DATA REQUEST

AG 1_1 Please provide all supporting workpapers used to develop the "Summary of Incremental Costs and Revenues" attached to the contract filing at Attachment 3. Include all Excel workbooks/spreadsheets, with formulas used to develop each of the items in the summary. Also provide a narrative explaining the methodology and the underlying assumptions made by the Company for each of the investment, expense and revenue amounts included in the analysis. These workpapers should include, but not be limited to, the following:

a. The assumed on and off-peak kWh usage of the Cyber Innovation Group, LLC ("Cyber") load by month each year of the 10-year contract.
b. The workpapers supporting the DA-LMP price of 0.04065/kWh. Show all calculations used to develop this price. Please provide the hourly load shape assumed by the Company for the full Cyber load together with the hourly LMPs by month used to develop the DA-LMP price.
c. An explanation for the methodology used to develop the distribution marginal costs, together with all calculations and assumptions. This should include the basis for the levelized carrying cost of 10.55%.
d. The expected kW load, by month, during the on peak period, for each year of the contract. Include both the load subject to interruption and the firm load, separately stated.
e. Provide the workpapers used to develop the PJM LSE transmission charges for each year of the contract. Identify each such charge included in the $810,938 amount shown on line 9 of the marginal cost analysis. Also provide a narrative explaining how the Company developed its 10-year projection of transmission costs for KPCo, as used in this analysis.
f. Please provide a narrative explaining why there are no generation capacity costs associated with the load associated with Cyber.
g. Please provide the workpapers used to calculate the "Incremental Revenue" shown on line 11 of the marginal cost analysis. Please explain whether this incremental revenue is the forecasted levelized revenue that will be produced by Cyber under the contract or some other amount?

RESPONSE

On January 10, 2023 the Company filed an errata to Attachment 3. Please see KPCO_R_KPSC_1_1_PublicAttachment1 for the supporting calculations to the errata to Attachment 3.

The Company's marginal cost study considers four incremental costs:

Energy – additional cost for the Customer's energy consumption.

Distribution –additional costs not reimbursed by the EDR customer to integrate the Customer into the Company's distribution system, except for metering which the Company bears the costs pursuant to 807 KAR 5:041, Section 10(1).

Transmission – additional cost to Kentucky Power's Network Integration Transmission Service ("NITS") expense for the Customer's projected MW.

Generation capacity – The Company will replace only a portion of the Rockport Unit Power Agreement capacity upon its expiration.

The Company plans to make bilateral purchases for the PJM 2022-2023 (for the stub period) and 2023-2024 planning years to meet the capacity needs of the Company's customers, including new customers, during times when excess capacity may not exist. Between December 8, 2022 and May 31, 2023 (which is the "stub period" after the Rockport UPA expires where Kentucky Power will continue to purchase needed excess capacity from Kentucky Power's AEP affiliates until the end of the 2022-2023 PJM planning year), capacity purchased will cost less than that provided under the Rockport UPA at the time the contract was negotiated. Thus, the Company would not incur any additional incremental costs to purchase capacity otherwise provided by Rockport through at least May 31, 2024. Please see KPCO_R_KPSC_1_1_PublicAttachment1, tab "5CP and G Cost" which demonstrates this.

Furthermore, the Company must secure capacity to serve all of its customers after the expiration of the Rockport UPA, not just Cyber Innovation. Capacity costs are not assigned to individual customers and are recovered through Tariff P.P.A.

Nonetheless, please see KPCO_R_KPSC_1_1_PublicAttachment1 which provides the marginal cost study with and without generating capacity costs.

a. Please see KPCO_R_KPSC_1_1_PublicAttachment1, tab "Rev."

b. See the Company's response to KPSC 1-4(a).

c. Please see KPCO_R_KPSC_1_1_PublicAttachment1, tab "CC" for the requested calculations.

d.

