

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

The Application of Kentucky Power Company for:)	
(1) A General Adjustment of Its Rates for Electric)	
Service; (2) An Order Approving Its 2014)	Case No. 2014-00396
Environmental Compliance Plan; (3) An Order)	
Approving Its Tariffs and Riders; and (4) An Order)	
Granting All Other Required Approvals and Relief)	

SETTLEMENT AGREEMENT

This Settlement Agreement, made and entered into this 30th day of April, 2015, by and among Kentucky Power Company (“Kentucky Power”); Kentucky Industrial Utility Customers, Inc. (“KIUC”); and Kentucky School Boards Association (“KSBA”) (collectively Kentucky Power, KSBA, and KIUC are “Signatory Parties”).

W I T N E S S E T H:

WHEREAS, on December 23, 2014 Kentucky Power filed an application pursuant to KRS 278.190, KRS 278.183, and the rules and regulations of the Public Service Commission of Kentucky, seeking an annual increase in retail electric rates and charges totaling \$69,977,002, seeking approval of its 2014 Environmental Compliance Plan, and further seeking authority to implement or amend certain tariffs; and

WHEREAS, KIUC and KSBA filed motions for full intervention in P.S.C. Case No. 2014-00396. The Commission granted the intervention motions. Collectively the KIUC and KSBA are referred to in this Settlement Agreement as the “Settling Intervenors;”

WHEREAS, the Attorney General, Commonwealth of Kentucky filed a motion to intervene. The Attorney General, who is not a party to this agreement, also was granted leave to intervene; and

WHEREAS, Wal-Mart Stores East, LP and Sam's East, Inc. ("Wal-Mart") filed a motion to intervene and were granted full intervention. Although not a signatory to this agreement, Wal-Mart has indicated it intends to file a statement in the record indicating that it has no objection to the Settlement Agreement, and that it is unaware of any reason the Commission should not adopt and approve this Agreement in its entirety;

WHEREAS, certain of the Settling Intervenors, Wal-Mart, and the Attorney General in P.S.C. Case No. 2014-00396 filed written testimony raising issues regarding Kentucky Power's Rate Application;

WHEREAS, Kentucky Power, the Attorney General, Wal-Mart, and the Settling Intervenors have had a full opportunity for discovery, including the filing of written data requests and responses;

WHEREAS, Kentucky Power offered the Settling Intervenors, Wal-Mart, and the Attorney General, along with Commission Staff, the opportunity to meet and review the issues presented by Kentucky Power's application in this proceeding and for purposes of settlement;

WHEREAS, by Order dated August 31, 2014, the Commission initiated Case No. 2014-00225 to review of the operation of Kentucky Power's fuel adjustment clause during the period November 1, 2013 through April 30, 2014. KIUC and the Attorney General were granted leave to intervene in Case No. 2014-00225, took discovery, filed testimony, and participated fully in Case No. 2014-00225;

WHEREAS, the Commission on January 22, 2015 entered its Order in Case No. 2014-00225;

WHEREAS, Kentucky Power (Civil Action No. 15-CI-00168), the Attorney General (Civil Action No. 15-CI-00180), and KIUC (Civil Action No. 15-CI-00190) filed appeals to the

Franklin Circuit Court challenging aspects of the Commission's January 22, 2015 Order in Case No. 2014-00225. In addition, KIUC and the Attorney General each filed counterclaims in Kentucky Power's appeal (Civil Action No. 15-CI-00168) raising in that action the issues raised in their separate appeals. Further, the Attorney General also filed a cross-claim in the KIUC appeal (Civil Action No. 15-CI-00168) raising the issues raised in its original appeal;

WHEREAS, there currently is pending before the Commission Case No. 2014-00450. Commission Case No. 2014-00450 is a two-year review of the operation of the Company's fuel adjustment clause, and includes the six-month period at issue in Commission Case No. 2014-00225;

WHEREAS, the Signatory Parties have reviewed the issues raised in P.S.C. Case No. 2014-00396, and the Signatory Parties have reached a settlement of the case, including the issues raised therein;

WHEREAS, Kentucky Power and KIUC are desirous of resolving the issues raised in their appeals of the Commission's January 22, 2015 Order in Case No. 2014-00225, as well as the matters before the Commission in Case No. 2014-00450, in connection with the resolution of this case;

WHEREAS, although not a signatory to this agreement, the Attorney General has indicated he is willing to resolve his appeal of the January 22, 2015 Order of the Commission in Case No. 2014-00225 in accordance with the agreement reached herein by KIUC and Kentucky Power to resolve their appeals of that Order;

WHEREAS, the Signatory Parties execute this Settlement Agreement for purposes of submitting it to the Kentucky Public Service Commission for approval pursuant to KRS 278.190

and KRS 278.183, and for further approval by the Commission of the rate increase, rate structure and tariffs as described herein; and

WHEREAS, the Signatory Parties believe that this Settlement Agreement provides for fair, just and reasonable rates,

NOW, THEREFORE, for and in consideration of the mutual premises set forth above, and the agreements and covenants set forth herein, Kentucky Power and the Settling Intervenors hereby agree as follows:

1. General Rate Change.

Effective for service rendered on or after June 30, 2015 (the first day of the July 2015 billing cycle) Kentucky Power shall implement a rate adjustment sufficient to generate additional annual retail revenues of \$45.4 million based on the September 30, 2014 test year used by Kentucky Power in the Rate Application. The \$45.4 million rate adjustment represents the net effect of the decrease in base rates described below and the establishment or modification of Tariff B.S.1.O.R., Tariff B.S.R.R., Tariff E.S., and the Economic Development Surcharge (“K.E.D.S.”)

(a) The new base retail rates to be effective June 30, 2015 result in a decrease of \$23.0 million in the amount to be recovered through base rates as illustrated on **EXHIBIT 1** to this Settlement Agreement. The \$23.0 million decrease in base retail rates was allocated across all tariff classes.

(b) Kentucky Power agrees to design rates and tariffs, including the addition or modification of Tariff B.S.1.O.R., Tariff B.S.R.R., K.E.D.S., and Tariff E.S, that will generate an additional \$45.4 million in retail rates, as illustrated on **EXHIBIT 1** to this Settlement

Agreement, based on the September 30, 2014 test year used by Kentucky Power in the Rate Application.

(i) As part of the Commission's consideration of the reasonableness of this Settlement Agreement, the tariffs designed in accordance with this subparagraph shall be filed with the Commission and served on counsel for all parties to this case no later than April 30, 2015.

(ii) Within ten days of the entry of the Commission's Order approving without modification this Settlement Agreement and the rates and thereunder, Kentucky Power shall file with the Commission signed copies of the tariffs in conformity with 807 KAR 5:011.

(c) Except as provided in Paragraph 8(f), the new base retail rates reflecting the \$23.0 million decrease in base retail rates shall remain in effect until the Commission's Order modifying the Company's base retail rates in Kentucky Power's next base rate case. The rates established in Tariff B.S.1.O.R., Tariff B.S.R.R., and Tariff E.S, as further described below, shall be modified from time to time in accordance with the provisions of those tariffs.

2. Rate of Return On Equity For Certain Purposes.

Kentucky Power shall be authorized a 10.25% return on equity that will be utilized in Tariff E.S., Tariff B.S.R.R., Tariff B.S.1.O.R., for purposes of determining the Weighted Average Cost of Capital ("WACC"), and accounting for the allowance for funds used during construction ("AFUDC").

3. Capitalization and Gross Revenue Conversion Factor.

Kentucky Power shall utilize a WACC of 7.34% and a gross revenue conversion factor ("GRCF") of 1.616424. The calculation of the WACC reflects no short term debt. This WACC and GRCF shall remain constant until such time as the Commission sets base rates in the

Company's next base rate case proceeding. The calculations of the WACC and GRCF are shown on **EXHIBITS 2 AND 3**, respectively.

4. Kentucky Power's Tariff E.S.

Kentucky Power's 2014 Environmental Compliance Plan is approved. The annual baseline level for environmental cost recovery under the tariff shall be \$34,902,677, and the monthly baseline amounts shall be as set forth in **EXHIBIT 4** to this Settlement Agreement. In accordance with paragraph 6 of the July 2, 2013 Stipulation and Settlement Agreement in Case No. 2012-00578, as approved by the Commission's October 7, 2013 Order, all costs associated with Mitchell Units 1 and 2 Flue Gas Desulfurization equipment have been excluded from base rates and the environmental baseline level and shall be recovered exclusively through Tariff E.S. Except as modified herein, Tariff E.S. is approved as filed.

5. Kentucky Power's Tariff S.S.C.

Tariff S.S.C. is approved as filed with the Company's application in this case, effective the first billing cycle of July, 2015 with the following modifications:

(a) Effective for service rendered in the first billing cycle of July 2015 (beginning June 30, 2015), any over or under difference between each month's actual off-system sales margins and the monthly baseline shall be shared between the customers and Kentucky Power on a 75% (customer)/25% (Kentucky Power) basis.

(b) Effective for service rendered in the first billing cycle of July 2015 (beginning June 30, 2015), the sharing of off-system sales margins shall be calculated using an annual baseline of \$15,136,000. Tariff S.S.C., as conformed to reflect the modifications described herein is attached as **EXHIBIT 5** and shall be approved. The monthly amounts shall be as set forth in **EXHIBIT 5** of this Settlement Agreement. The monthly off-system sales margin

baseline amounts include and monthly actual off-system sales margins shall be calculated utilizing the methodology for allocating no load costs described in Paragraph 11 of this Agreement.

(c) Consistent with the practice prior to the suspension of the sharing of system sales margins effective January 1, 2014, the Tariff S.S.C. credit (charge) applicable to customers' bills in any month shall be calculated using the actual off-system sales margins for the calendar month two months prior to the billing month. For purposes of clarity, the off-system sales margins for the July 2015 and August 2015 billing cycles shall be calculated using the May 2015 and the June 2015 actual off-system sales margins, respectively.

6. Tariff B.S.R.R.

(a) The Company's Big Sandy Retirement Rider ("Tariff B.S.R.R.") as set forth in **EXHIBIT 6** to this Settlement Agreement shall be approved.

(b) The initial B.S.R.R. revenue requirement shall not include any estimated Big Sandy Retirement Costs. The calculation of the initial B.S.R.R. revenue requirement is set forth in **EXHIBIT 7** to this Settlement Agreement.

(c) Subject to review by the Commission as set forth below, the B.S.R.R. rate shall be modified annually effective cycle 1 of the October billing cycle of each year.

