

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

In the Matter of:

Electronic Tariff Filing Of Kentucky Power Company)	
For Approval Of A Special Contract With Ebon)	Case No. 2022-00387
International, LLC)	

Kentucky Power Company’s Notice of Filing Concerning Non-Disclosure Agreements

Kentucky Power Company hereby gives notice, at the request of Commission Staff, of information concerning the non-disclosure agreements entered into with the intervenors in this case. Kentucky Power routinely enters into non-disclosure agreements with parties in Commission proceedings. Given the unique nature of this case, all confidential rate information in this case has been designated as “Highly Confidential” and is being disclosed on an “Outside Counsel’s Eyes Only” basis.

The non-disclosure agreement used in this case differs from Kentucky Power’s standard non-disclosure agreement in one material respect: There is a section that allows a party to designate confidential materials as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL’S EYES ONLY," and corresponding provisions. See Non-Disclosure Agreement, Section 3(A)-(H). Certain information filed in this proceeding has been given this designation because of the potential for the information to be used by other current or potential future customers, to the commercial disadvantage of Kentucky Power, to obtain lower rates or other commercial advantage. Sections 17 and 18 have also been added. All other provisions remain the same as Kentucky Power’s standard non-disclosure agreement. All such information is designated with a conspicuous marking, which says “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” Copies of the non-disclosure agreements and non-disclosure certificates entered into by each intervenor in this case are attached hereto.

The following intervenor counsel and representatives have agreed to and entered into the non-disclosure agreement and non-disclosure certificate described herein, are considered to be Outside Counsel for purposes of the non-disclosure agreement, and information designated “Highly Confidential” may be shared confidentially with them:

Intervening Party	Individuals with whom Highly Confidential information may be shared confidentially
Attorney General	Michael West John Horne Larry Cook Angela Goad Heather Napier Noah Wills Stephen J. Baron (J. Kennedy & Associates) Leah J. Wellborn (J. Kennedy & Associates) Evelyn Menendez (J. Kennedy & Associates)
Kentucky Industrial Utility Customers, Inc.	Michael C. Kurtz Jody Kyler Cohn
Joint Intervenors	Tom FitzGerald Ashley Wilmes Thomas Cmar Hema Lochan Chelsea Hotaling (EFG Consultants) Stacy L. Sherwood (EFG Consultants)

The Company entered into the aforementioned non-disclosure agreements with the intervenors in this case after making at least some confidential filings. Thus, some documents filed with the Commission via the Executive Director’s email do not contain the HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY designation. However, all such documents shared confidentially with intervenor counsel do contain the designation. For clarity, the following record documents have been designated by the Company to be, in whole or in part, Highly Confidential:

Direct Testimony of Brian K. West

Contract for Firm Electric Service Between Kentucky Power Company and Ebon International, LLC

Special Contract Exhibit 1 (Excel spreadsheet)

KPCO_R_KPSC_1_9_ConfidentialAttachment1

KPCO_R_KPSC_1_9_ConfidentialAttachment2

Company's written responses to AG-KIUC data requests 1-30, 1-31, 1-32, 1-33, and 1-34

Errata Direct Testimony of Brian K. West

Company's supplemental written response to AG-KIUC data request 1-33

Lerah M. Kahn Rebuttal Exhibit LMK-R1

Respectfully submitted,



Katie M. Glass
STITES & HARBISON PLLC
421 West Main Street
P. O. Box 634
Frankfort, Kentucky 40602-0634
Telephone: (502) 223-3477
kglass@stites.com

COUNSEL FOR KENTUCKY POWER
COMPANY

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE AGREEMENT

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

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in *Electronic Tariff Filing Of Kentucky Power Company For Approval Of A Special Contract With Ebon International, LLC*, Case No. 2022-00387 (“the Proceeding”). Notwithstanding any order terminating the Proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of Intervenor involved in this case including any expert or employee of an expert retained by

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

Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

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

(A) A Stipulating Party may designate Protected Materials used or disclosed in connection with this proceeding as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" and subject to the protections and requirements of this Agreement, if so designated in writing, or orally if at a hearing, pursuant to the terms of this Agreement.