Year	Expected Load (kW)	Firm Load (kW)	Interruptible Load (kW)
1	7,000	1,000	6,000
2	7,000	1,000	6,000
3	7,000	1,000	6,000
4	7,000	1,000	6,000
5	7,000	1,000	6,000
6	7,000	1,000	6,000
7	7,000	1,000	6,000
8	7,000	1,000	6,000
9	7,000	1,000	6,000
10	7,000	1,000	6,000

e. On January 10, 2023 the Company filed an errata to Attachment 3. Nonetheless, please see the Company's introduction to this response and KPCO_R_KPSC_1_1_PublicAttachment1, "Transmission" tab for the requested information.

f. Please see the Company's response to KPSC 1-4(c) and KPCO_R_KPSC_1_1_PublicAttachment1, "5 CP & G" tab.

g. On January 10, 2023 the Company filed an errata to Attachment 3. Nonetheless, please see KPCO_R_KPSC_1_1_PublicAttachment1 for the requested calculations. Additionally, the Company understands the question to be referring to line 12 of the marginal cost analysis (Attachment 3).

Witness: Lerah M. Kahn

DATA REQUEST

AG 1_2 Please provide, in Excel, the most recent version of AEP's Fundamental Forecast. To the extent that the Company has hourly LMP projections that support the Fundamental Forecast (or as part of the forecast), please provide the hourly LMP projections that are available in an Excel workbook, with formulas.

RESPONSE

Please see KPCO_R_AG_1_2_Attachment1 for the Company's most recent Fundamental Forecast which was completed on October 13, 2022.

The Company does not have hourly LMP projections.

Witness: Brian K. West

Kentucky Power Company
KPSC Case No. 2022-00424
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Dated January 13, 2023

DATA REQUEST

AG 1_3 With regard to the recent bankruptcy filing of the cryptocurrency exchange FTX, please provide the following:

a. Any written communication from Cyber to Kentucky Power indicating any change in Cyber's Kentucky project plans as a result of the FTX bankruptcy.
b. Any notes, memoranda or other writings in the possession of KPCo and/or AEP documenting any oral communication with representatives of Cyber regarding any change in Cyber's Kentucky project plans as a result of the FTX bankruptcy.
c. Any notes, memoranda or other writings in the possession of KPCo and/or AEP regarding the potential impact of the FTX bankruptcy on the Cyber project.

RESPONSE

a. There is no written communication from Cyber Innovation to Kentucky Power indicating any change in Cyber Innovation's Kentucky project plans as a result of the FTX bankruptcy.

b. Kentucky Power does not have in its possession any such documents either directly or through any of its affiliates.

c. Kentucky Power does not have in its possession any such documents either directly or through any of its affiliates.

Witness: Amanda C. Clark

Kentucky Power Company
KPSC Case No. 2022-00424
Attorney General's First Set of Data Requests
Dated January 13, 2023

DATA REQUEST

AG 1_4 See Letter of November 16, 2022 submitted with the tariff filing at page 3. Provide all available support for the statement that, "the provision of Tariff E.D.R. reducing credits in the event capacity purchases are required to serve the E.D.R. customer are inapplicable because the Company will not be purchasing excess capacity solely to serve Cyber Innovation."

RESPONSE

The Company must secure capacity to serve all of its customers after the expiration of the Rockport UPA, not just Cyber Innovation. Capacity costs are not assigned to individual customers and are recovered through Tariff P.P.A. Additionally, the Company plans to make bilateral purchases for the PJM 2022/23 (for the stub period) and 2023/24 Planning Years to meet the capacity needs of its customers, including new customers, during times when excess capacity may not exist. Between December 8, 2022 and May 31, 2023 (which is the "stub period" after the Rockport UPA expires where Kentucky Power will continue to purchase needed excess capacity from Kentucky Power's AEP affiliates until the end of the 2022/23 PJM Planning Year), capacity purchased will cost less than that provided under the Rockport UPA at the time the contract was negotiated. Thus, the Company would not incur any additional incremental costs to purchase capacity otherwise provided by Rockport through at least May 31, 2024. Please also see the Company's response to KPSC 1-5 and AG1-8.

Witness: Brian K. West

DATA REQUEST

AG 1_5 Identify the amount of capacity the Company will be required to purchase to serve the Cyber load.

