

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

In the Matter of:

Electronic Application Of Kentucky Power Company )  
For (1) A General Adjustment Of Its Rates For Electric )  
Service; (2) Approval Of Tariffs And Riders; (3) )  
Approval Of Accounting Practices To Establish ) Case No. 2020-00174  
Regulatory Assets And Liabilities; (4) Approval Of A )  
Certificate Of Public Convenience And Necessity; )  
And (5) All Other Required Approvals And Relief )

**Kentucky Power Company's Response To  
The Commission's July 24, 2020 Order**

Kentucky Power Company provides the following responses to the Commission's July 24, 2020 Order:

1. Ordering Paragraph 4: "Within five days of the date of the entry of this Order, Kentucky Power shall file its Response to Staff's Second Request, Item 22, in electronic format."

**Kentucky Power's Company's Response:**

KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment7 and  
KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment8 previously were confidentially filed with the Commission on July 22, 2020 using an encrypted file share site in accordance with the Commission's March 24, 2020 Order in Case No. 2020-00085.

KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment7 and  
KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment8 also were confidentially served on counsel for the Office of the Attorney General and Kentucky Industrial Utility Customers, Inc. on July 22, 2020 pursuant to the executed non-disclosure agreements between Kentucky Power on the one hand, and the Office of the Attorney General and Kentucky Industrial Utility Customers, Inc. on the other.

KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment1 through KPCO\_R\_KPSC\_2\_22\_ConfidentialAttachment6 are subject to the Company's pending July 21, 2020 motion for confidential treatment and are being confidentially filed with the Commission today and served on counsel for the Office of the Attorney General and counsel for Kentucky Industrial Utility Customers, Inc. using an encrypted file share site.

2. Ordering Paragraph 5: "Within five days of the date of the entry of this Order, Kentucky Power shall file the agreement that it executed with third party vendors that authored Kentucky Power's wage, compensation, and benefit surveys."

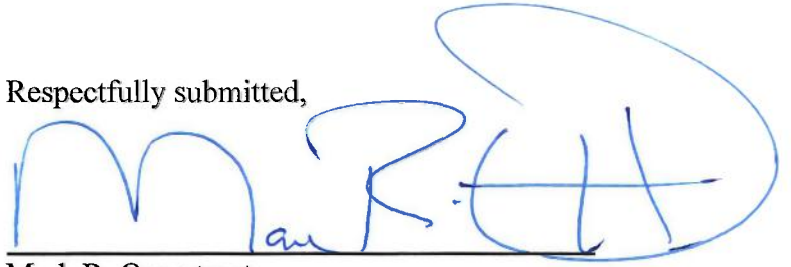
Kentucky Power Company's Response: American Electric Power Service Corporation ("AEPSC") obtained the studies from the third-party vendors by means of purchase orders. The studies are made available to AEPSC and other purchasers only upon their acceptance of the confidentiality terms imposed by the vendors. Please see Exhibit 1 appended to this response for the relevant confidentiality terms for each study obtained by AEPSC.

AEPSC was required under the confidentiality terms of its purchases to obtain releases from the vendors to produce the studies in response to KPSC 2-22. Please see Exhibit 2 appended to this response for the releases AEPSC obtained upon behalf of Kentucky Power that allowed the Company to produce the studies.

3. Ordering Paragraph 6: "Within five days of the date of the entry of this Order, Kentucky Power shall file copies of confidentiality agreements that it proposed be executed by parties to this proceeding."

Kentucky Power Company's Response: Attached as Exhibit 3 to this response are the nondisclosure agreements executed between Kentucky Power and the Attorney General and Kentucky Power and Kentucky Industrial Utility Customers, Inc.

Respectfully submitted,



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COUNSEL FOR KENTUCKY POWER  
COMPANY

EXHIBIT 1

## Terms and Conditions

Willis Towers Watson's surveys and the results of such surveys, including participation materials and related reports (collectively, "surveys") are made available by local Willis Towers Watson affiliated companies which are directly or indirectly controlled by Willis Towers Watson PLC (collectively referred to as "Willis Towers Watson") on the following terms and conditions.

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**General.** The validity and interpretation of these terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by your company for survey results provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these terms, these terms will prevail. Willis Towers Watson may deliver the surveys by providing your company access (via the internet) to Willis Towers Watson's online data delivery platform ("online platform"). Separate, supplemental terms and conditions apply to use and access of the online platforms. To the extent there is a conflict, these terms and conditions take precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under these terms without Willis Towers Watson's prior written consent.

