

Kentucky Power Company  
KPSC Case No. 2020-00245  
Commission Staff's Second Set of Data Requests  
Dated October 7, 2020  
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**DATA REQUEST**

**2\_1**

Refer to Kentucky Power's response to Staff's First Request for Information (Staff's First Request), Item 2, Attachment 1.

- a. Per Note 2, explain the amount of and type (high or low sulfur) deferred coal from each supplier currently under contract with Kentucky Power and when Kentucky Power expects to fulfill the terms of the contract.
- b. Explain the rationale for continuing to purchase coal from companies that had not honored their contract commitments.
- c. Explain why Kentucky Power would continue to enter into coal purchase contracts of any length when it is having to negotiate with coal companies to defer deliveries to later dates in order to manage inventory levels.
- d. For Contract Order No. 07-77-05-900, Consolidation Coal Company and McElroy Coal Company (Coal Company), provide an update of the status of the contract including the remaining term and end date of the contract, the remaining amount of coal Kentucky Power is contractually required to be taken in each of the remaining years, and the contract's Force Majeure terms that would allow Kentucky Power to cancel the contract, and if the contract were to be broken, whether there would be any payments (continuing or otherwise) to the Coal Company.
- e. For Contract Order No 03-00-17-004, Ember Energy, LLC; and Contract Order 03-00-18-007, SNR RiverOps, LLC, explain in detail the reasoning given by each supplier for why the required quantity was failed to be delivered during term. Also, provide Kentucky Power's response to the suppliers' failure to fulfill the contract.
- f. Also, refer to Kentucky Power's response to Staff's First Request, Item 1, Attachment 1. In response to Item 1, Ember Energy, LLC is footnoted as having been originally executed as a Spot purchase, but amended with the Term in excess of one year. In response to Item 2, Ember Energy, LLC is footnoted as having failed to deliver required quantity during term. Explain whether the contract was extended before or after the supplier failed to deliver the required quantity during term.

**RESPONSE**

- a. 03-00-18-002 (low sulfur): Contract term has ended. Tonnage requirements were fulfilled outside of the review period in May 2020.

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03-00-18-008 (low sulfur): The parties agreed to delay deliveries of 8,650 tons to be shipped the second half of 2020. The contract is currently scheduled to be fulfilled during its original term which ends on December 31, 2020.

03-00-18-009 (low sulfur): The parties agreed to delay deliveries of approximately 25,000 tons to be shipped during the second half of 2020. The contract is currently scheduled to be fulfilled during its original term which ends on December 31, 2020.

03-00-18-010 (low sulfur): The parties agreed to delay deliveries of approximately 20,000 tons to be delivered in 2021 and thus prior to the end of the original term.

07-77-05-900 (high sulfur): Per the terms of the contract, the Company elected to defer 400,000 tons of its 2020 obligation to be delivered in 2021 and thus prior to the end of the term of the agreement.

b. Where the contract price is less than the current price for similar coal the Company will attempt to extract as much value as possible by extending the term and accepting as many tons as possible. Otherwise, the Company will remove the counterparty from its Bidder list upon determining the counterparty is incapable or unwilling to meet its obligations under the contract.

c. Because contracts are typically negotiated well in advance of when the coal is required for consumption the Company may issue a solicitation to meet its projected needs in a future delivery period notwithstanding the fact it currently has a surplus of coal. A solicitation will not be issued for a future period where the Company projects additional coal will not be required.

d. The term of 07-77-05-900 ends on 12/31/2022. The Company exercised its right to defer 400,000 tons from 2020 into 2021. There are 126,657 tons remaining on the contract for delivery during the period October through December 2020 and the Company has a commitment of 1,400,000 tons\* per year in 2021 and 1,000,000 tons in 2022.

\*Note: 400,000 tons can be deferred each year to the following year through 2023. Please see KPCO\_R\_PSC\_2-01 Attachment 1 for the "Force Majeure" and "Other Governmental Legislation, Regulations, and Orders" language present in the agreement that could result in Kentucky Power terminating the agreement. The cost for early termination is not specified in the agreement.

e. 03-00-17-004 (Ember Energy). Kentucky Power provided notice to Ember that it was in violation of the agreement and would be subject to the Shortfall Damages provision under the agreement (see KPCO\_R\_PSC\_2-01 Attachment 2). Ember subsequently provided a response (see KPCO\_R\_PSC\_2-01 Attachment 3). Kentucky Power accepted

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Ember's proposal and agreed to extend the agreement through December 2019 because the contract price was less than the then market price and because the Company forecasted a need for additional coal. The Company allowed the contract to expire at the end of 2019 when Ember failed to meet its delivery obligations. The Company's forecasts indicated the coal would not be required and the contract price was no longer favorable. Kentucky Power did not bring an action for damages; Ember Energy instead was removed from Kentucky Power's bid list for future solicitations.