RESPONSE

Please see the Company's response to AG 1-4. Nonetheless, Cyber Innovation has designated 1 MW as its Firm Capacity Reservation. The Forecasted Pool Requirement for Delivery Year 2023/2024 in PJM is 9.30%. Therefore, the total load obligation would be 1.093 MW including reserves for that Delivery Year. Details of PJM's installed reserve margin requirement can be found on PJM's website via
the below link:

https://www.pjm.com/-/media/committeesgroups/
subcommittees/raas/2022/20220930/2022-pjm-reserve-requirement-study-report--
-draft.ashx

Witness: Brian K. West

DATA REQUEST

AG 1_6 See Letter of November 16, 2022 submitted with the tariff filing at page 3. Provide a copy of all documentation related to the discussion referenced in the statement, "[i]n the event that the Company incurs incremental costs to purchase additional capacity to serve Cyber Innovation over the course of the Contract term, the Company has discussed the specific provision regarding the reduction of the IBDD with Cyber Innovation." Additionally, provide a narrative identifying what the Company communicated to Cyber regarding the specific provision, Cyber's response, and the decision or statement of intention related to that issue.

RESPONSE

The Company first had these discussions with Cyber Innovation at the time the parties entered into the EDR contract for the Long Fork facility. As part of that contract, the Company included a Third Addendum to Contract for Electrical Service, which explicitly called attention to that particular provision within the tariff. Cyber Innovation signed this Third Addendum after participating in a conference call with the Company where it was discussed on February 18, 2022.

A similar written memorialization of the parties' understanding and agreement regarding that particular Tariff EDR provision was included as Section 4.9 of the Rockhouse EDR contract. The Company and Cyber Innovation also had verbal conversations where that contract provision was discussed. The Company also explained that the "worst case" could be a total reduction of EDR credits so that the customer would pay full tariff rates for that month.[1]

Witness: Brian K. West

[1] The Company maintains its interpretation of this provision of Tariff EDR (*see* the Company's response to AG 1-8(b)).

DATA REQUEST

AG 1_7 Please provide the marginal capacity cost to serve the Cyber load. Provide all supporting workpapers, in Excel, for the analysis.

RESPONSE

Please see the Company's response to KPSC 1-4(c), as to its position that there will not be marginal capacity costs to serve Cyber Innovation's firm load. Nonetheless please also see KPCO_R_KPSC_1_1_PublicAttachment1 which provides the marginal cost study with and without generating capacity costs.

Witness: Lerah M. Kahn

DATA REQUEST

AG 1_8 See Letter of November 16, 2022 submitted with the tariff filing at page 3, which states:

> For these reasons, Kentucky Power believes that Finding 5 is satisfied in all material respects. The Company respectfully requests, given the novel situation presented by the expiration of the Rockport UPA, that the Commission confirm Kentucky Power's interpretation of Finding Number 5 of the Administrative Case No. 327, the provisions of Tariff E.D.R., and the Company's application of the same to the Contract. To the extent the Commission does not confirm the Company's interpretation, the Company respectfully requests a deviation from Finding 5 in order to effectuate the ultimate purpose of Tariff E.D.R. and encourage economic development through such contracts in the Company's service territory.

See also Footnote 8, which states:

> The Commission previously granted any required deviation, or confirmed Kentucky Power's interpretation by approving a similar EDR contracts between the Company and Cyber Innovation Group LLC, effective March 31, 2022 and Discover AI LLC, effective June 10, 2022.

a. Identify the PSC Order granting deviation and/or "confirming Kentucky Power's interpretation" related to the two referenced contracts.

b. Identify what Kentucky Power interprets to be the "material" aspect of Finding 5 of Administrative Order 327 that has been satisfied.

RESPONSE

a. The Company submitted two EDR contracts for the Commission's approval through the Commission's Tariff Filing System (TFS2022-73 and TFS2022-249) prior to this contract being submitted. Within the transmittal letters accompanying those filings, the

Company included the same request for the Commission to either “confirm Kentucky Power’s interpretation of Finding Number 5 of the Administrative Case No. 327, the provisions of Tariff EDR, and the Company’s application of the same to the Contract” or to grant “a deviation from Finding 5 in order to effectuate the ultimate purpose of Tariff EDR and encourage economic development through such contracts in the Company’s service territory.”

