\$0	\$0	\$0
10	ITC Adjustment	\$0	\$0	\$0	\$0	\$0	\$0
11	Total Operating Expenses	\$781,710	\$0	\$0	\$0	\$0	\$781,710
12	Net Electric Operating Income (Lns 3-11)	(\$781,710)	\$0	\$0	\$0	\$0	(\$781,710)
13	AFUDC Offset Adjustment	\$0	\$0	\$0	\$0	\$0	\$0
14	Net Electric Operating Income - Adjusted	(\$781,710)	\$0	\$0	\$0	\$0	(\$781,710)
<u>Rate Base</u>							
15	Electric Plant in Service - Gross	\$0	\$0	\$0	\$0	\$0	\$0
16	Accum. Prov. For Depreciation	\$0	\$0	\$0	\$0	\$0	\$0
17	Electric Plant in Service - Net	\$0	\$0	\$0	\$0	\$0	\$0
18	Plant Held for Future Use	\$0	\$0	\$0	\$0	\$0	\$0
19	Dumont Test Site	\$0	\$0	\$0	\$0	\$0	\$0
20	Prepayments	\$0	\$0	\$0	\$0	\$0	\$0
21	Material & Supplies	\$0	\$0	\$0	\$0	\$0	\$0
22	Cash Working Capital	\$161,987	\$0	\$0	\$0	\$0	\$161,987
23	Construction Work in Progress	\$0	\$0	\$0	\$0	\$0	\$0
<u>Less:</u>							
24	Customer Advance & Deposits	\$0	\$0	\$0	\$0	\$0	\$0
25	Accumulated Deferred Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0
26	Total Rate Base	\$161,987	\$0	\$0	\$0	\$0	\$161,987

**Kentucky Power Company
Adjustment for Postage Rate
Increase Effective January 1, 2006
Test Year Twelve Months Ended 6/30/2005**

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Page 1**

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Number of Bills, Notices and Letters Mailed in Test Year	2,387,000
2	Postage Rate Increase per Mailed Item ^{1/}	<u>\$0.016</u>
3	Adjustment to O&M for Postage Increase	\$38,192
4	Allocation Factor - SPECIFIC	<u>1.000</u>
5	KPSC Jurisdictional Amount (Ln 3 x Ln 4)	<u><u>\$38,192</u></u>

^{1/} Effective Date of Postage Increase is January 1, 2006
Rate of Increase is 5.4%
Current Average Postage rate is \$0.298
Increase Cost is \$0.016

Witness: R. K. Wohnhas

**Kentucky Power Company
Summary of Wage Related Adjustments
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-4
Page 2**

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
	<u>O&M Expenses:</u>	
1	Annualization of Wages & Salary Increase (Pg. 3, Ln 16)	\$903,899
2	Annualization of Employee Benefit Plan Costs (Pg. 4, Ln 22)	\$322,054
3	Annualization of Savings Plan Costs (Pg. 6 Ln 8)	<u>\$39,899</u>
4	Adjustment to KPSC Jurisdictional Wage Related Expenses	<u><u>\$1,265,852</u></u>
	 <u>Taxes Other:</u>	
5	Annualization of FICA Expense (Pg. 5 Ln 16)	<u><u>\$67,660</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Annualization of Wages and Salaries
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-4
Page 3**

Ln No (1)	Month / Year (2)	Monthly Increase Granted (3)	Number Of Month Adjusted (4)	Total Adjustment Required to Annualize Test Year Increases (C 3 X C 4) (5)
1	Jul '04	\$602	0	\$0
2	Aug '04	\$5,505	1	\$5,505
3	Sep '04	\$700	2	\$1,400
4	Oct '04	\$396	3	\$1,188
5	Nov '04	\$439	4	\$1,756
6	Dec '04	\$1,733	5	\$8,665
7	Jan '05	\$106,141	6	\$636,846
8	Feb '05	\$14,564	7	\$101,948
9	Mar '05	\$2,308	8	\$18,464
10	Apr '05	\$32,687	9	\$294,183
11	May '05	\$27,832	10	\$278,320
12	Jun '05	<u>\$0</u>	<u>11</u>	<u>\$0</u>
13	Total Wage and Salary Annualization			\$1,348,275
14	Increase Wages and Salaries Applicable to O&M (Ln 13 x 67.65%)			\$912,108
15	Allocation Factor - OML			<u>0.991</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u><u>\$903,899</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Annualization of Employee Benefit Plan Costs
Test Year Twelve Months Ended 6/30/2005**

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Workpaper S-4
Page 4**

Ln No (1)	<u>Description</u> (2)	<u>Amount</u> (3)	<u>Adjustment</u> (4)
1	Annualization of June 2005 Monthly Medical Plan Costs (\$279,891 x 12)	\$3,358,692	
2	Medical Plan Costs for Twelve Months Ended 6/30/2005	<u>\$3,118,484</u>	
3	Adjustment to Test Year Medical Plan Cost		\$240,208
4	Annualization of June 2005 Life Insurance Cost (\$9,893 x 12)	\$118,716	
5	Life Insurance Cost for Twelve Months Ended 6/30/2005	<u>\$93,378</u>	
6	Adjustment to Test Year Life Insurance Costs		\$25,338
7	Annualization of June 2005 Dental Plan Costs (\$16,831 x 12)	\$201,972	
8	Dental Plan Costs for Twelve Months ended 6/30/2005	<u>\$184,881</u>	
9	Adjustment to Test Year Dental Plan Costs		\$17,091
10	Annualization of June 2005 Retirement Plan Costs (\$125,499 x 12)	\$1,505,988	
11	Retirement Plan Costs for Twelve Months Ended 6/30/2005	<u>\$1,038,398</u>	
12	Adjustment to Test Year Retirement Plan Costs		\$467,590
13	Annualization of June 2005 Long Term Disability Ins Cost (\$16,390 X 12)	\$196,680	
14	LTD Ins Prem Costs for Twelve Months Ended 6/30/2005	<u>\$118,480</u>	
15	Adjustment to Test Year LTD Ins Prem Cost		\$78,200
16	Annualization of June 2005 OPEB Costs (\$183,668 x 12)	\$2,204,016	
17	OPEB Costs for the Twelve Months Ended 6/30/2005	<u>\$2,552,060</u>	
18	Adjustment to Test Year OPEB Cost		<u>(\$348,044)</u>
19	Total Employee Benefit Plan Cost Adjustments (Ln 3 + Ln 6 + Ln 9 + Ln 12 + Ln 15 + Ln 18)		<u>\$480,383</u>
20	Employee Benefit Plan Applicable to O&M (Ln 19 x 67.65%)		\$324,979
21	Allocation Factor - OML		<u>0.991</u>
22	KPSC Jurisdictional Amount (Ln 20 x Ln 21)		<u><u>\$322,054</u></u>

Witness: R. K. Wohnhas

Kentucky Power Company
Annualization of FICA Expense for Test Year Ended 6/30/2005

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Workpaper S-4
Page 5

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
	Rate:	
1	OASDI 6.20%	
2	Medicare 1.45%	
3	Total 7.65%	
	New Subject Base:	
4	OASI \$90,000	
5	Medicare No limit	
6	Annualized Wage and Salary Increase Paid Less Than \$90,000	\$1,312,453
7	June 30, 2005 FICA Rate	7.65%
8	Calculated FICA Tax on Line 6 above	\$100,403
9	Annualized Wage & Salary Increase Paid above \$90,000	\$35,822
10	June 30, 2005 FICA Rate for Wages Paid above \$90,000	1.45%
11	Calculated FICA Tax on Line 9 above	\$519
12	Total Calculated Increase in FICA Tax at June 30, 2005 Rate (Ln 8 + Ln 11)	\$100,922
13	FICA Applicable to O&M	67.65%
14	Adjustment to FICA Expense	\$68,274
15	Allocation Factor - OML	0.991
16	KPSC Jurisdictional Amount (Ln 14 x Ln 15)	\$67,660

Witness: R. K. Wohnhas

**Kentucky Power Company
Annualization of Savings Plan Costs
Test Year Twelve Months Ended 6/30/2005**

**Section V
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Page 6**

<u>Ln No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Base Payroll Test Year Ended 6/30/2005	\$25,146,566
2	Contributions Test Year Ended 6/30/2005	<u>\$1,109,927</u>
3	Percent of Contribution to Payroll (Ln 2 / Ln 1)	4.414%
4	Wage & Salary Annualization (WP S-4, P 3, Ln 13)	<u>\$1,348,275</u>
5	Additional Contributions for Wage & Salary Annualized (Ln 3 x Ln 4)	<u>\$59,513</u>
6	Increase Savings Plan Costs Applicable to O&M (Ln 5 x 67.65 %)	\$40,261
7	Allocation Factor - OML	<u>0.991</u>
8	KPSC Jurisdictional Amount (Ln 6 x Ln 7)	<u><u>\$39,899</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Annualization of Property Taxes
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-4
Page 7**

Ln No (1)	<u>Description</u> (2)	<u>Amount</u> (3)	<u>Adjustment</u> (4)
1	Estimated 2005 Property Taxes on Operating Property Based on December 31, 2004 Assessible Property Value and the Latest Actual Property	\$7,224,392	
2	Less: Estimated Property Tax on Future Plant Site (Carrs Property)	<u>\$46,309</u>	
3	Net Estimated Property Tax Based on December 31, 2004 Assessible Property Value and Latest Actual Property Rates (Ln 1 - Ln 2)		\$7,178,083
4	Property Taxes Charged for the 12 Months Ended 6/30/2005	\$7,058,826	
5	Less: Actual Property Tax on Future Plant Site (Carrs Property)	<u>\$44,743</u>	
6	Net Property Tax Charged Accounts for the 12 Months Ended 6/30/2005 (Ln 4 - Ln 5)		<u>\$7,014,083</u>
7	Adjustment to Property Tax Expense (Ln 3 - Ln 6)		\$164,000
8	Allocation Factor - GP-TOT		<u>0.990</u>
9	KPSC Jurisdictional Amount (Ln 7 x Ln 8)		<u><u>\$162,360</u></u>

Witness: R. K. Wohnhas

Kentucky Power Company
Adjustment/Annualized Depreciation Expense
Test Year Twelve Months Ended 6/30/2005

Section V
Workpaper S-4
Page 8

Ln No (1)	<u>Description</u> (2)	Electric Plant in Service as of <u>June 30, 2005</u> (3)	New Annual Rate (4)	Annualized Depreciation on EPIS as of 6/30/05 <u>(C3 x C4)</u> (5)	Depreciation Expense 12 Months Ended 6/30/05 (6)	Adjusted Depreciation Expense <u>(C5 - C6)</u> (7)
1	Production Steam	\$459,150,369	0.0357	\$16,391,668	\$17,906,864	(\$1,515,196)
2	Transmission	\$385,378,899	0.0271	\$10,443,768	\$6,589,979	\$3,853,789
3	Distribution	\$445,002,421	0.0364	\$16,198,088	\$15,664,085	\$534,003
4	General Plant	<u>\$29,575,208</u>	0.0531	<u>\$1,570,444</u>	<u>\$751,210</u>	<u>\$819,234</u>
5	Total	<u>\$1,319,106,897</u>		<u>\$44,603,968</u>	<u>\$40,912,138</u>	\$3,691,830
6	Allocation Factor - GP-TOT					<u>0.990</u>
7	KPSC Jurisdictional Amount (Ln 5 x Ln 6)					<u>\$3,654,912</u>
8	Deferred Tax					<u>(\$1,006,850)</u>

Witness: J. E. Henderson / E. K. Wagner

Kentucky Power Company
Net Merger Savings Adjustment
Test Year Twelve Months Ended 6/30/2005

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Add Back Customer's Test Year Merger Revenue Credit	<u>\$4,018,275</u>
	Less:	
2	Add Back Year 5's Net Merger Savings ^{1/}	\$7,385,000
3	State Income Tax	(\$242,304)
4	Federal; Income Tax	<u>(\$1,093,547)</u>
5	Net Electric Operating Income	(\$2,030,874)
6	Allocation Factor - SPECIFIC	<u>1.000</u>
7	KPSC Jurisdictional Amount (Ln 2 x Ln 3)	<u><u>(\$2,030,874)</u></u>

^{1/} Pursuant to Commission's June 14, 1999
Order in Case No. 99-149, pg. 4 of Settlement Agreement

