Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_1 Refer to the response to Staff 1-1. For each month of 2019 and 2020, please provide all meeting minutes and notes of the Mitchell Operating Committee.

RESPONSE

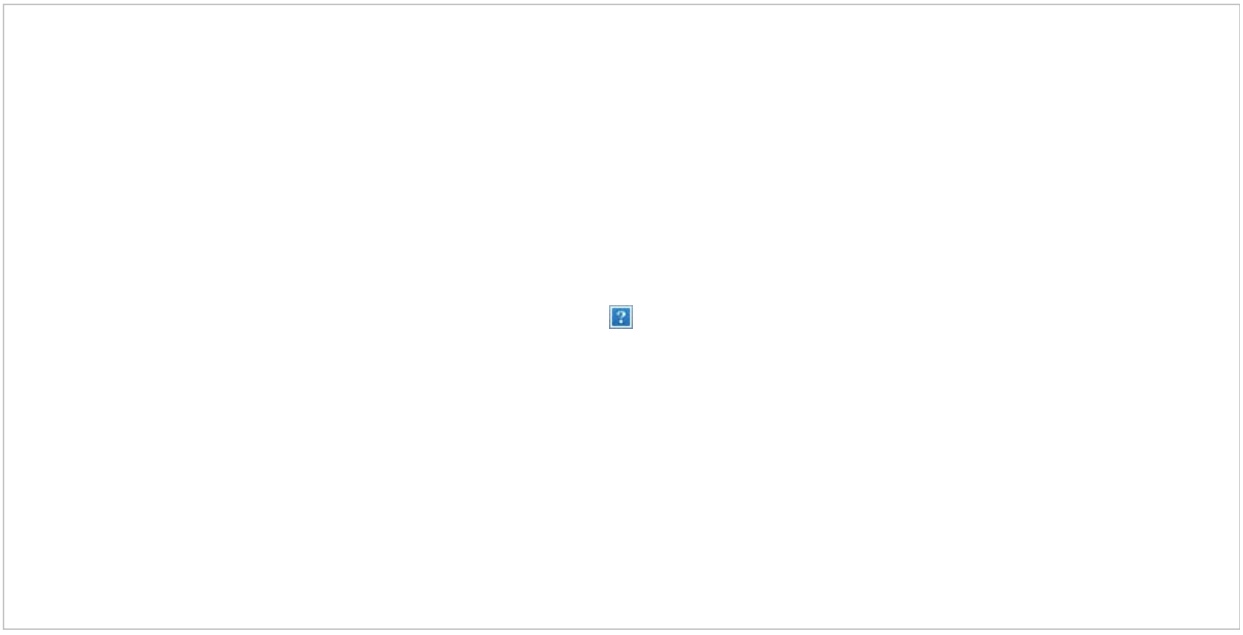
Please see KPCO_R_AG_KIUC_2_001_Attachment1 through Attachment3 for the requested information.

Witness: D. Brett Mattison

From: Debra L Osborne
To: Christian T Beam; Brett Mattison
Cc: Dan Lee
Subject: ML CI coming for approval
Date: Wednesday, February 6, 2019 1:20:12 PM
Attachments: image001.png

This project has previously been through the approval process It was revised, based on hard estimates for labor, which exceeded the approved levels (confirmed by comparing with previously performed project). The increase, as we discussed in the APCO/KY capital review meeting last month , will be $1.6M for each OPCo. I had Generation offsets we discussed using, so we will pursue that direction. I will record the emergent increase by including this note in the Mitchell Operating ShareNow site.

Let me know if you have other questions when it routes to you for approval.



From: Brett Mattison
To: Christian T Beam; Tim Kerns
Cc: Mike Belter; Ranie K Wohnhas; Ashley D Livingood
Subject: RE: Offset Log Request FW: ID fan 11 drive end hub shell needs replaced due to back side wall thinning
Date: Tuesday, October 20, 2020 8:53:19 AM
Attachments: image001.png

I approve of this decision, Thank you Tim

KENTUCKY POWER
An AEP Company

BRETT MATTISON | **PRESIDENT & COO - KY**
BMATTISON@AEP.COM | D:606.327.2601
1645 WINCHESTER AVENUE, ASHLAND, KY 41101

From: Christian T Beam <ctbeam@aep.com>
Sent: Tuesday, October 20, 2020 9:36 AM
To: Tim Kerns <tckerns@aep.com>
Cc: Brett Mattison <bmattison@aep.com>; Mike Belter <mlbelter@aep.com>
Subject: Re: Offset Log Request FW: ID fan 11 drive end hub shell needs replaced due to back side wall thinning

Excellent. Thanks Tim.

Sent from my iPad

> On Oct 20, 2020, at 9:27 AM, Tim Kerns <tckerns@aep.com> wrote:
>
> Thanks Chris. This email string will serve to memorialize the decision. I will upload it to the ML Operating Agreement ShareNow site when we've gotten to the end.
>
> By the way, I now have the money identified so if Brett approves, we will move forward.
>
> Thanks again!
>
> <image001.png>
>
> **TIM KERNS** | **VP GENERATING ASSETS**
> TCKERNS@AEP.COM | D:812.649.6501 | C:304.545.1309
> 2791 NORTH U.S. HWY 231, ROCKPORT, IN 47635
>
> **From:** Christian T Beam <ctbeam@aep.com>
> **Sent:** Tuesday, October 20, 2020 8:14 AM
> **To:** Tim Kerns <tckerns@aep.com>; Brett Mattison <bmattison@aep.com>
> **Cc:** Mike Belter <mlbelter@aep.com>
> **Subject:** RE: Offset Log Request FW: ID fan 11 drive end hub shell needs replaced due to back side wall thinning

Tim,

I approve of this request. Based on the operating agreement do we need anything formal to capture this decision? Thanks.

Chris

From: Tim Kerns <tckerns@aep.com>
Sent: Monday, October 19, 2020 5:32 PM
To: Christian T Beam <ctbeam@aep.com>; Brett Mattison <bmattison@aep.com>
Cc: Mike Belter <mlbelter@aep.com>
Subject: FW: Offset Log Request FW: ID fan 11 drive end hub shell needs replaced due to back side wall thinning

Good afternoon. Below is note from Doug Rosenberger describing the need to replace the regulating hub on the #11 ID fan due to severe corrosion and thinning. I agree with the need to replace the hub. Since this is emergent scope, I'm sending this to you for your agreement on moving forward.

I am working with GBS to secure the PPB funds ($125k in 2020 and $300k in 2021) since my APCo/WPCo contingency is depleted and the KPCo is nearly zero. I will not give Doug the go ahead until you have approved and I have secured the funding.

Thanks!

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TCKERNS@AEP.COM | D:812.649.6501 | C:304.545.1309
2791 NORTH U.S. HWY 231, ROCKPORT, IN 47635

From: Douglas J Rosenberger <djrosenberger@aep.com>
Sent: Monday, October 19, 2020 1:31 PM
To: Tim Kerns <tckerns@aep.com>
Cc: Russel W Gwin <rwgwin@aep.com>; Frank J Zeroski <fjzeroski@aep.com>; Mike Belter <mlbelter@aep.com>
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comes.

The second hub we are planning to rebuild is the non-regulating end hub of ID fan 11. We have not gotten far enough to see what the shell looks like on this hub yet. So we still have some risk there as well.

If you have any questions let me know. Thanks.

