

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

Electronic Application Of Kentucky Power Company   )  
For (1) A General Adjustment Of Its Rates For        )  
Electric Service; (2) Approval Of Tariffs And Riders;   )  
(3) Approval Of Certain Regulatory And Accounting     )  
Treatments; and (4) All Other Required Approvals     )  
And Relief    )

Case No. 2025-00257

**REBUTTAL TESTIMONY OF**  
**JOHN D. CULLOP**  
**ON BEHALF OF KENTUCKY POWER COMPANY**

**REBUTTAL TESTIMONY OF  
JOHN D. CULLOP ON BEHALF OF  
KENTUCKY POWER COMPANY  
BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY**

**CASE NO. 2025-00257**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
I. INTRODUCTION .....	1
II. PURPOSE OF REBUTTAL TESTIMONY .....	1
III. INCLUSION OF EEI AND KENTUCKY CHAMBER OF COMMERCE EXPENSES IN THE COMPANY’S REVENUE REQUIREMENT .....	2
IV. CONCLUSION.....	4

**EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
EXHIBIT JDC-R1	EEI’s 2025 Lobbying Disclosure
EXHIBIT JDC-R2	EEI’s Mutual Assistance Governing Principles

**REBUTTAL TESTIMONY OF  
JOHN D. CULLOP ON BEHALF OF  
KENTUCKY POWER COMPANY  
BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY**

**CASE NO. 2025-00257**

**I. INTRODUCTION**

1   **Q.   PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND PRESENT**  
2       **POSITION.**

3   A.   My name is J.D. Cullop. My position is Regulatory Consultant Senior for Kentucky  
4       Power Company (“Kentucky Power” or the “Company”). My business address is 1645  
5       Winchester Avenue, Ashland, Kentucky 41101.

6   **Q.   ARE YOU THE SAME JOHN D. CULLOP WHO OFFERED DIRECT**  
7       **TESTIMONY IN THIS PROCEEDING?**

8   A.   Yes.

**II. PURPOSE OF REBUTTAL TESTIMONY**

9   **Q.   WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10   A.   The purpose of my Rebuttal Testimony is to respond to the proposed adjustment to  
11       remove Edison Electric Institute (“EEI”) and Kentucky Chamber of Commerce dues  
12       from Kentucky Power’s revenue requirement, as presented in the Direct Testimony of  
13       Attorney General of the Commonwealth of Kentucky and Kentucky Industrial Utility  
14       Customers, Inc. (“AG-KIUC”) Witness Randy A. Futral.

15   **Q.   ARE YOU SPONSORING ANY REBUTTAL EXHIBITS?**

16   A.   Yes. I am sponsoring the following exhibits:

- 17
  - Exhibit JDC-R1 – EEI’s 2025 Lobbying Disclosure

- Exhibit JDC-R2 – EEI’s Mutual Assistance Governing Principles

**III. INCLUSION OF EEI AND KENTUCKY CHAMBER OF COMMERCE  
EXPENSES IN THE COMPANY’S REVENUE REQUIREMENT**

**Q. PLEASE EXPLAIN MR. FUTRAL’S RECOMMENDATIONS REGARDING  
THE TREATMENT OF DUES PAID TO EEI AND KENTUCKY CHAMBER  
OF COMMERCE.**

A. Mr. Futral recommends that Kentucky Power reduce its revenue requirement by \$0.113 million to remove the dues expense related to the Company’s EEI and Kentucky Chamber of Commerce membership.<sup>1</sup> Mr. Futral bases his recommendation on an assertion that Kentucky Power has failed to provide evidence that the dues applicable to its memberships in EEI and the Kentucky Chamber of Commerce are not used for legislative advocacy, regulatory advocacy, and/or public relations.<sup>2</sup> Mr. Futral asserts that the EEI and Kentucky Chamber of Commerce dues be removed unless the Company can provide the requisite affirmative proof that those funds were not used for lobbying and/or public relations.<sup>3</sup>

**Q. DOES THE COMPANY AGREE WITH MR. FUTRAL’S  
RECOMMENDATION?**

A. No. The Company has already removed the portions of the dues expense identified by EEI and the Kentucky Chamber of Commerce as contributing to lobbying activities, which Mr. Futral acknowledges.<sup>4</sup> It is also important to note that Mr. Futral does not

---

<sup>1</sup> Direct Testimony of AG-KIUC Witness Randy A. Futral (“Futral Direct Testimony”) at 28.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 26.

