

421 West Main Street
Post Office Box 634
Frankfort, KY 40602-0634
[502] 223-3477
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November 9, 2012

RECEIVED

NOV 09 2012

PUBLIC SERVICE
COMMISSION

Mark R. Overstreet
(502) 209-1219
(502) 223-4387 FAX
moverstreet@stites.com

HAND DELIVERED

Jeff R. Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: Case No. 2012-00226

Dear Mr. Derouen:

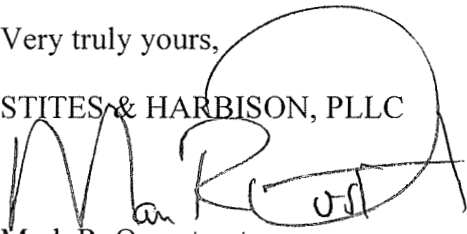
Enclosed please find and accept for filing the original and ten copies of Kentucky Power Company's Responses to the November 1, 2012 Hearing Data Requests.

By copy of this letter I am serving the Responses on counsel for Kentucky Industrial Utility Customers, Inc. and the Attorney General.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

STITES & HARBISON, PLLC


Mark R. Overstreet

MRO

cc: Michael L. Kurtz
Dennis G. Howard II

COMMONWEALTH OF KENTUCKY
BEFORE THE
PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED

NOV 09 2012

PUBLIC SERVICE
COMMISSION

IN THE MATTER OF

APPLICATION OF KENTUCKY POWER COMPANY)
TO WITHDRAW ITS TARIFF RTP PENDING)
SUBMISSION BY THE COMPANY AND APPROVAL) CASE NO. 2012-00226
BY THE COMMISSION OF A NEW REAL-TIME)
PRICING TARIFF)

**KENTUCKY POWER COMPANY RESPONSES TO COMMISSION STAFF
DATA REQUESTS FROM NOVEMBER 1, 2012 PUBLIC HEARING**

November 9, 2012

VERIFICATION

The undersigned, Ranie K. Wohnhas, being duly sworn, deposes and says he is the Managing Director Regulatory and Finance for Kentucky Power, that he has personal knowledge of the matters set forth in the forgoing responses for which he is the identified witness and that the information contained therein is true and correct to the best of his information, knowledge, and belief



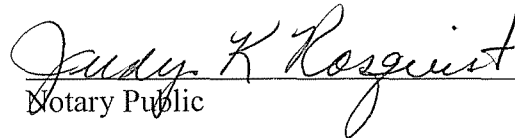
Ranie K. Wohnhas

COMMONWEALTH OF KENTUCKY)

) CASE NO. 2012-00226

COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Ranie K. Wohnhas, this the 7th day of November 2012.



Notary Public

My Commission Expires: January 23, 2013



Kentucky Power Company

REQUEST

Please provide copies of all executed real-time pricing addenda. If not included in the addenda, please provide the dates when the customers began taking service under Tariff R.T.P.

RESPONSE

Please see pages 2 through 21 of this response. Confidential treatment is being sought for portions of each addendum.

WITNESS: Ranie K Wohnhas

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated _____, 2012, supplements the electric service CONTRACT dated OCTOBER 1, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and AK STEEL CORPORATION INC., hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Ashland Works, located near Ashland, Kentucky; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Ashland Works, located near Ashland, Kentucky.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Ashland Works, located near Ashland, Kentucky, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's Ashland Works, located near Ashland, Kentucky, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's current Tariff R.T.P. and the Company's Terms and Conditions of Service,

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff C.I.P.-T.O.D. (Commercial and Industrial Power – Time-of-Day) designated by the Customer is set at 1000 kW. Usage in excess of that Contract Capacity subject to Tariff C.I.P.-T.O.D. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff C.I.P.-T.O.D. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

The term of this Addendum shall commence at 12:01 a.m. EDT on July 1, 2012 and expire at 11:59 p.m EDT on June 30, 2013. Upon expiration of this Addendum, all terms and conditions of the Contract that were modified by this Addendum shall revert to their existence and meaning prior to having been so modified.

