

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

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 Corporation To Serve A)	Case No. 2025-00055
Customer Located In Kentucky Power's Service)	
Territory In Carter County, Kentucky)	

VERIFIED APPLICATION

Kentucky Power Company (“Kentucky Power” or “Company”) applies to the Public Service Commission of Kentucky (“Commission”) pursuant to KRS 278.018 for an Order to be issued **no later than April 24, 2025**, 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:

APPLICANT

1. **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.
2. **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
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

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 March 24, 2025 Certificate of Existence is as **Exhibit 1** to this Application.

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 transferring one customer, who is currently without service and located within Kentucky Power's certified territory to GRECC. The Customer is located in Carter County, Kentucky. The service address is 188 Vincent Road, Grayson, Kentucky 41143 ("Service Address").

5. The Customer contacted GRECC earlier in 2025 to obtain retail electric service from GRECC at the Service Address. Kentucky Power and GRECC subsequently agreed following consultation and investigation that the Service Address lays within the certified territory of Kentucky Power as defined at KRS 278.010(5), and as shown upon the maps filed with the Commission pursuant to 278.018(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:

(a) for the transfer of the Customer, only at the Service Address, from Kentucky Power to GRECC; 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 line approximately 320 feet, plus an additional 70 foot service drop, 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 294 feet, and therefore can serve the Customer at less cost to the Customer.

10. Although it will cost GRECC slightly more to serve the Customer than Kentucky Power, there will be no cost to the Customer for GRECC to upgrade its facilities to provide adequate service. It will cost the customer approximately \$400, however, for Kentucky Power to extend service to the Service Address.

11. GRECC already has facilities on another section of the Customer's property, and the Customer thus already had an account with GRECC. As a result, having GRECC serve all facilities on the property also will be more efficient and helpful for the Customer.

12. GRECC 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. The extension will not create wasteful duplication, will not conflict with the existing certificates of other utilities operating in the same area, and will not involve sufficient capital outlay to materially affect the existing financial condition of GRECC, or result in increased charges to its customers.

13. The longest extension from GRECC's existing distribution system is approximately 294 feet, and thus the extensions can be made in conformity with 807 KAR 5:041, Section 10 and GRECC's terms and conditions of service at no cost to the Customer. (*See* Exhibit 1 of the Agreement).

14. GRECC will provide adequate, reliable, and reasonable service to the Customer.

The Agreement 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 April 24, 2025**:

- (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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kglass@stites.com

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Harlee P. Havens
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250 West Main Street, Suite 2300
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Telephone: (859) 226-2300
Fax: (859) 253-9144
kgish@stites.com
hhavens@stites.com
COUNSEL FOR KENTUCKY POWER
COMPANY

VERIFICATION

I, Jeffrey D. Newcomb, Vice President, Regulatory and Finance for Kentucky Power Company, after being duly sworn, state that the facts contained in this Application are true and accurate to the best of my knowledge.

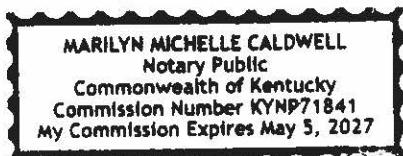


Jeffrey D. Newcomb

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

Subscribed and sworn to before me by Jeffrey D. Newcomb on this the 25th day of March, 2025.



Marilyn Michelle Caldwell
Notary Public State at Large

My Commission Expires: May 5, 2027

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: 331220
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 24th day of March, 2025, in the 233rd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
331220/0028317

EXHIBIT 2
OF APPLICATION



An **AEP** Company

BOUNDLESS ENERGY™

March 18, 2025

Bradley Cherry
President & CEO
Grayson Rural Electric Cooperative Corporation
109 Bagby Park Street
Grayson, Kentucky 41143

Re: One customer in Kentucky Power Company's service territory
seeking to be served by Grayson Rural Electric Cooperative Corporation:
188 Vincent Road, Grayson, Kentucky 41143 (Tyler Sexton - 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 Tyler Sexton ("Customer"), a customer who is located within Kentucky Power's certified service 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 188 Vincent Road, Grayson, Kentucky 41143 in Carter 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, Customer currently is a customer of GRECC at another service location and it would benefit the Customer to receive service from GRECC at 188 Vincent Road, Grayson, Kentucky 41143;

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 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 upgrade of their distribution facilities from existing GRECC pole 132388.

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 1 the longest extension of GRECC's existing distribution system required to provide service to the Customer is approximately 294 feet at no cost to the Customer.

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 188 Vincent Road, Grayson, Kentucky 41143; nothing in this agreement shall entitle GRECC to provide retail electric service to any other customer or facility, including any 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 18th day of March, 2025.

