

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

In the Matter of:

Electronic Investigation Of The Service, Rates And     )  
Facilities Of Kentucky Power Company                     )     Case No. 2021-00370

Kentucky Power Company’s Update Of West Virginia Proceedings  
For The Period August 22, 2022-September 1, 2022

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Kentucky Power Company (“Kentucky Power” or the “Company”) provides the following update in conformity with the Orders of the Public Service Commission of Kentucky (“Commission”):

Kentucky Power informed the Commission in its July 11, 2022 update that the conflicting regulatory requirements of the Public Service Commission of West Virginia (“West Virginia Commission”) and this Commission with respect to the proposed operating and ownership agreements for the jointly-owned Mitchell generating station necessitated keeping the current Mitchell Plant Operating Agreement in place. The Company further indicated that the near term actions for the continued operation of the Mitchell generating station and for implementing the ELG investments at the Mitchell generating station in conformity with the orders of this Commission and the West Virginia Commission would be implemented through resolutions of the Mitchell Operating Committee. The Company further stated it would advise the Commission and provide copies in future updates when those resolutions had been adopted by the Mitchell Operating Committee.

The Owners’ Operating Representatives of the Mitchell Operating Committee, on September 1, 2022, adopted the resolutions in the attached as **Exhibit 1** Written Consent Action (“Resolution”). The Resolution: (1) authorizes Wheeling Power to act as the operator of the

Mitchell Plant and approves the steps needed to further implement that change; (2) authorizes and ratifies the transfer of ELG and other essential permits from Kentucky Power to Wheeling Power to facilitate timely ELG and other work; (3) provides that the ELG upgrades at the Mitchell Plant will be performed by Wheeling Power and that cost of those ELG investments, which enable Mitchell to operate beyond 2028, will be assigned exclusively to Wheeling Power and not Kentucky Power customers; (4) implements appropriate accounting procedures to ensure that Kentucky Power and Wheeling Power share in the investments and expenditures needed to operate Mitchell through 2028, including the CCR work; and (5) provides for the allocation between Kentucky Power and Wheeling Power, in accordance with the orders of their respective commissions, of capital expenditures with a depreciable life that extends beyond or that will not be placed in service until after 2028.

In addition, Wheeling Power filed a letter with the West Virginia Commission in in Case No. 21-0810-E-PC attaching a copy of the Resolutions. A copy of the letter is attached as **Exhibit 2**. There were no other documents filed during the reporting period by either Wheeling Power or the West Virginia Commission in Case No. 21-0810-E-PC.

Subsequent updates will be filed at ten-day intervals or more frequently as circumstances require.

Respectfully submitted,



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Mark R. Overstreet  
Katie M. Glass  
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Frankfort, Kentucky 40602-0634

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COUNSEL FOR  
KENTUCKY POWER COMPANY

**EXHIBIT 1**

**WRITTEN CONSENT ACTION  
OF THE MITCHELL OPERATING COMMITTEE**

**September 1, 2022**

The undersigned, being all of the Owners' Operating Representatives of the Operating Committee (the "Committee") of the Mitchell Plant Operating Agreement (the "Agreement"), do hereby consent to the adoption of the following resolutions, which resolutions shall be deemed to be adopted as of the date hereof ("Effective Date") and to have the same force and effect as if such resolutions had been adopted at a meeting duly called therefor:

**1. Waiver of Notice.**

**RESOLVED**, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

**2. Approval of Resolutions To Implement the Agreement**

**WHEREAS**, Wheeling Power Company ("Wheeling Power") and Kentucky Power Company ("Kentucky Power") recognize that the Public Service Commission of West Virginia ("WVPSC") and the Kentucky Public Service Commission ("KPSC") approved different investments in response to federal environmental rules at the Mitchell Plant and different approaches to operating and owning the Mitchell Plant after December 31, 2028;