Except as modified by this Addendum, the provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Experimental Real-Time Pricing Addendum to be duly executed the day and year first above written.

Kentucky Power Company
By: *Delinda K Borden*
Delinda Borden
Title: Manager
Date: 6/29/12

AK Steel Corporation Inc.
By: *[Signature]*
Title: *Manager Purchasing E&S*
Date: 6-11-2012

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated OCTOBER 1, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and AIR PRODUCTS AND CHEMICALS INC., hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its facility located near Ashland, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Ashland, KY, facility.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Ashland, KY, facility, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Ashland, KY, facility, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff C.I.P.-T.O.D. (Commercial and Industrial Power – Time-of-Day) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff C.I.P.-T.O.D. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff C.I.P.-T.O.D. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed

██████████

The term of this Addendum shall commence at 12:01 a.m. EDT on July 1, 2012 and expire at 11:59 p.m EDT on June 30, 2013. Upon expiration of this Addendum, all terms and conditions of the Contract that were modified by this Addendum shall revert to their existence and meaning prior to having been so modified.

Except as modified by this Addendum, the provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Experimental Real-Time Pricing Addendum to be duly executed the day and year first above written.

Kentucky Power Company
By: Delinda K. Borden
Delinda Borden
Title: Manager
Date: 6/26/2012

AS

Air Products and Chemicals Inc.
By: Steven P. Pastore
Steven P. Pastore
Title: Director, Global Energy Supply
Date: 20 June 2012

Account Number: ██████████

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated May 11th, 2012, supplements the electric service CONTRACT dated OCTOBER 1, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and CATLETTSBURG REFINING, LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff).

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its refinery located near Catlettsburg, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Catlettsburg, KY, refinery.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Catlettsburg, KY refinery, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein.

The Company agrees to provide service for the Customer's facilities at its Catlettsburg, KY, refinery, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.


This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff C.I.P.-T.O.D. (Commercial and Industrial Power – Time-of-Day) designated by the Customer is set at 7,500 kW. Usage in excess of that Contract Capacity subject to Tariff C.I.P.-T.O.D. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff C.I.P.-T.O.D. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

The term of this Addendum shall commence at 12:01 a.m. EDT on July 1, 2012 and expire at 11:59 p.m EDT on June 30, 2013. Upon expiration of this Addendum, all terms and conditions of the Contract that were modified by this Addendum shall revert to their existence and meaning prior to having been so modified.

Except as modified by this Addendum, the provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Experimental Real-Time Pricing Addendum to be duly executed the day and year first above written.

Kentucky Power Company
By: Delinda K. Borden
Delinda Borden
Title: Manager
Date: 6/29/12

Catlettsburg Refining LLC
By: James E. Cantrell 
JAMES E. CANTRELL
Title: DIVISION MANAGER
Date: 6/11/2012

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated June 28, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Perry Compressor Station, Jeff, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Perry Compressor Station, Jeff, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Perry Compressor Station, Jeff, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Perry Compressor Station, Jeff, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff QP. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

The term of this Addendum shall commence at 12:01 a.m. EDT on July 1, 2012 and expire at 11:59 p.m EDT on June 30, 2013. Upon expiration of this Addendum, all terms and conditions of the Contract that were modified by this Addendum shall revert to their existence and meaning prior to having been so modified.

Except as modified by this Addendum, the provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Experimental Real-Time Pricing Addendum to be duly executed the day and year first above written.