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## Willis Towers Watson Data Services

Willis Towers Watson Data Services is a leading provider of compensation, benefits and employment practices information to the global employer community. Our databases are recognized worldwide as a premier source of current data for compensation planning.

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## About Willis Towers Watson

Willis Towers Watson (NASDAQ: WLTW) is a leading global advisory, broking and solutions company that helps clients around the world turn risk into a path for growth. With roots dating to 1828, Willis Towers Watson has 45,000 employees in more than 140 countries and markets. We design and deliver solutions that manage risk, optimize benefits, cultivate talent, and expand the power of capital to protect and strengthen institutions and individuals. Our unique perspective allows us to see the critical intersections between talent, assets and ideas – the dynamic formula that drives business performance. Together, we unlock potential. Learn more at [willistowerswatson.com](http://willistowerswatson.com).

# EAPDIS, LLC

## 2019 Energy Technical Craft Clerical Survey - ETCCS

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OCTOBER 2019



*Your Energy Partner Processing Data into Information  
Solutions<sup>SM</sup>*

PO Box 58  
Newport, VA 24128-0058



# **EAP DATA INFORMATION SOLUTIONS, LLC**

## **2019 Energy Technical Craft Clerical Survey (ETCCS)**

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Participating companies should be aware that, under unusual circumstances, information reported in EAPDIS surveys/systems might be subject to discovery in certain legal proceedings.

As a matter of policy, EAPDIS does not release individual company data and refers all such questions to the company.

For further information, please contact EAPDIS:

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Newport, VA 24128-0058

(703) 530-8949  
epowell@eapdis.com

United States

2019 Energy Services Executive Survey Report  
Compensation Data

Data in Effect: April 1, 2019



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United States

# 2019 General Industry Executive Survey Report Compensation Data

Data in Effect: April 1, 2019

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2019 Energy Services Middle Management,  
Professional and Support Survey Report  
Compensation Data

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**Use of Surveys.** You may use the surveys only within your own organization for internal human resources planning and may not modify, sell or transfer such surveys. Surveys may not be reproduced in employee newsletters or posted on your company's intranet. If you desire to share the surveys (in whole or in part) with a third party (including any entity controlling, controlled by, or under common control with your company, Willis Towers Watson's competitors and/or independent contractors working solely for your company), you must first obtain the written consent of Willis Towers Watson. Any use of the information contained in the surveys is not a substitute for seeking expert legal, consulting or other advice on the reasonableness or appropriateness of compensation and/or benefits levels and practices.

**Limitation of Liability.** The aggregate liability of Willis Towers Watson and its employees, directors, officers, agents and subcontractors (the "related persons") whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses under or in connection with these terms shall not exceed in aggregate the greater of (a) \$25,000 USD or (b) the total fees paid to Willis Towers Watson for the particular survey(s) and/or custom report(s) related to such survey(s), unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of Willis Towers Watson or our related persons in the case of: (a) death or personal injury resulting from Willis Towers Watson's or Willis Towers Watson's related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Willis Towers Watson or any of our related persons be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

**General.** The validity and interpretation of these terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by your company for survey results provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these terms, these terms will prevail. Willis Towers Watson may deliver the surveys by providing your company access (via the internet) to Willis Towers Watson's online data delivery platform ("online platform"). Separate, supplemental terms and conditions apply to use and access of the online platforms. To the extent there is a conflict, these terms and conditions take precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under these terms without Willis Towers Watson's prior written consent.

## Participation Terms

By participating in Willis Towers Watson's surveys, you will be deemed to have agreed to the following participation terms on behalf of your company and you represent that you have authority to submit data. As a participant, your company's name will be included on survey participant lists. Survey participants must submit data on a timely basis and provide an accurate and complete data submission, including completion of all sections of the participant materials (e.g., HR Policies & Practices ("HRP") sections, Benefits Design Practices ("BDP") sections, individual employee compensation data and long-term incentive information). Benefits and HRP data submitted may be used in current and future BDP and HRP surveys. Data may be submitted directly via the Willis Towers Watson portal hosted in the USA. If your company's data submission is late or does not meet the requirements for a particular survey, Willis Towers Watson may, at its discretion, limit/deny access to such survey results. For select surveys, participants must submit executive data to purchase executive products, middle management, professional and support data to purchase non-executive products and industry-specific functions/disciplines/positions to purchase associated industry-specific survey products.

