

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

1 Please provide a copy of all documents that you intend to use at a hearing on the merits in this matter.

RESPONSE

The Company has not determined which, if any, documents it will use at the hearing in this matter. Kentucky Power will seasonably supplement this response upon identifying any such documents. Kentucky Power reserves the right to use any document of record in this case at the hearing.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 2 Please provide a copy of all workpapers prepared in conjunction with or used to support the Wohnhas Testimony and/or any response to a request for information propounded by either Riverside or Commission Staff.

RESPONSE

Please see KPCO_R_Riverside_1_2_Attachment1.xlsx which is an Excel copy of Exhibit RKW-1 filed in this case. See also the Company's response to the Commission Staff's request for information two and three filed simultaneously with the Riverside responses, June 1, 2018.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

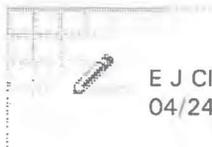
DATA REQUEST

- 3 Please provide a copy of all correspondence, e-mails, memoranda, agreements, and similar documents between or involving Kentucky Power and Riverside or Riverside's predecessors-in-interest with respect to the facilities at issue.

RESPONSE

See KPCO_R_Riverside_1_3_Attachment1.pdf for the requested information.

Witness: Ranie K. Wohnhas



E J Clayton
04/24/2001 08:21 AM

To: David M Roush/OR3/AEPIN@AEPIN, Errol K Wagner/AS1/AEPIN@AEPIN
cc:

Subject: Re: Riverside energization date

Below is the customer's estimated date for commercial operation. Any updates on special agreement?

----- Forwarded by E J Clayton/CH1/AEPIN on 04/24/2001 08:14 AM -----



Bill.Hanley@dynegy.com on 04/23/2001 01:56:56 PM

To: ejclayton@aep.com
cc:

Subject: Re: Riverside energization date

EJ,

The date is tentative, but we are hoping to have the first unit complete with testing and available for commercial operation on June 16th.

Bill

ejclayton@aep.com on 04/20/2001 10:21:00 AM

To: Bill.Hanley@dynegy.com
cc:

Subject: Re: Riverside energization date

Bill

Do you have a startup date for commercial operation of facility?

Bill.Hanley@dynegy.com on 04/19/2001 04:19:27 PM

To: ejclayton@aep.com
cc:

Subject: Riverside energization date

EJ,

I spoke to my site engineer today at Riverside and was informed that Monday, April 23rd will be the energization date for the facility. Please let me know if you have any questions.

Bill

American Electric Power
1701 Central Avenue
Ashland, KY 41105-1428



April 20, 2001

Bill Hanley
Riverside Generating Company, LLC
1000 Louisiana Street
Suite 5800
Houston, TX, 77002-5050

Dear Bill,

Enclosed for your records is a fully executed service agreement.
Please call anytime at (606) 327-1137 should you have questions, comments, etc.

Sincerely,

A handwritten signature in black ink that reads 'E. J. Clayton'. The signature is written in a cursive style with a long, sweeping tail on the 'n'.

E. J. Clayton
AEP Customer Services

is Contract, entered into this 27th day of March 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 2 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 0 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be the date service is energized.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of customers 345 kV circuit located in the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 2,300kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 2300 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

An addendum for temporary service is attached hereto and is part of this Contract.

Kentucky Power Company

Riverside Generating Company, LLC

By: Mark A. Gundelfinger

By: He NWC

Mark A. Gundelfinger

C.P. Manalac

Title: Manager

Title: Vice President

Date: 4/18/01

Date: March 27, 2001

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE

Application of this agreement under tariff QP is for temporary service only, with expiration date not to exceed customer specified commercial 'in service' date for facility.

Kentucky Power Company

By: Mark A. Gundelfinger

Mark A. Gundelfinger

Title: Manager

Date: 4/18/01

Riverside Generating Company, LLC

By: G.P. Manalec

G.P. Manalec

Title: Vice-President

Date: March 27, 2001

From: Errol K Wagner on 07/06/2001 01:05 PM
To: Kevin F Duffy/OR2/AEPIN@AEPIN
cc: E J Clayton/CH1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
Subject: Re: Service Agreement 

Privileged

David M Roush

David M Roush
07/06/01 12:41 PM

To: Errol K Wagner/AS1/AEPIN@AEPIN, Kevin F Duffy/OR2/AEPIN@AEPIN, E J
cc: Daniel R Kinney/OR4/AEPIN@AEPIN
Subject: Re: Service Agreement

Privileged

----- Forwarded by David M Roush/OR3/AEPIN on 07/06/01 12:39 PM -----

Kevin F Duffy
07/06/01 11:10 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN
cc: David M Roush/OR3/AEPIN@aepin, E J Clayton/CH1/AEPIN@aepin
Subject: Re: Service Agreement 

Privileged

This e-mail message from the Legal Department of American Electric Power is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

----- Forwarded by David M Roush/OR3/AEPIN on 07/06/01 12:39 PM -----

Errol K Wagner
07/06/01 10:12 AM

To: David M Roush/OR3/AEPIN@AEPIN, Kevin F Duffy/OR2/AEPIN@AEPIN
cc: E J Clayton/CH1/AEPIN@AEPIN
Subject: Re: Service Agreement

Privileged

----- Forwarded by Errol K Wagner/AS1/AEPIN on 07/06/01 09:51 AM -----

E J Clayton
07/06/01 09:09 AM
To: Errol K Wagner/AS1/AEPIN@AEPIN
cc:
Subject: Re: Service Agreement

Looks like this customer won't need the special agreement for backup power.
Do you have any problem with leaving them on their current QP Temporary Rate until their Illinois Power Contract is implemented September 1?

----- Forwarded by E J Clayton/CH1/AEPIN on 07/06/2001 09:12 AM -----



Bill.Hanley@dynegy.com on 07/05/2001 03:45:40 PM

To: ejclayton@aep.com
cc:

Subject: Re: Service Agreement

EJ,

It appears that based on recent developments, we will no longer need the special agreement that we had previously discussed. Jolly Hayden (Dynegy) has been working with Daniel Kinney and others with AEP in Columbus to allow us to use IP MW to serve Riverside's aux power needs on the necessary transmission becomes available on September 1st. We have been accepted on our request beginning Sept. 1st. This leaves us needing to still cover July and August with the temporary QP agreement we already have in place that expires once the facility is commercial, currently we estimate that Riverside will be commercial in early August. I would like to amend or change the temporary QP agreement to allow us to go thru August whether Riverside is commercial or not.

Thanks for your help with this matter.

Bill

ejclayton@aep
.com

07/05/01
02:10 PM

To: Bill.Hanley@dynegy.com
cc:
Subject: Service Agreement

Bill

I received your message on the temporary service agreement. From your description, you would like to extend the temporary agreement to August 31, 2001, or until an agreement is in place for 5 MW from Illinois Power. Would you still need the special agreement discussed previously? A special agreement is being developed for implementation on your commercial start date.

E. J. Clayton
(606) 327-1137



Bill.Hanley@dynegy.com on 04/02/2001 03:56:43 PM

To: ejclayton@aep.com
cc:

Subject: Re: Contracts

FYI, just let me know when you have an energization date for Riverside so that I can pass it on to EJ Clayton at AEP.

Tnx.

Bill

ejclayton@aep.com on 04/02/2001 08:50:46 AM

To: Bill.Hanley@dynegy.com
cc:

Subject: Contracts

Bill

You should be receiving original agreements in the mail for the Riverside Generating 345 kV Service. Please authorize these and return to my attention and I will forward executed originals to your attention. Since I have the authorized fax agreement from you, I can request energizing of service anytime. I am currently waiting for your request on a service date.

Dynegy Inc
1000 Louisiana Street, Suite 5800
Houston, Texas 77002
Phone 713.507.6400

facsimile



Date: March 29, 2001
To: EJ Clayton
Fax: 606-327-1246
Subject: Start-up Power
From: Bill Hanley
Phone: 713-767-8635
Fax: 713-767-8506
Pages: 3

EJ,

Attached is an executed (by Riverside) copy of our start-up power agreement. Once Mark Gundelfinger signs the agreement, please fax back a copy to me at 713-767-8506.

The energization date is undetermined at this time. We will keep you informed about the date once it has been established.

Dynegy's Project Manager for Riverside has verified that BE&K's construction power feed is isolated from the 345 kV service addressed by the attached agreement.

Please call me at (713) 767-8635 if you have any questions.

Sincerely,

Bill Hanley

This Contract, entered into this 27th day of March 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-6150, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Cadottburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 2 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 9 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be the date service is energized.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of customer's 345 kV circuit located in the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 2,300kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 1300 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

An addendum for temporary service is attached hereto and is part of this Contract

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: Thomas G. Ateak

Mark A. Gundelfinger

THOMAS G. ATEAK

Title: Manager

Title: VICE PRESIDENT

Date: _____

Date: 3-29-01

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE

Application of this agreement under tariff QP is for temporary service only, with expiration date not to exceed customer specified commercial 'in service' date for facility.

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: Thomas G. Arce

Mark A. Gundelfinger

THOMAS G. ARCE

Title: Manager

Title: VICE PRESIDENT

Date: _____

Date: 3-28-01

American Electric Power
1701 Central Avenue
Ashland, KY 41105-1428



March 28, 2001

Bill Hanley
Dynergy Engineering, Inc.
1000 Louisiana Street, Suite 5800
Houston, TX 77002-5050

Dear Bill,

Please authorize both copies of the enclosed electrical services agreement and return the completed forms to my attention in the enclosed envelope. An executed agreement will be returned to your attention.

For your review, I have also included the Kentucky Terms and Conditions for Tariff QP. Should you have any questions, please contact me at (606) 327-1137.

Sincerely,

A handwritten signature in black ink that reads 'E. J. Clayton'. The signature is written in a cursive style with a long, sweeping underline.

E. J. Clayton
AEP Customer Services



FAX Transmission

From: E. J. Clayton American Electric Power
Questions? Call (606) 327-1137 1701 Central Avenue
Fax (606) 327-1246 Ashland, KY 41105
To: Bill Hanley
Company: Dynergy Engineering, Inc.
Address: 1000 Louisiana Street, Suite Fax: 713-767-8506
5800 Houston TX 77002
Date: March 28, 2001
Time: 10:06AM :Pages (including this one)
Subject: Riverside Service Agreement

Bill

If the information on the attached service agreement is correct, please authorize and return to my attention at the fax number above.

Please specify a date for energizing the service.

Also, for safety reasons, please provide a brief written statement of the measures taken to separate the existing distribution construction power service at the facility, from the 345 kV service addressed by this agreement.

Upon receipt of the faxed agreement confirmation, I will issue original contract forms to your attention for authorization and return in the mail.

E. J. Clayton, P.E.
AEP Customer Services

This Contract, entered into this 27th day of March 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 2 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 0 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be the date service is energized.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of customers 345 kV circuit located in the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 2,300kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 2300 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

An addendum for temporary service is attached hereto and is part of this Contract.

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: _____

Mark A. Gundelfinger

Title: Manager

Title: _____

Date: _____

Date: _____

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE

Application of this agreement under tariff QP is for temporary service only, with expiration date not to exceed customer specified commercial 'in service' date for facility.

Kentucky Power Company

By: _____

Mark A. Gundelfinger

Title: **Manager**

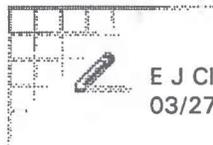
Date: _____

Riverside Generating Company, LLC

By: _____

Title: _____

Date: _____



E J Clayton
03/27/2001 04:58 PM

To: Errol K Wagner/AS1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
cc:

Subject: Riverside Generating(Dynergy)
Temporary Service Agreement

Draft copy of temporary agreement.



Riverside Generating Service Agreement.



E J Clayton
03/27/2001 03:51 PM

To: Robert W Wells/AS1/AEPIN@AEPIN

cc:

Subject: Riverside Generating LLC

Please enter metering information for billing per the following order. This customer is requesting service by March 30 and will be served under QP Transmission(Tariff 360).

TRKI OSP953 03 01011 TRK SUMMARY INQ 03/27/01 14:30:06 S90GSX66
SUB 013 ORDER 032705681 TYPE NIO2 NEW INST - METER ONLY XREF CC
STATUS PR APPROVED CS MKTG ENGN LINE MTR L LNK RMK
CUST NM: RIVERSIDE GENERATING COMPANY, LLC ACCT NO 034 873 686 0 RM
SERV ADDR: RT 2 BOX 296 CITY CATLETTSBURG
PH 606 686 1098 B WORK ORDER/TYPE /
CUST CONTACT NM BILL HANLEY PHONE NBR 713 767 8635 W
EST CNSTR COST TOTAL E.A.R.
EST TOTAL COST INCREASED E.A.R.
PRINT STATUS PROP LOC/POLE #
REQUESTED / READY DATE 03/30/01 LAST PRINT LOC
ORDER ORIG BY / DATE CLAYTOE / 03/27/01
ORDER UPDATED BY / DATE CLAYTOE / 03/27/01
ORDER COMPLTD BY / DATE /
SCHD ST DATE ACTUAL ST DATE COMPL DATE
LINE
METER
PHYS WORK COMPL DATE
SERVICE EFFECT DATE
DESC: INPUT METER FOR AEP BILLING SYSTEM UNDER CONTRACT QP RATE(2300 KW
)

NEXT DATA _____
09-REQ 10-TRACKDTL 11-TRKPRMPT 12-CANCEL

TRKI OSP953 03 01011 TRK SUMMARY INQ 03/27/01 14:30:06 S90GSX66
B 013 ORDER 032705681 TYPE NI02 NEW INST - METER ONLY XREF CC
STATUS PR APPROVED CS MKTG ENGN LINE MTR L LNK RMK
CUST NM: RIVERSIDE GENERATING COMPANY, LLC ACCT NO 034 873 686 0 RM
SERV ADDR: RT 2 BOX 296 CITY CATLETTSBURG
PH 606 686 1098 B WORK ORDER/TYPE /
CUST CONTACT NM BILL HANLEY PHONE NBR 713 767 8635 W
EST CNSTR COST TOTAL E.A.R.
EST TOTAL COST INCREASED E.A.R.
PRINT STATUS PROP LOC/POLE #
REQUESTED / READY DATE 03/30/01 LAST PRINT LOC
ORDER ORIG BY / DATE CLAYTOE / 03/27/01
ORDER UPDATED BY / DATE CLAYTOE / 03/27/01
ORDER COMPLTD BY / DATE /
SCHD ST DATE ACTUAL ST DATE COMPL DATE
LINE
METER
PHYS WORK COMPL DATE
SERVICE EFFECT DATE
DESC: INPUT METER FOR AEP BILLING SYSTEM UNDER CONTRACT QP RATE(2300 KW
)

EXT DATA
09-REQ 10-TRACKDTL 11-TRKPRMPT 12-CANCEL

Status: Submitted For Approval

DRAFT

This Contract, entered into this 27th day of March 2001, by and between Kentucky Power Company dba American Electric Power, hereafter call the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 2 month(s) from th time such service is commenced, and continuing thereafter until terminated upon 0 months' written notice given by either party of its intention to terminat Contract. The date that service shall be deemed to have commenced under this Contract shall be the date service is energized.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of customers 345 kV circuit located in the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contra The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or met owned and installed by the Company and located at AEP Baker 345 kV Electrical Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that suc options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of t Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivere hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to prov service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such se at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 2,300kW. If a time-of-day demand is available under the tarif is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 2300 kW.

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An addendum for temporary service is attached hereto and is part of this Contract.

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: _____

Mark A. Gundelfinger

Title: Manager

Title: _____

Date: _____

Date: _____

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE

Application of this agreement under tariff QP is for temporary service only, with expiration date not to exceed customer specified commercial 'in service' date for facility.

Kentucky Power Company

By: _____

Mark A. Gundelfinger

Title: **Manager**

Date: _____

Riverside Generating Company, LLC

By: _____

Title: _____

Date: _____



Bill.Hanley@dynegy.com on 03/27/2001 03:34:16 PM

To: ejclayton@aep.com
cc:

Subject: Re: Issue of Start-up Power and Station Power-Riverside Generating

No special tax status.

ejclayton@aep.com on 03/27/2001 01:12:40 PM

To: Bill.Hanley@dynegy.com
cc:

Subject: Re: Issue of Start-up Power and Station Power-Riverside
Generating

I am including the account within the Lawrence County Kentucky Tax
District. Please notify if special tax status is applicable.

Bill.Hanley@dynegy.com on 03/27/2001 02:50:39 PM

To: ejclayton@aep.com
cc:

Subject: Re: Issue of Start-up Power and Station Power-Riverside
Generating

EJ,

Local contact for Riverside - Dariusz Rekowski (Plant Supervisor)
606-686-1098. I am awaiting a call back from my engineer on separating
existing construction electrical service from the back up power service.
I'll call you as soon as I hear back from him today.

Bill

ejclayton@aep.com on 03/27/2001 12:31:56 PM

To: Bill.Hanley@dynegy.com
cc:

Subject: Re: Issue of Start-up Power and Station Power-Riverside
Generating

Bill

I need a local contact and phone number for the facility, to use in our billing system.

Also, please provide brief explanation for separating the existing construction electrical service and the 345 kV service used for back-up power.

Bill.Hanley@dynegy.com on 03/26/2001 09:58:43 AM

To: Jim.Berra@dynegy.com
cc: deguill@aep.co, doho@dynegy.com, ejclayton@aep.com,
mksachdeva@aep.com, dgcipriany@aep.com, mchau2@aep.com,
pbjohnson@aep.com, lchutchison@aep.com

Subject: Re: Issue of Start-up Power and Station Power-Riverside
Generating

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Bill Hanley
713-767-8635

From: Jim Berra on 03/23/2001 04:53 PM

To: Bill Hanley/HOU/Dynegy@Dynegy
cc:

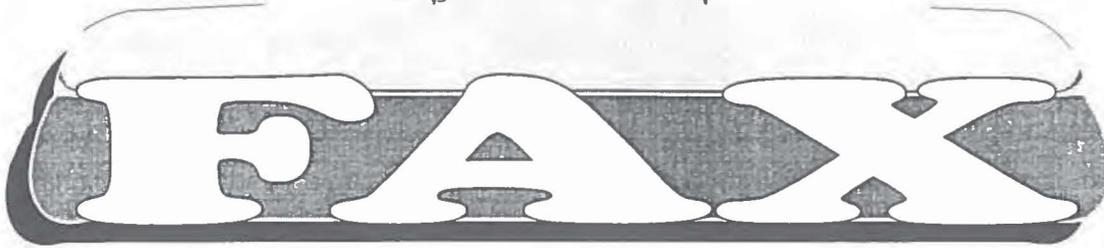
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Or, preferably, go ahead and send a status update to all of the addressees on the below email.

Thanks,
JB.



To: John Sode 600-1335 FAX

From: EJ Clayton

Pages (with cover): _____

Our FAX Number is 606/327-1246.

Message: Service Agreement requires customer signature before connection.

Estimated minimum monthly bill based on 750 KVA

Contract capacity is \$1,464 + applicable surcharges.

John - Unless I hear otherwise, I will assume you

are collection temporary CIAC, underground charges & applicable agreement.

Problems? Call _____



DRAFT

This Contract, entered into this 27th day of July 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2 Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 2 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 1 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be the date service is energized.

The electric energy delivered hereunder shall be alternating current at approximately 7200/12470 volts, 4-wire, 3-phase, and it shall be delivered ?????, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located ?????.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff LARGE GENERAL SERVICE - PRIMARY, code 244. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff LARGE GENERAL SERVICE - PRIMARY, code 244, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 750kVA. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: _____

Mark A. Gundelfinger

Title: Manager

Title: _____

Date: _____

Date: _____

Post-It Fax Note 7671		Date	# of pages 10/11
To EJ CLAYTON	From JOHN SODE		
Co./Dept.	Co.		
Phone #	Phone #		
Fax # 600-1246	Fax #		



An LD-Pro® Worksketch

Job Name: RIVERSIDE GENE. LLC. US ROUTE 23 CATLETTSBURG

Location:

Co: 03	Work Order: 011557	Sta/Circuit Name:	Bucket Truck?: Y
OPS Order(s): SC01#039707688		Sta/Circuit Number: 0002 02	Truck to Site?: Y
JU Proposal(s):		Voltage: 12KV	4 WD?: N
R/W#:		Phases: 3 PHASE	County: LAWRENCE
		Date: 6/22/01	Map: 358
		Print #:	Quad: 83
		Drawn By: JOHN SODE	Scale: NTS
			Page: 1 of 1

CNTA MCSIB1 03 01011 CONTRACT SCREEN 07/27/01 10:25:42 S90GSX66
Y B & K CONSTRUCTION 10/30/00 037-831-184-0 ACTIVE
ZELDA CATLETTSBU 211 240 LGS SEC LC&I 17 53
CONTR EFF 10/31/00 CONTR EXPR 10/31/02 SPEC MIN AMT CD
CUST CNCT SPEC ADDN AMT CD
ORIG CONTR DT IRP-FIRM LD
EFF BILL PER 07/24/01 TAR CD 240 ENGR NO 220 MIN BILNG DEM
EXPR BIL PER 10/31/02 CANCEL NOTIF 01 MO MUL PLANT EXCLUSION
ONP/TOT OFF LST CHG DT ORIG MIN BILNG DEM RIDER
CONTR CAP 200.0 TRAN MTR KW
HPD HPD CD
MISC AGREEMENTS
EDR'S ONP/TOT OFF CNTR EDR DT CD AGR NO
E1 BASE DEM AGR EFF DT
E2 BASE DEM ORIG AMT 0.00
E3 BASE DEM
EDR OPTION EDR TOD CD EDR NEW CUST **RURAL LINE EXT**
RE MOS RE AGR NO
SEND BILL N ACTN M RE MIN
RMK REVIEW CONTRACT
PREP YOUNGK APR REJ RSN RMK _____

NEXT DATA _____
09-APPROVE 11-REJECT 12-CANCEL

Contact GENE Formyduval to see if they intend
to keep service.
This one of (2) existing service's at site.



David M Roush

03/26/2001 11:41:09 AM

To: E J Clayton/CH1/AEPIN@AEPIN
cc: Errol K Wagner/AS1/AEPIN@AEPIN

Subject: Re: Issue of Start-up Power and Station Power-Riverside Generating 

I agree that temporary QP service is what should be used for the next few months until commercial operation / the in-service date.