03-00-18-007 (SNR). The agreement provided for deliveries in calendar year 2019.

SNR failed to deliver the contract quantity because SNR's sales and marketing agreement with the coal producer was terminated. Kentucky elected to terminate the agreement in 2020 based on SNR's default because the contracted quantities were not required (see KPCO\_R\_PSC\_2-01 Attachment 4) and the contract price was no longer favorable.

f. Please refer to response to subpart b. The contract was extended prior to the end of the original term.

Witness: Amy E. Jeffries

## **ARTICLE XII**

### **Force Majeure**

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details, orally and confirmed promptly in writing, of the Force Majeure to the other Party as soon as practicable (but in no event later than ninety (90) days after the date that such event prevents the delivery and/or receipt of Coal), then the Claiming Party shall be excused from the performance of its obligations. During such ninety (90) day period, Seller shall make Commercially Reasonable Efforts to provide Buyer with an estimated delivery schedule. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. Failure to give such notice and furnish such information within the time specified shall be deemed a waiver of all rights under this Article for such period of time during which notice was not given. Buyer and Seller shall exercise reasonable efforts to mitigate or eliminate the conditions which have caused the Force Majeure condition, provided, however, nothing herein contained shall be construed as requiring Seller or Buyer to accede to any demands of labor, or labor unions, or suppliers, or other parties which Seller or Buyer considers unacceptable. No suspension or reduction by reasons of Force Majeure shall invalidate the remainder of this Agreement but, on the removal of the cause, shipments shall resume at the specified rate. The Claiming Party claiming Force Majeure shall furnish the non-Claiming Party a monthly statement by the 15th day of the calendar month setting forth the amount of tonnage not shipped or to be reduced because of Force Majeure causes asserted during the preceding calendar month.

If an event of Force Majeure reduces deliveries pursuant to this Agreement by at least twenty-five percent (25%) for a continuous period of ninety (90) days, then at any time thereafter during the Force Majeure period, the Party not claiming Force Majeure shall have the option, upon three (3) days' prior written notice, to terminate the portion of the obligations of the Parties hereunder that were affected by the Force Majeure event.

In the event of a Force Majeure, delivery of the affected quantity of Coal shall not be made up except at the sole discretion of the non-Claiming Party. Such make up of Tons shall occur in accordance with a schedule mutually agreed to by Buyer and Seller. Following a Party's receipt of the non-Claiming Party's notice electing to make up the shortfall due to the Force Majeure event, then, subsequent to the Claiming Party's receipt of such notice and prior to the making up of all of the shortfall, (i) if the Claiming Party is Seller, then Seller agrees to not sell coal from the Approved Production Sources that is not at the time of Seller's receipt of such notice contractually committed to any third party without first offering such coal to Buyer as make up tonnage, and (ii) if the Claiming Party is Buyer, then Buyer agrees to not buy coal meeting the requirements of the applicable Plant that is not at the time of Buyer's receipt of such notice contractually committed from any third party without first offering such coal to Seller as make up tonnage.

If Buyer is the non-Claiming Party, then the Tons shall be made up at the Contract Price in effect at the time of Seller's claim of Force Majeure. If Seller is the non-Claiming Party, then the Tons shall be made up at the Contract Price in effect at the time of the make up.