(i) “Stipulating Party” means Kentucky Power and any Intervenor who enters into a Non-Disclosure Agreement in this proceeding.

(ii) Information and documents that a Stipulating Party in good faith believes constitutes, contains, or refers to proprietary technology or information owned or developed by the producing party which has not previously been provided to the opposing party may be designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY."

(B) Any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" shall be used by the receiving Stipulating Party solely in connection with this proceeding and shall not be disclosed to anyone other than:

(i) The Commission and Commission Staff provided the information or document is filed under seal;

(ii) Outside counsel of record for the Stipulating Parties and employees of such, including attorneys, paralegals, secretaries, and clerks to whom it is necessary that the material be shown for purposes of this litigation;

(a) For purposes of this Agreement, Assistant Attorneys General are considered "outside counsel of record" for the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention.

(iii) Actual independent technical experts of the Stipulating Parties who have signed the attached Non-Disclosure Certificate;

(iv) Document contractors, exhibit contractors, and graphic art contractors of the Stipulating Parties to whom it is necessary that the material be shown for purposes of this litigation, and who have signed the attached Non-Disclosure Certificate;

(v) Persons testifying at a hearing or at a deposition to the extent the "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" document or information was authored by or addressed to the person testifying or such person is established as knowledgeable of such information or contents of the document prior to disclosing the information or document; and

(vi) Court reporters.

(C) No person or entity that receives any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," other than Kentucky Power, its agents, successors, or assigns, shall use such information to seek any rate modification or commercial benefit for any person or entity.

(D) In the case of documents that are inspected before copies of those documents are requested or produced, those documents and their contents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" until copies of those documents are provided, at which time the documents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" if so designated.

(E) Nothing in this Agreement shall be construed to restrict the use or disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter; provided, however, that the use or disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter shall be addressed by this Commission at the appropriate time.

(F) The failure of a Stipulating Party to designate information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" in accordance with this Agreement, and the failure to object to such a designation, shall not preclude a Stipulating Party at a later time from subsequently designating or objecting to the designation of such information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY." If material is appropriately designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" after the material was initially produced, then the receiving Stipulating Party, on notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this protective Agreement.

(G) Unless otherwise agreed in writing by the Stipulating Party that produced the documents, within one hundred twenty (120) days after the conclusion of the matter, including all appeals therefrom, all documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," all copies of documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," and all excerpts therefrom in the possession, custody or control of the Stipulating Parties, and their experts, investigators, advisors, or consultants shall be destroyed or returned to counsel for the producing Stipulating Party.

(H) If a receiving Stipulating Party is required to disclose any document or information designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" pursuant to any law, regulation, subpoena, order or rule of any governmental authority, the receiving Stipulating Party shall give advance written notice of at least 10 business days of any such requested disclosure in writing to the counsel of the producing Stipulating Party to

afford that producing Stipulating Party the opportunity to seek legal protection from the disclosure of such information or documents.

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

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

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

7. All Protected Materials shall be maintained by Intervenor in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

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

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

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

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

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

13. Nothing in this Agreement shall preclude Intervenor from requesting that the Commission find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any

Protected Materials as Protected Materials under this Agreement until the Commission issues a finding that such materials should not be designated as Protected Materials and all appeals from such a finding. Neither Kentucky Power nor Intervenor waives its rights to seek additional administrative or judicial remedies following a Commission finding that Protected Materials are not subject to protection.

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 *et seq.* of the Kentucky Rules of Civil Procedure brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that upon any disclosure of any information in violation of this agreement that is determined to be protectable by the Commission, Kentucky Power shall be entitled to seek preliminary and other injunctive relief against such violation without being required to post a bond therefore, in addition to any other rights or remedies which the Company may have in equity, and for which there is no remedy at law.