(d) Actual retirement related costs incurred subsequent to June 30, 2015 shall be deferred and added as they are incurred to the unamortized B.S.R.R. regulatory asset. The calculation of the pre-tax carrying charge on the unamortized balance of the B.S.R.R. regulatory asset will be determined net of related B.S.R.R. Accumulated Deferred Incomes Taxes ("ADIT"). The monthly B.S.R.R. revenues that exceed the current month pre-tax WACC carrying charges on the unamortized balance of the B.S.R.R. regulatory asset (including both the unamortized B.S.R.R. costs initially included in the B.S.R.R. revenue requirement and the post-

June 30, 2015 actual retirement-related costs subsequently deferred) will be used to reduce the unamortized B.S.R.R. costs to be recovered. The pre-tax WACC rate initially used to develop the pre-tax WACC carrying charges shall be as set forth in **EXHIBIT 2**; the pre-tax WACC rate used to develop the pre-tax WACC carrying charges shall be re-established in each of the Company's base rate cases. The calculation of the B.S.R.R. revenue requirement, and corresponding rate as shown on **EXHIBIT 6**, will be performed in a manner to recover all actual B.S.R.R. incurred costs including related pre-tax WACC carrying charges on the unamortized B.S.R.R. balance over the remaining life of the 25-year amortization period (2040).

(e) The Company shall file for review by the Commission no later than August 15 of each year the amount of actual Big Sandy Retirement Costs, including the pre-tax WACC carrying charge, incurred between July 1 of the prior year and June 30 of the current year, and supporting documentation. A copy of the annual filing shall be served on counsel for all parties to this proceeding. The Company's annual filing shall also provide the June 30 current year unamortized balance of the B.S.R.R. regulatory asset and the corresponding rate as shown on **EXHIBIT 6**. The annual B.S.R.R. filings will reflect revised B.S.R.R. rates to recover the unamortized B.S.R.R. costs, including the pre-tax WACC carrying charges, over the remaining life of the 25-year amortization period (2040). The amended B.S.R.R. rate shall become effective cycle 1 of the October billing cycle of each year, subject to any adjustments made by the Commission.

(f) If required at the conclusion of the final year of the 25-year collection period to recover completely any remaining unamortized balance of the B.S.R.R. regulatory asset, to recover all actual retirement costs in the final year of the 25 year collection period, and to true-up any over or under-recovery, a final one-year B.S.R.R. rate shall be established.

7. Tariff B.S.1.O.R.

The Company's Tariff B.S.1.O.R. attached as **EXHIBIT 8** shall be approved.

8. Distribution System Reliability –Vegetation Management.

Effective July 1, 2015, Kentucky Power's existing Distribution Vegetation Management Plan (approved by the Commission's June 29, 2010 Order in Case No. 2009-00459) shall be modified as described below, and the Company shall make the following expenditures for Distribution Vegetation Management with respect to distribution system reliability:

(a) Kentucky Power agrees to implement Scenario 2 as described at pages 25-26 of the direct testimony of Company Witness Everett G. Phillips in this case, as further modified as described in the Company's response to KPSC 3-7 and to align the expenditures to match the increased revenues to be provided beginning approximately July 1, 2015 as a result of the Commission's Order approving this Settlement Agreement. The effect of the alignment of the increased revenues with increased expenditures is to shift the expenditures six months into the future from that illustrated in the Company's response to KPSC 3-7. The Company projects it will be on a five-year maintenance cycle beginning July 1, 2019. Beginning July 2015 Kentucky Power shall make operation and maintenance expenditures for distribution system vegetation management in the sums shown on **EXHIBIT 9** to this Settlement Agreement. The mileage targets for the three phases (2010 Unanimous Settlement Agreement, Interim Clear, and Maintenance (5-years growth)) are shown on **EXHIBIT 10**.

(b) In calculating the allocations set forth in **EXHIBIT 1** to this Settlement Agreement, \$10,655,900 of the increase in revenue requirements that is associated with the increased reliability spending described in this paragraph 8 of this Settlement Agreement was allocated solely to tariff classes with primary and secondary service offerings.

(c) On or before September 30, 2015, and each September 30 thereafter, Kentucky Power shall file with the Commission a reliability work plan outlining the planned Distribution Vegetation Management expenditures for the following calendar year. The work plan shall identify on a circuit-by-circuit basis the Distribution Vegetation Management work to be performed during the relevant calendar year and the projected operation and maintenance expenditures during the relevant period to carry out the planned work.

(d) On April 1, 2016, and each April 1 thereafter, Kentucky Power shall file with the Commission the following reports concerning system reliability and the expenditure of the funds described in subparagraphs (a) and (b) of this paragraph:

(i) the Kentucky Power Customer Average Interruption Duration Index for the reporting period;

(ii) the Kentucky Power System Average Interruption Frequency Index for the reporting period;

(iii) the Kentucky Power System Average Interruption Duration Index for the reporting period;

(iv) a description on a circuit-by-circuit basis of the Distribution Vegetation Management work performed by Kentucky Power during the reporting period;

(v) a description on a circuit-by-circuit basis of the operation and maintenance expenditures for Distribution Vegetation Management performed by Kentucky Power during the reporting period; and

(vi) any unanticipated problems or further information useful to the Commission's review of the report. In the event Kentucky Power is unable to complete a

material portion of the planned work on a circuit during a reporting period, Kentucky Power shall provide an explanation for its inability to do so.

(e) Kentucky Power shall use reasonable and prudent efforts to adhere to and carry out any work plan filed in connection with this subparagraph.

(i) Kentucky Power may alter its proposed spending as detailed in its annual September 30 filing upon discovery of a more pressing need for Distribution Vegetation Management expenditures relating to system reliability purposes. Kentucky Power shall notify the Commission in writing within 30 days of any material deviation from the work plans filed in connection with this subparagraph.

(ii) In the event that the Company's expenditures in any Vegetation Management Year are either greater than or less than the \$27,661,060 included in annual base rates, the annual shortfall or excess shall be added to or removed, respectively, from the scheduled future expenditures. To reflect the commencement of additional funding effective June 30, 2015, the Vegetation Management Year shall be July 1 through June 30. If the cumulative Company annual expenditures during any single Vegetation Management Year are less than the \$27,661,060 included in annual base rates, the Company shall defer on its books any such shortfall as a regulatory liability. This deferral is a one-way balancing account. Such regulatory liability deferrals shall continue to be recorded on the Company's books until the Commission sets base rates in the Company's next base rate case. If Kentucky Power has underspent during the four Vegetation Management Year periods ending June 30, 2019 the \$27,661,060 of annual vegetation management costs on a cumulative basis (4 x \$27,661,060 or \$110,640,240) at the time the Commission sets base rates in the Company's next base rate case after June 30, 2019, the amount underspent will either be refunded to customers or used to

reduce the revenue requirement in that case. Alternatively, if Kentucky Power has overspent the \$27,661,060 of annual vegetation management costs on a cumulative basis, the Company will not be entitled to seek recovery of such costs in a future base rate proceeding. The Company's expected vegetation management expenditures are shown on **EXHIBIT 9**.

(f) Beginning cycle 1 of the July 2019 billing cycle, which is the approximate date the Company anticipates commencing the five-year maintenance cycle, and until the Company's base rates are established in the first base rate case after June 30, 2019, the Company shall reduce the base retail rates for those tariff classes with primary and secondary service offerings by \$11,780,408. The reductions shall be allocated solely to tariff classes with primary and secondary service offerings, and in the same fashion as the \$10,655,900 increase in revenue requirements to fund the Distribution Vegetation Management Program described in this paragraph 8 was allocated, as shown on **EXHIBIT 9**. Kentucky Power agrees to make the tariff filings required to implement the rate reduction described in this subparagraph (f), and further shall include in its tariff the provision shown on page 2 of **EXHIBIT 9** recognizing the reduction.

(g) A copy of any report or notice filed with the Commission under this paragraph 8 shall concurrently be served upon counsel for all parties to this proceeding.

9. Depreciation And Amortization of Deferred Costs.

(a) Kentucky Power shall continue to include in the calculation of its annual distribution depreciation expense the depreciation rates currently approved by the Commission in, and utilized by Kentucky Power since, its 1991 rate case (P.S.C. Case No. 91-066.) The Company shall include in the calculation of its annual depreciation expense the Company's proposed depreciation rates for transmission and general plant. The Company shall include in

the calculation of its annual generation depreciation expense the Company's proposed depreciation rates for generation, except as modified with respect to Mitchell Production Plant Account No. 311 (Structures & Improvements), 312 (Boiler Plant Equipment), 312 (Boiler Plant Equipment (SCR Catalyst), 314 (Turbogenerator Units), 315 (Accessory Electrical Equipment), and 316 (Miscellaneous Power Plant Equipment) in Exhibit LK-16 of the testimony of KIUC Witness Lane Kollen. A complete schedule of the depreciation rates to be approved by the Commission for use by Kentucky Power in calculating its annual depreciation expense is set forth in **EXHIBIT 11**.

(b) Kentucky Power shall recover and amortize the \$12,146,000 in deferred costs associated with the 2012 storms, as approved by the Commission in its January 7, 2013 Order in Case No. 2012-00445. The deferred costs shall be amortized over a five year period at an annual amount of \$2,429,200.

(c) Kentucky Power shall amortize the \$4,657,731 jurisdictional balance of Accumulated Deferred State Income Tax ("ADSIT") related to the acquisition of the Mitchell Plant. The Company shall amortize the ADSIT balance over a three year period at an annual amount of \$1,552,577.

10. Economic Development Surcharge.

(a) The Company shall collect from all customers an economic development surcharge of \$0.15 per meter per month. All economic development surcharge funds collected by Kentucky Power shall be matched dollar-for-dollar by Kentucky Power from shareholder funds. The proceeds of the economic development surcharge and the Kentucky Power's shareholder contribution shall be used by Kentucky Power for economic development projects, including the training of local economic development officials, in the Company's service

territory. The economic development surcharge, and the matching shareholder contribution, shall remain in effect until changed by order of the Commission.

(b) The Company shall modify its tariffs to provide for the collection of the \$0.15 per meter per month economic development surcharge.

(c) Kentucky Power shall file on or before March 31, 2016, and each March 31st thereafter, a report with the Commission describing: (i) the amount collected through the Economic Development Surcharge; and (ii) the matching amount contributed by Kentucky Power from shareholder funds. The annual report to be filed by the Company shall also describe the amount, recipients, and purposes of its expenditure of the funds collected through the Economic Development Surcharge and shareholder contribution.

(d) Kentucky Power shall serve a copy of the annual report to be filed with the Commission in accordance with subparagraph (c) on counsel for all parties to this proceeding.