If Seller claims Force Majeure under this Agreement and has additional obligations to provide Coal from the Approved Production Sources, or if Buyer claims Force Majeure and has obligations to purchase coal of a similar type and quality as the Coal under other coal sales agreements, then any reductions in Seller's deliveries or Buyer's purchases (as applicable) shall be allocated by the Party claiming Force Majeure on a pro rata basis among this Agreement and such other coal purchase or sales agreements to the extent contractually permitted by such agreements. Without limiting the generality of this Article, (i) in the event of a Force Majeure event which causes a partial curtailment of electrical generation from or electrical generating capacity at the Plant or partial curtailment of transmission or distribution of electricity therefrom, Buyer shall at its option, be relieved under this Article from its obligation to accept a portion (based on such partial curtailment) of the Coal scheduled for delivery to the Plant for the period during which such event or occurrence exists or existed, on a pro rata basis with all other coal suppliers to such Plant and (ii) in the event of a Force Majeure event which causes a total curtailment of electrical generation from or electrical generating capacity at the Plant or of transmission or distribution of electricity therefrom, Buyer shall at its option, be relieved under this Article from its obligation to accept the total quantity of the Coal scheduled for delivery to the Plant for the period during which such event or occurrence exists or existed.

**"Force Majeure"** means an event or circumstance which prevents one Party (the "Claiming Party") from performing its obligations under this Agreement, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to, an event or occurrence beyond the control of either Party and whether foreseen or unforeseeable, such as, without limitation, acts of God, war, acts or threatened acts of terrorism, insurrection, riots, nuclear disaster, strikes, labor disputes, threats of violence, labor and material shortages, fires, explosions, floods, river freeze-ups, extraordinary adverse geologic or mining conditions, breakdowns or damage to mines, plants, equipment, or facilities (including a forced outage or an extension of a scheduled outage of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruptions to or slowdowns in transportation, railcar shortages, barge shortages, embargoes, orders, or acts of civil or military authority, laws, regulations, or administrative rulings, or total or partial interruptions of either Party's operations which are due to any enforcement action or other administrative or judicial action arising from any law or regulation. Force Majeure shall not be based on: (1) Buyer's inability economically to use or resell the Coal purchased hereunder; (2) the Seller's ability to sell the Coal at a price greater than the Contract Price; or (3) Seller's inability to economically produce or obtain the Coal.

Other Governmental Legislation, Regulations, and Orders

Section 9.1. Buyer Compliance. Seller and Buyer shall make good faith efforts to comply with the provisions of all federal, state, and other governmental laws and any applicable orders and/or regulations, or any amendments or supplements thereto, which have been, or may at any time be, issued by a governmental agency.

Section 9.2. Government Impositions on Buyer. (a) If any federal, state, or other governmental law, regulation, or order (including but not limited to the Clean Air Act Amendments of 1990) (a "Government Imposition") is enforced or imposed upon Buyer (i) regarding the purchasing, burning, transporting, or the use of the Coal specified in this Agreement that would increase Buyer's cost of burning or using such Coal on a dollar per Ton basis equivalent to more than two and one-half percent (2.5%) of the then current Contract Price, (ii) reducing the emission limitations below the current standard, or addressing the sulfur or other chemical content of the Coal to be burned at any of the Plant(s); or if, as a result of any Government Imposition relating to the sulfur or other chemical content of the Coal and/or the stack emission limitations at a Plant(s), Buyer revises the specifications of the Coal to be burned at the Plant(s) and/or reduces the stack emission limitations at the Plant(s), in order that the Plant(s) may be in compliance with said Government Imposition; or if as a result of any of the foregoing, Buyer in its sole reasonable judgment decides to discontinue the use of Coal at the affected Plant(s), then Buyer may terminate deliveries of Coal to such Plant(s) by written notice to Seller as of the date determined pursuant to Section 9.4. If Buyer so requests, Seller may, but is not obligated to, agree to deliver Coal having such different specifications and/or quantity requirements in accordance with the remainder of the terms and conditions of this Agreement (specifically at the price provisions set forth in Article V); provided, however, that those provisions dealing with quantity and/or quality will be changed appropriately to accommodate such different specifications and/or quantities. If, within thirty (30) days of Seller's receipt of Buyer's notice to Seller pursuant to this Section 9.2, Seller has not agreed to continue deliveries as provided above, Buyer may terminate deliveries of Coal to such Plant(s) by written notice to Seller. Should Buyer make such termination election, deliveries to such Plant(s) shall terminate as of the date determined pursuant to Section 9.4.

(b) If any Government Imposition reduces or eliminates the rights of Buyer to sell electric power to a location or locations served by the Plants, then Buyer may permanently reduce deliveries under this Agreement at any time thereafter by written notice to Seller setting forth the date upon which Buyer's election shall become effective; provided, however, that said effective date shall in no event be earlier than sixty (60) days after the date of delivery of such notice. Such reduction in deliveries shall be allocated on a pro rata basis among this Agreement and all other coal purchase agreements for the Plants then in effect.