**WHEREAS**, the WVPSC in its orders authorized Wheeling Power to make any improvements or upgrades to the Mitchell Plant to enable compliance with the Effluent Limitations Guidelines ("ELG Rule"), and agreed exclusively to fund all of the capital expenditures associated with implementation of the ELG Rule ("ELG Upgrades"), and to make other necessary improvements or upgrades to the Mitchell Plant, to preserve the option to operate the plant past 2028;

**WHEREAS**, the KPSC in its orders authorized Kentucky Power to make only the improvements and upgrades to the Mitchell Plant to enable compliance with the Coal Combustion Residuals Rule ("CCR Rule"), and agreed to fund only its ownership share of the capital expenditures associated with the CCR Rule ("CCR Upgrades"), but not the ELG Rule, and acknowledged that because the ELG Upgrades are needed to operate the Mitchell Plant after 2028, approving the CCR and not the ELG Upgrades results in Kentucky Power being permitted only to operate the Mitchell Plant until the end of 2028;

**WHEREAS**, on November 19, 2021, each Owner filed with its Commission a proposed Mitchell Plant Operations and Maintenance Agreement and a proposed Mitchell Plant Ownership Agreement ("Proposed Mitchell Agreements") to replace the Agreement to facilitate compliance with the KPSC's and WVPSC's respective orders regarding compliance with the CCR and ELG Rules at the Mitchell Plant;

**WHEREAS**, the Committee believed that replacement of the Agreement with the New Mitchell Agreements at the soonest practical date was advisable and in the best interests of

Kentucky Power Company, Wheeling Power Company, and their respective customers;

**WHEREAS**, the KPSC and WVPSC issued orders adopting versions of the Mitchell Agreements on May 3, 2022 and July 1, 2022, respectively, that differ in material respects, such that the Owners are unable to enter into new agreements at the current time;

**WHEREAS**, the Agreement remains in full force and effect in accordance with its terms pending future negotiation of longer term arrangements by the Owners that replace the Agreement, subject to state and other applicable regulatory approvals;

**WHEREAS**, in light of the foregoing developments, the Operating Committee believes it is now in the best interests of the Mitchell Plant and their respective customers to continue operating under the Agreement in the short term to accomplish the operational objectives necessitated by the KPSC and WVPSC in their orders and prevent any delays in constructing the ELG Upgrades, which could have a negative effect on future plant outages and unit availability;

**WHEREAS**, the Committee must establish certain operating principles pursuant to its authority under the Agreement to appoint Wheeling Power as the operator of the Mitchell Plant, to enable the ELG Upgrades to be performed by Wheeling Power, and to adopt the procedures necessary to properly allocate costs between the two Owners such that Wheeling Power will pay for all of the costs of the ELG Upgrades, in accordance with the authority of the Committee under the Agreement;

**WHEREAS**, the Committee must also appropriately allocate costs between the two Owners such that Wheeling Power will pay for the cost of capital investments to the extent they have a depreciable life after December 31, 2028;

**WHEREAS**, the Committee is vested with certain enumerated rights and duties under the Agreement, as well as other duties as agreed by the Owners (Section 7.2(j));

**WHEREAS**, the rights and responsibilities of the Committee include, but are not limited to, (1) review and approval of an annual budget and operating plan (Section 7.2(a)); (2) decisions on capital expenditures (Section 7.2(d)); establishment and modification of billing procedures (Section 7.2(f)); (3) establishment of, termination of, and approval of any change or amendment to the operating arrangements between Kentucky Power and Agent pertaining to the Mitchell Plant (Section 7.2(h)); and (4) review and approval of plans and procedures designed to ensure compliance with any environmental law, regulation ordinance or permit (Section 7.2(i));

**WHEREAS**, pursuant to Section 7.9 of the Agreement, capital repairs and improvements to the Mitchell Plant will be determined by the Committee pursuant to the annual budgeting process which shall, pursuant to Section 7.10 of the Agreement, remain in effect throughout the applicable operating year subject to such changes, revisions, amendments and updating as the Committee may determine; and