The Commission approved both of those contracts, which became effective March 31, 2022 and June 10, 2022, respectively. The Company understood the Commission’s approval of the contracts as either confirming the Company’s interpretation of Finding Number 5, or granting any required deviation, as the EDR contracts would not have been approved otherwise.

b. Administrative Finding No. 5 states that EDRs should only be offered during periods of excess capacity. After the expiration of the Rockport UPA in December 2022, Kentucky Power became capacity-short and will rely on market purchases for its capacity needs thereafter. However, Kentucky Power’s Tariff EDR contains a provision that states:

> (1) The Company will offer the EDR to qualifying customers with new or increased load when the Company has sufficient generating capacity available. When sufficient generating capacity is not available, the Company will procure the additional capacity on the customer’s behalf. The cost of capacity procured on behalf of the customer shall reduce on a dollar-for-dollar basis the customer’s IBDD and SBDD. Such reduction shall be capped so that the customer’s maximum demand charge shall be the nondiscounted tariff demand charge. The reduction will be applied in reverse chronological order beginning with the most recent customer to receive discounted service under this tariff. The last customer to sign up for the EDR tariff would be the first customer responsible for paying the cost of incremental capacity purchases. In any year during the discount period in which the customer pays the full tariff demand charge for all twelve months, the Company will reduce the term of the contract by one year.

Thus, Kentucky Power is permitted to offer EDR contracts to customers even when it is capacity-short.

In instances when sufficient generating capacity is not available, the Company will procure the additional capacity to serve the customer on the customer’s behalf. In that instance, the customer's EDR discount(s) will be reduced commensurately with the cost of the capacity procured. As stated in the November 16, 2022 cover letter, because of the expiration of the Rockport UPA in December 2022, the Company is required to purchase excess capacity to serve all customers, not just Cyber Innovation. Thus, the provision of Tariff EDR reducing credits in the event capacity purchases are required to serve the EDR customer are inapplicable because the Company will not be purchasing excess capacity solely to serve Cyber Innovation. Moreover, Cyber Innovation has designated 1,000 kW of Firm Capacity beginning in year one of the Contract, while the remaining 6,000 kW of Cyber Innovation's load remains interruptible under Rider D.R.S. Thus, only 1,000 kW of the Cyber Innovation load will be counted toward the Company's PJM capacity requirements; little additional capacity would need to be purchased to serve Cyber Innovation.

Witness: Brian K. West

DATA REQUEST

AG 1_9 See Contract at page 1, which states:

> Customer currently is constructing an asset and data center facility located at 379 Rockhouse Fork, Hatfield, Kentucky, in Pike County ("Rockhouse Facility"). The anticipated load of the Rockhouse Facility is approximately 7,000 kW. The anticipated operation date of the Rockhouse Facility is June 2022 (ramping up through January 2023).

See also Contract at page 2, which states:

> Customer anticipates that its monthly maximum billing demand will equal or exceed 7,000 kW by January 2023 when the Rockhouse Facility is placed in operation.

a. Identify whether construction has been completed on the facility and whether it is currently operating given that we are now in January 2023.

b. If the facility is currently operating, what is the current rate being paid by Cyber and what is its current demand?

RESPONSE

a. The customer has completed sufficient construction to start operation and is currently operating at less than full capacity. Some additional construction by the customer such as adding a new transformer, connecting electrical and communication lines as well as setting new trailers to house new mining equipment, will be needed for the customer to reach a full capacity of 7,000 kW.

b. Please see KPCO_R_AG_1_9_PublicAttachment1 for the requested information.

Witness: Brian K. West

The document is redacted in its entirety.

Kentucky Power Company
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Dated January 13, 2023

DATA REQUEST

AG 1_10 See Contract at page 1, which states:

> Customer plans to invest approximately $3.5 million in the Customer’s Rockhouse Facility during Phase II. Customer projects it will create approximately 10 fulltime employee positions when Customer’s Rockhouse Facility is placed in operation.

a. Precisely identify the amount of investment that has been made in the facility to date.

b. Identify the number of fulltime employees of the facility and their salary.

c. Precisely identify what types of equipment and resources will be purchased which will result in the $3.5 million investment.