SENT VIA EMAIL TO [JLETTCPA@GDHCO.COM](mailto:JLETTCPA@GDHCO.COM)

Ember Energy, LLC  
1084 Highway 7  
West Liberty, KY 41472  
Attn: Jon Lett

February 14, 2019

Re: AEP Purchase Order No. 03-00-17-004, dated February 16, 2017 between  
Ember Energy, LLC ("Buyer") and Kentucky Power Company ("Seller")

Notice of Shortfall Damages

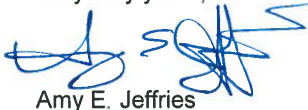
Dear Mr. Lett:

Reference is made to the above-captioned AEP Purchase Order, as amended (the "Contract"), under which Seller is obligated to supply Coal to Buyer.

Pursuant to Section 11 of the Contract, if Seller fails to deliver all or any part of the quantity of Coal to be delivered, Seller shall pay Buyer for each Ton of such deficiency based on subtracting the Contract Price from the Replacement Price, which Replacement Price shall be either Buyer's costs to replace such Coal or as Buyer otherwise determines in a commercially reasonable manner the market price for such Coal. Due to Seller's failure to fulfill the Coal tonnage delivery requirements under the Contract, Buyer has elected to calculate the shortfall damages due by Seller based on its commercially reasonable determination of the market price of such Coal. Please see the attached invoice detailing Buyer's calculation of the shortfall damages and Buyer's request for such payment due.

Buyer has not applied any additional charges at this time due to transportation costs or any legal expenses incurred by Buyer in connection with enforcing or protecting its rights under this Contract. Such additional charges, if applicable, will be billed at a later time.

Very truly yours,



Amy E. Jeffries

cc: Maria Malguarnera  
Mark Leskowitz  
Jeff Dial  
Tom Gant



SENT VIA EMAIL TO [JLETTCPA@GDHCO.COM](mailto:JLETTCPA@GDHCO.COM)

**INVOICE**  
**February 14, 2019**

To: Ember Energy, LLC  
 1084 Highway 7  
 West Liberty, KY 41472  
 Attn: Jon Lett

Re: AEP Purchase Order No. 03-00-17-004  
 Invoice for Shortfall Damages

Date	Central Appalachia Nymex Spec Quarter 1 Washington close, USD/st	
	Timing	midpoint
25 Jan 2019	Q2-2019	63.90
18 Jan 2019	Q2-2019	63.90
11 Jan 2019	Q2-2019	62.55
04 Jan 2019	Q2-2019	62.55

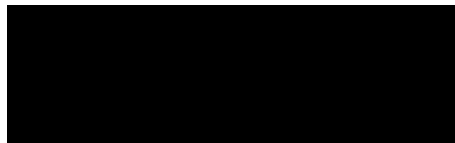
Replacement Price (Average Index Price)	\$	63.23	
Contract Price	\$	54.49	
Difference Per Ton	\$	8.73	per Ton
Shortfall Tons Due January 2019		15,374	
Tons Received January 2019		1,587	
<b>Total Due Buyer</b>		<b>\$ 120,428.16</b>	

Tons Remaining on Contract as of Dec. 31, 2018 92,246.00  
 Tons Due January = Tons Remaining/6 Months

Total Payment Amount Due by March 15, 2019:

\$120,428.16

Remit to:





# EMBER ENERGY LLC

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October 16, 2018

Mr. Jeffery C Dial  
Director – Coal, Transportation & Reagents Procurement  
Regulated Commercial Operations  
American Electric Power Services Corporation  
As Agent for Kentucky Power & Indiana Michigan Power

Re: AEP PO Numbers 03-00-17-002 & 03-00-17-004

Mr. Dial:

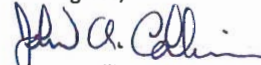
I am in receipt of your letters dated October 11, 2018 relating to shipment shortfalls under the above referenced Purchase Orders. Let me start by saying that we deeply regret the current situation. I have been involved in shipping coal to AEP under various contracts through agreements with Oak Hill Coal Corp, SM&J, Inc, Licking River Resources, Inc and Ember Energy, LLC. These agreements date all the way back to 2003 and I assure you the relationship with AEP has been greatly appreciated. Over the years, we've had a few issues but have always strived to be a good supplier to AEP and I feel like we've generally had pretty solid performance. Unfortunately, I can't say the same about the current year.