**WHEREAS**, further pursuant to Section 7.9, the expenditures that the Committee determines have been or will be incurred exclusively for one Owner shall be assigned exclusively

to that owner, and, pursuant to Section 7.2(d), decisions on capital expenditures are among the responsibilities of the Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that Kentucky Power's rights and obligations to operate and maintain the Mitchell Plant are delegated to Wheeling Power, and Wheeling Power accepts and consents to such delegation, effective as of the Effective Date, including, but not limited to, Kentucky Power's rights and obligations under Sections 1.1 (Appointment of Operator), 1.2 (Maintenance of Books and Records), 1.4 (Monthly Statements), 1.5 (Daily Operations), 3.1 (Capital Work), 5.1 (Coal Procurement), 6.3 (Accounting - Operating Expenses), 6.4 (Accounting – Maintenance Expenses), and 7.10 (Budgeting) of the Agreement, including the following which shall occur on or after the Effective Date:

- a. Kentucky Power's employees who work at the Mitchell Plant shall become employees of Wheeling Power;
- b. All open and active contracts on the Effective Date for the purchase of fuel, transportation, goods and services for the operation, maintenance and improvement of the Mitchell Plant and all collective bargaining agreements for labor at Mitchell Plant shall be assigned by Kentucky Power to Wheeling Power and assumed by Wheeling Power;
- c. All leased property used in support of the Mitchell Plant, including but not limited to vehicles and computer equipment, shall be transferred on the books of the lessor from the leased assets account of Kentucky Power to the leased assets account of Wheeling Power; and
- d. Ownership or other beneficial interest of the tugboat used at Mitchell Plant shall be transferred to Wheeling Power.

**RESOLVED**, that Wheeling Power will have the power and obligation as the operator of the Mitchell Plant to enter into and hold permits in its name on behalf of both Owners or on its own behalf, as the circumstances require, including the ELG permits, and all existing permits not held by Wheeling Power will be transferred to it in an orderly manner.

**RESOLVED**, that pursuant to Sections 7.2(d) and 7.9 of the Agreement, the Owners jointly recognize Wheeling Power's right to carry out and pay for the ELG Upgrades under the Agreement and approve the following procedures to facilitate that work consistent with the orders of the WVPSC and KPSC, and to protect Kentucky ratepayers from the associated costs and risks:

- a. The permits related to the ELG Upgrades at the Mitchell Plant will be transferred to Wheeling Power to the extent not held by Wheeling Power, and all prior action taken by the Owners in furtherance of the foregoing is ratified and approved;
- b. All construction and other contracts related to the ELG Upgrades will be in the name of Wheeling Power such that Wheeling Power (and not Kentucky Power) is contractually responsible for those contracts;

- c. The appropriate work orders and supporting accounting will be implemented to assign to Wheeling Power all costs associated with the ELG Upgrades;
- d. The appropriate work orders and supporting accounting will be implemented to assign to Wheeling Power and Kentucky Power equally all costs associated with the CCR Upgrades;
- e. The expenditures associated with the CCR Upgrades, in which the Owners share equally, and the ELG Upgrades, which will be the exclusive responsibility of Wheeling Power, will be classified in accordance with the recommendations of the independent engineer's report identifying the ELG Upgrades and CCR Upgrades and their associated costs, as previously adopted by this Committee.