Witness: E. K. Wagner

**Kentucky Power Company
Adjustment to Test Year Revenues to Remove
State Issues Settlement Revenues from
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln No</u> (1)	<u>Month / Year</u> (2)	<u>Per Book Revenue</u> (3)	<u>Adjustment</u> (4)
1	July 04	\$0	
2	Aug 04	\$0	
3	Sept 04	\$0	
4	Oct 04	\$0	
5	Nov 04	\$0	
6	Dec 04	\$0	
7	Jan 05	\$310,840	
8	Feb 05	\$468,023	
9	Mar 05	\$505,084	
10	Apr 05	\$373,041	
11	May 05	\$383,871	
12	June 05	<u>\$416,341</u>	
13	Total		<u>\$2,457,200</u>
14	Adjustment to Test Year Revenues to Remove Test Year State Issues Settlement Revenues *		(\$2,457,200)
15	Allocation Factor - SPECIFIC		<u>1.000</u>
16	KPSC Jurisdictional Amount (Ln 14 x Ln 15)		<u>(\$2,457,200)</u>

* Pursuant to Commission's Order Dated
December 14, 2004 in Case No. 2004-00420

Witness: E. K. Wagner

Kentucky Power Company
Annualization of Public Service Commission
Maintenance Assessment to Reflect Assessment for
PSC Fiscal Year July 1, 2005-2006
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	Month / Year (2)	Per Books Accrual (3)	Restatement of Charges To Reflect Monthly Cost To Fiscal Year 7/ 1, 2005 - 2006 (4)	Difference (C3 - C4) (5)
1	July 04	\$42,035	\$44,591	(\$2,556)
2	Aug 04	\$42,035	\$44,591	(\$2,556)
3	Sept 04	\$42,035	\$44,591	(\$2,556)
4	Oct 04	\$42,035	\$44,591	(\$2,556)
5	Nov 04	\$42,035	\$44,591	(\$2,556)
6	Dec 04	\$42,035	\$44,591	(\$2,556)
7	Jan 05	\$42,035	\$44,591	(\$2,556)
8	Feb 05	\$42,035	\$44,591	(\$2,556)
9	Mar 05	\$42,035	\$44,591	(\$2,556)
10	Apr 05	\$42,035	\$44,591	(\$2,556)
11	May 05	\$42,035	\$44,591	(\$2,556)
12	June 05	<u>\$42,030</u>	<u>\$44,590</u>	<u>(\$2,560)</u>
13	Total	<u>\$504,415</u>	<u>\$535,091</u> *	<u>(\$30,676)</u>
14	Adjustment to Test Year Expense to Reflect Change in PSC Assessment			\$30,676
15	Allocation Factor - SPECIFIC			<u>1.000</u>
16	KPSC Jurisdictional Amount (Ln 14 x Ln 15)			<u>\$30,676</u>

* Per Department of Revenue Notice No. 10350079, dated June 14, 2005

Witness: E. K. Wagner

Kentucky Power Company
Recovery of Commission Mandated Consultants Costs
Pursuant to KRS 278.255 (3)
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Total Consultant Cost of 2002 KPSC Management Audit	\$144,811
2	Total Consultant Cost of Assessment of Kentucky's Transmission System Vulnerability to Electrical Disturbances	\$19,937
3	Total Consultant Cost of 161 Kv Transmission Line Estimate	<u>\$40,792</u>
4	Total Consultants Cost (Ln 1 + Ln 2 + Ln 3)	<u>\$205,540</u>
5	Annual Amortization (36 Month Period)	\$68,513
6	Less: Consultants Costs in Test Year	<u>\$19,937</u>
7	Adjustment to Test Year O&M Expense	\$48,576
8	Allocation Factor - SPECIFIC	<u>1.000</u>
9	KPSC Jurisdictional Amount (Ln 7 x Ln 8)	<u><u>\$48,576</u></u>

Witness: E. K. Wagner

Kentucky Power Company
Rate Case Expense Adjustment
Test Year Twelve Months Ended 6/30/2005

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Ln	<u>No</u> <u>Description</u>	<u>Amount</u>
(1)	(2)	(3)
	Estimated Cost:	
1	Legal Expense	\$250,000
2	Other Professional Services	\$85,700
3	Publication of Notices	\$75,000
4	KPCo Overtime Labor and Out-of-Pocket Expenses	\$20,000
5	Total Estimated Cost	<u>\$430,700</u>
6	Annual Amortization (36 month Amort. Period)	\$143,567
7	Less: Rate Case Expense in Test Year	<u>\$0</u>
8	Adjustment to Test Year O&M Expense (Ln 6 - Ln 7)	\$143,567
9	Allocation Factor - SPECIFIC	<u>1.000</u>
10	KPSC Jurisdictional Amount (Ln 8 x Ln 9)	<u><u>\$143,567</u></u>

Witness: E. K. Wagner

**Kentucky Power Company
Annualized Lease Costs
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Annualization of June 2005 Monthly Costs (\$277,873 x 12)	\$3,334,476
2	Lease Expense in the Test Year 6/30/2005	<u>\$3,315,751</u>
3	Adjustment to Test Year Lease Expense (Ln 1 - Ln 2)	<u>\$18,725</u>
4	Adjustment Applicable to O&M (Ln 3 x 67.65%)	\$12,667
5	Allocation Factor - GP-TOT	<u>0.990</u>
6	KPSC Jurisdictional Amount (Ln 4 x Ln 5)	<u><u>\$12,540</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Adjustment to Eliminate Advertising Expense
Pursuant to Commission Regulation 807 KAR 5:016 Section 4 (1)
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Test Year Advertising Expense	<u>\$250,136</u>
2	Total Advertising Expense to Exclude	(\$30,262)
3	Allocation Factor	<u>1.000</u>
4	KPSC Jurisdictional Amount (Ln 2 x Ln 3)	<u><u>(\$30,262)</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Normalization of Storm Damage Expense
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	Twelve Months Ended (2)	Storm Damage Expense Excl. In-House Labor (3)	Constant Dollar Index ^{1/} (4)	Expense in 2005 Dollars (5)
1	June 2003	\$2,949,246	1.02	\$3,022,067
2	June 2004	\$2,751,725	1.00	\$2,751,725
3	June 2005	\$576,808	1.00	<u>\$576,808</u>
4	3-Year Total Storm Damage			<u>\$6,350,600</u>
5	3-year Average (Ln 4 / 3)			\$2,116,867
6	Test Year Storm Damage Expense			<u>\$576,808</u>
7	Adjustment to O&M for Storm Damage Normalization			\$1,540,059
8	Allocation Factor - GP-TOT			<u>0.99</u>
9	KPSC Jurisdictional Amount (Ln 7 x Ln 8)			<u><u>\$1,524,658</u></u>

^{1/} Handy-Whitman Contract Labor Index
Reference E-2 Line 42
2003/Jan 324
2004/Jan 332
2005/Jan 332

Witness: E. Phillips / E. K. Wagner

**Kentucky Power Company
Adjustment to Include in Test Year Operating Expense
the Interest Expense Associated with Customer Deposits
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Customer Deposits at 6/30/2005	\$10,541,285
2	Interest at 6%	<u>\$632,477</u>
3	Adjustment to O&M Expense	\$632,477
4	Allocation Factor - SPECIFIC	<u>1.000</u>
5	KPSC Jurisdictional Amount Ln 3 X Ln 4)	<u><u>\$632,477</u></u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Adjustment to Include Test Year
Interest Income on Temporary Investment
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Earnings on Temporary Cash Investment for Twelve Months Ending June 30, 2005	<u>\$386,918</u>
2	Increase Other Operating Revenues	\$386,918
3	Allocation Factor - OP-REV	<u>0.991</u>
4	KPSC Jurisdictional Amount (Ln 2 x Ln 3)	<u><u>\$383,436</u></u>

Witness: E. K. Wagner

**Kentucky Power Company
Interest Synchronization
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln No</u> (1)	<u>Description</u> (2)	<u>PSC Jurisdictional Amount</u> (3)
1	LTD, per Capitalization (Sch 3, C 12, Ln 1)	\$482,392,123
2	LTD Rate (WP S-2, P 1, C 5, Ln 1)	<u>5.70%</u>
3	Annualized LTD Interest	<u>\$27,496,351</u>
4	STD, per Capitalization (Sch 3, C 12, Ln 2)	\$3,340,763
5	STD Rate (WP S-2, P 1, C 5, Ln 2)	<u>3.34%</u>
6	Annualized STD Interest	<u>\$111,581</u>
7	Total Annualized Interest (Ln 3 + Ln 6)	<u>\$27,607,932</u>
8	Interest per Books Net of ABFUDC	\$29,120,772
9	Percent Retail (GP-TOT)	<u>0.990</u>
10	Retail Interest (Ln 8 x Ln 9)	\$28,829,564
11	Decrease Interest Expense (Ln 7 - Ln 10)	(\$1,221,632)
12	SIT Rate	<u>7.20%</u>
13	SIT Adjustment (Ln 11 x Ln 12)	<u>\$87,921</u>
14	Net Change for FIT (Ln 11 + Ln 13)	(\$1,133,711)
15	FIT Rate	<u>35.00%</u>
16	FIT Adjustment	<u>\$396,799</u>

Witness: R. K. Wohnhas

**Kentucky Power Company
Miscellaneous Service Charges
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Test Year Revenues From Miscellaneous Service Charges	\$164,826
2	Revenue from Miscellaneous Service Charges Adjusted from Increased Rates ^{1/}	<u>\$620,799</u>
3	Increase Other Operating Revenue (Ln 2 - Ln 1)	\$455,973
4	Allocation Factor - SPECIFIC	<u>1.000</u>
5	KPSC Jurisdictional Amount (Ln 3 x Ln 4)	<u><u>\$455,973</u></u>

^{1/} See Exhibit EKW- 7

Witness: E. K. Wagner

Kentucky Power Company
Annualized CATV Tariff Revenues
Test Year Twelve Months Ended 6/30/2005

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Proposed Two User Pole Rate	\$10.63
2	Current Two User Pole Rate	<u>\$4.97</u>
3	Proposed Two-User Rate Increase (Ln 1 - Ln 2)	\$5.66
4	Number of Two Users at June 30, 2005	<u>12,435</u>
5	Two User Increased Revenue (Ln 3 X Ln 5)	<u>\$70,382</u>
6	Proposed Three User Pole Rate	\$6.59
7	Current Three User Pole Rate	<u>\$5.53</u>
8	Proposed Three-User Rate Increase (Ln 6 - Ln 7)	\$1.06
9	Number of Three Users at June 30, 2005	<u>69,223</u>
10	Two User Increased Revenue (Ln 8 X Ln 9)	<u>\$73,376</u>
11	KPSC Jurisdictional Amount (Ln 5 + Ln 10)	<u><u>\$143,758</u></u>

(1) See Exhibit EKW- 10

Witness: E. K. Wagner

**Kentucky Power Company
Net Line of Credit Fee
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Actual Net Line of Credit Fee Recorded for 12 Mos. Ended 6/30/05	\$382,126
2	Allocation Factor - GP-TOT	<u>0.990</u>
3	KPSC Jurisdictional Amount (Ln 1 x Ln 2)	<u><u>\$378,305</u></u>

Witness: E. K. Wagner

**Kentucky Power Company
Revenue Customer Annualization
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Electric Revenues	\$195,124
	<u>Less:</u>	
2	Operation & Maintenance Expense *	\$142,148
3	State Income Tax	\$3,813
4	Federal Income Tax	<u>\$17,207</u>
5	Net Electric Operating Income	\$31,956
6	Allocation Factor - SPECIFIC	<u>1.000</u>
7	KPSC Jurisdictional Amount (Ln 5 x Ln 6)	<u><u>\$31,956</u></u>

* Test Year O&M Expenses were 72.85%
of the test year revenues.