15. Inadvertent production of documents or other information or data subject to work product immunity or the attorney-client privilege shall not constitute a waiver of the immunity or privilege, provided that the producing party notifies the receiving party in writing of such inadvertent production immediately upon learning of same. Such inadvertently produced

documents, and all copies thereof, shall be returned to the producing party upon request. No use may be made of such documents subsequent to the request to return them.

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

17. This Agreement shall supersede and supplant any previously-executed Non-Disclosure Agreement and Non-Disclosure Certificate in this proceeding.

18. Any ambiguity or inconsistency in the terms of this Agreement shall be resolved in favor of the more strict construction or interpretation of confidentiality.

BY: Kentucky Power Company

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



Counsel



Counsel

3/23/2023

Date

12/2/2022

Date

BY: Mike West by John West
Mike West
(Printed or Type Name)

Title: Deputy Executive Director

Representing: KY OAG

Date: 12/2/2022

BY: Jerry Cook by Robert White
Jerry Cook
(Printed or Type Name)

Title: State Attorney

Representing: KY 0196

Date: 12/2/2022

BY: Angela Frost by John White
Angela Frost
(Printed or Type Name)

Title: Staff Attorney

Representing: KY OAG

Date: 12/21/2022

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

Title: Consumer Complaint Invest.

Representing: Ky OAG

Date: 12/2/22

BY: Noah Will

(Printed or Type Name)

Title: Executive Assistant Secretary

Representing: Attorney General's Office

Date: 12/2/2022

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE CERTIFICATE

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

BY: Stephen J. Baron

STEPHEN J. BARON
(Printed or Type Name)

PRESIDENT, J. KENNEDY AND ASSOCIATES, INC.
Title:

Representing: KYOAG AND KIUC

Date: 12/2/2022

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International. LLC)

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BY: Leah J Wellborn

Leah J Wellborn

(Printed or Type Name)

Title: Manager, Consulting
J. Kennedy and Associates, Inc.

Representing: KY0AG / KINC

Date: 12/2/2022

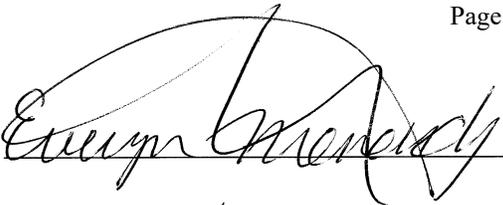
COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With)
Ebon International, LLC) Case No. 2022-00387

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BY: 

Evelyn Menendez
(Printed or Type Name)

Title: Consultant, J Kennedy and Associates, Inc

Representing: KUC IAG

Date: Jan 11, 2023

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE AGREEMENT

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

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in *Electronic Tariff Filing Of Kentucky Power Company For Approval Of A Special Contract With Ebon International, LLC*, Case No. 2022-00387 (“the Proceeding”). Notwithstanding any order terminating the Proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of Intervenor involved in this case including any expert or employee of an expert retained by

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

Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

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

(A) A Stipulating Party may designate Protected Materials used or disclosed in connection with this proceeding as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" and subject to the protections and requirements of this Agreement, if so designated in writing, or orally if at a hearing, pursuant to the terms of this Agreement.

(i) “Stipulating Party” means Kentucky Power and any Intervenor who enters into a Non-Disclosure Agreement in this proceeding.

(ii) Information and documents that a Stipulating Party in good faith believes constitutes, contains, or refers to proprietary technology or information owned or developed by the producing party which has not previously been provided to the opposing party may be designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY."

(B) Any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" shall be used by the receiving Stipulating Party solely in connection with this proceeding and shall not be disclosed to anyone other than:

(i) The Commission and Commission Staff provided the information or document is filed under seal;

(ii) Outside counsel of record for the Stipulating Parties and employees of such, including attorneys, paralegals, secretaries, and clerks to whom it is necessary that the material be shown for purposes of this litigation;

(a) For purposes of this Agreement, Assistant Attorneys General are considered "outside counsel of record" for the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention.