**RESOLVED**, that to further implement and clarify Sections 3.2 and 7.9 of the Agreement, the Owners approve the following procedures related to capital items which have a depreciable life extending beyond, or with an in-service date not occurring until after, December 31, 2028:

- a. Wheeling Power will exclusively pay for any capital item whose in-service date is reasonably expected to be after December 31, 2028;
- b. Wheeling Power's Operating Representative may unilaterally authorize any capital expenditure that will be assigned exclusively to Wheeling Power, including the ELG Upgrades;
- c. if a capital expenditure has a depreciable life that extends beyond December 31, 2028, Kentucky Power's responsibility for the cost of that item will be limited to its 50% ownership share of the cost of the asset ratably allocated to the portion of such depreciable life occurring prior to December 31, 2028, and Wheeling Power will be responsible for the remainder;
- d. any other capital expenditures shall be allocated 50% to (and paid for by) each Owner, subject to the written approval of the Operating Committee;
- e. to the extent either Owner funds any capital item in excess of 50%, that capital item will be owned by the Owners in proportion to their investment in that asset for regulatory, tax and other purposes; and
- f. an Owner's Operating Representative may unilaterally authorize any capital expenditure for which such Owner shall be allocated greater than 75% of the capital costs, up to an aggregate amount of such capital costs that does not exceed \$3 million per year allocated to the other Owner.



**IN WITNESS WHEREOF**, the undersigned have signed this written consent action effective as of the Effective Date.

**OPERATING REPRESENTATIVES:**

DocuSigned by:

*Deryle Brett Mattison*

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D. Brett Mattison

DocuSigned by:

*Christian T. Beam*

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Christian T. Beam

**EXHIBIT 2**



BOUNDLESS ENERGY™

Keith D. Fisher  
Senior Counsel

500 Lee Street East, Suite 800  
Charleston, WV 25301  
304.348.4154  
kdfisher@aep.com

September 1, 2022

**Via Electronic Filing**

Karen Buckley  
Acting Executive Secretary  
Public Service Commission of West Virginia  
201 Brooks St.  
Charleston, WV 25301

**Re: Case No. 21-0810-E-PC (closed)**  
**Appalachian Power Company and Wheeling Power Company**  
*Petition for Commission Consent and Approval to Enter into Ownership and Operating Agreements for the Mitchell Plant*

Dear Ms. Buckley:

In accordance with the directives of the Commission in this matter, and as indicated in their “Compliance Filing” made July 11, 2022 in this matter, Appalachian Power Company and Wheeling Power Company hereby file as a closed entry, for the Commission’s and other parties’ information, the “Written Consent Action of the Mitchell Operating Committee” dated September 1, 2022, which document contains certain agreed-upon resolutions respecting the Mitchell Plant. In summary, the Written Consent Action: (1) authorizes Wheeling Power Company (“WPCo”) to act as the operator of the Mitchell Plant and approves the steps needed to further implement that change; (2) authorizes and ratifies the transfer of ELG and other essential permits from Kentucky Power Company (“KPCo”) to WPCo to facilitate timely ELG and other work; (3) provides that the ELG upgrades at the Mitchell Plant will be performed by WPCo and that the cost of those ELG investments, which enable the plant to operate beyond 2028, will be assigned exclusively to WPCo and not KPCo customers; (4) implements appropriate accounting procedures to ensure that KPCo and WPCo share in the investments and expenditures needed to operate the Mitchell Plant through 2028, including CCR work; and (5) provides for the allocation between KPCo and WPCo, in accordance with the orders of their respective commissions, of capital expenditures with a depreciable life that extends beyond 2028 or that will not be placed into service until after 2028.

Thank you for your attention to this matter. Should you have any questions regarding this correspondence, please do not hesitate to contact me.