The contract for "black start"/station power after commercial operation (early June) may or may not have an interruptible feature. Interruptibility has not even been discussed internally.

E J Clayton



E J Clayton
03/26/2001 09:55 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
cc:

Subject: Re: Issue of Start-up Power and Station Power-Riverside Generating

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E. J. aud 600-1137

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If retail electricity consumers in the area where the new generator is located have supplier choice, pursuant to a state-sponsored retail access program, Station Power may be purchased from any approved retail Provider and delivered TO the new generating station through wholesale transmission service transactions, complying with state specific and local electric utility provisions and tariffs for customer classes. Specifically, in such cases, Station Power may be delivered to the site, either through the local distribution system or the Transmission System interconnection and GSU facilities, provided that such deliveries (to the distribution utility company or interconnection point) are made pursuant to pre-arranged power delivery schedules. All such schedules must be made in the form specified by the Transmission Provider, consistent with NERC protocols for electronic scheduling (e-Tagging), and must also be valid transactions under a Transmission Service Reservation of Point-to-Point or Network Integration Transmission Service Agreements pursuant to the AEP Companies' (or successor Transmission Provider's) Open Access Transmission Tariff (OATT).

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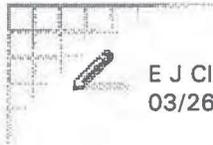
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If you have any questions, please call.

Thanks and have a great day

Mohan Sachdeva

Transmission and Interconnection Services
American Electric Power
1 Riverside Plaza Columbus, OH 43215
PHONE: (614) 223-2375, FAX (614) 223-1555 OR 2399 E-MAIL:
MKSachdeva@aep.com



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03/26/2001 10:55 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
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PHONE: (614) 223-2375, FAX (614) 223-1555 OR 2399 E-MAIL:
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E J Clayton
03/23/2001 08:08 AM

To: David M Roush/OR3/AEPIN@AEPIN, Errol K Wagner/AS1/AEPIN@AEPIN
cc:

Subject: Re: address

Upon your confirmation, I will create a QP Service Agreement effective March 31 which is good for 2 months(until the customer begins commercial operation). I can include addendum comments on the service agreement, as necessary.

----- Forwarded by E J Clayton/CH1/AEPIN on 03/23/2001 07:45 AM -----



Bill.Hanley@dynegy.com on 03/22/2001 02:10:01 PM

To: ejclayton@aep.com
cc:

Subject: Re: address

EJ,

My address at Dynegy is:

1000 Louisiana Street, Suite 5800
Houston, TX 77002-5050

Additionally, we want to contract for 2,250 kW under the temporary QP Tariff as that is the maximum load we would incur during testing. However, we want to contract for 4,500 kW under the interruptible tariff that we anticipate implementing once we are commercial in June.

Thanks,

Bill

ejclayton@aep.com on 03/22/2001 08:53:10 AM

To: Bill.Hanley@dynegy.com
cc:

Subject: Re: address

Bill

I will need your address for mailing the service agreement for authorization.

Also, I presume you want to contract for 2,500 kW. If the contract capacity is less, please note the QP rate specifies capacity terms in

increments of 100 kW.

I have included my address below for future reference.

American Electric Power
1701 Central Avenue
Ashland, KY 41101

E. J. Clayton
Customer Services Engineer
(606) 327-1137
(606) 327-1246 fax



Bill.Hanley@dynegy.com on 03/22/2001 02:10:01 PM

To: ejclayton@aep.com
cc:

Subject: Re: address

EJ,

My address at Dynegy is:

1000 Louisiana Street, Suite 5800
Houston, TX 77002-5050

Additionally, we want to contract for 2,250 kW under the temporary QP
Tariff as that is the maximum load we would incur during testing. However,
we want to contract for 4,500 kW under the interruptible tariff that we
anticipate implementing once we are commercial in June.

Thanks,

Bill

ejclayton@aep.com on 03/22/2001 08:53:10 AM

To: Bill.Hanley@dynegy.com
cc:

Subject: Re: address

Bill

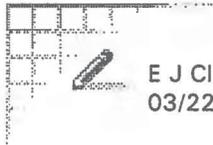
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I have included my address below for future reference.

American Electric Power
1701 Central Avenue
Ashland, KY 41101

E. J. Clayton
Customer Services Engineer
(606) 327-1137
(606) 327-1246 fax



E J Clayton
03/22/2001 10:47 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN
cc:

Subject: Re: Request for Service 

I was referring to the Special Terms Section of the Rate, stating customers having other energy sources can purchase backup electric service from the company based on a contracted maximum demand. Should the special agreement not work out, I would think the customer could purchase and be invoiced for any backup energy under the terms of this rate. This is what we discussed when I initially contacted you regarding this customer inquiry.

From: Errol K Wagner on 03/22/2001 10:25 AM

From: Errol K Wagner on 03/22/2001 10:25 AM

To: E J Clayton/CH1/AEPIN@AEPIN
cc: David M Roush/OR3/AEPIN@AEPIN

Subject: Re: Request for Service 

EJ

This Customer can not commercially operate his plant under the filed QP tariff. The needs to understand that prior to generating energy for sale a special contract need to be in place and approved by the Commission. Therefore, your statement that you can change the contract expiration date and acquire customer approval of a standard QP contract is not appropriate for this customer.

E J Clayton

E J Clayton
03/22/01 09:28 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
cc: Mark A Gundelfinger/OR3/AEPIN@AEPIN
Subject: Request for Service

Please verify approval to establish this customer on a temporary QP Rate for approximately 2 months, waiving the initial term of 2 years. I will process the service agreement with the customer with plans to convert the service after commission approval of a negotiated agreement. Should approval of the special agreement fail, I can change the contract expiration date and acquire customer approval of a standard QP contract.

----- Forwarded by E J Clayton/CH1/AEPIN on 03/22/2001 08:39 AM -----



Bill.Hanley@dynegy.com on 03/21/2001 02:49:36 PM

To: ejclayton@aep.com
cc:

Subject: Request for Service

E.J. ,

Following up on our conference call this morning, I am writing to formally request aux/start-up power service for Riverside Generating Company, L.L.C. (partnership name for the Dynegy entity that owns the Riverside Generating Station).

The business address for Riverside is 1000 Louisiana Street, Suite 5800, Houston, TX 77002-5050. I will send you the plant address in a subsequent email.

Riverside normal operating profile will require approximately 100-200 kw's most of the time. When one of our turbines is running, the electricity needs for the balance of plant will be parasited from our generator rather than the aux power supply. When we are starting a turbine, the instantaneous demand for aux. power will be approximately 2,250 kW's for under a 15 minute period of time. We plan to start the 2nd and 3rd units off of electricity generated by the first unit started. There will be rare instances where we will start 2 units simultaneously off of aux. power requiring approximately 4,500 kW's instantaneously for less than 15 minutes. We anticipate starting our units once each business day from June - September and several times throughout the remaining months for an estimated total of 100 starts per year.

Please email me back any questions or specific information you need from me about Riverside.

As we discussed today, we would like to temporarily sign up under AEP's Tariff Q.P. by March 31st while we work towards agreeing on an interruptible power or special contract for aux. power and await approval from the commission.

Please email or fax me a copy of what we need to sign for the temporary Tariff Q.P. as soon as you have something you can give me.

I look forward to working with you and appreciate AEP's help with this matter.

Bill Hanley
Asset Manager
Dynegy Marketing & Trade
713-767-8635
fax 713-767-8506

----- Forwarded by E J Clayton/CH1/AEPIN on 03/22/2001 08:39 AM -----

Bill.Hanley@dynegy.com on 03/21/2001 04:09:07 PM



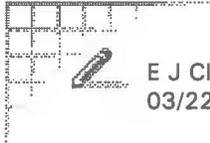
To: ejclayton@aep.com
cc:

Subject: Re: address

Below is the address for the Riverside plant:

Rt.2, Box 296

Catlettsburg, KY 41129



E J Clayton
03/22/2001 09:28 AM

To: Errol K Wagner/AS1/AEPIN@AEPIN, David M Roush/OR3/AEPIN@AEPIN
cc: Mark A Gundelfinger/OR3/AEPIN@AEPIN

Subject: Request for Service

Please verify approval to establish this customer on a temporary QP Rate for approximately 2 months, waiving the initial term of 2 years. I will process the service agreement with the customer with plans to convert the service after commission approval of a negotiated agreement. Should approval of the special agreement fail, I can change the contract expiration date and acquire customer approval of a standard QP contract.

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Bill Hanley
Asset Manager
Dynegy Marketing & Trade
713-767-8635
fax 713-767-8506

FACSIMILE COVER



Date: 11-28-01
To: Jim Current
Company: Dynegy
Phone: _____
Fax: (713) 767-8521

From: **E. J. Clayton, P.E., C.E.M.**
Customer Services Engineer
Customer Services
606 327 1137
Fax 606 327 1246
Pager 606 327 0817
e-mail ejclayton@aep.com

Company: _____

Phone: _____

Fax: _____



American Electric Power
1701 Central Avenue
Ashland, KY 41101
www.aep.com

AEP: America's Energy PartnerSM

Number Of Pages Including This Cover Page: _____

Comments:

Jim:
Complete item # 2 on attached addendum form
if interested in this Kentucky Tariff.
We will derive an applicable energy rate & terms
for the startup energy based on the operating information
you provide.

E. J.

AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-1
SHEET NO. _____
PSC ELECTRIC NO. 7

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the customer's generator shall be separately metered and provided in accordance with the generally available demand metered tariff appropriate for such service to the customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 28-2)

DATE OF ISSUE August 20, 2001 DATE EFFECTIVE September 27, 2001

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter by the Public Service Commission dated October 2, 2001

AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-2
 SHEET NO. _____

PSC ELECTRIC NO. 7

**TARIFF N.U.G.(Cont'd)
 (Non-Utility Generator)**

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the customer for Startup Power Service under the terms of this tariff, the Company will provide the customer a written offer containing the Notification Requirements (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P., T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand Management Adjustment Clause, and the Net Merger Savings Credit.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	Subtransmission 392	Transmission 393
Reservation Charge per kW	\$ 3.25	\$ 2.28
Reactive Demand Charge for each kiloVAR of maximum Leading or Lagging Reactive Demand in Excess of 50% of the kW of monthly metered demand.....	\$ 0.60 per kVAR	

Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15 minute Integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months

Monthly Billing Energy

Interval billing energy shall be measured each 15 minute interval of the month as the total kWh registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customer in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

DATE OF ISSUE August 20, 2001 DATE EFFECTIVE September 27, 2001

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of a letter by the Public Service Commission dated October 2, 2001

AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-3
SHEET NO. _____

PSC ELECTRIC NO. 7

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TERM OF CONTRACT

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE August 20, 2001

DATE EFFECTIVE September 27, 2001

ISSUED BY E. K. Wagner DIRECTOR OF REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter of Public Service Commission dated October 2, 2001

ADDENDUM ____
Startup Power Service

- I. This Addendum supplements and amends the Contract for Station Power Service dated _____ by and between Kentucky Power Company (Company), d/b/a American Electric Power, and _____ (Customer) for service to the premises located at _____.
- II. The Customer elects to take Startup Power Service under the Company's Tariff N.U.G.

In accordance with Tariff N.U.G., the Customer hereby establishes the following:

1. Station Contract Capacity of _____ kW, as specified in the Contract for Station Power Service.
2. Startup Contract Capacity of _____ kW.
3. Startup Duration of no more than _____ hours per event.
4. Startup Frequency of no more than _____ events per year.
5. Other Startup Characteristics of _____

III. Notification Requirement: _____

IV. Generation Rates: _____

V. This Addendum shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company
d/b/a American Electric Power

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

SIM [unclear] Energy
11/28/01

50 - 150 days Summer
start periodically through Winter
for checkout
Predominant Load starting motors

EX. 2 MVA - Startup
300kVA - Station (LGS RATE)
billing demand 2300 - 300 = 2000 kW

Startup Power LF = 30%
Transmission Charge - \$ 2.28 x 2000 kW = \$4,560

$$\frac{\text{Energy hrs/period}}{\text{bill demand}} = \text{LF}$$

$$\text{Energy/month} = (30\%)(2000)(730) = 481,800 \text{ kWh}$$

Privileged

Non-responsive
Privileged

Dynegy is part of Illinois is affiliated with Illinois Power
Enviro - Power - prompted NUG Agreement

Non Utility Generator - Anybody having generation
Riverside would qualify.

One benefit might be reduction in customer contract term.

AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-1
SHEET NO. _____
PSC ELECTRIC NO. 7

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the customer's generator shall be separately metered and provided in accordance with the generally available demand metered tariff appropriate for such service to the customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
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3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

11/28/01
Lft msg with
Error

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall coordinate with the Company.

The customer shall coordinate its construction operations do not cause any undue interference with the Company's system or any system in which it imposes a burden on the Company's system or any system in which it

...ial agreement with the
...e that the customer's
...its other customers or

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand metered tariff appropriate for the customer.

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Startup Duration - The customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 28-2)

DATE OF ISSUE August 20, 2001 DATE EFFECTIVE September 27, 2001

ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter by the Public Service Commission dated October 2, 2001

AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-2
 SHEET NO. _____

PSC ELECTRIC NO 7

**TARIFF N.U.G.(Cont'd)
 (Non-Utility Generator)**

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the customer for Startup Power Service under the terms of this tariff, the Company will provide the customer a written offer containing the Notification Requirements (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P., T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand Management Adjustment Clause, and the Net Merger Savings Credit.

3B with Addendum

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

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- Reservation Charge

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*Station CC
4*

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AMERICAN ELECTRIC POWER

CANCELING ORIGINAL SHEET NO. 28-3
SHEET NO. _____

PSC ELECTRIC NO. 7

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TERM OF CONTRACT

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE August 20, 2001

DATE EFFECTIVE September 27, 2001

ISSUED BY E. K. Wagner DIRECTOR OF REGULATORY SERVICES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of a letter of Public Service Commission dated October 2, 2001

Dynergy Marketing and Trade
1000 Louisiana Street, Suite 5800
Houston, Texas 77002
Phone 713.507.6400
www.dynergy.com



November 19, 2001

American Electric Power
1701 Central Avenue
Ashland, KY 4105-1428
Attn: E.J. Clayton

Dear E.J.

Enclosed you will find two (2) electrical services agreements executed by Dynergy. Please sign and send one (1) fully executed original back to me and keep one (1) fully executed original for your files.

Please feel free to call me with any questions at (713) 507-3935.

Sincerely

A handwritten signature in black ink that reads "Jim Current". The signature is written in a cursive, flowing style.

Jim Current
Asset Manager

This Contract, entered into this 26th day of October 2001, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 24 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be November 1, 2001.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of customers 345 kV circuit located in the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 2,300kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 2300 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

By: _____

Mark A. Gundelfinger

Title: Manager

Date: _____

Riverside Generating Company, LLC

By: Jesson Bradshaw

JESSON BRADSHAW

Title: VICE PRESIDENT

Date: NOVEMBER 19, 2001

Dynegy Marketing and Trade
1000 Louisiana Street, Suite 5800
Houston, Texas 77002
Phone 713.507.6400
www.dynegy.com



November 19, 2001

American Electric Power
1701 Central Avenue
Ashland, KY 4105-1428
Attn: E.J. Clayton

Dear E.J.

Enclosed you will find two (2) electrical services agreements executed by Dynegy. Please sign and send one (1) fully executed original back to me and keep one (1) fully executed original for your files.

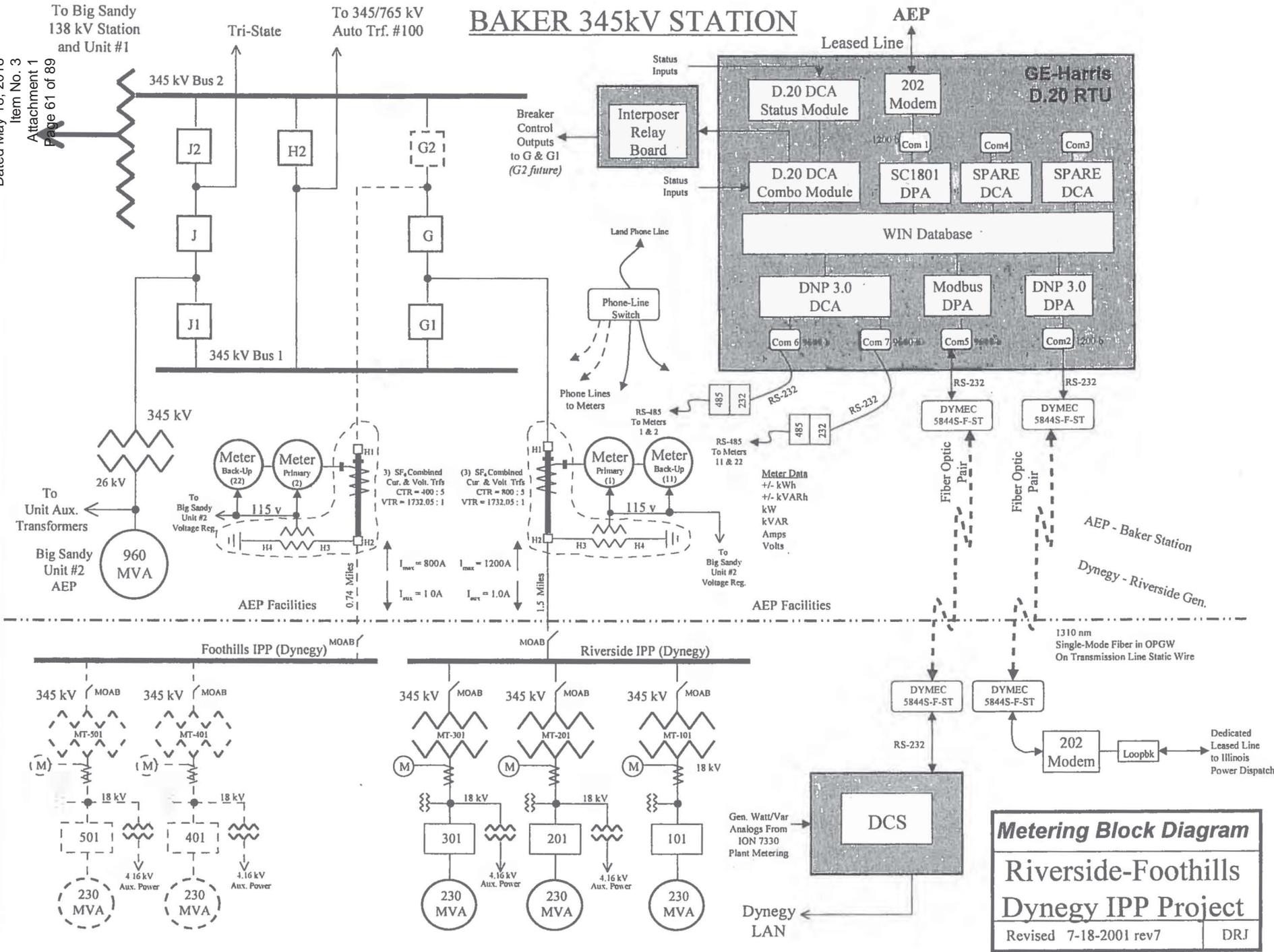
Please feel free to call me with any questions at (713) 507-3935.

Sincerely

A handwritten signature in black ink that reads "Jim Current". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Jim Current
Asset Manager

BAKER 345kV STATION



Metering Block Diagram
Riverside-Foothills
Dynege IPP Project
 Revised 7-18-2001 rev7 DRJ

E J Clayton
12/12/01 10:09 AM

To: David M Roush/OR3/AEPIN
cc: Errol K Wagner/AS1/AEPIN@AEPIN
Subject: Re: NUG - Dynegy 

The customer has confirmed that 3,300 kW is the total load which could be used at the facility during a startup event.
I have set them up on a QP Rate beginning Nov. 1 for their backup power requirements. This should suffice until terms for an optional NUG service request are completed.
David M Roush



David M Roush
12/07/01 11:12 AM

To: E J Clayton/CH1/AEPIN@AEPIN, Errol K Wagner/AS1/AEPIN@AEPIN
cc:
Subject: Re: NUG - Dynegy 

We have to work with the wholesale structuring desk to develop a price proposal. Our experience on other projects is that they are not very rapid to respond. However, this is our first NUG/IPP request.

One clarifying question, during a startup event will the customer require a total of 2,500 kW or 3,300 kW. As written, I would assume 3,300 kW, since the first 800 kW of use would always be considered station use and billed at whichever tariff rate for station service. That may not be what the customer intended.

If timing is an issue, I think we could allow them to "go month to month" on QP, until we can finalize a proposal for them.

E J Clayton

E J Clayton
12/07/01 10:51 AM

To: David M Roush/OR3/AEPIN@AEPIN, Errol K Wagner/AS1/AEPIN@AEPIN
cc:
Subject: NUG - Dynegy

The customer has called about an update on their request for applicable account information on the NUG Tariff.

Any updates on the tariff parameters?

----- Forwarded by E J Clayton/CH1/AEPIN on 12/07/01 10:56 AM -----

E J Clayton
11/30/01 09:57 AM

To: David M Roush/OR3/AEPIN, errol Wagner
cc:
Subject: NUG - Dynegy

Jim Current, Asset Manager with Dynegy has provided the following information for the NUG Tariff Agreement.

Station Contract Capacity	800 kW
Startup Contract Capacity	2,500 kW
Startup Duration of no more	0.5 hours per event
Startup Frequency less than	150 events per year

Jim request the applicable tariff parameters for comparison of their existing rate(QP) versus this tariff.

With regard to the station power, the contracted capacity of 800 kW falls into the KY-LGS load range, however, LGS has no applicable transmission rate. Would this customer's station power be served by the KY-QP Rate?

E. J.

aud 600-1137

NOV. 29. 2001 3:26PM

DYNEGY

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests

NO. 5 Dated May 18, 2018

Item No. 3

Attachment 1

Page 64 of 89

Dynegy Inc.
1000 Louisiana Street, Suite 5800
Houston, Texas 77002
Phone 713.507.6400

facsimile



Date: 11/29/01

To: E.J. Clayton

Company:

Fax:

Phone:

From: Jim Current

Phone:

Fax

Pages: 2 (including fax cover page)

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the address above via the United States Postal Service. Please contact the above person if the fax is not legible.

