

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

Electronic Application Of Kentucky Power Company)	
Pursuant To KRS 278.018(6) For Approval Of An)	
Agreement For Grayson Rural Electric Cooperative)	Case No. 2024-00330
Corporation To Serve A Customer Located In)	
Kentucky Power’s Service Territory in Greenup)	
County, Kentucky)	

APPLICATION

Kentucky Power Company (“Kentucky Power” or “Company”) applies to the Public Service Commission of Kentucky (“Commission”) pursuant to KRS 278.018(6) for an Order to be issued **no later than December 6, 2024**, approving a written agreement (“Agreement”) between Kentucky Power and Grayson Rural Electric Cooperative Corporation (“GRECC”) for GRECC to serve a customer currently located within the certified territory of Kentucky Power in Greenup County, Kentucky:

APPLICANT

- Name and Address:** The Applicant’s full name and post office address is: Kentucky Power Company, 1645 Winchester Avenue, Ashland, Kentucky 41101. The Company’s electronic mail address is kentucky_regulatory_services@aep.com.
- Incorporation:** Kentucky Power is a corporation organized on July 21, 1919 under the laws of the Commonwealth of Kentucky. The Company currently is in good standing in Kentucky.¹

¹ A certified copy of the Company’s Articles of Incorporation and all amendments thereto was attached to the Joint Application in *In the Matter Of: The Joint Application Of Kentucky Power Company, American Electric Power Company, Inc. And Central And South West Corporation Regarding A Proposed Merger*, P.S.C. Case No. 99-149. The Company’s November 7, 2024 Certificate of Existence is as **Exhibit 1** to this Application.

3. **Business:** Kentucky Power is a public utility principally engaged in the provision of electricity to Kentucky consumers. The Company generates and purchases electricity that it distributes and sells at retail to approximately 163,000 customers located in all, or portions of, the Counties of Boyd, Breathitt, Carter, Clay, Elliott, Floyd, Greenup, Johnson, Knott, Lawrence, Leslie, Letcher, Lewis, Magoffin, Martin, Morgan, Owsley, Perry, Pike, and Rowan. The Company also furnishes electric service at wholesale to the City of Olive Hill and the City of Vanceburg.

BACKGROUND

4. This application seeks approval, to the extent required by law, of the written Agreement between Kentucky Power and GRECC for GRECC to serve one customer, who is currently without service and located within Kentucky Power's certified territory. The Customer is located in Greenup County, Kentucky. The service address is 2994 State Rt. 3306, Argillite, KY 41121 ("Service Address").

5. The Customer contacted GRECC earlier in 2024 to obtain retail electric service from GRECC at the Service Address. GRECC and Kentucky Power determined that the Customer's Service Address is located in Kentucky Power's certified territory as that term is defined at KRS 278.010(5) and as shown on the maps filed with the Commission in accordance with KRS 278.017(2).

6. Presently, the Customer is not served by any utility at the Service Address.

7. Kentucky Power and GRECC have entered into the written Agreement attached to this application as **Exhibit 2**. The Agreement provides, among other things:

(a) Beginning with the effective date of the Commission Order approving the Agreement, or as soon thereafter as is practicable for GRECC to serve the Customer, GRECC will provide retail electric service to the Customer only at the Service Address; and

(b) that the Agreement is not intended to modify the boundary line between the certified territories of Kentucky Power and GRECC, or to authorize GRECC to provide retail electric service to other customers located in Kentucky Power's certified territory.

8. The Customer whose property is the subject of the Agreement has consented in writing to take retail electric service from GRECC. (*See Exhibit 2 of Agreement*).

9. To adequately serve the Customer, Kentucky Power would have to extend its existing distribution facilities approximately 4,900 feet, which would cost both Kentucky Power and the Customer significant expense. *See* 807 KAR 5:041, Section 11. GRECC, however, would only have to extend its distribution facilities approximately 1,400 feet, and therefore can serve the Customer at significantly less cost to the Customer and GRECC.