11. No Load Cost Allocation.

Upon the Order of Commission in Case No. 2014-00396 approving this Settlement Agreement without modification becoming final and non-appealable, and there having been no modification to this Settlement Agreement as a result of any rehearing or appeal:

(a) The Company shall withdraw and dismiss with prejudice its pending appeal before the Franklin Circuit Court in Civil Action No. 15-CI-00168 of the Commission's January 22, 2015 order in Case No. 2014-00225;

(b) KIUC shall withdraw and dismiss with prejudice its pending appeal before the Franklin Circuit Court in Civil Action Nos. 15-CI-168 (counterclaim) and 15-CI-190 of the Commission's January 22, 2015 order in Case No. 2014-00225. By separate agreement embodying the terms of this paragraph 11, the Attorney General, who is not a signatory to this

Settlement Agreement, KIUC, and Kentucky Power have agreed the Attorney General shall withdraw and dismiss with prejudice his appeal in Civil Action Nos. 2015-CI-168 (counterclaim) 2015-CI-180 (original appeal by Attorney General), and 2015-CI-00190 (cross-claim by Attorney General) in consideration of the Company withdrawing and dismissing its appeal in Civil Action No. 2015-CI-168 in accordance with this paragraph 11;

(c) The Company shall not recover any Mitchell no load costs incurred during the period from January 1, 2014 through May 31, 2015 (the "Overlap Period"). Those Mitchell no load costs already recovered by the Company during the Overlap Period shall be refunded without interest consistent with the terms of the Commission's January 22, 2015 Order in Case No. 2014-00225. The Signatory Parties agree the refund of Mitchell no loads costs required by the Commission's January 22, 2015 Order in Case No. 2012-00225 resolves all issues relating to the recovery through the fuel adjustment clause of the Company's no load costs in Case No. 2014-00450, and any subsequent fuel adjustment clause review proceedings reviewing the Company's recovery of fuel costs during the Overlap Period.

(d) KIUC shall withdraw the joint testimony of Lane Kollen filed in Case No. 2014-00450 on behalf of the Attorney General and KIUC.

(e) Following the end of the Overlap Period, the Company shall allocate fuel costs to off system sales utilizing supply curves for each of the Company's units and any purchases. The Company will then assign the highest dollar per Megawatt-hour incremental variable costs of all of these resources to off system sales down to the applicable minimum of the units on an hourly basis. This method will continue until fuel and/or purchase costs have been allocated to all off system sales. All other fuel and purchase power costs, including no load fuel costs, will remain with internal load. In the event that the sum of the unit minimums exceeds

Kentucky Power's internal load, the sum of all of the units remaining costs, excluding the no load costs, is computed on a \$/MWh basis, and this cost is assigned to the MWhs of any remaining off-system sales.

(f) The Company shall inform the Commission of proposed prospective changes in the allocation of fuel costs to Kentucky retail customers prior to implementing the change. Any such change shall remain subject to Commission review and approval pursuant to 807 KAR 5:056.

12. Biomass Energy Rider.

(a) The Company's Biomass Energy Rider ("Tariff B.E.R.") shall be revised as set forth in **EXHIBIT 12**. Under the revised Tariff B.E.R., total charges to be recovered shall include an energy charge and a demand charge. The energy charge shall be determined by the metered energy output of the generating facility at the annual average PJM AEP Zone Locational Marginal Price ("LMP"). The demand charge shall be calculated by subtracting the energy charge from the total annual charges. For residential customers, the total charges under Tariff B.E.R. (energy and demand) shall continue to be based on residential energy use recorded at customer meters. For non-residential customers, the residual energy value (total energy charge less the energy charge for residential customers) will be allocated based on energy. The residual demand costs (total demand costs less the demand cost for residential customers) will be allocated among the non-residential customers based on a percentage of non-fuel revenues.

(b) This Settlement Agreement and the revision to Tariff B.E.R. shall in no way affect: (i) the validity of the Commission's October 10, 2013 Order in Case No. 2013-0144 approving the ecoPower Renewable Energy Purchase Agreement; (ii) Kentucky Power's right under KRS 278.271 to full cost recovery with respect to the ecoPower Renewable Energy

Purchase Agreement; or (iii) the current appeal by KIUC of the Commission's October 10, 2013 Order.

13. PJM Cost Deferral.

(a) In the event the Company's calendar year return on equity falls below 10.00%, calculated as a thirteen month average on a per books basis, the Company will be authorized to defer for future recovery through creation of a regulatory asset that portion, if any, of PJM costs incurred during that calendar year in excess of the amount of PJM costs included in base rates (\$74,856,675) so as to increase the Company's return on equity for the calendar year to no more than 10.00%.

(b) The PJM costs to be deferred for future recovery through this mechanism are those categories of charges and credits identified on page 15 of the direct testimony of Company Witness Vaughan, and any new PJM LSE charges or credits that may arise and be billed to the Company per the PJM tariffs. A copy of page 15 of the direct testimony of Company Witness Vaughan is attached as **EXHIBIT 13**. Subject to Commission review and approval, the Company shall be authorized to recover and amortize the Incremental PJM Costs over five years and begin recovery of the Incremental PJM Costs beginning when the Commission sets base rates in the Company's next base rate case.

(c) The Company agrees that it shall not book a carrying charge or earn a return on any amounts deferred pursuant to this Paragraph 13, including during any deferral or amortization periods.

(d) Kentucky Power agrees beginning on or before March 31, 2016, and each March 31st thereafter, it shall make an informational filing with the Commission quantifying and describing the amounts deferred in accordance with this paragraph 13. A copy of this annual

informational filing shall be served by Kentucky Power upon counsel for all parties to this proceeding.

14. NERC Compliance and Cybersecurity Deferral.

(a) The Company shall track and defer for future review by the Commission and recovery by the Company any post-June 30, 2015 incremental costs incurred by the Company in complying with new NERC compliance or cybersecurity requirements.

(b) The NERC compliance and cybersecurity costs to be deferred for future recovery through this mechanism are those categories of costs identified on pages 28 and 29 of the direct testimony of Company Witness Wohnhas. A copy of pages 28 and 29 of the direct testimony of Company Witness Wohnhas is attached as **EXHIBIT 14**. The Company shall recover and amortize these costs, subject to Commission review and approval, over five years and begin recovery of the costs when the Commission sets base rates in the Company's next base rate case.

(c) Kentucky Power agrees beginning on or before March 31, 2016, and each March 31st thereafter, it shall make an informational filing with the Commission quantifying and describing the amounts deferred in accordance with this paragraph 14. A copy of this annual informational filing shall be served by Kentucky Power upon counsel for all parties to this proceeding.

15. School Energy Manager Program.

(a) Kentucky Power shall file an application to amend Tariff D.S.M. to expand its current School Energy Manager Program by an amount not to exceed \$200,000 per year for two years to (1) fund up to an additional six school energy managers as part of the expansion of the School Energy Manager Program to the Company's entire service territory; and

(2) to the extent funds are available, to fund school energy efficiency projects. In order for the school districts to properly budget for the upcoming school years, the Company will request an order on the Company's application by June 30, 2015.

(b) Beginning on or before March 31, 2016, and each March 31st thereafter, Kentucky Power agrees to make an informational filing with the Commission describing the manner in which the additional funds described in subparagraph (a) were expended. KSBA agrees to cooperate with the Company by providing the information required to make the annual report. A copy of this annual informational filing shall be served by Kentucky Power upon counsel for all parties to this proceeding.

16. Tariff K-12 School.

(a) The Company shall establish a new pilot Tariff K-12 School as set forth in **EXHIBIT 15**. Tariff K-12 School shall be available for general service to K-12 schools subject to KRS 160.325 with normal maximum demands greater than 100 kW. Tariff K-12 School shall reflect rates for customers taking service under the tariff designed to produce annually in the aggregate \$500,000 less from Tariff K-12 School customers than would be produced under the new L.G.S. rates to be established under this Settlement Agreement from customers eligible to take service under Tariff K-12 School. The aggregate total revenues to be produced by Tariff K-12 School, Tariff M.G.S., and Tariff L.G.S. shall be equal to the revenues that would be produced in the aggregate by the new rates in the absence of Tariff K-12 School.

(b) Service under Tariff K-12 School shall be optional. Tariff K-12 shall remain in effect until a final order is issued in the Company's next general base rate case, at which time this Tariff will be reviewed using the then available load research data to evaluate its continuance thereafter.

(c) Tariff K-12 School attached as **EXHIBIT 15** is approved.

17. Tariff C.S. – I.R.P.

The Company agrees that it will amend Tariff C.S.-I.R.P., if necessary, to be consistent with the revised PJM criteria in the event PJM revises its criteria governing what interruptible load qualifies as capacity for the purpose of the Company's FRR obligation.

18. New Tariff I.G.S.

The Company's new Industrial General Service Tariff ("Tariff I.G.S.") as set forth in **EXHIBIT 16** to this Settlement Agreement shall be approved.

19. Modifications To Kentucky Power's Rate Tariffs.

In addition to the rate and tariff changes described and agreed to above, Kentucky Power and the Settling Intervenors agree that the following tariffs shall be modified or implemented as described below:

(a) The Customer charge for the Residential Class ("Tariff R.S.") shall be increased to \$14.00 per month instead of the \$16.00 per month proposed by the Company in its filing in this case.

(b) Tariff Q.P.; Tariff C.I.P.-T.O.D.; Rider E.C.S., Emergency Curtailable Service – Capacity and Energy; Rider E.P.C.S., Energy Curtailable Service Rider; and Tariff R.T.P. shall be removed from the Company's filed tariffs.

(c) Tariff C.C. shall be amended to reflect an updated charge and to incorporate an annual true up mechanism as described in the direct testimony of Company Witness Rogness.

(d) Tariff C.S.-I.R.P. shall be amended to incorporate a new credit rate and to expand the total contract capacity authorized under this tariff as described in the direct testimony of Company Witness Rogness.

(e) Tariff A.T.R. shall be amended to allow a temporary extension of the asset transfer rider to allow the Company to recover the full amount of the authorized revenue requirement as described in the direct testimony of Company Witness Rogness.

(f) Tariff P.P.A. shall be amended to amend the monthly rate formula to include a variable to allow the Company to recover the cost of power purchased unrelated to forced generation or transmission outages that are calculated in accordance with the Company's peaking unit equivalent methodology as described in the direct testimony of Company Witness Rogness. Kentucky Power agrees the costs recovered through Tariff P.P.A. shall be subject to periodic review and approval by the Commission.

(g) The Terms and Conditions shall be amended to reflect changes to the Company's schedule of special or non-recurring charges as described in the direct testimony of Company Witness Rogness.