(iii) Actual independent technical experts of the Stipulating Parties who have signed the attached Non-Disclosure Certificate;

(iv) Document contractors, exhibit contractors, and graphic art contractors of the Stipulating Parties to whom it is necessary that the material be shown for purposes of this litigation, and who have signed the attached Non-Disclosure Certificate;

(v) Persons testifying at a hearing or at a deposition to the extent the "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" document or information was authored by or addressed to the person testifying or such person is established as knowledgeable of such information or contents of the document prior to disclosing the information or document; and

(vi) Court reporters.

(C) No person or entity that receives any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," other than Kentucky Power, its agents, successors, or assigns, shall use such information for commercial benefit.

(D) In the case of documents that are inspected before copies of those documents are requested or produced, those documents and their contents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" until copies of those documents are provided, at which time the documents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" if so designated.

(E) Nothing in this Agreement shall be construed to restrict the use or disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter; provided, however, that the use or disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter shall be addressed by this Commission at the appropriate time.

(F) The failure of a Stipulating Party to designate information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" in accordance with this Agreement, and the failure to object to such a designation, shall not preclude a Stipulating Party at a later time from subsequently designating or objecting to the designation of such information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY." If material is appropriately designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" after the material was initially produced, then the receiving Stipulating Party, on notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this protective Agreement.

(G) Unless otherwise agreed in writing by the Stipulating Party that produced the documents, within one hundred twenty (120) days after the conclusion of the matter, including all appeals therefrom, all documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," all copies of documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," and all excerpts therefrom in the possession, custody or control of the Stipulating Parties, and their experts, investigators, advisors, or consultants shall be destroyed or returned to counsel for the producing Stipulating Party.

(H) If a receiving Stipulating Party is required to disclose any document or information designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" pursuant to any law, regulation, subpoena, order or rule of any governmental authority, the receiving Stipulating Party shall give advance written notice of at least 10 business days of any such requested disclosure in writing to the counsel of the producing Stipulating Party to

afford that producing Stipulating Party the opportunity to seek legal protection from the disclosure of such information or documents.

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

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

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

7. All Protected Materials shall be maintained by Intervenor in a secure place.

Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

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

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

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

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

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

13. Nothing in this Agreement shall preclude Intervenor from requesting that the Commission find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any

Protected Materials as Protected Materials under this Agreement until the Commission issues a finding that such materials should not be designated as Protected Materials and all appeals from such a finding. Neither Kentucky Power nor Intervenor waives its rights to seek additional administrative or judicial remedies following a Commission finding that Protected Materials are not subject to protection.

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 *et seq.* of the Kentucky Rules of Civil Procedure brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that upon any disclosure of any information in violation of this agreement that is determined to be protectable by the Commission, Kentucky Power shall be entitled to seek preliminary and other injunctive relief against such violation without being required to post a bond therefore, in addition to any other rights or remedies which the Company may have in equity, and for which there is no remedy at law.

15. Inadvertent production of documents or other information or data subject to work product immunity or the attorney-client privilege shall not constitute a waiver of the immunity or privilege, provided that the producing party notifies the receiving party in writing of such inadvertent production immediately upon learning of same. Such inadvertently produced

documents, and all copies thereof shall be returned to the producing party upon request. No use may be made of such documents subsequent to the request to return them.

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

17.7. This Agreement shall supersede and supplement any previously executed Non-Disclosure Agreement and Non-Disclosure Certificate in this proceeding.

18.8. Any ambiguity or inconsistency in the terms of this Agreement shall be resolved in favor of the more strict construction or interpretation of confidentiality.

BY: Kentucky Power Company



Counsel

BY: Kentucky Industrial Utility
Customers, Inc.



Counsel

3/23/2023

Date

12.2.22

Date

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE CERTIFICATE

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

BY: JJ Kyler Cohn

Jody Kyler Cohn
(Printed or Typed Name)

Title: Counsel

Representing: KIUC

Date: 12.2.22

BY: Michael L. Kurtz

Michael L. Kurtz
(Printed or Typed Name)

Title: Lawyer

Representing: KIUC

Date: 12/2/22

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between the Mountain Association, Kentuckians For The Commonwealth, Appalachian Citizens’ Law Center, Sierra Club, and Kentucky Resources Council, Inc. (collectively, “Intervenor”)¹ and Kentucky Power Company (“Kentucky Power”).