11/29/2001 3:26PM

DYNEGY
DRAFT - FOR ESTIMATION PURPOSES ONLY

ADDENDUM
Startup Power Service

I. This Addendum supplements and amends the Contract for Station Power Service dated _____ by and between Kentucky Power Company (Company), d/b/a American Electric Power, and _____ (Customer) for service to the premises located at _____



II. The Customer elects to take Startup Power Service under the Company's Tariff N.U.G.

In accordance with Tariff N.U.G., the Customer hereby establishes the following:

- 1. Station Contract Capacity of 800 kW, as specified in the Contract for Station Power Service.
- 2. Startup Contract Capacity of 2500 kW.
- 3. Startup Duration of no more than 1/2 hours per event.
- 4. Startup Frequency of no more than _____ events per year.
- 5. Other Startup Characteristics of _____

III. Notification Requirement: _____

IV. Generation Rates: _____

V. This Addendum shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company
d/b/a American Electric Power

By: _____
(Signature)

(Printed Name)
Title: _____
Date: _____

(Customer)
By: _____
(Signature)

(Printed Name)
Title: _____
Date: _____

Jay H Johnson

09/17/01 04:22 PM

To: Don.Hoy@dynegy.com, Bryan.Johnson@Dynegy.com,
Robert.C.Havelik@Dynegy.com
cc: Timothy V Strader/AS1/AEPIN@AEPIN, Ronald J
Wellman/OR2/AEPIN@AEPIN, T David Parrish/OR2/AEPIN@AEPIN,
Jeffrey A Barsch/CA1/AEPIN@AEPIN, Tony
Paragon/CH1/AEPIN@AEPIN, James M Cheek/CH1/AEPIN@AEPIN,
Harold L Webb/AS1/AEPIN@AEPIN, Anthony J
Boyd/AS1/AEPIN@AEPIN, Brent L Busch/AS1/AEPIN@AEPIN,
Dennis R Jones/CA1/AEPIN@AEPIN, Darrell E
Guill/RO1/AEPIN@AEPIN, E J Clayton/CH1/AEPIN@AEPIN, Mohan K
Sachdeva/OR4/AEPIN@AEPIN, Paul B Johnson/OR4/AEPIN@AEPIN
Subject: Baker Station Foothills Project

Attached are the schedules for subject project which have been updated per our meeting on 9/11/01 and latest events. The construction start date and steel delivery were delayed one week. The construction start date was delayed due to not having a signed interconnection agreement. It was agreed to proceed based on filing an unexecuted agreement with FERC. Most of the steel will be shop assembled which is what caused the delay but this time should be made up by less field assembly time.

Completion date for both phases of the project remain as originally scheduled:

- Complete assembly and erection of bay #5 by 11/15/01
- Complete installation of one 345kv CB "G2" , associated equipment and place in service by 1/31/02

Our next scheduled meeting is 10/17/01



Baker Foothills add 345kv bay 9 17 0 Baker Foothills Add 345kv CB with baseline 9 17

Jay H Johnson
09/18/01 01:43 PM

To: poconnor@psdohio.com
cc: Don.Hoy@dynegy.com, Bryan.Johnson@Dynegy.com, Robert.C.Havlik@Dynegy.com, Timothy V Strader/AS1/AEPIN@AEPIN, Ronald J Wellman/OR2/AEPIN@AEPIN, T David Parrish/OR2/AEPIN@AEPIN, Jeffrey A Barsch/CA1/AEPIN@AEPIN, Tony Paragon/CH1/AEPIN@AEPIN, James M Cheek/CH1/AEPIN@AEPIN, Harold L Webb/AS1/AEPIN@AEPIN, Anthony J Boyd/AS1/AEPIN@AEPIN, Brent L Busch/AS1/AEPIN@AEPIN, Dennis R Jones/CA1/AEPIN@AEPIN, Darrell E Guill/RO1/AEPIN@AEPIN, E J Clayton/CH1/AEPIN@AEPIN, Mohan K Sachdeva/OR4/AEPIN@AEPIN, Paul B Johnson/OR4/AEPIN@AEPIN
Subject: Re: Foothills Generating, LLC

The relay settings will be available by the end of November 2001
----- Forwarded by Jay H Johnson/RO1/AEPIN on 09/18/2001 01:42 PM -----

Jay H Johnson
09/12/2001 10:20 AM

To: <poconnor@psdohio.com>
cc: "Bryan W. Johnson \\\(E-mail\\)" <Bryan.Johnson@Dynegy.com>, "Brian Tschanen \\\(E-mail\\)" <btschanen@vaughnindustries.com>, "Don Hoy \\\(E-mail\\)" <Don.Hoy@Dynegy.com>, "Jay Johnson \\\(E-mail\\)" <jhjohnson@aep.com>, "Ron Wellman \\\(E-mail\\)" <rjwellman@aep.com>, "Robert C. Havlik \\\(E-mail\\)" <Robert.C.Havlik@Dynegy.com>, Timothy V Strader/AS1/AEPIN@AEPIN
Subject: Re: Foothills Generating, LLC 

Please note comments below in red
"Paul O'Connor" <poconnor@psdohio.com>



"Paul O'Connor"
<poconnor@psdohio.com>
09/08/2001 11:10 AM
Please respond to poconnor

To: "Jay Johnson \\\(E-mail\\)" <jhjohnson@aep.com>, "Ron Wellman \\\(E-mail\\)" <rjwellman@aep.com>
cc: "Bryan W. Johnson \\\(E-mail\\)" <Bryan.Johnson@Dynegy.com>, "Don Hoy \\\(E-mail\\)" <Don.Hoy@Dynegy.com>, "Robert C. Havlik \\\(E-mail\\)" <Robert.C.Havlik@Dynegy.com>, "Brian Tschanen \\\(E-mail\\)" <btschanen@vaughnindustries.com>
Subject: Foothills Generating, LLC

Gentlemen,

Some interface questions:

The Riverside Phase conductors do not move from their existing attachments in Bay #4 at any time. Correct

The Foothills Phase conductor attachments will be located in Bay #5 at the same elevation and relative attachments as the Riverside conductors in Bay #4. (we have not seen any revised structural drawings for Baker) Will be 6 ft higher than Riverside

The existing OPGWs will end up in essentially the same locations of their present attachments except the attachment point will move to the East face of the column rather than at the static peak. This would move the attachment point approximately 2' to the East Correct

The OPGWs attachments will need to be temporarily relocated during construction of the Bay #4 vertical additions. Originally AEP was going to handle the moves to and from the temporary attachment points. However in a recent conversation with Jay, he indicated that he might want PSD to handle these relocations. I honestly see this becoming a coordination problem in the field and respectfully suggest that this work should be performed by AEP. To date PSD has not purchased any additional materials associated with the relocations of the OPGWs. AEP will not perform

We have been assuming that AEP will develop protective relay settings for the line relays including the backup ground relays at the Foothills end of the line, just as was done for Riverside. Do you have an idea when those proposed settings will be available for review? Will advise

Finally, we are still on schedule to pour the S6A foundation on 9/15. Structure S6A will be on site 9/10 and all other line materials are presently on site. KYDOT and CSX are being notified of our plans to begin the line stringing outage on 10/15. We continue to assume that Bay #5 will be available to terminate the Foothills conductors during the planned outage schedule.

Please review and let me have your responses as soon as possible.

Thanks.

Best regards,

Paul O'Connor
P.S.D., Inc.

Jay H Johnson
09/05/2001 02:22 PM

To: Masoud Rafiee/OR4/AEPIN@AEPIN, Ronald J Wellman/OR2/AEPIN@AEPIN, Dennis R Jones/CA1/AEPIN@AEPIN, Jeffrey A Barsch/CA1/AEPIN@AEPIN, T David Parrish/OR2/AEPIN@AEPIN, Matthew S Williams/OR2/AEPIN@AEPIN, Paul G Johnson Jr/CH1/AEPIN@AEPIN, Roderick A Oberster/OR4/AEPIN@AEPIN, Johnny R Garcia/OR2/AEPIN@AEPIN
cc: Ronald D Ryan/OR2/AEPIN@AEPIN, Timothy V Strader/AS1/AEPIN@AEPIN, Donald F Lowry/OR3/AEPIN@AEPIN, Mohan K Sachdeva/OR4/AEPIN@AEPIN, Anthony J Boyd/AS1/AEPIN@AEPIN, Richard D Smelker/OR4/AEPIN@AEPIN, Brent L Busch/AS1/AEPIN@AEPIN, Darrell E Guill/RO1/AEPIN@AEPIN, Terry D Hutchinson/AS1/AEPIN@AEPIN, Tony Paragon/CH1/AEPIN@AEPIN, John W Shields/OR3/AEPIN@AEPIN, Paul B Johnson/OR4/AEPIN@AEPIN, Mark G Majka/OR2/AEPIN@AEPIN, Kevin F Duffy/OR2/AEPIN@AEPIN
cc: Ronald D Ryan/OR2/AEPIN@AEPIN, Timothy V Strader/AS1/AEPIN@AEPIN, Donald F Lowry/OR3/AEPIN@AEPIN, Mohan K Sachdeva/OR4/AEPIN@AEPIN, Anthony J Boyd/AS1/AEPIN@AEPIN, Richard D Smelker/OR4/AEPIN@AEPIN, Brent L Busch/AS1/AEPIN@AEPIN, Darrell E Guill/RO1/AEPIN@AEPIN, Terry D Hutchinson/AS1/AEPIN@AEPIN, Tony Paragon/CH1/AEPIN@AEPIN, John W Shields/OR3/AEPIN@AEPIN, Paul B Johnson/OR4/AEPIN@AEPIN, Mark G Majka/OR2/AEPIN@AEPIN, Kevin F Duffy/OR2/AEPIN@AEPIN

Subject: Baker Station-Dynegy/Foothills Project

Work began on September 4, 2001 on the installation of foundations for adding a 345kv bay, one 345kv CB and associated equipment. The new bay is scheduled to be erected by November 15, 2001 and the new CB is scheduled to be placed in service by January 31, 2002.

Privileged

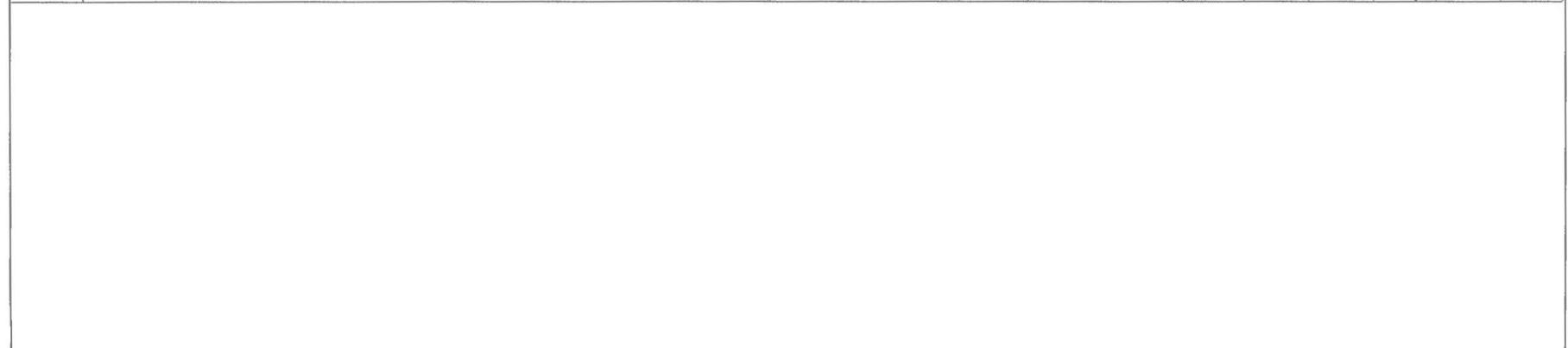
Engineering, design and construction should proceed per attached schedules.
AEP legal and contracting

Privileged



Baker_Foothills-add_345kv_bay.m Baker_Foothills-Add_345kv_CB.m

ID		Task Name	Duration	Start	Actual Start	Finish	Actual Finish	June Jun	July Jul	August Aug	Septe Sep	Octobe Oct	Novem Nov
1													
2		Baker Foothills Add 345kv Bay	100 days	Fri 06/29/01	Fri 06/29/01	Thu 11/15/01	NA						
3		Engineering & Design	31 days	Fri 06/29/01	Fri 06/29/01	Fri 08/10/01	Fri 08/10/01						
4		Preplanning	1 day	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01						
5		Work Package	15 days	Fri 06/29/01	Fri 06/29/01	Thu 07/19/01	Thu 07/19/01						
6		Initiate Work Package	15 days	Fri 06/29/01	Fri 06/29/01	Thu 07/19/01	Thu 07/19/01						
7		FWP Issued	17 days	Thu 07/19/01	Thu 07/19/01	Fri 08/10/01	Fri 08/10/01						
8		Structural Engineering	29 days	Tue 07/03/01	Tue 07/03/01	Fri 08/10/01	Fri 08/10/01						
9		Foundation & Steel Issue	1 day	Fri 08/10/01	Fri 08/10/01	Fri 08/10/01	Fri 08/10/01						
10		Order structural steel	1 day	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01						
11		Fabricate steel	70 days	Tue 07/03/01	Tue 07/03/01	Mon 10/08/01	NA						
12		Shop assemble steel	10 days	Mon 10/08/01	NA	Fri 10/19/01	NA						
13		Steel ready for delivery	1 day	Fri 10/19/01	NA	Fri 10/19/01	NA						
14		Deliver structural steel	6 days	Fri 10/19/01	NA	Fri 10/26/01	NA						
15		Construction	53 days	Tue 09/04/01	Tue 09/04/01	Thu 11/15/01	NA						
16		Construction start	1 day	Tue 09/04/01	Tue 09/04/01	Tue 09/04/01	NA						
17		Install below grade	28 days	Tue 09/04/01	Tue 09/04/01	Thu 10/11/01	NA						
18		Install above grade	24 days	Mon 10/15/01	NA	Thu 11/15/01	NA						
19		Construction complete Bay #5 erected	1 day	Thu 11/15/01	NA	Thu 11/15/01	NA						



Project: Baker Foothills add 345kv bay Date: Fri 09/21/01	Task		Summary		External Milestone	
	Split		Project Summary		Deadline	
	Progress		External Tasks			
	Milestone		External Milestone			

ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	2		
							Qtr 4	Qtr 1	Qtr 2
0	Baker_Foothills-Add_345kV_CB	362 days	Tue 01/02/01	Tue 01/02/01	Fri 06/07/02	NA			
1	Engineering & Design	252 days	Tue 01/02/01	Tue 01/02/01	Wed 01/02/02	NA			
2	Pre Planning (SE01)	10 days	Tue 06/26/01	Tue 06/26/01	Wed 07/11/01	Wed 07/11/01			
3	Work Package (SE02)	23 days	Wed 07/11/01	Wed 07/11/01	Fri 08/10/01	Fri 08/10/01			
4	Initiate Work Package IWP	16 days	Wed 07/11/01	Wed 07/11/01	Wed 08/01/01	Wed 08/01/01			
5	FWP Issued	17 days	Thu 07/19/01	Thu 07/19/01	Fri 08/10/01	Fri 08/10/01			
6	Order CT/PT	1 day	Wed 06/27/01	Wed 06/27/01	Wed 06/27/01	Wed 06/27/01			
7	Manufacture CT/PT	128 days	Wed 06/27/01	Wed 06/27/01	Wed 01/02/02	NA			
8	CT/PT Ready for Delivery	0 days	Mon 12/31/01	NA	Mon 12/31/01	NA			
9	Order CB's	1 day	Thu 06/28/01	Thu 06/28/01	Thu 06/28/01	Thu 06/28/01			
10	Manufacture CB's	91 days	Thu 06/28/01	Thu 06/28/01	Tue 11/06/01	NA			
11	CB's Ready for Delivery	0 days	Thu 11/01/01	NA	Thu 11/01/01	NA			
12	Order Steel	0.38 days	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01			
13	Manufacture Steel	70 days	Fri 06/29/01	Fri 06/29/01	Tue 10/09/01	NA			
14	Steel Ready for Delivery	5 days	Mon 10/22/01	Mon 10/22/01	Fri 10/26/01	NA			
15	Physical Design (SE06)	60 days	Fri 08/10/01	Fri 08/10/01	Fri 11/02/01	NA			
16	EA	2.5 days	Fri 08/10/01	Fri 08/10/01	Fri 11/02/01	NA			
17	EA Issued	0.13 days	Fri 11/02/01	NA	Fri 11/02/01	NA			
18	EA Repro To Field	0 days	Fri 11/02/01	NA	Fri 11/02/01	NA			
19	Elementary Design (SE07)	79 days	Tue 07/31/01	Tue 07/31/01	Mon 11/19/01	NA			
20	Elem Drawings	7.88 days	Tue 07/31/01	Tue 07/31/01	Fri 09/21/01	NA			
21	Front Views	1.5 days	Thu 09/20/01	NA	Fri 09/21/01	NA			
22	Elem Approval	0 days	Fri 09/21/01	NA	Fri 09/21/01	NA			
23	Order Swbd Pnls	1.5 days	Mon 09/24/01	NA	Tue 09/25/01	NA			
24	Fabricate Swbd Pnls	40 days	Tue 09/25/01	NA	Mon 11/19/01	NA			
25	Deliver Swbd Pnls	0 days	Mon 11/19/01	NA	Mon 11/19/01	NA			
26	Wiring Design (SE08)	15 days	Fri 10/26/01	NA	Fri 11/16/01	NA			
27	Wiring Drawings	0 days	Fri 10/26/01	NA	Fri 10/26/01	NA			
28	Control Wiring Issued	0 days	Fri 11/16/01	NA	Fri 11/16/01	NA			

Project: Baker_Foothills-Add_345kV_C Date: Fri 09/21/01	Task		Rolled Up Task		Project Summary	
	Split		Rolled Up Split		External Milestone	
	Progress		Rolled Up Milestone		External Milestone	
	Milestone		Rolled Up Progress		External Milestone	
	Summary		External Tasks		Deadline	

ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	2		
							Qtr 4	Qtr 1	Qtr 2
29	CW Repro To Field	0 days	Fri 11/16/01	NA	Fri 11/16/01	NA			
30	Cable Schedule	0 days	Fri 11/16/01	NA	Fri 11/16/01	NA			
31	Issue Construction Dwgs	0 days	Fri 11/16/01	NA	Fri 11/16/01	NA			
32	Structual Engineering	196 days	Tue 01/02/01	Tue 01/02/01	Tue 10/09/01	NA			
33	Foundation & Steel Issued (SE05)	0 days	Fri 08/10/01	Fri 08/10/01	Fri 08/10/01	NA			
34	FND Repro To Field	0 days	Fri 08/10/01	NA	Fri 08/10/01	NA			
35	Order Struct Steel	0.75 days	Fri 06/29/01	Fri 06/29/01	Fri 06/29/01	NA			
36	Fabricate Steel	70 days	Fri 06/29/01	Fri 06/29/01	Tue 10/09/01	NA			
37	Steel Ready for Delivery	19 days	Tue 01/02/01	NA	Fri 01/26/01	NA			
38	CB's on Site	0 days	Fri 11/30/01	NA	Fri 11/30/01	NA			
39	Steel on Site	6 days	Mon 10/08/01	NA	Mon 10/15/01	NA			
40	Construction	207 days	Mon 08/13/01	Mon 08/13/01	Fri 06/07/02	NA			
41	Review Issued Dwgs (SC12)	14 days	Mon 08/13/01	Mon 08/13/01	Thu 08/30/01	NA			
42	Construction Start	1 day	Tue 09/04/01	Tue 09/04/01	Tue 09/04/01	Tue 09/04/01			
43	Install Below Grade (SC14)	70 days	Tue 09/04/01	Tue 09/04/01	Wed 12/12/01	NA			
44	Install Above Grade (SC15) (Structu	30 days	Mon 10/08/01	NA	Fri 11/16/01	NA			
45	Equip Set / Assemble (SC16) (Inc. C	68 days	Thu 09/20/01	NA	Fri 12/28/01	NA			
46	Breaker Inst. Prep	6 days	Fri 12/07/01	NA	Fri 12/14/01	NA			
47	Panel Fabr / Wiring (SC17)	25 days	Mon 09/10/01	NA	Fri 10/26/01	NA			
48	Electrical Control Wiring (SC18)	5 days	Mon 10/29/01	NA	Fri 11/02/01	NA			
49	Equipt Testing	5 days	Fri 12/28/01	NA	Fri 01/04/02	NA			
50	Stoning	20 days	Wed 01/02/02	NA	Tue 01/29/02	NA			
51	PC Test & Check Out (SC19)	15 days	Fri 01/11/02	NA	Thu 01/31/02	NA			
52	In Service	0 days	Thu 01/31/02	NA	Thu 01/31/02	NA			
53	FMP return to DSN Office (SC22)	32 hrs	Mon 02/25/02	NA	Thu 02/28/02	NA			
54	Project Closure (SE09)	11 days	Thu 05/23/02	NA	Fri 06/07/02	NA			
55	Rev. FMP Dwg's Issued	9.75 days	Thu 05/23/02	NA	Thu 06/06/02	NA			
56	Project Closure	4 days	Tue 06/04/02	NA	Fri 06/07/02	NA			

Project: Baker_Foothills-Add_345kV_C
 Date: Fri 09/21/01

Task		Rolled Up Task		Project Summary	
Split		Rolled Up Split		External Milestone	
Progress		Rolled Up Milestone		External Milestone	
Milestone		Rolled Up Progress		External Milestone	
Summary		External Tasks		Deadline	