Our problems have been numerous. They range from moving to a new location, historically bad weather and some very difficult geological issues relating to coal quality. Some of these issues might be considered Force Majeure Events, but we don't want to start down that road with a customer like AEP. We are completely committed to shipping the contracted tonnage. Ember just needs additional time to get back on track. We have gathered extensive data on the coal seams being mined and feel certain that we'll see a great improvement in quality as we move into 2019. We have also contracted with a company to highwall mine on the property and this should give us some additional tonnage.

It will take us a couple of months to move out of the area containing higher sulfur coal, so I don't think we'll see a big increase in the volume available to AEP in the next couple of months. My guess is that we'd finish the year owing AEP approximately 130,000 tons in total under the two agreements. We would gladly spread those tons out over 2019 at the current contract price. That would equate to approximately 11,000 tons per month.

I hope you find this plan to be acceptable. We want to ship the coal you purchased and prove that we can be a reliable supplier to your operations. I would also be happy to meet at your offices, should you like to discuss this proposal in more detail. Please feel free to contact me with any questions.

Best regards,



John A. Collins  
Managing Member

P.O. Box 459 West Liberty, KY 41472  
Phone: (606) 743-4223 Fax: (606) 743-7465



American Electric Power  
303 Marconi Boulevard, Suite 300  
Columbus, OH 43215  
aep.com

**SENT VIA EMAIL TO:** [vmcdonald@newyorkenergyllc.com](mailto:vmcdonald@newyorkenergyllc.com); [dstone@snresources.com](mailto:dstone@snresources.com)

March 4, 2020

SNR River Ops, LLC  
PO Box 2207  
Huntington, WV 25722  
Attn: Vince McDonald / David Stone

Re: AEP Purchase Order No. 03-00-18-007, dated October 15, 2018,  
by and between Kentucky Power Company ("Buyer") and SNR  
River Ops, LLC ("Seller")

**Notice of Quantity Shortfall and Termination**

Dear Mr. Stone and Mr. McDonald:

Reference is made to the above-captioned AEP Purchase Order (the "Contract"), under which Seller and Buyer contracted for the sale and purchase of 136,000 Tons of Coal, respectively.

The delivery term under the Contract began on January 1, 2019 and ended on December 31, 2019. At the end of such term, Seller failed to deliver to Buyer a total of 94,073 Tons of Coal. Pursuant to Section 11, Quantity Shortfall Damages, of the Contract, Buyer has determined that Seller shall owe no damages to Buyer in connection with such delivery deficiency. Accordingly, the Contract is confirmed terminated and there are no remaining obligations or liabilities for either Buyer or Seller under the Contract.

Sincerely,

Mark J. Leskowitz  
Vice President

Date: 3-5-2020



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**DATA REQUEST**

- 2\_2** Refer to Kentucky Power's response to Staff's First Request, Item 3, Attachment 1d. Provide for each Kentucky Power generating unit by month the number of hours each unit ran and the number of hours that the unit's cost bid into the PJM energy markets (day ahead and spot) was at or below the PJM Zonal Locational Marginal Price (LMP).

**RESPONSE**

Please see KPCo\_R\_PSC\_2-02\_Attachment 1 for the requested information.

Witness: Jason M. Stegall

Witness: Amy E. Jeffries

**Hours of Operation  
Nov. 2019 through April 2020**

	Big Sandy	Mitchell 1	Mitchell 2
Nov 2019	225	575	0
Dec 2019	566	181	564
Jan 2020	665	226	642
Feb 2020	492	696	696
Mar 2020	743	479	479
Apr 2020	584	354	576
	<b>3,275</b>	<b>2,511</b>	<b>2,957</b>

**Hours Each Unit's Cost Bid at / below LMP  
Nov. 2019 through April 2020**

	Big Sandy	Mitchell 1	Mitchell 2
Nov 2019	201	528	0
Dec 2019	445	0	117
Jan 2020	349	107	334
Feb 2020	0	424	172
Mar 2020	0	305	128
Apr 2020	155	154	0
	<b>1,150</b>	<b>1,518</b>	<b>751</b>

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**DATA REQUEST**

- 2\_3** Refer to Kentucky Power's response to Staff's First Request, Item 9. Explain whether Kentucky Power has conducted any on-site reviews and inspections of mining operations, scales, and sampling systems, and whether it has uncovered or corrected any issues with fuel suppliers or transportation providers.