20. Non-Rate Tariff Changes.

Kentucky Power and the Intervenors agree that the non-rate terms of the following tariffs may be modified or implemented as described in the direct testimony of Company Witness Rogness:

Tariff Modified or Implemented

Terms and Conditions of Service

R.S.

R.S.-L.M.-T.O.D.

R.S.-T.O.D.

R.S.-T.O.D.2

Tariff Modified or Implemented

S.G.S.
S.G.S.-T.O.D.
M.G.S.
C.A.T.V.
O.L.
COGEN/SPP I
COGEN/SPP II
T.S.
N.U.G.
N.M.S.
MGS TOD
MW
SL
AFS
GPO
LGS
LGS TOD
DSM

Kentucky Power and the Intervenors also agree that the incidental, non-rate text changes identified on Exhibit JAR-9 shall be implemented.

21. Filing Of Settlement Agreement With The Commission And Request For Approval.

Following the execution of this Settlement Agreement, Kentucky Power and the Settling Intervenors shall file this Settlement Agreement with the Commission along with a joint request to the Commission for consideration and approval of this Settlement Agreement so that Kentucky Power may begin billing under the approved adjusted rates for service rendered on or after the first billing cycle of July, 2015 (June 30, 2015).

22. Good Faith And Best Efforts To Seek Approval.

(a) This Settlement Agreement is subject to approval by the Public Service Commission.

(b) Kentucky Power and the Settling Intervenors shall act in good faith and use their best efforts to recommend to the Commission that this Settlement Agreement be approved in its entirety and without modification, and that the rates and charges set forth herein be implemented.

(c) Kentucky Power and the Settling Intervenors filed testimony in this case. Kentucky Power also filed testimony in support of the Settlement Agreement. For purposes of any hearing, the Settling Intervenors and Kentucky Power waive all cross-examination of the other Signatory Parties' witnesses except for purposes of supporting this Settlement Agreement, unless the Commission disapproves this Settlement Agreement, and each further stipulates and recommends that the Notice of Intent, Application, testimony, pleadings, and responses to data requests filed in this proceeding be admitted into the record.

(d) The Signatory Parties further agree to support the reasonableness of this Settlement Agreement before the Commission, and to cause their counsel to do the same, including in connection with any appeal from the Commission's adoption or enforcement of this Settlement Agreement.

(e) No party to this Settlement Agreement shall challenge any Order of the Commission approving the Settlement Agreement in its entirety and without modification.

23. Failure Of Commission To Approve Settlement Agreement.

If the Commission does not accept and approve this Settlement Agreement in its entirety and without modification, and absent agreement to the modification by the party affected

thereby, this Settlement Agreement shall be void and withdrawn by Kentucky Power and the Settling Intervenors from further consideration by the Commission and none of the parties to this Settlement Agreement shall be bound by any of the provisions herein.

24. Continuing Commission Jurisdiction.

This Settlement Agreement shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

25. Effect of Settlement Agreement.

This Settlement Agreement shall inure to the benefit of and be binding upon the parties to this Settlement Agreement, their successors and assigns.

26. Complete Agreement.

This Settlement Agreement constitutes the complete agreement and understanding among the parties to this Settlement Agreement, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Settlement Agreement.

27. Independent Analysis.

The terms of this Settlement Agreement are based upon the independent analysis of the parties to this Settlement Agreement, are the product of compromise and negotiation, and reflect a fair, just and reasonable resolution of the issues herein. Notwithstanding anything contained in this Settlement Agreement, Kentucky Power and the Settling Intervenors recognize and agree that the effects, if any, of any future events upon the operating income of Kentucky Power are unknown and this Settlement Agreement shall be implemented as written.

28. Settlement Agreement And Negotiations Are Not An Admission.

(a) This Settlement Agreement shall not be deemed to constitute an admission by any party to this Settlement Agreement that any computation, formula, allegation, assertion or contention made by any other party in these proceedings is true or valid. Nothing in this Settlement Agreement shall be used or construed for any purpose to imply, suggest or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of the Signatory Parties.

(b) Neither the terms of this Settlement Agreement nor any statements made or matters raised during the settlement negotiations shall be admissible in any proceeding, or binding on any of the parties to this Settlement Agreement, or be construed against any of the parties to this Settlement Agreement, **except that** in the event of litigation or proceedings involving the approval, implementation or enforcement of this Agreement, the terms of this Settlement Agreement shall be admissible. This Settlement Agreement shall not have any precedential value in this or any other jurisdiction.

29. Consultation With Counsel.

The parties to this Settlement Agreement warrant that they have informed, advised, and consulted with their respective counsel with regard to the contents and significance of this Settlement Agreement and are relying upon such advice in entering into this agreement.

30. Authority To Bind.

Each of the signatories to this Settlement Agreement hereby warrant they are authorized to sign this agreement upon behalf of, and bind, their respective parties.

31. Construction Of Agreement.

This Settlement Agreement is a product of negotiation among all parties to this Settlement Agreement, and no provision of this Settlement Agreement shall be construed in favor of or against any party hereto. This Settlement Agreement is submitted for purposes of this case only and is not to be deemed binding upon the parties hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving Kentucky Power or any other utility.

32. Counterparts.

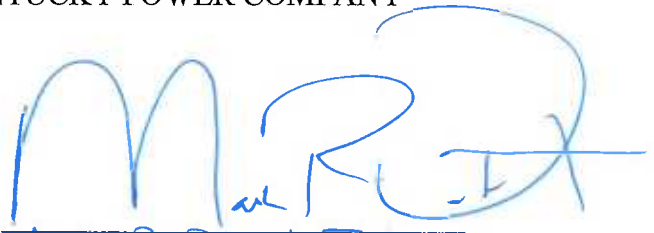
This Settlement Agreement may be executed in multiple counterparts.

33. Future Rate Proceedings.

Nothing in this Settlement Agreement shall preclude, prevent or prejudice any party to this Settlement Agreement from raising any argument or issue, or challenge any adjustment, in any future rate proceeding of Kentucky Power.

IN WITNESS WHEREOF, this Settlement Agreement has been agreed to as of this 30th day of April 2015.

KENTUCKY POWER COMPANY



By: MARK R. Overstreet

Its: Attorney

KENTUCKY INDUSTRIAL UTILITY
CUSTOMERS, INC.

By: Michael C. Kurtz
Michael C. Kurtz
Its: Attorney

KENTUCKY SCHOOL BOARDS
ASSOCIATION

By: Matthew M. Bue

Its: Attorney on behalf of KSBA

CASE NO. 2014-00396 SETTLEMENT AGREEMENT
EXHIBITS

1. Allocation of \$23.0 million base rate decrease and \$45.4 million increase in annual retail revenues.
2. Calculation of Weighted Average Cost of Capital
3. Calculation of Gross Revenue Conversion Factor
4. Calculation of Monthly Base Amount of Environmental Costs
5. Revised Tariff S.S.C.
6. Revised Tariff B.S.R.R.
7. Calculation of Initial B.S.R.R. Revenue Requirement
8. Tariff B.S.1.O.R.
9. Schedule of Annual Vegetation Management Expenses
10. Vegetation Management Mileage Targets
11. Schedule of Depreciation Rates
12. Revised Tariff B.E.R.
13. Page 15 of the direct testimony of Company Witness Vaughan
14. Pages 28-29 of the direct testimony of Company Witness Wohnhas
15. Tariff K-12 School
16. Tariff I.G.S.

Exhibit 1

<u>Tariff</u>	<u>Number of Customers</u>	<u>Current Revenue</u>	<u>Settlement Base Revenue</u>	<u>Settlement Rider Revenue</u>	<u>Settlement Total Revenue</u>	<u>Net Settlement Increase</u>	<u>Settlement ROR %</u>	<u>% Increase</u>
Residential	138,300	\$230,140,567	\$224,394,156	\$28,515,690	\$252,909,845	\$22,769,279	4.25%	9.89%
SGS	23,823	\$19,611,846	\$18,711,833	\$2,634,305	\$21,346,138	\$1,734,293	13.31%	8.84%
MGS	7,297	\$59,677,592	\$57,105,498	\$7,857,059	\$64,962,557	\$5,284,965	14.15%	8.86%
Schools	183	\$13,648,403	\$12,598,231	\$1,749,853	\$14,348,085	\$699,681	10.64% *	5.13%
LGS	673	\$56,921,244	\$54,650,948	\$7,309,445	\$61,960,394	\$5,039,150		8.85%
IGS	88	\$171,550,109	\$161,500,720	\$19,197,129	\$180,697,850	\$9,147,741	7.70%	5.33%
OL	**	\$7,256,320	\$6,905,967	\$920,785	\$7,826,752	\$570,432	10.44%	7.86%
SL	56	\$1,422,709	\$1,357,690	\$178,894	\$1,536,584	\$113,876	15.57%	8.00%
MW	11	\$364,284	\$348,257	\$45,354	\$393,612	\$29,328	12.99%	8.05%
Total	170,431	\$560,593,073	\$537,573,301	\$68,408,515	\$605,981,816	\$45,388,743	6.96%	8.10%

* Schools part of LGS class in cost-of-service study, separate rate of return is not available

** Customers included in count for tariff of main (non-lighting) account

KENTUCKY POWER COMPANY
 COST OF CAPITAL
TEST YEAR ENDED 9/30/2014

Line No. (1)	Description (2)	Reapportioned Kentucky Jurisdictional Capital (3)	Percentage of Total (4)	Annual Cost Percentage Rate (5)	Weighted Average Cost Percent (6) = (4) X (5)	Gross-Up Factor (7)	Pre-Tax Weighted Average Cost Percent (8) = (6) X (7)
1	Long Term Debt	\$585,086,099	51.51%	5.41%	2.79%	1.004977	2.8039%
2	Short Term Debt	0	0.00%	0.25%	0.00%	1.004977	0.0000%
3	Accounts Receivable Financing	51,835,808	4.56%	1.07%	0.05%	1.004977	0.0502%
4	Common Equity	498,888,221	43.93%	10.25%	4.50%	1.616424	7.2739%
5	Total	\$1,135,810,128	100.00%		7.34%		10.1280%

EXHIBIT 3

Kentucky Power Company
 Computation of the Gross Revenue
 Conversion Factor
 Test Year Twelve Ended 9/30/2014

Line No. (1)	Description (2)		Percent of Incremental Gross Revenues (3)
1	Operating Revenues		100.00%
2	Less: Uncollectible Accounts Expense		0.30%
3	KPSC Maintenance Fee		0.20%
4	Income Before income Taxes		99.50%
5	Less: State Income Taxes (L4 X 5.7348%)	5.7348%	5.71%
6	Income Before Federal Income Taxes		93.80%
6b	Section 199 Deduction		2.56%
6c	Taxable Income for Federal Income Taxes		91.24%
7	Less: Federal income Taxes (L6c X 35.00%)	35.00%	31.93%
8	Operating Income Percentage (L6 - L7)		61.86%
9	Gross Revenue Conversion Factor (100% / L8)		1.616424