1 take issue with the reasonableness of the recovery of the membership dues expenses  
2 that are unrelated to lobbying, only that the amount of expense related to lobbying  
3 cannot be clearly identified. Membership dues that are unrelated to lobbying  
4 were included and approved in the Company's previous base rate case, Case No.  
5 2023-00159.

6 **Q. CAN THE COMPANY PROVIDE ADDITIONAL SUPPORT FOR THE**  
7 **AMOUNT OF EEI AND KENTUCKY CHAMBER OF COMMERCE DUES**  
8 **REMOVED FOR LOBBYING ACTIVITIES?**

9 A. Yes. EEI provides a yearly disclosure on lobbying, advocacy, and other expenditures  
10 based on its actual expenses from the previous year. The 2025 disclosure, which is  
11 based on EEI's actual expenses in 2024, is attached as Exhibit JDC-R1. EEI reports its  
12 lobbying expenses to Congress via quarterly disclosure reports as required by federal  
13 law. Within the Lobbying Expenditures and Disclosure section of that document, EEI  
14 reported "In 2024, 14.1 percent of EEI dues were used for lobbying activities. For 2025,  
15 we estimate a similar amount." Kentucky Power's 2025 EEI dues invoice removed  
16 16% of the dues associated with regular activities to account for the estimated amount  
17 of lobbying activities in the 2025 budget.

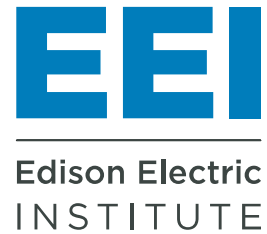
18 The attached disclosure also identifies EEI's Board of Directors approved core  
19 budget for 2025. One of the largest portions of the budget is allocated towards "Grid  
20 Security, Reliability, and Resilience" which provides real benefits to customers. For  
21 example, EEI and its member companies have established and implemented an  
22 effective system under which member companies may receive and provide emergency  
23 aid for any occurrence in which that aid is deemed necessary. This agreement between

1 member companies is known as EEI's Mutual Assistance Governing Principles, which  
2 is attached as Exhibit JDC-R2. This agreement is designed to help utilities quickly  
3 secure resources during emergency events, allowing for a more streamlined process,  
4 which can lead to quicker recovery times and improved reliability for customers.

**IV. CONCLUSION**

5 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

6 A. Yes, it does.



# 2025 Lobbying, Advocacy, and Other Expenditures

April 2025

**T**he Edison Electric Institute (EEL) is the trade association that represents all U.S. investor-owned electric companies. EEL's member companies provide electricity for nearly 250 million Americans and operate in all 50 states and the District of Columbia.

EEL's member companies provide the reliable, affordable, and resilient clean energy that drives our economy and powers communities and customers across the country. The electric power industry supports more than 7 million jobs and contributes at least 5 percent annually to our nation's GDP.

In addition to our U.S. members, EEL has more than 70 international electric companies as International Members, and hundreds of industry suppliers and related organizations as Associate Members.

Organized in 1933, EEL provides public policy leadership, strategic business intelligence, and essential conferences and forums that drive industry innovation and collaboration.

## Leading the Way to a Reliable, Secure Energy Future

We depend on electricity to run our economy and to power our daily lives. EEL's member companies know that their customers are counting on them to deliver this energy safely, 24 hours a day, 365 days a year, when and where it's needed.