ID	Task Name	Duration	Start	Actual Start	2002				
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
0	Baker_Foothills-Add_345kV_CB	362 days	Tue 01/02/01	Tue 01/02/01					
1	Engineering & Design	252 days	Tue 01/02/01	Tue 01/02/01					
2	Pre Planning (SE01)	10 days	Tue 06/26/01	Tue 06/26/01	NA				
3	Work Package (SE02)	23 days	Wed 07/11/01	Wed 07/11/01					
4	Initiate Work Package IWP	16 days	Wed 07/11/01	Wed 07/11/01	07/11				
5	FWP Issued	17 days	Thu 07/19/01	Thu 07/19/01	07/19				
6	Order CT/PT	1 day	Wed 06/27/01	Wed 06/27/01	NA[75%]				
7	Manufacture CT/PT	128 days	Wed 06/27/01	Wed 06/27/01					
8	CT/PT Ready for Delivery	0 days	Mon 12/31/01	NA					
9	Order CB's	1 day	Thu 06/28/01	Thu 06/28/01	NA[38%]				
10	Manufacture CB's	91 days	Thu 06/28/01	Thu 06/28/01					
11	CB's Ready for Delivery	0 days	Thu 11/01/01	NA					
12	Order Steel	0.38 days	Fri 06/29/01	Fri 06/29/01	NA[500%]				
13	Manufacture Steel	70 days	Fri 06/29/01	Fri 06/29/01					
14	Steel Ready for Delivery	5 days	Mon 10/22/01	Mon 10/22/01	NA				
15	Physical Design (SE06)	60 days	Fri 08/10/01	Fri 08/10/01					
16	EA	2.5 days	Fri 08/10/01	Fri 08/10/01	NA[790%]				
17	EA Issued	0.13 days	Fri 11/02/01	NA					
18	EA Repro To Field	0 days	Fri 11/02/01	NA					
19	Elementary Design (SE07)	79 days	Tue 07/31/01	Tue 07/31/01					
20	Elem Drawings	7.88 days	Tue 07/31/01	Tue 07/31/01					
21	Front Views	1.5 days	Thu 09/20/01	NA					
22	Elem Approval	0 days	Fri 09/21/01	NA					
23	Order Swbd Pnls	1.5 days	Mon 09/24/01	NA					
24	Fabricate Swbd Pnls	40 days	Tue 09/25/01	NA					
25	Deliver Swbd Pnls	0 days	Mon 11/19/01	NA					
26	Wiring Design (SE08)	15 days	Fri 10/26/01	NA					
27	Wiring Drawings	0 days	Fri 10/26/01	NA					
28	Control Wiring Issued	0 days	Fri 11/16/01	NA					

Project: Baker_Foothills-Add_345kV_C Date: Fri 09/21/01	Task		Rolled Up Task		Project Summary	
	Split		Rolled Up Split		External Milestone	
	Progress		Rolled Up Milestone		External Milestone	
	Milestone		Rolled Up Progress		External Milestone	
	Summary		External Tasks		Deadline	

ID	Task Name	Duration	Start	Actual Start	01				
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
29	CW Repro To Field	0 days	Fri 11/16/01	NA					
30	Cable Schedule	0 days	Fri 11/16/01	NA					
31	Issue Construction Dwgs	0 days	Fri 11/16/01	NA					
32	Structual Engineering	196 days	Tue 01/02/01	Tue 01/02/01					
33	Foundation & Steel Issued (SE05)	0 days	Fri 08/10/01	Fri 08/10/01					
34	FND Repro To Field	0 days	Fri 08/10/01	NA					
35	Order Struct Steel	0.75 days	Fri 06/29/01	Fri 06/29/01	NA				
36	Fabricate Steel	70 days	Fri 06/29/01	Fri 06/29/01		NA			
37	Steel Ready for Delivery	19 days	Tue 01/02/01	NA					
38	CB's on Site	0 days	Fri 11/30/01	NA					
39	Steel on Site	6 days	Mon 10/08/01	NA					
40	Construction	207 days	Mon 08/13/01	Mon 08/13/01					
41	Review Issued Dwgs (SC12)	14 days	Mon 08/13/01	Mon 08/13/01		NA[171%]			
42	Construction Start	1 day	Tue 09/04/01	Tue 09/04/01		NA			
43	Install Below Grade (SC14)	70 days	Tue 09/04/01	Tue 09/04/01			09/04		
44	Install Above Grade (SC15) (Structu	30 days	Mon 10/08/01	NA			10/08		
45	Equip Set / Assemble (SC16) (Inc. C	68 days	Thu 09/20/01	NA			09/20		
46	Breaker Inst. Prep	6 days	Fri 12/07/01	NA				NA	
47	Panel Fabr / Wiring (SC17)	25 days	Mon 09/10/01	NA			09/10		
48	Electrical Control Wiring (SC18)	5 days	Mon 10/29/01	NA				10/29	
49	Equipt Testing	5 days	Fri 12/28/01	NA					NA
50	Stoning	20 days	Wed 01/02/02	NA					NA
51	PC Test & Check Out (SC19)	15 days	Fri 01/11/02	NA					01/11
52	In Service	0 days	Thu 01/31/02	NA					
53	FMP return to DSN Office (SC22)	32 hrs	Mon 02/25/02	NA					NA
54	Project Closure (SE09)	11 days	Thu 05/23/02	NA					
55	Rev. FMP Dwg's Issued	9.75 days	Thu 05/23/02	NA					
56	Project Closure	4 days	Tue 06/04/02	NA					

Project: Baker_Foothills-Add_345kV_C
 Date: Fri 09/21/01

Task		Rolled Up Task		Project Summary	
Split		Rolled Up Split		External Milestone	
Progress		Rolled Up Milestone		External Milestone	
Milestone		Rolled Up Progress		External Milestone	
Summary		External Tasks		Deadline	



David M Roush

11/28/01 02:15 PM

To: E J Clayton/CH1/AEPIN@AEPIN, Errol K
Wagner/AS1/AEPIN@AEPIN
cc:
Subject: NUG Addendum

FYI ...

Basically, they would fill in II. and we would fill in III. and IV. based upon that information.



NUG Addendum - 7-30-2001.



FAX Transmission

From: E. J. Clayton American Electric Power
Questions? Call (606) 327-1137 1701 Central Avenue
Fax (606) 327-1246 Ashland, KY 41105
To: Jim Current (713) 507-3935
Company: Dynegy Marketing and Trade
Address: 1000 Louisiana Street, Suite 5800
Houston, TX Fax:(713) 767-8521
Date: February 8, 2002
Time: 11:50AM :Pages (including this one)

Jim

Included is the revised service agreement. Changes include description in service delivery point, meter equipment, and contracted capacity. Because new AEP Facilities were required for this service, a new initial term of 2 years is required per the QP Tariff.

I have included the QP Tariff Terms for your review. An additional security deposit will not be required, based on our recent discussions and the proactive measures you have implemented to resolve recent payment problems. Maintaining good credit history is essential in avoiding future request for adjustment, of account security deposit.

Please note that totalizing two meters for this one account does restrict recall of certain meter data.

Specifically, the peak reactive demand for each meter will only be recorded and displayed on your bill invoice, as a totalized value. Other bill parameters are unaffected, and will be displayed on your totalized bill invoice with assigned meter ID's and energy usage listed.

Please authorize the fax copy of the agreement and return to my attention at fax number(606-327-1246).

The original agreement forms have been mailed to your attention. Please complete these original forms and return in the envelope provided.

Upon confirmation of the proposed service agreement, I will notify AEP Personnel and confirm scheduling of your requested service connection date.

E. J. Clayton
(606) 327-1137

TARIFF Q.P.
(Quantity Power)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with demands less than 7,500 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the contract capacity be less than 1,000 KW.

RATE.

Tariff Code	Service Voltage		
	Primary	Subtransmission	Transmission
	358	359	360
Service Charge per Month	\$ 276.00	\$ 662.00	\$ 1,353.00
Demand Charge per KW			
Of monthly on-peak billing demand	\$ 9.29	\$ 8.51	\$ 7.88
Of monthly off-peak excess			
Billing demand	\$ 0.90	\$ 0.86	\$ 0.85
Energy Charge per KWH	1.220¢	1.171¢	1.155¢

Reactive Demand Charge for each kilovar of maximum Leading or Lagging reactive Demand in Excess of 50 percent of the KW of monthly metered demand\$ 0.57 KVAR

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Demand Charge multiplied by the billing demand.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

EXPERIMENTAL DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by an Experimental Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Experimental Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 and 22-2 of this Tariff Schedule. Unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge Adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 23-1 and 23-2 of this Tariff Schedule.

NET MERGER SAVINGS CREDIT.

Bills computed according to the rates set forth herein will be decreased by a Net Merger Savings Credit Factor per KWH calculated in compliance with the Net Merger Savings Credit contained in Sheet No. 25-1 of this Tariff Schedule.

(Cont'd. On Sheet No. 10-2)

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and after May 27, 1997

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
 NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

TERMS AND CONDITIONS OF SERVICE (Cont'd.)

4. DEPOSITS.

The Company may require a minimum cash deposit or other guaranty to secure payment of bills except for customer's qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Upon request from a residential customer the deposit will be returned after 18 months if the customer has established a satisfactory payment record; but commercial deposits will be retained during the entire time that the account remains active.

A. Interest

Interest will be paid on all sums held on deposit at the rate indicated in KRS 278.460. The interest will be applied as a credit to the Customer's bill or will be paid to the Customer on an annual basis. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill on a pro-rated basis.

The Company will not pay interest on deposits after discontinuance of service to the Customer. Retention by the Company, prior to final settlement of any deposit or guaranty is not a payment or part payment of any bill for service. The Company shall have a reasonable time in which to obtain a final reading and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposits.

B. Criteria for Waiver of Deposit Requirement

The Company may waive any deposit requirement based upon the following criteria which shall be considered by the Company cumulatively.

1. Satisfactory payment history.
2. Statement from another utility showing satisfactory payment history.
3. Another customer with satisfactory payment history is willing to sign as a guarantor for an amount equal to the required deposit.
4. Providing evidence of Surety Bond.

C. Method of Determination

1. Calculated Deposits

- a. Residential customers shall pay a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.
- b. Commercial customers shall pay a calculated amount based upon actual usage data of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If the actual usage data is not available, the deposit amount shall be based on the typical bills of similar customers and premises in the customer class. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.

D. Additional Deposit Requirement

If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, the customer may be required to pay a deposit. If a change in usage or classification of service has occurred, the customer may be required to pay an additional deposit up to 2/12 of the annual usage.

E. Recalculation of Customers Deposit

When a deposit is held longer than 18 months, the customer may request that the deposit be recalculated based on the customer's actual usage. If the amount of deposit on the account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

(Cont'd on Sheet No. 2-3)

DATE OF ISSUE January 30, 1996 DATE EFFECTIVE February 26, 1992

ISSUED BY E. K. WAGNER DIRECTOR OF RATES ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued pursuant to Public Service Commission Regulation 807KAR5:006 effective February 26, 1992

**TARIFF Q.P. (Cont'd.)
(Quantity Power)**

DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

MONTHLY BILLING DEMAND.

The on-peak billing demand in KW shall be taken each month as the single highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator, but the monthly on-peak billing demand so established shall in no event be less than 60% of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

Off-peak excess billing demand in any month shall be the amount of KW by which the off-peak billing demand exceeds the on-peak billing demand for the month.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

For the purpose of this provision, the on-peak billing period is defined as 7:00A.M. to 9:00 P.M., Monday through Friday. The off-peak billing period is defined as 9:00 P.M. to 7:00A.M. for all weekdays and all hours of Saturday and Sunday.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in Terms and Conditions of Service.

Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE July 2, 1999 DATE EFFECTIVE Bills rendered on and September 29, 1997

ISSUED BY E. K. WAGNER DIRECTOR OF REGULATORY AFFAIRS ASHLAND, KENTUCKY
NAME TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 99-149 dated June 14, 1999

This Contract, entered into this 8th day of February 2002, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Riverside Generating Company, LLC, 1000 Louisiana Street, Suite 5800, Houston, TX, 77002-5050, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 24 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be February 14, 2002.

The electric energy delivered hereunder shall be alternating current at approximately 345000 volts, 3-wire, 3-phase, and it shall be delivered at termination point of two customer owned 345 kV circuits at the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station(2 meters).

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff QUANTITY POWER - TRANSMISSION, code 360, as regularly filed with the Public Service Commission of Kentucky, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 4.000kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 4000 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Kentucky Power Company

Riverside Generating Company, LLC

By: _____

By: _____

Mark A. Gundelfinger

Title: Manager

Title: _____

Date: _____

Date: _____

Account Number: 034-873-686-0



Jim.Current@dynegy.com

02/07/02 05:38 PM

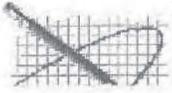
To: ejclayton@aep.com
cc: Dariusz.Rekowski@dynegy.com, Don.Hoy@dynegy.com,
Bryan.Johnson@dynegy.com
Subject: Foothills/Riverside Station Power Agreement Information

EJ,

Per our previous conversation, Dynegy would like, with respect to station power, to combine the meter data for the two meters at the Baker substation that would measure the power consumed at the Foothills facility and the Riverside facility. This combined bill would go to the same address as the Riverside bill is going, presently.

Also, I would like to set the contract capacity for the combined facility at 4000 KW. This is up from 2300 kw.

Sincerely,
Jim Current



E J Clayton

02/07/02 12:23 PM

To: Jim.Current@dynegy.com

cc:

Subject: Re: Billing

Jim

I previously requested correction from our billing group, on the highest recorded peak demand which you note below.

The billing group will replace the high previous demands with the correct values and credit the account accordingly.

I will send you notification when the correction is complete.

Regarding the contract capacity, the metered demand data is correct as shown on the report. You should be able

to use this information to identify your capacity requirements. If you notice, the peak demand was significantly higher in January

as compared to the other months. This peak demand occurred on January 02, 2002, between 5:45 and 6:00 pm.

Please let me know your combined capacity requirements, if the meters are totalized, and the individual capacity requirements with the meters and accounts billed separately.

E. J. Clayton

(606)327-1137

Jim.Current@dynegy.com



Jim.Current@dynegy.c
om

02/07/02 12:11 PM

To: ejclayton@aep.com

cc:

Subject: Billing

EJ,

I was looking at the customer history record usage report that you faxed me to determine what our hi on peak usage has been to date. I intend to base our contract capacity going forward on that number. While doing so I noticed that the Dec 01 and Jan 01 Hi Prev Demand was 3696 and 4299, respectively. I could not find these peak demands on any of the previous months. Please take a look and give me a call to discuss. Here is what I thnk the money effect is.

The data shows that the 12/31/01 read date showed a hi previous of 3696 when I think it should be 2548 (from July 22 01 reading). 60% of 3696 = 2218 which is what our billing demand is for the 12/31/01 billing. If I am right, the 12/31 bill should be reduced by $(2218-1882) \times 7.88 = \2647.68

If you could explain where I am wrong that would be great.

Once I have the right data for the peak demand I will send you another e-mail as we discussed on the phone today.

Regards,

Jim Current

713 507 3935



FAX Transmission

From: E. J. Clayton American Electric Power
Questions? Call (606) 327-1137 1701 Central Avenue
Fax (606) 327-1246 Ashland, KY 41105
To: Jim Current (713) 507-3935
Company: Dynegy Marketing and Trade
Address: 1000 Louisiana Street, Suite 5800 Fax:(713) 767-8521
Houston, TX
Date: February 7, 2002
Time: 10:31AM :Pages (including this one)
Customer history report



E J Clayton

01/28/02 04:56 PM

To: Jim.Current@dynegy.com

cc:

Subject: Foothills Project 

Jim

Will you need a retail service agreement for the Foothills Project for the auxiliary power requirements?

E. J. Clayton
(606) 327-1137

ENGINEER NO 012

KPC Case No. 2017-00472
 Report Date: 05/18/2018
 Report Period: 01/01/01 - 11/30/01
 Page 85 of 89

RIVERSIDE GENERATING COMPANY LLC

ACCOUNT NO 034 873 686 1
 MAIL NAME 1 ATTN:JUDY BARELA
 MAIL ADDR 1 1000 LOUISIANA ST
 MAIL ADDR 2 SUITE 5800
 MAIL ADDR 3 HOUSTON, TX 77002-5006

RRTYPE RR
 RT# 2
 BOX# 296

US ROUTE 23
 CATLETTSBURG, KY 41129-9802

NO	SIC CD	CONTR	EXPR DT	2002-11-01	**EDR'S**	ONP/TOT	OFF	CNTR	EDR OPT	CD	TAX MULT
31	000000										1
221	LD AREA 73	SPEC MIN	N/A		E1 BASE DEM						TAX MULT 2 .060000
360	QP TRANS	SPEC ADDN	N/A		E2 BASE DEM						TAX MULT 3 .030000
V	VLTG	EQP ADJ FL	N		E3 BASE DEM						TAX EXMP 1 0.00%
V	VLTG2	CMM	N/A		EDR TOD CD N/A			EDR NEW CUST N/A			TAX EXMP 2 0.00%
POLE	38830382000044	HPD DATE	11/30/01								TAX EXMP 3 0.00%
POLE	38830382000044										

READ DATE	HIST CORR	CONTR ONP	CAPACITY OFF	HI PREV DEMAND	METERED ONP	DEMAND OFF	POWER FACTOR	BILLING ONP	DEMAND OFF	LOAD FACTOR	HOURS USE	MTD ONP	REACT OFF	DMND OFF
01/31/02	0	2300.0		4299.0	3427.800	1054.220		3428.0		23.2	173	1145.0		
12/31/01	U	2300.0		3696.0	1882.220	1885.150		2218.0		44.6	332	1322.0		
11/30/01	U	2300.0			1733.920	1768.950		1734.0	35.0	29.5	205	1086.0		
TOTAL :					7043.940	4708.320		7380.0	35.0	97.3	710	3553.0		
AVERAGE:					2347.980	1569.440		2460.0	11.6	32.4	237	1184.3		

READ DATE	METERED ONP	KWH OFF	REACTIVE HOURS	PF CONST	BILLING ONP	KWH OFF	TARIFF BILL	CENTS/ KWH	FR	TAXES SA	SC
01/31/02	593292		8118		593292		35961.30	6.06		2222.41	1078.84
12/31/01	626512		8920		626512		28138.88	4.49		1738.98	844.17
11/30/01	363477		4820		363477		20186.37	5.55		1247.52	605.59
TOTAL :					1583281		21858			5208.91	2528.60
AVERAGE:					527760		7286			1736.30	842.87

ENGINEER NO 012

KPSC Case No. 2017-00472
 Filed May 18, 2018
 Page 86 of 89

RIVERSIDE GENERATING COMPANY LLC
 US ROUTE 23
 CATLETTSBURG, KY 41129-9802

ACCOUNT NO 034 873 686 1 TARIFF 360
 MAIL NAME 1 ATTN:JUDY BARELA
 MAIL ADDR 1 1000 LOUISIANA ST
 MAIL ADDR 2 SUITE 5800
 MAIL ADDR 3 HOUSTON, TX 77002-5006

RRTYPE RR
 RT# 2
 BOX# 296

READ DATE	CUSTOMER CHARGE	ENERGY CHARGE	DEMAND CHARGE	REACTIVE DEMAND CHARGE	FUEL CHARGE	SURCHARGES	MISC
01/31/02	1,353.00	6,852.52	27,012.64		207.65	535.49	
12/31/01	1,353.00	7,236.21	17,477.84	216.26	1,014.95	840.62	
11/30/01	1,353.00	4,198.16	13,693.67	114.86	72.70	753.98	
	=====	=====	=====	=====	=====	=====	=====
TOTAL :	4,059.00	18,286.89	58,184.15	331.12	1,295.30	2,130.09	
AVERAGE:	1,353.00	6,095.63	19,394.72	110.37	431.77	710.03	

READ DATE	TAXES	B&O TAXES	TOTAL BILL	DISTRIBUTION SERVICES	GENERATION SERVICES	TRANSMISSION SERVICES	CENTS/KWH
01/31/02	6,602.50		39,262.55				6.06
12/31/01	5,166.30		30,722.03				4.49
11/30/01	3,706.22		22,039.48				5.55
	=====	=====	=====	=====	=====	=====	=====
TOTAL :	15,475.02		92,024.06				16.10
AVERAGE:	5,158.34		30,674.69				5.37



E J Clayton/CH1/AEPIN
03/22/2006 01:05 PM

To Errol K Wagner/AS1/AEPIN
cc
bcc

Subject fyi... Billing/Metering Data, Electric Account 034-873-686-1

fyi...Errol, I received the following questions from the Dynegy Company, owner of Riverside Generating LLC, an IPP located near the Big Sandy Power Plant. The first customer email defines some questions they had about the way their billing data was processed. By my response, they indicate I have satisfied their questions with regard to bill processing.

My last response in the note below, answers their question regarding application of the NUG tariff. I wanted to copy you on this note just in case I have misstated application of the NUG tariff to this customer. I believe I am correct in the application of NUG station power as utilizing the local utility demand meter tariff for the customer's service. Please notify me if I am incorrect in my assumption.

Thanks
E. J.
aud 600-1453
(606) 929-1453

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----- Forwarded by E J Clayton/CH1/AEPIN on 03/22/2006 12:57 PM -----



E J Clayton/CH1/AEPIN
03/22/2006 12:57 PM

To dan_roethemeyer@dynegy.com
cc

Subject Re: Billing/Metering Data, Electric Account 034-873-686-1 

Dan,
Service is extended to the Riverside Site based on the Station Power provision defined with the NUG tariff. This provision specifies the customer is to contract for their maximum power needs to be supplied by the generally available utility demand metered tariff. For this location, with contract power requirements of approximately 4,000 kW, the QP KY Power Company Tariff would be applicable.

If you want to contract only for Startup Power at this site, there is a separate rate defined with Tariff NUG. We can discuss this in more detail if you are interested in changing the service at this site from Station Power service, to Startup Power service.

Don't hesitate to call should you have questions.

E. J. Clayton
(606) 929-1453
(606) 929-1510 fax

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dan_roethemeyer@dynegy.com



dan_roethemeyer@dynegy.com
om
03/22/2006 12:29 PM

To ejclayton@aep.com
cc

Subject Re: Billing/Metering Data, Electric Account 034-873-686-1

E.J.,

Thanks for the explanation. I agree with it and don't have a problem with it.

On another semi-related item, did you happen to look into whether the plant may qualify (or whether it even makes sense) for the Non-Utility Generator tariff?

Thanks!!

ejclayton@aep.com

dan_roethemeyer@dynegy.com
03/15/2006 03:27
PM
Data, Electric Account 034-873-686-1

To:
cc:
Subject: Billing/Metering

Dan,

Per your recent inquiry I wanted to provide the following information in addition to our recent conversation regarding processing the metering data for the auxiliary power requirements at your Riverside and Foothills KY plants.

You questioned why there are repetitive energy readings for various billing months on this electric account. As I stated in our discussion, the bill constant for both plants (Riverside and Foothills) is very large. One plant location has a billing constant of 277,128. This constant is derived as the product of the voltage and current instrument transformer ratio. As an example, for one plant, the delivery voltage is 345 kV with a VT ratio of 1732.05 and a CT ratio of 160. The product of these two numbers equates to a 277,128 bill constant used to determine the energy consumption for one plant. The other plant service also includes a large billing constant of 138,564 calculated similarly to the above example. Energy consumption for both sites (Riverside and Foothills) are combined each month to determine the total energy usage in kWh.