Witness: D. M. Roush

**Kentucky Power Company
Customer Migration Adjustment
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Decription</u> (2)	<u>Amount</u> (3)
1	Annualized Revenue Based on Billing Tariff at 6/30/2005	<u>\$337,148,564</u>
2	Test Year Revenues - Sales of Electricity (Section V, Sch. 5, C6, Ln 1)	\$336,751,863
	Less:	
3	Test Year State Issues Settlement Revenues Test Year Merger Revenue Credit	\$2,457,200 <u>(\$4,018,275)</u>
4	Sub Total	\$338,312,938
5	Over/(Under) Recovery of Fuel Adjustment (Section V, WP S-4, P 27 Ln 8)	<u>(\$1,179,718)</u>
6	Adjusted Test Year Revenues (Ln 4 + Ln 5)	<u>\$337,133,220</u>
7	KPSC Jurisdictional Revenue Adjustment (Ln 1 - Ln 7)	<u><u>\$15,344</u></u>

Witness: D. M. Roush

**Kentucky Power Company
System Sales Adjustment
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	Month (2)	Test Year System Sales Profit Level (3)	Adjustment to Reflect Enviro. Costs Allocated to Sys Sales (4)	Adjusted Test Year System Sales Profit Level (5)	New System Sales Tariff Base (6)	Adjustment to Test Year Level (7) = (6) - (3)
1	July 2004	\$4,068,332	\$605,999	\$3,462,333	\$2,658,364	(\$1,409,968)
2	August 2004	\$2,871,664	\$485,338	\$2,386,326	\$1,660,434	(\$1,211,230)
3	September 2004	\$1,922,864	\$572,105	\$1,350,759	\$1,497,772	(\$425,092)
4	October 2004	\$67,121	\$388,837	-\$321,716	\$950,190	\$883,069
5	November 2004	\$1,000,703	\$0	\$1,000,703	\$1,258,779	\$258,076
6	December 2004	\$1,743,635	\$0	\$1,743,635	\$2,025,256	\$281,621
7	January 2005	\$3,674,868	\$0	\$3,674,868	\$2,661,693	(\$1,013,175)
	February 2005	\$1,840,112	\$0	\$1,840,112	\$2,236,268	\$396,156
9	March 2005	(\$389,264)	\$0	-\$389,264	\$1,732,591	\$2,121,855
10	April 2005	\$3,333,982	\$0	\$3,333,982	\$2,706,860	(\$627,122)
11	May 2005	\$3,622,195	\$0	\$3,622,195	\$2,365,563	(\$1,256,632)
12	June 2005	<u>\$3,151,393</u>	<u>\$0</u>	<u>\$3,151,393</u>	<u>\$3,101,556</u>	<u>(\$49,837)</u>
13	Total	<u>\$26,907,605</u>	<u>\$2,052,279</u>	<u>\$24,855,326</u>	<u>\$24,855,326</u>	<u>(\$2,052,279)</u>
14	Allocation Factor - EAF					<u>0.987</u>
15	KPSC Jurisdictional O&M Adjustment (Ln 13 x Ln 14)					<u>\$2,025,599</u>

Witness : E. K. Wagner

Kentucky Power Company
Over/(Under) Recovery of Fuel
Test Year Twelve Months Ended 6/30/2005

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)
1	Fuel Revenue (Per Exhibit EKW-4, Col 16, Ln 15)	<u>\$113,164,488</u>
2	Fuel Cost per Monthly F. A. C. Filings (Per Exhibit EKW-4, Col 7, Ln 15)	\$116,757,583
3	Deferred Fuel Cost (Per Exhibit EKW-4, Col 8, Ln 15)	<u>(\$4,772,813)</u>
4	Total Fuel Cost (Ln 2 + Ln 3)	<u>\$111,984,770</u>
5	Over/(Under) Recovery of Fuel (Ln 1 - Ln 4)	\$1,179,718
6	Adjustment to Operating Revenue	(\$1,179,718)
7	Allocation Factor - SPECIFIC	<u>1.000</u>
8	KPSC Jurisdictional Amount (Ln 6 x Ln 7)	<u>(\$1,179,718)</u>
9	Deferred Tax	<u>(\$412,901)</u>

Witness: E. K. Wagner

Kentucky Power Company
Coal Stock Adjustment
Big Sandy Plant
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	Description (2)	Tons (3)	Average \$/Ton (4)	Amount (5)
1	Balance End of Test Year	<u>207,146</u>	<u>\$49.32</u>	<u>\$10,216,763</u>
2	Daily Burn Rate	8,000		
3	Days Supply on Hand (Ln1/Ln2)	26		
4	Day Supply Requested	<u>35</u>		
5	Fuel Stock Level (Ln 4 x Ln 2)	<u>280,000</u>	<u>\$49.32</u>	<u>\$13,809,600</u>
6	Adjustment to Test Year End Coal Stock (Ln 5 - Ln 1)	<u><u>72,854</u></u>		<u><u>3,592,837</u></u>
7	Allocation Factor - PDAF			<u>0.986</u>
8	KPSC Jurisdictional Amount (Ln 6 x Ln 7)			<u><u>\$3,542,537</u></u>

Witness: E. K.Wagner

Kentucky Power Company
Reliability Adjustment
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	<u>Description</u> (2)	<u>Annual Expense</u> (3)	<u>Amount</u> (4)
1	Year One O&M Expenditures	\$5,750,000	
2	Year Two O&M Expenditures	\$6,120,000	
3	Year Three O&M Expenditures	<u>\$6,500,000</u>	
4	Total Expenditures	<u><u>\$18,370,000</u></u>	
5	Three Year Average (Ln 4 / 3)		\$6,123,333
6	Allocation Factor - GP - T&D		<u>0.992</u>
7	KPSC Jurisdictional Amount (Ln 5 x Ln 6)		<u><u>\$6,074,346</u></u>
		<u>Expenditure</u>	<u>Average Amount Invested</u>
8	Year One Associated Capital	\$3,600,000	\$1,800,000
9	Year Two Associated Capital	\$3,770,000	\$5,485,000
10	Year Three Associated Capital	<u>\$3,930,000</u>	<u>\$9,335,000</u>
11	Total	<u><u>\$11,300,000</u></u>	<u><u>\$16,620,000</u></u>
12	Three Year Average (Ln 11 / 3)		\$5,540,000
13	Allocation Factor - GP-TOT		<u>0.990</u>
14	KPSC Jurisdictional Amount (Ln 12 X Ln 13)		<u><u>\$5,484,600</u></u>

Witness: E Phillips / E. K. Wagner

Kentucky Power Company
AEP Pool Capacity Adjustment for Known Additions
Test Year Twelve Months Ended 6/30/2005

Ln	Month	Year	Test Year AEP Pool Capacity Cost	Effect of the Addition of CSP's 830 MW Generation Unit	Effect of the Addition of APCo's 481 MW Generation Unit	Net Effect of the Addition of 289 MW of Load to CSP's System	Effect of Removing 250 MW from CSP's Capacity	Annualize Load Changes	Adjusted Test Year AEP Pool Capacity Costs	AEP Pool Capacity Costs Test Year Adjustment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	July	2004	\$1,538,912	\$442,108	\$233,201	(\$21,937)	(\$118,135)	\$1,189,905	\$3,264,054	\$1,725,142
2	August	2004	\$1,459,267	\$414,197	\$216,250	(\$20,244)	(\$109,394)	\$1,145,432	\$3,105,508	\$1,646,241
3	September	2004	\$1,831,044	\$438,137	\$232,251	(\$25,553)	(\$117,822)	\$775,087	\$3,133,144	\$1,302,100
4	October	2004	\$1,857,139	\$441,859	\$234,595	(\$25,924)	(\$119,019)	\$772,411	\$3,161,061	\$1,303,922
5	November	2004	\$1,793,310	\$424,546	\$224,542	(\$24,769)	(\$113,867)	\$750,626	\$3,054,388	\$1,261,078
6	December	2004	\$1,864,356	\$425,591	\$218,676	(\$23,796)	(\$110,502)	\$815,697	\$3,190,022	\$1,325,666
7	January	2005	\$2,484,659	\$462,828	\$250,542	(\$20,589)	(\$127,300)	\$14,153	\$3,064,293	\$579,634
8	February	2005	\$3,034,222	\$480,368	\$263,193	(\$21,171)	(\$133,939)	(\$594,507)	\$3,028,166	(\$6,056)
9	March	2005	\$3,178,613	\$507,372	\$279,203	(\$22,501)	(\$142,174)	(\$626,910)	\$3,173,603	(\$5,010)
10	April	2005	\$3,240,968	\$515,256	\$282,941	(\$22,782)	(\$144,034)	(\$637,156)	\$3,235,193	(\$5,775)
11	May	2005	\$3,249,662	\$524,540	\$290,344	(\$23,458)	(\$147,968)	(\$646,705)	\$3,246,415	(\$3,247)
12	June	2005	\$3,218,782	\$519,284	\$287,357	(\$23,214)	(\$146,441)	(\$640,291)	\$3,215,477	(\$3,305)
13	Total		\$28,750,934	\$5,596,086	\$3,013,095	(\$275,938)	(\$1,530,595)	\$2,317,742	\$37,871,324	\$9,120,390
14	Allocation Factor - PDAF									0.986
15	KPSC Jurisdictional Amount (Ln 13 x Ln 14)									\$8,992,705

Note:

- Column 4 Source: July 2004 through June 2005 Interchange Power Statement
- Column 5 Incremental Effect of adding CSP's 830 MW Generating Unit for the entire test year
- Column 6 Incremental Effect of adding APCo's 481 MW Generating Unit for the entire test year
- Column 7 Incremental Effect of adding 289 MW of load to the CSP's System for the entire test year
- Column 8 Incremental Effect of Removing 250 MW from CSP Member Primary Capacity for the entire year
- Column 9 Incremental Effect of current and Future Load Changes on Member Load Ratio for the entire year (annualized)
- Column 10 The Adjusted Test Year AEP Pool Capacity Charge Reflecting the Interaction of all Changes

Witness: E. K. Wagner

**Kentucky Power Company
Annualization of Vehicle Fuel Costs
Test Year Twelve Months Ended 6/30/2005**

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Amount</u> (3)	<u>Total</u> (4)
1	Vehicle Fuel Cost for June 2005	\$88,488	
2	Number of Months	<u>12</u>	
3	Annualized Vehicle Fuel Cost (Ln 1 X Ln 2)		\$1,061,856
4	Vehicle Fuel Cost Twelve Months ending June 30, 2005		<u>\$862,596</u>
5	Increase Vehicle Fuel Cost (Ln 3 - Ln 4)		<u>\$199,260</u>
6	Increase Vehicle Fuel Cost Applicable to O&M (Ln 4 X 67.65)		\$134,799
7	Allocation Factor - O&M		<u>0.988</u>
8	KPSC Jurisdictional Amount		<u><u>\$133,181</u></u>

Witness: R. K. Wohnhas

Kentucky Power Company
Normalization of Net PJM (Revenues) and Expenses
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	<u>Month / Year</u> (2)	Test Year Actual Amount (3)	Monthly 2006 Forecasted Amount * (4)	Adjustment Required (5)
1	July 2004	\$0	(\$54,551)	(\$54,551)
2	August 2004	\$0	(\$54,551)	(\$54,551)
3	September 2004	\$0	(\$54,551)	(\$54,551)
4	October 2004	\$201,445	(\$54,551)	(\$255,996)
5	November 2004	(\$133,116)	(\$54,551)	\$78,565
6	December 2004	\$793,440	(\$54,551)	(\$847,991)
7	January 2005	\$614,445	(\$54,551)	(\$668,996)
8	February 2005	(\$71,303)	(\$54,551)	\$16,752
9	March 2005	\$451,388	(\$54,551)	(\$505,939)
10	April 2005	\$118,429	(\$54,551)	(\$172,980)
11	May 2005	\$205,097	(\$54,551)	(\$259,648)
12	June 2005	<u>(\$375,931)</u>	<u>(\$54,551)</u>	<u>\$321,380</u>
13	Total	<u>\$1,803,894</u>	<u>(\$654,612)</u>	
14	Total Normalization of Net PJM (Revenues) and Expenses			(\$2,458,506)
15	Allocation Factor PDAF			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u>(\$2,424,087)</u>

* Does Not Include PJM Administrative Costs

Witness: R. W. Bradish

Kentucky Power Company
Normalize PJM Network Transmission Revenues
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	Month / Year (2)	Test Year Amount (3)	Going Forward Normalized Twelve Month Amount (4)	Adjustment Amount (5)
1	July 2004	\$230,202	\$381,011	\$150,809
2	August 2004	\$197,834	\$371,810	\$173,976
3	September 2004	\$220,085	\$358,329	\$138,244
4	October 2004	\$232,977	\$370,273	\$137,296
5	November 2004	\$220,658	\$358,329	\$137,671
6	December 2004	\$239,934	\$370,273	\$130,339
7	January 2005	\$221,995	\$388,536	\$166,541
8	February 2005	\$221,356	\$343,998	\$122,642
9	March 2005	\$242,978	\$380,854	\$137,876
10	April 2005	\$270,947	\$368,569	\$97,622
11	May 2005	\$243,452	\$380,854	\$137,402
12	June 2005	<u>\$238,219</u>	<u>\$368,569</u>	<u>\$130,350</u>
13	Total	<u>\$2,780,637</u>	<u>\$4,441,405</u>	
14	Adj. to Normalize PJM NTS Revenues			\$1,660,768
15	Allocation Factor GP - TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u>\$1,637,517</u>