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in *Electronic Tariff Filing Of Kentucky Power Company For Approval Of A Special Contract With Ebon International, LLC*, Case No. 2022-00387 (“the Proceeding”). Notwithstanding any order terminating the Proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of

¹ As used in this Agreement, Intervenor means each of Mountain Association, Kentuckians For The Commonwealth, Appalachian Citizens’ Law Center, Sierra Club, and Kentucky Resources Council, Inc. individually or any combination thereof, and includes any of their Authorized Representatives as defined below.

Intervenor involved in this case including any expert or employee of an expert retained by Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

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

(A) A Stipulating Party may designate Protected Materials used or disclosed in connection with this proceeding as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" and subject to the protections and requirements of this Agreement, if so designated in writing, or orally if at a hearing, pursuant to the terms of this Agreement.

(i) “Stipulating Party” means Kentucky Power and any Intervenor who enters into a Non-Disclosure Agreement in this proceeding.

(ii) Information and documents that a Stipulating Party in good faith believes constitutes, contains, or refers to proprietary technology or information owned or developed by the producing party which has not previously been provided to the opposing party may be designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL’S EYES ONLY."

(B) Any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL’S EYES ONLY" shall be used by the receiving Stipulating Party solely in connection with this proceeding and shall not be disclosed to anyone other than:

(i) The Commission and Commission Staff provided the information or document is filed under seal;

(ii) Outside counsel of record for the Stipulating Parties and employees of such, including attorneys, paralegals, secretaries, and clerks to whom it is necessary that the material be shown for purposes of this litigation;

(a) For purposes of this Agreement, Assistant Attorneys General are considered “outside counsel of record” for the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention.

(iii) Actual independent technical experts of the Stipulating Parties who have signed the attached Non-Disclosure Certificate;

(iv) Document contractors, exhibit contractors, and graphic art contractors of the Stipulating Parties to whom it is necessary that the material be shown for purposes of this litigation, and who have signed the attached Non-Disclosure Certificate;

(v) Persons testifying at a hearing or at a deposition to the extent the "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" document or information was authored by or addressed to the person testifying or such person is established as knowledgeable of such information or contents of the document prior to disclosing the information or document; and

(vi) Court reporters.

(C) No person or entity that receives any information or document designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," other than Kentucky Power, its agents, successors, or assigns, shall use such information to seek any rate modification or commercial benefit for any person or entity.

(D) In the case of documents that are inspected before copies of those documents are requested or produced, those documents and their contents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" until copies of those documents are provided, at which time the documents shall be treated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" if so designated.

(E) Nothing in this Agreement shall be construed to restrict the use or disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter; provided, however, that the use or

disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" information or documents at a hearing in this matter shall be addressed by this Commission at the appropriate time.

(F) The failure of a Stipulating Party to designate information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" in accordance with this Agreement, and the failure to object to such a designation, shall not preclude a Stipulating Party at a later time from subsequently designating or objecting to the designation of such information or documents as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY." If material is appropriately designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" after the material was initially produced, then the receiving Stipulating Party, on notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this protective Agreement.

(G) Unless otherwise agreed in writing by the Stipulating Party that produced the documents, within one hundred twenty (120) days after the conclusion of the matter, including all appeals therefrom, all documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," all copies of documents designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY," and all excerpts therefrom in the possession, custody or control of the Stipulating Parties, and their experts, investigators, advisors, or consultants shall be destroyed or returned to counsel for the producing Stipulating Party.

(H) If a receiving Stipulating Party is required to disclose any document or information designated as "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES

ONLY" pursuant to any law, regulation, subpoena, order or rule of any governmental authority, the receiving Stipulating Party shall give advance written notice of at least 10 business days of any such requested disclosure in writing to the counsel of the producing Stipulating Party to afford that producing Stipulating Party the opportunity to seek legal protection from the disclosure of such information or documents.