**RESPONSE**

Coal: AEP Service Corporation utilizes its two Fuel Coordinators to regularly inspect mines, mine terminals, and transportation providers on behalf of Kentucky Power. Additionally, these representatives also attend scheduled scale and sampler tests. No issues have been discovered and therefore none have been corrected.

Natural Gas: AEP Service Corporation representatives, on behalf of Kentucky Power, attend scheduled meter tests to ensure that the transporter's measurement equipment is calibrated and functioning properly. There have been no measurement discrepancies discovered.

Witness: Clinton M. Stutler

Witness: Amy E. Jeffries

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**DATA REQUEST**

**2\_4** Refer to Kentucky Power's response to Staff's First Request, Item 15, Attachment 1. For the month of December, Mitchell Unit 1 was out virtually on a continual basis from December 1, 2019, through December 23, 2019. During that time, the outage was alternately classified either as a forced outage or as a maintenance outage. Explain how a generating unit outage can be classified as a forced and a maintenance outage on an alternating basis.

**RESPONSE**

In December of 2019, there were multiple Mitchell Unit 1 outages - not a single outage that changed status.

Mitchell Unit 1 was in a forced outage beginning November 28, 2019 for an economizer tube leak that caused an unplanned unit shutdown. Once the tube leak was repaired on December 2, 2019, and the unit was capable of operating, the forced outage was ended.

Following the forced outage, two consecutive maintenance outages were undertaken to make inspections and repairs to equipment that did not prevent the unit from operating, but were required prior to the next planned outage. The outages were classified as maintenance outages in conformity with PJM's maintenance outage definition in Manual 10, Section 2.3:

A Generator Maintenance Outage is the scheduled removal from service, in whole or in part, of a generating unit in order to perform necessary repairs on specific components of the facility with the approval of PJM. Maintenance Outages can be deferred beyond the next weekend but require that the generation resource be removed from service before the next Planned Outage.

The Company was required to take two separate maintenance outages, because the scope of work in the second outage was not included in the Company's request to PJM for the first maintenance outage. Section 2.3.3 of PJM Manual 10 provides that "[a] Maintenance Outage may be extended beyond its originally estimated completion date [only] in those instances when the original scope of work requires more time to complete than originally scheduled."

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Please see the Company's response to KPSC 1-15 Attachment 1 for an explanation of the forced outage beginning December 22, 2019 at 7:46 p.m. It was unrelated to the prior maintenance outages.

Witness: Paul J. Massie

Witness: Douglas J. Rosenberger

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**DATA REQUEST**

- 2\_5** Refer to Kentucky Power's response to Staff's First Request, Item 15, Attachment 1, and Item 17, Attachment 1.
- a. The data in Item 15, Attachment 1, shows that Mitchell Unit 1 was able to run for part of the time during the December 2019. Explain how the capacity factor shown in Item 17 for December can be zero.
  - b. The data in Item 15, Attachment 1, show that the Big Sandy Unit 1 had no outages in March 2020. Explain how the capacity factor shown in Item 17 for March 2020 can be zero.
  - c. Provide the calculations supporting each monthly capacity factor in Item 17.

**RESPONSE**

- a-b: Unit availability and net capacity factor (NCF) are different concepts. Unit availability measures a unit's ability to operate. NCF measures the unit's actual generation. A unit's availability does not guarantee it will be selected to operate by PJM.
- c: The NCF values provided in Item 17 were extracted from the NERC GADS database. There were no calculations performed by the Company and thus calculations cannot be provided as requested.

Witness: Paul J. Massie

Witness: Douglas J. Rosenberger



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**DATA REQUEST**

**2\_6** Explain whether the Black Lung Disability Trust Fund Excise Tax has affected any existing fuel contracts for Kentucky Power for the period under review through 2020.

**RESPONSE**

The Black Lung Disability Excise Tax increase has not affected any existing fuel contracts for Kentucky Power.