Exhibit 4

Kentucky Power Company
 Calculation of Monthly Base Amount of Environmental Costs
 October 1, 2013 to September 30, 2014

Ln No	Month / Year (2)	Monthly Environmental Costs (3)	Adjustment for Pool Termination (4)	Adjustment to Remove Big Sandy (5)	Leaves only Test Year Rockport Expenses and Gains on Allowances (6) # (3) + (4) + (5)	Include Mitchell Non-FGD (7) #	Rockport Additional Test Year Expenses for O & M, Depreciation, and Return (8) #	Adjusted Environmental Base (9) #
1	October 2013	\$2,588,033	\$884,674	-\$1,672,831	\$30,426	\$2,814,767	\$137,763	\$2,962,958
2	November 2013	\$2,574,766	-\$873,779	-\$1,686,320	\$14,667	\$2,814,767	\$65,935	\$2,895,369
3	December 2013	\$3,956,730	\$921,717	-\$3,000,383	\$34,630	\$2,814,767	\$27,591	\$2,876,988
4	January 2014	\$2,819,234	\$0	-\$2,789,805	\$29,429	\$2,586,944	\$29,919	\$2,646,292
5	February 2014	\$2,727,758	\$0	-\$2,688,304	\$39,254	\$2,553,628	\$31,777	\$2,624,660
6	March 2014	\$2,361,529	\$0	-\$2,321,728	\$39,801	\$2,825,235	\$71,057	\$2,786,994
7	April 2014	\$2,844,327	\$0	-\$2,804,712	\$39,615	\$2,672,378	\$83,860	\$2,795,854
8	May 2014	\$2,450,433	\$0	-\$2,409,658	\$40,775	\$2,655,200	\$86,233	\$2,782,209
9	June 2014	\$2,788,301	\$0	-\$2,749,455	\$38,846	\$2,619,496	\$64,756	\$2,723,098
10	July 2014	\$2,675,318	\$0	-\$2,638,192	\$37,126	\$3,343,224	\$36,490	\$3,416,840
11	August 2014	\$2,796,292	\$0	-\$2,759,034	\$38,258	\$3,113,126	\$33,058	\$3,164,443
12	September 2014	\$2,146,708	\$0	-\$2,108,067	\$38,641	\$3,163,668	\$34,665	\$3,236,974
	Total	\$32,729,430	\$2,650,170	-\$29,627,789	\$421,471	\$33,777,201	\$704,005	\$34,902,677

TARIFF S. S. C.
(System Sales Clause)

APPLICABLE

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., Experimental R.S.-T.O.D.2, S.G.S., Experimental S.G.S.-T.O.D., M.G.S., M.G.S.-T.O.D., L.G.S., L.G.S.-T.O.D., *K-12 School*, Q.P., C.L.P.-T.O.D., I.G.S., C.S.-I.R.P., M.W., O.L. and S.L.

RATE

In accordance with the Stipulation and Settlement Agreement approved as modified by the Commission by its Order dated October 7, 2013 in Case No. 2012-00578, the System Sales Adjustment Factor will be fixed and maintained at 0.0000 mills/KWh until new base rates are first established by Commission after the effective date of this tariff without regard to the calculation of the Monthly System Sales Adjustment Factor under paragraphs 1 through 6 below.

1. When the monthly net revenues from system sales are above or below the monthly base net revenues from system sales, as provided in paragraph 2 below, an additional credit or charge equal to the product of the KWHs and a system sales adjustment factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatt-hour, is defined as set forth below.

$$\text{System Sales Adjustment Factor (A)} = (.6 .75 [(T_m - T_b)]/S_m)$$

In the above formulas "T" is Kentucky Power Company's (KPCo) monthly net revenues from system sales in the current (m) and base (b) periods, and "S" is the KWH sales in the current (m) period, all defined below.

2. The net revenue from KPCo's sales to non-associated companies as reported in the FERC Energy Regulatory Commission's Uniform System of Accounts under Account 447, Sales for Resale, shall consist of and be derived as follows:

- a. KPCo's total revenues from system sales as recorded in Account 447, less b. and c. below.
- b. KPCo's total out-of-pocket costs incurred in supplying the power and energy for the sales in a. above.
The out-of-pocket costs include all operating, maintenance, tax, transmission losses and other expenses that would not have been incurred if the power and energy had not been supplied for such sales, including demand and energy charges for power and energy supplied by Third Parties.
- c. KPCo's environmental costs allocated to non-associated utilities in the Company's Environmental Surcharge Report.

(Cont'd on Sheet No. 19-2)

DATE OF ISSUB: December 23, 2014

DATE EFFECTIVE: Service Rendered On And After January 22, 2015

ISSUED BY: JOHN A. ROGNESS III

TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated XXXXXXXXX

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TARIFF S. S. C. (Cont'd.)
(System Sales Clause)

3. The base monthly net revenues from system sales are as follows:

Billing Month	System Sales (Total Company Basis)	
January	\$ 528,886	1,651,585
February	335,167	1,413,908
March	1,530,489	1,372,664
April	1,371,521	1,219,883
May	1,307,472	1,238,911
June	767,124	1,171,190
July	616,234	1,399,696
August	2,136,652	1,019,614
September	1,850,577	1,099,550
October	1,739,665	1,151,741
November	1,538,455	1,188,760
December	1,568,121	1,136,496
	<u>\$15,290,363</u>	<u>\$15,136,000</u>

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4. Sales (\$) shall be equated to the sum of (a) generation (including energy produced by generating plant during the construction period), (b) purchase, and (c) interchange-in, less (d) energy associated with pumped storage operations, less (e) inter-system sales and less (f) total system losses.
5. The system sales adjustment factor shall be based upon estimated monthly revenues and costs for system sales, subject to subsequent adjustment upon final determination of actual revenues and costs.
6. The monthly System Sales Clause shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.
7. Copies of all documents required to be filed with the Commission under this regulation shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.

DATE OF ISSUE: December 23, 2014

DATE EFFECTIVE: Service Rendered On And After January 22, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated XXXXXXXXX

**BIG SANDY RETIREMENT RIDER
(B.S.R.R.)**

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., Experimental R.S.-T.O.D.2, S.G.S., S.G.S.-T.O.D., M.G.S., M.G.S.-T.O.D., L.G.S., L.G.S.-T.O.D., K-12-School, I.G.S., C.S.-I.R.P., M.W., O.L. and S.L.

RATE.

1. Pursuant to the final order of the Kentucky Public Service Commission in Case No. 2012-00578 and the Stipulation and Settlement Agreement dated July 2, 2013 as filed and approved by the Commission, Kentucky Power Company is to recover from retail ratepayers the coal-related retirement costs of Big Sandy Unit 1, the retirement costs of Big Sandy Unit 2 and other site-related retirement costs that will not continue in use on a levelized basis, including a weighted average cost of capital (WACC) carrying cost over a 25 year period beginning when new base rates are set for the Company that include Mitchell Units 1 and 2. The term "Retirement Costs" as used in this agreement are defined as and shall include the net book value, materials and supplies that cannot be used economically at other plants owned by Kentucky Power, and removal costs and salvage credits, net of related ADIT. Related ADIT shall include the tax benefits from tax abandonment losses.
2. The allocation of the actual revenue requirement (ARR) between residential and all other customers shall be based upon their respective contribution to total retail revenues for the most recent twelve month period, ending June 30 according to the following formula:

$$\text{Residential Allocation } RA(y) = \text{ARR}(y) \times \frac{\text{KY Residential Retail Revenue } RR(b)}{\text{KY Retail Revenue } R(b)}$$

$$\text{All Other Allocation } OA(y) = \text{ARR}(y) \times \frac{\text{KY All Other Classes Retail Revenue } OR(b)}{\text{KY Retail Revenue } R(b)}$$

Where:

(y) = the expense year;

(b) = Most recent available twelve month period ended June 30.

3. The Residential B.S.R.R. Adjustment shall provide for annual adjustments based on a percent of total revenues, according to the following formula:

$$\text{Residential B.S.R.R. Adjustment Factor} = \frac{\text{Net Annual Residential Allocation } NRA(y)}{\text{Residential Retail Revenue } RR(b)}$$

Where:

Net Annual Residential Allocation $NRA(b)$ = Annual Residential Allocation $RA(y)$, net of Over/ (Under) Recovery Adjustment;

Residential Retail Revenue $RR(b)$ = Annual Retail Revenue for all KY residential classes for the year (b).

(Cont'd on Sheet No. 38-2)

DATE OF ISSUE: December 23, 2014

DATE EFFECTIVE: Service Rendered On And After January 23, 2015

ISSUED BY: JOHN A. ROGNESS III

TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated XXXXXXXXXX

BIG SANDY RETIREMENT RIDER (CONT'D)
(B.S.R.R.)