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

Grayson Rural Electric

A Touchstone Energy Cooperative

Job #: 061156
 Description: SEXTON TYLER
 Finance Code: 000001 NEW CONSTRUCTION
 Work Plan: 24000100 NEW LINES
 OH / UG: Overhead

Map #: 613000064004
 Nearest Map #:
 Take Off Pole #: 132388
 FEMA:
 Job Code:

Cust Name:
 Account #:
 Street Addr:
 County: Carter
 Telephone: ██████████
 Light #:
 City:

Staked: By PJS Date 03/03/2025

ROW:

Tailgate:

Completed:

Transfer Required: Joint Use

TELE

ATT: MR: MRI: ATI:
 FH: AT: KDL: FM:

Pole #:

CATV

TC: AC: WI:

Pole #:

Comments:

XXX:200 AMP DOUBLEWIDE

Project Notes:

LOC; CARTER CO, VINCENT RD OFF RT 1773.

3/4/2025 Page 1 of 1

COPY FOR YOUR RECORDS ONLY

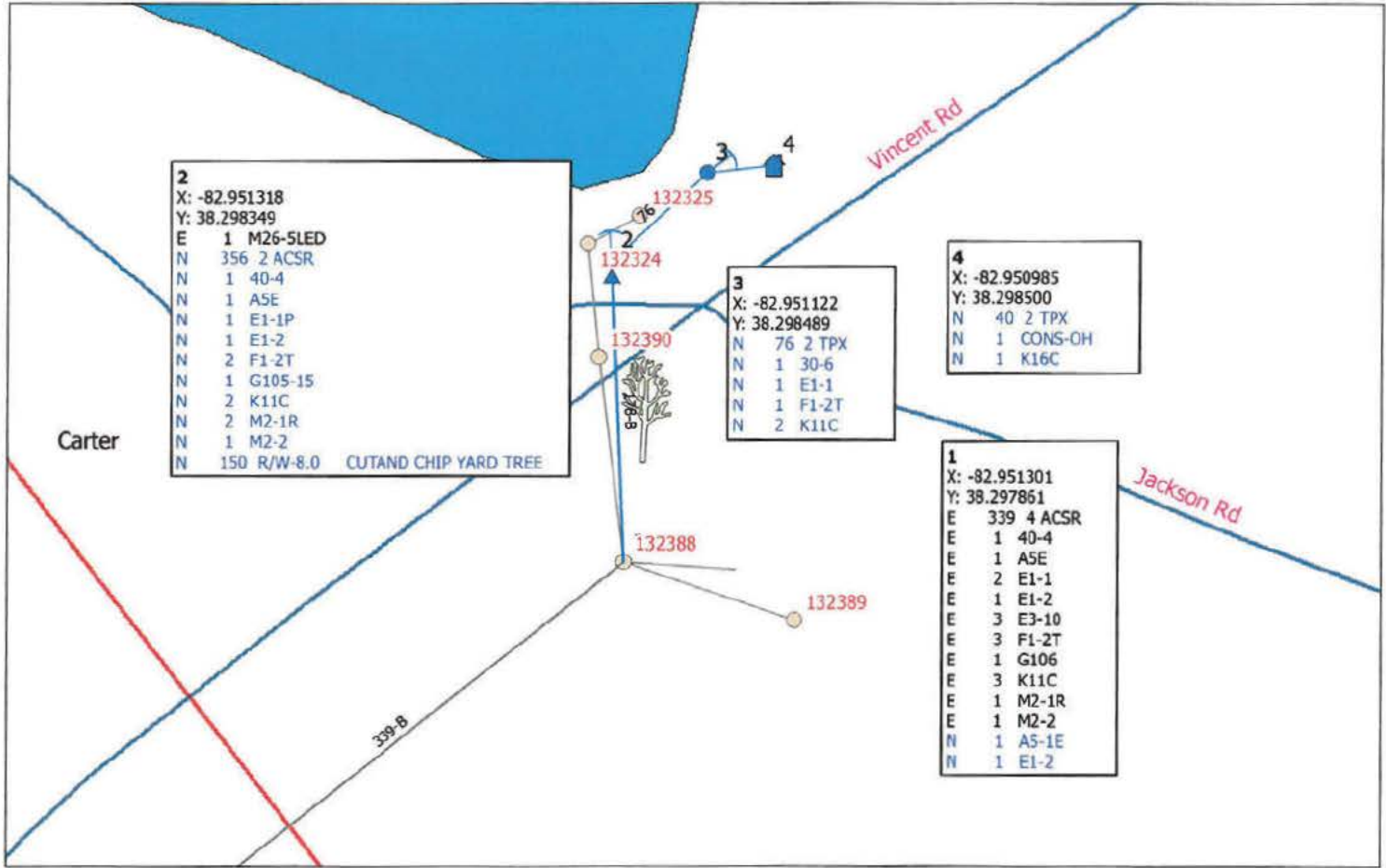


EXHIBIT 2 OF AGREEMENT

Certificate of Membership and Application for Electric Service # 80363-001

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 \$ 60.00 as a security deposit, said sum being of an estimated or actual bill at this location (actual usage based on historical data for this location). This security deposit shall accrue interest at an annual rate fixed by the Kentucky Public Service Commission each year in December for the following year(starting 12/31/12) . Interest accrued for that calendar year (or portion of that calendar year) will be applied to the member's bill in February of the following year. Upon termination of service, any interest accrued to that account up to the date of disconnect (if any) shall be credited to the final bill, along with the security deposit.
- 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 SEXTON TYLER Co-Applicant

Social Security No. ██████████

X

Telephone No. ██████████

Cell or Other No.