Kentucky Power Company
By: Robert Shurtleff
Robert Shurtleff
Title: Manager
Date: 6-28-12

EQT GATHERING LLC
By: Chris Alters
CHRIS ALTERS
Title: VP OPERATIONS
Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated June 29, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Right Beaver Compressor Station, Dema, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Right Beaver Compressor Station, Dema, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Right Beaver Compressor Station, Dema, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Right Beaver Compressor Station, Dema, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff QP. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

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Kentucky Power Company

By: Robert Shurtleff

Robert Shurtleff

Title: Manager

Date: 6-28-12

EQT GATHERING LLC

By: Chris Akers *pat*

CHRIS AKERS

Title: VP OPERATIONS

Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated June 28, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING EQUITY LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Jenkins Compressor Station, Jenkins, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Jenkins Compressor Station, Jenkins, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Jenkins Compressor Station, Jenkins, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Jenkins Compressor Station, Jenkins, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff Q.P. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

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Kentucky Power Company
By: Robert Shurtleff
Robert Shurtleff
Title: Manager
Date: 6-28-12

EQT GATHERING EQUITY LLC
By: Chris Akers per
CHRIS AKERS
Title: VP Operations
Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012 supplements the electric service CONTRACT dated June 28, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Myra Compressor Station, Myra, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Myra Compressor Station, Myra, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Myra Compressor Station, Myra, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Myra Compressor Station, Myra, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff QP. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

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Kentucky Power Company
By: Robert Shurtleff
Robert Shurtleff
Title: Manager
Date: 6-28-12

EQT GATHERING LLC
By: Chris Aikers
CHRIS AIKERS
Title: VP OPERATIONS
Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated June 29, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Blackberry Compressor Station, Ransom, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Blackberry Compressor Station, Ransom, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Blackberry Compressor Station, Ransom, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Blackberry Compressor Station, Ransom, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff Q.P. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

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Kentucky Power Company
By: Robert Shurtleff
Robert Shurtleff
Title: Manager
Date: 6-28-12

EQT GATHERING LLC
By: Chris Akers
CHRIS AKERS PART
Title: VP OPERATIONS
Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated June 28, 2010, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Rockhouse Compressor Station, Kimper, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Rockhouse Compressor Station, Kimper, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Rockhouse Compressor Station, Kimper, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Rockhouse Compressor Station, Kimper, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff QP. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

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Kentucky Power Company
By: Robert Shurtleff
Robert Shurtleff
Title: Manager
Date: 6-28-12

EQT GATHERING LLC
By: Chris Allens ^{POD}
CHRIS ALLENS
Title: VP OPERATIONS
Date: 6/14/12

Account Number: [REDACTED]

ADDENDUM
EXPERIMENTAL REAL-TIME PRICING

This ADDENDUM, dated June 13, 2012, supplements the electric service CONTRACT dated February 29, 2012, by and between KENTUCKY POWER COMPANY, hereafter called the Company, and EQT GATHERING EQUITY LLC, hereafter called the Customer, and sometimes collectively referred to as the "Parties", providing for service under the Company's Tariff R.T.P. (Experimental Real-Time Pricing Tariff)..

W I T N E S S E T H:

WHEREAS, the Customer is an existing customer of the Company that owns facilities at its Oliver Compressor Station, Avawam, KY; and

WHEREAS, the Customer has requested service under the Company's Tariff R.T.P. for the facilities at the Customer's Oliver Compressor Station, Avawam, KY.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions herein, the Parties agree as follows:

The Customer represents and agrees that it owns the facilities at its Oliver Compressor Station, Avawam, KY, that it meets the criteria to qualify for Tariff R.T.P., as approved by and on file with the Kentucky Public Service Commission ("Commission"), and that it has the ability to monitor and respond to real-time prices in the wholesale electricity market. A copy of the Company's current Tariff R.T.P. (Experimental Real-Time Pricing Service) is attached hereto and incorporated herein..

The Company agrees to provide service for the Customer's facilities at its Oliver Compressor Station, Avawam, KY, as that service is defined in the Company's Tariff R.T.P. and the Customer agrees to pay for such service, in accordance with, at the rates specified in, and subject to the terms and conditions of service applicable, as specified in the Company's then current Tariff R.T.P. and the Company's Terms and Conditions of Service, or any successor thereto approved by and on file with the Commission.