RESPONSE

a. See the Company’s response to KPSC 1-2(a).

b. Please see KPCO_R_AG_1_10_PublicAttachment1 for a list of Cyber Innovation's full-time employees and their salaries. See also the Company's response to KPSC 1-3.

c. Please see the Company’s response to KPSC 1-2(a). Kentucky Power is not involved in the business operation of the customer and cannot speak to its plans for equipment purchases. Nonetheless, Cyber Innovation has informed Kentucky Power that it is a hosting company for miners and does not purchase mining equipment.

See the Company’s response to KPSC 1-2, and JI 1-3.

Witness: Amanda C. Clark

First name	Last name	Title	Compensation value	Compensation time period
		Director of Business Development	$ [redacted]	[redacted]
		Project Development Manager	$ [redacted]	[redacted]
		Lead Mining Technician	$ [redacted]	[redacted]
		Mining Technician	$ [redacted]	[redacted]
		Mining Technician	$ [redacted]	[redacted]
		Mining Technician	$ [redacted]	[redacted]
		Mining Technician	$ [redacted]	[redacted]
		Mining Technician	$ [redacted]	[redacted]
		Mining Tech	$ [redacted]	[redacted]
		Mining Tech	$ [redacted]	[redacted]
		Jr. Mining Technician	$ [redacted]	[redacted]

DATA REQUEST

AG 1_11 See Contract at page 5:

> The Customer will provide any substation and transformation equipment and other facilities including real property required to take delivery of the electric service to be provided by the Company under this Contract at the voltage and at the Delivery Point designated herein.

a. Describe what equipment Cyber has constructed to date.

b. Confirm that Kentucky Power has expended no funds related to substations or transformative equipment.

c. Confirm that Cyber has not leased or purchased substations or transformative equipment from Kentucky Power.

RESPONSE

a. The customer utilizes a 69 kV to 12 kV station previously used by a coal company. The customer then added transformer equipment to step down voltage from 12 kV to 480 V, as well as installed wire/cable and other infrastructure to power trailers housing their mining equipment.

b. Confirmed.

c. Confirmed.

Witness: Amanda C. Clark

DATA REQUEST

AG 1_12 As described above, the contract represents that the customer projects the facility will create 10 jobs. However, in its Application for Economic Development Rider Discount at Attachment 2 to the tariff filing, Cyber represents that the new load will result in, “5 new hires.” Explain this inconsistency.

RESPONSE

Please see the Company's response to KPSC 1-3(a).

Witness: Amanda C. Clark

Kentucky Power Company
KPSC Case No. 2022-00424
Attorney General's First Set of Data Requests
Dated January 13, 2023

DATA REQUEST

AG 1_13 See Letter of November 16, 2022 submitted with the tariff filing at footnote 8, referencing a previous contract with Cyber.

a. Describe Cyber's other operations in Kentucky. Specifically, are those limited to the 20 MW facility at Long Run?

b. The Application for Economic Development Rider Discount at page 3, "Cyber Innovation Group arrived in Eastern KY in late 2021 and has since provided more than 10 direct roles and up to 50 indirect roles. To date, we have made total capital investment in the area greater than $7,000,000 prior to this application."

i. Identify the job title, job description, and salary for each of the 10 referenced jobs.

ii. Precisely identify the expenditures that have been made representing the $7,000,000 in capital investment.

c. Provide the monthly demand for the Long Run facility since it began operation.

RESPONSE

a. Cyber Innovation's only other operation within Kentucky Power's service territory is the 20 MW (contract capacity) Long Fork facility.

b. i. Please see Company response to AG 1-10(b)
ii. Please see Company response to AG 1-10(c)

c. The Company objects to this request on the basis that it seeks information that is neither relevant to this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. The EDR contract for Cyber Innovation's Long Fork facility has already been approved by the Commission and is not at issue in this proceeding.