**Confidentiality and Use of Data.** Participant data submitted to the surveys will be held in confidence. Willis Towers Watson takes reasonable security precautions, including the same precautions Willis Towers Watson takes to protect its own confidential information, to prevent unauthorized access. Participant data will be used by Willis Towers Watson for purposes of creating aggregated compensation survey results and/or anonymized benefits survey results which are presented in a manner that protects individual company confidentiality. Willis Towers Watson reserves the right to use participant data in multiple surveys, where relevant, which may be available to participants and non-participants. Participant data and survey results may be used by Willis Towers Watson for training, quality assurance, research and development, general promotional activities such as trends analysis and consulting services (e.g., market/job pricings) that are provided to survey participants and other selected clients of Willis Towers Watson. For North America only, if benefits data are used for such consulting services, benefits plan provisions will be disclosed by employer name.

**Data Protection.** Willis Towers Watson may pass participant data, which may include individually identifiable information ("personal data"), within our global network of Willis Towers Watson affiliated companies, which are directly or indirectly controlled by Willis Towers Watson PLC, including: (i) the applicable Willis Towers Watson contracting entity; (ii) Towers Watson Global Business Services Inc. in Manila, The Philippines, where Willis Towers Watson's Global Resource Center is located, which will be used to analyze participant data in connection with the surveys; and (iii) Towers Watson Delaware Inc. in the USA, where Willis Towers Watson's data collection portal is hosted and where participant data submitted via the portal will be stored. Willis Towers Watson may also pass participant data to certain subcontractors and providers of IT services, who will be subject to appropriate data protection standards. Willis Towers Watson has processes in place to limit the collection, storage and usage of personal data only to data that is relevant, adequate and necessary for carrying out the purposes described in this agreement. In addition, Willis Towers Watson has put in place internal Data Transfer Agreements based on the EU Model Clauses to further protect personal data. Irrespective of where Willis Towers Watson receives or stores personal data, Willis Towers Watson confirms that, acting as data processor, Willis Towers Watson will take appropriate technical, physical and organizational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Willis Towers Watson will process personal data in accordance with our Data Processing Protocol, where applicable, as it may be updated from time to time, available on request. Willis Towers Watson will use participant data only for the purposes described above, unless a participant instructs Willis Towers Watson otherwise. Participant and Willis Towers Watson shall each comply with applicable data privacy legislation and regulations.

United States

2019 General Industry Middle Management,  
Professional and Support Survey Report  
Compensation Data

Data in Effect: April 1, 2019



## Terms and Conditions

Willis Towers Watson's surveys and the results of such surveys, including participation materials and related reports (collectively, "surveys") are made available by local Willis Towers Watson affiliated companies which are directly or indirectly controlled by Willis Towers Watson PLC (collectively referred to as "Willis Towers Watson") on the following terms and conditions.

**Service Quality.** Willis Towers Watson will collect relevant data and conduct the surveys with reasonable care. While Willis Towers Watson cannot be responsible for verifying the accuracy and completeness of each data submission, a Willis Towers Watson associate will review each data submission for overall reasonableness. Willis Towers Watson provides the surveys on an "as is" basis and does not provide a warranty or guarantee of any kind as to the accuracy or completeness of the surveys or the data or information contained therein. Survey results will be available only if there are sufficient participants in the applicable survey.

**Intellectual Property Rights.** Willis Towers Watson retains all intellectual property rights in the surveys. Unauthorized use or duplication without prior written permission from Willis Towers Watson is prohibited. You shall not refer to us or include any of our work product (including, without limitation, the surveys and the information they contain) in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

**Use of Surveys.** You may use the surveys only within your own organization for internal human resources planning and may not modify, sell or transfer such surveys. Surveys may not be reproduced in employee newsletters or posted on your company's intranet. If you desire to share the surveys (in whole or in part) with a third party (including any entity controlling, controlled by, or under common control with your company, Willis Towers Watson's competitors and/or independent contractors working solely for your company), you must first obtain the written consent of Willis Towers Watson. Any use of the information contained in the surveys is not a substitute for seeking expert legal, consulting or other advice on the reasonableness or appropriateness of compensation and/or benefits levels and practices.