Normally energy consumption is several meter register units for both plant sites. As example, your most recent bill with meter readings recorded

through February 28th, the meter for one plant site registered 2 units and the other plant site registered 3 units. Using the bill constants identified above for these two meter locations, results in the total energy consumption for the account.

Example - Bill issued March 2, 2006

2 X 277,128 = 554,256 kWh

3 X 138,564 = 415,692 kWh

Total Energy Consumed = 969,948 kWh (554,256 + 415,692)

If you should have remaining questions or comments regarding your Companies electric account, please don't hesitate to contact me.

Sincerely,
E. J. Clayton
Engineer - Customer Services
(606) 929-1453
(606) 929-1510 fax

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 4 Please provide a copy of all records (specifically including, but not limited to, memoranda, e-mails, notes, and similar documents) prepared or reviewed by Kentucky Power following Riverside's initial and subsequent 2017 inquiries regarding the self-supply of power.

RESPONSE

Kentucky Power objects to this request to the extent it seeks documents or information protected by the attorney-client privilege or the attorney work product doctrine. Without waiving these objections, see KPCO_R_Riverside_1_4_Attachment1.pdf for non-privileged information identified as responsive to this request. See also the information provided in KPCO_R_Riverside_1_3_Attachment1.pdf.

Witness: Ranie K. Wohnhas

From: Kenneth L Borders
Sent: Friday, February 03, 2017 5:02 PM
To: John A Rogness III; Terry L Hemsworth
Cc: Delinda K Borden (dkborden@aep.com)
Subject: Riverside Generation LLC - Possible switch to a net metering tariff

All:

I received a call from the gentleman below indicating he has been in discussions with PJM and it appears that Riverside is considering their options to try and lower their payments to Kentucky Power. It appears he may be interested in our Tariff N.U.G. or the Net Metering Service – Level 2.

I am asking who would be qualified in our organization to discuss options available to Riverside and work with me to make contact with Mr. Scienski. He would like us to contact him by next week.

I need to be kept in the loop with these discussions as much as possible.

The account # for Riverside Generating is 034-873-686-1.

Ken Borders – Customer Service Engineer

Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Telephone – (606) 929-1453
AEP AUDINET 600-1453
www.kentuckypower.com



From: George Scienski [mailto:GScienski@LSPower.com]
Sent: Friday, February 03, 2017 4:43 PM
To: Kenneth L Borders
Subject: [EXTERNAL] GScienski Contact

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

George

George S. Scienski
LS Power Development, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816
office phone (NJ): 732-867-5860
office phone (SCES): 254-896-4218
cell phone: **732-354-7641**
fax: 732-249-7290
gscienski@lspower.com

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From: John A Rogness III
Sent: Friday, February 03, 2017 5:13 PM
To: Kenneth L Borders; Terry L Hemsworth
Cc: Del Borden
Subject: RE: Riverside Generation LLC - Possible switch to a net metering tariff

I would think that Terry would at least be in on it. He does the net metering. I'm not sure who would do the N.U.G.

From: Kenneth L Borders
Sent: Friday, February 03, 2017 5:02 PM
To: John A Rogness III; Terry L Hemsworth
Cc: Del Borden
Subject: Riverside Generation LLC - Possible switch to a net metering tariff

All:

I received a call from the gentleman below indicating he has been in discussions with PJM and it appears that Riverside is considering their options to try and lower their payments to Kentucky Power. It appears he may be interested in our Tariff N.U.G. or the Net Metering Service – Level 2.

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Ken Borders – Customer Service Engineer

Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Telephone – (606) 929-1453
AEP AUDINET 600-1453
www.kentuckypower.com



A unit of American Electric Power

From: George Scienski [<mailto:GScienski@LSPower.com>]
Sent: Friday, February 03, 2017 4:43 PM
To: Kenneth L Borders
Subject: [EXTERNAL] GScienski Contact

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

George

George S. Scienski
LS Power Development, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816
office phone (NJ): 732-867-5860
office phone (SCES): 254-896-4218
cell phone: **732-354-7641**
fax: 732-249-7290
gscienski@lspower.com

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This Contract, entered into this 2nd day of December, 2011 by and between Kentucky Power Company, hereafter called the Company, and Riverside Generating Company Llc, 25038 HIGHWAY 23 , CATLETTSBURG , KY, 41129-8635, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Kentucky, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Rt. 2, Box 296, Catlettsburg, KY 41129.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 12 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be 12/1/2011.

The electric energy delivered hereunder shall be alternating current at approximately volts, 3-wire, 3-phase, and it shall be delivered at termination point of two customer owned 345 kV circuits at the AEP Baker 345 kV Station, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at AEP Baker 345 kV Electrical Station(2 meters).

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariffs 360 QUANTITY POWER TRANSMISSION and 360 QUANTITY POWER TRANSMISSION, Codes 360. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariffs 360 QUANTITY POWER TRANSMISSION and 360 QUANTITY POWER TRANSMISSION, Codes 360, as regularly filed with the Public Service Commission of Kentucky, as long as those schedules are in effect. In the event that the Tariffs chosen by the Customer are replaced by new or revised Tariffs incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Tariffs named herein is hereby fixed at 3,100 kW. If a time-of-day demand is available under the Tariffs and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Tariffs minimum monthly billing demand. The amount of capacity requested during the off-peak period is 3,100 kW.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

An addendum for Consolidation is attached hereto and is part of this Contract.

Kentucky Power Company

By: *Dellinda Borden*

Dellinda Borden

Title: Manager, Customer Services

Date: 2-9-12

Account Number: 0348736861

Riverside Generating Company Llc

By: *Carolynne Hlas*

~~Dariusz Rekowski~~ Carolynne Hlas

Title: Plant Manager SVP

Date: 3 Jan 2012

From: Kenneth L Borders
Sent: Thursday, March 09, 2017 10:27 AM
To: Terry L Hemsworth; John A Rogness III
Subject: FW: Station Power Netting

I received this from Riverside Generation. By the way the account number is 034-873-686-1.

Ken Borders – Customer Service Engineer

Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Telephone – (606) 929-1453
AEP AUDINET 600-1453
www.kentuckypower.com



From: George Scienski [mailto:GScienski@LSPower.com]
Sent: Thursday, March 09, 2017 10:21 AM
To: Kenneth L Borders
Cc: sgreene@riversidegeneration.com
Subject: [EXTERNAL] FW: Station Power Netting

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

Ken:

Attached below per our discussion is the overview provided by PJM regarding station power netting and the contact information for the Riverside client representative.

Thanks for your help, and I look forward to a follow-up in the coming weeks.

George

George S. Scienski
LS Power Development, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816
office phone (NJ): 732-867-5860
office phone (SCES): 254-896-4218
cell phone: **732-354-7641**
fax: 732-249-7290

gscienski@lspower.com

From: Burnley, Helen M. [<mailto:Helen.Burnley@pjm.com>]
Sent: Tuesday, January 24, 2017 2:59 PM
To: George Scienski
Subject: RE: Station Power Netting

Hi George:

Per my response back to you in case #34396” :

The mechanics of PJM’ s Station Power settlements are documented in Manual 28, Section 13 as well as in the PJM Tariff, Attachment K - Appendix, Section 1.7.10. Station Power Settlements occur are on a one-month lag.

As part of PJM’ s station power settlements, PJM determines if a generator self-supplied its Station Power or obtained Station Power from third-party providers.

A generator may self-supply Station Power for its generation facility during any month (1) when the net output of such facility is positive, or (2) when the net output of such facility is negative and the generator during the same month has available at other of its generation facilities positive net output in an amount at least sufficient to offset fully negative net output.

PJM station power settlements is controlled by what is or is not submitted to PJM via the Power Meter tool.

If the generator has a wholesale station service arrangement, a negative MWh value should be reported in Power Meter when the unit is off-line and consuming energy.

If the generator has a superseding retail station service arrangement, a zero (0) MWh value should be reported in Power Meter when the unit is off-line and consuming energy. In this case, compensation for station power consumption is handled bilaterally between the EDCs and generation owners and PJM billing adjustments for station power are not applicable.

Regardless of which party actually controls the submission of values into Power Meter, it is both the EDC and Generation Owner’ s mutual responsibility to ensure values are submitted into Power Meter as accurately as possible by the established submission deadlines.

For example, the Generation Owner should not submit Station Power negatives into Power Meter during offline hours if they have a superseding retail agreement with the EDC or another third party.

Similarly, the EDC would want to make sure Station Power negatives are submitted into Power Meter if they have no retail Station Power agreement with the generator.

If a participant needs information on contacts at a given EDC regarding Station Power arrangements, you can give PJM permission to forward your contact information and inquiry to the given EDC’ s registered Power Meter users.

For the PJM weekly and monthly bills, PJM market settlements are based on generator values as reported to Power Meter. Positive Generation reported in Power Meter would result in a credit (MWh * LMP) on the PJM Bill. Negative Generation (i.e. consumption) reported in Power Meter would result in a charge (MWh * LMP) on the PJM Bill.

After the given month's bill is issued, PJM evaluates if a generator (or group of generators) has net negative generation for the month.

The generators that have a net negative amount of MWs for the month will then be classified into two categories.

If a group of generators had net positive total generation for the calendar month but had one or more individual generators each had a total negative generation for the month, the negative generators had Remote Self-Supply. Remote self-supply indicates station power at a particular generator was supplied from another generator in its portfolio.

Remote Self-Supply

For those generators which received Station Power through Remote Self-Supply, the PJM member needs to be charged non-firm point-to-point transmission service. This amount is based on the non-firm point-to-point transmission service rate multiplied by the negative MW amount.

If a generator or group of generators had net negative total generation for the month, those generators which had a negative net generation amount were served station power by retail supply/third party supply. Retail supply means the local EDC or other third party needed to serve the station power load of a generator and will therefore charge the generator owner the appropriate retail rates.

Retail Supply (Third-Party Supply)

In situations of Retail Supply, the generator is charged the wholesale rate for station service (the LMP for the generator bus) during the original wholesale market settlements. However, since those generators actually received Station Power through Retail Supply, the generator actually received the needed power from the local EDC or third party at the retail rate. This amount will be charged to the generator owner by the EDC, and the original wholesale LMP charge needs to be 'backed-out' - not charged to the generator. Thus the generator owner gets a credit, and the EDC will receive a charge, both of which are to balance the original wholesale charge which was made earlier in the settlements process.

Generators can group together to form a single station service netting portfolio. A portfolio is defined by generators which share the same lowest level corporate entity ownership.

If a generator has defined itself as its own LLC, it cannot net with other generators, even if they are "owned" in the PJM Market by a common member. For example, if unit A and unit B are "owned" in the PJM Energy Market settlements by Power Marketer X. If there is a Unit A LLC and a Unit B LLC, these two units cannot net relative to the Station Service netting evaluation. Conversely, if two units are "owned" in the PJM Energy Market settlements by two different PJM Members but their lowest level corporate parent is the same company, then they can net relative to the station service netting evaluation.

As long as the portfolio is net Generation to the Grid for the month, then there is no retail billing. However, if a Unit within the portfolio is net negative, then PJM charges 67 Cents per MWh of net negative for the transmission service to remote supply from unit A to unit B.

Additional details can be found in PJM Manual 28, Section 13 at (Home > Library > Manuals)

<http://www.pjm.com/library/manuals.aspx>

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Remote Self-Supply

For those generators which received Station Power through Remote Self-Supply, the PJM member needs to be charged non-firm point-to-point transmission service. This amount is based on the non-firm point-to-point transmission service rate multiplied by the negative MW amount.

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Additional details can be found in PJM Manual 28, Section 13 at (Home > Library > Manuals)
<http://www.pjm.com/library/manuals.aspx>

Best,

Helen Burnley
Sr. Client Manager
Client Management and Services

(610) 635-3468 | C: (610) 960-2128 | Helen.Burnley@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403



From: Kenneth L Borders
Sent: Tuesday, June 27, 2017 4:49 PM
To: John A Rogness III; Del Borden; Ranie K Wohnhas
Subject: Fwd: [EXTERNAL] RE: Kentucky Power - Question about station netting - Riverside Generation
Attachments: 170627-RGC-KPC Riverside-Station Power Netting under Tariff N.U.G..pdf; ATT00001.htm

Our customer, Riverside Generation is going to challenge our position that they must pay for electricity at retail rates. They believe they qualify for remote self supply provisions. I will reply that we will review his proposal and contact him for more details. I am not in the office this week but plan to be back next week.

Sent from my iPhone

Begin forwarded message:

From: "George Scienski" <GScienski@LSPower.com>
To: "Kenneth L Borders" <klborders@aep.com>
Cc: "sgreene@riversidegeneration.com" <sgreene@riversidegeneration.com>
Subject: [EXTERNAL] RE: Kentucky Power - Question about station netting - Riverside Generation

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

Ken:

Riverside has spent some time reviewing your email and researching the issue of station service netting. For the reasons detailed within the attached, we believe that we qualify for the remote self-supply provisions described in the tariff and summarized in your email. Please review the attached (hardcopy sent via FedEx). We look forward to discussing and resolving the matter.

Thanks,

George

George S. Scienski
LS Power Development, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816
office phone (NJ): 732-867-5860
office phone (SCES): 254-896-4218
cell phone: 732-354-7641
fax: 732-249-7290
gscienski@lspower.com

-----Original Message-----

From: Ken Borders [<mailto:klborders@aep.com>]

Sent: Friday, March 17, 2017 3:28 PM

To: George Scienski

Subject: Kentucky Power - Question about station netting - Riverside Generation

Mr. Scienski,

A few weeks ago you inquired about the possibility of "netting" station power in order to obtain power at a wholesale rate for the Riverside facility in Lawrence County, Kentucky. Kentucky Power offers the response to your question below.

As an independent power producer within Kentucky Power Company's retail service territory, the Riverside generating facility is required to obtain station power at retail from Kentucky Power under the PSC-approved Tariff N.U.G. (Non-Utility Generator), as Riverside has done for many years. Tariff N.U.G., which is attached, does not permit an IPP to obtain station power at wholesale under the PJM Open Access Transmission Tariff unless the IPP can "provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply)." Our understanding is that there are no other "commonly owned generation facilities" in the same corporate entity as the Riverside generating facility, and therefore Riverside is not eligible for remote self-supply and may not obtain station power at wholesale under the PJM tariff. Rather, Riverside must continue to obtain station power at retail from Kentucky Power under Tariff N.U.G.

Please note the Station Contract Capacity referred to in Tariff N.U.G. is supplied under the Industrial General Service tariff 360.

Tariff N.U.G. is attached along with Tariff I.G.S. (Industrial General Service). Should you have additional questions or need additional information please feel free to contact me.

Sincerely,

Ken Borders - Customer Service Engineer
Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Phone (606) 929-1453
klborders@aep.com

June 27, 2017

VIA EMAIL (klborders@aep.com)

Mr. Ken Borders
Customer Service Engineer
Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102

RE: Riverside Generation / Station Power Netting under Tariff N.U.G.

Dear Mr. Borders:

Reference is made to your email of March 17, 2017,¹ in which you provided initial guidance regarding the terms of Kentucky Power Company's Tariff N.U.G. and its applicability to the electric service received by Riverside Generating Company, LLC ("Riverside"), at its facilities located in Lawrence County, Kentucky. I appreciate your invitation to further discuss this matter and hope I can provide additional clarity with respect to the relevant facts.

Riverside's power production facilities in Kentucky include a total of five (5) generating units located at two (2) proximate, though distinct, generation sites. Riverside's Units 1-3, which are identified and classified by PJM Interconnection, LLC ("PJM"), as comprising the "Zelda" site, are located on real estate originally acquired in the year 2000 and were placed into operation in the year 2001. Riverside's Units 4 and 5, which are identified and classified by PJM as comprising the "Foothills" site, are located on real estate originally acquired in the year 2001 and were placed into operation in the year 2002. Riverside wholly owns both sites and each of the units found upon them.

As you are aware, Riverside is presently exploring the options available to it for satisfying its station power needs at both the Zelda and Foothills sites. Because both sites are interconnected with the wholesale transmission grid and consistently produce significantly more energy than consumed for their operation, Riverside is examining with particularity its ability to "net" its station power in accordance with the terms of PJM's Open Access Transmission Tariff. At this time, and in light of the relevant facts elucidated herein, Riverside continues to believe this avenue represents the most sensible solution to the situation under scrutiny.

In your email of March 17th, you indicated that a "netting" arrangement like that summarized above would not be available to Riverside under the terms of Kentucky Power's existing retail Tariff N.U.G. which states, in relevant part, that "[c]ustomers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the

¹ For your reference, a copy of this email is included herewith.

site of the customer's generator (remote self-supply) shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission." In reaching your initial conclusion, you expressed your understanding that Riverside has just one (1) generating site in its portfolio, and thus "is not eligible for remote self-supply...." The relevant facts clearly show, however, that Riverside's Zelda and Foothills generators are located on separate and distinct "sites" for purposes of complying with the Tariff N.U.G. and the PJM Open Access Transmission Tariff.

As mentioned above, the Zelda site and the Foothills site sit upon unique parcels of real estate that were acquired at different times. While the two (2) sites share a common property line, that same border is marked by fencing and other barriers that provide apparent and actual partitioning. Each site is individually identified by PJM for various purposes and is uniquely reported to PJM. Each site is uniquely metered, has its own infrastructure and connections to the nearby Baker Switchyard. There is no cross feed/tie-breaker between the sites, no parasitic load, and no need for the respective units to operate in unison. Indeed, for nearly every relevant intent and purpose, the Zelda site and the Foothills site may as well be located ten, twenty, or even hundreds of miles from each other. Based on these facts, it is both logical and reasonable to conclude that Riverside's Units 1-3 are not located on the same "site" as Riverside's Units 4-5. Instead, these distinct sites house "commonly owned generation facilities" capable of remotely supplying station power to Riverside when necessary. Therefore, consistent with the Special Terms and Conditions of Kentucky Power's Tariff N.U.G., Riverside appears eligible to take its station power service under PJM's Open Access Transmission Tariff.

It is my hope that the additional detail provided in this correspondence will permit you to reconsider the earlier conclusion reflected in your March 17th email. Because Riverside remains committed to working with Kentucky Power to realize a fair and appropriate resolution of these issues, I would be happy to answer any questions or further confer at your convenience. In any event, I ask that you please confirm Kentucky Power's agreement with the discussion/conclusion contained herein on or before July 7, 2017.

Again, I appreciate your willingness to discuss this matter and look forward to your response.

Sincerely,



George Scienski

Attachment

From: [Ken Borders](#)
To: [George Scienski](#)
Subject: Kentucky Power - Question about station netting - Riverside Generation
Date: Friday, March 17, 2017 3:27:47 PM
Attachments: [2017 JAN 31 KPCO NUG TARIFF.pdf](#)
[2015 SEP 29 INDUSTRIAL GENERAL SERVICE.pdf](#)

Mr. Scienski,

A few weeks ago you inquired about the possibility of "netting" station power in order to obtain power at a wholesale rate for the Riverside facility in Lawrence County, Kentucky. Kentucky Power offers the response to your question below.

As an independent power producer within Kentucky Power Company's retail service territory, the Riverside generating facility is required to obtain station power at retail from Kentucky Power under the PSC-approved Tariff N.U.G. (Non-Utility Generator), as Riverside has done for many years. Tariff N.U.G., which is attached, does not permit an IPP to obtain station power at wholesale under the PJM Open Access Transmission Tariff unless the IPP can "provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply)." Our understanding is that there are no other "commonly owned generation facilities" in the same corporate entity as the Riverside generating facility, and therefore Riverside is not eligible for remote self-supply and may not obtain station power at wholesale under the PJM tariff. Rather, Riverside must continue to obtain station power at retail from Kentucky Power under Tariff N.U.G.

Please note the Station Contract Capacity referred to in Tariff N.U.G. is supplied under the Industrial General Service tariff 360.

Tariff N.U.G. is attached along with Tariff I.G.S. (Industrial General Service). Should you have additional questions or need additional information please feel free to contact me.

Sincerely,

Ken Borders - Customer Service Engineer
Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Phone (606) 929-1453
klborders@aep.com

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-1
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-1

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intends to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity – The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity – The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration – The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

(Cont'd on Sheet No. 26-2)

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of An Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

6/30/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 162
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-2

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Startup Duration – The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency – The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics – The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the rates be less than the sum of the Tariff I.G.S. Energy Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Adjustment Clause, Asset Transfer Rider, Big Sandy Retirement Rider, Big Sandy I Operation Rider, Purchase Power Rider, KY Economic Development Surcharge, Environmental Surcharge, and the Capacity Charge.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

DELAYED PAYMENT CHARGE.

This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

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DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

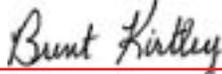
ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of an Order of the Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE 6/30/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-3
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-3

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

MONTHLY BILLING DEMAND.

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

MONTHLY BILLING ENERGY.

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

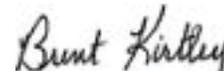
By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH



EFFECTIVE

6/30/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 1ST REVISED SHEET NO. 10- 1
 CANCELLING P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 10- 1

TARIFF I.G.S.
(Industrial General Service)

AVAILABILITY OF SERVICE.

Available for commercial and industrial customers with contract demands of at least 1,000 KW. Customers shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet normal maximum requirements.

RATE.

	<u>Secondary</u>	<u>Primary</u>	<u>Service Voltage Subtransmission</u>	<u>Transmission</u>
Tariff Code	356	358/370	359/371	360/372
Service Charge per month	\$ 276.00	\$ 276.00	\$ 794.00	\$ 1,353.00
Demand Charge per KW				
Of monthly on-peak billing demand	\$ 18.23	\$ 15.21	\$ 10.02	\$ 9.75
Of monthly off-peak billing demand	\$ 1.10	\$ 1.07	\$ 1.05	\$ 1.04
Energy Charge per KWH	3.242 ¢	3.126 ¢	3.090 ¢	3.052 ¢

RRRR

Reactive Demand Charge for each kilovar of maximum leading or lagging reactive demand in excess of 50 percent of the KW of monthly metered demand \$0.69/ KVAR

For the purpose of this tariff, the on-peak billing period is defined as 7:00 AM to 9:00 PM for all weekdays, Monday through Friday. The off-peak billing period is defined as 9:00 PM to 7:00 AM for all weekdays and all hours of Saturday and Sunday.