This Addendum covers the provision of service for the Customer's facility, for which the Contract Capacity subject to Tariff Q.P. (Quantity Power) designated by the Customer is set at 0 kW. Usage in excess of that Contract Capacity subject to Tariff Q.P. shall be billed under Tariff R.T.P. It is understood and agreed the Total Contract Capacity, which is defined as the Contract Capacity subject to Tariff QP. plus the Contract Capacity subject to Tariff R.T.P., shall not exceed [REDACTED]

The term of this Addendum shall commence at 12:01 a.m. EDT on July 1, 2012 and expire at 11:59 p.m EDT on June 30, 2013. Upon expiration of this Addendum, all terms and conditions of the Contract that were modified by this Addendum shall revert to their existence and meaning prior to having been so modified.

Except as modified by this Addendum, the provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Experimental Real-Time Pricing Addendum to be duly executed the day and year first above written.

Kentucky Power Company
By: Michael G. Lasslo
Michael G. Lasslo
Title: Manager
Date: 6/28/2012

EQT GATHERING EQUITY LLC
By: Chris Akers ^{POA}
CHRIS AKERS
Title: VP OPERATIONS
Date: 6/14/12

Account Number: [REDACTED]

Kentucky Power Company

REQUEST

Please provide copies of the QP or CIP-TOD contracts for all customers currently taking service under Tariff RTP.

RESPONSE

Please see pages 2 through 12 of this response. Confidential treatment is being sought for portions of each contract.

WITNESS: Ranie K. Wohnhas

This Contract, entered into this **14th day of February, 2011** by and between **Kentucky Power Company**, hereafter called the **Company**, and **Air Products and Chemicals Inc**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the **Customer**,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of **12** month(s) from the time such service is commenced, and continuing thereafter until terminated upon **12** months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **2/1/2011**.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered Customer's [REDACTED] **substation**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located Customer's [REDACTED] **station structure**.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's **Tariff COMM/IND POWER TOD SUBTRAN, Code 371**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's **Tariff COMM/IND POWER TOD SUBTRAN, Code 371**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand. The amount of capacity requested during the off-peak period is [REDACTED]

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company


By: Delinda Borden

Delinda Borden

Title: **Manager**

Date: 7/29/2011

Account Number: [REDACTED]

 **Air Products and Chemicals Inc**

By: Steven P. Pastore

Steven P. Pastore

Title: **Director, Global Energy Supply**

Date: 13 June 2011

This Contract, entered into this 1st day of October, 2010 by and between **Kentucky Power Company**, hereafter called the Company, and **Catlettsburg Refining LLC**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at [REDACTED].

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be 10/1/2010.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered at bottom terminals of the source side disconnect switches for customer's breaker A in Leach Station, on the dead-end insulator assemblies terminating customer's [REDACTED] circuit exiting England Hill Station, and at customer's first [REDACTED] V structure after [REDACTED] in [REDACTED], which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located [REDACTED].

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **COMM/IND POWER TOD SUBTRAN, Code 371**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **COMM/IND POWER TOD SUBTRAN, Code 371**, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Delinda Borden

Delinda Borden

Title: Manager

Date: 11/11/10

Account Number: [REDACTED]

Catlettsburg Refining LLC

By: James E. Cantrell

JAMES E. CANTRELL
Title: DIVISION MANAGER

Date: 10/15/2010



This Contract, entered into this 29th day of January 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and AK Steel Corporation, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at [REDACTED].

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 0 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be January 29, 2001.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered deadend assemblies for AK Steel #1 & #2 circuits on customer's main outdoor substation structure, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located [REDACTED] Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff Comm/Ind Power Tod - Subtran, code 371. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff Comm/Ind Power Tod - Subtran, code 371, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is [REDACTED]

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

AK Steel Corporation

By: _____

By: R. F. Kramer

Mark A. Gundelfinger

Robert F. Kramer

Title: Manager

Title: MANAGER, PURCHASING

Date: _____

Date: 23 JAN 2002

Account Number: [REDACTED]

This Contract, entered into this 29th day of January 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and AK Steel Corporation, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at [REDACTED].

