DATA REQUEST

KPSC 1_1 Refer to the Application, Item 7 on page 3. Provide an explanation for why storms not classified as a "Major Event Days" should be given regulatory asset treatment as an extraordinary and sufficiently significant, nonrecurring expense.

RESPONSE

Although the Severe Storms at issue in this proceeding were not classified as Major Event Days (meaning that the CMI associated with the storms was not great enough to exceed the Tmed threshold), the costs incurred to restore service after each storm were nonetheless significant. For example, three of the five storm events resulted in estimated restoration costs above $750,000 (February 11, March 31, and April 3). The estimated total restoration cost for the March 31, 2025 storm event was approximately $1.7 million, which is more than the total restoration cost for the March 25, 2023 Major Storm event for which the Commission approved regulatory asset treatment in Case No. 2023-00137.

Further, the storms experienced by the Company in 2025 have become more severe and volatile, despite not crossing the Major Event Day threshold. This is due in part to the fact that the Tmed threshold has increased as a result of the five-year CMI average including several extreme storms (including the 2020 Easter Storm, 2021 ice storm, and the 2022 thousand-year flood events). Also, as shown in KPCO_R_KPSC_1_1_Attachment1, which reflects the estimated costs at the time of the Application, the costs associated with the 2025 non-JMED storms in this Application significantly exceed the costs of the non-JMED storms experienced in 2024. The average incremental cost resulting from the non-JMED events experienced in 2024 was approximately $157,000 and only one event exceeded the $400,000 threshold for incremental distribution O&M related to those events. The incremental cost resulting from the 2025 non-JMED storms in this Application average approximately $404,000, and three events exceeded the threshold for incremental distribution O&M related to those events. This further supports that even the non-Major Event Day storms are growing more volatile and severe, making them extraordinary and sufficiently significant.

Moreover, the Major Event Day classification has, in the past, been used as an objective measure to determine whether costs were sufficiently extraordinary such that they are appropriate for regulatory asset treatment. However, it is not the exclusive measure by which the Commission may make such a determination. Nor is it always the appropriate measure. As the Company’s evidence in KPCO_R_KPSC_1_1_Attachment1 and the Application shows, even though the Severe Storms at issue in this Application were not classified as Major Event Days, the costs resulting from those storms were certainly extraordinary. For those reasons, the costs are appropriate for regulatory asset treatment.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_2 Refer to the Application, Exhibit 2. Provide a breakdown of the estimated costs for each of the other contractors used in response to the February 11, March 31, April 3-4, and May 1-3, 2025 storms.

RESPONSE

Please see KPCO_R_KPSC_1_2_Attachment1.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_3 From January 1, 2025, through August 31, 2025, provide:

a. Storm damage operating and maintenance expenses.

b. For each expense identified in response to 3. a., provide the related Commission case number.

RESPONSE

a-b. Please see KPCO_R_KPSC_1_3_Attachment1.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_4 Refer to the Application, Items 25, 33, 41, 49, and 57, which states preliminary records for expected damages. Confirm the following equipment is still the most recent listing for damages due to the listed storm. If not confirmed, explain why. Also, provide an approximate age of the equipment damaged, by type of equipment.:

a. Confirm six transformers, 10 sets of cross arms, 14 broken poles, and 59 spans of conductor were damaged due to the February 11, 2025, storm.

b. Confirm four transformers, 11 broken poles, 18 sets of cross arms, and 72 spans of conductor were damaged due to the March 31, 2025 storm .

c. Confirm seven transformers, seven sets of cross arms, 15 broken poles and 117 spans of conductor were damaged due to the April 3-4, 2025 storm.

d. Confirm four cross arms, six transformers, 11 broken poles, and 52 spans of wire were damaged due to the May 1-3, 2025 storm.

e. Confirm two set of cross arms, four transformers, nine broken poles, and 79 spans of conductor were damaged due to the May 20-21, 2025 storm.

RESPONSE

a. The Company assumes that the question should read as “Confirm six transformers, 10 broken poles, 14 sets of cross arms, and 59 spans of conductor were damaged due to the February 11, 2025 storm” consistent with the Company’s application at item 25. Accordingly, the Company confirms these numbers remain the most recent listing for damages due to the February 11, 2025 severe storm.

b.-e. Confirmed.

The Company does not generally replace its distribution equipment based on age and thus does not maintain its records in a manner that would allow the Company to provide the requested data for cross arms and conductors.

Nonetheless, this information is available for poles and transformers. Accordingly, the approximate average age of damaged poles was 45 years and the approximate average age of transformers was 48 years.