**Limitation of Liability.** The aggregate liability of Willis Towers Watson and its employees, directors, officers, agents and subcontractors (the "related persons") whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses under or in connection with these terms shall not exceed in aggregate the greater of (a) \$25,000 USD or (b) the total fees paid to Willis Towers Watson for the particular survey(s) and/or custom report(s) related to such survey(s), unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of Willis Towers Watson or our related persons in the case of: (a) death or personal injury resulting from Willis Towers Watson's or Willis Towers Watson's related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Willis Towers Watson or any of our related persons be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

**General.** The validity and interpretation of these terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by your company for survey results provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these terms, these terms will prevail. Willis Towers Watson may deliver the surveys by providing your company access (via the internet) to Willis Towers Watson's online data delivery platform ("online platform"). Separate, supplemental terms and conditions apply to use and access of the online platforms. To the extent there is a conflict, these terms and conditions take precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under these terms without Willis Towers Watson's prior written consent.

## Participation Terms

By participating in Willis Towers Watson's surveys, you will be deemed to have agreed to the following participation terms on behalf of your company and you represent that you have authority to submit data. As a participant, your company's name will be included on survey participant lists. Survey participants must submit data on a timely basis and provide an accurate and complete data submission, including completion of all sections of the participant materials (e.g., HR Policies & Practices ("HRP") sections, Benefits Design Practices ("BDP") sections, individual employee compensation data and long-term incentive information). Benefits and HRP data submitted may be used in current and future BDP and HRP surveys. Data may be submitted directly via the Willis Towers Watson portal hosted in the USA. If your company's data submission is late or does not meet the requirements for a particular survey, Willis Towers Watson may, at its discretion, limit/deny access to such survey results. For select surveys, participants must submit executive data to purchase executive products, middle management, professional and support data to purchase non-executive products and industry-specific functions/disciplines/positions to purchase associated industry-specific survey products.

**Confidentiality and Use of Data.** Participant data submitted to the surveys will be held in confidence. Willis Towers Watson takes reasonable security precautions, including the same precautions Willis Towers Watson takes to protect its own confidential information, to prevent unauthorized access. Participant data will be used by Willis Towers Watson for purposes of creating aggregated compensation survey results and/or anonymized benefits survey results which are presented in a manner that protects individual company confidentiality. Willis Towers Watson reserves the right to use participant data in multiple surveys, where relevant, which may be available to participants and non-participants. Participant data and survey results may be used by Willis Towers Watson for training, quality assurance, research and development, general promotional activities such as trends analysis and consulting services (e.g., market/job pricings) that are provided to survey participants and other selected clients of Willis Towers Watson. For North America only, if benefits data are used for such consulting services, benefits plan provisions will be disclosed by employer name.

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(i) the applicable Willis Towers Watson contracting entity; (ii) Towers Watson Global Business Services Inc. in Manila, The Philippines, where Willis Towers Watson's Global Resource Center is located, which will be used to analyze participant data in connection with the surveys; and (iii) Towers Watson Delaware Inc. in the USA, where Willis Towers Watson's data collection portal is hosted and where participant data submitted via the portal will be stored. Willis Towers Watson may also pass participant data to certain subcontractors and providers of IT services, who will be subject to appropriate data protection standards. Willis Towers Watson has processes in place to limit the collection, storage and usage of personal data only to data that is relevant, adequate and necessary for carrying out the purposes described in this agreement. In addition, Willis Towers Watson has put in place internal Data Transfer Agreements based on the EU Model Clauses to further protect personal data. Irrespective of where Willis Towers Watson receives or stores personal data, Willis Towers Watson confirms that, acting as data processor, Willis Towers Watson will take appropriate technical, physical and organizational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Willis Towers Watson will process personal data in accordance with our Data Processing Protocol, where applicable, as it may be updated from time to time, available on request. Willis Towers Watson will use participant data only for the purposes described above, unless a participant instructs Willis Towers Watson otherwise. Participant and Willis Towers Watson shall each comply with applicable data privacy legislation and regulations.

EXHIBIT 2



July 10, 2020

Ms. Cheryl L. Strawser  
Compensation & Executive Benefits Consultant  
American Electric Power  
1 Riverside Plaza  
Columbus Ohio, 43215

Dear Ms. Strawser:

**RE: Release of Willis Towers Watson Report to the Public Service Commission of Kentucky**

American Electric Power ("Client") has asked for the consent of Willis Towers Watson US LLC, on behalf of itself and its affiliates ("Willis Towers Watson") to provide copies of the following reports to the Public Service Commission of Kentucky ("Commission") in connection with Client's rate case:

- 2019 Energy Services Executive Compensation Survey – U.S.
- 2019 Energy Services Middle Management, Professional and Support Compensation Survey - U.S.
- 2019 General Industry Executive Compensation Survey – U.S.
- 2019 General Industry Middle Management, Professional and Support Compensation Survey – U.S.
- 2019 Custom AEP Peer Group – Executive Compensation Survey – U.S.