DOUGLAS J ROSENBERGER | **PLANT MGR MITCHELL**
DJROSENBERGER@AEP.COM | D:304.843.6001 | C:513.218.3159
8999 ENERGY ROAD, MOUNDSVILLE, WV 26041

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Sent: Monday, October 19, 2020 1:03 PM
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Subject: Re: ID fan 11 drive end hub shell needs replaced due to back side wall thinning

Frank,

It sounds reasonable.

I don't know if there is a good escalation number for Howden. Until we get a quote, 5% is reasonable.

Thanks,
Russ

Sent from my iPhone

> On Oct 19, 2020, at 12:57 PM, Frank J Zeroski <fjzeroski@aep.com> wrote:
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> Hi Russ,
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> Performing the replacement will be capital, as well. Scott's estimate for the replacement is about $10k capital, and assuming the hub shell itself costs 5% more than last year's, we'll also need $115k for the first payment on the new spare hub shell. Along those lines, my initial thought is to request $125k in 2020. Our non-outage PPB is fairly limited in 2021, so

the request could also mention the potential need for the ~$300k balance in 2021 to get the spare ready for use.

Thanks,
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From: Scott J Kiene <sjkiene@aep.com>
Sent: Monday, October 19, 2020 10:41 AM
To: Erin K Hill <ekhill@aep.com>; Frank J Zeroski <fjzeroski@aep.com>; Janet L Shaffer <jlshaffer3@aep.com>; Kelly M Clemons <kmclemons@aep.com>; Russel W Gwin <rwgwin@aep.com>; Scott A Kidney <sakidney@aep.com>; Tony S Akers <tsakers@aep.com>
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I'll have to make out a separate Cap WO request to purchase a new hub shell once the quote is updated from Howden.

Frank, for the terms of payment, is it better to pay for most of it in 2020 or 2021, or does it not matter since it will be going into stores? It is considered a capital asset.

Thank you.

SCOTT J KIENE | **PROCESS SUPV**
SJKIENE@AEP.COM | D:304.843.6499
8999 ENERGY ROAD, MOUNDSVILLE, WV 26041

From: Christian T Beam
To: Tim Kerns; Brett Mattison
Subject: RE: Offset Log Request FW: ID fan 11 non-regulating end hub shell needs replaced due to back side wall thinning and hole
Date: Tuesday, October 27, 2020 11:41:38 AM
Attachments: image002.png
image003.png

Approved. Thanks.

From: Tim Kerns <tckerns@aep.com>
Sent: Tuesday, October 27, 2020 9:03 AM
To: Brett Mattison <bmattison@aep.com>; Christian T Beam <ctbeam@aep.com>
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Thanks!

AMERICAN ELECTRIC POWER
BOUNDLESS ENERGY™

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<image002.png>

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Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_2 Refer to the response to AG-KIUC 1-31. Please provide all non-privileged internal correspondence that was reviewed by Mr. Mattison since January 1, 2020 related to the decision to proceed with the CCR and ELG at Mitchell.

RESPONSE

The Company has no non-privileged documents responsive to this request.

Witness: D. Brett Mattison

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_3 Has the Company engaged in any discussions with Wheeling Power about buying out Kentucky Power's share of Mitchell? If yes, please describe the discussions and provide all documents relevant to those discussions.

RESPONSE

No, the Company has not engaged in any discussions with Wheeling Power about buying out Kentucky Power's share of Mitchell.

Witness: D. Brett Mattison

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_4 Has the Company engaged in any discussions with other Kentucky utilities about joint ownership of new or existing generation located in Kentucky as part of its Mitchell CCR/ELG analysis? If yes, please describe the discussions and provide all documents relevant to those discussions.

RESPONSE

No, the Company has not engaged in any discussions with other Kentucky utilities about joint ownership of new or existing generation located in Kentucky as part of its Mitchell CCR/ELG analysis.

Witness: D. Brett Mattison

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KPSC Case No. 2021-00004
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DATA REQUEST

AG-KIUC 2_5 Please provide all studies conducted by Kentucky Power about extending the life of Big Sandy 1 beyond 2030.

RESPONSE

The Company objects to this request on the basis that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. It is also vague, ambiguous, and overly broad. Subject to and without waiving the foregoing objections, Kentucky Power has no studies responsive to this request.

Witness: Mark A. Becker

DATA REQUEST

AG-KIUC 2_6 Refer to the response to AG-KIUC 1-27. The Company was asked to provide the Mitchell plant-related balances by unit for gross plant, accumulated depreciation, ADIT, fuel inventories, M&S inventories and each other balance sheet account at December 31, 2020 and rolled forward through 2028. The Company provided only the gross plant, accumulated depreciation, fuel inventories, and M&S inventories at December 31, 2020.

a. Provide the tax basis and ADIT balances by temporary difference for each Mitchell unit and the Mitchell plant at December 31, 2020. If the Company asserts that it cannot provide the requested information, then provide the following:

   1. Identify and describe the Company's fixed asset software used to track its plant-related costs and balances, including the calculation of book and tax basis differences, book depreciation expense, accelerated tax depreciation deduction, temporary difference between accelerated tax depreciation and straight-line tax depreciation on an actual basis in the current period and on a budget and/or forecast basis for the runout period.

   2. Confirm that the Company does not maintain and/or cannot calculate the tax basis and the ADIT due to the temporary differences for accelerated tax depreciation in excess of straight-line depreciation for each Mitchell unit and/or the Mitchell plant in total at December 31, 2020. If confirmed, then explain why the Company does not maintain and/or cannot calculate these amounts at December 31, 2020.

c. Provide a runout of the accelerated tax depreciation, straight-line tax depreciation, book depreciation, and ADIT for each Mitchell unit and the Mitchell plant for each year 2021 through 2040 starting with the tax basis, ADIT balances by temporary difference, and gross plant at December 31, 2020, assuming no future capital additions or retirements.

d. Provide the Company's budgeted/forecast capital additions for each Mitchell unit and the Mitchell plant for each year 2021 through 2040 by major project, specifically including separately, but not limited to, the CCR costs and ELG costs, reflected in the economic analyses supporting continued operation of Mitchell through 2040.

e. Provide the Company's budgeted/forecast depreciation expense, accumulated depreciation, accelerated tax depreciation, straight line tax depreciation, and ADIT related to the capital additions provided in response to part (e) of this question for each year 2020 through 2040 by major project, specifically including separately, but not limited to, the CCR costs and ELG costs reflected in the Company's economic analyses supporting continued operation of Mitchell through 2040.

f. Provide the Company's best forecast of the net book value and all other rate base components of the Mitchell plant at the end of 2028 under the CCR only Case 2. Provide all supporting workpapers and calculations, including all electronic spreadsheets in live format with all formulas intact.

g. Provide the Company's best forecast of the net book value and all other rate base components of the Mitchell plant at the end of 2028 and 2040 under the CCR/ELG Case 1. Provide all supporting workpapers and calculations, including all electronic spreadsheets in live format with all formulas intact.

RESPONSE

This data request was numbered AG_KIUC 2-3 in the filing made with the Commission and served on Kentucky Power. Subsequent data requests are numbered AG_KIUC 2-4 through AG_KIUC 2-8. Because there is an earlier AG_KIUC 2-3 Kentucky Power is treating this request as AG_KIUC 2_6 to avoid confusion in the written record. Subsequent data requests are numbered AG_KIUC_2_7 through AG_KIUC_2_11.

a. The Company uses PowerPlant to account for original cost and book depreciation expense, and PowerTax for the tax depreciation and book/tax differences mentioned in the request. The Company has not performed the requested analysis, but it is in the process of doing so and will supplement this response with the requested information when the analysis is complete.

b. There is no subpart b

c., e., f., and g. The Company has not prepared any such forecasts.

d. Please see the Capital Tab of KPCO_R_KIUC AG_1_2_Attachment6, provided in response to KIUC_AG_1_2 for the requested information.