MINIMUM DEMAND CHARGE.

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>Secondary</u>	<u>Primary</u>	<u>Subtransmission</u>	<u>Transmission</u>
\$19.59/KW	\$16.53 /KW	\$11.32/KW	\$11.03/KW

The minimum billing demand shall be the greater of 60% of the contract capacity set forth on the contract for electric service or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the Service Charge plus the Minimum Demand Charge.

FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

SYSTEM SALES CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a System Sales Factor per KWH calculated in compliance with the System Sales Clause contained in Sheet Nos. 19-1 and 19-2 of this Tariff Schedule.

(Cont'd on Sheet No. 10-2)

DATE OF ISSUE: August 27, 2015

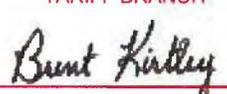
DATE EFFECTIVE: Bills Rendered On And After September 29, 2015

ISSUED BY: JOHN A. ROGNES III

TITLE: Director Regulatory Services

By authority of an Order by the Public Service Commission

In Case No. 2014-00450 Dated August 11, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE 9/29/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 10-2
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 10-2

**TARIFF I.G.S.
(Industrial General Service)**

DEMAND-SIDE MANAGEMENT ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Demand-Side Management Adjustment Clause Factor per KWH calculated in compliance with the Demand-Side Management Adjustment Clause contained in Sheet Nos. 22-1 through 22-15 of this Tariff Schedule, unless the customer is an industrial who has elected to opt-out in accordance with the terms pursuant to the Commission's Order in Case No. 95-427.

ASSET TRANSFER RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by an Asset Transfer Adjustment Factor based on a percent of revenue in compliance with the Asset Transfer Rider contained in Sheet No. 36-1 through 36-2 of this Tariff Schedule. The Asset Transfer Adjustment Factor will be applied to bills until such time as the pro rata amount (computed on a 365-day annual basis) authorized to be recovered via Tariff A.T.R. in the Stipulation and Settlement Agreement, approved as modified by the Commission by its order dated October 7, 2013 in Case No. 2012-00578, has been recovered.

BIG SANDY RETIREMENT RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy Retirement Rider Adjustment Factor based on a percent of revenue in compliance with the Big Sandy Retirement Rider contained in Sheet No. 38-1 through 38-2 of this Tariff Schedule.

BIG SANDY I OPERATION RIDER.

Bills computed according to the rates set forth herein will be increased or decreased by a Big Sandy I Operation Rider Adjustment Factor per kW and/or kWh calculated in compliance with the Big Sandy I Operation Rider contained in Sheet Nos. 39-1 through 39-2 of this Tariff Schedule.

PURCHASE POWER ADJUSTMENT.

Bills computed according to the rates set forth herein will be increased or decreased by a Purchase Power Adjustment Factor based on a percent of revenue in compliance with the Purchase Power Adjustment contained in Sheet No. 35-1 of this Tariff Schedule.

ENVIRONMENTAL SURCHARGE.

Bills computed according to the rates set forth herein will be increased or decreased by an Environmental Surcharge adjustment based on a percent of revenue in compliance with the Environmental Surcharge contained in Sheet Nos. 29-1 through 29-7 of the Tariff Schedule.

CAPACITY CHARGE.

Bills computed according to the rates set forth herein will be increased by a Capacity Charge Factor per KWH calculated in compliance with the Capacity Charge Tariff contained in Sheet No. 28-1 through 28-2 of this Tariff Schedule.

(Cont'd on Sheet No. 10-3)

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of An Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

6/30/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 10-3
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 10-3

TARIFF I.G.S.
(Industrial General Service)

KENTUCKY ECONOMIC DEVELOPMENT SURCHARGE.

Applicable to all customers. Bills computed according to the rates set forth herein shall be increased by a KEDS charge of \$0.15 per month and shall be shown on the customers' bills as a separate line item. The KEDS charge will be applied to all customer electric bills rendered during the billing cycles commencing July 2015 and continue until otherwise directed by the Public Service Commission.

DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

METERED VOLTAGE.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a Customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

MONTHLY BILLING DEMAND.

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator.

(Cont'd on Sheet No. 10-4)

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of An Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE 6/30/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 10-4
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 10-4

TARIFF I.G.S.
(Industrial General Service)

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 12 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than two years.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

CONTRACT CAPACITY

The Customer shall set forth the amount of capacity contracted for ("the contract capacity") in an amount equal to or greater than 1,000 KW in multiples of 100 KW. The Company is not required to supply capacity in excess of such contract capacity except with express written consent of the Company.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial Customers who furnish service to Customer-owned camps or villages where living quarters are rented to employees and where the Customer purchases power at a single point for both the power and camp requirements.

This tariff is also available to Customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the Customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 1,000 KW. The Company shall not be obligated to supply demands in excess of that contracted capacity. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

Customer with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of An Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

6/30/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

From: George Scienski [<mailto:GScienski@LSPower.com>]
Sent: Tuesday, June 27, 2017 3:43 PM
To: Kenneth L Borders
Cc: sgreene@riversidegeneration.com
Subject: [EXTERNAL] RE: Kentucky Power - Question about station netting
- Riverside Generation

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

Ken:

Riverside has spent some time reviewing your email and researching the issue of station service netting. For the reasons detailed within the attached, we believe that we qualify for the remote self-supply provisions described in the tariff and summarized in your email. Please review the attached (hardcopy sent via FedEx). We look forward to discussing and resolving the matter.

Thanks,

George

George S. Scienski
LS Power Development, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816
office phone (NJ): 732-867-5860
office phone (SCES): 254-896-4218
cell phone: 732-354-7641
fax: 732-249-7290
gscienski@lspower.com

-----Original Message-----

From: Ken Borders [<mailto:klborders@aep.com>]
Sent: Friday, March 17, 2017 3:28 PM
To: George Scienski
Subject: Kentucky Power - Question about station netting - Riverside Generation

Mr. Scienski,

A few weeks ago you inquired about the possibility of "netting" station power in order to obtain power at a wholesale rate for the Riverside facility in Lawrence County, Kentucky. Kentucky Power offers the response to your question below.

As an independent power producer within Kentucky Power Company's retail service territory, the Riverside generating facility is required to obtain station power at retail from Kentucky Power under the PSC-approved Tariff N.U.G. (Non-Utility Generator), as Riverside has done for many years. Tariff N.U.G., which is attached, does not permit an IPP to obtain station power at wholesale under the PJM Open Access Transmission Tariff unless the IPP can "provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply)." Our understanding is that there are no other "commonly owned generation facilities" in the same corporate entity

as the Riverside generating facility, and therefore Riverside is not eligible for remote self-supply and may not obtain station power at wholesale under the PJM tariff. Rather, Riverside must continue to obtain station power at retail from Kentucky Power under Tariff N.U.G.

Please note the Station Contract Capacity referred to in Tariff N.U.G. is supplied under the Industrial General Service tariff 360.

Tariff N.U.G. is attached along with Tariff I.G.S. (Industrial General Service). Should you have additional questions or need additional information please feel free to contact me.

Sincerely,

Ken Borders - Customer Service Engineer
Kentucky Power Company
12333 Kevin Avenue
Ashland, KY 41102
Phone (606) 929-1453
klborders@aep.com

From: Kenneth L Borders
Sent: Tuesday, June 27, 2017 4:51 PM
To: George Scienski
Subject: Re: [EXTERNAL] RE: Kentucky Power - Question about station netting - Riverside Generation

Thanks for your feedback, George. I have forwarded your email to others within our company and we will review. I am not in the office this week, but we will make plans to contact you in the near future.

Sent from my iPhone

> On Jun 27, 2017, at 2:46 PM, George Scienski <GScienski@LSPower.com> wrote:

>
> This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

>
> *****

> Ken:

>
> Riverside has spent some time reviewing your email and researching the issue of station service netting. For the reasons detailed within the attached, we believe that we qualify for the remote self-supply provisions described in the tariff and summarized in your email.

> Please review the attached (hardcopy sent via FedEx). We look forward to discussing and resolving the matter.

>
> Thanks,
>
> George

> -----
> George S. Scienski
> LS Power Development, LLC
> One Tower Center, 21st Floor
> East Brunswick, NJ 08816
> office phone (NJ): 732-867-5860
> office phone (SCES): 254-896-4218
> cell phone: 732-354-7641
> fax: 732-249-7290
> gscienski@lspower.com

>
>
> -----Original Message-----
> From: Ken Borders [mailto:klborders@aep.com]
> Sent: Friday, March 17, 2017 3:28 PM
> To: George Scienski
> Subject: Kentucky Power - Question about station netting - Riverside Generation

>
> Mr. Scienski,
>

> A few weeks ago you inquired about the possibility of "netting" station power in order to obtain power at a wholesale rate for the Riverside facility in Lawrence County, Kentucky. Kentucky Power offers the response to your question below.

>

> As an independent power producer within Kentucky Power Company's retail service territory, the Riverside generating facility is required to obtain station power at retail from Kentucky Power under the PSC-approved Tariff N.U.G. (Non-Utility Generator), as Riverside has done for many years. Tariff N.U.G., which is attached, does not permit an IPP to obtain station power at wholesale under the PJM Open Access Transmission Tariff unless the IPP can "provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply)." Our understanding is that there are no other "commonly owned generation facilities" in the same corporate entity as the Riverside generating facility, and therefore Riverside is not eligible for remote self-supply and may not obtain station power at wholesale under the PJM tariff. Rather, Riverside must continue to obtain station power at retail from Kentucky Power under Tariff N.U.G.

>

> Please note the Station Contract Capacity referred to in Tariff N.U.G. is supplied under the Industrial General Service tariff 360.

>

> Tariff N.U.G. is attached along with Tariff I.G.S. (Industrial General Service). Should you have additional questions or need additional information please feel free to contact me.

>

> Sincerely,

>

> Ken Borders - Customer Service Engineer Kentucky Power Company
> 12333 Kevin Avenue
> Ashland, KY 41102
> Phone (606) 929-1453
> klborders@aep.com
> <170627-RGC-KPC Riverside-Station Power Netting under Tariff
> N.U.G..pdf>

From: David Samford [<mailto:david@gosssamfordlaw.com>]
Sent: Monday, August 07, 2017 5:03 PM
To: Gish, Jr., Kenneth J.
Cc: Overstreet, Mark R.
Subject: Re: Riverside

Mark or Ken,

Can you please advise when Riverside will be receiving the response to its June 27th letter? Nothing has been received to date and it has been nearly six weeks since the letter was sent and ten days since we were advised that a response would be forthcoming shortly. Thank you.

Have a good day,

David Samford

Sent from my iPhone

On Jul 28, 2017, at 1:21 PM, Gish, Jr., Kenneth J. <kgish@stites.com> wrote:

David,

Mark, who is traveling, asked me to forward along to you that Kentucky Power will not be removing its request to change the Special Terms and Conditions section of Tariff N.U.G. in Case 2017-00179. Kentucky Power is currently working on a response to Riverside's June 27, 2017 letter.

Please let me know if you have any questions.

Thanks, Ken

Kenneth J. Gish, Jr.

Member

Direct: 859-226-2293

Fax: 859-425-7996

kgish@stites.com

STITES & HARBISON PLLC

250 West Main Street, Suite 2300, Lexington, KY 40507-1758

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NOTICE:This message is intended only for the addressee and may contain information that is privileged, confidential and/or attorney work product. If you are not the intended recipient, do not read, copy, retain or forward this message or any attachment. Please notify the sender immediately and delete all copies of the message and any attachments. Neither the transmission of this message or any attachment, nor any error in transmission, constitutes a waiver of any applicable legal privilege.

From: Kenneth L Borders
Sent: Friday, August 11, 2017 3:03 PM
To: George Scienski (GScienski@LSPower.com)
Subject: Kentucky Power - Question about station netting - Riverside Generation

Mr. Scienski,

Thank you for your letter dated June 27, 2017 that provided additional detail for Kentucky Power's consideration with respect to Riverside Generating Company LLC's request to terminate retail service under Tariff I.G.S. (Industrial General Service) and receive station power service directly from PJM under a remote self-supply arrangement. Because Riverside's units are located on a single site, a remote self-supply arrangement is not available.

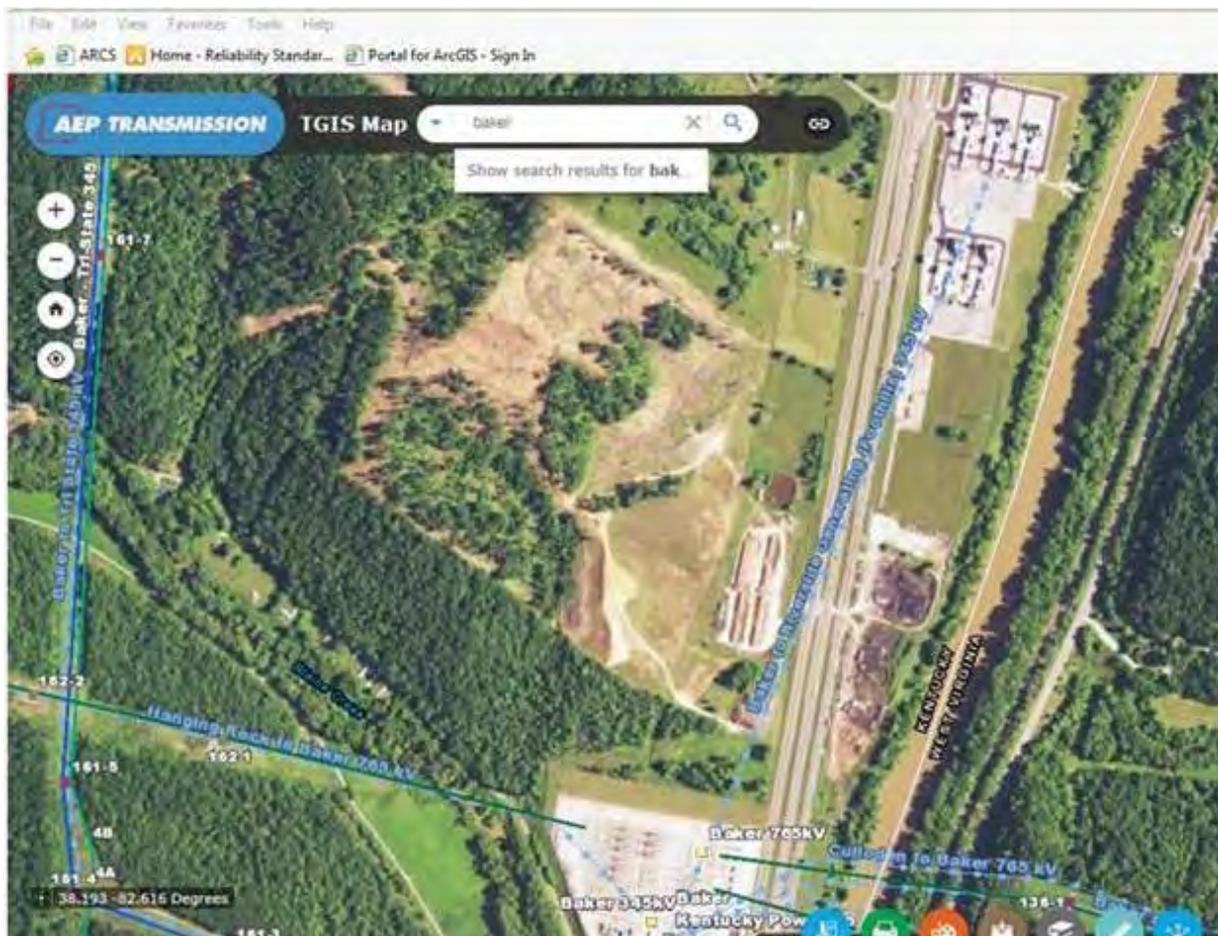
Although Riverside contends that "the Zelda site and the Foothills site may as well be located ten, twenty or even hundreds of miles from each other," the fact remains that they are not. The Riverside site is interconnected with Kentucky Power's grid at the Baker Substation and is served under a single retail billing account with Kentucky Power. An aerial photo demonstrating that Riverside's generating units are located on the same site connected to Kentucky Power's grid at the Baker Substation is attached as Exhibit A.

Further, separate identification and reporting at PJM is not sufficient to divide Riverside's single site into two separate sites. It is not uncommon for individual units of a multiple unit facility to be identified and reported separately at PJM, and this is often the case for a facility with multiple units that have been put in service at different times, as was the case with the Zelda and Foothills generators.

Because Riverside's Zelda and Foothills generators are located on the same site, they do not qualify for the remote self-supply provision of Kentucky Power's Tariff N.U.G (Non-Utility Generator). Accordingly, Kentucky Power will continue to bill Riverside's single retail billing account for the station power it receives under Tariff I.G.S.

Should you have additional questions or need additional information, please feel free to contact me.

EXHIBIT A



KENNETH L BORDERS | CUSTOMER SVCS ENGINEER PRIN

KLBORDERS@AEP.COM | D:606.929.1453

12333 KEVIN AVENUE, ASHLAND, KY 41102



KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

5 To the extent Kentucky Power objects to responding to all or any part of a Request for Information herein on the grounds of privilege, please provide a log identifying the full grounds of such privilege, including the factual predicate for invoking the privilege, and, in the case of any communications (whether oral or written), the persons who heard and/or read such communication.

RESPONSE

Please refer to KPCO_R_Riverside_1_5_Attachment1.pdf for the requested privilege log.

Witness: Ranie K. Wohnhas

Privilege Log

Reference	Date	Basis	Description
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 6 of 89 (redaction).	July 6, 2001	Attorney-Client privileged communication	Discussion regarding legal and regulatory frameworks and applicability to specific factual predicate in connection with service to Dynegey at the Riverside Generating Facility and temporary auxiliary power from Illinois Power. Author: Errol K. Wagner. Recipients: Kevin F. Duffy, Esq., Edgar J. Clayton, David M. Roush.
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 6 of 89 (redaction).	July 6, 2001	Attorney-Client privileged communication	Discussion regarding legal and regulatory frameworks and applicability to specific factual predicate in connection with service to Dynegey at the Riverside Generating Facility and temporary auxiliary power from Illinois Power. Author: David M. Roush. Recipients: Errol K. Wagner, Kevin F. Duffy, Esq., Edgar J. Clayton, Daniel R. Kinney.
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 6 of 89 (redaction).	July 6, 2001	Attorney-Client privileged communication	Discussion regarding legal and regulatory frameworks and applicability to specific factual predicate in connection with service to Dynegey at the Riverside Generating Facility and temporary auxiliary power from Illinois Power. Author: Kevin F. Duffy, Esq. Recipients: Errol K. Wagner, David M. Roush, Edgar J. Clayton.
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 6-7 of 89 (redaction).	June 6, 2001	Attorney-Client privileged communication	Discussion regarding legal and regulatory frameworks and applicability to specific factual predicate in connection with service to Dynegey at the Riverside Generating Facility and temporary auxiliary power from Illinois Power. Author: David M. Roush, Kevin F. Duffy, Esq., Edgar J. Clayton
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 69 of 89 (redaction).	September 5, 2001	Attorney-Client privileged communication; Attorney Work Product	Discussion regarding anticipated regulatory legal proceedings and related regulatory and legal frameworks and applicability to specific factual predicate related to the electric transmission interconnection of Dynegey's expansion of the Riverside Generating Facility. Author: Jay H. Johnson. Recipients: Jeffrey A. Barsch; Anthony J. Boyd; Brent L. Bush; Kevin F. Duffy; Esq. Johnny R. Garcia; Darrell E. Guill; Terry D. Hutchinson; Paul G. Johnson; Dennis R. Jones; Donald F. Lowry; Mark G. Majka; Roderick A. Oberster; Tony Paragon; David Parrish; Masoud Rafiee; Ronald D. Ryan; Mohan K. Sachdeva; John W. Shields; Richard D. Smelker; Timothy V. Straders; Ronald J. Wellman; Matthew S. Williams.
Riverside 1-3 - KPCO_R_Riverside_1_3_Attachment1.pdf at 54 of 89 (redaction).	November 28, 2001	Attorney-Client privileged communication; Attorney Work Product	Notes prepared in anticipation of regulatory legal filing and reflecting matters discussed with and matters to be discussed with legal counsel related to providing electric service to Dynegey at the Riverside Generating Facility, as well as notes pertaining to other unrelated legal matters and ongoing regulatory litigation reflecting communications with legal counsel. Author: Edgar J. Clayton
Riverside 1-4	March 9, 2017	Attorney-Client privileged communication	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Terry L. Hemsworth. Recipients: Kenneth L. Borders; Hector Garcia, Esq.; John A. Rogness III.

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Riverside 1-4	March 9, 2017	Attorney-Client privileged communication	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Kenneth L. Borders. Recipients: Hector Garcia, Esq.; Terry L. Hemsworth; John A. Rogness III.
Riverside 1-4	March 9, 2017	Attorney-Client privileged communication	Follow-up communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Hector Garcia, Esq. Recipients: Kenneth L. Borders; Terry L. Hemsworth; John A. Rogness III.
Riverside 1-4	March 10, 2017	Attorney-Client privileged communication	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Stephen J. Globeck. Recipients: Kenneth L. Borders; David M. Canter; John C. Crespo, Esq.; Amanda R. Conner, Esq.; Hector Garcia, Esq.; Terry L. Hemsworth; Matthew S. McKenzie, Esq.; Robert Pennybaker; John A. Rogness III; David M. Roush; Daniel L. Snider.
Riverside 1-4	March 16, 2017	Attorney-Client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Matthew S. McKenzie, Esq. Recipients: Amanda R. Conner, Esq.; John C. Crespo, Esq.; Stephen J. Globeck; Steven T. Nourse, Esq.; David M. Roush.
Riverside 1-4	March 17, 2017	Attorney-Client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Matthew S. McKenzie, Esq. Recipients: Kenneth L. Borders; David M. Canter; Amanda R. Conner, Esq.; John C. Crespo, Esq.; Hector Garcia, Esq.; Stephen J. Globeck; Terry L. Hemsworth; Robert Pennybaker; John A. Rogness III; David M. Roush; Daniel L. Snider.