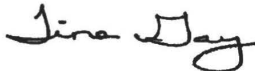
Because these reports are proprietary and confidential, Willis Towers Watson consents to the disclosure to the Commission provided that:

- Client obtains the Commission's agreement that it shall keep the reports strictly confidential, shall not reference or distribute the reports to any other party, shall use them solely for the purpose of this rate request and shall exempt them from public disclosure under the applicable freedom of information or open records act;
- Client shall not provide any additional information related to such reports without Willis Towers Watson's prior written consent; and
- Client includes a copy of this letter with the reports disclosed to the Commission.

Please do not hesitate to contact me should you or the Commission have any questions or wish to discuss.

Thank you.

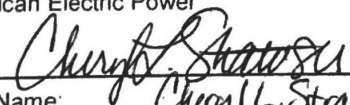
Very truly yours,



Tina Gay  
Senior Director, North America Survey Operations

Accepted and agreed:

American Electric Power

By:   
Print Name: Cheryl L. Strawser  
Title: Compensation & Executive Benefits Consultant  
Date: July 10, 2020

**From:** Edward Powell <[epowell@eapdis.com](mailto:epowell@eapdis.com)>

**Sent:** Friday, July 10, 2020 7:01 AM

**To:** Cheryl L Strawser <[clstrawser@aep.com](mailto:clstrawser@aep.com)>

**Cc:** Tanner S Wolffram <[tswolffram@aep.com](mailto:tswolffram@aep.com)>; Lisa L McNeil <[llmcneil@aep.com](mailto:llmcneil@aep.com)>; Kimberly K Kaiser <[kkkaiser@aep.com](mailto:kkkaiser@aep.com)>

**Subject:** [EXTERNAL] RE: EAPDIS ETCCS 2019 Survey Data Release Request under Protective Ruling

This is an **EXTERNAL** email. **STOP. THINK** before you **CLICK** links or **OPEN** attachments. If suspicious please click the '**Report to Incidents**' button in Outlook or forward to [incidents@aep.com](mailto:incidents@aep.com) from a mobile device.

In accordance to our phone conversation yesterday, EAPDIS, LLC does hereby grant to AEP its permission to provide the ETCCS to the Kentucky Regulatory Authority to review the contents of the ETCCS for the express purpose in its rate discovery process in accordance to the AEP protective agreement on such documents. It is also trusted that no ETCCS copy shall be made or provided to the Kentucky Regulatory Authority. The Authority can inspect and review the 2019 ETCCS for its rate case review under General Rate Case Docket No. 2020-00174. Any further questions can be directed to EAPDIS, LLC as shown below.

In a base rate case regulatory proceeding involving Kentucky Power Company d/b/a AEP Kentucky Power (an AEP affiliate), General Rate Case Docket No. 2020-00174 before the Kentucky Regulatory Authority, the Kentucky Public Service Commission, information which Kentucky Power understands is confidential, is the subject of discovery requests, and is required to be produced to other parties and Commission staff. Kentucky Power has endeavored to protect the confidentiality of the information, but it is required to provide it subject to the protective ruling in place in the case. Information will be provided confidentially to parties that have agreed to abide by this protective ruling, and a public version with the confidential information redacted.

**Ed Powell, Sr. SPHR | EAPDIS, LLC**

**EAP Data Information Solutions, LLC**

PO Box 58 | Newport, VA 24128-0058

t 703-530-8949 | f 703-659-1628 | c 703-447-1856

[epowell@eapdis.com](mailto:epowell@eapdis.com) | [www.eapdis.com](http://www.eapdis.com)

**CONFIDENTIAL COMMUNICATION**

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please immediately contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

**From:** Cheryl L Strawser <[clstrawser@aep.com](mailto:clstrawser@aep.com)>

**Sent:** Wednesday, July 8, 2020 8:45 PM

**To:** Edward Powell <[epowell@eapdis.com](mailto:epowell@eapdis.com)>

**Cc:** Tanner S Wolfram <[tswolfram@aep.com](mailto:tswolfram@aep.com)>; Lisa L McNeil <[llmcneil@aep.com](mailto:llmcneil@aep.com)>; Kimberly K Kaiser <[kkkaiser@aep.com](mailto:kkkaiser@aep.com)>