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 0 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be January 29, 2001.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered deadend assemblies for AK Steel #1 & #2 circuits on customer's main outdoor substation structure, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff Comm/Ind Power Tod - Subtran, code 371. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff Comm/Ind Power Tod - Subtran, code 371, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is [REDACTED].

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supercedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

AK Steel Corporation

By: Mark A. Gundelfinger

By: _____

Mark A. Gundelfinger

Title: Manager

Title: _____

Date: 11/20/03
Account Number: [REDACTED]

Date: _____

This Contract, entered into this 28th day of June, 2010 by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering Equity, LLC**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Jenkins** [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be 6/5/2010.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered to Customer's service pole from Company's [REDACTED], which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on Company pole [REDACTED]

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Robert Shurtleff

Robert Shurtleff

Title: **Manager**

Date: 7-10-10

Account Number: [REDACTED]

EQT Gathering Equity, LLC

By: Christopher Akers

Christopher Akers

Title: **Senior Vice-President Midstream Operations**

Date: 6/29/10

This Contract, entered into this **29th day of June, 2010** by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering, LLC**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Blackberry Compressor Station** [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of **12** month(s) from the time such service is commenced, and continuing thereafter until terminated upon **12 months'** written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **6/18/2010**.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered to **Customer's service pole from Company meter pole**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on **Company meter pole** [REDACTED].

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Robert Shurtleff

Robert Shurtleff

Title: **Manager**

Date: 7-10-10

Account Number: [REDACTED]

EQT Gathering, LLC

By: Christopher Akers

Christopher Akers

Title: **Senior Vice-President Midstream Operations**

Date: 6/29/10

This Contract, entered into this 28th day of June, 2010 by and between **Kentucky Power Company**, hereafter called the Company, and [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Myra** [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **6/18/2010**.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered to **Customer's service pole from Company meter pole**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on **Company meter pole** [REDACTED]

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Robert Shurtleff

Robert Shurtleff

Title: **Manager**

Date: 7-10-10

Account Number: [REDACTED]

EQT Gathering, LLC

By: Christopher Akers

Christopher Akers

Title: **Senior Vice-President Midstream Operations**

Date: 6/29/10

This Contract, entered into this 28th day of June, 2010 by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering, LLC**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Perry** [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **6/26/2010**.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED], and it shall be delivered to **Customer's service pole from Company meter pole**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on **Company meter pole** [REDACTED]

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED] If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Robert Shurtleff
Robert Shurtleff

Title: **Manager**

Date: 7-10-10

Account Number: [REDACTED]

EQT Gathering, LLC

By: Christopher Akers
Christopher Akers

Title: **Senior Vice-President Midstream Operations**

Date: 6/29/10

This Contract, entered into this 28th day of June, 2010 by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering, LLC**, [REDACTED] or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Rockhouse** [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of **24** month(s) from the time such service is commenced, and continuing thereafter until terminated upon **12** months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **6/26/2010**.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED]e, and it shall be delivered to **Customer's service pole from Company's meter pole**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at **Company's meter pole** [REDACTED].

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER SUBTRANSMISSION, Code 359**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER SUBTRANSMISSION, Code 359**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Robert Shurtleff
Robert Shurtleff

Title: **Manager**

Date: 7-10-10
3

Account Number: [REDACTED]

EQT Gathering, LLC

By: Christopher Akers
Christopher Akers

Title: **Senior Vice-President Midstream Operations**

Date: 6/27/10

This Contract, entered into this **29th day of June, 2010** by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering, LLC**, [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Right Beaver** [REDACTED] Y.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of **12** month(s) from the time such service is commenced, and continuing thereafter until terminated upon **12** months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **6/9/2010**.

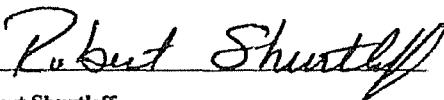
The electric energy delivered hereunder shall be alternating current at approximately [REDACTED] and it shall be delivered to **Customer's service pole from Company meter pole**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on **Company meter pole** [REDACTED].