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

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

6. Protected Materials shall remain available to Intervenor until an order terminating the Proceedings becomes no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Kentucky Power, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7 of this Agreement. Within such time period, Intervenor, if requested to do so, shall also submit to Kentucky Power an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7 below.

To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

7. All Protected Materials shall be maintained by Intervenor in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

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

Non-Disclosure Certificate shall be provided to Kentucky Power prior to disclosure of any Protected Materials to an Authorized Representative.

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

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

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

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

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

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 *et seq.* of the Kentucky Rules of Civil Procedure brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that upon any disclosure of any information in violation of this agreement that is determined to be protectable by the Commission, Kentucky Power shall be entitled to seek preliminary and other injunctive relief against such violation without being required to post a bond therefore, in addition to any other rights or remedies which the Company may have in equity, and for which there is no remedy at law.

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

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

17. This Agreement shall supersede and supplant any previously-executed Non-Disclosure Agreement and Non-Disclosure Certificate in this proceeding.

18. Any ambiguity or inconsistency in the terms of this Agreement shall be resolved in favor of the more strict construction or interpretation of confidentiality.

BY: Kentucky Power Company

BY: Mountain Association, Kentuckians
For The Commonwealth, Appalachian
Citizens' Law Center, Sierra Club, and
Kentucky Resources Council, Inc.



Counsel

Counsel

3/23/2023

1/12/2023

Date

Date

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With)
Ebon International, LLC) Case No. 2022-00387

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement between Mountain Association, Kentuckians For The Commonwealth, Appalachian Citizens' Law Center, Sierra Club, and Kentucky Resources Council, Inc.; and Kentucky Power Company in the above-captioned proceeding, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, including Critical Energy Infrastructure Information ("CEII") subject to the provisions of 18 C.F.R. § 388.113 (2012) (all information designated CEII shall be treated in accordance with the requirements thereof), along with any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Non-Disclosure Agreement, and will be used only for the purposes of this proceeding.



BY: _____

Tom FitzGerald
(Printed or Type Name)

Title: Counsel

Representing: Joint Intervenors

Date: 3/23/23

BY: Ashley Wilmes

Ashley Wilmes

(Printed or Type Name)

Title: Executive Director

Representing: Joint Intervenors

Date: 3/21/23

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With)
Ebon International, LLC) Case No. 2022-00387

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BY:  _____

Hema Lochan
(Printed or Type Name)

Title: Associate Attorney, Earthjustice

Representing: Joint Intervenors

Date: 12/22/22

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With)
Ebon International, LLC) Case No. 2022-00387

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BY:  _____

Thomas Cmar

(Printed or Type Name)

Title: Senior Attorney, Earthjustice_____

Representing: Joint Intervenors_____

Date: 12/22/22_____

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

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE CERTIFICATE

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BY: Chelsea Hotaling

Chelsea Hotaling
(Printed or Type Name)

Title: Consultant

Representing: EFG, Consultants to Joint Intervenor

Date: 1/9/2023

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

In the Matter of:

Electronic Tariff Filing Of Kentucky Power)
Company For Approval Of A Special Contract With) Case No. 2022-00387
Ebon International, LLC)

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement between Mountain Association, Kentuckians For The Commonwealth, Appalachian Citizens' Law Center, Sierra Club, and Kentucky Resources Council, Inc.; and Kentucky Power Company in the above-captioned proceeding, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, including Critical Energy Infrastructure Information ("CEII") subject to the provisions of 18 C.F.R. § 388.113 (2012) (all information designated CEII shall be treated in accordance with the requirements thereof), along with any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Non-Disclosure Agreement, and will be used only for the purposes of this proceeding.

BY: Stacy L Sherwood

Stacy L. Sherwood

(Printed or Type Name)

Title: Managing Consultant

Representing: EFG, Consultants to Joint Intervenor

Date: January 9, 2023