

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

FILING OF UTILITY DEPOSIT)
AGREEMENT BETWEEN KENTUCKY)
POWER COMPANY AND KES) P.S.C. Case No. 2006-0006
ACQUISITION COMPANY LLC AS)
A SPECIAL CONTRACT AND)
REQUEST FOR DEVIATION)
FROM RULES)

**Petition for Confidential Treatment And Withdrawal From
The Public Record Of Inadvertently Disclosed Confidential Information**

Kentucky Power Company ("Kentucky Power") moves the Commission pursuant to 807 KAR 5:001, Section 7, for an Order granting confidential treatment to confidential banking information contained at page 3 of the Utility Deposit Agreement between Kentucky Power Company and KES Acquisition Company LLC and withdrawing from the public record any such information previously included in such record.

Pursuant to 807 KAR 5:001 an original of the contract page for which confidential treatment is sought is filed as part of Kentucky Power's original filing in response to this data request. In addition, ten redacted copies of the subject Response are filed with Petition.

Background

On December 29, 2005, Kentucky Power filed with the Commission a copy of the Utility Deposit Agreement between it and KES Acquisition Company LLC. Page 3 of the agreement contains banking information, the release of which could be detrimental to Kentucky Power and its ability to maintain account

security. Kentucky Power inadvertently failed to seek confidential treatment for such information.

Basis for Confidential Treatment

KRS 61.878(c)(1)(b) excludes from the Open Records Act:

"Records confidentially disclosed to an agency, generally recognized as confidential or proprietary, which if openly disclosed would present an unfair commercial advantage to competitors of the entity that disclosed the records, and which are compiled and maintained . . . in conjunction with the regulation of commercial enterprise . . ."

The confidential banking information for which confidential treatment is sought is not intentionally made publicly available by Kentucky Power. Dissemination of the requested information is restricted by American Electric Power and Kentucky Power and the companies take all reasonable measures to prevent its disclosure to the public as well as persons within the companies who do not have a need for the information.

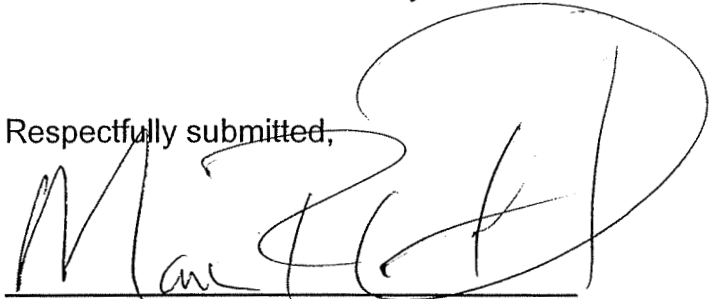
Because of the threat to banking security and the harm that might arise as a result of any misuse, the exception contained at KRS 61.818(c)(1)(b) applies to the information for which Kentucky Power is seeking confidential treatment.

Wherefore, Kentucky Power Company respectfully requests the Commission to enter an Order:

1. According confidential status to and withholding from public inspection Kentucky Power's responses to the banking information set out at page 3 of the Utility Deposit Agreement between Kentucky Power and KES Acquisition Company LLC.;

2. Removing from the public files such information previously disclosed; and
3. Granting Kentucky Power all further relief to which it may be entitled.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark R. Overstreet", written over a horizontal line. The signature is stylized and somewhat cursive.

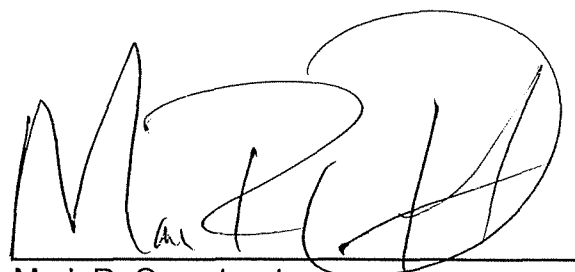
Mark R. Overstreet
STITES & HARBISON PLLC
421 West Main Street
P. O. Box 634
Frankfort, Kentucky 40602-0634
Telephone: (502) 223-3477

COUNSEL FOR KENTUCKY POWER
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing (along with redacted copies of the information for which confidential treatment is sought) was served as indicated, upon the following on this 23rd day of February, 2006.

KES Acquisition Company LLC
U.S. Route 60
Ashland, Kentucky 41102

A handwritten signature in black ink, appearing to read 'MRO', written over a horizontal line.

Mark R. Overstreet

KE057:00KE4:13701:1:FRANKFORT

Key Bank, PO Box 94825,
Cleveland OH 44101

Transit No:

Account:

Account Name:

- 8) It is recognized the electric account number associated with facility may change from time to time, and any successive electric account numbers will be applicable to this Agreement.
- 9) The Terms of this Utility Deposit Agreement represent the deposit and payment terms between the parties and supercede conflicting language or terms in Kentucky Power Tariffs or other Agreements between the parties until such date that this Agreement lapses, is terminated, cancelled or superceded.

In witness hereof the parties have signed with intent to be bound to the terms of this Agreement.

WITNESS

Karen W. Young

John H. Scheel

For
KES Acquisition Company LLC its

GENERAL MANAGER
Title

Date: 12-22-05

WITNESS _____

Enol H. Wagner

For
Kentucky Power Company its

Asst Secretary
Title

Date: 12-28-05