X 
Signature of Applicant(s)

Name of closest living relative not living in your home Phone #

Spouse's Name Social Security No.

Route or Street, Post Office, State ██████████
GRAYSON KY Zip 41143

The Above Applicant for Membership was accepted this 19 day of July, 20 24.

Grayson Rural Electric Cooperative Corporation By TL, Employee

Land Description

Owner Tenant

County

Directions CARTER CO
LOC
VINCENT RD OFF 773. 1ST PLACE ON THE RIGHT. N/L ONLY ACCOUNT.

Certificate of Membership and Application for Electric Service # ██████████

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 \$ _____ 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.
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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 SEXTON TYLER Co-Applicant _____

Social Security No. ██████
X _____

Telephone No. ██████████

Cell or Other No. _____ X _____
Signature of Applicant(s)

Name of closest living relative not living in your home _____ Phone # _____

Spouse's Name _____ Social Security No. _____

Route or Street, Post Office, State PO BOX 1515
GRAYSON KY Zip 41143

The Above Applicant for Membership was accepted this 05 day of March, 2025.

Grayson Rural Electric Cooperative Corporation By TL, Employee

Land Description

Owner _____ Tenant _____

County _____

Directions PASSED INSPECTION 2/5/25 RANDY BLEVINS. CERT# 24-080627 RWE

OK, 12/5/19 BRENDA SEXTON, PATRICIA KNIPP, LARRY KNIPP, PATRICIA KNIPP

**** NEW SERVICE ****

SO NBR: 248823

Routed To: MISC BILL
Mbr Sep: 80363-003 Electric

03/03/25 2:35 PM Printed ** 01 ** times
Taken By: TL Dist: 10
Req'd By: TYLER
Desired By: 03/03/25
Telephone: [REDACTED]
Business:
Drv Lic:
Bus ID:
Cell Phone:

Name: SEXTON TYLER
C/O Addr: [REDACTED]
Address: [REDACTED]

Zip: GRAYSON KY 41143
Spouse:

Cycle: County: Tax Exempt: N Assistance: N Budget Type:
Rate: 1 Tax Dist: 7 Priority Svc: N Newsletter: N Budget Amt:
Class: 14 District: Penalty: N Mailings: N Budget Date:
City: Board Dist: Cutoff: N Extra Bills: Min Bill Amt:

Fees / Deposits / Charges

Member Fee: Bill Apply Existing Code Amount Tax Codes:
Cons Dep: 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

TRACYL MON, MAR 03, 2025, 02:35 PM
CARTER CO P/O BRENDA AND TYLER SEXTON N/N TYLER SEXTON N/L
631304064018 N/P 200' N/P# (NEW POLE WILL BE SET)

NEW SERVICE FOR 200AMP DOUBLEWIDE, ALL ELECTRIC, OVERHEAD

LOC ON VINCENT ROAD OFF OF 173. FIRST PLACE ON THE LEFT. NEW DOUBLEWIDE

**** NEW SERVICE ****

SO NBR: 248118

Routed To: MISC BILL
Mbr Sep: 80363-002 Electric

01/29/25 2:59 PM Printed ** 02 ** times
Taken By: TL Dist: 10
Req'd By: TYLER
Desired By: 01/29/25
Telephone: [REDACTED]
Business:
Drv Lic:
Bus ID:
Cell Phone:

Name: SEXTON TYLER
C/O Addr: [REDACTED]
Address: [REDACTED]

Zip: GRAYSON KY 41143
Spouse:

Cycle: County: Tax Exempt: N Assistance: N Budget Type:
Rate: 1 Tax Dist: 7 Priority Svc: N Newsletter: N Budget Amt:
Class: 14 District: Penalty: N Mailings: N Budget Date:
City: Board Dist: Cutoff: N Extra Bills: Min Bill Amt:

Fees / Deposits / Charges

Member Fee: Bill Apply Existing Code Amount Tax Codes:
Cons Dep: 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: UG: HC: AC: SW: MH:
Breaker: Phase: 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

TRACYL WED, JAN 29, 2025, 02:59 PM
CARTER CO P/O BRENDA AND TYLER SEXTON N/N TYLER SEXTON N/L
631304064018 N/P 200' N/P# (NEW POLE WILL BE SET)

NEW SERVICE FOR 200AMP DOUBLEWIDE, ALL ELECTRIC, OVERHEAD

LOC ON VINCENT ROAD OFF OF 173. FIRST PLACE ON THE LEFT. NEW DOUBLEWIDE

NO FEES NEEDED HOLDING FOR INSPECTION RWE OK BRENDA SEXTON 1/17/19

MEMBER WANTS N/L SET ON NEW POLE