Across the country, EEL's member companies are hard at work meeting today's energy challenges. They're strengthening and securing the energy grid to meet growing demand and to reduce outages and recover faster when they happen. They're advancing energy innovation while working to keep customer bills as low as possible and to meet the needs of their communities. And, they're using a diverse, balanced, and domestic energy mix that is increasingly clean and helps ensure reliability.

Thanks largely to the leadership of EEL's member companies, carbon emissions from the U.S. electric power sector today are as low as they were nearly 50 years ago, while electricity use has more than doubled since then.

With electricity demand growing at the fastest pace in decades, EEL's member companies are positioned to lead and to meet this demand safely and reliably.

## Our Federal and State Policy Activities

EEL's member companies are among the most regulated companies in the country, and EEL engages on their behalf with federal and state legislators, regulators, and other policymakers through lobbying, advocacy, and regulatory proceedings, with the goal of providing customers with the affordable, reliable, and resilient clean energy they need and expect.

EEL also engages with a range of other industry stakeholders on issues related to grid reliability; cyber and physical security; mutual assistance and disaster response; finance and tax matters; and programs, services, and solutions for electricity customers.

## EEL's Core Budget

EEL's core budget is funded through member dues. EEL's Board of Directors approves EEL's budget annually, including any increase in dues and expected expenditures. In general, the dues a company pays are a function of its average number of customers, total revenues attributed to its electric operations, and owned generating capacity. For transmission-only members, dues reflect total revenues attributed to electric operations and to transmission and distribution year-end assets that are either wholly or jointly owned.

Total dues revenue for 2025 is anticipated to be \$63.8 million; non-dues revenue, from meetings, publications, and international and associate memberships, is expected to be \$21.5 million.

EEL's core budget is devoted to business and policy issues that support our member companies' commitment to providing affordable, reliable, and resilient clean energy to the customers and communities they serve. The budget includes employee salaries and benefits, general office expenses and overhead, and programs and activities.

EEL's Board of Directors approved core budget expenditures by issue area for 2025 as follows:

Business and Policy Issues	Core 2025 Expense Budget <i>(in millions of \$s)</i>
Clean Energy, Climate & Environmental Regulations	14.4
Grid Security, Reliability, and Resilience	11.6
Grid Investment & Modernization	8.3
Customer Issues and Electric Transportation	8.3
Finance and Taxes	7.5
Member Services	5.5
Human Resources/Workforce Development	4.2
FERC and State Regulatory Policy	4.0
<b>Total</b>	<b>63.8</b>



## Lobbying Expenditures and Disclosure

EEL reports its lobbying expenses to Congress as required by federal law via the quarterly filing of Lobbying Disclosure Reports. EEL uses the definitions provided by both the Lobbying Disclosure Act and the Internal Revenue Code (IRC) section 162(e) to identify lobbying expenses. This includes both federal lobbying and state-level lobbying and grassroots advocacy.

Following are links to EEL's lobbying disclosure reports for 2024:

- [Quarter 1](#)
- [Quarter 2](#)
- [Quarter 3](#)
- [Quarter 4](#)

EEL estimates the amount of member dues that likely will be spent on lobbying each year and provides that percentage to members as part of their annual dues invoice. EEL provides an actual percentage at the end of the year after all reports have been filed.

In 2024, 14.1 percent of EEL dues were used for lobbying activities. For 2025, we estimate a similar amount.

In addition, EEL runs the Political Action Committee (PAC) known as PowerPAC. PowerPAC is funded by contributions made by EEL member companies, member company executives and other employees, and eligible EEL employees. EEL matches employee PowerPAC contributions, directed to the charity of an employee's choice. In 2024, the PowerPAC match was approximately \$57,400 and came from EEL's core budget.

PowerPAC reports its activities to the Federal Election Commission (FEC) every month as required by law. These reports can be found on the [FEC website](#).