Sincerely,

Keith D. Fisher (WV State Bar #11346)  
Counsel for Appalachian Power Company  
and Wheeling Power Company

Enclosure

cc: Certificate of Service

**WRITTEN CONSENT ACTION  
OF THE MITCHELL OPERATING COMMITTEE**

**September 1, 2022**

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**WHEREAS**, the WVPSC in its orders authorized Wheeling Power to make any improvements or upgrades to the Mitchell Plant to enable compliance with the Effluent Limitations Guidelines ("ELG Rule"), and agreed exclusively to fund all of the capital expenditures associated with implementation of the ELG Rule ("ELG Upgrades"), and to make other necessary improvements or upgrades to the Mitchell Plant, to preserve the option to operate the plant past 2028;

**WHEREAS**, the KPSC in its orders authorized Kentucky Power to make only the improvements and upgrades to the Mitchell Plant to enable compliance with the Coal Combustion Residuals Rule ("CCR Rule"), and agreed to fund only its ownership share of the capital expenditures associated with the CCR Rule ("CCR Upgrades"), but not the ELG Rule, and acknowledged that because the ELG Upgrades are needed to operate the Mitchell Plant after 2028, approving the CCR and not the ELG Upgrades results in Kentucky Power being permitted only to operate the Mitchell Plant until the end of 2028;

**WHEREAS**, on November 19, 2021, each Owner filed with its Commission a proposed Mitchell Plant Operations and Maintenance Agreement and a proposed Mitchell Plant Ownership Agreement ("Proposed Mitchell Agreements") to replace the Agreement to facilitate compliance with the KPSC's and WVPSC's respective orders regarding compliance with the CCR and ELG Rules at the Mitchell Plant;

**WHEREAS**, the Committee believed that replacement of the Agreement with the New Mitchell Agreements at the soonest practical date was advisable and in the best interests of

Kentucky Power Company, Wheeling Power Company, and their respective customers;

**WHEREAS**, the KPSC and WVPSC issued orders adopting versions of the Mitchell Agreements on May 3, 2022 and July 1, 2022, respectively, that differ in material respects, such that the Owners are unable to enter into new agreements at the current time;

**WHEREAS**, the Agreement remains in full force and effect in accordance with its terms pending future negotiation of longer term arrangements by the Owners that replace the Agreement, subject to state and other applicable regulatory approvals;

**WHEREAS**, in light of the foregoing developments, the Operating Committee believes it is now in the best interests of the Mitchell Plant and their respective customers to continue operating under the Agreement in the short term to accomplish the operational objectives necessitated by the KPSC and WVPSC in their orders and prevent any delays in constructing the ELG Upgrades, which could have a negative effect on future plant outages and unit availability;

**WHEREAS**, the Committee must establish certain operating principles pursuant to its authority under the Agreement to appoint Wheeling Power as the operator of the Mitchell Plant, to enable the ELG Upgrades to be performed by Wheeling Power, and to adopt the procedures necessary to properly allocate costs between the two Owners such that Wheeling Power will pay for all of the costs of the ELG Upgrades, in accordance with the authority of the Committee under the Agreement;

**WHEREAS**, the Committee must also appropriately allocate costs between the two Owners such that Wheeling Power will pay for the cost of capital investments to the extent they have a depreciable life after December 31, 2028;

**WHEREAS**, the Committee is vested with certain enumerated rights and duties under the Agreement, as well as other duties as agreed by the Owners (Section 7.2(j));

**WHEREAS**, the rights and responsibilities of the Committee include, but are not limited to, (1) review and approval of an annual budget and operating plan (Section 7.2(a)); (2) decisions on capital expenditures (Section 7.2(d)); establishment and modification of billing procedures (Section 7.2(f)); (3) establishment of, termination of, and approval of any change or amendment to the operating arrangements between Kentucky Power and Agent pertaining to the Mitchell Plant (Section 7.2(h)); and (4) review and approval of plans and procedures designed to ensure compliance with any environmental law, regulation ordinance or permit (Section 7.2(i));

**WHEREAS**, pursuant to Section 7.9 of the Agreement, capital repairs and improvements to the Mitchell Plant will be determined by the Committee pursuant to the annual budgeting process which shall, pursuant to Section 7.10 of the Agreement, remain in effect throughout the applicable operating year subject to such changes, revisions, amendments and updating as the Committee may determine; and

**WHEREAS**, further pursuant to Section 7.9, the expenditures that the Committee determines have been or will be incurred exclusively for one Owner shall be assigned exclusively

to that owner, and, pursuant to Section 7.2(d), decisions on capital expenditures are among the responsibilities of the Committee.