10. GRECC has represented to Kentucky Power that it will make extensions in the usual course of business of its existing distribution system in the area of the Service Address to provide service to the Customer. GRECC further has represented to Kentucky Power that the extension will not create wasteful duplication, and will not conflict with the existing certificates of other utilities operating in the same area. The longest extension from GRECC's existing distribution system is approximately 1,400 feet, and thus the extensions will be made in conformity with 807 KAR 5:041, Sections 10 and 11 and GRECC's terms and conditions of service at significantly less cost to the Customer than if Kentucky Power were to serve the Customer. (*See Exhibit 1 of the Agreement*).

11. The Agreement demonstrates that GRECC will provide adequate, reliable, and reasonable service to the Customer. The Agreement also will promote the purposes of KRS 278.016.

Wherefore Kentucky Power Company respectfully requests that the Public Service Commission of Kentucky issue an Order **no later than December 6, 2024**:

- (a) Approving the Agreement between Kentucky Power Company and Grayson Rural Electric Cooperative Corporation in accordance with KRS 278.018(6); and
- (b) Granting Kentucky Power Company all further relief to which it may appear entitled.

Respectfully submitted,



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COUNSEL FOR KENTUCKY POWER
COMPANY

EXHIBIT 1
OF APPLICATION

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 322414

Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

KENTUCKY POWER COMPANY

KENTUCKY POWER COMPANY is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is July 21, 1919 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 7th day of November, 2024, in the 233rd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
322414/0028317

EXHIBIT 2
OF APPLICATION



October 8, 2024

Bradley Cherry
Grayson Rural Electric Cooperative Corporation
109 Bagby Park Street
Grayson, Kentucky 41143
bradley.cherry@graysonrecc.com

Re: One customer in Kentucky Power Company's service territory seeking to be served by Grayson Rural Electric Cooperative Corporation: 2994 State Route 3306, Argillite, Kentucky 41121 (Michael and Devonda Hunt - Residence)

Dear Mr. Cherry:

This letter is to memorialize the agreement between Grayson Rural Electric Cooperative Corporation ("GRECC") and Kentucky Power Company ("Kentucky Power") regarding the proposed service by GRECC to Michael and Devonda Hunt ("Customer"), a customer who is located within Kentucky Power's territory. This agreement is made pursuant to KRS 278.018(6) and is limited to the above-referenced Customer's service address and location.

WHEREAS, the Customer currently is located within Kentucky Power's certified territory, at 2994 State Route 3306, Argillite, Kentucky 41121 in Greenup County, Kentucky;

WHEREAS, GRECC and Kentucky Power recently determined that the Customer's service address is located in Kentucky Power's certified territory as that term is defined at KRS 278.010(5) and as shown on the maps filed with the Commission in accordance with KRS 278.017(2);

WHEREAS, KRS 278.018(1) grants Kentucky Power the exclusive right to provide retail electric service in its certified territory;

WHEREAS, it would benefit the Customer to receive service from GRECC;

WHEREAS, GRECC serving the Customer would save Kentucky Power and the Customer a significant investment of funds associated with establishing the infrastructure to serve the Customer;

WHEREAS, the extension of Kentucky Power's existing distribution system that would be required for Kentucky Power to provide service to the Customer is approximately 4,900 feet;

WHEREAS, the Customer recently inquired about obtaining retail electric service from GRECC instead of Kentucky Power;

WHEREAS, GRECC and Kentucky Power believe that GRECC is able to provide retail electric service to the Customer that is at least as adequate, reasonable, and reliable as that provided to the Customer by Kentucky Power;

WHEREAS, GRECC can provide service from its existing distribution to the Customer by means of an extension of distribution facilities from existing GRECC pole 100465. GRECC anticipates providing retail electric service to the Customer in accordance with the schematic attached as Exhibit 1 to this agreement; and

WHEREAS, as shown on Exhibit A the longest extension of GRECC's existing distribution system required for GRECC to provide service to the Customer is approximately 1,400 feet.

Now Therefore, for good and sufficient consideration, including the premises described above, the receipt of which is acknowledged, GRECC and Kentucky Power agree as follows:

(1) Beginning with the effective date of the Commission Order approving this agreement, or as soon thereafter as is practicable, GRECC will provide retail electric service to the Customer.

(2) This agreement is limited solely to the provision of retail electric service by GRECC to the above-referenced Customer at 2994 State Route 3306, Argillite, Kentucky 41121; nothing in this agreement shall entitle GRECC to provide retail electric service to any other customer or facility, including and other facility of the Customer, located in Kentucky Power's certified territory. GRECC and Kentucky Power further agree that nothing in this agreement shall be deemed a change in the boundary line between the certified territories of GRECC and Kentucky Power.