**Subject:** EAPDIS ETCCS 2019 Survey Data Release Request under Protective Ruling

**Importance:** High

Mr. Edward A. Powell Manager  
EAP Data Information Solutions, LLC PO Box 58  
Newport, VA 24128-0058  
(703) 530-8949

Good Evening Mr. Powell,

Again, we have been issued a discovery request by the Kentucky Public Service Commission to provide survey data in a Regulatory review hearing. This is regarding the 2019 Energy Technical Craft Clerical Survey (ETCCS).

In a base rate case regulatory proceeding involving Kentucky Power Company d/b/a AEP Kentucky Power (an AEP affiliate), General Rate Case Docket No. 2020-00174 before the Kentucky Regulatory Authority, the Kentucky Public Service Commission, information which Kentucky Power understands is confidential, is the subject of discovery requests, and is required to be produced to other parties and Commission staff. Kentucky Power has endeavored to protect the confidentiality of the information, but it is required to provide it subject to the protective ruling in place in the case. Information will be provided confidentially to parties that have agreed to abide by this protective ruling, and a public version with the confidential information redacted, may also be required. Please contact Cheryl L. Strawser, [clstrawser@aep.com](mailto:clstrawser@aep.com) or Tanner Wolfram, [tswolfram@aep.com](mailto:tswolfram@aep.com) should you have any questions about the requirement to produce this information or about the protection of its confidentiality.

Below is the question to which the company must respond:

Commonwealth of Kentucky  
Before the Public Service Commission  
Commission Staff's Second Request for Information to Kentucky Power Company

*Item 22. Provide the most recent wage, compensation, and employee benefits studies, analyses, or surveys conducted since the utility's last base rate case or that are currently utilized by the utility.*

Respectfully,



**CHERYL L STRAWSER** | COMP&EXEC BENEFITS CONSULTANT  
[CLSTRAWSER@AEP.COM](mailto:CLSTRAWSER@AEP.COM) | C:614.570.7447  
1 RIVERSIDE PLAZA, COLUMBUS, OH 43215

EXHIBIT 3

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

In the Matter of:

Electronic Application Of Kentucky Power Company )	
For (1) A General Adjustment Of Its Rates For Electric )	
Service; (2) Approval Of Tariffs And Riders; (3) )	
Approval Of Accounting Practices To Establish )	Case No. 2020-00174
Regulatory Assets And Liabilities; (4) Approval Of A )	
Certificate Of Public Convenience And Necessity; )	
And (5) All Other Required Approvals And Relief )	

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**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into by and between the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention (“Intervenor”)<sup>1</sup> and Kentucky Power Company (“Kentucky Power”).

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in *In the Matter of: Electronic Application Of Kentucky Power Company For (1) A General Adjustment Of Its Rates For Electric Service; (2) Approval Of Tariffs And Riders; (3) Approval Of Accounting Practices To Establish Regulatory Assets And Liabilities; (4) Approval Of A Certificate Of Public Convenience And Necessity; And (5) All Other Required Approvals And Relief*, Case No. 2020-00174 (“the Proceeding”).

Notwithstanding any order terminating the Proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this

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<sup>1</sup> As used in this Agreement, Intervenor includes its Authorized Representatives as defined below.

proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of Intervenor involved in this case including any expert or employee of an expert retained by Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

3. “Protected Materials” are materials so designated by Kentucky Power that customarily are treated by Kentucky Power as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Kentucky Power to risk of competitive disadvantage or other business injury. Protected Materials also include Critical Energy Infrastructure Information (“CEII”) subject to the provisions of 18 C.F.R. § 388.112 and 18 C.F.R. § 388.113; all information designated CEII shall be treated in accordance with the requirements thereof. Protected Materials shall not include the following: (a) any information or document that has been filed with and placed of record in the public files of the Kentucky Public Service Commission (“Commission”), or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court or for which a request for protection is pending; or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Kentucky Power.

4. “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic information) that copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement to Intervenor solely for its use in the Proceeding and any appeals from the Proceeding, and may not be used by Intervenor for any commercial, business, or other purpose whatsoever.