Witness: Amy E. Jeffries



### Verification Case No 2020 00245-Jeffries.doc

DocVerify ID: 05BB753A-783F-4AD0-B16A-C25784AFE4B3  
 Created: October 16, 2020 06:29:34 -8:00  
 Pages: 1  
 Remote Notary: Yes / State: OH

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#### E-Signature Summary

**E-Signature 1: Amy E Jeffries (AEJ)**

October 19, 2020 05:33:24 -8:00 [4DA36CEA19CA] [167.239.221.80]  
 aejeffries@aep.com (Principal) (Personally Known)

**E-Signature Notary: Brenda Williamson (BW)**

October 19, 2020 05:33:24 -8:00 [8CC02CB73DDA] [69.73.71.9]  
 bgwilliamson@aep.com  
 I, Brenda Williamson, did witness the participants named above electronically sign this document.



# VERIFICATION

The undersigned, Amy E. Jeffries, being duly sworn, deposes and says she is the Coal Procurement Manager for American Electric Power Service Corporation, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

*Amy E. Jeffries*

Signed on 2020/10/19 05:33:24 -8:00

Amy E. Jeffries

State of Ohio )

County of Franklin )

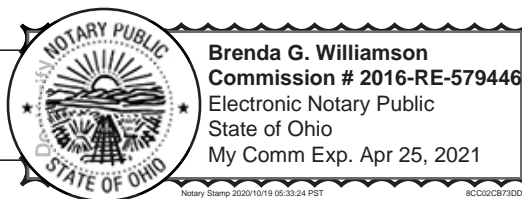
Case No. 2020-00245

Subscribed and sworn before me, a Notary Public, by Amy E. Jeffries this 10/19/2020 day of October, 2020.

*Brenda G. Williamson*

Signed on 2020/10/19 05:33:24 -8:00

My Commission Expires



05BB753A-783F-4AD0-B16A-C25784AFE4B3 --- 2020/10/16 06:29:34 -8:00 --- Remote Notary





### Verification Case No 2020 00245-Stegall.doc

DocVerify ID: CF3EB58B-1155-4103-861C-104A9D3E3B55  
 Created: October 16, 2020 06:38:35 -8:00  
 Pages: 1  
 Remote Notary: Yes / State: OH

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#### E-Signature Summary

**E-Signature 1: Jason Stegall (JMS)**

October 19, 2020 10:03:06 -8:00 [07D790DB5F11] [167.239.221.81]  
 jmstegall@aep.com (Principal) (Personally Known)

**E-Signature Notary: Brenda Williamson (BW)**

October 19, 2020 10:03:06 -8:00 [7B11DB5647FD] [167.239.221.84]  
 bgwilliamson@aep.com  
 I, Brenda Williamson, did witness the participants named above electronically sign this document.



**VERIFICATION**

The undersigned, Jason M. Stegall, being duly sworn, deposes and says he is the Regulated Pricing & Analysis Manager for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

  
Signed on 2020/10/19 10:03:06 -8:00

Jason M. Stegall

State of Ohio                 )  
                                                    )  
 County of Franklin         )

Case No. 2020-00245

10/19/2020       Subscribed and sworn before me, a Notary Public, by Jason M. Stegall this \_\_\_\_\_ day of October, 2020.

  
Signed on 2020/10/19 10:03:06 -8:00

My Commission Expires



**Brenda G. Williamson**  
 Commission # 2016-RE-579446  
 Electronic Notary Public  
 State of Ohio  
 My Comm Exp. Apr 25, 2021

Notary Stamp 2020/10/19 10:03:06 PST        7811D85647FD

CF3EB58B-1155-4103-861C-104A9D3E3B55 --- 2020/10/16 06:38:35 -8:00 --- Remote Notary





### Verification Case No 2020 00245-Stutler.doc

DocVerify ID: 63F2DA6D-7E3E-4CF2-894D-80D3D1E90466  
 Created: October 16, 2020 06:43:36 -8:00  
 Pages: 1  
 Remote Notary: Yes / State: OH

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#### E-Signature Summary

**E-Signature 1: Clinton M. Stutler (CMS)**

October 19, 2020 10:33:26 -8:00 [9F3AB54C0DB5] [167.239.2.87]  
 cmstutler@aep.com (Principal) (Personally Known)

**E-Signature Notary: Brenda Williamson (BW)**

October 19, 2020 10:33:26 -8:00 [00317087C9FB] [167.239.221.84]  
 bgwilliamson@aep.com  
 I, Brenda Williamson, did witness the participants named above electronically sign this document.



### VERIFICATION

The undersigned, Clinton M. Stutler, being duly sworn, deposes and says he is the Natural Gas & Fuel Oil Manager for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.