Witness: Mark A. Becker (subpart d)

Witness: Allyson L. Keaton (subpart a)

Witness: Lerah M. Scott (subparts c and e-g)

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_7 Refer to the response to AG-KIUC 1-29.

a. Confirm that the Company calculates AFUDC on CWIP.

b. Confirm that the "overnight" costs of the new resources shown on Attachment 1 provided in the response do not include AFUDC. If this is not correct, then identify the workpaper(s) where the AFUDC is calculated for each new resource.

c. Provide all reasons why the Company seeks to change its historic AFUDC approach on all CWIP projects, including environmental surcharge projects, to a CWIP in rate base approach on Project 22 costs included in the environmental surcharge.

RESPONSE

a. Confirmed. Kentucky Power records AFUDC but does not include AFUDC in its base rate cost of service analysis. The Company instead utilizes a return on CWIP.

b. The overnight costs in Columns F-I of Attachment 1 exclude AFUDC. AFUDC was included in the cost of these resources, but it is buried in the fully loaded construction cost and this a separate file which isolates only the AFUDC has not been prepared.

c. The Company's request to recover a return on CWIP through the environmental surcharge aligns with the Company's historical approach (see response to subpart a.) Furthermore, the Company's request aligns with KRS 278.183 which permits a return on CWIP approach as a "reasonable return on construction and other capital expenditures..."

Witness: Mark A. Becker (subpart b)

Witness: Lerah M. Scott (subparts a and c)

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_8 Refer to the Mitchell fixed O&M expense shown on the Attachment 2 Excel workbook provided in response to AG-KIUC 1-2.

a. Provide the actual variable non-fuel and fixed O&M expense for each Mitchell unit and the Mitchell plant in the test year in the Company's most recent base rate case proceeding by FERC O&M and A&G expense account.

b. Provide the actual variable non-fuel and fixed O&M expense for each Mitchell unit and the Mitchell plant incurred in 2020 by FERC O&M and A&G expense account.

c. Provide the budget/forecast variable non-fuel O&M expense and total variable and fixed O&M expense for each Mitchell unit and the Mitchell plant by year for 2021 through 2040.

d. Provide the actual depreciation expense, property tax expense, and insurance expense for each Mitchell unit and the Mitchell plant in the test year in the Company's most recent base rate case proceeding.

RESPONSE

a. Please see KPCO_R_AG_KIUC_2_008_Attachment1 for the requested information for 50% of total Mitchell. The Company does not have the detail by unit.

b. Please see the Company's response to subpart a and KPCO_R_AG_KIUC_2_008_Attachment1.

c. Please see the ML O&M tab and the Pivot ML O&M tab of KPCO_R_KIUC AG_1_2_Attachment6 for the requested information.

d. Please see KPCO_R_AG_KIUC_2_008_Attachment2 for the depreciation expense. Please see the Company's response to subpart a and KPCO_R_AG_KIUC_2_008_Attachment1for the remaining requested information.

Witness: Mark A. Becker (subpart c)

Witness: Lerah M. Scott (subparts a, b, and d)

DATA REQUEST

AG-KIUC 2_9 Refer to the response to AG-KIUC 1-17, which addressed the potential conversion of the Mitchell units to gas-fired generation.

a. Indicate why the Company did not consider the conversion to gas-fired generation in the alternatives to Case 1 that it studied.

b. Describe and quantify the change in variable non-fuel O&M expense if the Company converts the Mitchell units to gas-fired generation from coal-fired generation.

c. Describe and quantify the change in fixed O&M expense if the Company converts the Mitchell units to gas-fired generation from coal-fired generation. In your response, address the reductions in staffing and payroll expense as well as other changes in other categories of expense.

d. Similar to the conversion of Big Sandy 1 to gas-fired generation, provide a forecast of the total net book value remaining at the date of conversion, excluding the capital additions for the conversion, and the amount of the net book value remaining at the date of conversion of the assets that are considered exclusively coal-fired and that will not be used in the plant after the conversion.

e. Confirm that the Company believes a study of the economics to convert the Mitchell plant to gas-fired generation could provide valuable information that would affect the decision to grant a CPCN for the CCR and ELG expenditures. If the Company denies that such a study could provide valuable information that would affect the decision in this proceeding, then provide all reasons and all support for that position.

f. Provide a copy of all studies, including all supporting workpapers and other analyses, to evaluate the conversion of the Mitchell units to gas-fired generation.

g. Provide a study whereby the Company converts the Mitchell units to gas-fired generation in lieu of incurring the CCR and ELG expenditures.

RESPONSE

a. Conversion of Mitchell to gas was previously studied and considered but ruled out based on a number of factors. See the response to subpart f of this request for further information.

b. and c. The Company has not quantified estimates for variable or fixed O&M or staffing levels for Mitchell if it were to convert to burn natural gas.

d. The Company has not quantified a forecasted total net book value remaining and the net book value remaining at the date of conversion for Mitchell if it were to convert to burn natural gas. Please see the Company's response to subpart a.

e. The Company agrees that consideration of conversion of Mitchell to gas could provide information that informs the Company's decision with respect to Mitchell. The Company undertook such a review. See KPCO_R_AG_KIUC_2_009_Attachment1 and Attachment 2 for further information.

f. Please see KPCO_R_AG_KIUC_2_009_Attachment1 for a study on converting the Mitchell units to gas-fired generation. Additionally, please see KPCO_R_AG_KIUC_2_009_Attachment2 for a high level overview of the considerations for converting sub-critical and super critical coal fired units to natural gas. Supercritical units such as the Mitchell units are not good gas conversion candidates for the reasons described in KPCO_R_AG_KIUC_2_009_Attachment2.

g. The Company has not performed the requested study for the reasons described in its response to subpart f of this request.

Witness: Brian D. Sherrick

AMERICAN ELECTRIC POWER
BOUNDLESS ENERGY℠

DATE: **3/16/2021**

FROM: **Joseph E. Bittinger**

TO: **T. V. Riordan**

RE: **Subcritical Unit vs Supercritical Unit Natural Gas Conversion**

Purpose

As a response to your question on the challenges of converting a supercritical unit versus a sub critical unit, I have developed the following comparison between the eastern fleet's supercritical design and the western fleet's subcritical design.

Subcritical vs Supercritical Unit Gas Conversion Comparison

There are a number of factors that impact whether or not a generating unit is a good candidate for conversion from coal to natural gas fuel. Primarily, it must be understood that the efficiency of a power generating unit is very much dependent upon the fuel and the products produced from burning that fuel. A few examples of the efficiency impacts due to fuel that must be considered are as follows:

- Coal-fired steam generator furnace design is heavily influenced by the characteristics of the ash produced. The sizing (volume) of the furnace must take into account the ash produced and its characteristics to minimize operational problems like slagging or excessive buildup. Since natural gas does not contain ash, the furnace designed for coal would be approximately 40% larger in volume than what would be needed for natural gas fuel, resulting in a loss of efficiency.
- Natural gas combustion produces 16 times more water vapor than coal combustion, which can result in decreased boiler efficiency of 4% to 6%, as well as other design impacts associated with handling the higher moisture content.
- Conversion to natural gas fuel should make it possible to achieve a lower minimum load on the unit because natural gas combustion does not produce high amounts of corrosive by-products like SO_2 as compared to coal. However, achieving lower minimum loads can be difficult when the unit was not originally designed for it, and similar to the other examples above, can result in costly equipment retrofits (fans, burners, steam cycle components, etc.) and controls modifications to maintain efficiency and performance.