6. Protected Materials shall remain available to Intervenor until an order terminating the Proceedings becomes no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Kentucky Power, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7 of this Agreement. Within such time period, Intervenor, if requested to do so, shall also submit to Kentucky Power an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7 below. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

7. All Protected Materials shall be maintained by Intervenor in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected

Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

8. An Authorized Representative shall not be permitted to inspect, participate in discussion regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate, provided that if an attorney qualified as an Authorized Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to Kentucky Power prior to disclosure of any Protected Materials to an Authorized Representative.

9. Any Authorized Representative may disclose Protected Materials to any other Authorized Representative as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed a Non-Disclosure Certificate. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate.



10. Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

11. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents that refer to Protected Materials, shall be filed and served in compliance with the applicable procedures for filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so in conformity with 807 KAR 5:001, Section 7.

12. Nothing in this Agreement shall be construed as precluding Kentucky Power or Intervenor from objecting to the use of Protected Materials on any legal grounds. Moreover, nothing in this Agreement shall be construed as a waiver of Kentucky Power's right to object to data requests or other requests for information or documents from Intervenor.

13. Nothing in this Agreement shall preclude Intervenor from requesting that the Commission find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Commission issues a finding that such materials should not be designated as Protected Materials and all appeals from such a finding. Neither Kentucky Power nor Intervenor waives its rights to seek additional administrative or judicial remedies following a Commission finding that Protected Materials are not subject to protection.

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 *et seq.* of the Kentucky Rules of Civil Procedure

brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that upon any disclosure of any information in violation of this agreement that is determined to be protectable by the Commission, Kentucky Power shall be entitled to seek preliminary and other injunctive relief against such violation without being required to post a bond therefore, in addition to any other rights or remedies which the Company may have in equity, and for which there is no remedy at law.


15. Inadvertent production of documents or other information or data subject to work product immunity or the attorney-client privilege shall not constitute a waiver of the immunity or privilege, provided that the producing party notifies the receiving party in writing of such inadvertent production immediately upon learning of same. Such inadvertently produced documents, and all copies thereof, shall be returned to the producing party upon request. No use may be made of such documents subsequent to the request to return them.

16. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials, including Notes of Protected Materials, shall not be disclosed to anyone other than in accordance with this Non-Disclosure Agreement and shall be used only in connection with this proceeding.

BY: Kentucky Power Company

BY: Attorney General of the  
Commonwealth of Kentucky, by and  
through his Office of Rate Intervention

\_\_\_\_\_  
Counsel

  
\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date 6/15/2020

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

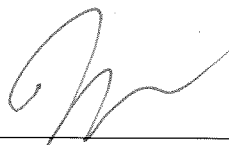
In the Matter of:

Electronic Application Of Kentucky Power Company )	
For (1) A General Adjustment Of Its Rates For Electric )	
Service; (2) Approval Of Tariffs And Riders; (3) )	
Approval Of Accounting Practices To Establish )	Case No. 2020-00174
Regulatory Assets And Liabilities; (4) Approval Of A )	
Certificate Of Public Convenience And Necessity; )	
And (5) All Other Required Approvals And Relief )	

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**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement between Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention and Kentucky Power Company in the above-captioned proceeding, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, including Critical Energy Infrastructure Information (“CEII”) subject to the provisions of 18 C.F.R. § 388.113 (2012) (all information designated CEII shall be treated in accordance with the requirements thereof), along with any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Non-Disclosure Agreement, and will be used only for the purposes of this proceeding.

BY:  \_\_\_\_\_

Joseph Michael Wes  
(Printed or Type Name)

Title: Dep. Exec. Dir.

Representing: OAG

Date: 6/12/20

BY: Heather Napier  
Heather Napier  
(Printed or Type Name)

Title: Complaint Investigator II

Representing: Ky OAG

Date: 6/12/2020

BY: JM for LC

Larry Cook  
(Printed or Type Name)

Title: AA G

Representing: OAG

Date: 6/17/20

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

In the Matter of:

Electronic Application Of Kentucky Power Company )	
For (1) A General Adjustment Of Its Rates For Electric )	
Service; (2) Approval Of Tariffs And Riders; (3) )	
Approval Of Accounting Practices To Establish )	Case No. 2020-00174
Regulatory Assets And Liabilities; (4) Approval Of A )	
Certificate Of Public Convenience And Necessity; )	
And (5) All Other Required Approvals And Relief )	

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**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Kentucky Industrial Utility Customers, Inc. (“Intervenor”)<sup>1</sup> and Kentucky Power Company (“Kentucky Power”).