Signed on 2020/10/19 10:33:26 -8:00  
Clinton M. Stutler

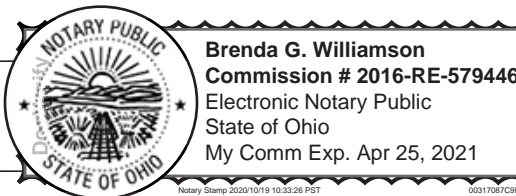
State of Ohio )  
                                  ) )  
County of Franklin )

Case No. 2020-00245

10/19/2020 Subscribed and sworn before me, a Notary Public, by Clinton M. Stutler this  
\_\_\_\_\_ day of October, 2020.



My Commission Expires \_\_\_\_\_





### Verification Case No 2020 00245-Rosenberger.doc

DocVerify ID: 4B1AEE1E-43FE-414E-AFA9-D8C22EA240D5  
 Created: October 16, 2020 06:36:01 -8:00  
 Pages: 1  
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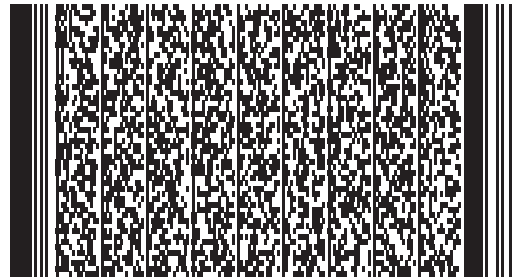
#### E-Signature Summary

**E-Signature 1: Douglas J Rosenberger (DJR)**

October 19, 2020 07:10:58 -8:00 [789365F0D6EE] [167.239.2.87]  
 djrosenberger@aep.com (Principal) (Personally Known)

**E-Signature Notary: Brenda Williamson (BW)**

October 19, 2020 07:10:58 -8:00 [6108B5DF419C] [167.239.221.84]  
 bgwilliamson@aep.com  
 I, Brenda Williamson, did witness the participants named above electronically sign this document.





# VERIFICATION

The undersigned, Douglas J. Rosenberger, being duly sworn, deposes and says he is the Plant Manager – Mitchell for Kentucky Power Company, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

  
Signed on 2020/10/19 07:10:58 -8:00

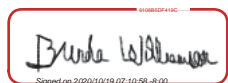
Douglas J. Rosenberger

State of Ohio )

) Case No. 2020-00245

County of Franklin )

Subscribed and sworn before me, a Notary Public, by Douglas J. Rosenberger this  
10/19/2020 \_\_\_\_\_ day of October, 2020.

  
Signed on 2020/10/19 07:10:58 -8:00

My Commission Expires





Verification Case No 2020 00245-Massie.doc

DocVerify ID: 6D3786FA-61A4-41C0-91D0-68AC33767369
Created: October 16, 2020 06:33:30 -8:00
Pages: 1
Remote Notary: Yes / State: OH

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E-Signature Summary

E-Signature 1: Paul J. Massie (PJM)

October 19, 2020 09:37:07 -8:00 [3A3ABBE1F289] [167.239.221.81]
pjmassie@aep.com (Principal) (Personally Known)

E-Signature Notary: Brenda Williamson (BW)

October 19, 2020 09:37:07 -8:00 [DB762B652E6E] [167.239.221.84]
bgwilliamson@aep.com
I, Brenda Williamson, did witness the participants named above electronically sign this document.



# VERIFICATION

The undersigned, Paul J. Massie, being duly sworn, deposes and says he is the Plant Manager – Big Sandy for Kentucky Power Company, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

  
Signed on 2020/10/19 09:37:07 -8:00

Paul J. Massie

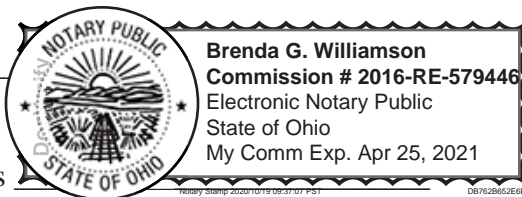
State of Ohio )

Case No. 2020-00245

County of Franklin )

10/19/2020 Subscribed and sworn before me, a Notary Public, by Paul J. Massie this \_\_\_\_\_ day of October, 2020.

  
Signed on 2020/10/19 09:37:07 -8:00



My Commission Expires