The steam cycle adds another layer of complexity to the overall assessment of whether a generating unit is a candidate for conversion to natural gas. AEP's steam generators at Amos, Mitchell & Mountaineer are designed with supercritical steam cycles (i.e. higher steam pressures). Supercritical units typically have longer startup times (an additional 16 to 24 hrs) and are limited on their ability to achieve low minimum loads as compared to subcritical steam boilers. Supercritical units, because of their thermodynamic design, require a separate and dedicated startup system to provide a source of startup steam. Because of the increased startup times and the need for startup steam, the cost to start these units is higher than for a subcritical unit like those operating at AEP/SWEPCo Welsh, APCo's Clinch River 1 & 2, and KYPCo's Big Sandy 1 plants.

	Unit Size	Steam Cycle	Reheat Type	SCR Equipped	FGD Equipped	Aux Boiler Equipped	Start up Time	Miles to Gas Pipeline
Amos 3	1300 MW	Supercritical	Single	Yes	Yes	Yes	24-36	1
Mountaineer 1	1300 MW	Supercritical	Single	Yes	Yes	Yes	24-36	18
Amos 1&2,	800 MW	Supercritical	Double	Yes	Yes	Yes	24-36	1
Mitchell 1&2	800 MW	Supercritical	Double	Yes	Yes	Yes	24-36	1
Welsh 1&3	528 MW	Subcritical	Single	No	No	No	8-12	5
Big Sandy 1	300 MW	Subcritical	Single	No	No	No	8-12	Connected
Clinch 1&2	240 MW	Subcritical	Single	No	No	No	8-12	Connected

Another consideration impacting the cost and ability to convert to natural gas is the proximity to a natural gas supply pipeline and the capacity available from the gas provider. Obviously, a larger generating unit would require a greater volume of natural gas than a smaller generating unit. All of these design considerations (and others not discussed here) play a role in the decision whether or not to convert a generating unit from coal to natural gas. Conversion to natural gas can provide added benefits of reduced environmental impact, reductions in fuel and ash handling equipment, etc. However, these benefits must be weighed against the costs and complexity of altering the unit's design to handle the new fuel, which can result in significant challenges that greatly reduce the unit's performance, efficiency, reliability and market competitiveness.

Should you have questions or need further clarifications, please feel free to contact me.

Sincerely,

Joseph E. Bittinger
Engineering Manager – Steam Process and Welding Standards

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_10 Refer to Attachment 4 provided in response to AG-KIUC 1-2, which provides the annual revenue requirements for each Case under various sensitivities.

a. In Case 1Base wo Carb, the Company projects Mitchell fixed O&M and ongoing capital recovery through 2050. Provide a detailed description of the costs forecast after 2040 and an explanation why recovery would or should continue after 2040.

b. Provide the Company's calculations of the costs after 2040.

RESPONSE

a. The costs included in the modeling after 2040 do not include any fixed O&M, because the plant would be retired. The costs which appear after 2040 in column F of the worksheet referenced in this request represents recovery of return on and of capital investments made prior to 2040 that will not have been fully recovered by the 2040 retirement date. A single levelized carrying charge was applied to capital incurred in every year of the analysis period, including in the later years prior to retirement. In the case referenced in the question that was a 20 year levelized carrying charge. This would leave unrecovered investment on the books in 2040, absent increases in depreciation rates prior to retirement. This modeling assumption would be akin to post-retirement recovery of whatever undepreciated book value would remain on the books at the retirement date through a regulatory asset surcharge in customer rates between 2040 and 2050. This amount also includes recovery of the assumed transmission investment would be required when Mitchell retires.

b. Please see column K of the "Mitchell Fixed Costs" worksheet in the workpaper file provided as KPCO_R_KIUC_AG_1_2_Attachment6 for the requested calculations. Supporting calculations can be traced to other worksheets in that file.

Witness: Mark A. Becker

Kentucky Power Company
KPSC Case No. 2021-00004
AG-KIUC's Second Set of Data Requests
Dated April 19, 2021

DATA REQUEST

AG-KIUC 2_11 Provide the Company's estimate of decommissioning for each Mitchell unit and the Mitchell plant in current dollars. Provide all support for these estimates. In addition, provide and source an estimate of the annual escalation rate to calculate future dollars when the decommissioning costs actually will be incurred.

RESPONSE

For the purposes of this response the Company is providing estimate of both the demolition cost, net of salvage of the plant itself, as well as costs expected to be incurred to remediate asbestos and close ash ponds which are recorded in Asset Retirement Obligations (ARO's) . See KPCO_R_AG_KIUC_2_011_Attachment1 for a study of the expected demolition cost, net of salvage value of the plant. The study does not break the cost down between the two units. The Company does not have an estimate by unit. See KPCO_R_AG_KIUC_2_011_Attachment2 for the ARO-related decommissioning costs in current dollars. A 2.25% annual inflation rate should be used to inflate those to future year dollars. This rate is based on a rounded average of third-party inflation assumptions weighted 75%, and a historical rate weighted 25%. All of these amounts are total plant.

Witness: Mark A. Becker

Witness: Brian D. Sherrick

Brandenburg®

Mitchell Power Plant

Moundsville, WV

January 8, 2018

Conceptual Dismantlement Cost

American Electric Power Company
Mitchell Plant
MOUNDSVILLE, WEST VIRGINIA

Dismantling Information **January 8, 2018**

MITCHELL AEP POWER PLANT
CONCEPTUAL DEMOLITION PLAN

DEFINITIONS:

Concrete Debris
Concrete stacks, cooling towers, and floor slabs (estimated 35,911 cubic yards)

Construction / Demolition Debris
Any solid waste resulting from the construction, remodeling, repair, or demolition of structures. Such wastes may include, but not limited to;
roof material/drywall/ceiling tiles/fiberglass (estimated 12,692 yards)
railroad ties (estimated 8,525 ties)

Contractor
The individual, partnership or corporation with which AEP Company enters into a contract to perform all of the work described in the Specification.

Contract
A purchase order placed by Purchaser and accepted by Contractor, together with this Specification and all other documents referred to in such purchase order, or a formal contract executed by Purchaser and Contractor, together with this Specification and all other documents referred to in such formal contract.

Engineer
The Engineer or his authorized representative designated by AEP Company to be assigned to this contract.

Fill Material
Material to be used to bring area to grade.

Greases
Any used or unused greases or waste containing grease.

Hazardous Waste
Hazardous waste as defined in 40 CFR 261.3 or as defined in any applicable state regulation.

HAZMATs
Any hazardous, toxic or regulated substance controlled under RCRA, CERCLA or any other Federal, State, or Local law, statute, regulation or ordinance pertaining to the handling, transportation, or disposal of any controlled substance.

SDS

Safety Data Sheet.

Non-Ferrous Scrap (estimated 2,506,932 lbs)
All non-ferrous scrap such as copper or brass

Oils (estimated 10,000 gallons)
Any used or unused hydraulic, lubrication, rolling, waste or other such oil or oily waste.

