

Kentucky Power Company
KPSC Case No. 2025-00257
SWVA's First Set of Data Requests
Dated September 29, 2025

DATA REQUEST

SWVA 1_1 The Company proposes not to change the interruptible credit under Tariff C.S.-I.R.P. Please explain in detail the basis for this decision and provide details as to how the credit is calculated. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to this program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

The interruptible demand credit in Tariff C.S.-I.R.P. is the result of a settlement in a previous case (Mitchell Plant transfer case, Case No. 2012-00578). No workpapers exist for its derivation. The Company did not propose to change the Tariff C.S.-I.R.P. demand credit because it is still similar to what would be realized if a customer were able to participate directly in PJM's demand response as a capacity resource construct and receive compensation at RPM clearing prices.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_2 Tariff C.S.-I.R.P. and Rider D.R.S. are both interruptible service options, yet the proposed credits differ. Please explain in detail what accounts for the differences and why the interruptible credit under C.S.-I.R.P. is lower than that proposed for Rider D.R.S. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to either program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

Tariff C.S.-I.R.P. is a PJM capacity construct product for demand response whereby a customer can be a capacity resource in the Company's FRR plan. Rider D.R.S. is a peak-shaving tariff for the purpose of reducing the Company's cost-causing peaks instead of a resource in the FRR plan. While both programs are demand response products, they have differing requirements and value to the Company and the participants.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_3 Please explain how the Company calculated the discount/credits under (a) Tariff C.S.-I.R.P. and (b) Rider D.R.S. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to either program in this proceeding.

Respondent: Counsel

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DATA REQUEST

SWVA 1_4 Please explain in detail whether a portion of a customer's interruptible load could be served under Tariff C.S.-I.R.P. and a portion under Rider i.: D.R.S. Explain whether and how the answer varies depending on the Company's metering of the load. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to either program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

No. Rider D.R.S. reduces the Company's cost causing peaks for PJM billing purposes and as such will reduce a Customer's peak load contribution eligible for PJM capacity credit (if participating in PJM as a DR resource).

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_5 Please explain how the proposed penalty for failure to curtail under Tariff C.S.-I.R.P. was calculated. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to this program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

Tariff C.S.-I.R.P. is an approved tariff offering by the Company. The non-compliance penalty is included in the customer addendums for service under C.S.-I.R.P. and is based upon PJM's rules and requirements concerning demand response as a capacity resource, as well as any actual penalties the Company would receive from PJM for a C.S.-I.R.P. customer's non-performance during a test or an actual performance event.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_6 Please explain how the proposed penalty for failure to curtail under Rider i.: D.R.S. was calculated. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to this program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

Rider D.R.S. was approved in Case No. 2020-00174. There is no “penalty” for failure to interrupt but rather an escalating repayment of a portion of the Customer’s total annual DRS Interruptible Demand Credit.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_7 Please explain the basis for distinct penalties for failure to curtail under Tariff C.S.-I.R.P. and Rider D.R.S. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to either program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

See the Company's responses to SWVA 1_5 and 1_6. Under Tariff C.S.-I.R.P., the Company could actually receive penalties from PJM for a customer's non-performance. Under proposed Tariff DRS, the Company would not receive penalties from PJM but rather would fail to achieve peak shaving cost of service benefits from a customer's non-performance.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_8 Please provide the per unit credit (for example, in \$/kW or \$/kWh), that a customer participating directly in PJM's demand response programs as a capacity resource would receive for interruptibility/interruptions (i.e., in comparison to firm service) in 2012-2026. Provide all supporting documentation.

RESPONSE

The Company objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of relevant or admissible evidence and because it seeks information that is outside the scope of and irrelevant to this proceeding. The Company is not proposing changes to either program in this proceeding. Subject to and without waiving these objections, the Company states as follows:

See the Company's responses to SWVA 1_1.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA 1_9 Under Section II—Application, Filing Requirements, Exhibit H, Average Class Bill Impacts, the Company shows an average increase for the I.G.S. tariff class of 15%. However, Section II—Application, Filing Requirements, Exhibit I, Page 34, shows an increase of 15.7% to I.G.S. Transmission voltage customers. Please explain why the proposed increase to I.G.S. Transmission customers is higher than that to the I.G.S. i.: class as a whole. Include all relevant documentation and supporting workpapers with formulas intact.