Witness: D. W. Bethel

**Kentucky Power Company
Elimination of FERC Assessment Fees
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	Month / Year (2)	Test Year Amount (3)	Adjustment Required (4)
1	July 2004	\$20,790	(\$20,790)
2	August 2004	\$3,836	(\$3,836)
3	September 2004	\$3,835	(\$3,835)
4	October 2004	\$0	\$0
5	November 2004	\$0	\$0
6	December 2004	\$0	\$0
7	January 2005	\$0	\$0
8	February 2005	\$0	\$0
9	March 2005	\$0	\$0
10	April 2005	\$0	\$0
11	May 2005	\$0	\$0
12	June 2005	\$0	\$0
13	Total	<u>\$28,461</u>	
14	Adj. Required to Remove FERC Fees from Test Year		(\$28,461)
15	Allocation Factor GP - TRANS		<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)		<u>(\$28,063)</u>

Witness: E. K. Wagner

**Kentucky Power Company
Adjustment to Reflect Normalization of
PJM Net Expansion Expenses
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	<u>Month / Year</u> (2)	Amortization of PJM Integration Test Year <u>Amount</u> (3)	Going Forward Monthly Normalized <u>Amount</u> (4)	Adjustment <u>Required</u> (5)=(Col 4 - 3)
1	July 2004	\$0	\$12,761	\$12,761
2	August 2004	\$0	\$12,793	\$12,793
3	September 2004	\$0	\$13,242	\$13,242
4	October 2004	\$0	\$13,601	\$13,601
5	November 2004	\$0	\$13,735	\$13,735
6	December 2004	\$0	\$13,924	\$13,924
7	January 2005	\$14,161	\$13,695	(\$466)
8	February 2005	\$14,161	\$13,649	(\$512)
9	March 2005	\$14,173	\$13,719	(\$454)
10	April 2005	\$14,173	\$13,605	(\$568)
11	May 2005	\$14,173	\$13,553	(\$620)
12	June 2005	<u>\$14,173</u>	<u>\$13,210</u>	<u>(\$963)</u>
13	Total	<u>\$85,014</u>	<u>\$161,487</u>	<u>\$76,473</u>
14	Adj. To Reflect Normalization of PJM Net Expansion Exp. in Test Year			\$76,473
15	Allocation Factor GP - TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u>\$75,402</u>

Witness: D. W. Bethel

**Kentucky Power Company
Adjustment to Reflect RTO Formation Costs
Over a Fifteen Year Period
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	<u>Month / Year</u> (2)	<u>Test Year Amount</u> (3)	<u>Monthly Amortization Amount</u> (4)	<u>Adjustment Required</u> (5)
1	July 2004	\$0	\$12,761	\$12,761
2	August 2004	\$0	\$12,793	\$12,793
3	September 2004	\$0	\$13,242	\$13,242
4	October 2004	\$0	\$13,601	\$13,601
5	November 2004	\$0	\$13,735	\$13,735
6	December 2004	\$0	\$13,924	\$13,924
7	January 2005	\$10,456	\$13,695	\$3,239
8	February 2005	\$10,259	\$13,649	\$3,390
9	March 2005	\$10,260	\$13,719	\$3,459
10	April 2005	\$10,261	\$13,605	\$3,344
11	May 2005	\$10,261	\$13,553	\$3,292
12	June 2005	<u>\$10,597</u>	<u>\$13,210</u>	<u>\$2,613</u>
13	Total	<u>\$62,094</u>	<u>\$161,487</u>	<u>\$99,393</u>
14	Adj. Req. to Reflect Amort. RTO Formation Costs in Test Year			\$99,393
15	Allocation Factor GP - TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u>\$98,001</u>

Witness: D. W. Bethel

Kentucky Power Company
Transmission Equalization Revenue Adjustment
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	Month / Year (2)	Transmission Equalization Revenue Amount (3)	Adjusted Transmission Equalization Revenue Amount (4)	Adjustment Required (5)
1	July 2004	\$535,374	\$383,218	(\$152,156)
2	August 2004	\$535,374	\$383,218	(\$152,156)
3	September 2004	\$467,895	\$383,218	(\$84,677)
4	October 2004	\$465,887	\$383,218	(\$82,669)
5	November 2004	\$465,887	\$383,218	(\$82,669)
6	December 2004	\$465,887	\$383,218	(\$82,669)
7	January 2005	\$333,010	\$383,218	\$50,208
8	February 2005	\$210,490	\$383,218	\$172,728
9	March 2005	\$210,635	\$383,218	\$172,583
10	April 2005	\$210,635	\$383,218	\$172,583
11	May 2005	\$210,635	\$383,218	\$172,583
12	June 2005	<u>\$210,635</u>	<u>\$383,218</u>	<u>\$172,583</u>
13	Total	<u><u>\$4,322,344</u></u>	<u><u>\$4,598,616</u></u>	<u><u>\$276,272</u></u>
14	Adj. Req. to Transmission Equalization Revenues Reflect MLR Change			\$276,272
15	Allocation Factor GP - TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u><u>\$272,404</u></u>

Witness: E. K. Wagner

**Kentucky Power Company
Big Sandy Plant Maintenance Normalization
Test Year Twelve Months Ended 6/30/2005**

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Ln No (1)	Twelve Month Steam Power Maintenance Expense (2)	Expense Amount (3)	Constant Dollar Index 1/ (4)	Expense in 2005 Dollars (5)
1	June 30, 2005	\$12,392,698	1.000	\$12,392,698
2	June 30, 2004	\$11,187,582	1.000	\$11,187,582
3	June 30, 2003	\$17,222,534	1.019	<u>\$17,549,762</u>
4	3 - Year Total			<u>\$41,130,042</u>
5	Three Year Average (Ln 4 / 3)			\$13,710,014
6	Test Year Steam Power Maintenance Expense			<u>\$12,392,698</u>
7	Adjustment to Test Year Steam Power Maintenance Expense			\$1,317,316
8	Allocation Factor - PDAF			<u>0.986</u>
9	KPSC Jurisdictional Amount (Ln 7 X Ln 8)			<u><u>\$1,298,874</u></u>

^{1/} Handy-Whitman Total Steam Production Plant
Reference E-2 Line 6
2005/Jan 420
2004/Jan 420
2003/Jan 412

Witness: E. K. Wagner

Kentucky Power Company
Normalization of PJM Point-to-Point Transmission Revenues
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	Month / Year (2)	Test Year Amount (3)	Monthly 2006 Forecast Amount (4)	Adjustment Amount (Col 4 - 3) (5)
1	July 2004	\$772,048	\$49,156	(\$722,892)
2	August 2004	\$748,065	\$38,840	(\$709,225)
3	September 2004	\$594,551	\$37,109	(\$557,442)
4	October 2004	\$478,327	\$33,068	(\$445,259)
5	November 2004	\$361,378	\$35,970	(\$325,408)
6	December 2004	\$1,051,751	\$32,565	(\$1,019,186)
7	January 2005	\$1,086,668	\$51,292	(\$1,035,376)
8	February 2005	\$871,050	\$33,495	(\$837,555)
9	March 2005	\$977,031	\$36,998	(\$940,033)
10	April 2005	\$1,068,716	\$34,013	(\$1,034,703)
11	May 2005	\$1,177,662	\$38,170	(\$1,139,492)
12	June 2005	<u>\$996,585</u>	<u>\$39,785</u>	<u>(\$956,800)</u>
13	Total	<u>\$10,183,832</u>	<u>\$460,461</u>	
14	Adj. to Normalize PJM PTP Revenues			(\$9,723,371)
15	Allocation Factor - GP - TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u>(\$9,587,244)</u>

Witness: D. W. Bethel

Kentucky Power Company
Prepayment of Pension Funding in Excess of O & M Expense
Test Year Twelve Months Ended 6/30/2005

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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Expense</u> <u>Amount</u> (3)
1	March 2005 Contribution	\$3,045,764
2	June 2005 Contribution	<u>\$3,045,764</u>
3	Total Contribution	<u>\$6,091,528</u>
4	Pension Funding Applicable to O&M (Ln 3 X 67.65%)	\$4,120,919
5	Allocation Factor - OML	<u>0.991</u>
6	KPSC Jurisdictional Amount (Ln 4 X Ln 5)	<u><u>\$4,083,831</u></u>

Witness: E. K. Wagner

**Kentucky Power Company
Normalization of PJM Administrative Charges
Test Year Twelve Months Ended 6/30/2005**

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WorkpaperS-4
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Ln No (1)	Month / Year (2)	Test Year Amount (3)	2006 Monthly Forecast Amount (4)	Required Adjustment (5)
1	July 2004	\$0	\$294,154	\$294,154
2	August 2004	\$0	\$294,154	\$294,154
3	September 2004	\$0	\$294,154	\$294,154
4	October 2004	\$225,924	\$294,154	\$68,230
5	November 2004	\$230,904	\$294,154	\$63,250
6	December 2004	\$243,851	\$294,154	\$50,303
7	January 2005	\$260,773	\$294,154	\$33,381
8	February 2005	\$252,236	\$294,154	\$41,918
9	March 2005	\$311,050	\$294,154	(\$16,896)
10	April 2005	\$234,611	\$294,154	\$59,543
11	May 2005	\$228,439	\$294,154	\$65,715
12	June 2005	<u>\$227,763</u>	<u>\$294,154</u>	<u>\$66,391</u>
13	Total	<u><u>\$2,215,551</u></u>	<u><u>\$3,529,848</u></u>	
14	Adj. Required to Normalize Test Year PJM Charges			\$1,314,297
15	Allocation Factor GP-TRANS			<u>0.986</u>
16	KPSC Jurisdictional Amount (Ln 14 X Ln 15)			<u><u>\$1,295,897</u></u>

Witness: R. W. Bradish

Kentucky Power Company
Base Case Summary
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 5

Ln No (1)	Description (2)	Total Company Per Books (3)	Eliminations/ Adjustments (4)	Electric Utility (5)	Kentucky P.S.C. Jurisdiction (6)	Schedule Reference (7)
<u>Operating Revenues</u>						
1	Sales of Electricity	\$453,714,323	(\$113,745,108)	\$339,969,215	\$336,751,863	WP S-6 P3
2	Other Operating Revenues	\$24,395,038	(\$11,332,321)	\$13,062,717	\$12,983,134	WP S-6 P1
3	Total Operating Revenues	<u>\$478,109,361</u>	<u>(\$125,077,429)</u>	<u>\$353,031,932</u>	<u>\$349,734,997</u>	Sch 6
<u>Operating Expenses</u>						
4	Operation & Maintenance	\$365,416,246	(\$127,146,896)	\$238,269,350	\$235,489,125	Sch 7
5	Depreciation	\$44,459,757	\$0	\$44,459,757	\$44,043,880	Sch 8
6	Taxes Other Than Income Tax	\$9,065,939	(\$44,743)	\$9,021,196	\$8,937,315	Sch 9
7	Gain From Disposition of Utility Plant	(\$1,190)	\$1,190	\$0	\$0	SPECIFIC
8	Factored Cust A/R Expense	\$1,087,761	(\$1,087,761)	\$0	\$0	SPECIFIC
9	Factored Cust A/R Bad Debts	\$1,625,430	(\$1,625,430)	\$0	\$0	SPECIFIC
10	State Income Tax	(\$539,882)	\$1,536,828	\$996,946	\$1,030,001	Sch 10
	Federal Income Tax					
11	Current	(\$4,344,492)	\$8,873,153	\$4,528,661	\$4,668,094	Sch 10
12	Deferred	\$11,845,697	(\$6,895,884)	\$4,949,813	\$4,900,291	Sch 10
13	ITC Adjustment	(\$1,232,876)	\$64,192	(\$1,168,684)	(\$1,156,997)	Sch 10
14	Total Operating Expenses	<u>\$427,382,390</u>	<u>(\$126,325,351)</u>	<u>\$301,057,039</u>	<u>\$297,911,709</u>	
15	Net Electric Operating Income (Lns. 3 - 14)	\$50,726,971	\$1,247,922	\$51,974,893	\$51,823,288	
16	AFUDC Offset Adjustment	\$615,862	\$0	\$615,862	\$608,522	Sch 16
17	Net Electric Operating Income - Adjusted	<u>\$51,342,833</u>	<u>\$1,247,922</u>	<u>\$52,590,755</u>	<u>\$52,431,810</u>	
<u>Rate Base</u>						
18	Electric Plant in Service - Gross	\$1,353,341,211	(\$8,658,419)	\$1,344,682,792	\$1,331,453,536	Sch 11
19	Accum. Prov. for Depreciation	\$443,489,466	(\$5,995,664)	\$437,493,802	\$432,998,450	Sch 12
20	Electric Plant In Service - Net	\$909,851,745	(\$2,662,755)	\$907,188,990	\$898,455,086	Sch 13
21	Plant Held for Future Use	\$6,862,819	(\$6,778,355)	\$84,464	\$83,282	Sch 14
22	Prepayments	\$661,934	\$0	\$661,934	\$655,315	Sch 15
23	Materials & Supplies	\$16,720,225	\$0	\$16,720,225	\$16,502,178	Sch 15
24	Cash Working Capital	\$45,677,031	\$0	\$45,677,031	\$45,120,342	Sch 15
25	Construction Work in Progress	\$19,336,201	\$0	\$19,336,201	\$19,159,718	Sch 16
<u>Less:</u>						
26	Customer Advances & Deposits	\$10,598,069	\$0	\$10,598,069	\$10,598,069	Sch 17
27	Accumulated Deferred Income Taxes	\$129,276,197	\$0	\$129,276,197	\$127,983,435	Sch 17
28	Total Rate Base	<u>\$859,235,689</u>	<u>(\$9,441,110)</u>	<u>\$849,794,579</u>	<u>\$841,394,417</u>	