RATE. (Cont'd)

4. *The All Other Classes B.S.R.R. Adjustment shall provide for annual adjustments based on a percent of non-fuel revenues, according to the following formula:*

$$\text{All Other Classes B.S.R.R. Adjustment Factor} = \frac{\text{Net Annual All Other Allocation NOA (y)}}{\text{All Other Classes Non-Fuel Retail Revenue ONR(b)}}$$

Where:

$$\text{Net Annual All Other Allocation NOA(y)} = \text{Annual All Other Allocation OA(y), net of Over/ (Under) Recovery Adjustment;}$$

$$\text{All Other Classes Non-Fuel Retail Revenue ONR(b)} = \text{Annual Non-Fuel Retail Revenue for all classes other than residential for the year (b).}$$

5. *The annual Big Sandy Retirement Rider adjustments shall be filed with the Commission no later than August 15th of each year before it is scheduled to go into effect on Cycle 1 of the October billing cycle, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data, and information as may be required by the Commission.*
6. *Copies of all documents required to be filed with the Commission shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS61.870 to 61.884.*

DATE OF ISSUE: December 23, 2014

DATE EFFECTIVE: Service Rendered On And After January 23, 2015

ISSUED BY: JOHN A. ROGNESS III

TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated XXXXXXXX

Monthly WACC Calculation

WACC 10.1280%
 Monthly 0.8440%
 Monthly Payment 1,413,412

Exhibit 7

Recovery of Estimated June 30, 2015 Reg Asset Balance

Year	Additions	Carrying Charges	Levelized Payment	Calculated Change in RA	Estimated June 30, 2015 Reg Asset Balance	ADIT on RA	ADIT Balance	Balance of Components Subject to WACC
					\$207,727,914		(\$72,704,770)	\$135,023,144
1		\$13,574,166	\$16,960,949	(\$3,386,783)	\$204,341,131	\$1,185,374	(\$71,519,396)	\$132,821,735
2		\$13,344,355	\$16,960,949	(\$3,616,593)	\$200,724,538	\$1,265,808	(\$70,253,588)	\$130,470,949
3		\$13,098,951	\$16,960,949	(\$3,861,998)	\$196,862,540	\$1,351,699	(\$68,901,889)	\$127,960,651
4		\$12,836,895	\$16,960,949	(\$4,124,054)	\$192,738,486	\$1,443,419	(\$67,458,470)	\$125,280,016
5		\$12,557,056	\$16,960,949	(\$4,403,892)	\$188,334,594	\$1,541,362	(\$65,917,108)	\$122,417,486
6		\$12,258,230	\$16,960,949	(\$4,702,719)	\$183,631,875	\$1,645,952	(\$64,271,156)	\$119,360,719
7		\$11,939,126	\$16,960,949	(\$5,021,822)	\$178,610,052	\$1,757,638	(\$62,513,518)	\$116,096,534
8		\$11,598,370	\$16,960,949	(\$5,362,579)	\$173,247,474	\$1,876,903	(\$60,636,616)	\$112,610,858
9		\$11,234,491	\$16,960,949	(\$5,726,457)	\$167,521,016	\$2,004,260	(\$58,632,356)	\$108,888,661
10		\$10,845,922	\$16,960,949	(\$6,115,027)	\$161,405,990	\$2,140,259	(\$56,492,096)	\$104,913,893
11		\$10,430,986	\$16,960,949	(\$6,529,963)	\$154,876,027	\$2,285,487	(\$54,206,609)	\$100,669,417
12		\$9,987,894	\$16,960,949	(\$6,973,054)	\$147,902,973	\$2,440,569	(\$51,766,040)	\$96,136,932
13		\$9,514,737	\$16,960,949	(\$7,446,212)	\$140,456,761	\$2,606,174	(\$49,159,866)	\$91,296,895
14		\$9,009,473	\$16,960,949	(\$7,951,475)	\$132,505,286	\$2,783,016	(\$46,376,850)	\$86,128,436
15		\$8,469,925	\$16,960,949	(\$8,491,024)	\$124,014,263	\$2,971,858	(\$43,404,992)	\$80,609,271
16		\$7,893,766	\$16,960,949	(\$9,067,183)	\$114,947,080	\$3,173,514	(\$40,231,478)	\$74,715,602
17		\$7,278,511	\$16,960,949	(\$9,682,438)	\$105,264,642	\$3,388,853	(\$36,842,625)	\$68,422,017
18		\$6,621,508	\$16,960,949	(\$10,339,441)	\$94,925,201	\$3,618,804	(\$33,223,820)	\$61,701,381
19		\$5,919,924	\$16,960,949	(\$11,041,025)	\$83,884,176	\$3,864,359	(\$29,359,462)	\$54,524,714
20		\$5,170,734	\$16,960,949	(\$11,790,215)	\$72,093,961	\$4,126,575	(\$25,232,886)	\$46,861,075
21		\$4,370,707	\$16,960,949	(\$12,590,242)	\$59,503,719	\$4,406,585	(\$20,826,302)	\$38,677,418
22		\$3,516,395	\$16,960,949	(\$13,444,554)	\$46,059,166	\$4,705,594	(\$16,120,708)	\$29,938,458
23		\$2,604,113	\$16,960,949	(\$14,356,836)	\$31,702,330	\$5,024,893	(\$11,095,815)	\$20,606,514
24		\$1,629,928	\$16,960,949	(\$15,331,021)	\$16,371,309	\$5,365,857	(\$5,729,958)	\$10,641,351
25		\$589,640	\$16,960,949	(\$16,371,309)	(\$0)	\$5,729,958	(\$0)	(\$0)
Total		\$216,295,801	\$424,023,715	(\$207,727,914)		\$72,704,770		

**BIG SANDY UNIT 1 OPERATION RIDER
(B.S.I.O.R.)**

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., Experimental R.S.-T.O.D. 2, S.G.S., S.G.S.-T.O.D., M.G.S., M.G.S.-T.O.D., L.G.S., L.G.S.-T.O.D., K-12-School, I.G.S., C.S.-I.R.P., M.W., O.L., and S.L.

RATES.

Tariff Class	\$/kWh	\$/kW
R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., and Experimental R.S.-T.O.D. 2	\$0.00330	--
S.G.S. and S.G.S.-T.O.D.	\$0.00272	--
M.G.S.	\$0.00141	\$0.34
M.G.S. Recreational Lighting, M.G.S.-L.M.-T.O.D., and M.G.S.-T.O.D.	\$0.00283	--
L.G.S. and L.G.S.-T.O.D. and K-12 School	\$0.00139	\$0.45
L.G.S.-L.M.-T.O.D.	\$0.00276	--
I.G.S. and C.S.-I.R.P.	\$0.00139	\$0.55
M.W.	\$0.00248	--
O.L.	\$0.00147	--
S.L.	\$0.00147	--

Tariff BS1OR includes all non-fuel operating expenses related to Big Sandy Unit 1 not otherwise included in Tariff S.S.C. or Tariff FAC. Tariff BS1OR shall also include a return on and of Big Sandy Unit 1 gas conversion capital when placed in service.

The kWh factor as calculated above will be applied to all billing kilowatt-hours for those tariff classes listed above. The kW factor as calculated above will be applied to all on-peak and minimum billing demand kW for the MGS, LGS and IGS tariff classes.

The Big Sandy Unit 1 Operation Rider factors shall be modified annually to collect the approved annual level of Kentucky retail jurisdictional Big Sandy Unit 1 revenue requirement and any prior review period (over)/under recovery.

The Big Sandy Unit 1 Operation Rider factors shall be determined as follows:

For all tariff classes without demand billing:

$$kWh \text{ Factor} = \frac{BS1E \times (BE_{Class} / BE_{Total}) + BS1D \times (CP_{Class} / CP_{Total})}{BE_{Class}}$$

$$kW \text{ Factor} = 0$$

For all tariff classes with demand billing:

$$kWh \text{ Factor} = \frac{BS1E \times (BE_{Class} / BE_{Total})}{BE_{Class}}$$

$$kW \text{ Factor} = \frac{BS1D \times (CP_{Class} / CP_{Total})}{BD_{Class}}$$

(Cont'd on Sheet No. 39-2)

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In Case No. 2014-00396 Dated XXXXXXXXX

BIG SANDY UNIT 1 OPERATION RIDER (CONT'D)
(B.S.I.O.R)

RATES. (Cont'd)

Where:

1. "BS1D" is the actual annual retail Big Sandy Unit 1 demand-related costs, plus any prior review period (over)/under recovery.
2. "BS1E" is the actual annual retail Big Sandy Unit 1 energy-related costs, plus any prior review period (over)/under recovery.
3. "BE_{Class}" is the historic annual retail jurisdictional billing kWh for each tariff class for the current year.
4. "BD_{Class}" is the historic annual retail jurisdictional billing kW for each applicable tariff class for the current year.
5. "CP_{Class}" is the coincident peak demand for each tariff class estimated as follows:

Tariff Class	BE _{Class}	CP/kWh Ratio	CP _{Class}
(1)	(2)	(3)	(4)=(2)x(3)
R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., and Experimental R.S.-T.O.D.		0.0236060%	
S.G.S and S.G.S.-T.O.D.		0.0163937%	
M.G.S.		0.0177002%	
M.G.S. Recreational Lighting, M.G.S.-L.M.-T.O.D., and M.G.S.-T.O.D.		0.0177002%	
L.G.S.and L.G.S.-T.O.D.and K-12 School		0.0169381%	
L.G.S.-L.M.-T.O.D.		0.0169381%	
I.G.S. and C.S.-I.R.P		0.0130626%	
M.W.		0.0134057%	
O.L.		0.0009431%	
S.L.		0.0009890%	
	BE _{Total}		CP _{Total}

6. "BE_{Total}" is the sum of the BE_{Class} for all tariff classes.
7. "CP_{Total}" is the sum of the CP_{Class} for all tariff classes.

The factors as computed above are calculated to allow the recovery of Uncollectible Accounts Expense of 0.3% and the KPSC Maintenance Fee of 0.1952% and other similar revenue based taxes or assessments occasioned by the Big Sandy Unit 1 Operation Rider revenues.

The annual Big Sandy Unit 1 Operation Rider factors shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

Copies of all documents required to be filed with the Commission shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS 61.870 to 61.884.

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In Case No. 2014-00396 Dated XXXXXXXXX

Year	Scenario Cost Comparison for 4 Year Cycle				Scenario 2 on 5 yr Cycle	Scenario 2 on 5 yr Cycle Revised on 04202015
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 5 Revised
2010	\$8,950,346	\$8,950,346	\$8,950,346	\$8,950,346	\$8,950,346	\$8,950,346
2011	\$17,261,128	\$17,261,128	\$17,261,128	\$17,261,128	\$17,261,128	\$17,261,128
2012	\$17,029,248	\$17,029,248	\$17,029,248	\$17,029,248	\$17,029,248	\$17,029,248
2013	\$17,466,579	\$17,466,579	\$17,466,579	\$17,466,579	\$17,466,579	\$17,466,579
2014	\$17,237,965	\$17,237,965	\$17,237,965	\$17,237,965	\$17,237,965	\$17,237,965
2015	\$17,237,965	\$27,661,060	\$28,467,336	\$40,801,455	\$27,661,060	\$22,327,777
2016	\$17,237,965	\$27,664,598	\$28,182,662	\$41,125,000	\$27,664,598	\$27,664,598
2017	\$17,237,965	\$27,661,949	\$34,371,345	\$29,775,649	\$27,661,949	\$27,661,949
2018	\$17,237,965	\$27,664,089	\$40,459,059	\$21,456,386	\$27,664,089	\$27,664,089
2019	\$38,462,690	\$20,251,822	\$40,054,468	\$20,251,822	\$16,201,457	\$21,534,740
2020	\$38,078,063	\$20,049,303	\$39,653,924	\$20,049,303	\$16,039,443	\$16,039,443
2021	\$37,697,283	\$19,848,810	\$27,696,470	\$19,848,810	\$15,879,048	\$15,879,048
2022	\$37,320,310	\$19,650,322	\$19,650,322	\$19,650,322	\$15,720,258	\$15,720,258
2023	\$19,453,819	\$19,453,819	\$19,453,819	\$19,453,819	\$15,563,055	\$15,563,055
Totals	\$317,909,291	\$287,851,038	\$355,934,672	\$310,357,832	\$268,000,223	\$268,000,223