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Riverside 1-4	July 3, 2017	Attorney-Client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Kenneth L. Borders. Recipients: Del Borden; David M. Canter; John C. Crespo, Esq.; Amanda R. Conner, Esq.; Hector Garcia, Esq.; Stephen J. Globeck; Terry L. Hemsworth; Robert Pennybaker; John A. Rogness III; David M. Roush; Daniel L. Snider.
Riverside 1-4	July 3, 2017	Attorney-Client privileged communication	Communication reflecting discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Hector Garcia, Esq. Recipients: Kenneth L. Borders; Matthew S. McKenzie, Esq.
Riverside 1-4	July 14, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client.	Communication reflecting discussions between in-house counsel and representatives of client pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Kenneth L. Borders. Recipients: Del Borden; Alex E. Vaughan; Ranie K. Wohnhas.
Riverside 1-4	July 26, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client.	Communication reflecting discussions between in-house counsel and representatives of client pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations' for the purpose of facilitating the rendition of professional legal services to the client. Author: Kenneth L. Borders. Recipients: Del Borden; Alex E Vaughan; Ranie K Wohnhas.

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Riverside 1-4	August 7, 2017	Attorney-Client privileged communication	Communication reflecting discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Mark R. Overstreet, Esq. Recipients: Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Kenneth J. Gish, Esq.; Alex E. Vaughan; Ranie K. Wohnhas.
Riverside 1-4	August 7, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client.	Communication reflecting discussion with Hector Garcia, Esq.; Kenneth J. Gish, Esq.; Mark Overstreet, Esq., and representatives of client, pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations, for the purpose of facilitating the rendition of professional legal services to the client. Author: Alex E. Vaughan. Recipients: David M. Roush.
Riverside 1-4	August 8, 2017	Attorney-Client privileged communication	Communication reflecting discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Alex E. Vaughan. Recipients: Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Kenneth J. Gish, Esq.; Matthew S. McKenzie, Esq.; Mark Overstreet, Esq.; Ranie K. Wohnhas.
Riverside 1-4	August 8, 2017	Attorney-Client privileged communication	Follow up communication reflecting discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Alex E. Vaughan. Recipients: Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Kenneth J. Gish, Esq.; Matthew S. McKenzie, Esq.; Mark Overstreet, Esq.; Ranie K. Wohnhas.

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Riverside 1-4	August 8, 2017	Attorney-Client privileged communication; Attorney Work Product.	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., applicability of station power remote self-supply provisions in PJM's OATT, and related legal strategy considerations. Author: Mark R. Overstreet, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Kenneth J. Gish, Esq.; Matthew S. McKenzie, Esq.; David M. Roush; Matthew J. Satterwhite; Alex E. Vaughan; Ranie K. Wohnhas.
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Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Amy J. Elliott. Recipients: Del Borden; Kenneth L. Borders; Matthew J. Satterwhite; Hector Garcia, Esq.; Kenneth Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush.
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Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Continuing follow-up discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Kenneth J. Gish, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Follow-up discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Hector Garcia, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Kenneth J. Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Follow-up discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Hector Garcia, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Kenneth J. Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Kenneth J. Gish, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 10, 2017	Attorney-client privileged communication	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Amy J. Elliott. Recipients: Del Borden; Kenneth L. Borders; Matthew J. Satterwhite; Hector Garcia, Esq.; Kenneth Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Ranie K. Wohnhas.

Privilege Log

Reference	Date	Basis	Description
Riverside 1-4	August 11, 2017	Attorney-client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Amy J. Elliott. Recipients: Del Borden; Kenneth L. Borders; Hector Garcia, Esq.; Kenneth Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite; Ranie K. Wohnhas.
Riverside 1-4	August 11, 2017	Attorney-client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Ranie K. Wohnhas. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Kenneth Gish, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 11, 2017	Attorney-client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client.	Follow up discussion between representatives of client pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside, for the purpose of facilitating the rendition of professional legal services to the client. Author: Kenneth L. Borders. Recipients: Del Borden; Amy J. Elliott.
Riverside 1-4	August 11, 2017	Attorney-client privileged communication	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Kenneth J. Gish, Esq. Recipients: Del Borden; Kenneth L. Borders; Amy J. Elliott; Hector Garcia, Esq.; Matthew McKenzie, Esq.; Mark Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite.
Riverside 1-4	August 14, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client.	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside. Author: Amy J. Elliott. Recipients: Kenneth J. Gish, Esq.; Matthew S. McKenzie; Mark R. Overstreet, Esq.; David M. Roush; Matthew J. Satterwhite; Stephen L. Sharp, Jr.; Alex E. Vaughan; Ranie K. Wohnhas.
Riverside 1-4	August 14, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside' for the purpose of facilitating the rendition of professional legal services to the client. Author: Kenneth L. Borders. Recipients: Amy J. Elliott.

Privilege Log

Reference	Date	Basis	Description
		professional legal services to the client.	
Riverside 1-4	December 6, 2017	Attorney-Client privileged communication; confidential attorney work product.	Discussion pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related anticipate litigation. Author: Hector Garcia, Esq. Recipients: Bill Allen; James R. Bacha; Amanda R. Conner, Esq.; John C. Crespo; Matthew A. Horeled; Melva J. Lutton; Matthew S. McKenzie, Esq.; David M. Roush; Betsy Sekula; Alex E. Vaughan; Ranie K Wohnhas.
Riverside 1-4	December 7, 2017	Attorney-Client privileged communication between representatives of the client for the purpose of facilitating the rendition of professional legal services to the client. Document protected by the attorney work product doctrine.	Communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related negotiations between Kentucky Power and Riverside' for the purpose of facilitating the rendition of professional legal services to the client. Author: Kenneth L. Borders. Recipients: Alex E. Vaughan, Ranie K. Wohnhas, Delinda Borden
Riverside 1-4	December 7, 2017	Attorney-Client privileged communication; document protected by the attorney work product doctrine.	Follow-up communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related anticipated regulatory litigation. Author: Ranie K. Wohnhas. Recipients: Amy J. Elliott; Kenneth L. Borders; Mark R. Overstreet, Esq.; Matthew J. Satterwhite; Alex E. Vaughan.
Riverside 1-4	December 7, 2017	Attorney-Client privileged communication; document protected by the attorney work product doctrine.	Follow-up communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related anticipated regulatory litigation. Author: Alex E. Vaughan. Recipients: Amy J. Elliott; Kenneth L. Borders; Mark R. Overstreet, Esq.; Matthew J. Satterwhite; Ranie K. Wohnhas .
Riverside 1-4	December 7, 2017	Attorney-Client privileged communication; document protected by the attorney work product doctrine.	Follow-up communication pertaining to client's request for legal advice and legal counsel's advice regarding Riverside's retail service under Kentucky Power's Tariff N.U.G., and related anticipated regulatory litigation. Author: Alex E. Vaughan. Recipients: Amy J. Elliott; Kenneth L. Borders; Mark R. Overstreet, Esq.; Matthew J. Satterwhite; Ranie K. Wohnhas.

DATA REQUEST

- 6 Refer to Kentucky Power's Answer. Please state all facts and identify all documents relied upon in support of Kentucky Power's Third Defense, and particularly Kentucky Power's statement that "...the facts as alleged in the Complaint, even if proven by Riverside, do not entitle Riverside to self-supply remotely and take service under PJM's OATT.

RESPONSE

The Company's Third Defense recognizes that Riverside is not entitled to self-supply remotely and take service under PJM's OATT even assuming the Zelda and Foothills generating units were distinct and remote facilities (which they are not) as alleged in paragraphs three, eight, nine, and 10 of Riverside's complaint. Remote self-supply under PJM's OATT requires that the generating facilities are owned by the same legal entity. Moreover, remote self-supply under PJM's OATT, by its own terms, is not available to displace a generator's obligation to pay for retail service related to station power served by retail supply.

The facts and documents Kentucky Power relies upon in raising this defense include:

(a) Riverside's responses to KPSC 1-1(a); KPSC 1-1(b); KPSC 1-4; KPSC 1-7; KPSC 1-8; KPCo 1-1; KPCO 1-6; KPCo 1-7; KPCo 1-8; KPCo 1-9; KPCo 1-10; KPCo 1-11; KPCo 1-12; and KPCo 1-13.

(b) The following PJM OATT sections and materials:

TRANSMISSION TARIFF --> OATT VI. ADMINISTRATION AND STUDY OF NEW SERVICE

REQUESTS; R --> OATT ATTACHMENT K – APPENDIX --> OATT ATTACHMENT K APPENDIX SECTION 1 - MARKET

OPERATIONS --> OATT Attachment K Appendix Sec 1.7 General – 1.7

Intra-PJM Tariffs --> OPEN ACCESS TRANSMISSION TARIFF --> OATT VI. ADMINISTRATION AND STUDY OF NEW SERVICE

REQUESTS; R --> OATT ATTACHMENT O --> OATT ATTACHMENT O APPENDIX 2 --> OATT ATTACHMENT O.A2.2

Interconnection Service --> OATT ATTACHMENT O.A2.2.3 No Transmission Services:

PJM Manual 28: Operating Agreement Accounting; Revision 79; Section 13: Station Power Accounting

Please see KPCO_R_Riverside_1_6_Attachment1.pdf for PJM Member Community Whitepaper.

(c) Riverside Response to KPSC 1-6, page 3-4 of 27 (January 24, 2017 e-mail from Helen M. Burnley (PJM) to George Scienski (Riverside):

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018
Page 2 of 2

Generators can group together to form a single station service netting portfolio. A portfolio is defined by generators that share the same lowest level of corporate ownership.

If a generator has defined itself as its own LLC, it cannot net with other generators, even if they are "owned" in the PJM market by a common member. For example, if Unit A and Unit B are owned in the PJM Energy Market settlements by Power Marketer X. If there is a Unit A LLC and a Unit B LLC, these two units cannot net relative to the Station Service netting evaluation.

Conversely, if the two units are "owned" in the PJM Energy Market settlements by two different PJM Members but their lowest level corporate parent is the same company, they can net relative to the station service netting evaluation.

KPSC 1-6 pages 6-14, 18-27 (e-mails from Ken Borders (Kentucky Power) to George Scienski (Riverside)).

(d) Testimony of Ranie K. Wohnhas at pages 10-15

Witness: Ranie K. Wohnhas

PJM Station Power Settlements

Solution Details

Article Type Solution Article

Knowledge
Manager

Expiration Date 9/1/2017

Article Content

The mechanics of PJM's Station Power settlements are documented in Manual 28, Section 13 as well as in the PJM Tariff, Attachment K - Appendix, Section 1.7.10. Station Power Settlements occur on a one-month lag.

As part of PJM's station power settlements, PJM determines if a generator self-supplied its Station Power or obtained Station Power from third-party providers.

A generator may self-supply Station Power for its generation facility during any month (1) when the net output of such facility is positive, or (2) when the net output of such facility is negative and the generator during the same month has available at other of its generation facilities positive net output in an amount at least sufficient to offset fully negative net output.

PJM station power settlements is controlled by what is or is not submitted to PJM via the Power Meter tool.

- If the generator has a wholesale station service arrangement, a negative MWh value should be reported in Power Meter when the unit is off-line and consuming energy.
- If the generator has a superseding retail station service arrangement, a zero (0) MWh value should be reported in Power Meter when the unit is off-line and consuming energy. In this case, compensation for station power consumption is handled bilaterally between the EDCs and generation owners and PJM billing adjustments for station power are not applicable.
- Regardless of which party actually controls the submission of values into Power Meter, it is both the EDC and Generation Owner's mutual responsibility to ensure values are submitted into Power Meter as accurately as possible by the established submission deadlines.
 - For example, the Generation Owner should not submit Station Power negatives into Power Meter during offline hours if they have a superseding retail agreement with the EDC or another third party.
 - Similarly, the EDC would want to make sure Station Power negatives are submitted into Power Meter if they have no retail Station Power agreement with the generator.
 - If a participant needs information on contacts at a given EDC regarding Station Power arrangements, you can give PJM permission to forward your contact information and inquiry to the given EDC's registered Power Meter users.

For the PJM weekly and monthly bills, PJM market settlements are based on generator values as reported to Power Meter. Positive Generation reported in Power Meter would result in a credit (MWh * LMP) on the PJM Bill. Negative Generation (i.e. consumption) reported in Power Meter would result in a charge (MWh * LMP) on the PJM Bill.

After the given month's bill is issued, PJM evaluates if a generator (or group of generators) has net negative generation for the month. The generators that have a net negative amount of MWs for the month will then be classified into two categories.

If a group of generators had net positive total generation for the calendar month but had one or more individual generators each had a total negative generation for the month, the negative generators had Remote Self-Supply. Remote self-supply indicates station power at a particular generator was supplied from another generator in its portfolio.

Remote Self-Supply

For those generators which received Station Power through Remote Self-Supply, the PJM member needs to be charged non-firm point-to-point transmission service. This amount is based on the non-firm point-to-point transmission service rate multiplied by the negative MW amount.

If a generator or group of generators had net negative total generation for the month, those generators which had a negative net generation amount were served station power by retail supply/third party supply. Retail supply means the local EDC or other third party needed to serve the station power load of a generator and will therefore charge the generator owner the appropriate retail rates.

Retail Supply (Third-Party Supply)

In situations of Retail Supply, the generator is charged the wholesale rate for station service (the LMP for the generator bus) during the original wholesale market settlements. However, since those generators actually received Station Power through Retail Supply, the generator actually received the needed power from the local EDC or third party at the retail rate. This amount will be charged to the generator owner by the EDC, and the original wholesale LMP charge needs to be 'backed-out' - not charged to the generator. Thus the generator owner gets a credit, and the EDC will receive a charge, both of which are to balance the original wholesale charge which was made earlier in the settlements process.

Generators can group together to form a single station service netting portfolio. A portfolio is defined by generators which share the same lowest level corporate entity ownership.

- If a generator has defined itself as it is own LLC, it cannot net with other generators, even if they are "owned" in the PJM Market by a common member. For example, if unit A and unit B are "owned" in the PJM Energy Market settlements by Power Marketer X. If there is a Unit A LLC and a Unit B LLC, these two units cannot net relative to the Station Service netting evaluation.
- Conversely, if two units are "owned" in the PJM Energy Market settlements by two different PJM Members but their lowest level corporate parent is the same company, then they can net relative to the station service netting evaluation.
- As long as the portfolio is net Generation to the Grid for the month, then there is no retail billing. However, if a Unit within the portfolio is net negative, then PJM charges 67 Cents per MWh of net negative for the transmission service to remote supply from unit A to unit B.

Additional details can be found in PJM Manual 28, Section 13 at (Home > Library > Manuals) <http://www.pjm.com/library/manuals.aspx>

Last Published Date 12/12/2016 10:59 AM

Last Modified By [Glenn Weiss](#)

Information

First Published Date 8/29/2014 1:48 PM

Created By Bill Walker

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 7 Refer to the Wohnhas Testimony, page 4, wherein Mr. Wohnhas discusses the initial appearance of Tariff N.U.G. - Non-Utility Generator ("Tariff N.U.G.") as part of Kentucky Power's Tariff.
- (a) Please explain why Kentucky Power added Tariff N.U.G. to its tariff in or around October of 2001.
 - (b) Please describe in detail each time Kentucky Power has sought to amend its Tariff N.U.G.
 - (c) Please provide a copy of each version of Tariff N.U.G. that has been approved by the Commission and indicate the timeframe during which each version was valid.
 - (d) Please identify and describe each customer Kentucky Power has served under its Tariff N.U.G., as well as the terms and conditions of the service provided.

RESPONSE

- a. The tariff was intended to address the Company's understanding of then-existing FERC regulations and the advent of independent power producers.
- b and c. Kentucky Power sought to amend Tariff N.U.G. in Case Nos. 2005-00341, 2009-00459, 2014-00396, and 2017-00179. The approved Company modifications can be found in KPCO_R_Riverside_1_7_Attachment1.pdf.
- d. No customer other than Riverside is or has been served under Tariff N.U.G.

Witness: Ranie K. Wohnhas

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the customer shall provide advance notice to the Company.

CANCELLED
3-30-06

PUBLIC SERVICE COMMISSION
OF KENTUCKY

SEP 27 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

(Cont'd. on Sheet No. 28-2)

DATE OF ISSUE August 20, 2001

DATE EFFECTIVE September 27, 2001

ISSUED BY E. K. Wagner
E. K. WAGNER

DIRECTOR OF REGULATORY SERVICES

FRANKFORT, KENTUCKY

Issued by authority of an Order at the Public Service Commission in Case No.

Dated

TARIFF N.U.G. (Cont'd)
 (Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the customer for Startup Power Service under the terms of this tariff, the Company will provide the customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand-Side Management Adjustment Clause, and the Net Merger Savings Credit.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	Subtransmission 392	Transmission 393
Reservation Charge per kW	\$ 3.25	\$ 2.28
Reactive Demand Charge for each kiloVAR of maximum Leading or Lagging Reactive Demand in Excess of 50% of the kW of monthly metered demand	\$ 0.60 per kVAR	

Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

Monthly Billing Energy

Interval billing energy shall be measured each 15-minute interval of the month as the total kWh registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the customer must have a fully executed Interconnection Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

CANCELLED
 3-30-06

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

PURSUANT TO 807 KAR 501.1,
 SECTION 9 (1)
 BY: Stephan B. Bell
 SECRETARY OF THE COMMISSION

CANCELING ORIGINAL

SHEET NO. 28-3
SHEET NO.
P.S.C. ELECTRIC NO. 7

(Cont'd. on Sheet No. 28-3)

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TERM OF CONTRACT

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

CANCELLED
3-30-06

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 27 2001

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

DATE OF ISSUE August 20, 2001

DATE EFFECTIVE September 27, 2001

ISSUED BY

E. K. Wagner
E. K. WAGNER
NAME

DIRECTOR OF REGULATORY SERVICES
TITLE

FRANKFORT, KENTUCKY
ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No.

Dated

KENTUCKY POWER COMPANY

Original Sheet No. 26-1
Canceling _____ Sheet No. 26-1

P.S.C. ELECTRIC NO. 8

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

(Cont'd. on Sheet No. 26-2)

CANCELLED
JUN 29 2010
KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/30/2006
PURSUANT TO 807 KAR 5:011
SECTION 3(1)
By *[Signature]*
Director

DATE OF ISSUE March 20, 2006 DATE EFFECTIVE Service rendered on and after March 30, 2006
ISSUED BY E.K. WAGNER DIRECTOR OF REGULATORY SERVICES
NAME TITLE

Issued by authority of an Order by the Public Service Commission in Case No. 2005-00341 dated March 12, 2006

KENTUCKY POWER COMPANY

CANCELING ORIGINAL SHEET NO. 26-2
 SHEET NO. 26-2

PSC ELECTRIC NO. 8

TARIFF N.U.G. (Cont'd)
 (Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Experimental Demand-Side Management Adjustment Clause, the Net Merger Savings Credit, Environmental Surcharge and the Capacity Charge.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	Subtransmission	Transmission
	392	393
Reservation Charge per kW	\$4.16	\$2.31
Reactive Demand Charge for each kiloVAR of maximum leading or lagging reactive demand in excess of 50% of the KW of monthly metered demand...	\$ 0.67 per KVAR	

CANCELED
 JUN 29 2010
 KENTUCKY PUBLIC SERVICE COMMISSION

Delayed Payment Charge

This Tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

Monthly Billing Demand

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

Monthly Billing Energy

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

(Cont'd on Sheet 26-3)

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

3/30/2006

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

DATE OF ISSUE March 20, 2006 DATE EFFECTIVE Service rendered on and after March 30, 2006

ISSUED BY E.K. Wagner DIRECTOR OF REGULATORY AFFAIRS
 NAME TITLE By [Signature] ICKY

Executive Director

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00341 dated March 14, 2006

KENTUCKY POWER COMPANY

Original Sheet No. 26-3
Canceling _____ Sheet No. 26-3

P.S.C. ELECTRIC NO 8

**TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)**

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

CANCELLED
JUN 29 2010
KENTUCKY PUBLIC
SERVICE COMMISSION

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

EFFECTIVE

3/30/2006

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

DATE OF ISSUE March 20, 2006

DATE EFFECTIVE Service rendered on and after March 30, 2006

ISSUED BY E.K. Wagner
E.K. WAGNER
NAME

DIRECTOR OF REGULATORY SERVICES FRANKFORT KENTUCKY
TITLE

By [Signature]

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00341 dated March 14, 2006

CANCELLED
JUN 30 2015
 KENTUCKY PUBLIC
 SERVICE COMMISSION

KENTUCKY POWER COMPANY

Original Sheet No. 26-1
 Canceling Sheet No. 26-1

P.S.C. ELECTRIC NO. 9

TARIFF N.U.G.
 (Non-Utility Generator)

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intend to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. Commissioning Power - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. Station Power - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. Startup Power - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency - The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics - The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

(Cont'd on Sheet No. 26-2)

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE <u>July 16, 2010</u>	DATE EFFECTIVE <u>Service rendered on and after June 29, 2010</u>
ISSUED BY <u>E.R. Wagner</u> NAME	TARIFF BRANCH <u>FRANKFORT</u> ADDRESS
DIRECTOR OF REGULATORY SERVICES TITLE	EFFECTIVE <u>6/29/2010</u>
Issued by authority of an Order by the Public Service Commission in Case No. 2009-00459 dated June 28, 2010	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

DATE OF ISSUE July 16, 2010

DATE EFFECTIVE Service rendered on and after June 29, 2010

ISSUED BY E.R. Wagner
NAME

DIRECTOR OF REGULATORY SERVICES
TITLE

TARIFF BRANCH FRANKFORT
ADDRESS

Issued by authority of an Order by the Public Service Commission in Case No. 2009-00459 dated June 28, 2010

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

CANCELLED
JUN 30 2015
 KENTUCKY PUBLIC
 SERVICE COMMISSION

Original Sheet No. 26-2
 Canceling Sheet No. 26-2

PSC ELECTRIC NO. 9

TARIFF N.U.G. (Cont'd)
 (Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the generation rates be less than the sum of the Tariff C.I.P.-T.O.D. Energy Charge, the Fuel Adjustment Clause, the System Sales clause, the Demand-Side Management Adjustment Clause, Environmental Surcharge and the Capacity Charge.

(T)

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Monthly Transmission and Distribution Rates

Tariff Code	Service Voltage	
	Subtransmission <u>392</u>	Transmission <u>393</u>
Reservation Charge per kW	\$3.65	\$2.30
Reactive Demand Charge for each kiloVAR of maximum leading or lagging reactive demand in excess of 50% of the KW of monthly metered demand...	\$0.69 per KVAR	

(R)

(I)

DELAYED PAYMENT CHARGE.

This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(T)

MONTHLY BILLING DEMAND.