**Kentucky Power Company
Electric Operating Revenues
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 6**

Ln No (1)	<u>Description</u> (2)	<u>Total Electric Utility</u> (3)	<u>Kentucky P. S. C. Jurisdiction</u> (4)	<u>Percent Retail</u> (5)	<u>Allocation Factor</u> (6)
1	Sales of Electricity	<u>\$339,969,215</u>	<u>\$336,751,863</u>		WP S-6 P3
	<u>Other Operating Revenues</u>				
2	Production	\$5,933,656	\$5,856,518		WP S-6 P1
3	Transmission	\$174,664	\$172,219		WP S-6 P1
4	Distribution	\$6,954,397	\$6,954,397		WP S-6 P1
5	General	<u>\$0</u>	<u>\$0</u>		WP S-6 P1
6	Total (Lns 2 through 5)	<u>\$13,062,717</u>	<u>\$12,983,134</u>	0.994	OP-REV-O
7	Total (Lns 1+6)	<u>\$353,031,932</u>	<u>\$349,734,997</u>	0.991	OP-REV
	<u>Reconcile:</u>				
8	Line No. 7	\$353,031,932			
9	System Sales	\$113,745,108			
10	Various Trans. Agreement	<u>\$13,401,788</u>			
11	Sub-Total	\$480,178,828			
	Less:				
12	DSM Activity Acct No 4560007	<u>\$2,069,467</u>			
13	Total Operating Revenue	<u>\$478,109,361</u>			

Kentucky Power Company
Analysis of Accounts 450, 451, 454 & 456
Other Operating Revenues
Summary
Test Year Twelve Months Ended 6/30/2005

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Ln No (1)	<u>Description</u> (2)	<u>Total</u> (3)	<u>Adjustment</u> (4)	Total Electric <u>Utility</u> (5)	Kentucky P. S. C. <u>Jurisdiction</u> (6)	Percent <u>Retail</u> (7)	Allocation <u>Factor</u> (8)
1	Production Plant	\$5,933,656	\$0	\$5,933,656	\$5,856,518	0.987	EAF
2	Transmission Plant	\$174,664	\$0	\$174,664	\$172,219	0.986	GP-TRANS
3	Distribution Plant	\$4,884,930	\$2,069,467	\$6,954,397	\$6,954,397	1.000	SPECIFIC
4	General Plant	\$0	\$0	\$0	\$0	0.991	OML
5	Various Trans. Agreement	<u>\$13,401,788</u>	<u>(\$13,401,788)</u>	<u>\$0</u>	<u>\$0</u>		
6	Total	<u>\$24,395,038</u>	<u>(\$11,332,321)</u>	<u>\$13,062,717</u>	<u>\$12,983,134</u>		

Kentucky Power Company
Analysis of Accounts 411, 450, 451, 454 & 456
Other Operating Revenues
Test Year Twelve Months Ended 6/30/2005

Section V
Workpaper S-6
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Ln No (1)	Account No. (2)	Description (3)	Total (4)
1	411	Gain on Disposition of Allowances (Production)	\$5,690,490
2	450	Forfeited Discounts (Distribution)	\$1,476,289
3	451	Misc. Service Revenues (Distribution)	\$250,274
4	4540001	Rental from Electric Property Affiliated (Distribution)	\$353,341
5	4540002	Pole Attachment Rental (Distribution)	\$2,602,948
6	4540004	Rent from Electric Property ABD Non Affiliated (Dist)	\$82,202
7	4560007	DSM Activity (Distribution)	(\$2,069,467)
8	4560012	Other Electric Revenue Non Affiliated (Production)	\$14,812
9	4560013	Transmission Services Charge EKPC (Transmission)	\$45,672
10	4560013	Transmission Services (Various Trans. Agreement)	\$2,789,481
11	4560014	Transmission Services (Various Trans. Agreement)	\$264,010
12	4560015	Other Electric Revenue ABD (Distribution)	\$2,189,343
13	4560041	Misc. Revenues Non Affiliated (Transmission)	\$42,771
14	4560049	Merchant Generation Financial Realized (Production)	\$143,261
15	4560050	Other Electric Rev. Coal Trading Realized (Production)	\$2,476,387
16	4560058	PJM NITS Revenues Non Affiliated (Various Trans. Agreement)	\$2,412,597
17	4560060	PJM Point to Point Trans. Rev. Non Affiliates (Various Trans. Agreement)	\$1,448,788
18	4560062	PJM to Admin Revenues Non Affiliated (Various Trans. Agreement)	\$182,784
19	4560064	Buckeye Admin. Fee Revenues (Transmission)	\$86,221
20	4560067	Physical Coal Purchase Expense (Production)	(\$2,391,294)
21	4560068	SECA Transmission Revenues (Various Trans. Agreement)	<u>\$6,304,128</u>
22		Total Other Operating Revenues	<u><u>\$24,395,038</u></u>

**Kentucky Power Company
Electric Revenues
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-6
Page 3 of 4**

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Total</u> (3)
1	Total Sales (WP S-6 Pg 4, Col 3, Ln 14)	\$453,714,323
2	Less: System Pool (WP S-6 Pg 4, Col 3, Ln 8)	<u>\$113,745,108</u>
3	Total Kentucky Sales	\$339,969,215
4	Less: Kentucky Wholesale Sales (WP S-6 Pg 4, Col 3, Ln 5)	<u>\$3,217,352</u>
5	Kentucky Retail Sales (WP S-6 Pg 4, Col 3, Ln 13)	<u><u>\$336,751,863</u></u>

**Kentucky Power Company
Electric Revenues
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-6
Page 4 of 4**

Ln No. (1)	<u>Jurisdiction</u> (2)	<u>Revenues</u> (3)	<u>Total Revenue Excluding Fuel Adjustment Clause</u> (4)	<u>Fuel Adjustment Clause</u> (5)
	FERC:			
	Olive Hill:			
1	Billed	\$1,035,482	\$938,747	\$96,735
2	Accrued	\$1,258	\$439	\$819
	Vanceburg:			
3	Billed	\$2,180,612	\$1,972,365	\$208,247
4	Accrued	\$0	\$0	\$0
5	FERC Total	<u>\$3,217,352</u>	<u>\$2,911,551</u>	<u>\$305,801</u>
	System Pool:			
6	System Sales	\$122,392,276	\$122,392,276	\$0
7	System Sales Clause	<u>(\$8,647,168)</u>	<u>(\$8,647,168)</u>	<u>\$0</u>
8	System Pool Total	<u>\$113,745,108</u>	<u>\$113,745,108</u>	<u>\$0</u>
	Kentucky PSC:			
9	Billed	\$328,346,558	\$306,067,715	\$22,278,843
10	Accrued	<u>(\$241,863)</u>	<u>(\$286,523)</u>	<u>\$44,660</u>
11	Total PSC Billed and Accrued	\$328,104,695	\$305,781,192	\$22,323,503
	<u>Less:</u>			
12	System Sales Clause	<u>(\$8,647,168)</u>	<u>\$0</u>	<u>(\$8,647,168)</u>
13	Sub-Total (Lines 11-12)	<u>\$336,751,863</u>	<u>\$305,781,192</u>	<u>\$30,970,671</u>
14	Total Sales (Lines 5+8+13)	<u><u>\$453,714,323</u></u>	<u><u>\$422,437,851</u></u>	<u><u>\$31,276,472</u></u>

Kentucky Power Company
Electric Operation and Maintenance Expense
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 7

Ln. No. (1)	<u>Description</u> (2)	Total Electric Utility (3)	Kentucky P. S. C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
	<u>Power Production Expense</u>				
1	Demand Related	\$80,840,675	\$79,708,906	0.986	PDAF
2	Energy Related	\$120,226,690	\$118,663,743	0.987	EAF
3	Deferred Fuel	(\$4,502,865)	(\$4,502,865)	1.000	SPECIFIC
4	Total Power Production Expense	\$196,564,500	\$193,869,784		
5	Transmission Expense	\$2,249,043	\$2,217,556	0.986	GP-TRANS
6	Distribution Expense	\$26,903,332	\$26,849,525	0.998	GP-DIST
7	Cust. Acct/Cust. Service Expense	\$12,522,264	\$12,522,049	\$215 *	SPECIFIC
8	A&G Regulatory	\$30,211	\$30,211	1.000	SPECIFIC
9	Total Operation and Maintenance Expense	<u>\$238,269,350</u>	<u>\$235,489,125</u>	0.988	O&M
	<u>Purchased Power & System Sales</u>				
10	Demand Related	\$50,867,314	\$50,155,172	0.986	PDAF
11	Energy Related	(\$9,314,337)	(\$9,193,251)	0.987	EAF
12	Fuel Delivered (Act. 50110)	\$94,700,565	\$93,469,458	0.987	EAF
13	Total Purchased Power and Fuel	<u>\$136,253,542</u>	<u>\$134,431,379</u>		
14	Total O&M Less Total Purchased Power and Fuel	<u>\$102,015,808</u>	<u>\$101,057,746</u>	0.991	OML
	<u>Reconcile:</u>				
15	Line 9	\$238,269,350			
	<u>Add:</u>				
16	System Sales	\$113,745,108			
17	Various Trans. Agreements	\$13,401,788			
18	Sub-Total	<u>\$365,416,246</u>			
19	Gain from Disposition of Utility Plant	(\$1,190)			
20	Factored Cust A/R Expense	\$1,087,761			
21	Factored Cust A/R Bad Debt	\$1,625,430			
22	Total O&M Per Books	<u>\$368,128,247</u>			

* \$12,522,264/Year End No. of Customers 174,926 X 3 = \$215

Kentucky Power Company
Electric O&M Expenses - Assignment of A&G
Test Year Twelve Months Ended 6/30/2005

