

**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) AN ORDER	)	
APPROVING ITS 2017 ENVIRONMENTAL COMPLIANCE	)	Case No.
PLAN; (3) AN ORDER APPROVING ITS TARIFFS AND	)	2017-00179
RIDERS; (4) AN ORDER APPROVING ACCOUNTING	)	
PRACTICES TO ESTABLISH REGULATORY ASSETS AND	)	
LIABILITIES; AND (5) AN ORDER GRANTING ALL	)	
OTHER REQUIRED APPROVALS AND RELIEF	)	

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**MOTION FOR LEAVE TO INTERVENE**

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Comes now Riverside Generating Company, L.L.C. (“Riverside”), by counsel, pursuant to 807 KAR 5:001, Section 4(11) and other applicable law, and for its Motion for Leave to Intervene in the above-styled proceeding, respectfully states as follows:

1. Riverside is a Delaware limited liability company with its principal office in East Brunswick, New Jersey. Riverside’s mailing address is 1 Tower Center, 21<sup>st</sup> Floor, East Brunswick, New Jersey 08816, and its electronic mail address is gscienski@lspower.com. Counsel authorized to represent Riverside in this matter and take service of all documents is identified below. Said counsel possesses the facilities to receive electronic transmissions at the electronic mail addresses provided.

2. Riverside owns and operates a total of five (5) natural gas-fired generating units with a combined capacity of approximately 836 MW split across two (2) sites in Lawrence County, Kentucky. Riverside sells the output of its facilities at wholesale into the marketplace of PJM Interconnection, LLC (“PJM”), and both of Riverside’s generating sites are interconnected

with Kentucky Power Company (“Kentucky Power”) at its nearby Baker Switchyard. Riverside is also a customer of Kentucky Power, historically and presently receiving Station Power service under the utility’s retail Tariff N.U.G. (Non-Utility Generator).<sup>1</sup>

3. For the past several months, Riverside and Kentucky Power have engaged in discussions regarding the appropriate interpretation (and resulting applicability) of Tariff N.U.G. as it pertains to Riverside’s Lawrence County facilities. These discussions have focused on Riverside’s ability to take service under PJM’s Open Access Transmission Tariff (“OATT”), consistent with the “Special Terms and Conditions” portion of Kentucky Power’s Commission-approved retail Tariff N.U.G., and the discussions remain ongoing.

4. As part of this proceeding, Kentucky Power seeks to change the terms of its Tariff N.U.G.<sup>2</sup> While the first notable amendment proposed by Kentucky Power, which seeks “to remove an antiquated clause regarding potential future transmission congestion charges,<sup>3</sup>” appears largely innocuous, Kentucky Power has also proposed revisions to specific language contained in Tariff N.U.G.’s “Special Terms and Conditions.” These latter proposed revisions are not only relevant to the parties’ ongoing discussions, but indeed go to the very heart of the applicability of Tariff N.U.G. to Riverside. Kentucky Power’s decision to provide little explanation or justification for its proposed alterations,<sup>4</sup> as well as its witness’ baffling statement

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<sup>1</sup> Although an important exception exists, the terms of Kentucky Power’s Tariff N.U.G. generally require a generator customer seeking Station Power to accept service “under the generally available demand-metered tariff appropriate for the customer’s Station Power requirements.” With respect to Riverside, Kentucky Power has determined to charge the rates prescribed in its Tariff I.G.S. (Industrial General Service).

<sup>2</sup> Of course, Kentucky Power also seeks in this proceeding to significantly amend the rates and terms of its Tariff I.G.S., which is another aspect of this case in which Riverside has a special, demonstrated interest.

<sup>3</sup> See Kentucky Power’s Application, Section III, Volume 4, Testimony of Alex E. Vaughan (“Vaughan Testimony”), at p. 25, lines 13-14 (tendered June 28, 2017).

<sup>4</sup> See Kentucky Power’s Application, Section II, Exhibit F, at p. 4 (“The Company modified Tariff N.U.G. to ... clarify the requirement to take service under the Open Access Transmission Tariff for remote self-supply.”); Application, Section III, Volume 4, Testimony of Stephen L. Sharp, Jr., at p. 28, lines 18-20 (“In addition, the

that “there are no customers currently on the NUG tariff...,”<sup>5</sup> necessitate further examination by interested parties and this Commission.

5. Riverside has a special interest in this case that is not otherwise adequately represented. Riverside is a sizeable merchant generator interconnected with Kentucky Power and the wholesale transmission system that has unique electric service needs; the nature of the service Riverside may receive from Kentucky Power (*e.g.*, Startup Power, Station Power) is unlike the service received by most (if not all) of Kentucky Power’s other customers, and it appears that Riverside may be Kentucky Power’s only customer that has any interest in the terms of Tariff N.U.G. Moreover, no party granted or seeking intervention in this proceeding adequately represents Riverside’s special interest in the relevant tariff. While the Attorney General, through his Office of Rate Intervention, effectively represents the interests of similarly-situated (and primarily residential) retail electric customers, Riverside—and only Riverside—has the familiarity, expertise, and interest necessary to ensure all relevant considerations are sufficiently examined from an intervenor perspective as part of this rate adjustment and tariff amendment process.

6. Riverside’s special interest in this proceeding, which is not otherwise adequately represented, is precisely the type of interest that the Commission’s intervention regulation contemplates.<sup>6</sup> The applicable regulation also independently supports Riverside’s intervention herein based on the likelihood that it would result in a better informed Commission.<sup>7</sup> Riverside’s

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Company is proposing language under the tariff’s special terms and conditions to clarify the requirement to take service for remote self-supply.”); Vaughan Testimony, at p. 25, lines 18-19 (“The Company also made clarifying edits regarding the provision of station power to the special terms and conditions section.”).

<sup>5</sup> Vaughan Testimony, at p. 25, line 16.

<sup>6</sup> *See* 807 KAR 5:001 Section 4(11)b.

<sup>7</sup> *Id.*

unique perspective with respect to Tariff N.U.G., informed by past and present interactions with Kentucky Power as well as the generator's specialized operations and knowledge, will allow it to present issues and develop facts in this case that may assist the Commission in fully considering the matters presented. In particular, Riverside intends to play a constructive role in examining Kentucky Power's present and proposed Tariff N.U.G.

7. The participation of Riverside in this case is likely to benefit the Commission's decision making process and will not unduly complicate or disrupt the proceedings. Kentucky Power's Application herein renders the language and applicability of Tariff N.U.G. entirely relevant, and a proper examination of these important issues is both appropriate and necessary.

WHEREFORE, Riverside respectfully requests that it be allowed to intervene in this proceeding.

This 14<sup>th</sup> day of July, 2017.

Respectfully submitted,



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*Counsel for Riverside Generating Company, L.L.C.*

**CERTIFICATE**

In accordance with 807 KAR 5:001, Section 8, the undersigned certifies that this document is a true and accurate copy of the same document being filed in paper medium; that the electronic filing has been transmitted to the Commission on July 14, 2017; that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means; and that the original and six (6) copies of the document transmitted electronically will be filed with the Commission in paper medium within two business days from the date of the electronic filing.

A handwritten signature in blue ink, appearing to be 'D. B. G.', is written above a horizontal line.

*Counsel for Riverside Generating Company, L.L.C.*