(3) The Customer has agreed, subject to the Commission's approval of this agreement, to take retail electric service from GRECC. The Customer's written agreement to take service from Kentucky Power are attached as Exhibit 2 to this agreement.

(4) This agreement will promote the purposes of KRS 278.016. The extension of GRECC's current service facilities to the Customer is consistent with the orderly development of retail electric service, will not result in wasteful duplication, and will not unnecessarily encumber the landscape of the Commonwealth.

(5) This agreement is expressly contingent upon its approval without modification by the Public Service Commission of Kentucky.

If this accurately reflects our agreement, please sign where indicated below and return a copy to me. Please do not hesitate to contact me if you have any questions.

Sincerely yours



Jeffrey D. Newcomb
Vice President, Regulatory and Finance,
Kentucky Power Company

Agreed to this 8th day of October, 2024.

Kentucky Power Company



By: _____

Its: Vice_President,_Regulatory and_Finance____

Grayson Rural Electric Cooperative Corporation

By: Bradley Cherry

Its: President & CEO

EXHIBIT 1 OF AGREEMENT

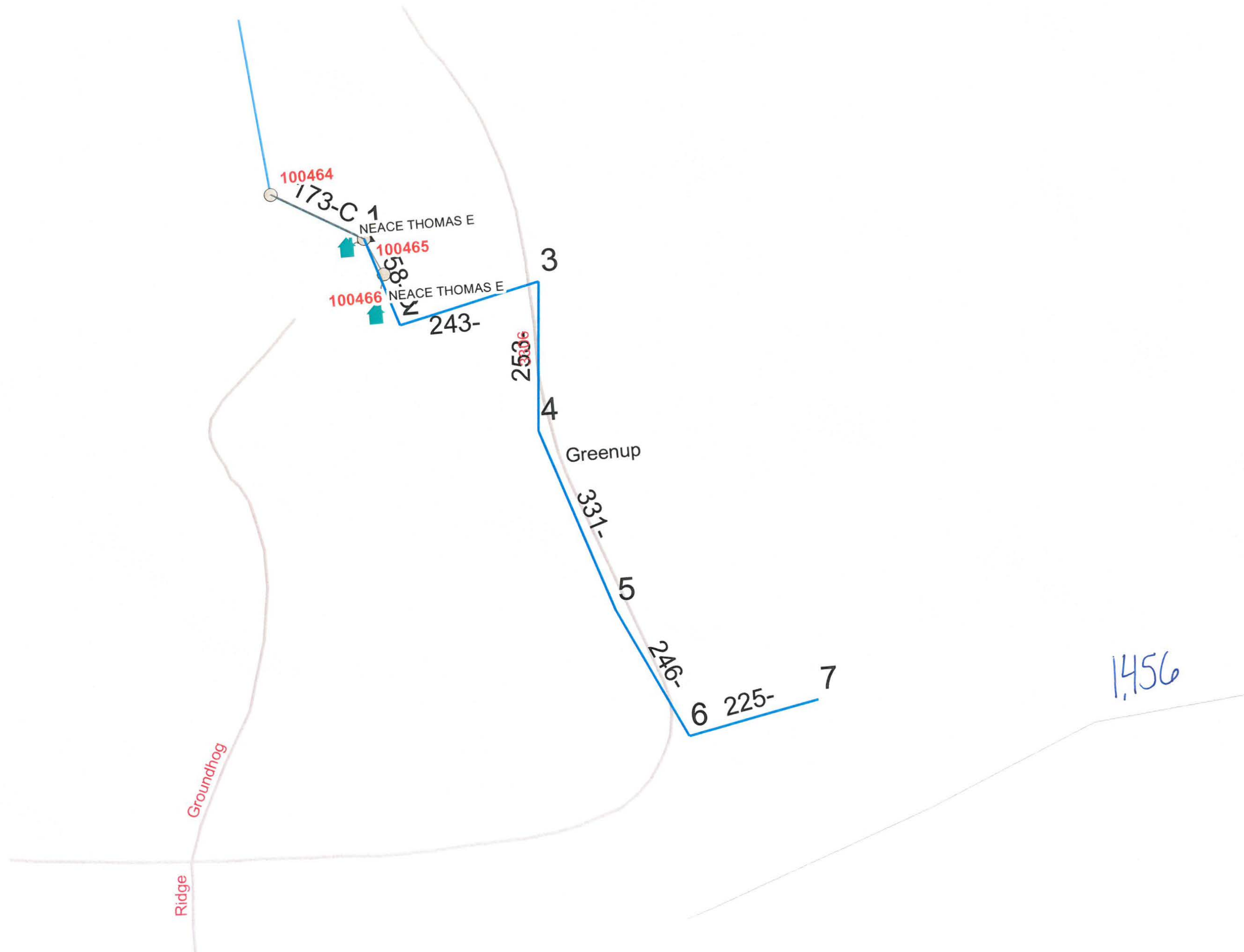


EXHIBIT 2 OF AGREEMENT

Certificate of Membership and Application for Electric Service # 80589-001

The undersigned (hereinafter called the Applicant) hereby applies for membership in Grayson Rural Electric Cooperative Corporation (hereinafter called the Cooperative) and the Applicant and the Cooperative agree as follows:

1. The Applicant hereby pays the sum of \$ 15.00 for membership subscribed for by the Applicant. The Applicant hereby authorizes the Cooperative to use these funds in full or in part for purpose of project development and organization.
2. The Applicant hereby pays the sum of \$ 0.00 as a security deposit, as a member with good credit.
3. The Applicant hereby pays the sum of \$ 0.00 for a non-refundable fee.
4. When the Cooperative makes electric energy available to the Applicant, Applicant agrees to purchase from the Cooperative, and pay monthly to the Cooperative, for all electric energy used on premises described below now owned or occupied by the Applicant, in accordance with the rate schedule, rules and regulations established by the Cooperative.