## Contributions

EEL makes contributions to various political and charitable groups, including IRC section 501(c)(4) and section 527 organizations. The amounts for the 501(c)(4) and section 527 organizations are included in the amounts EEL reports to members as lobbying expenses. The 2024 contributions to these groups totaled approximately \$822,000. A similar contributions budget is expected for 2025.

A complete list of the groups to which EEL makes contributions that are greater than \$5,000 is reported each year on the Form 990, Return of Organization Exempt From Income Tax, filed with the Internal Revenue Service.

EEL's 2024 Form 990 can be found [here](#).

Organizations to which EEL contributed more than \$5,000 in 2023 include:

- |  |  |
|--|--|
| ■ African American Mayors Association      | ■ American Benefits Council                  |
| ■ All Hazards Consortium                   | ■ American Cancer Society                    |
| ■ Alliance to Save Energy                  | ■ American Gas Association                   |
| ■ Alzheimer's Association                  | ■ American Legislative Exchange Council      |
| ■ American Association of Blacks in Energy | ■ American Society of Association Executives |

*(continued)*

(Contributions, continued)

- Americans for Tax Reform\*
- Business Council for Sustainable Energy
- Center for Energy Workforce Development
- Citizens Against Government Waste
- Citizens for Responsible Energy Solutions\*
- Commercial Drone Alliance
- Community Leaders of America <sup>†</sup>
- Conference of Western Attorneys General
- Congressional Black Caucus Institute\*
- Congressional Hispanic Caucus Institute, Inc.
- Congressional Hispanic Leadership Institute, Inc.
- Congressional Sports for Charity
- Consumer Energy Alliance\*
- Democratic Attorneys General Association <sup>†</sup>
- Democratic Governors Association <sup>†</sup>
- Democratic Legislative Campaign Committee <sup>†</sup>
- Democratic Mayors Association <sup>†</sup>
- Electric Drive Transportation Association
- Electrical Safety Foundation International
- Environmental Council of the States
- Forth Mobility Fund
- Freight Rail Customer Alliance
- GOPAC, Inc. <sup>†</sup>
- Hispanics for Energy
- Horton's Kids, Inc.
- Institute for Energy Research
- J Street Cup DBA NGS Invitational
- Keystone Policy Center
- Maine Affordable Energy <sup>†</sup>
- March on Washington Film Festival
- Mid-America Regulatory Conference, Inc.
- Mid-Atlantic Conference of Regulatory Utilities Commissioners
- NALEO Educational Fund
- National Association of Counties\*
- National Association of Manufacturers
- National Association of Regulatory Utility Commissioners\*
- National Association of State Energy Officials
- National Association of State Utility Consumer Advocates\*
- National Black Caucus of State Legislators
- National Capital Area Council Boy Scouts of America
- National Conference of State Legislatures
- National Democratic Club
- National Endangered Species Act Reform Coalition
- National Energy & Utility Affordability Coalition
- National Energy Resources Organization
- National Foundation for Women Legislators
- National Governors Association
- National Hispanic Caucus of State Legislators
- National Labor & Management Public Affairs Committee
- National League of Cities\*
- National Multiple Sclerosis Society
- National Organization of Black Elected Legislative Women
- National Urban League, Inc.
- NCSL Foundation for State Legislatures
- New England Conference of Public Utilities Commissioners
- No Blank Checks <sup>†</sup>
- North American Electric Reliability Corporation
- North American Energy Standards Board
- Northwestern University
- Prevent Cancer Foundation
- Public Affairs Council\*
- Republican Governors Association <sup>†</sup>

(continued)