Witness: Tanner S. Wolffram

Kentucky Power Company
KPSC Case No. 2025-00291
Commission Staff's First Set of Data Requests
Dated September 23, 2025

DATA REQUEST

KPSC 1_5 Explain how Kentucky Power determines when to seek a regulatory asset for storm or other weather-related expenses, including any monetary or asset thresholds.

RESPONSE

The Company does not set monetary or asset thresholds to determine when to seek approval to create a regulatory asset for weather-related expenses. The Company evaluates whether to seek such approval independently and considers multiple factors, including but not limited to the Company's financial condition, the total storm restoration cost, the level of storm expenses approved in base rates at the time, the amount of storm restoration costs that are incremental to the level of storm expense approved in base rates, the total and incremental amount of storm expenses incurred year-to-date, and the timing of the storm(s) and expense incurred.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_6 Explain what efforts Kentucky Power is taking to harden its distribution and transmission systems from storm or other weather related damage.

RESPONSE

Kentucky Power has implemented various projects to harden the distribution and transmission systems make the system more resilient to storms, the primary ones include but are not necessarily limited to:

Distribution – Heavy Loading
Beginning in January 2014 the Company has been systematically upgrading overhead line support structures such as poles and cross arms to heavy strength loading standards. This upgrade is also consistent with the Commission's September 2009 report, after the September 2008 Wind Storm and January 2009 Ice Storm recommending that "…utilities consider upgrading to heavy loading standards in some circumstances. For example, it may be beneficial to shorten span lengths when building lines in treed areas, thus improving the ability of those lines to sustain the weight of fallen vegetation."[1]

The hardening of the distribution system through the heavy loading standard improves system resilience during major storm events, aiding in withstanding the impacts of severe weather. The Company's Vegetation Management Programs work in conjunction with this loading standard to harden the system.

Distribution – Vegetation Management Programs
The Company's Trees Inside the Rights-of-Ways ("TIR") and Trees Outside the Rights-of-Ways ("TOR") programs widen existing clearance zones, remove large trees inside and outside the rights-of-way, or establish new clearance zones for new construction. The Company's files an annual report on its distribution vegetation management by April 1st of each year which provides information on both the TIR and TOR programs. Based on the success of these programs, the Company is proposing to expand the programs in its current rate case, Case No. 2025-00257.

[1] See The Kentucky Public Service Commission Report on the September 2008 Wind Storm and the January 2009 Ice Storm, "Ike and Ice Report," November 19, 2009, Finding and Recommendation B1, at page 83.

Transmission – Vegetation Management Programs
The Company's TIR and TOR programs remove large trees inside the rights-of-way, remove identified hazard trees outside of the rights-of-way, and widen select rights-of-way uphill to reduce the potential of tree fall-ins in high-risk areas.

Transmission – Standards and Equipment
Kentucky Power, as part of the AEP system, adopts the latest National Electric Safety Code ("NESC") standards as they are released and accepted by the states that govern AEP. These standards establish rules for the practical safeguarding of persons during the installation, operation and maintenance of electric lines and associated equipment. Updates and line design changes are programmed into AEP's computer line design programs in a timely manner and rolled out to each operating company for engineering design work. Any area that requires a higher grade of construction is identified in the software and is automatically available for use.

Additionally, Kentucky Power leverages the materials and process standards accredited by the American National Standards Institute ("ANSI") for new construction and system maintenance and applies local knowledge when appropriate. The Company also adheres to standards set forth through North American Electric Reliability Corporation ("NERC") and the guidelines of PJM.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_7 Refer to the Application, page 14, paragraph 71.

a. Explain whether using Incident Command System mitigates cost associated with storm repair.

RESPONSE

The Incident Command System ("ICS") can mitigate storm costs; however, the ICS was not activated during any of the storms at issue in this case.

As the Company explained in paragraphs 70 and 71 of the Application, when storm damage is sufficiently manageable such that escalation to the ICS is unnecessary, the Company restores service to customers quickly and efficiently using established operating procedures similar to those employed by the ICS. The Company considered escalating to the ICS for each of the Severe Storms at issue in this case. However, the Company made the reasonable and prudent decision to handle the restoration efforts with a combination of internal employees, baseload contractors, mutual assistance crews from its affiliates, and, for the February 11, 2025 event, local off-site contract crews. Doing so helped limit the costs of restoration while not materially impacting the Company's ability to restore service to customers safely, quickly, and efficiently.