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, Code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company


By: 
Robert Shurtleff

Title: Manager

Date: 7-10-10

Account Number: [REDACTED]

EQT Gathering, LLC

By: 
Christopher Akers

Title: Senior Vice-President Midstream Operations

Date: 6/29/10

This Contract, entered into this 29th day of February, 2012 by and between Kentucky Power Company, hereafter called the Company, and Eqt Gathering Equity Llc [REDACTED], or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Customer's Oliver [REDACTED]

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be 7/31/2012.

The electric energy delivered hereunder shall be alternating current at approximately [REDACTED] and it shall be delivered to Customer's service pole from Company meter pole, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located on Company meter pole [REDACTED]

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER PRIMARY, Code 358. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER PRIMARY, Code 358, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the Tariff chosen by the Customer is replaced by a new or revised Tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariff named herein is hereby fixed at [REDACTED]. If a time-of-day demand is available under the Tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariff minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: Michael G. Lasslo

Michael G. Lasslo

Title: Manager, Customer Services

Date: 5/25/2012

Account Number: [REDACTED]

Eqt Gathering Equity Llc

By: Christopher Akers

Christopher Akers

Title: Senior Vice-President Midstream Operations

Date: 5/14/12

Kentucky Power Company

REQUEST

For the months of July, August, September, and October (for billings as of October 31, 2012), please provide for each customer taking service under Tariff R.T.P.:

- (a) the amounts the customer was billed under Tariff R.T.P.; and
- (b) the amounts the customer would have been billed under the otherwise applicable Q.P. or C.I.P.-T.O.D. Tariff.

RESPONSE

a-b). Since customers began taking service under Tariff R.T.P. on July 1, 2012, Kentucky Power revenues from the ten customers taking service under Tariff R.T.P. were \$3.6 million less than what they would have been under the otherwise applicable Q.P. or C.I.P. - T.O.D Tariff as shown below:

<u>Month</u>	<u>Revenue Under Standard Tariff</u>	<u>Revenue Under Tariff R.T.P.</u>	<u>Difference</u>
July	\$6,035,171	\$6,141,088	\$105,917
August	\$6,575,844	\$5,371,283	(\$1,204,561)
September	\$6,513,850	\$5,267,713	(\$1,246,137)
October	<u>\$7,206,934</u>	<u>\$5,900,634</u>	<u>(\$1,306,300)</u>
Total	\$26,331,799	\$22,680,718	(\$3,651,081)

Please see Attachment 1 of this response for detail by customer. Confidential treatment is being sought for portions of Attachment 1.

WITNESS: Ranie K. Wohnhas

Kentucky Power
Tariff RTP vs. Standard Tariff Billing Comparison
July, August, September, and October Billing

Customer	July 2012 Billing			August 2012 Billing		
	Tariff CIP/QP Revenue	Tariff RTP Revenue	Gain or (Loss)	Tariff CIP/QP Revenue	Tariff RTP Revenue	Gain or (Loss)
Air Products & Chemical Inc. - Ashland Plant						
AK Steel Corp - Ashland Russell Rd						
Catlettsburg Refining LLC - Catlettsburg US 23 S						
EQT Gathering Equity LLC - Jenkins Compressor Station						
EQT Gathering Equity LLC - Oliver Compressor Station						
EQT Gathering LLC - Blackberry Compressor Station						
EQT Gathering LLC - Myra Compressor Station						
EQT Gathering LLC - Perry Compressor Station						
EQT Gathering LLC - Right Beaver Compressor Station						
EQT Gathering LLC - Rockhouse Compressor Station						
Total	\$ 6,035,171.07	\$ 6,141,088.12	\$ 105,917.05	\$ 6,575,844.45	\$ 5,371,282.82	\$ (1,204,561.63)