5. The Applicant's wiring must pass inspection by a certified electrical inspector pursuant to KRS 198B, the Kentucky Building Code 815 KAR 7:010, 815 KAR 7:020.
6. The Applicant agrees to comply with and be bound by the provisions of the bylaws, and rules and regulations of the Cooperative as may be adopted from time-to-time.
7. The cost of a subscription to Kentucky Living Magazine is to be paid for as a part of the cost of electric service.
8. The acceptance of this application by the Cooperative shall constitute a written agreement between the Applicant and the Cooperative for the Applicant to purchase from the Cooperative all electricity to be used and for the Cooperative to provide all electricity desired for use by the Applicant and shall be a written contract that will continue in force for a period of one year from the date that service is made available by the Cooperative to the Applicant and thereafter remain in force unless and until cancelled by either party upon giving written notice to the other party thirty (30) days in advance or as may be otherwise provided from time to time by the bylaws and rules and regulations of the Cooperative. The Applicant and Cooperative agree that this written agreement shall be enforced under the laws of the Commonwealth of Kentucky and will be enforced as any other written agreement within the Commonwealth of Kentucky.

Name of Applicant HUNT MICHAEL Co-Applicant

Social Security No. [REDACTED]

X

Telephone No. [REDACTED]

Cell or Other No. [REDACTED]

X Signature of Applicant(s)

Name of closest living relative not living in your home [REDACTED] Phone # [REDACTED]

Spouse's Name Social Security No.

Route or Street, Post Office, State [REDACTED]

ASHLAND KY Zip 41105

The Above Applicant for Membership was accepted this 25 day of October, 20 24

Grayson Rural Electric Cooperative Corporation By JANET, Employee

Land Description

Owner Tenant

County

Directions GREENUP CO P/O=A&B HUNT PROPERTIES N/L=THOMAS NEACE N/L=625105078003

N/P=1200 FT NPN 29017 - ***NEW SERVICE FOR ALL ELECTRIC HOME***** TEMP

TO BUILD BY - LOC 2994 ST RT 3306 (OLDTOWN) ABOUT 2 MILES ON RIGHT. OFF

WHITE 1 STORY HOUSE. - FEES PAID HOLDING FOR INSPECTION HOLDING FOR

RWE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT That the undersigned Michael
Hunt and Devonda Hunt, husband and wife