*(Contributions, continued)*

- Republican State Leadership Committee <sup>†</sup>
- Resources for the Future, Inc.
- Roosevelt Institute
- Senate Presidents' Forum
- Sexual Minority Youth Assistance League, Inc.
- So Others Might Eat
- Southeastern Association of Regulatory Utility Commissioners
- Southern States Energy Board
- St. Coletta of Greater Washington
- Taxpayers Protection Alliance\*
- The American Consumer Institute Center for Citizen Research
- The Artists and Athletes Alliance
- The Aspen Institute
- The Congressional Institute\*
- The Council of State Governments
- The Latino Coalition
- The Peregrine Fund, Inc.
- The Permitting Institute
- United States Conference of Mayors
- United States Hispanic Chamber of Commerce
- University of Missouri-FRI/PUD
- U.S. Chamber of Commerce
- U.S. Navy Memorial Foundation
- Washington Humane Society
- Washington State Society
- Washington Tennis & Education Foundation
- Western Conference of Public Service Commissioners
- Western Governors' Association
- Women's Energy Summit

\* 501(c)(4) organization

† Section 527 entity

## Separately Funded Activities

Some EEI member companies choose to pay for separate activities and programs that fall outside of the core EEI budget. EEI runs these programs for the benefit of these members. These activities and their expected budgets for 2025 are noted below.

For a fee, members and other electric companies can access a range of employment tests that are validated specifically for job functions within the electric industry, including power plant operators, maintenance and craft positions, power dispatching positions, and customer service representatives, among others. Fees are based on the size of the company. These funds are not used for lobbying or advocacy. More information about the Employment Testing Consortium can be found [here](#).

In addition, most EEI member companies contribute to the Restoration, Operations, and Crisis Management Program (Restore Power), which focuses on improvements to industry-wide responses to major outages; continuity of industry and business operations; and EEI's all hazards (storms, wildfires, cyber, etc.) support and coordination of the industry during times of crisis. Contributions to Restore Power depend on the number of customers a member company has, with a maximum contribution of \$15,000 annually. These funds are not used for lobbying or advocacy.

In 2006, federal energy regulators approved the Spare Transformer Equipment Program (STEP), an electric industry program that strengthens the sector's ability to restore the nation's transmission system more quickly in the event of a terrorist attack. STEP represents a coordinated approach to increasing the industry's inventory of spare transformers and to streamlining the process of transferring those transformers to affected companies in the event of a transmission outage caused by a terrorist attack. To participate in STEP, members make an annual voluntary contribution of not more than \$8,500. These funds are not used for lobbying or advocacy. More information about STEP can be found [here](#).

Activity	Budget (\$s)
Employment Testing Consortium	3,454,000
Restoration, Operations & Crisis Management (Restore Power)	589,000
Spare Transformer Equipment Program	416,000

## Emerging Issues

Many EEI member companies choose to make an additional annual contribution of 10 percent of their dues to an emerging issues fund. This fund, controlled by EEI's President & CEO, is designed to allow EEI to respond to issues that were not expected and could not be planned for during the normal budgeting process. In addition, these funds are used to pay for political consultants, litigation expenses, and engagement in state legislation and policy matters.

The 2025 emerging issues budget is \$6 million.

Some of these funds are used for any advertising that EEI does, particularly social media ads designed to educate the public about power restoration events; public and media relations; and public opinion polling. In 2024, approximately \$136,000 was spent on advertising, including social media ads and radio spots designed to educate the public about power restoration events; approximately \$625,000 was spent on public and media relations. For 2025, these expenses are expected to be similar.

EEI estimates the amount of funds in the emerging issues budget that likely will be spent on lobbying each year and provides that percentage to members as part of their annual dues invoice. EEI provides an actual percentage at the end of the year.

In 2024, 29.9 percent of these funds were used on lobbying activities. For 2025, EEI estimates that this amount will be about the same.

## Charitable Organizations and Foundations

EEI has two associated IRC section 501(c)(3) organizations: The Center for Energy Workforce Development (CEWD) and The Thomas Alva Edison Foundation (Edison Foundation).

EEI pays dues of \$100,000 to CEWD annually. These funds are from the core budget. In 2025, EEI anticipates providing \$300,000 of in-kind support to CEWD in the form of administrative, accounting, and legal support services.