Customer	September 2012 Billing			October 2012 Billing		
	Tariff CIP/QP Revenue	Tariff RTP Revenue	Gain or (Loss)	Tariff CIP/QP Revenue	Tariff RTP Revenue	Gain or (Loss)
Air Products & Chemical Inc. - Ashland Plant						
AK Steel Corp - Ashland Russell Rd						
Catlettsburg Refining LLC - Catlettsburg US 23 S						
EQT Gathering Equity LLC - Jenkins Compressor Station						
EQT Gathering Equity LLC - Oliver Compressor Station						
EQT Gathering LLC - Blackberry Compressor Station						
EQT Gathering LLC - Myra Compressor Station						
EQT Gathering LLC - Perry Compressor Station						
EQT Gathering LLC - Right Beaver Compressor Station						
EQT Gathering LLC - Rockhouse Compressor Station						
Total	\$ 6,513,850.13	\$ 5,267,713.04	\$ (1,246,137.09)	\$ 7,206,933.66	\$ 5,900,633.74	\$ (1,306,299.92)

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
NOV 09 2012
PUBLIC SERVICE
COMMISSION

In the Matter of:

The Application of Kentucky Power)
Company to Withdraw Its Tariff RTP)
Pending Submission by the Company) Case No. 2012-00226
And Approval by the Commission of)
a New Real-Time Pricing Tariff)

* * * * *

PETITION FOR CONFIDENTIAL TREATMENT

Kentucky Power Company (“Kentucky Power”) moves the Commission pursuant to 807 KAR 5:001, Section 7, for an Order granting confidential treatment to Kentucky Power’s November 9, 2012 response to the Commission’s Post-Hearing Data Requests 1 through 3.

Pursuant to 807 KAR 5:001 an original of the responses for which confidential treatment is sought is filed separately. In addition, ten redacted copies of the subject responses are included with the remaining filings.

A. The Requests And The Statutory Standards.

The data requests call for confidential information, consisting of customer-specific information concerning purchases of electricity from Kentucky Power, customer contract information, as well as details of customer accounts with Kentucky Power. Specifically the data requests seek the following information:

1. Please provide copies of all executed real-time pricing addenda. If not included in the addenda, please provide the dates when the customers began taking service under Tariff RTP.
2. Please provide copies of the QP or CIP-TOD contracts for all customers currently taking service under Tariff RTP.

3. For the months of July, August, September, and October (for billings as of October 31, 2012) please provide for each customer taking service under Tariff RTP: (a) the amounts the customer was billed under Tariff RTP; and (b) the amounts the customer would have been billed under the otherwise applicable QP or CIP-TOD tariff.

Kentucky Power does not object to providing to the Commission the data sought in Post-Hearing Data Requests 1 through 3. However, the information should be afforded confidential treatment.

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

Upon and after July 15, 1992, records confidentially disclosed to an agency or required to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records.

Moreover, KRS 61.878(1)(a) excludes:

Public records containing information of a personal nature where the public disclosure thereof would constitute a clearly unwarranted invasion of personal privacy.

These exceptions apply to the Commission's Post-Hearing Data Requests 1 through 3.

B. The Nature of Kentucky Power's Injury That Will Result From Disclosure Of The Confidential Information.

1. Customer-Specific Information.

The customer-specific information for which confidential treatment is being sought includes the energy usage and cost for industrial entities in competitive markets such as petroleum refining, steel production, retail, and chemical manufacture. Energy costs can represent a substantial portion of the cost of the customers' products. Such information, as well as customer specific information such as account numbers, is considered confidential information by the parties to those contracts.

Disclosure of this information will place the energy costs and usage of the industrial customers in the public domain and thereby place the customers at a commercial disadvantage by making their cost information available. The threat of these disclosures could have the effect of discouraging the parties represented by KIUC and other industrial and commercial customers from locating or expanding in Kentucky Power's service territory.