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto (GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION) whose post office address is 109 Bagby Park, Grayson, Kentucky 41143, and to its successors or assigns, the right to enter upon the lands of the undersigned situated in County of Greenup, State of Kentucky, and more particularly described as follows:

A tract of land approximately 286 acres in area located 5 miles from the town of Grayson and bounded by the lands owned by BCB Land LLC

Being the same (or part of the same) property conveyed by BCB Land LLC,
a Kentucky Limited Liability Company

to A+B Hunt Properties, LLC, a Kentucky Limited
Liability Company
by deed dated 6-28-24 and recorded in Deed Book 677 page 624
in the office of the clerk of the Greenup County Court, Greenup Ky

and to construct, maintain and extend on the above described lands an electric distribution line; to cut and trim trees and shrubbery to the extent necessary to safely and properly maintain a 40 foot right-of-way.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above described lands, at the Cooperative's expense, shall remain, the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and the words used in the masculine gender shall be construed to read in the feminine.

SIGNED, This 25 day of Oct, 2024

Michael Hunt
Devonda Hunt

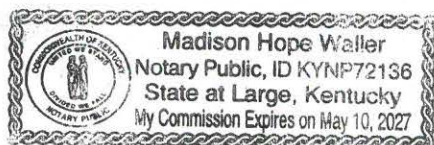
State of Kentucky,
County of Carter Sect:--

I, Madison Hope Waller, Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing from Michael Hunt and Devonda Hunt

to (GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION) was on this day produced to me and signed and acknowledged by them to be their act and deed for the purposes therein contained and the same together with this certificate is hereby certified to the proper office for record.

My commission expires 10 day of May, 2027
Witness my hand and official seal this 25 day of October, 2024

Madison Hope Waller
Notary Public in and for Carter Co., KY.



**** NEW SERVICE ****

SO NBR: 246392

Routed To: MISC SERV
Mbr Sep: 80589-001 Electric

10/25/24 11:27 AM Printed ** 01 ** times
Taken By: JANET Dist: 34
Req'd By: CONSUMER

Name: HUNT MICHAEL
C/O Addr: [REDACTED]
Address: [REDACTED]

Desired By: 10/25/24
Telephone: [REDACTED]
Business: [REDACTED]
Drv Lic: [REDACTED]
Bus ID: [REDACTED]
Cell Phone: [REDACTED]

Zip: ASHLAND KY 41105
Spouse:

Cycle: County: Tax Exempt: N Assistance: N Budget Type:
Rate: 19 Tax Dist: 10 Priority Svc: Newsletter: Y Budget Amt:
Class: 14 District: Penalty: N Mailings: Y Budget Date:
City: Board Dist: Cutoff: N Extra Bills: Min Bill Amt:

Fees / Deposits / Charges

Member Fee: 15.00 Bill Apply Existing Code Amount Tax Codes:
Cons Dep: B Misc Charge: Date Worked: _____
Other Dep: Other Charge: Worked By: _____

Latitude: Location Information Longitude:

Location: Svc Addr: Conn:
Transfsta: Guide: Disc:
Read Seq: Pole Nbr: SO Ref:
Lot Nbr: Subdivision: Svc Type:
Substation: Line Sec: Cycle:
Circuit: Phase: UG: HC: AC: SW: MH:
Breaker: HP: ID:

Consumer Yard Lights

Location Yard Lights

Rate	Type	Qty	KWH	Amount	Rate	Type	Qty	KWH	Amount
1:					1:				
2:					2:				
3:					3:				
4:					4:				

Reading: 0000 Meter Information

Meter	Date	Volts	Amps	Wire	Mult	Dials	DM	IC	Read	Demand
In:										
Out:										

Manuf: Phase: Ert ID:
Meter status not available.

Notes

JANETW FRI, OCT 25, 2024, 11:27 AM
GREENUP CO P/O=A&B HUNT PROPERTIES N/L=THOMAS NEACE N/L=625105078003
N/P=1200 FT NPN 29017

NEW SERVICE FOR ALL ELECTRIC HOME** TEMP TO BUILD BY
-
LOC 2994 ST RT 3306 (OLDTOWN) ABOUT 2 MILES ON RIGHT. OFF WHITE 1
STORY HOUSE.
-
FEES PAID HOLDING FOR INSPECTION HOLDING FOR RWE

Copy