Acct No	Expense	Total O&M Expense	Total O&M Payroll	A&G ^{1/} Excluding Regulation	Restated Expense (4 + 6)	Expense Allocation		
(1)	(2)	(3)	(4)	(5)	(6)	Demand Related (8)	Energy Related (9)	
Power Production Expense								
Steam Power Operation								
1	500	Supervision & Engineering	\$4,007,829	\$3,486,474	\$4,507,573	\$8,515,402	\$8,515,402	\$0
2	501	Fuel	\$116,424,364	\$219,723	\$284,074	\$116,708,438	\$0	\$116,708,438
3	50199	Fuel Exp. Deferred	(\$4,502,865)	\$0	\$0	(\$4,502,865)	\$0	(\$4,502,865)
4	502	Steam Expense	\$2,115,484	\$425,499	\$550,117	\$2,665,601	\$425,499	\$2,240,102 ^{2/}
5	505	Electric Expense	\$78,426	\$12,683	\$16,398	\$94,824	\$12,683	\$82,141 ^{2/}
6	506	Misc. Steam Power Exp.	\$2,893,753	\$1,406,742	\$1,818,740	\$4,712,493	\$4,712,493	\$0
7	507	Rents	\$0	\$0	\$0	\$0	\$0	\$0
8	509	Allowances	\$3,285,510	\$0	\$0	\$3,285,510		\$3,285,510
9		Total Steam Power-Operation	\$124,302,501	\$5,551,121	\$7,176,902	\$131,479,403	\$13,666,077	\$117,813,326
Steam Power Maintenance								
10	510	Supervision & Engineering	\$1,295,525	\$625,188	\$808,289	\$2,103,814	\$2,103,814	\$0
11	511	Maint. of Structure	\$471,513	\$155,667	\$201,258	\$672,771	\$672,771	\$0
12	512	Maint of Boiler Plant	\$8,158,660	\$2,156,483	\$2,788,061	\$10,946,721	\$3,721,885	\$7,224,836 ^{3/}
13	513	Maint of Electric Plant	\$1,949,978	\$545,326	\$705,038	\$2,655,016	\$2,655,016	\$0
14	514&15	Maint of Misc. Steam	\$516,962	\$148,369	\$191,822	\$708,784	\$708,784	\$0
15		Total Steam Power-Maintenance	\$12,392,638	\$3,631,033	\$4,694,469	\$17,087,107	\$9,862,271	\$7,224,836
16		Total Steam Power & O&M (Lns 9+15)	\$136,695,139	\$9,182,154	\$11,871,371	\$148,566,510	\$23,528,348	\$125,038,162
Other Power Supply Expense								
555		Purchased Power - Net	\$168,699,873	\$0	\$0	\$168,699,873	\$71,246,758	\$97,453,115
556		Sys. Control & Load Dispatching	\$2,808,317	\$0	\$0	\$2,808,317	\$2,808,317	\$0
557		Other Expenses	\$3,636,696	\$0	\$0	\$3,636,696	\$3,636,696	\$0
19		Total-Other Power Supply Exp.	\$175,144,886	\$0	\$0	\$175,144,886	\$77,691,771	\$97,453,115
20		Various Trans. Agreements	(\$13,401,788)	\$0	\$0	(\$13,401,788)	(\$13,401,788)	
21		System Sales	(\$113,745,108)	\$0	\$0	(\$113,745,108)	(\$6,977,656)	(\$106,767,452)
22		Total Power Production	\$184,693,129	\$9,182,154	\$11,871,371	\$196,564,500	\$80,840,675	\$115,723,825
23		Transmission Expense	\$522,098	\$1,335,741	\$1,726,945	\$2,249,043		
24		Distribution Expense	\$19,598,900	\$5,649,762	\$7,304,432	\$26,903,332		
25		Customer Account Exp.	\$8,267,013	\$1,735,702	\$2,244,044	\$10,511,057		
26		Customer Services	\$1,368,380	\$497,208	\$642,827	\$2,011,207		
27		A&G Regulatory	\$30,211	\$0	\$0	\$30,211		
28		A&G Other	\$23,789,619	\$1,737,296	(\$23,789,619)	\$0		
29		Total Operation & Maintenance Exp.	\$238,269,350	\$20,137,863	\$0	\$238,269,350		
Reconcile:								
30		Total O&M Expense	\$238,269,350					
31		System Sales	\$113,745,108					
32		Various Trans. Agreement	\$13,401,788					
		Sub-Total	\$365,416,246					
		Factored Cust A/R Expense	\$1,087,761					
		Factored Cust A/R Bad Debt	\$1,625,430					
		Gain from Disposition Utility Plant	(\$1,190)					
33		Total Per Books	\$368,128,247					

^{1/} Allocated on the basis of Payroll

Alloc. on the bases of Labor Exp., Demand Related; Material Exp., Energy Related (NARUC Cost Alloc. Pgs 37 & 39)

^{3/} Allocated on the Basis of 34% Demand; 66% Energy

**Kentucky Power Company
Payroll Labor by Function
(By Account Number for Production Only)
Test Year Twelve Months Ended 6/30/2005**

Ln. No.	<u>Production</u>	Total <u>Amount</u>
(1)	(2)	(3)
	<u>Operation</u>	
1	Account 500	\$3,486,474
2	Account 501	\$219,723
3	Account 502	\$425,499
4	Account 505	\$12,683
5	Account 506	\$1,406,742
6	Account 507	<u>\$0</u>
7	Total Operation	<u>\$5,551,121</u>
	<u>Maintenance</u>	
8	Account 510	\$625,188
9	Account 511	\$155,667
10	Account 512	\$2,156,483
11	Account 513	\$545,326
12	Account 514	\$148,369
13	Account 515	\$0
14	Account 555	\$0
15	Account 556	\$0
16	Account 557	<u>\$0</u>
17	Total Maintenance	<u>\$3,631,033</u>
18	Total Production (Lines 7 + 17)	<u>\$9,182,154</u>
	<u>Transmission</u>	
19	Operation	\$434,957
20	Maintenance	<u>\$900,784</u>
21	Total Transmission	<u>\$1,335,741</u>
	<u>Distribution</u>	
22	Operation	\$806,237
23	Maintenance	<u>\$4,843,525</u>
24	Total Distribution	<u>\$5,649,762</u>
25	Total Customer Accounts	<u>\$1,735,702</u>
26	Total Customer Service & Informational	<u>\$497,208</u>
	<u>Administrative & General</u>	
27	Operation	\$1,019,232
28	Maintenance	<u>\$718,064</u>
29	Total Administrative & General	<u>\$1,737,296</u>
30	Grand Total (Lns 18 + 21 + 24 + 25 + 26 + 29)	<u><u>\$20,137,863</u></u>

Kentucky Power Company
Direct and Allocated Payroll Distribution
Function Percentage
Test Year Twelve Months Ended 6/30/2005

Section V
Workpaper S-7
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<u>Ln.</u> <u>No.</u> (1)	<u>Function</u> (2)	<u>Total</u> (3)	<u>Percent</u> * (4)
1	Operation and Maintenance (WP S-7 Page 4 Ln 19)	\$20,137,863	67.65%
2	Construction (WP S-7 Page 4 Ln 20)	\$8,035,359	26.99%
3	Retirements (WP S-7 Page 4 Ln 21)	\$1,534,496	5.16%
4	All Other (WP S-7 Page 4 Ln 31)	<u>\$59,282</u>	<u>0.20%</u>
5	Total (WP S-7 Page 4 Ln 32)	<u><u>\$29,767,000</u></u>	<u><u>100.00%</u></u>

• Total May Not Foot Due To Rounding

Kentucky Power Company
Direct and Allocated Payroll Distribution
Test Year Twelve Months Ended 6/30/2005

Ln. No. (1)	Function (2)	Direct Payroll Distribution (3)	Allocation of Payroll Charges For Clearing Accounts (4)	Total (5)
<u>Operation</u>				
1	Production	\$4,355,237	\$1,195,884	\$5,551,121
2	Transmission	\$406,059	\$28,898	\$434,957
3	Distribution	\$752,671	\$53,566	\$806,237
4	Customer Accounts	\$1,620,383	\$115,319	\$1,735,702
5	Customer Services and Informational	\$464,174	\$33,034	\$497,208
6	Administrative and General	\$951,515	\$67,717	\$1,019,232
7	Total Operation	<u>\$8,550,039</u>	<u>\$1,494,418</u>	<u>\$10,044,457</u>
<u>Maintenance</u>				
8	Production	\$3,398,792	\$232,241	\$3,631,033
9	Transmission	\$840,937	\$59,847	\$900,784
10	Distribution	\$3,911,414	\$932,111	\$4,843,525
11	Administrative and General	\$670,357	\$47,707	\$718,064
12	Total Maintenance	<u>\$8,821,500</u>	<u>\$1,271,906</u>	<u>\$10,093,406</u>
<u>Total Operation & Maintenance</u>				
13	Production (Lns 1 + 8)	\$7,754,029	\$1,428,125	\$9,182,154
14	Transmission (Lns 2 + 9)	\$1,246,996	\$88,745	\$1,335,741
15	Distribution (Lns 3 + 10)	\$4,664,085	\$985,677	\$5,649,762
16	Customer Accounts (Ln 4)	\$1,620,383	\$115,319	\$1,735,702
17	Customer Services and Informational (Ln 5)	\$464,174	\$33,034	\$497,208
18	Administrative and General (Lns 6 + 11)	\$1,621,872	\$115,424	\$1,737,296
19	Total Operation & Maintenance	<u>\$17,371,539</u>	<u>\$2,766,324</u>	<u>\$20,137,863</u>
20	<u>Construction</u>	<u>\$7,501,864</u>	<u>\$533,495</u>	<u>\$8,035,359</u>
21	<u>Plant Removal (Retirement)</u>	<u>\$1,432,616</u>	<u>\$101,880</u>	<u>\$1,534,496</u>
<u>Other Accounts</u>				
22	Fuel Stock Expense Undistributed	\$898,288	(\$898,288)	\$0
23	Stores Exp. Undistributed-T&D	\$1,122,693	(\$1,122,693)	\$0
24	Clearing Accounts	\$748,059	(\$748,059)	\$0
25	ODD Temporary Facilities	\$29,250	\$0	\$29,250
26	Miscellaneous Deferred Debits	\$653,745	(\$653,745)	\$0
27	Research and Development	\$914	(\$914)	\$0
28	Miscellaneous Current and Accrued Liabilities	(\$22,000)	\$22,000	\$0
29	Donations	\$30,032	\$0	\$30,032
30	All Other General Ledger (GL)	\$0	\$0	\$0
31	Total Other Accounts	<u>\$3,460,981</u>	<u>(\$3,401,699)</u>	<u>\$59,282</u>
32	Total Salaries & Wages (Lines 19+20+21+31)	<u>\$29,767,000</u>	<u>\$0</u>	<u>\$29,767,000</u>
33	Operation and Maintenance		\$20,137,863	67.65%
34	Construction		\$8,035,359	26.99%
35	Retirements		\$1,534,496	5.16%
36	All Other		\$59,282	0.20%
37	Total		<u>\$29,767,000</u>	<u>100.00%</u>

**Kentucky Power Company
Energy and Capacity Charges
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-7
Page 5 of 5**

<u>Ln. No.</u> (1)	<u>Purchased Power</u> (2)	<u>Energy</u> (3)	<u>Capacity</u> (4)	<u>Total</u> (5)
1	Purchased	\$44,363,358	\$42,162,555	\$86,525,913
2	System Pool	\$53,014,256	\$29,084,203	\$82,098,459
3	Loop, Interchange Cash and Interchange Suspense	<u>\$75,501</u>	<u>\$0</u>	<u>\$75,501</u>
4	Total Purchased Power	<u>\$97,453,115</u>	<u>\$71,246,758</u>	<u>\$168,699,873</u>
	<u>Less:</u>			
5	System Sales/Resale	\$67,964,292	\$6,930,521	\$74,894,813
6	Sys Sales/Resale Assoc. Company	\$47,450,328	\$47,135	\$47,497,463
7	Transmission Charges	\$0	\$0	\$0
8	System Sales Clause	<u>(\$8,647,168)</u>	<u>\$0</u>	<u>(\$8,647,168)</u>
9	Total System Sales	\$106,767,452	\$6,977,656	\$113,745,108
10	Backup Energy	\$0	\$0	\$0
11	Transmission Service Charges	<u>\$0</u>	<u>\$13,401,788</u>	<u>\$13,401,788</u>
12	Total (Ln 4 - Lns 9, 10 and 11)	<u>(\$9,314,337)</u>	<u>\$50,867,314</u>	<u>\$41,552,977</u>

**Kentucky Power Company
Depreciation, Depletion and Amortization Expense
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 8**

Ln. No. (1)	<u>Description</u> (2)	Total Electric Utility (3)	Kentucky P. S. C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
1	Production Plant	\$17,573,542	\$17,327,512	0.986	PDAF
2	Transmission Plant	\$6,785,651	\$6,690,652	0.986	GP-TRANS
3	Distribution Plant	\$15,769,731	\$15,738,192	0.998	GP-DIST
4	General Plant	\$743,961	\$736,521	0.990	GP-PTD
5	Intangible Plant	<u>\$3,586,872</u>	<u>\$3,551,003</u>	0.990	GP-PTD
6	Total Depreciation, Depletion and Amortization Expense	<u>\$44,459,757</u>	<u>\$44,043,880</u>		