C. The Information Is Generally Recognized As Confidential and Proprietary.

First, the records to be filed with the Commission are "generally recognized as confidential or proprietary." The requests at issue in this motion call for sensitive information that is treated as confidential by Kentucky Power and its customers. Dissemination of the information for which confidential treatment is being requested is restricted by Kentucky Power and AEPSC. The Company and AEPSC take all reasonable measures to prevent its disclosure to the public as well as persons within the Company who do not have a need for the information.

D. Disclosure Of The Information Will Result In An Unfair Commercial Disadvantage To Kentucky Power.

In general, the disclosure of the confidential information will place Kentucky Power at an unfair commercial disadvantage. As set forth above, energy costs represent a significant component of the costs of operation for many of Kentucky Power's large industrial customers. These customers require Kentucky Power to maintain this information as confidential, presumably because public dissemination would place them at a commercial disadvantage vis-à-vis their competitors. If this information is required to be disclosed publicly then industrial customers will be less likely to locate or expand in Kentucky Power's service territory. The impaired ability to attract such customers will place Kentucky Power at a competitive disadvantage as compared to electric utilities in other jurisdictions that may not be subject to this disclosure requirement.

E. The Information Is Required To Be Disclosed To An Agency.

The records requested in the Commission's Post-Hearing Data Requests 1 through 3 are by the terms of the requests required to be disclosed to the Commission, a "public agency" as that term is defined at KRS 61.870(1). Kentucky Power acknowledges the customer information at issue is subject to Commission review, and that parties to this proceeding should have access to the information sought by Staff and KIUC. Any filing, however, should be subject to a confidentiality order and any party requesting such information should enter into a confidentiality agreement. If such an agreement cannot be reached, the information should be subject to a protective order issued pursuant to 807 KAR 5:001, Section 7(5)(b).

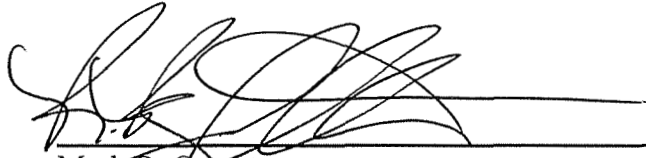
F. The Information is Personal to Kentucky Power's Customers and Public Disclosure would Impair Reasonable Privacy Expectations.

In addition to the risk of competitive injury to Kentucky Power set forth above, disclosure of the customer-specific information at issue in the Commission's Post-Hearing Data Requests 1 through 3 would violate the reasonable privacy expectations of the customers. Kentucky Power's customers require the Company to maintain this information as confidential. They have no expectation that the information will be publicly disclosed. Moreover, no public interest is served through the disclosure of the energy purchases made by private parties.

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 Commission's Post-Hearing Data Requests 1 through 3; and
2. Granting Kentucky Power all further relief to which it may be entitled.

Respectfully submitted,



Mark R. Overstreet
R. Benjamin Crittenden
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P. O. Box 634
Frankfort, Kentucky 40602-0634
Telephone: (502) 223-3477

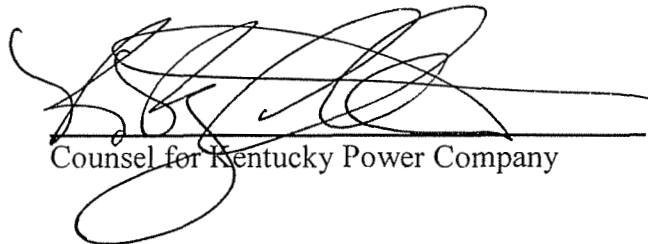
COUNSEL FOR KENTUCKY POWER
COMPANY

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 by first class mail, postage prepaid, upon the following parties of record, this 9th day of November, 2012.

Jennifer B. Hans
Dennis Howard II
Lawrence W. Cook
Assistant Attorneys General
Office for Rate Intervention
P. O. Box 2000
Frankfort, KY 40602-2000

Michael L. Kurtz
Kurt J. Boehm
Boehm, Kurtz & Lowry
Suite 1510
36 East Seventh Street
Cincinnati, OH 45202



Counsel for Kentucky Power Company