EEI does not make any contributions to the Edison Foundation, nor do we anticipate providing any in-kind support in 2025.

EEI member companies can choose to support these organizations via separate voluntary contributions. To learn more about these groups, visit:

[The Center for Energy Workforce Development](#)

[The Edison Foundation](#)

## About EEI

The **Edison Electric Institute** (EEI) is the association that represents all U.S. investor-owned electric companies. Our members provide electricity for nearly 250 million Americans, and operate in all 50 states and the District of Columbia. As a whole, the electric power industry supports more than 7 million jobs in communities across the United States. In addition to our U.S. members, EEI has more than 70 international electric companies with operations in more than 90 countries, as International Members, and hundreds of industry suppliers and related organizations as Associate Members.

Organized in 1933, EEI provides public policy leadership, strategic business intelligence, and essential conferences and forums.

For more information, visit our Web site at **[www.eei.org](http://www.eei.org)**.

## Contact

**Victoria Calderon**  
Corporate Counsel  
[vcalderson@eei.org](mailto:vcalderson@eei.org)  
202-508-5757

April 2025



**Edison Electric Institute**  
701 Pennsylvania Avenue, NW  
Washington, DC 20004-2696  
202-508-5000 | [www.eei.org](http://www.eei.org)



/EdisonElectricInstitute  
@Edison\_Electric  
Edison Electric Institute



## **Edison Electric Institute Mutual Assistance Agreement**

Edison Electric Institute ("EEI") member companies have established and implemented an effective system whereby member companies may receive and provide assistance in the form of personnel and equipment to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). This Mutual Assistance Agreement sets forth the terms and conditions to which the undersigned EEI member company ("Participating Company") agrees to be bound on all occasions that it requests and receives ("Requesting Company") or provides ("Responding Company") Emergency Assistance from or to another Participating Company who has also signed the EEI Mutual Assistance Agreement; provided, however, that if a Requesting Company and one or more Responding Companies are parties to another mutual assistance agreement at the time of the Emergency Assistance is requested, such other mutual assistance agreement shall govern the Emergency Assistance among those Participating Companies.

In consideration of the foregoing, the Participating Company hereby agrees as follows:

1. When providing Emergency Assistance to or receiving Emergency Assistance from another Participating Company, the Participating Company will adhere to the written principles developed by EEI members to govern Emergency Assistance arrangements among member companies ("EEI Principles"), that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each Participating Company.
2. With respect to each Emergency Assistance event, Requesting Companies agree that they will reimburse Responding Companies for all costs and expenses incurred by Responding Companies in providing Emergency Assistance as provided under the EEI Principles, unless otherwise agreed to in writing by each Participating Company; provided, however, that Responding Companies must maintain auditable records in a manner consistent with the EEI Principles.
3. During each Emergency Assistance event, the conduct of the Requesting Companies and the Responding Companies shall be subject to the liability and indemnification provisions set forth in the EEI Principles.
4. A Participating Company may withdraw from this Agreement at any time. In such an event, the company should provide written notice to EEI's Vice President of Security and Preparedness or his/her designee.

5. EEI's Senior Director of Preparedness and Recovery Policy or his/her designee who shall maintain a list of each Mutual Assistance Agreement Participating Company Signatory which shall be posted in the RestorePower Workroom on <http://engage.eei.org>.

---

Company Name

---

Signature

Officer Name:

Title:

Date:





## **SUGGESTED GOVERNING PRINCIPLES COVERING EMERGENCY ASSISTANCE ARRANGEMENTS BETWEEN EDISON ELECTRIC INSTITUTE MEMBER COMPANIES**

Electric companies have occasion to call upon other companies for emergency assistance in the form of personnel or equipment to aid in maintaining or restoring electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the parties deem emergency assistance to be necessary or advisable. While it is acknowledged that a company is not under any obligation to furnish such emergency assistance, experience indicates that companies are willing to furnish such assistance when personnel or equipment are available.