**Kentucky Power Company
Taxes Other Than Income Taxes
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 9**

Ln. No. (1)	Description (2)	Total Electric Utility (3)	Kentucky P. S. C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
1	Federal Insurance Contribution Excise	\$2,171,663	\$2,152,118	0.991	OML
2	Federal Unemployment Excise	\$25,964	\$25,730	0.991	OML
3	Kentucky Sales & Use	\$214	\$212	0.992	GP-T&D
4	Kentucky Personalty and Franchise	\$7,054,932	\$6,984,383	0.990	GP-TOT
5	Louisiana Real & Personal Property	\$590	\$584	0.990	GP-TOT
6	Kentucky Unemployment Insurance	\$17,416	\$17,259	0.991	OML
7	Kentucky PSC Maintenance	\$504,415	\$504,415	1.000	SPECIFIC
8	Kentucky License	\$100	\$99	0.990	GP-TOT
9	Ohio Franchise	\$91,080	\$89,805	0.986	PDAF
10	West Virginia Real & Personal Property	\$3,304	\$3,271	0.990	GP-TOT
11	West Virginia Unemployment Insurance	\$2,973	\$2,973	1.000	SPECIFIC
12	West Virginia Franchise	\$23,533	\$23,533	1.000	SPECIFIC
13	West Virginia License	\$275	\$275	1.000	SPECIFIC
14	Wyoming License	\$50	\$49	0.986	PDAF
15	Fringe Benefit Loading - FICA	(\$812,853)	(\$805,537)	0.991	OML
16	Fringe Benefit Loading - FUT	(\$12,362)	(\$12,251)	0.991	OML
17	Fringe Benefit Loading - SUT	<u>(\$5,355)</u>	<u>(\$5,307)</u>	0.991	OML
18	Total Taxes Other Than Income Taxes	\$9,065,939	\$8,981,611		
	<u>Less:</u>				
19	Carrs Site Kentucky Personalty and Franchise Tax	<u>\$44,743</u>	<u>\$44,296</u>	0.990	GP-TOT
20	Net Taxes Other Than Income Taxes	<u>\$9,021,196</u>	<u>\$8,937,315</u>		

Kentucky Power Company
Federal and State Income Taxes - Separate Return
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 10

<u>Ln.</u> <u>No.</u> (1)	<u>Description</u> (2)	<u>Electric</u> <u>Utility</u> (3)	<u>Kentucky</u> <u>Jurisdiction</u> (4)
1	Total Federal Income Tax Payable	\$4,528,661	\$4,668,094
2	Total Deferred Federal Income Tax	\$4,949,813	\$4,900,291
3	Total Deferred Investment Tax Credit	<u>(\$1,168,684)</u>	<u>(\$1,156,997)</u>
4	Total Current & Deferred Federal Income Taxes	<u>\$8,309,790</u>	<u>\$8,411,388</u>
5	State Income Tax	<u>\$996,946</u>	<u>\$1,030,001</u>

Kentucky Power Company
Original Cost - Electric Plant in Service
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 11

Ln. No. (1)	Description (2)	Total Electric Utility (3)	Kentucky P. S. C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
	<u>Production Plant</u>				
1	Land	\$5,420	\$5,344	0.986	PDAF
2	Land Rights	\$1,071,126	\$1,056,130	0.986	PDAF
3	All Other	<u>\$458,079,243</u>	<u>\$451,666,134</u>	0.986	PDAF
4	Total	<u>\$459,155,789</u>	<u>\$452,727,608</u>		
	<u>Transmission Plant</u>				
5	Land	\$2,446,404	\$2,412,154	0.986	TDAF
6	Land Rights	\$23,311,444	\$22,985,084	0.986	TDAF
7	Subs-Structures & Equipment	\$129,671,286	\$127,855,888	0.986	TDAF
8	All Other	<u>\$232,396,169</u>	<u>\$229,142,623</u>	0.986	TDAF
9	Total	<u>\$387,825,303</u>	<u>\$382,395,749</u>	0.986	GP-TRANS
	<u>Distribution Plant</u>				
10	Land	\$1,446,548	\$1,437,079		WP S-11 P1
11	Land Rights	\$3,691,802	\$3,691,802	1.000	SPECIFIC
12	Subs-Structures & Equipment	\$46,885,675	\$46,047,768		WP S-11 P1
13	Meters	\$20,941,912	\$20,937,281	(\$4,631)	WP S-11 P1
14	All Other	<u>\$373,483,032</u>	<u>\$373,483,032</u>	1.000	SPECIFIC
15	Total	<u>\$446,448,969</u>	<u>\$445,596,962</u>	0.998	GP-DIST
16	Total Transmission and Distribution (Lines 9+15)	<u>\$834,274,272</u>	<u>\$827,992,711</u>	0.992	GP - T&D
17	Total Production, Transmission and Distribution (Lines 4+16)	\$1,293,430,061	\$1,280,720,319	0.990	GP - PTD
	<u>General Plant</u>				
18	Land	\$1,447,689	\$1,433,212	0.990	GP - PTD
19	All Other	<u>\$29,575,208</u>	<u>\$29,279,456</u>	0.990	GP - PTD
20	Total	\$31,022,897	\$30,712,668		
21	<u>Intangible Plant</u>	<u>\$18,483,199</u>	<u>\$18,298,367</u>	0.990	GP - PTD
22	Electric Plant In Service (EPIS)	\$1,342,936,157	\$1,329,731,354		
23	EPIS-Capital Leases	<u>\$10,405,054</u>	<u>\$10,301,003</u>	0.990	GP - PTD
24	Total EPIS Original Cost (Lines 17+18)	\$1,353,341,211	\$1,340,032,357		
	<u>Plus:</u>				
25	Post In Service AFUDC HR-J	\$1,603,846	\$1,581,392	0.986	GP - TRANS
26	Deferred Depreciation HR-J	\$142,789	\$140,790	0.986	GP - TRANS
	<u>Less:</u>				
27	EPIS - Capital Leases	<u>\$10,405,054</u>	<u>\$10,301,003</u>	0.990	GP - PTD
28	Total EPIS-Original Cost with HR-J Post in Service AFUDC	<u>\$1,344,682,792</u>	<u>\$1,331,453,536</u>	0.990	GP - TOT

**Kentucky Power Company
Analysis of Distribution Plant-Substations
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-11
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Ln. No. (1)	Description (2)	360 Land (3)	361 Structures (4)	362 Station Equipment (5)	Total (6)
<u>City of Olive Hill Station:</u>					
1	Olive Hill Station	\$9,469	\$44,907	\$793,000	\$847,376
2	All Other Distrubtion Stations	<u>\$1,437,079</u>	<u>\$4,186,156</u>	<u>\$41,861,612</u>	<u>\$47,484,847</u>
3	Total Distrubtion Stations	<u>\$1,446,548</u>	<u>\$4,231,063</u>	<u>\$42,654,612</u>	<u>\$48,332,223</u>
 <u>Distrubtion:</u>					
4	Total Substations	\$48,332,223			
5	Land	<u>(\$1,446,548)</u>			
6	Structures and Equipment	<u>\$46,885,675</u>			
7	Total Distrubtion Plant	\$446,448,969			
	Less:				
8	Land	\$1,446,548			
9	Land Rights	\$3,691,802			
10	Structures and Equipment	\$46,885,675			
11	Meters	<u>\$20,941,912</u>			
12	All Other	<u>\$373,483,032</u>			

Kentucky Power Company
Distribution Plant - Analysis of Meters
Test Year Twelve Months Ended 6/30/2005

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Workpaper S-11
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<u>Ln.</u> <u>No.</u> (1)	<u>Description</u> (2)	<u>Total</u> (3)
1	Olive Hill 4 kV	\$2,102
2	Olive Hill 12 kV	<u>\$2,529</u>
3	Sub-Total	<u>\$4,631</u>
3	Vanceburg	<u>\$0</u>
4	Total	<u><u>\$4,631</u></u>

Kentucky Power Company
Accumulated Provision for Depreciation, Depletion
and Amortization of Electric Plant in Service
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 12

Ln. No. (1)	<u>Description</u> (2)	Total Electric Utility (3)	Kentucky P. S. C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
1	Production Plant Total	\$175,291,580	\$172,837,498	0.986	PDAF
2	Transmission Plant Total	\$115,819,826	\$114,198,348	0.986	GP-TRANS
3	Distribution Plant Total	<u>\$130,847,900</u>	<u>\$130,586,204</u>	0.998	GP-DIST
4	Total Production, Transmission and Distribution	\$421,959,306	\$417,622,050		
5	General Plant Total	\$6,085,151	\$6,024,299	0.990	GP-PTD
6	Intangible Plant Total	\$8,761,699	\$8,674,082	0.990	GP-PTD
7	Capital Leases	<u>\$6,683,310</u>	<u>\$6,616,477</u>	0.990	GP-PTD
8	Total Accumulated Provision for Depreciation	\$443,489,466	\$438,936,908		
	<u>Plus:</u>				
9	HR-J Post in Service AFUDC	\$687,646	\$678,019	0.986	GP-TRANS
	<u>Less:</u>				
10	Capital Leases	<u>\$6,683,310</u>	<u>\$6,616,477</u>	0.990	GP-PTD
11	Depreciation and Amortization Including HR-J Post in Service AFUDC	<u>\$437,493,802</u>	<u>\$432,998,450</u>		

**Kentucky Power Company
Accumulated Provision for Depreciation,
Retirements and Easements Allocation
Test Year Twelve Months Ended 6/30/2005**

**Section V
Workpaper S-12
Page 1 of 1**

Ln. No. (1)	<u>Description</u> (2)	Electric Utility (3)	<u>Percent *</u> (4)	<u>Retirements</u> (5)	<u>Total</u> (6)
1	Production	\$174,169,109	40.82%	\$0	\$174,169,109
2	Transmission	\$115,819,826	27.14%	\$0	\$115,819,826
3	Distribution	\$130,847,900	30.66%	\$0	\$130,847,900
4	General	<u>\$5,882,628</u>	<u>1.38%</u>	<u>\$0</u>	<u>\$5,882,628</u>
5	Total	<u><u>\$426,719,463</u></u>	<u><u>100.00%</u></u>	<u><u>\$0</u></u>	<u><u>\$426,719,463</u></u>

* Total May Not Foot Due To Rounding.

**Kentucky Power Company
Net Electric Plant In Service
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 13**

Ln No (1)	<u>Description</u> (2)	Total Electric Utility (3)	Kentucky P.S.C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
1	<u>Production Plant</u>	\$283,864,209	\$279,890,110		Sch 11-12
2	<u>Transmission Plant</u>	\$272,005,477	\$268,197,401		Sch 11-12
3	<u>Distribution Plant</u>	<u>\$315,601,069</u>	<u>\$315,010,758</u>		Sch 11-12
4	Total Production, Transmission and Distribution	\$871,470,755	\$863,098,269		
5	<u>General Plant</u>	\$24,937,746	\$24,688,369		Sch 11-12
6	<u>Intangible Plant</u>	\$9,721,500	\$9,624,285		Sch 11-12
7	<u>Capital Leases</u>	<u>\$3,721,744</u>	<u>\$3,684,526</u>		Sch 11-12
8	Total Electric Plant In Service - Net	\$909,851,745	\$901,095,449		
	<u>Plus:</u>				
9	HR-J Post In Service AFUDC	\$916,200	\$903,373		Sch 11-12
10	Deferred Depreciation HR-J	\$142,789	\$140,790		Sch 11-12
	<u>Less:</u>				
11	Capital Leases	<u>\$3,721,744</u>	<u>\$3,684,526</u>		Sch 11-12
12	Total EPIS - Net with HR-J Post In Service AFUDC	<u>\$907,188,990</u>	<u>\$898,455,086</u>	0.990	NP

**Kentucky Power Company
Electric Plant Held for Future Use
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 14**

Ln No (1)	<u>Description</u> (2)	Total Electric Utility (3)	Kentucky P.S.C. Jurisdiction (4)	Percent Retail (5)	Allocation Factor (6)
1	Production Plant	\$6,778,355	\$6,683,458	0.986	PDAF
2	Transmission Plant	\$84,464	\$83,282	0.986	GP - TRANS
3	General Plant	<u>\$0</u>	<u>\$0</u>	0.990	GP - PTD
4	Total	\$6,862,819	\$6,766,740		
	<u>Less:</u>				
5	Carrs Site	<u>\$6,778,355</u>	<u>\$6,683,458</u>	0.986	PDAF
6	Net Plant Held For Future Use	<u><u>\$84,464</u></u>	<u><u>\$83,282</u></u>		