Witness: Tanner S. Wolffram

Kentucky Power Company
KPSC Case No. 2025-00291
Commission Staff's First Set of Data Requests
Dated September 23, 2025

DATA REQUEST

KPSC 1_8 Refer to the Application, page 13, paragraph 65.

a. Provide the Edison Electric Institute governing principles for emergency assistance.

b. Explain whether Edison Electric Institute principles is the standard that is utilized by American Electric Power (AEP).

RESPONSE

a. Please see KPCO_R_KPSC_1_8_Attachment1.

b. The governing principles are utilized by AEP and multiple investor-owned utilities.

Witness: Tanner S. Wolffram

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:

Edison Electric INSTITUTE

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

DATA REQUEST

KPSC 1_9 Refer to Case No. 2023-00159,2 January 19, 2024 Order.

a. Confirm that the level of total distribution major and non-major storm project expense used in the 12-month period ending March 31, 2023, was $7.3 million. If not confirmed, provide the correct amount.

b. Refer also to the present case, Application, page 5, paragraphs 12 and 13. All else being equal, confirm that if Kentucky Power had established a higher distribution major and non-major storm project expense of $7.3 million in base rates, that "a large portion of the costs sought to be deferred in this Application would have been recovered through base rates, and there would have been a lesser effect on the Company's financial condition." If not confirmed, explain why not.

RESPONSE

a. The actual level of storm expense incurred during the test year (the 12 months ended March 31, 2023) in Case No. 2023-00159, was $7.3 million for distribution storm expense and $0.1 million for transmission storm expense. The three-year average actual total storm expense was $9.4 million (excluding the February 2021 Ice Storm and July 2022 Flood expense). In an effort to mitigate the base rate increase impact on customers, the Company proposed an adjustment to reduce the distribution storm expense level in base rates to $1.0 million and maintain the transmission expense level of $0.1 million. The Commission approved those adjustments.

b. The Company can neither confirm nor deny the statement in the request as the request calls for speculation as to multiple factors. Notwithstanding, had the level of storm expense in base rates been set at $7.3 million in Case No. 2023-00159 instead of $1.1 million, then the Company still would have sought to defer the estimated $10.7 million of incremental storm costs incurred during the January and February 2025 Major Event storms in Case No. 2025-00031. If the Commission had again only allowed the Company to defer "the amount of jurisdictional incremental storm-related O&M expense to the extent it exceeds the [amount] embedded in Kentucky Power's base rates,"[2] even if that amount was $7.3 million, then Kentucky Power would be in the same situation. It would

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[2] Order at 5, *In The Matter Of: Electronic Application Of Kentucky Power Company For An Order Approving Accounting Practices To Establish A Regulatory Asset Related To The Extraordinary Expenses Incurred By Kentucky Power Company In Connection With The January 5, 2025 And February 15, 2025 Major Event Storms*, Case No. 2025-00031 (Ky. P.S.C. March 31, 2025).

still be the case that, "[h]ad the Company been permitted to defer the entirety of the costs associated with the January 5, 2025 and February 15, 2025 Major Event Storms, a large portion of the costs sought to be deferred in this Application would have been recovered through base rates, and there would have been a lesser effect on the Company's financial condition."

That being said, it is important to note that the Company proposed to set the base level of storm expense to $1.1 million in Case No. 2023-00159 as part of its efforts to reduce the revenue requirement request in that case, which resulted in a lower requested base rate increase for customers. In fact, setting the level of storm expense in base rates at $7.3 million would have increased the Company's revenue requirement in that case by $6.2 million, which ultimately would have been passed onto customers. Instead, setting the level of storm expense in base rates to $1.1 million, and later deferring those storm costs that exceed the base amount provides benefits to both the Company and customers by allowing the Company to maintain its financial condition while balancing immediate rate impacts to customers. Storm costs that are deferred can be recovered later and over a longer period of time.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_10 Refer to the Application, paragraph 7. Explain whether Kentucky Power has previously sought and received approval for regulatory asset treatment that did not exceed the threshold for Major Event Days.

RESPONSE

The Company is not aware of any instances where it has sought approval to defer expenses from storms not classified as Major Event Days. Please see the Company’s response to KPSC 1-1 for a discussion of why regulatory asset treatment is nonetheless appropriate for costs resulting from storms not classified as Major Event Days.

Witness: Tanner S. Wolffram

VERIFICATION

The undersigned, Tanner S. Wolffram, being duly sworn, deposes and says he is the Director of Regulatory Services for Kentucky Power, 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.

Tanner S. Wolffram

Tanner S. Wolffram

Commonwealth of Kentucky)
) Case No. 2025-00291
County of Boyd)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Tanner S. Wolffram, on September 30, 2025.

Marilyn Michelle Caldwell

Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841