Witness: Amanda C. Clark (parts a and b)

Respondent: Counsel (part c)

DATA REQUEST

AG 1_14 Please provide the following information regarding Kentucky Power's FRR unforced capacity obligation, upon the closing of the sale to Liberty. To the extent that the response will be different depending on whether Kentucky Power operates pursuant to the Bridge PCA, please provide the response for the period under the Bridge PCA and without the Bridge PCA.

a. How will Kentucky Power's FRR unforced capacity obligation be determined (for example, will Kentucky Power be allocated a share of the zonal weather normalized peak load of the AEP Zone based on a 5 CP demand allocation (PJM 5 highest summer peaks)? Provide an illustration of how this will be calculated.

b. Please confirm the Cyber interruptible load will not be eligible to participate in any PJM demand response capacity program. If this cannot be unequivocally confirmed, please provide a complete explanation for your response.

c. Please confirm that Kentucky Power plans to interrupt the Cyber interruptible load so that it will not be included in Kentucky Power's 5 CP allocation of the zonal weather normalized peak load, and therefore will not be included in Kentucky Power's FRR unforced capacity obligation. If this cannot be unequivocally confirmed, please provide a complete explanation for your response.

d. Assuming that the response to Part(c) above is confirmed, please confirm that in order to exclude the Cyber interruptible load from Kentucky Power's 5 CP (PJM 5 highest summer peaks) demands, Kentucky Power would have to insure that it will always be able to call for an interruption in these 5 hours and that Cyber will always reduce its load to only 1 MW.

e. To the extent that Cyber fails to fully reduce its load during a discretionary interruption event, will Cyber pay an event failure charge to fully compensate Kentucky Power and its other customers for the PJM FRR Commitment Insufficiency Charge, which is equal to two times the Cost of New Entry ($/MW-Year) in the zone times the shortage of unforced capacity resources in meeting the obligation?

RESPONSE

a. Kentucky Power's Capacity obligation will continue to be calculated in alignment with PJM requirements based on its 5CP load contributions and the applicable reserve margin regardless of ownership.

b. Confirmed. One cannot double count a demand response resource on both the demand side and resource side of the equation.

c. The Company's customers choose whether to participate in Rider DRS, and the Company interrupts those customers when necessary as permitted by the terms of the Rider. It is also true that those customers' interruptible load is not included in the Company's peak load for purposes of establishing its FRR capacity obligation, which also reduces costs for all retail customers. Notwithstanding, confirmed. See also the Company's response to AG 1-15.

d. Confirmed.

e. The Company does not expect to have insufficient resources to meet its FRR capacity obligation. If Cyber Innovation were to not fully interrupt during the 5CP hours the Company would have to account for that additional capacity obligation (assuming all other loads/things equal) in the subsequent delivery year. The Company would receive a PJM FRR Commitment Insufficiency Charge if it were to submit an FRR plan for an upcoming delivery year that did not include sufficient resources to cover its capacity obligation. The Company can avoid such a charge by submitting/committing adequate resources in its FRR plan. There is not a direct correlation between a missed interruption and incurring a FRR Commitment Insufficiency Charge.

Witness: Brian K. West

Kentucky Power Company
KPSC Case No. 2022-00424
Attorney General's First Set of Data Requests
Dated January 13, 2023

DATA REQUEST

AG 1_15 Is it the Company's intention to interrupt participating customers so that the customer's contractual interruptible load is not included in the summer peak load of Kentucky Power as reported to PJM for purposes of establishing Kentucky Power's FRR capacity obligation? If this is not correct, please provide an explanation.

RESPONSE

The Company's customers choose whether to participate in Rider DRS, and the Company interrupts those customers when necessary as permitted by the terms of the Rider. It is also true that those customers' interruptible load is not included in the Company's peak load for purposes of establishing its FRR capacity obligation, which also reduces costs for all retail customers. Notwithstanding, correct. See also the Company's response to AG 1-17.

Witness: Brian K. West

Kentucky Power Company
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Dated January 13, 2023

DATA REQUEST

AG 1_16 Please provide the average monthly on peak and off peak LMPs at the AEP-Dayton hub for the most recent 12 months.

RESPONSE

The requested information is publicly available at https://dataminer2.pjm.com/list.

Witness: Brian K. West

DATA REQUEST

AG 1_17 Will the Company reflect the Cyber interruptible load as a demand response resource in its FRR capacity plan?

RESPONSE

No. Per the terms of the contract the Customer's interruptible load will be used to peak shave the PJM 5CP hours. As such, the interruptible load is not counted when determining the Company's FRR capacity obligation.