RESPONSE

The increase to IGS Transmission class is not 15.7%. Exhibit I is an example typical bill analysis at one utilization level for IGS Transmission; actual customer results will vary. Please refer to Section II, Exhibit J pages 1 and 2 for the increase information for the IGS class at its various voltage levels by comparing the Total Proposed Revenue column to the Total TY Per Books Revenue column.

Witness: Michael M. Spaeth

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DATA REQUEST

SWVA Please explain how the Company accounts for interruptible retail load in
1_10 its cost of service study.

RESPONSE

The demand allocator utilized in the jurisdictional cost of service study reflects the coincident demand of the Company's retail customers at the time of Kentucky Power's monthly peak, averaged over the test year (12 months-ended May 2025). The demand allocator relies on the actual demand imposed by all customers at the time of Kentucky Power's monthly peak. The actual monthly peak demand may or may not be impacted by interruptions called during the test year.

Witness: Jaclyn N. Cost

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DATA REQUEST

SWVA Please explain whether and how the Company accounts for a class'
1_11 interruptible load when allocating fixed costs in its cost of service study.

RESPONSE

Consistent with the jurisdictional cost of service study (JCOS) demand allocation, the class cost of service study (CCOS) reflects the coincident demand of the Company's retail customers at the time of Kentucky Power's monthly peak, averaged over the test year (12 months-ended May 2025). The demand allocators rely on the actual demand imposed by all customers at the time of Kentucky Power's monthly peak. The actual monthly peak demand may or may not be impacted by interruptions called during the test year.

Witness: Nicole M. Coon

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DATA REQUEST

SWVA Regarding the class relative RORs reflected in Figure NMC-2, please
1_12 provide the relative RORs that result from the Company's proposed
 revenue allocation/rate design. Provide all supporting documentation.

RESPONSE

Please see KPCO_R_SWVA_1_12_Attachment1.

Witness: Nicole M. Coon

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DATA REQUEST

SWVA Please provide the class relative RORs by subclass (i.e., primary,
1_13 subtransmission, etc.) under present and proposed rates. Provide all
supporting documentation.

RESPONSE

Please see KPCO_R_SWVA_1_12_Attachment1.

Witness: Nicole M. Coon

VERIFICATION

The undersigned, Nicole M. Coon, being duly sworn, deposes and says she is a Regulatory Consultant Principal for American Electric Power Service Corporation, 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.

Nicole M. Coon
Nicole M. Coon

State of Ohio)
)
)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Nicole M. Coon, on October 6th 2025

Paul D. Flory
Notary Public

My Commission Expires Never

Notary ID Number No ID



Paul D. Flory
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

VERIFICATION

The undersigned, Jaclyn N. Cost, being duly sworn, deposes and says she is a Regulatory Consultant Principle for American Electric Power Service Corporation, 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.

Jaclyn N. Cost
Jaclyn N. Cost

State of Ohio)
)
County of Franklin)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Jaclyn N. Cost, on 10/8/25.

Brett E. Schmied
Notary Public



BRETT E. SCHMIED, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

My Commission Expires N/A

Notary ID Number _____

VERIFICATION

The undersigned, Michael M. Spaeth, being duly sworn, deposes and says he is the Regulatory Pricing and Analysis Manager for American Electric Power Service Corporation, 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.



Michael M. Spaeth

State of Ohio

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) Case No. 2025-00257
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Subscribed and sworn to before me, a Notary Public in and before said County
and State, by Michael M. Spaeth, on 10/8/2025.



Notary Public

My Commission Expires Never

Notary ID Number NO ID



Paul D. Flory
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.