Annual Level included in Settlement Base Rates \$27,661,060

Average Yearly Level beginning July 2019 \$15,880,652

Base Rate Reduction Beginning July 2019 \$11,780,408

Class Allocation of Base Rate Reduction *

Class	Voltage		Total
	Secondary	Primary	
Residential	\$8,168,487		\$8,168,487
SGS	\$376,607		\$376,607
MGS	\$1,213,717	\$15,540	\$1,229,257
LGS and K-12 Schools	\$1,280,582	\$184,399	\$1,464,981
IGS	\$44,413	\$451,811	\$496,224
OL	\$31,131		\$31,131
SL	\$6,668		\$6,668
MW	\$7,053		\$7,053
Total	\$11,128,658	\$651,750	\$11,780,408


* Allocation of Vegetation Management Costs As-Filed

Addition to Terms and Conditions of Service – Sheet No. 2-11

20. **DISTRIBUTION SYSTEM RELIABILITY – VEGETATION MANAGEMENT ADJUSTMENT**

Pursuant to the final order of the Kentucky Public Service Commission in Case No. 2014-00396 and the Settlement Agreement dated April __, 2015 as filed and approved by the Commission, Kentucky Power shall reduce the base retail rates for those tariff classes with primary and secondary service offerings by an aggregate amount equal to \$11,780,408 beginning July 1, 2019 when the Company commences the five-year maintenance cycle. The reduced base rates shall be designed using the tariff class allocation as shown in Exhibit 9 to that Settlement Agreement and the test year billing units as filed by the Company in Case No. 2014-00396 to produce \$11,780,408 less revenue annually. The \$11,780,408 reduction is the difference between the \$27,661,060 built into base rates and the \$15,880,652 average on-going annual spending after the interim clearance program period is complete.

Table 11: Scenario 5 (Mileage Required for 5 Year Cycle)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Yr 1 Miles	463					371								
Yr 2 Miles		932					771							
Yr 3 Miles			891					788						
Yr 4 Miles				826					812					
Yr 5 Miles					1008					370				
Yr 6 Miles						987								
Yr 7 Miles							986							
Yr 8 Miles								986						
Yr 9 Miles									986					
Program Miles	463	932	891	826	1008	1728	1757	1774	1798	1983	1613	1613	1613	1613
	 Task 1 - # Miles (Unanimous Settlement Agreement) Task 2 - # Miles Interim Clear at Maintained Cost (4 - 5 to 5 1/2 yrs growth) Task 3 - # Miles at Maintained Cost (5 yrs growth)													

KENTUCKY POWER COMPANY
DEPRECIATION RATES
FROM THE SETTLEMENT AGREEMENT IN CASE NO. 2014-00396

<u>Acct. No.</u>	<u>Account Title</u>	<u>DEPRECIATION RATES</u>
<u>STEAM PRODUCTION PLANT</u>		
BIG SANDY PLANT (a)		
311	Structures & Improvements	3.78%
312	Boiler Plant Equipment	3.78%
312	Boiler Plant Equip SCR Catalyst	4.78%
314	Turbogenerator Units	3.78%
315	Accessory Electrical Equipment	3.78%
316	Misc. Power Plant Equip.	3.78%
MITCHELL PLANT - (b)		
311	Structures & Improvements	2.86%
312	Boiler Plant Equipment	3.05%
312	Boiler Plant Equip SCR Catalyst	12.50%
314	Turbogenerator Units	1.76%
315	Accessory Electrical Equipment	1.56%
316	Misc. Power Plant Equip.	2.72%
TRANSMISSION PLANT (a)		
350.1	Land Rights	1.44%
352	Structures & Improvements	2.08%
353	Station Equipment	2.15%
354	Towers & Fixtures	2.81%
355	Poles & Fixtures	3.95%
358	OH Conductor & Devices	2.91%
357	Underground Conduit	2.99%
358	Underground Conductor & Devices	2.62%
DISTRIBUTION PLANT (c)		
360.1	Land Rights	3.52%
361	Structures & Improvements	3.52%
362	Station Equipment	3.52%
364	Poles, Towers, & Fixtures	3.52%
365	Overhead Conductor & Devices	3.52%
366	Underground Conduit	3.52%
367	Underground Conductor	3.52%
368	Line Transformers	3.52%
369	Services	3.52%
370	Meters	3.52%
371	Installations on Custs. Prem.	3.52%
373	Street Lighting & Signal Sys.	3.52%
GENERAL PLANT (a)		
389.1	Land Rights	1.59%
390	Structures & Improvements	3.97%
391	Office Furniture & Equipment	3.20%
392	Transportation Equipment	3.52%
393	Stores Equipment	4.15%
394	Tools Shop & Garage Equipment	4.20%
395	Laboratory Equipment	5.76%
396	Power Operated Equipment	5.43%
397	Communication Equipment	5.88%
398	Miscellaneous Equipment	6.73%

Notes:

(a) As per the Settlement Agreement in Case No. 2014-00396, the Company's recommended depreciation rates are to be used for Big Sandy Plant, Transmission and General Plant.

(b) Mitchell Plant depreciation rates are based on the Company's calculation as modified by KIUC witness Kollen.

(c) Distribution Plant depreciation remain unchanged from the Kentucky Power 1991 case (Case No. 91-056).

**TARIFF B.E.R.
(Biomass Energy Rider)**

APPLICABLE.

To Tariffs R.S., R.S.-L.M.-T.O.D., R.S.-T.O.D., Experimental R.S.-T.O.D.2, S.G.S., S.G.S.-T.O.D., M.G.S., M.G.S.-T.O.D., L.G.S., L.G.S.-T.O.D., K-12 School, I.G.S., C.S.-I.R.P., M.W., O.L. and S.L.

RATE.

1. When energy is generated and sold to the Company from the ecopower biomass facility, an additional monthly charge shall be assessed. The allocation of the revenue requirement between residential and all other customers shall be based upon their respective contribution to total retail kWh sales during the most recently available 12 month period, according to the following formula:

$$\text{Residential Allocation RA(m)} = [R * P(m)] * [RS(b) / S(b)]$$

$$\text{All Other Allocation OA(m)} = [R * P(m)] * [OS(b) / S(b)]$$

Where:

(m) = the expense month;

(b) = the most recently available calendar twelve month period.

In the above formulas "R" is the rate for the current calendar year approved by this commission in the REPA between ecopower and Kentucky Power Company, "P" is the amount of kWh purchased by Kentucky Power in the current (m) period, and "S" is the kWh sales, all defined below.

2. Rate (R) shall be the dollar per MWh as defined in the REPA between ecopower and Kentucky Power Company, including any applicable escalation factor as defined in the REPA.
3. Produced energy (P) shall be the MWh produced and sold to Kentucky Power Company.
4. Sales (S) shall be all kWh sold, excluding intersystem sales. Utility used energy shall not be excluded in the determination of sales (S). Residential Sales (RS) shall be all kWh sold to the residential class. All Other Sales (OS) shall be all kWh sold to all other classes, where $(OS) = (S) - (RS)$.
5. The residential biomass adjustment factor (RBAF) shall be calculated to the nearest 0.0001 mil per kilowatt-hour, as set forth below.

$$\text{Residential Biomass Adjustment Factor (RBAF)} = RA(m) / RS(m)$$

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TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated XXXXXXXXX

**TARIFF B.E.R.
(Biomass Energy Rider)**

RATE. (Cont'd)

- 6. The commercial and industrial biomass adjustment factor applicable to all non-residential tariffs shall consist of two separate rate components: an energy charge per kilowatt-hour (CIBEAF) and a non-energy charge expressed as a percentage of non-fuel revenues (CIBNAF), as set forth below.

$$CIBEAF = OA(m) * \frac{LMP(b)}{R} / OS(m)$$

$$CIBNAF = OA(m) * \frac{R - LMP(b)}{R} / NFR(m)$$

Where:

(m) = the expense month;

(b) = the most recently available calendar twelve month period.

In the above formulas "R" is the rate for the current calendar year approved by this commission in the REPA between ecopower and Kentucky Power Company, "LMP" is the annual average LMP for the most recently available calendar year (b), "NFR" is the non-fuel revenue for all non-residential classes in the current (m) period, and "OS" is the kWh sales, all defined either above or below.

- 7. Locational Marginal Price (LMP) shall be the average day-ahead location marginal price for the AEP load zone as published by PJM Interconnection, LLC for the most recently available calendar twelve month period;
- 8. Non-Fuel Revenue (NFR) shall be non-fuel retail revenue for all classes other than residential for the expense month (m).
- 9. Any over/under recovery will be reflected in the monthly filing for the second billing month following the month the cost is incurred.
- 10. The monthly biomass energy rider shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustment, which shall include data, and information as may be required by the Commission.
- 11. Copies of all documents required to be filed with the Commission shall be open and made available for public inspection at the office of the Public Service Commission pursuant to the provisions of KRS61.870 to 61.884.

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RESERVED FOR FUTURE USE

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TITLE: Director Regulatory Services

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In Case No. 2014-00396 Dated XXXXXXXXX

IV. PJM RIDER

1 **Q. WHAT DOES THE COMPANY PROPOSE TO INCLUDE IN THE PJM RIDER?**

2 A. The Company is proposing to include various PJM Open Access Transmission Tariff
3 (OATT), energy, ancillary and administrative service charges and credits that it incurs
4 from its participation as a load serving entity (LSE) and generation resource owner in the
5 organized wholesale power markets of the PJM RTO.

6 **Q. WHAT SPECIFIC PJM CHARGE AND CREDIT ITEMS IS THE COMPANY**
7 **PROPOSING TO INCLUDE IN THE PJM RIDER?**

8 A. The Company is proposing to include all of its PJM LSE charges and credits which are
9 currently made up of but not limited to the following items: congestion, Financial
10 Transmission Rights (FTRs), meter corrections, operating reserve, inadvertent energy,
11 economic load response, synchronous condensing, reactive service, black start service,
12 regulation, synchronized reserve, day ahead scheduling reserve, peak hour PJM capacity
13 availability charges, market defaults and administrative services. PJM LSE marginal loss
14 charges and the marginal loss over collection credits will not be included since they are
15 included in the Company's fuel clause.