Witness: Brian K. West

Kentucky Power Company
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DATA REQUEST

AG 1_18 The Addendum to the Contract allows for 60 hours of discretionary interruption. If Cyber fails to curtail, are the remaining customers held harmless? Please explain and provide the analysis if such an analysis exists.

RESPONSE

The current Commission-approved Rider D.R.S provides for a payback of the discount achieved under the rider by the participating customer if they were to fail to curtail.

Witness: Brian K. West

Kentucky Power Company
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Dated January 13, 2023

DATA REQUEST

AG 1_19 With regard to the PJM transmission charges which provide the basis for those charges in the Summary of EDR Incremental Costs and Revenue, please provide the following, in Excel:

a. The total dollars paid, or expected to be paid, in 2022 for each PJM transmission charge allocated to Kentucky Power pursuant to the AEP East Transmission Agreement (e.g., NITS charge)

b. The rate/kW or rate/kWh, as applicable for the charge, associated with the amounts in Part (a) above.

c. The billing determinants of Kentucky Power, pursuant to the AEP East Transmission Agreement, that were used to determine the amounts in Part(a) and the rates in Part (b).

RESPONSE

a.-c. See KPCO_R_AG_1_19_PublicAttachment1 for the requested information.

Witness: Brian K. West

Kentucky Power Company
KPSC Case No. 2022-00424
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Dated January 13, 2023

DATA REQUEST

AG 1_20 Please provide the same information as requested in the previous question for 2023.

RESPONSE

See KPCO_R_AG_1_20_PublicAttachment1 for the requested information.

Witness: Brian K. West

DATA REQUEST

AG 1_21 Please provide any available forecasts, in Excel, of Kentucky Power's expected transmission charges for the next 10 years, by year, by type of charge (e.g., NITS, etc.).

RESPONSE

A forecast of Kentucky Power's transmission expenses is not available beyond 2023. See the Company's response to AG 1-20 for 2023 transmission expenses.

Witness: Brian K. West

Kentucky Power Company
KPSC Case No. 2022-00424
Attorney General's First Set of Data Requests
Dated January 13, 2023

DATA REQUEST

AG 1_22 Please identify each investment and material expenditures (in the aggregate), by year, known to Kentucky Power, that it will incur during the first 5 years of the Cyber contract. Provide each amount by year together with a description of the activity or project.

RESPONSE

The Company objects to this request on the basis that it seeks information that is neither relevant to this proceeding nor reasonably calculated to lead to the discovery of admissible evidence and because the request is overly broad and unduly burdensome.

Respondent: Counsel

Kentucky Power Company
KPSC Case No. 2022-00424
Attorney General's First Set of Data Requests
Dated January 13, 2023

DATA REQUEST

AG 1_23 Please provide the following:

a. Kentucky Power's most recent load and energy forecast for at least the next 10 years. State whether this load and energy forecast includes or excludes any Cyber load.
b. A load and capability schedule for the next 10 years, by PJM delivery year, showing Kentucky Power's FRR capacity obligation and each generation resource available to Kentucky Power to meet the obligation. Show separately, resources currently available to Kentucky Power, purchases pursuant to the Bridge PCA and other capacity purchases required to meet the FRR capacity obligation. State whether this load and capability schedule includes or excludes any Cyber load.

RESPONSE

a. See KPCO_R_AG_1_23_Attachment1 for the requested information. Cyber Innovation's load is included.

b. See KPCO_R_AG_1_23_Attachment2 for the requested information. Cyber Innovation's load is excluded.