OSHA
Occupational Safety and Health Act and amendments thereto.

PCBs
Polychlorinated By-phenols (plant personnel verified that there are no PCB's present at the site).

Process Materials
Any raw materials, blended raw materials, recyclable process generated dusts (such as flue dust), fly ash, ash slurry and etc.

SCR Unit
Selective Catalytic Reduction Unit

Scrap Ferrous (estimated 61,456 tons)
All ferrous scrap designated by the Engineer to be suitable for melting at a steel processing plant.

Structural Removal
As in the Specification, shall mean all work of every nature described herein, implied herein, or necessary to complete the work described or implied herein, with the exception of Asbestos Abatement.

AEP Company
American Electric Power Company

American Electric Power Company
Mitchell Plant
MOUNDSVILLE, WEST VIRGINIA

Information Sheets

Dismantling Information **January 8, 2018**

MITCHELL POWER

1. GENERAL SCOPE OF WORK

1.1. The work to be performed under the terms of this specification shall consist of the dismantling and removal of all facilities, machinery, equipment, all associated structures, foundations, debris, asbestos containing materials, hazardous substances and hazardous waste as directed by the Engineer. Upon completion each dismantling site shall be left in a neat, clean, safe condition.

1.2. Work under this specification shall be performed in accordance with the terms and conditions of the Contract, entered into between AEP Company and the Contractor, and in accordance with all EPA, OSHA, Federal, State, County, and Local laws, statutes, ordinances, and regulations.

1.3. The Contractor shall perform all utility disconnection and/or relocation work which is necessary to complete the proposed dismantling and removal work, without disrupting active utilities.

1.4. The Contractor shall perform all excavation, back-filling, construction and closure work which is necessary to complete the proposed dismantling work.

1.5. The Contractor shall provide all labor, materials, equipment, services and pay all necessary taxes, in addition to securing all required permits, to perform the dismantling.

1.6. The Contractor is responsible to clean up and dispose of any and all materials which are generated as a result of a spill caused by the Contractor, or which are generated as a result of the improper handling of any materials by the Contractor. This includes all RACM, Hazardous Substances, Hazardous Waste, Special wastes, Non-process Debris, Demolition Debris, and combustible materials.

1.7. Brandenburg shall not perform any work on the existing 10,000 foot deep test hole located to the southwest of the existing cooling tower.

1.8. Brandenburg assumes that the existing coal contained within the existing coal storage area shall be consumed and / or removed by others prior to the commencement of the removal efforts.

1.9. The existing 765 KV Switch Yard located on the west side of the existing highway shall remain intact prior to the removal efforts.

1.10. The Little Broad Run asphalt haul road to the existing fly ash ponds (approximately 3 miles) shall remain intact following the removal efforts in order to assist in gaining access to the existing landfill for testing and

monitoring operations.

2. FACILITY DISMANTLEMENT AND RELATED WORK

2.1. Perform the environment abatement of the following:

2.1.1. HAZMAT sweep of structures, tanks, and pipe in Boiler area

2.1.2. Remove fluorescent light bulbs, PCB ballast, mercury vapor light, HID vapor lights and mercury containing instruments.

2.1.3. Remove office, storage and maintenance building fluorescent light bulbs, PCB ballast, mercury vapor light, HID vapor lights and mercury containing instruments.

2.1.4. Remove the river water make-up screen and pump house building fluorescent light bulbs, PCB ballast, mercury vapor light, HID vapor lights and mercury containing instruments.

2.2. Perform the building dismantling, equipment removal, concrete removal to surrounding grade elevation of the following.

2.2.1. Unit 1 and 2 Boiler building and associated top hung boilers

2.2.2. Turbine generator building and associated equipment

2.2.3. Two (2) precipitators and associated ductwork

2.2.4. The FGD & SCR unit(s)

2.2.5. The existing Dry Fly Ash and pipe bridge from the Boiler Building to the fly ash storage silos.

2.2.6. Two (2) hyperbolic water cooling tower structures, adjacent pump structures, adjacent condensate water tank(s) to surround grade elevation. Fill the pits and trenches to surround grade elevation.

2.2.7. The Railcar dumper building, adjacent control building, the coal conveyors and coal transfer and sampling buildings.

2.2.8. The tractor shed and coal handling service building.

2.2.9. The temporary storage / maintenance buildings.

2.2.10. The two (2) 1,500,000 gallon fuel oil storage tanks. Remove the dike wall surrounding the fuel tank to surrounding grade elevation. Remove all pumps, pipe, wires, and controls from the tank area.

2.2.11. The Service Building

2.2.12. The existing Gate House

2.2.13. The coal barge unloader and E-Crane to the top of the concrete and sheet piling cells.

2.2.14. The railroad car thawing building structure and equipment down to surrounding grade elevation.

2.2.15. The concrete dock river cells shall have the sheet piling, and the concrete cap removed down to the mud line.

2.2.16. Old and New Stacks

2.2.17. CPS Treatment Facility

2.2.18. Gypsum Storage Building

2.2.19. Miscellaneous Storage tanks throughout

2.2.20. Miscellaneous structures throughout

3. WORK BY CONTRACTOR

The Contractor Shall:

3.1. Furnish all supervision, labor, materials, tools, supplies and equipment necessary to perform the work, including dismantling and removal of all the facilities, equipment, structures, etc. noted herein with the exception of specific structures which are designated in this Specification to remain.

3.2. Furnish on the site, during the performance of the work, an experienced supervisor who shall be duly authorized to represent and act for the Contractor in all matters pertaining to the work covered by this Specification.

3.3. Provide all written instructions, orders, and other communications delivered to the Contractor's construction office shall be considered as having been delivered to the Contractor himself.

3.4. Develop detailed written demolition plans for each area to be dismantled, and submit them to the Engineer for his review prior to the start of work in an area. Such plans shall include, but limited to:

3.4.1. A detailed and complete schedule for the performance of the work.

3.4.2. A survey of each area, identifying all materials to be disposed of other than scrap and equipment.

3.4.3. Identification and protection of demolition areas.

3.4.4. Termination and/or relocation of utilities.

3.4.5. Handling and disposal of hazardous wastes and materials.

3.4.6. Handling and disposal of oils and greases.

3.4.7. Handling and disposal of non-hazardous debris and materials.

3.4.8. Fire prevention and protection.

3.4.9. Handling and storage locations for ferrous and non-ferrous scrap.

3.4.10. Method of demolition and/or equipment removal.

3.4.11. Clean-out, breaking open, and filling of basements, pits, and tunnels.

3.4.12. Final grading and restoration of demolition site.

3.5. Clear each site of existing equipment, structures, and material designated to be removed. Each site will be left in a neat, clean, safe condition in conformity with all applicable Federal, State, or Local laws, statutes and/or regulations, including but not limited to CAA, OSHA, RCRA, SARA, TSCA, and/or CERCLA. The finished condition of each site will be approved by the Engineer.

3.6. Remove all structures down to final grade except where otherwise noted. Final grade will generally be the adjacent grade surrounding the facility to be removed. The removal of concrete & debris and grading will be done concurrent with the demolition work. As one area is cleared of structures, the required concrete removal work in that area will be done simultaneously with the demolition of structures in the next area of work. If the Contractor breaches the provisions of this section AEP Company reserves the right, in AEP Company's sole opinion, to stop the Contractor from doing further demolition until the concrete and debris removal is current.