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in *In the Matter of: Electronic Application Of Kentucky Power Company For (1) A General Adjustment Of Its Rates For Electric Service; (2) Approval Of Tariffs And Riders; (3) Approval Of Accounting Practices To Establish Regulatory Assets And Liabilities; (4) Approval Of A Certificate Of Public Convenience And Necessity; And (5) All Other Required Approvals And Relief*, Case No. 2020-00174 (“the Proceeding”).

Notwithstanding any order terminating the Proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this

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<sup>1</sup> As used in this Agreement, Intervenor includes its Authorized Representatives as defined below.



proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of Intervenor involved in this case including any expert or employee of an expert retained by Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

3. “Protected Materials” are materials so designated by Kentucky Power that customarily are treated by Kentucky Power as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Kentucky Power to risk of competitive disadvantage or other business injury. Protected Materials also include Critical Energy Infrastructure Information (“CEII”) subject to the provisions of 18 C.F.R. § 388.112 and 18 C.F.R. § 388.113; all information designated CEII shall be treated in accordance with the requirements thereof. Protected Materials shall not include the following: (a) any information or document that has been filed with and placed of record in the public files of the Kentucky Public Service Commission (“Commission”), or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court or for which a request for protection is pending; or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Kentucky Power.

4. “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic information) that copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement to Intervenor solely for its use in the Proceeding and any appeals from the Proceeding, and may not be used by Intervenor for any commercial, business, or other purpose whatsoever.

6. Protected Materials shall remain available to Intervenor until an order terminating the Proceedings becomes no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Kentucky Power, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7 of this Agreement. Within such time period, Intervenor, if requested to do so, shall also submit to Kentucky Power an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7 below. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

7. All Protected Materials shall be maintained by Intervenor in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected

Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

8. An Authorized Representative shall not be permitted to inspect, participate in discussion regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate, provided that if an attorney qualified as an Authorized Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to Kentucky Power prior to disclosure of any Protected Materials to an Authorized Representative.

9. Any Authorized Representative may disclose Protected Materials to any other Authorized Representative as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed a Non-Disclosure Certificate. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate.

10. Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

11. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents that refer to Protected Materials, shall be filed and served in compliance with the applicable procedures for filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so in conformity with 807 KAR 5:001, Section 7.

12. Nothing in this Agreement shall be construed as precluding Kentucky Power or Intervenor from objecting to the use of Protected Materials on any legal grounds. Moreover, nothing in this Agreement shall be construed as a waiver of Kentucky Power's right to object to data requests or other requests for information or documents from Intervenor.

13. Nothing in this Agreement shall preclude Intervenor from requesting that the Commission find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Commission issues a finding that such materials should not be designated as Protected Materials and all appeals from such a finding. Neither Kentucky Power nor Intervenor waives its rights to seek additional administrative or judicial remedies following a Commission finding that Protected Materials are not subject to protection.

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 *et seq.* of the Kentucky Rules of Civil Procedure

brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that upon any disclosure of any information in violation of this agreement that is determined to be protectable by the Commission, Kentucky Power shall be entitled to seek preliminary and other injunctive relief against such violation without being required to post a bond therefore, in addition to any other rights or remedies which the Company may have in equity, and for which there is no remedy at law.


15. Inadvertent production of documents or other information or data subject to work product immunity or the attorney-client privilege shall not constitute a waiver of the immunity or privilege, provided that the producing party notifies the receiving party in writing of such inadvertent production immediately upon learning of same. Such inadvertently produced documents, and all copies thereof, shall be returned to the producing party upon request. No use may be made of such documents subsequent to the request to return them.

16. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials, including Notes of Protected Materials, shall not be disclosed to anyone other than in accordance with this Non-Disclosure Agreement and shall be used only in connection with this proceeding.

BY: Kentucky Power Company

BY: Kentucky Industrial Utility  
Customers, Inc.

\_\_\_\_\_  
Counsel

  
\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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

In the Matter of:

Electronic Application Of Kentucky Power Company )  
For (1) A General Adjustment Of Its Rates For Electric )  
Service; (2) Approval Of Tariffs And Riders; (3) )  
Approval Of Accounting Practices To Establish )  
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And (5) All Other Required Approvals And Relief )

Case No. 2020-00174

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BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed or Type Name)

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_