16 The Company is also proposing to include the following PJM LSE transmission
17 items: network integration transmission service (NITS) charges, transmission owner
18 scheduling system control and dispatch service (TO) charges, regional transmission
19 expansion plan (RTEP) charges, point-to-point (PTP) transmission service credits, RTO
20 start-up cost recovery charges and expansion cost recovery (ECRC) charges. In addition
21 to the above, the Company also proposes to include any new PJM LSE charges or credits
22 that may arise and be billed to the Company per the PJM tariffs.

EXHIBIT 14

PAGE 1 OF 2

1 to AEP and the excellent work it has been doing for not only its companies, but
2 for the entire utility network across the country.

3 **Q. WHY IS THE NCCR NECESSARY?**

4 A. As detailed in the testimony of Company Witness Stogran, NERC continues to
5 revise existing reliability standards and issue new reliability standards, and a
6 similar or increased level of activity in the future would be difficult to continue to
7 absorb and recover only through base rates. Cybersecurity needs also continue to
8 grow as new threats emerge and new vulnerabilities are identified. The NCCR
9 provides a mechanism for Kentucky Power to recover compliance costs for
10 cybersecurity in a timely fashion.

11 **Q. WHAT WILL BE RECOVERED THROUGH THE NCCR?**

12 A. The NCCR initially would be established at zero as a placeholder. Going
13 forward, the NCCR is intended to recover capital related costs and O&M
14 compliance costs associated with items such as information technology
15 infrastructure, physical security, workforce training, supervisory control and data
16 acquisition (SCADA) systems, smart grid security systems, internal and external
17 audits, external reporting, and recordkeeping. For example, program costs to
18 perform vulnerability assessments due to a specific identified threat could be a
19 type of cost proposed for inclusion in the NCCR. The Company would ensure
20 that only NERC-related capital and O&M costs are recovered through this
21 mechanism.

22 AEP is at the forefront of industry efforts to plan and prepare for these
23 types of NERC compliance and cybersecurity obligations. Kentucky Power

1 intends to continue planning and preparing for future compliance and
2 cybersecurity obligations, but unforeseen increases in compliance costs cannot
3 simply be absorbed within existing budgets. If new NERC compliance and
4 cybersecurity costs materialize, Kentucky Power will propose to the Commission,
5 in a rider application, recovery of these identified costs through the NCCR.
6 Company witness Rogness discusses the mechanics of how the NCCR will
7 recover the costs associated with these compliance activities in the event that
8 recovery is pursued.

9 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

10 A. Yes.

**TARIFF K-12 SCHOOL
(Public School)**

AVAILABILITY OF SERVICE.

Available for general service to K-12 School customers subject to KRS 160.325 with normal maximum demands greater than 100 KW but not more than 1,000 KW.

RATE.

Tariff Code	Service Voltage			
	Secondary	Primary	Subtransmission	Transmission
Service Charge per Month	\$ 85.00	\$ 127.50	\$ 628.50	\$ 628.50
Demand Charge per KW	\$ 4.67	\$ 4.53	\$ 4.48	\$ 4.41
Excess Reactive Charge per KVA	\$ 3.46	\$ 3.46	\$ 3.46	\$ 3.46
Energy Charge per KWH	7.692¢	6.535¢	4.517¢	4.425¢

MINIMUM CHARGE.

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

FUEL ADJUSTMENT CLAUSE.

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

SYSTEM SALES CLAUSE.

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

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 through 22-13 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ASSET TRANSFER RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by an Asset Transfer Adjustment Factor based on a percent of revenue in compliance with the Asset Transfer Rider contained in Sheet No. 36-1 through 36-2 of this Tariff Schedule. The Asset Transfer Adjustment Factor will be applied to bills until such time as the pro rata amount (computed on a 365-day annual basis) authorized to be recovered via Tariff A.T.R. in the Stipulation and Settlement Agreement, approved as modified by the Commission by its order dated October 7, 2013 in Case No. 2012-00578, has been recovered.

(Cont'd. On Sheet No. 9-10)

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In Case No. 2014-00396 Dated XXXXXXXX

TARIFF K-12 SCHOOL (Cont'd)
(Public School)

DELAYED PAYMENT CHARGE.

This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

METERED VOLTAGE.

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

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

MONTHLY BILLING DEMAND.

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

DETERMINATION OF EXCESS KILOVOLT-AMPERE (KVA) DEMAND.

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

(Cont'd on Sheet No. 9-12)

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In Case No. 2014-00396 Dated XXXXXXXXX

TARIFF K-12 SCHOOL (Cont'd)
(Public School)

BIG SANDY RETIREMENT RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy Retirement Rider Adjustment Factor based on a percent of revenue in compliance with the Big Sandy Retirement Rider contained in Sheet No. 38-1 through 38-2 of this Tariff Schedule.

BIG SANDY I OPERATION RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy I Operation Rider Adjustment Factor per kW and/or kWh calculated in compliance with the Big Sandy I Operation Rider contained in Sheet Nos. 39-1 through 39-2 of this Tariff Schedule.

PURCHASE POWER ADJUSTMENT.

Bills computed according to the rates set forth herein will be increased or decreased by a Purchase Power Adjustment Factor based on a percent of revenue in compliance with the Purchase Power Adjustment contained in Sheet No. 35-1 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1 through 29-5 of this Tariff Schedule.

CAPACITY CHARGE.

Bills computed according to the rates set forth herein will be increased by a Capacity Charge Factor per KWH calculated in compliance with the Capacity Charge Tariff contained in Sheet No. 28-1 through 28-2 of this Tariff Schedule.

KENTUCKY ECONOMIC DEVELOPMENT SURCHARGE.

Applicable to all customers. Bills computed according to the rates set forth herein shall be increased by a KEDS charge of \$0.15 per month and shall be shown on the customers' bills as a separate line item. The KEDS charge will be applied to all customer electric bills rendered during the billing cycles commencing July 2015 and continue until otherwise directed by the Public Service Commission.

HOME ENERGY ASSISTANCE PROGRAM (HEAP) CHARGE.

Applicable to all residential customers. Bills computed according to the rates set forth herein shall be increased by a HEAP charge of 15¢ per meter per month and shall be shown on the residential customers bill as a separate line item. The Home Energy Assistance Program charge will be applied to all residential electric bills rendered during the billing cycles commencing July 2010 and continue until otherwise directed by the Public Service Commission.

(Cont'd on Sheet No. 9-11)

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In Case No. 2014-00396 Dated XXXXXXXX

TARIFF K-12 SCHOOL (Cont'd)
(Public School)

TERM OF CONTRACT.

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

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

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

CONTRACT CAPACITY.

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

SPECIAL TERMS AND CONDITIONS.

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

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

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

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

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TARIFF I.G.S.
(Industrial General Service)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with contract demands of at least 1,000 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet normal maximum requirements.

RATE.

	<u>Secondary</u>	<u>Primary</u>	<u>Service Voltage Subtransmission</u>	<u>Transmission</u>
Tariff Code	356	358/370	359/371	360/372
Service Charge per month	\$ 276.00	\$ 276.00	\$ 794.00	\$ 1,353.00
Demand Charge per KW				
Of monthly on-peak billing demand	\$ 18.23	\$ 15.21	\$ 10.02	\$ 9.75
Of monthly off-peak billing demand	\$ 1.10	\$ 1.07	\$ 1.05	\$ 1.04
Energy Charge per KWH	3.357¢	3.241¢	3.205¢	3.167¢

Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand \$0.69/ KVAR

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

MINIMUM DEMAND CHARGE.

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

<u>Secondary</u>	<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
\$19.59/KW	\$16.53 /KW	\$11.32/KW	\$11.03/KW

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

MINIMUM CHARGE.

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

FUEL ADJUSTMENT CLAUSE.

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

SYSTEM SALES CLAUSE.

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

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

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TARIFF I.G.S.
(Industrial General Service)

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 through 22-13 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ASSET TRANSFER RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by an Asset Transfer Adjustment Factor based on a percent of revenue in compliance with the Asset Transfer Rider contained in Sheet No. 36-1 through 36-2 of this Tariff Schedule. The Asset Transfer Adjustment Factor will be applied to bills until such time as the pro rata amount (computed on a 365-day annual basis) authorized to be recovered via Tariff A.T.R. in the Stipulation and Settlement Agreement, approved as modified by the Commission by its order dated October 7, 2013 in Case No. 2012-00578, has been recovered.

BIG SANDY RETIREMENT RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy Retirement Rider Adjustment Factor based on a percent of revenue in compliance with the Big Sandy Retirement Rider contained in Sheet No. 38-1 through 38-2 of this Tariff Schedule.

BIG SANDY 1 OPERATION RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy 1 Operation Rider Adjustment Factor per kW and/or kWh calculated in compliance with the Big Sandy 1 Operation Rider contained in Sheet Nos. 39-1 through 39-2 of this Tariff Schedule.

PURCHASE POWER ADJUSTMENT.

Bills computed according to the rates set forth herein will be increased or decreased by a Purchase Power Adjustment Factor based on a percent of revenue in compliance with the Purchase Power Adjustment contained in Sheet No. 35-1 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1 through 29-5 of the Tariff Schedule.

CAPACITY CHARGE.

Bills computed according to the rates set forth herein will be increased by a Capacity Charge Factor per KWH calculated in compliance with the Capacity Charge Tariff contained in Sheet No. 28-1 through 28-2 of this Tariff Schedule.

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

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TARIFF I.G.S.
(Industrial General Service)

TERM OF CONTRACT.

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

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

CONTRACT CAPACITY

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

SPECIAL TERMS AND CONDITIONS.

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

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

This tariff is also available to Customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the Customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW. The Company shall not be obligated to supply demands in excess of that contracted capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

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

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

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TARIFF I.G.S.
(Industrial General Service)

KENTUCKY ECONOMIC DEVELOPMENT SURCHARGE.

Applicable to all customers. Bills computed according to the rates set forth herein shall be increased by a KEDS charge of \$0.15 per month and shall be shown on the customers' bills as a separate line item. The KEDS charge will be applied to all customer electric bills rendered during the billing cycles commencing July 2015 and continue until otherwise directed by the Public Service Commission.

HOME ENERGY ASSISTANCE PROGRAM (HEAP) CHARGE.

Applicable to all residential customers. Bills computed according to the rates set forth herein shall be increased by a HEAP charge of 15¢ per meter per month and shall be shown on the residential customers bill as a separate line item. The Home Energy Assistance Program charge will be applied to all residential electric bills rendered during the billing cycles commencing July 2010 and continue until otherwise directed by the Public Service Commission.

DELAYED PAYMENT CHARGE.

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

METERED VOLTAGE.

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

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

MONTHLY BILLING DEMAND.

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

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator.

(Cont'd on Sheet No. 10-4)

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