3.7. Perform all material removal work in accordance with all applicable Federal, State, and/or Local rules, regulations and/or ordinances, which is necessary to complete the proposed removal work.

3.8. Perform all utility, telecommunications and telemetering disconnection and/or relocation work which is necessary to complete the proposed removal work.

3.9. Prior to beginning demolition of any facility, Contractor shall ascertain that no live utilities remain in the facility and identify and locate all underground utilities. It shall be the Contractor's exclusive responsibility to determine that all utility systems in each area remain isolated from active utility systems.

3.10. Perform all excavation, back–filling, construction and closure work which is necessary to complete the proposed dismantling and removal work.

3.11. Remove all debris generated as a result of the proposed removal work.

3.12. Break the floors of all pits, trenches and depressions sufficiently to provide drainage and to prevent the accumulation of water within the underground structure.

3.13. Tunnel and basement roof structures which do not support structures designated to remain and which are located less than 3 feet below finish grade elevation will be broken in. Said tunnel excavations will be filled with fill materials approved by the Site Engineer up to finish grade elevation.

3.14. Properly drain and capture all contents of pipelines prior to dismantling any pipelines.

3.15. Empty and shovel clean all pits, sumps, basements, and depressions to the satisfaction of the Engineer. Areas will be inspected by the Site Engineer prior to filling. Any pits, sumps, basements or depressions in contact with a hazardous waste or PCB shall be decontaminated in accordance with any applicable Federal and/or State rules and/or regulations.

3.16. Back-fill all pits, sumps, and depressions up to existing grade. Each site shall be rough graded and left in a neat, clean, safe condition. Contractor will use fill material approved by the Engineer. The final six inches of fill shall be other select fill material approved by the Engineer.

3.17. Furnish all fill material in accordance with the Specification. If the work activity generates more fill material than needed, the Contractor shall pay for the transportation and disposal off site. If the work activity is fill negative, the Contractor shall pay for the purchase and transportation of required fill to the site. Such purchased material shall be approved by the Site Engineer.

3.18. Furnish portable sanitary facilities and drinking water for Contractor's personnel in areas of removal.

3.19. Furnish electric power and temporary lighting in those areas of removal where active utilities are not available.

3.20. Provide adequate protective barriers for open pits, holes and depressions, as a result of the equipment removal work, until they are properly backfilled. Temporary barricades shall conform to all applicable Federal, State and Local, rules and regulations or standards including, but not limited to OSHA.

3.21. Remove above ground utility support systems such as poles, structural steel towers or guy wires which have been designated to be removed by the Engineer.

3.22. Remove and scrap all tanks, including supporting steel and concrete structures. Prior to removal work Contractor shall remove the contents of each tank, drain each tank and otherwise purge each tank in accordance with all applicable rules or regulations to render them safe for removal. Notify Engineer of any potentially contaminated soils. Remove of these tanks shall conform to all applicable Federal, State, and Local laws, statutes, regulations or ordinances.

3.23. Secure the approval of local Fire Department for the Fire Prevention Plan. Contractor shall meet with representatives of the Fire Department prior to commencement of work on each facility. Prior to the commencement of removal work, Contractor shall inspect all fire hydrants in the work area and shall notify the Engineer of those that are not in good operating condition.

3.24. Provide fire extinguishers and fire hoses as required to immediately control any fires resulting from the work. Implement all fire prevention measures as directed by the Fire Department. Measures required by Fire Department may include, but will not be limited to, the maintenance of pressurized fire hoses at each removal

site.

3.25. Attend a safety meeting with AEP Company's representatives prior to starting work in each facility or designed area.

3.26. Furnish all temporary or permanent supports or protective devices which are necessary to preserve active pipes, electrical lines or other structures which AEP Company designates to remain in place.

3.27. Abide by AEP Company Contractor Safety Responsibilities, AEP Company Energy Control-Lockout and Tryout Rules, as well as all Federal, State, and Local regulations.

3.28. Secure the Engineer's approval prior to using any railroad track or mobile crane movements to or from the dismantling site.

3.29. Schedule rail movements, order all railroad cars and be solely responsible for demurrage charges resulting from the Contractor's operations.

3.30. Where Contractor removes railroad track, the Contractor shall remove all wooden and concrete ties, and load and transport them to an approved disposal site approved by the Engineer. Contractor shall be responsible for the cost of all removal, loading, transportation, and disposal of such material.

3.31. HAZARDOUS WASTE HANDLING AND DISPOSAL

3.31.1. Contractor shall provide all supervision, labor, consumable materials, tools, equipment, documentation, services and permits required to identify, remove and load any hazardous waste located in, adjacent to or forming a part of the equipment designated for removal. Contractor shall be responsible to perform all in-plant handling of such materials, including, but not limited to removal, loading, and in-plant transportation. Hazardous waste removal work shall include, but is not necessarily limited to, the work described herein.

3.31.2. Contractor is required to secure samples of all materials, which are suspected of being a hazardous waste, located in the areas defined in this Specification. Samples shall be collected in accordance with all applicable regulations. Contractor shall deliver all samples of suspected hazardous waste to the Engineer. AEP Company shall secure required analyses of all such samples.

3.31.3. Prepare a complete written hazardous waste removal plan for each work site that will be submitted to the Engineer for his review prior to the start of work in an area.

3.31.4. Contractor shall provide all respirators, protective clothing and equipment required to protect all personnel associated with the handling or removal of any Hazardous Wastes. All said respirators, protective clothing and equipment shall conform to all applicable rules, regulations and standards, including but not limited to OSHA.

3.31.5. Employ only competent persons, trained, knowledgeable and qualified in the techniques of handling and disposal of hazardous wastes and subsequent cleaning of contaminated areas. Employees who perform hazardous waste removal work shall possess current, valid licenses as required by any government agency having jurisdiction over the work. Perform all hazardous waste removal in strict accordance with all applicable Federal, State and Local laws, statutes, ordinances and regulations. Contractor shall provide timely and accurate notification in accordance with all Federal, State and Local laws, statutes, regulations and ordinances.

3.31.6. Contractor shall post all appropriate warning signs at each work area, as is required by applicable regulations.

3.31.7. Maintain complete and accurate records of all removal activities in accordance with all Federal, State, and Local laws, statutes, regulations and ordinances. Contractor shall submit copies of all such records to AEP Company on a weekly basis.

3.31.8. Perform personal monitoring as necessary to assure the safety of all persons associated with the removal of hazardous wastes and as required by Federal, State, and Local laws, statutes, regulations and ordinances. If so required, Contractor shall perform environmental air monitoring in the area of each location where hazardous waste removal work is performed. Environmental air monitoring shall comply with applicable Federal, State, and Local laws, statutes, regulations and ordinances.

3.31.9. AEP Company shall be responsible for disposal, the method of disposal and the disposal site for all identified hazardous waste except asbestos waste. Contractor shall load all such wastes into trucks or containers provided by AEP Company.

3.32. CONSTRUCTION / DEMOLITION WASTE

3.32.1. Contractor is required to perform the work described herein in a manner that will separate construction / demolition waste from ferrous scrap, combustible waste, non-ferrous scrap, ferrous scrap, process demolition waste, oils and greases, hazardous wastes, and all other materials.

3.32.2. Contractor shall identify all quantities of construction / demolition waste to the Engineer. The Engineer shall positively identify all such materials as being construction / demolition waste.