**Kentucky Power Company
Working Capital Requirement
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 15**

Ln No (1)	<u>Description</u> (2)	Total Electric <u>Utility</u> (3)	Kentucky P.S.C. <u>Jurisdiction</u> (4)	Percent <u>Retail</u> (5)	Allocation <u>Factor</u> (6)
1	Materials & Supplies	<u>\$16,720,225</u>	<u>\$16,502,178</u>		WP S-15
2	Prepayments	<u>\$661,934</u>	<u>\$655,315</u>	0.990	GP-TOT
	Cash Working Capital:				
3	O & M Expense Restated	\$238,269,350	\$235,489,125		Sch 7
	Add Back System Sales: *				
4	Demand Related	\$20,379,444	\$20,094,132	0.986	PDAF
5	Energy Related	<u>\$106,767,452</u>	<u>\$105,379,475</u>	0.987	EAF
6	Total	<u>\$365,416,246</u>	<u>\$360,962,732</u>		
	Cash Working Capital				
7	1/8 of Line 6	<u>\$45,677,031</u>	<u>\$45,120,342</u>		
	Total Working Capital				
8	Sum of Lines 1, 2, & 7	<u>\$63,059,190</u>	<u>\$62,277,835</u>		

* Includes Various Transmission Agreements

**Kentucky Power Company
 Summary of Materials and Supplies
 Test Year Twelve Months Ended 6/30/2005**

**Section V
 Workpaper S-15
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Ln No (1)	<u>Description</u> (2)	<u>Total Electric Utility</u> (3)	<u>Kentucky P.S.C. Jurisdiction</u> (4)	<u>Percent Retail</u> (5)	<u>Allocation Factor</u> (6)
	<u>M & S - Fuel :</u>				
1	Fuel Stock - Coal	\$10,216,763			
2	Fuel Stock - In Transit	\$0			
3	Fuel Stock - Oil	\$290,749			
4	Fuel Stock - Undist.	<u>\$155,721</u>			
5	Total M & S - Fuel	<u>\$10,663,233</u>	<u>\$10,524,611</u>	0.987	EAF
	<u>M & S - Other:</u>				
6	Power Plant	\$4,903,238	\$4,834,593	0.986	PDAF
7	Urea	\$258,284	\$254,668	0.986	PDAF
8	T&D	\$838,974	\$832,262	0.992	GP - T&D
9	Transportation Inventory	<u>\$56,496</u>	<u>\$56,044</u>	0.992	GP - T&D
10	Total M&S - Other	<u>\$6,056,992</u>	<u>\$5,977,567</u>		
11	Total M & S (Lns 5+10)	<u>\$16,720,225</u>	<u>\$16,502,178</u>		

**Kentucky Power Company
Construction Work In Progress (CWIP) - AFUDC
Test Year Twelve Months Ended 6/30/2005**

**Section V
Schedule 16**

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Total</u> <u>Electric</u> <u>Utility</u> (3)	<u>Kentucky</u> <u>PSC</u> <u>Jurisdiction</u> (4)	<u>Percent</u> <u>Retail</u> (5)	<u>Allocation</u> <u>Factor</u> (6)
<u>CWIP:</u>					
1	Production	\$9,638,901	\$9,503,956	0.986	PDAF
2	Transmission	\$1,221,382	\$1,204,283	0.986	GP-TRANS
3	Distribution	\$7,540,011	\$7,524,931	0.998	GP-DIST
4	General	<u>\$935,907</u>	<u>\$926,548</u>	0.990	GP-PTD
5	Total CWIP	<u><u>\$19,336,201</u></u>	<u><u>\$19,159,718</u></u>		
<u>AFUDC:</u>					
6	Production	\$405,997	\$400,313	0.986	PDAF
7	Transmission	\$91,999	\$90,711	0.986	GP-TRANS
8	Distribution	\$101,245	\$101,043	0.998	GP-DIST
9	General	<u>\$16,621</u>	<u>\$16,455</u>	0.990	GP-PTD
10	Total AFUDC	<u><u>\$615,862</u></u>	<u><u>\$608,522</u></u>		

Kentucky Power Company
Functionalization of Construction Work In Progress
Test Year Twelve Months Ended 6/30/2005

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Workpaper S-16
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<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>CWIP</u> <u>Per Books</u> (3)	<u>Less</u> <u>Portion</u> <u>subject</u> <u>to AFUDC</u> (4)	<u>Not</u> <u>Subject</u> <u>To AFUDC</u> <u>(Col 3- Col 4)</u> (5)
1	Production	\$9,638,901	\$9,635,152	\$3,749
2	Transmission	\$1,221,382	\$1,126,955	\$94,427
3	Distribution	\$7,540,011	\$4,254,755	\$3,285,256
4	General	<u>\$935,907</u>	<u>\$781,539</u>	<u>\$154,368</u>
5	Total CWIP	<u>\$19,336,201</u>	<u>\$15,798,401</u>	<u>\$3,537,800</u>

Ln No (1)	Month (2)	Production			Transmission			Distribution			General Plant			Total 432 Borrowed (11)	419 Other (12)	Total AFUDC (13)	Monthly Debt Rate (14)	Monthly Equity Rate (15)
		432 Borrowed (3)	419 Other (4)		432 Borrowed (5)	419 Other (6)		432 Borrowed (7)	419 Other (8)		432 Borrowed (9)	419 Other (10)						
1	July 2004	\$14,425	\$13,124		\$2,133	\$1,666		\$5,244	\$4,919		\$744	\$677		\$22,546	\$20,386	\$42,932	0.2285%	0.2079%
2	August 2004	\$16,526	\$17,846		\$4,529	\$4,911		\$6,714	\$7,248		\$779	\$841		\$28,548	\$30,846	\$59,394	0.2686%	0.2899%
3	September 2004	\$15,806	\$17,260		\$4,424	\$4,850		\$4,946	\$6,293		\$805	\$882		\$25,981	\$29,285	\$55,266	0.2690%	0.2946%
4	October 2004	\$14,437	\$15,817		(\$4,552)	(\$3,638)		(\$5,074)	(\$4,399)		\$1,049	\$1,150		\$5,860	\$8,930	\$14,790	0.2684%	0.2941%
5	November 2004	\$16,464	\$17,971		\$3,581	\$4,390		\$5,960	\$6,505		\$1,390	\$1,517		\$27,395	\$30,383	\$57,778	0.2689%	0.2935%
6	December 2004	\$19,005	\$20,736		\$4,665	\$5,089		\$5,495	\$5,996		(\$1,840)	(\$1,958)		\$27,325	\$29,863	\$57,188	0.2678%	0.2921%
7	January 2005	\$21,439	\$23,098		\$5,530	\$5,956		\$1,198	\$1,333		\$395	\$435		\$28,562	\$30,822	\$59,384	0.2703%	0.2911%
8	February 2005	\$18,819	\$20,177		\$6,795	\$7,176		\$4,007	\$4,296		\$502	\$539		\$30,123	\$32,188	\$62,311	0.2732%	0.2930%
9	March 2005	\$14,287	\$15,540		\$7,102	\$7,725		\$4,647	\$5,055		\$869	\$946		\$26,905	\$29,266	\$56,171	0.2717%	0.2955%
10	April 2005	\$8,841	\$9,734		\$938	\$1,252		\$3,350	\$3,674		\$908	\$991		\$14,037	\$15,651	\$29,688	0.2715%	0.2963%
11	May 2005	\$16,299	\$18,325		\$3,958	\$4,462		\$4,986	\$5,667		\$1,151	\$1,294		\$26,394	\$29,748	\$56,142	0.2643%	0.2972%
12	June 2005	\$18,642	\$21,379		\$4,217	\$4,840		\$6,090	\$7,095		\$1,190	\$1,365		\$30,139	\$34,679	\$64,818	0.2658%	0.3049%
13	Total	\$194,990	\$211,007		\$43,320	\$48,679		\$47,563	\$53,682		\$7,942	\$8,679		\$293,815	\$322,047	\$615,862		

Kentucky Power Company
Customer Advances for Construction, Customer Deposit
and Accumulated Deferred Income Taxes
Test Year Twelve Months Ended 6/30/2005

Section V
Schedule 17

<u>Ln</u> <u>No</u> (1)	<u>Description</u> (2)	<u>Total</u> <u>Electric</u> <u>Utility</u> (3)	<u>Kentucky</u> <u>P.S.C.</u> <u>Jurisdiction</u> (4)	<u>Percent</u> <u>Retail</u> (5)	<u>Allocation</u> <u>Factor</u> (6)
1	Customer Advances	\$56,784	\$56,784	1.000	SPECIFIC
2	Customer Deposits	<u>\$10,541,285</u>	<u>\$10,541,285</u>	1.000	SPECIFIC
3	Total	<u>\$10,598,069</u>	<u>\$10,598,069</u>		
4	Total Accumulated Deferred Income Tax	<u>\$129,276,197</u>	<u>\$127,983,435</u>	0.990	GP - TOT

Section V
Schedule 19

Kentucky Power Company
Energy Allocation Factors
Test Year Twelve Months Ended 6/30/2005

Ln No (1)	<u>Energy Loss Calculations</u> (2)	<u>MWHs</u> (3)	<u>% Loss Factor</u> (4)	<u>MWH Losses</u> (5)	<u>MWH w/ Losses</u> (6)	<u>City of Olive Hill</u> (6)	<u>City of Vanceburg</u> (7)	<u>Total Sales Municipal</u> (8)	<u>Total Retail</u> (9)
	<u>Transmission</u>								
1	St., Lt., Unit Power	4,728,554	2.87%	135,709	4,864,263				
2	Firm Sales Vanceburg	66,480	2.87%	1,908	68,388				
	<u>Distribution</u>								
3	Firm Sales Olive Hill	27,223	4.97%	1,353	28,576				
	<u>Source of Energy</u>								
4	Generation	6,550,509	0	6,550,509					
5	Purchases	5,943,392	0	5,943,392					
6	Net Interchange	-604	0	-604					
7	<u>Total Sources</u>	<u>12,493,297</u>	<u>0</u>	<u>12,493,297</u>					
	<u>Disposition of Energy</u>								
8	Sales/Ultimate Customers	6,976,594	0	6,976,594	0	0	0	6,976,594	0
9	Energy w/o Charge	0	0	0	0	0	0	0	0
10	Sales for Resale	4,728,554	4,728,554	0	0				
	Firm Sales (Mun.)								
11	Vanceburg	66,480		66,480	66,480	66,480	66,480	66,480	0
12	Olive Hill	27,223		27,223	27,223	27,223	27,223	27,223	0
13	<u>Total Sales for Resale</u>	<u>4,822,257</u>	<u>4,728,554</u>	<u>93,703</u>	<u>93,703</u>	<u>27,223</u>	<u>66,480</u>	<u>93,703</u>	<u>6,976,594</u>
14	<u>Energy Losses</u>	<u>693,213</u>	<u>135,709</u>	<u>557,504</u>	<u>557,504</u>	<u>1,353</u>	<u>1,908</u>	<u>3,261</u>	<u>554,243</u>
15	<u>Total Disposition</u>	<u>12,492,064</u>	<u>4,864,263</u>	<u>7,627,801</u>	<u>28,576</u>	<u>68,388</u>	<u>96,964</u>	<u>96,964</u>	<u>7,530,837</u>
16	<u>Allocation Factor</u>			<u>1</u>			<u>0.013</u>	<u>0.013</u>	<u>0.987</u>

Kentucky Power Company
Jurisdictional Allocation Factors
Test Year Twelve Months Ended 6/30/2005

<u>Ln. No.</u> (1)	<u>Description</u> (2)	<u>Factor</u> (3)	<u>Retail</u> (4)	<u>Source</u> (5)
1	Production Demand	PDAF	0.986	Schedule 18
2	Transmission Demand	TDAF	0.986	Schedule 18
3	Energy	EAF	0.987	Schedule 19
4	Gross Plant Transmission	GP-TRANS	0.986	Schedule 11
5	Gross Plant Distribution	GP-DIST	0.998	Schedule 11
6	Gross Plant - T&D	GP-T&D	0.992	Schedule 11
7	Gross Plant - PTD	GP-PTD	0.990	Schedule 11
8	Gross Plant - Total	GP-TOT	0.990	Schedule 11
9	Net Plant	NP	0.990	Schedule 13
10	O&M Expense	O&M	0.988	Schedule 7
11	O&M Expense - Labor	OML	0.991	Schedule 7
12	Operating Revenue	OP-REV	0.991	Schedule 6
13	Operating Revenue - Other	OP-REV-O	0.994	Schedule 6