**NOW, THEREFORE, BE IT RESOLVED**, that Kentucky Power's rights and obligations to operate and maintain the Mitchell Plant are delegated to Wheeling Power, and Wheeling Power accepts and consents to such delegation, effective as of the Effective Date, including, but not limited to, Kentucky Power's rights and obligations under Sections 1.1 (Appointment of Operator), 1.2 (Maintenance of Books and Records), 1.4 (Monthly Statements), 1.5 (Daily Operations), 3.1 (Capital Work), 5.1 (Coal Procurement), 6.3 (Accounting - Operating Expenses), 6.4 (Accounting – Maintenance Expenses), and 7.10 (Budgeting) of the Agreement, including the following which shall occur on or after the Effective Date:

- a. Kentucky Power's employees who work at the Mitchell Plant shall become employees of Wheeling Power;
- b. All open and active contracts on the Effective Date for the purchase of fuel, transportation, goods and services for the operation, maintenance and improvement of the Mitchell Plant and all collective bargaining agreements for labor at Mitchell Plant shall be assigned by Kentucky Power to Wheeling Power and assumed by Wheeling Power;
- c. All leased property used in support of the Mitchell Plant, including but not limited to vehicles and computer equipment, shall be transferred on the books of the lessor from the leased assets account of Kentucky Power to the leased assets account of Wheeling Power; and
- d. Ownership or other beneficial interest of the tugboat used at Mitchell Plant shall be transferred to Wheeling Power.

**RESOLVED**, that Wheeling Power will have the power and obligation as the operator of the Mitchell Plant to enter into and hold permits in its name on behalf of both Owners or on its own behalf, as the circumstances require, including the ELG permits, and all existing permits not held by Wheeling Power will be transferred to it in an orderly manner.

**RESOLVED**, that pursuant to Sections 7.2(d) and 7.9 of the Agreement, the Owners jointly recognize Wheeling Power's right to carry out and pay for the ELG Upgrades under the Agreement and approve the following procedures to facilitate that work consistent with the orders of the WVPSC and KPSC, and to protect Kentucky ratepayers from the associated costs and risks:

- a. The permits related to the ELG Upgrades at the Mitchell Plant will be transferred to Wheeling Power to the extent not held by Wheeling Power, and all prior action taken by the Owners in furtherance of the foregoing is ratified and approved;
- b. All construction and other contracts related to the ELG Upgrades will be in the name of Wheeling Power such that Wheeling Power (and not Kentucky Power) is contractually responsible for those contracts;

- c. The appropriate work orders and supporting accounting will be implemented to assign to Wheeling Power all costs associated with the ELG Upgrades;
- d. The appropriate work orders and supporting accounting will be implemented to assign to Wheeling Power and Kentucky Power equally all costs associated with the CCR Upgrades;
- e. The expenditures associated with the CCR Upgrades, in which the Owners share equally, and the ELG Upgrades, which will be the exclusive responsibility of Wheeling Power, will be classified in accordance with the recommendations of the independent engineer's report identifying the ELG Upgrades and CCR Upgrades and their associated costs, as previously adopted by this Committee.