3.32.3. For all materials which have been positively identified by the Engineer as construction / demolition waste, Contractor shall use such materials as clean fill in locations approved for filling by the Engineer.

3.32.4. Contractor shall be responsible to perform all in-plant handling of such materials, including, but not limited to, screening, separation, from other materials, loading, crushing and transportation.

3.32.5. Contractor shall be responsible for any costs that are incurred as a result of his handling construction / demolition waste, including, but not limited to, sampling, analysis, permit applications, loading, on and off-site transportation, and disposal at an approved disposal site.

3.33. OILS

3.33.1. Contractor is required to secure samples of all oils and oily wastes located in the areas defined in this Specification. Samples shall be collected in accordance with all applicable regulations.

3.33.2. AEP Company shall secure analyses required by the applicable regulations, or by the disposal facility, of all such samples, including, but not limited to, analysis for PCB contamination.

3.33.3. For all oils which have been positively identified as being free of PCB contamination (i.e. less than 50 ppm), Contractor shall be responsible to perform all handling of such materials, including, but not limited to, removal, clean up, loading and transportation.

3.33.4. Contractor shall be responsible to pay for fees to dispose of all oils and oily waste in accordance with all applicable regulations. The Engineer shall approve all methods of disposal and disposal sites for all oils and oily waste.

3.34. GREASES

3.34.1. Contractor is required to secure samples of all greases and wastes containing grease located in the areas defined in this Specification. Samples shall be collected in accordance with all applicable regulations.

3.34.2. AEP Company shall secure analyses required by the applicable regulations, or by the disposal facility, of all such samples.

3.34.3. Contractor shall be responsible to perform all handling of such materials, including, but not limited to, removal, clean up, loading, and transportation.

3.34.4. AEP Company shall be responsible for the disposal of all special and hazardous greases and waste containing greases in accordance with all applicable regulations.

3.35. PROCESS MATERIALS

3.35.1. Contractor is required to perform the work described herein in a manner that will separate process demolition debris from ferrous scrap, combustible debris, non-ferrous scrap, construction / demolition waste, oils and greases, hazardous wastes, and all other materials.

3.35.2. Prior to the start of demolition in an area, Contractor shall identify all quantities of process materials to the Engineer. The Engineer shall positively identify all such materials as being process materials.

3.35.3. All ash process materials will remain on-site. A two foot clay cap will be utilized to cap process material areas of concern.

3.36. PCBs AND EQUIPMENT CONTAINING PCBs

3.36.1. Prior to dismantling, Contractor shall conduct a survey of each dismantling area to locate and identify any electrical or hydraulic equipment which has not been clearly identified as being free of PCB contamination and, therefore, may contain PCBs. Contractor shall provide the Engineer with the location and description of any surveyed equipment which may contain PCBs. Where so directed by AEP Company, Contractor shall provide AEP Company with a sample of the oil contained in the piece of equipment. AEP Company will secure analysis and provide Contractor with the written results.

3.36.2. Prior to dismantling the facility, the Contractor shall remove intact each piece of PCB contaminated equipment. Contractor shall transport said PCB equipment to AEP Company's designated PCB storage facility. Contractor shall schedule and coordinate said deliveries with the Engineer. Alternatively, at the direction of the Engineer, Contractor shall load PCB equipment onto vehicles provided by AEP Company. Contractor shall schedule and coordinate said loading with the Engineer. Contractor shall schedule and coordinate the pumping and removal of PCB dielectric fluid from transformers prior to loading when so directed by the Engineer.

3.36.3. AEP Company shall be responsible for the disposal of all PCB equipment and fluids.

3.37. PIPING SYSTEMS

3.37.1. Prior to the commencement of dismantling work, Contractor shall identify, plan and perform all piping shut offs, disconnections, and relocation work necessary to complete the work specified in a safe, orderly manner.

3.37.2. Piping shall be purged (where necessary) and shall be removed to a point of origin as designated by the Engineer.

3.37.3. Contractor shall submit plans, procedures and working drawings showing design details for all piping work to the Engineer for review. Contractor shall secure the Engineer's review of all designs, plans and procedures prior to the commencement of work. The correctness of the design shall remain the Contractors responsibility.

3.37.4. Contractor shall provide all supervision, labor, materials, tools and equipment necessary to complete all piping work required for the work as specified herein. Contractor shall be responsible for the identification of all piping construction, disconnection and relocation work which will be required to complete all work specified herein.

3.37.5. Contractor shall perform all piping construction, disconnection and relocation work using methods which will not interrupt AEP Company's ongoing operations.

3.37.6. Secure the Engineer's permission prior to any utility outage. In the absence of the Engineer's approval

of Contractor's proposed outage, Contractor shall perform the proposed work on live pressurized lines.

3.38. ELECTRICAL SYSTEMS

3.38.1. Prior to the commencement of dismantling work, Contractor shall identify, plan and perform all electrical shut offs, disconnections, and relocation work necessary to complete the work specified in a safe and orderly manner.

3.38.2. Conduit, cable, wireways, and buss shall be removed to a point of origin as designated by the Engineer.

3.38.3. Contractor shall submit plans, procedures and working drawings showing design details for all electrical and related work to the Engineer for review. Contractor shall secure the Engineer's review of all designs prior to the commencement of work. The correctness of design shall remain the Contractor's responsibility.

3.38.4. Contractor shall provide all supervision, labor, materials, tools and equipment necessary to complete all electrical, telecommunication and telemetering work required for the dismantling work specified herein. Contractor shall be responsible for the identification of all electrical, telecommunication and telemetering construction, disconnection and relocation work which will be required to complete all work specified herein.

3.38.5. Contractor shall perform all electrical construction, disconnection and relocation work using methods which will not interrupt AEP Company's ongoing operations.

3.38.6. Contractor shall secure the Engineer's permission prior to any utility outage. In the absence of the Engineer's approval of Contractor's proposed outage, Contractor shall perform the proposed work on live energized lines.

4. WORK BY PURCHASER:

AEP Company Shall:

4.1. Provide Safety Data Sheets (SDS) in accordance with OSHA "Right to Know" regulations for each substance listed under said regulations.

4.2. Provide, where available, utility services such as 460 Volt, 3 phase, 60 Hz power, 250 Volt DC current, potable water, oxygen, compressed air, or natural gas, which are deemed available by AEP Company. Contractor may, at his own expense and approval of the Engineer, make necessary connections provided there is no interruption to normal production operations. AEP Company assumes no responsibility or liability for loss of, or damage to, the equipment or materials of the Contractor or his subcontractors. Contractor will pay charges that may be assessed. The assessment of charges and/or the availability of utilities may change through the course of the contract as determined.

4.3. Provide existing railroad tracks, railroad tracks sidings, and roadways on plant site, if available, for Contractor's use when and where the Engineer may designate. Contractor shall keep traffic lanes free of congestion so as to avoid interference with normal plant operations.

4.4. Provide one copy of all available drawings necessary for the completion of the work specified. These drawings are to be used by the Contractor for reference only in the performance of the work. Said drawings are not to be construed as a complete description of the Scope of Work, nor as fully depicting existing conditions. Additional copies may be purchased by Contractor through the Purchaser.

4.5. Approve the selection of all subcontractors before they will be allowed to enter the job site and perform work. Subcontractors are subject to all applicable terms and conditions contained herein.

4.6. Provide written releases for the demolition of each specific area or facility as identified in the Schedule of Values. Demolition shall not commence without the receipt of said release.