In the absence of a continuing formal contract between a company requesting emergency assistance ("Requesting Company") and a company willing to furnish such assistance ("Responding Company"), the following principles are suggested as the basis for a contract governing emergency assistance to be established at the time such assistance is requested:

1. The emergency assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Company in response to the Requesting Company's needs. (This would include any request for the Responding Company to prepare its employees and/or equipment for transport to the Requesting Company's location but to await further instructions before departing). The emergency assistance period shall terminate when such employees and/or equipment have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
2. To the extent possible, the companies should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the companies should agree on the process for replacing or providing extra rest for the Responding Company's employees. It is understood and agreed that if, in the Responding Company's judgment such action becomes necessary the decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Responding Company. The Requesting Company will take the necessary action to return such employees, contractors, and equipment promptly.
3. Employees of Responding Company shall at all times during the emergency assistance period continue to be employees of Responding Company and shall not be deemed employees of Requesting Company for any purpose. Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.
4. Responding Company shall make available upon request supervision in addition to crew leads. All instructions for work to be done by Responding Company's crews shall be given by



Requesting Company to Responding Company's supervision; or, when Responding Company's crews are to work in widely separate areas, to such of Responding Company's crew lead as may be designated for the purpose by Responding Company's supervision.

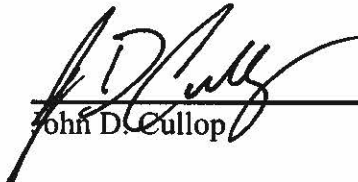
5. Unless otherwise agreed by the companies, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Company shall normally be responsible for arranging lodging and meals en route to the Requesting Company and for the return trip home. The cost for these in transit expenses will be covered by the Requesting Company.
6. Responding Company's safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Company's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Companies.
7. All time sheets and work records pertaining to Responding Company's employees furnishing emergency assistance shall be kept by Responding Company.
8. Requesting Company shall indicate to Responding Company the type and size of trucks and other equipment desired as well as the number of job function of employees requested but the extent to which Responding Company makes available such equipment and employees shall be at Responding Company's sole discretion.
9. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall furnish documentation of expenses to Requesting Company. Such costs and expenses shall include, but not be limited to, the following:
  - a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
  - b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
  - c. Replacement cost of materials and supplies expended or furnished.
  - d. Repair or replacement cost of equipment damaged or lost.
  - e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.
  - f. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.
10. Requesting Company shall pay all costs and expenses of Responding Company within sixty days after receiving a final invoice therefor.

11. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Company except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company. Where payments are made by the Responding Company under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company.
12. In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under paragraph (11) above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Company shall cooperate with Requesting Company's reasonable efforts to investigate, defend and settle the claim or lawsuit.
13. Non-affected companies should consider the release of contractors during restoration activities. The non-affected company shall supply the requesting companies with contact information of the contactors (this may be simply supplying the contractors name). The contractors will negotiate directly with requesting companies.

Date	Description
October 2014	Sections 4, 5, and 10
September 2005	Sections 11 and 12

## VERIFICATION

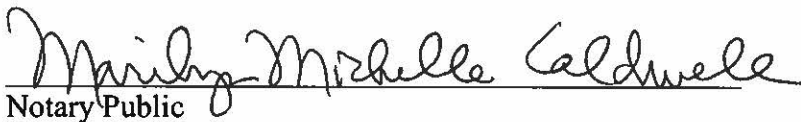
The undersigned, John D. Cullop, being duly sworn, deposes and says he is the Regulatory Consultant Senior for Kentucky Power, that he has personal knowledge of the matters set forth in the foregoing testimony and the information contained therein is true and correct to the best of his information, knowledge, and belief after reasonable inquiry.

  
John D. Cullop

Commonwealth of Kentucky )  
  )  
County of Boyd )

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County  
and State, by John D. Cullop, on December 17, 2025

  
Notary Public

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

