

**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 Under)	
Its Economic Development Rider And Demand)	Case No. 2022-00424
Response Service Tariffs With Cyber Innovation)	
Group, LLC)	

Kentucky Power Company’s Notice of Filing of EDR Contract Addendum

Kentucky Power Company hereby gives notice of the filing of the Addendum to Contract for Electric Service Between Kentucky Power Company and Cyber Innovation Group, LLC, dated August 3, 2023 (“Addendum”). Generally, the Addendum has the effect of incorporating into the EDR Contract certain provisions requiring Cyber Innovation to provide annual security in the amount of the estimated EDR discounts to be received under the EDR contract. The Addendum is attached to this notice of filing.

To the extent such a request is necessary, Kentucky Power respectfully requests that the Commission approve the terms of the Addendum for the same reasons supporting the Company’s request to approve the EDR Contract herein.

Respectfully submitted,



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COUNSEL FOR KENTUCKY POWER
COMPANY

**ADDENDUM TO
CONTRACT FOR
ELECTRIC SERVICE
BETWEEN KENTUCKY POWER COMPANY
AND CYBER INNOVATION GROUP, LLC**

This Addendum to the Contract for Electric Service (“Contract”) is entered into by and between Kentucky Power Company, a Kentucky corporation (the “Company”), and Cyber Innovation Group, LLC, a Delaware limited liability company (the “Customer”), dated November 8, 2022, and shall be effective on the date this Addendum is last signed (“Addendum”).

RECITAL

During the Company’s pursuit of approval of this Contract pursuant to Article 7, the Company and Customer have determined that additional contract terms would be useful to establish additional security requirements that the Company deems prudent, to establish more clear parity with certain provisions of the Company’s Tariff E.D.R., and to gain Commission approval of the Contract.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and subject to the terms and conditions herein contained, the Company and the Customer agree as set forth below.

ADDITIONAL TERMS TO CONTRACT

The following additional sections shall be added to Article 5 (Effective Date and Term of Contract) of the Contract and integrated therein:

“5.3 The customer may discontinue service under this Contract before the end of the contract or agreement addendum only by reimbursing the Company for any and all demand reductions received under this Contract when billed at the applicable tariff schedule rate.”

“5.4 If the Customer’s service is discontinued for any reason under this Contract prior to its full term, as amended by any subsequent agreements or addenda, the Customer agrees to reimburse the Company for all demand reduction credits the Customer received under this Contract. In order to secure repayment of the estimated demand reduction credits received during the Contract term, the Customer agrees to post an annual security (cash, surety bond or letter of credit) in the amount of the total demand reduction credits received and estimated to be received, as demonstrated in Table 1 below. Security shall be posted no later than 30 calendar days prior to the beginning of the new Contract year. Failure to timely post security will result in the total estimated security amount (the total security amount required per year beginning in Contract year six) being required for the remainder of the Contract term. Failure to post security within 30 days after the beginning of the new Contract year will be deemed a default under this Contract and the Company shall be entitled to pursue all remedies available under this Contract and under Kentucky law. After the end of the Contract term, including any extensions, and if Customer has not defaulted, security will be released to Customer. Contract year one shall begin on the Effective Date, and a new Contract year shall begin on that date each year thereafter.

Table 1		
Contract Year(s)	Yearly additional security amount required*	Total security required per year*
1	\$847,980	\$847,980
2	\$685,440	\$1,533,420
3	\$519,901	\$2,053,321
4	\$350,869	\$2,404,190
5	\$177,783	\$2,581,973
6 – 10	\$0	\$2,581,973

*The amounts in Table 1 are estimated. Each amount may be adjusted yearly to reflect the actual demand reduction credits already received or estimated to be received.”

The Company and Customer agree that all other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Contract to be duly executed the day and year last written below.

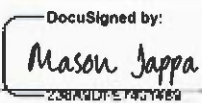
KENTUCKY POWER COMPANY

By 
 Brian K. West

Title VP, Regulatory & Finance

Date 8/3/23

CYBER INNOVATION GROUP, LLC

By 

Title CEO

Date 8/3/2023