4.7. Assign to Contractor ownership of each facility to be dismantled. The assignment shall include:

4.7.1. All ferrous and non-ferrous scrap resulting from the dismantling work

4.7.2. All ferrous and non-ferrous scrap located within each dismantling area as identified by Engineer during the site visitation.

4.7.3. Spare parts and/or spare equipment.

4.7.4. All railroad track designated for removal.

4.7.5. All vehicles and mobile equipment located within each dismantling area as identified in the Specification.

4.8. AEP Company will maintain ownership of all real estate

5. Asbestos

5.1. This conceptual estimate does not include the cost for the removal or disposal of asbestos containing materials.

6. Landfill

6.1. This conceptual cost estimate does not include the cost for the closure or capping of any landfill(s), if present.

7. Ash Pond / Fly Ash Pond

7.1. This conceptual cost estimate does not include the cost for any water filtering, discharge, or capping of any pond(s), if present.

8. Resale Equipment Value

8.1. Brandenburg does not believe that any equipment holds a resale value greater than the anticipated scrap value of said equipment; therefore, no resale of equipment has been included.

9. Pricing

Description	Cost
General Conditions	$221,415.00
Environmental	$976,000.00
Unit Demolition	$5,384,556.00
SCR Units	$426,456.00
Miscellaneous Demolition	$3,345,199.00
Stacks	$872,320.00
Cooling Towers	$840,270.00
Marine	$3,179,000.00
Total	$15,245,216.00

Total Cost = $26,119,456.00

Scrap Value = $10,874,240.00

Volumes

Demolition Material	**Volume**
Concrete	35,911 yards
Demolition Debris	12,692 yards
Railroad Ties	8,525 ties
Scrap Ferrous Steel	61,456 tons
Scrap Non-ferrous Steel	2,506,932 lbs
Oils/Greases	10,000 gallons

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Becker Verifciation.docx

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E-Signature Summary

E-Signature 1: Mark A. Becker (MAB)
May 03, 2021 09:35:56 -8:00 [4E86A8ECE1A4] [167.239.221.83]
mabecker@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)
May 03, 2021 09:35:56 -8:00 [834AEAAC50F9] [161.235.221.83]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.

VERIFICATION

The undersigned, Mark A. Becker, being duly sworn, deposes and says he is a Managing Director of Resource Planning for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of his information, knowledge and belief after reasonable inquiry.

Mark A. Becker
Signed on 2021/05/03 09:35:56 -8:00

Mark A. Becker

STATE OF OHIO)
) Case No. 2021-00004
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Mark A. Becker, this 3rd day of May, 2021.

NOTARY PUBLIC
STATE OF OHIO
Sarah Smithhisler
Commission # 2019-RE-775042
Electronic Notary Public
State of Ohio
My Comm Exp. Apr 29, 2024
Notary Stamp 2021/05/03 09:35:56 PST
834AEAAC50F9

S. Smithhisler
Signed on 2021/05/03 09:35:56 -8:00

Notary Public

Notary ID Number: 2019-RE-775042

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Keaton Verifciation.docx

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E-Signature Summary

E-Signature 1: Allyson M. Keaton (AMK)
May 04, 2021 06:08:08 -8:00 [D3948D54F9BF] [167.239.221.80]
alkeaton@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)
May 04, 2021 06:08:08 -8:00 [7F6B1CEC54B4] [161.235.221.83]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.

VERIFICATION

The undersigned, Allyson M. Keaton, being duly sworn, deposes and says she is a Tax Analyst Principle for American Electric Power Service Corporation, that she has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of her information, knowledge and belief after reasonable inquiry.

Signed on 2021/05/04 06:08:08 -8:00

Allyson L. Keaton

STATE OF OHIO)
) Case No. 2021-00004
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Allyson M. Keaton, this 4th day of May 2021.

NOTARY PUBLIC STATE OF OHIO

Sarah Smithhisler
Commission # 2019-RE-775042
Electronic Notary Public
State of Ohio
My Comm Exp. Apr 29, 2024

Notary Stamp 2021/05/04 06:08:08 PST 7F6B1CEC54B4

Signed on 2021/05/04 06:08:08 -8:00

Notary Public

Notary ID Number: 2019-RE-775042

Mattison Verifciation.docx

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E-Signature Summary

E-Signature 1: Brett Mattison (BM)
May 03, 2021 09:53:29 -8:00 [30655D455EF2] [167.239.2.87]
bmattison@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)
May 03, 2021 09:53:29 -8:00 [51EEB9EC86D6] [161.235.221.83]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.

VERIFICATION

The undersigned, Brett Mattison, being duly sworn, deposes and says he is the President and Chief Operating Officer of Kentucky Power Company, that he has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of his information, knowledge and belief after reasonable inquiry.

Brett Mattison
Signed on 2021/05/03 09:53:29 -8:00

Brett Mattison

STATE OF OHIO)
) Case No. 2021-00004
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Brett Mattison, this 3rd day of May, 2021.

NOTARY PUBLIC
STATE OF OHIO

Sarah Smithhisler
Commission # 2019-RE-775042
Electronic Notary Public
State of Ohio
My Comm Exp. Apr 29, 2024

Notary Stamp 2021/05/03 09:53:29 PST 51EEB9EC86D6

S Smithhisler
Signed on 2021/05/03 09:53:29 -8:00

Notary Public

Notary ID Number: 2019-RE-775042

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E-Signature Summary

E-Signature 1: Lerah Scott (LS)
May 04, 2021 05:52:11 -8:00 [DE2C8D7E171C] [161.235.221.83]
lmscott@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)
May 04, 2021 05:52:11 -8:00 [FA25E4B94D40] [161.235.221.83]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.

VERIFICATION

The undersigned, Lerah M. Scott, being duly sworn, deposes and says she is a Regulatory Consultant for Kentucky Power Company, that she has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of her information, knowledge and belief after reasonable inquiry.

Lerah Scott
Signed on 2021/05/04 05:52:11 -8:00

Lerah M. Scott

STATE OF OHIO)
) Case No. 2021-00004
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Lerah M. Scott, this 4th day of May, 2021.

NOTARY PUBLIC STATE OF OHIO

Sarah Smithhisler
Commission # 2019-RE-775042
Electronic Notary Public
State of Ohio
My Comm Exp. Apr 29, 2024

Notary Stamp 2021/05/04 05:52:11 PST FA25E4894D40

S Smithhisler
Signed on 2021/05/04 05:52:11 -8:00

Notary Public

Notary ID Number: 2019-RE-775042

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E-Signature Summary

E-Signature 1: Brian D. Sherrick (BDS)
May 03, 2021 09:39:23 -8:00 [51C37C0C3D8A] [167.239.221.82]
bdsherrick@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)
May 03, 2021 09:39:23 -8:00 [5C5FC2C62EF6] [161.235.221.83]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.

VERIFICATION

The undersigned, Brian D. Sherrick, being duly sworn, deposes and says he is the Managing Director of Projects for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of his information, knowledge and belief after reasonable inquiry.

Brian D. Sherrick
Signed on 2021/05/03 09:39:23 -8:00

Brian D. Sherrick

STATE OF OHIO)
) Case No. 2021-00004
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Brian D. Sherrick, this 3rd day of May, 2021.

S Smithhisler
Signed on 2021/05/03 09:39:23 -8:00

Notary Public

Notary ID Number: 2019-RE-775042