Witness: Brian K. West

Kentucky Power Company
Annual Internal Load
2023-2034

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Internal Energy (GWH)												
Residential	1,959	1,929	1,909	1,890	1,873	1,862	1,848	1,832	1,821	1,810	1,800	1,791
Commercial	1,460	1,897	1,894	1,890	1,884	1,881	1,877	1,873	1,869	1,865	1,862	1,859
Total Industrial	2,076	2,072	2,062	2,052	2,042	2,037	2,035	2,034	2,034	2,031	2,028	2,026
Total Other Ultimate	9	9	9	9	9	9	9	9	9	9	9	9
Total Ultimate Sales	5,504	5,908	5,875	5,842	5,809	5,790	5,770	5,749	5,733	5,716	5,699	5,685
Other Sales-for-Resale	78	77	33	0	0	0	0	0	0	0	0	0
Total Sales-for-Resale	78	77	33	0	0	0	0	0	0	0	0	0
Total Internal Sales	5,581	5,985	5,907	5,842	5,809	5,790	5,770	5,749	5,733	5,716	5,699	5,685
Total Losses	412	463	503	457	459	452	453	451	449	448	446	445
Total Internal Energy	5,994	6,448	6,410	6,298	6,268	6,242	6,223	6,200	6,182	6,164	6,145	6,130
Internal Peak Demand (MW)												
Summer	1,011	1,092	1,089	1,069	1,065	1,059	1,056	1,053	1,050	1,046	1,046	1,042
Preceding Winter	1,282	1,342	1,336	1,309	1,301	1,289	1,285	1,277	1,271	1,261	1,260	1,253

Kentucky Power Company
Forecasted Capacity Position (MWs)

Description	Installed Capacity	Retirement Assumption	Post 12/7/22 DY 22/23	DY 23/24	DY 24/25	DY 25/26	DY 26/27	DY 27/28	DY 28/29	DY 29/30	DY 30/31	DY 31/32
Big Sandy 1	295.4	2031*	284.5	286.8	285.8	285.8	285.8	285.8	285.8	285.8	285.8	285.8
Mitchell 1	385.0	2028**	214.5	291.9	301.7	301.7	301.7	301.7	-	-	-	-
Mitchell 2	395.1	2028**	354.6	356.6	350.1	350.1	350.1	350.1	-	-	-	-
Short Term Market Purchase	N/A	N/A	152.4	70.2	80.0	57.6	59.0	101.2	-	-	-	-
TBD IRP Update Driven Solution	TBD	TBD	-	-	-	-	-	-	746.7	744.3	740.8	737.9
Demand Response	N/A	N/A	8.4	9.3	9.3	7.1	7.1	7.1	7.1	7.1	7.1	7.1
Estimated Available Capacity			**1,014.4**	**1,014.8**	**1,026.9**	**1,002.3**	**1,003.7**	**1,045.9**	**1,039.6**	**1,037.2**	**1,033.7**	**1,030.8**
Estimated Load Obligation			**1,014.4**	**1,014.8**	**1,019.6**	**1,002.3**	**1,003.7**	**1,045.9**	**1,039.6**	**1,037.2**	**1,033.7**	**1,030.8**
Estimated Position			**-**	**-**	**7.3**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

*assumes life extension thru 2032
** assumes availability through 5/31/2028

VERIFICATION

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

Lerah Kahn

Lerah M. Kahn

Commonwealth of Kentucky	)	
	)	Case No. 2022-00424
County of Boyd	)	

Subscribed and sworn before me, a Notary Public, by Lerah M. Kahn this 24th day of January, 2023.

Scott E. Bishop

Notary Public

SCOTT E. BISHOP
Notary Public
Commonwealth of Kentucky
Commission Number KYNP32110
My Commission Expires Jun 24, 2025

My Commission Expires June 24, 2025

Notary ID Number: KYNP 32110

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)
) Case No. 2022-00424
County of Boyd)

Subscribed and sworn before me, a Notary Public, by Brian K. West this 24th day of January, 2023.

Scott E. Bishop
Notary Public

SCOTT E. BISHOP
Notary Public
Commonwealth of Kentucky
Commission Number KYNP32110
My Commission Expires Jun 24, 2025

My Commission Expires June 24, 2025

Notary ID Number: KYNP 32110

VERIFICATION

The undersigned, Amanda C. Clark, being duly sworn, deposes and says she is the External Affairs Manager for Kentucky Power Company, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Amanda Clark
Amanda C. Clark

Commonwealth of Kentucky)
) Case No. 2022-00424
County of Boyd)

Subscribed and sworn before me, a Notary Public, by Amanda C. Clark this 20th day of January 2023.

Scott E. Bishop
Notary Public

SCOTT E. BISHOP
Notary Public
Commonwealth of Kentucky
Commission Number KYNP32110
My Commission Expires Jun 24, 2025

My Commission Expires June 24, 2025

Notary ID Number: KYNP 32110