**RESOLVED**, that to further implement and clarify Sections 3.2 and 7.9 of the Agreement, the Owners approve the following procedures related to capital items which have a depreciable life extending beyond, or with an in-service date not occurring until after, December 31, 2028:

- a. Wheeling Power will exclusively pay for any capital item whose in-service date is reasonably expected to be after December 31, 2028;
- b. Wheeling Power's Operating Representative may unilaterally authorize any capital expenditure that will be assigned exclusively to Wheeling Power, including the ELG Upgrades;
- c. if a capital expenditure has a depreciable life that extends beyond December 31, 2028, Kentucky Power's responsibility for the cost of that item will be limited to its 50% ownership share of the cost of the asset ratably allocated to the portion of such depreciable life occurring prior to December 31, 2028, and Wheeling Power will be responsible for the remainder;
- d. any other capital expenditures shall be allocated 50% to (and paid for by) each Owner, subject to the written approval of the Operating Committee;
- e. to the extent either Owner funds any capital item in excess of 50%, that capital item will be owned by the Owners in proportion to their investment in that asset for regulatory, tax and other purposes; and
- f. an Owner's Operating Representative may unilaterally authorize any capital expenditure for which such Owner shall be allocated greater than 75% of the capital costs, up to an aggregate amount of such capital costs that does not exceed \$3 million per year allocated to the other Owner.

**IN WITNESS WHEREOF**, the undersigned have signed this written consent action effective as of the Effective Date.

**OPERATING REPRESENTATIVES:**

DocuSigned by:

*Deryle Brett Mattison*

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D. Brett Mattison

DocuSigned by:

*Christian T. Beam*

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Christian T. Beam



**PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON**

**CASE NO. 21-0810-E-PC**

**APPALACHIAN POWER COMPANY and  
WHEELING POWER COMPANY,**  
public utilities.

*Petition for Commission Consent and Approval  
to Enter into Ownership and Operating Agreements  
for the Mitchell Plant*

**CERTIFICATE OF SERVICE**

I, Keith D. Fisher, counsel for Appalachian Power Company and Wheeling Power Company, do hereby certify that a true and correct copy of the foregoing filing was served upon the following, via electronic mail, on this 1st day of September, 2022:

Lucas R. Head, Esq. Public Service Commission of West Virginia 201 Brooks Street Charleston, WV 25301 <i>Counsel for Staff of WV Public Service Commission</i>	Robert F. Williams, Esq. Heather B. Osborn, Esq. John Auville, Esq. Consumer Advocate Division 300 Capitol Street, Suite 810 Charleston, WV 25301 <i>Counsel for Consumer Advocate Division</i>
Susan J. Riggs, Esq. Spilman Thomas & Battle, PLLC 300 Kanawha Blvd E Charleston, WV 25301 <i>Counsel for WVEUG</i>	Derrick P. Williamson, Esq. Barry A. Naum, Esq. Spilman Thomas & Battle, PLLC 1100 Bent Creek Blvd, Suite 101 Mechanicsburg, PA 17050 <i>Counsel for WVEUG</i>
Emmett Pepper, Esq. Pepper & Nason 8 Hale Street Charleston, WV 25301 <i>Counsel for CAG, SUN, and EEWW</i>	H. Brann Altmeyer, Esq. Jacob C. Altmeyer, Esq. Phillips, Gardill, Kaiser & Altmeyer, PLLC 61 Fourteenth Street Wheeling, WV 26003 <i>Counsel for WV Coal Association, Inc.</i>
Shannon Fisk, Esq. Earthjustice 48 Wall St., 15 <sup>th</sup> Floor New York, NY 10005 <i>Counsel for CAG, SUN, and EEWW</i>	Raghava Murthy, Esq. Earthjustice 48 Wall St., 15 <sup>th</sup> Floor New York, NY 10005 <i>Counsel for CAG, SUN, and EEWW</i>



\_\_\_\_\_  
Keith D. Fisher (WV State Bar #11346)

VERIFICATION

The undersigned, Brian K. West, being duly sworn, deposes and says he is the Vice President, Regulatory & Finance 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.




Brian K. West

Commonwealth of Kentucky )  
  )  
County of Boyd                    )

Case No. 2021-00370

Subscribed and sworn before me, a Notary Public, by Brian K. West this 31<sup>st</sup> day of August, 2022.

  
Notary Public

My Commission Expires June 24, 2025

Notary ID Number: KYNP 32110