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

MONTHLY BILLING ENERGY.

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

(Cont'd on Sheet No. 26-3)

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
TARIFF BRANCH	
DATE OF ISSUE	DATE EFFECTIVE
ISSUED BY	TITLE
NAME	ADDRESS
6/29/2010	

DATE OF ISSUE July 16, 2010 DATE EFFECTIVE Service rendered on and after
 ISSUED BY *E.R. Wagner* E.R. WAGNER DIRECTOR OF REGULATORY AFFAIRS
 NAME TITLE

Brent Kinley
 FRANKFORT, KENTUCKY
 ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00459, dated June 29, 2010, PAR 5:011 SECTION 9 (1)

CANCELLED
JUN 30 2015
 KENTUCKY PUBLIC
 SERVICE COMMISSION

KENTUCKY POWER COMPANY

Original Sheet No. 26-3
 Canceling Sheet No. 26-3

P.S.C. ELECTRIC NO. 9

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE <u>July 16, 2010</u>	DATE EFFECTIVE <u>Service rendered on and after</u>
ISSUED BY <u>E.R. Wagner</u> E.R. WAGNER NAME	TARIFF BRANCH <u>FRANKFORD</u> ADDRESS EFFECTIVE <u>Brent Kirtley</u>
DIRETOR OF REGULATORY SERVICES	TITLE
Issued by authority of an Order of the Public Service Commission in Case No. 2009-00459 dated June 28, 6/29/2010	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

DATE OF ISSUE July 16, 2010

DATE EFFECTIVE Service rendered on and after

ISSUED BY E.R. Wagner
E.R. WAGNER
NAME

DIRETOR OF REGULATORY SERVICES
TITLE

TARIFF BRANCH FRANKFORD
ADDRESS EFFECTIVE Brent Kirtley

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00459 dated June 28, **6/29/2010**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-1
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-1

TARIFF N.U.G.
(Non-Utility Generator)

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intends to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity - The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration - The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

(Cont'd on Sheet No. 26-2)

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of An Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/30/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-2
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-2

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Startup Duration – The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency – The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics – The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the rates be less than the sum of the Tariff I.G.S. Energy Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Adjustment Clause, Asset Transfer Rider, Big Sandy Retirement Rider, Big Sandy I Operation Rider, Purchase Power Rider, KY Economic Development Surcharge, Environmental Surcharge, and the Capacity Charge.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

DELAYED PAYMENT CHARGE.

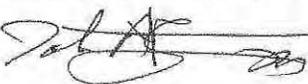
This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

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DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of an Order of the Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kinley</i>
EFFECTIVE 6/30/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-3
CANCELLING P.S.C. KY. NO. 10 SHEET NO. 26-3

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

MONTHLY BILLING DEMAND.

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

MONTHLY BILLING ENERGY.

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the Transmission Provider implement charges for Transmission Congestion, the Company shall provide 30 days written notice to the customer. Upon the expiration of such notice period, should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

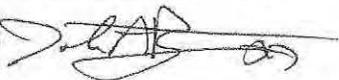
This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from commonly owned generation facilities that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

DATE OF ISSUE: July 10, 2015

DATE EFFECTIVE: Service Rendered On And After June 30, 2015

ISSUED BY: JOHN A. ROGNESS III



TITLE: Director Regulatory Services

By Authority Of Order By The Public Service Commission

In Case No. 2014-00396 Dated June 22, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/30/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY POWER COMPANY

**TARIFF N.U.G.
(Non-Utility Generator)**

AVAILABILITY OF SERVICE.

This tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intends to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.

Service to any load that is electrically isolated from the Customer's generator shall be separately metered and provided in accordance with the generally available demand-metered tariff appropriate for such service to the Customer.

This tariff is not available for standby, backup, maintenance, or supplemental service for wholesale or retail loads served by customer's generator.

DEFINITIONS.

1. **Commissioning Power** - The electrical energy and capacity supplied to the customer prior to the commercial operation of the customer's generator, including initial construction and testing phases.
2. **Station Power** - The electrical energy and capacity supplied to the customer to serve the auxiliary loads at the customer's generation facilities, usually when the customer's generator is not operating. Station Power does not include Startup Power.
3. **Startup Power** - The electrical energy and capacity supplied to the customer following a planned or forced outage of the customer's generator for the purpose of returning the customer's generator to synchronous operation.

COMMISSIONING POWER SERVICE.

Customers requiring Commissioning Power shall take service under Tariff T.S. or by special agreement with the Company.

The Customer shall coordinate its construction and testing with the Company to ensure that the customer's operations do not cause any undue interference with the Company's obligations to provide service to its other customers or impose a burden on the Company's system or any system interconnected with the Company.

STATION POWER SERVICE.

Customers requiring Station Power shall take service under the generally available demand-metered tariff appropriate for the customer's Station Power requirements.

Station Contract Capacity – The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Station Power requirements that the Company is expected to supply under the generally available demand-metered tariff appropriate for the customer.

STARTUP POWER SERVICE.

Customers requiring Startup Power have the option of contracting for such service under the terms of this tariff or under the generally available demand-metered tariff appropriate for the customer's Startup Power requirements.

Startup Contract Capacity – The Customer shall contract for a definite amount of electrical capacity in kW sufficient to meet the maximum Startup Power requirements that the Company is expected to supply.

Startup Duration – The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

(Cont'd on Sheet No. 26-2)

DATE OF ISSUE: February 7, 2018

DATE EFFECTIVE: Service Rendered On And After January 19, 2018

ISSUED BY: /s/ Ranie K. Wohnhas

TITLE: Managing Director, Regulatory & Finance

By Authority Of an Order of the Public Service Commission

In Case No. 2017-00179 Dated January 18, 2018



KENTUCKY POWER COMPANY

P.S.C. KY. NO. 11 ORIGINAL SHEET NO. 26-2
CANCELLING P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-2

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

STARTUP POWER SERVICE. (cont'd)

Startup Duration – The Customer shall contract for a definite number of hours sufficient to meet the maximum period of time for which the Company is expected to supply Startup Power.

Startup Frequency – The Customer shall contract for a definite number of startup events sufficient to meet the maximum number of times per year that the Company is expected to supply Startup Power.

Other Startup Characteristics – The customer shall provide to the Company other information regarding the customer's Startup Power requirements, including, but not limited to, anticipated time-of-use and seasonal characteristics.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company.

Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the rates be less than the sum of the Tariff I.G.S. Energy Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Adjustment Clause, Decommissioning Rider, Purchase Power Adjustment, KY Economic Development Surcharge, Environmental Surcharge, and the Capacity Charge.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

DELAYED PAYMENT CHARGE.

This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(Cont'd on Sheet No. 26-3)

DATE OF ISSUE: February 7, 2018

DATE EFFECTIVE: Service Rendered On And After January 19, 2018

ISSUED BY: /s/ Ranie K. Wohnhas

TITLE: Managing Director, Regulatory & Finance

By Authority Of an Order of the Public Service Commission

In Case No. 2017-00179 Dated January 18, 2018



KENTUCKY POWER COMPANY

P.S.C. KY. NO. 11 ORIGINAL SHEET NO. 26-3
CANCELLING P.S.C. KY. NO. 10 ORIGINAL SHEET NO. 26-3

TARIFF N.U.G. (Cont'd)
(Non-Utility Generator)

MONTHLY BILLING DEMAND.

The monthly billing demand in kW shall be taken each month as the highest single 15-minute integrated peak in kW as registered by a demand meter or indicator, less the Station Contract Capacity. The monthly billing demand so established shall in no event be less than the greater of (a) the Startup Contract Capacity or b) the customer's highest previously established monthly billing demand during the past 11 months.

MONTHLY BILLING ENERGY.

Interval billing energy shall be measured each 15-minute interval of the month as the total KWH registered by an energy meter or meters less the quotient of the Station Contract Capacity and four (4). In no event shall the interval billing energy be less than zero (0). Monthly billing energy shall be the sum of the interval billing energy for all intervals of the billing month.

TRANSMISSION SERVICE.

Transmission Provider – The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff, the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

Should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

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TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than one year.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 kW.

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from other generation facilities, owned by the same individual business entity that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

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DATE OF ISSUE: February 7, 2018

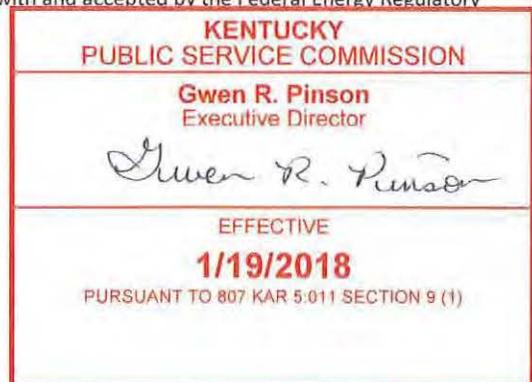
DATE EFFECTIVE: Service Rendered On And After January 19, 2018

ISSUED BY: /s/ Ranie K. Wohnhas

TITLE: Managing Director, Regulatory & Finance

By Authority Of an Order of the Public Service Commission

In Case No. 2017-00179 Dated January 18, 2018



KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

8 Refer to Tariff N.U.G., and specifically its opening sentence which reads, “[t]his tariff is applicable to customers with generation facilities which have a total design capacity of over 1,000 kW that intends to schedule, deliver and sell the net electric output of the facility at wholesale, and who require Commissioning Power, Startup Power and/or Station Power service from the Company.” What does Kentucky Power mean by “net electric output”?

RESPONSE

“Net Electric Output” means the power generated in excess of power consumed during the generation process. Net electric output does not include power consumed when not generating.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

9 When did Kentucky Power join PJM Interconnection, L.L.C. ("PJM")?

RESPONSE

October 1, 2004.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

10 Does Kentucky Power's tariff conflict with or differ from PJM's Open Access Transmission Tariff ("OATT") with respect to the netting of station and start-up power? Explain in detail.

RESPONSE

Yes. Tariff N.U.G. differs from the PJM OATT. The PJM OATT does not govern retail service. Kentucky Power is a Kentucky utility providing retail service in the Commonwealth.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

11 Please provide a copy of all records which reflect any challenge Kentucky Power has considered or made to the reasonableness of PJM's OATT self-supply provisions.

RESPONSE

Kentucky Power objects to this request to the extent it seeks documents or information protected by the attorney-client privilege or the attorney work product doctrine. Without waiving these objections, Kentucky Power states it has no records responsive to this request. Kentucky Power further states that it has not filed a complaint at FERC regarding the reasonableness of PJM's OATT self-supply provisions.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 12 For each of the three (3) most recent calendar years, provide by month:
(a) the amount of money paid by Riverside to Kentucky Power for retail, wholesale, transmission, or any other service or good; and
(b) the amount of money Kentucky Power was paid for transmitting the power generated by Riverside and sold into PJM.

RESPONSE

(a) See KPCO_R_Riverside_1_12_Redacted_Attachment1.pdf for Riverside's payments to Kentucky Power from 2015-2018.

(b) Kentucky Power is not paid for transmitting the power generated by Riverside. Kentucky Power's transmission revenue does not depend on and is not affected by whether Riverside generates or sells power into PJM, or by how much power Riverside generates or sells.

Witness: Ranie K. Wohnhas

2018	13-Apr	98,172.46-
2018	14-Mar	97,826.31-
2018	21-Feb	1,975.87-
2018	13-Feb	87,733.79-
2018	9-Jan	81,582.59-
2017	21-Dec	128,565.77-
2017	21-Nov	82,069.33-
2017	21-Dec	128,565.77-
2017	21-Nov	82,069.33-
2017	13-Oct	97,774.61-
2017	22-Sep	89,942.24-
2017	17-Aug	90,836.91-
2017	3-Aug	109,388.98-
2017	20-Jun	83,783.82-
2017	17-May	81,453.40-
2017	18-Apr	82,514.43-
2017	20-Mar	82,528.14-
2017	21-Feb	83,370.81-
2017	20-Jan	84,586.56-
2016	21-Dec	82,205.61-
2016	28-Nov	
2016	20-Oct	
2016	12-Sep	
2016	12-Aug	
2016	28-Jul	
2016	21-Jun	
2016	20-May	
2016	18-Apr	
2016	16-Mar	
2016	11-Feb	
2016	19-Jan	
2015	17-Dec	
2015	12-Nov	
2015	9-Oct	
2015	11-Sep	
2015	11-Aug	
2015	23-Jul	
2015	16-Jun	
2015	15-May	
2015	17-Apr	
2015	16-Mar	
2015	17-Feb	
2015	13-Jan	

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

13 Refer to the Wohnhas Testimony, page 8, wherein Mr. Wohnhas discusses metering at the Zelda and Foothills sites. Explain in detail any netting of usage and generation that occurs and the basis for same.

RESPONSE

Activity at the Zelda and Foothills portions of the Riverside site is captured for each portion of the facility through the use of two meters (one for the Foothills portion and one for the Zelda portion). Each meter measures both inflows (usage) and outflows (generation) which is accumulated and billed for each meter in 15 minute increments. In real time any generation measured by the meter first offsets usage before outflow is registered on the same meter. Please also refer to the Company response to Riverside 1-8.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 14 Refer to Tariff N.U.G., and specifically the sentence therein, “[u]pon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company.”
- (a) Explain in detail the process by which Kentucky Power creates a written offer.
 - (b) Explain whether Kentucky Power has ever provided Riverside a written offer.
 - (c) Provide a sample written offer based on the historical operations at the Zelda and Foothills sites and such other reasonable assumptions as necessary (and identify each such assumption).

RESPONSE

- (a) The quoted tariff provision applies only to request for Start-up Power Service. Kentucky Power creates a written offer under Tariff N.U.G. in response to a request by an eligible customer requesting special Startup Power service under Tariff N.U.G. instead of service under the generally available demand-metered tariff appropriate for such service. It is important to note that the written offer only applies to Start-Up Power.
- (b) Yes. Please see, for example, [KPCO_R_Riverside_1_3_Attachment1.pdf](#) at pages 48-52. Unless otherwise agreed in conformity with Tariff N.U.G., Startup Power Service is provided under the generally available demand metered tariff appropriate for such service.
- (c) Please see responses to (a) and (b). Kentucky Power objects to this request to the extent it purports to require the Company to create a hypothetical offer to Riverside based on Riverside's historical operations when such operations do not qualify for remote self-supply.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 15 Refer to the Wohnhas Testimony, page 18, wherein Mr. Wohnhas states as follows: “[f]inally, if the Commission were to conclude that the remote self-supply provision of Tariff N.U.G. should be interpreted as Riverside urges, and it should not, the remote self-supply provision of Tariff N.U.G. should be eliminated to eliminate any free-riding by Riverside and thereby protect the interests of the other Kentucky Power customers.”
- (a) Is it Kentucky Power’s position that the remote self-supply provision of its Tariff N.U.G. is only acceptable so long as no generator-customer seeks to proceed in accordance with its terms?
- (b) How is the so-called “remote self-supply provision” of Tariff N.U.G. supposed to work? Stated another way, assume a customer-generator is indisputably in compliance with the special terms and conditions of Tariff N.U.G.; explain in detail the service provided by Kentucky Power to that customer-generator, the amounts Kentucky Power would expect to be paid, any agreements that would be advisable or necessary involving the customer-generator and Kentucky Power, and any other relevant information.

RESPONSE

- (a) No.
- (b) The “remote self-supply provision” details are as stated in Tariff N.U.G. The physical usage of the Kentucky Power system by Riverside would not be altered in any way. Energy Settlements for Riverside site usage would not be billed under Kentucky Power retail service, but settled via PJM processes. Kentucky Power would not receive any direct compensation. There are no additional agreements that are necessary or advisable in addition to the clear language already provided in the tariff.

Witness: Ranie K. Wohnhas

DATA REQUEST

- 16 Refer to the Wohnhas Testimony, pages 3-4, wherein Mr. Wohnhas discusses Kentucky Power's amendment of Tariff N.U.G. - Non-Utility Generator ("Tariff N.U.G.") as part of Case No. 2017-00179.
- (a) Explain in detail each and every amendment made or intended to be made to Tariff N.U.G. by Kentucky Power in Case No. 2017-00179. Include the basis for and impact of each amendment, specifically describing Kentucky Power's opinion as to the meaning of the tariff both before and after amendment.
 - (b) Please provide a copy of all documents arising from or relating to the Company's decision to amend Tariff N.U.G.
 - (c) Please provide the date when the Company first considered amending Tariff N.U.G. and explain what caused the Company to consider an amendment.
 - (d) Describe and reproduce any and all portions of the record of Case No. 2017- 00179 where Kentucky Power explained the reasoning behind, and/or impact of, its proposed amendments to Tariff N.U.G.

RESPONSE

(a) Adjustment #1

This adjustment reflected changes in various surcharges related to Tariff N.U.G. Further information can be found in Case No. 2017-00179 at Company Witness Sharp's testimony on page 30 and Company Witness Vaughan's testimony on page 6. Additional information can be found in Company Witness Wohnhas' testimony starting at the bottom of page 2.

https://psc.ky.gov/pscecf/2017-00179/slsharp%40aep.com/06282017125401/KPCO_APP_Section_III_Testimony_Volume_4_Rogness_Ross_Sharp_Vaughan_Walsh_Wohnhas.

Notification Requirement - Whenever Startup Power is needed, the Customer shall provide advance notice to the Company. Upon receipt of a request from the Customer for Startup Power Service under the terms of this tariff, the Company will provide the Customer a written offer containing the Notification Requirement, generation, transmission and distribution rates (including demand and energy charges) and related terms and conditions of service under which service will be provided by the Company. Such offer shall be based upon the Startup Contract Capacity, Startup Duration, Startup Frequency, and Other Startup Characteristics as specified by the customer. In no event shall the rates be less than the sum of the Tariff I.G.S. Energy Charge, the Fuel Adjustment Clause, the System Sales Clause, the Demand-Side Management Adjustment Clause, ~~Asset Transfer Charge~~, Big Sandy Decommissioning ~~Retirement Rider~~, ~~Big Sandy 1 Operation Rider~~, Purchase Power Adjustment, KY Economic Development Surcharge, Environmental Surcharge, and the Capacity Charge.

If the parties reach an agreement based upon the offer provided to the customer by the Company, a contract shall be executed that provides full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto.

Adjustment #2

This adjustment eliminated outdated language in its tariff that provided for a 30-day written notice to customers taking service under this tariff should a Transmission Provider implement charges for transmission congestion. After PJM created transmission congestion charges, the notice language relating to the creation of these charges was no longer necessary. Further information can be found in Case No. 2017-00179 at Company Witness Sharp's testimony starting on page 28 and Company Witness Vaughan's testimony on page 25.

https://psc.ky.gov/pscecf/2017-00179/slsharp%40aep.com/06282017125401/KPCO_APP_Section_III_Testimony_Volume_4_Rogness_Ross_Sharp_Vaughan_Walsh_Wohnhas.

TRANSMISSION SERVICE.

Transmission Provider - The entity providing transmission service to customers in the Company's service territory. Such entity may be the Company or a regional transmission entity.

Prior to taking service under this tariff the Customer must have a fully executed Interconnection and Operation Agreement with the Company and/or the Transmission Provider or an unexecuted agreement filed with the Federal Energy Regulatory Commission under applicable procedures.

~~Should the Transmission Provider implement changes for Transmission Congestion, the Company shall provide 30 days written notice to the customer. S~~should the customer's use of Startup Power result in any charges for Transmission Congestion from the Transmission Provider, such charges, including any applicable taxes or assessments, shall be paid by or passed through to the customer without markup. Transmission Congestion is the condition that exists when market participants seek to dispatch in a pattern that would result in power flows that cannot be physically accommodated by the system.

Adjustment #3

The edits were proposed to clarify the language regarding the provision of station power. Further information can be found in case No. 2017-00179 at Company Witness Sharp's testimony starting on page 28.

https://psc.ky.gov/pscecf/2017-00179/slsharp%40aep.com/06282017125401/KPCO_APP_Section_III_Testimony_Volume_4_Rogness_Ross_Sharp_Vaughan_Walsh_Wohnhas.pdf

SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff shall not obligate the Company to purchase or pay for any capacity or energy produced by the Customer's generator.

Customers desiring to provide Startup and Station Power from ~~commonly-owned~~ *other* generation facilities, *owned by the same individual business entity* that are not located on the site of the customer's generator (remote self-supply), shall take service under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission.

(b) The Company objects to this question to the extent it seeks information and documents protected by the attorney-client privilege and the attorney work product doctrine. Without waiving this objection the Company states as follows: See the responses to subsections (a) and (c).

(c) The Company objects to this question to the extent it seeks information and documents protected by the attorney-client privilege and the attorney work product doctrine. Without waiving this objection the Company states as follows that it considered amendments to its tariffs as part of its customary review of tariffs in the months preceding a rate case filing.

(d) Please see the information publicly available on the Commission's website.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 17 Refer to the Wohnhas Testimony, pages 12-13, wherein Mr. Wohnhas opines as to whether Riverside's Foothills generation facilities are on the same site as its Zelda generators.
- (a) All else being equal, explain in detail whether and why Kentucky Power's position in this matter would be different if the Zelda and Foothills facilities were:
- i. across the street from each other;
 - ii. one (1) mile from each other; or
 - iii. fifty (50) miles from each other.
- (b) Is Kentucky Power aware of technologies that allow remote operation of combustion turbines and other equipment? Does Kentucky Power or any of its affiliated entities have any remotely-operated combustion turbines or other equipment?

RESPONSE

(a) Kentucky Power objects to this data request. The data request calls for speculation based on facts not in evidence and seeks information that is irrelevant to the matters presented in the Complaint. Without waiving this objection, the Company responds that the facts in evidence demonstrate that the Zelda and Foothills facilities are not owned by the same individual business entity and are located on a common site. Riverside is not eligible for the remote self-supply provision of Tariff N.U.G.

(b) Yes, Kentucky Power is aware of remotely operated combustion turbines. Kentucky Power does not own, lease or operate any combustion turbines. Remote operation does not change physical location. The Company further states, affiliates of Kentucky Power are not parties to this proceeding, are not utilities subject to the jurisdiction of the Commission, and therefore information about their activities is not reasonably calculated to lead to the discovery of admissible evidence.

Witness: Ranie K. Wohnhas

KPSC Case No. 2017-00472
Riverside's First Set of Data Requests
Dated May 18, 2018

DATA REQUEST

- 18 Please explain whether Kentucky Power or any of its affiliated entities avails itself of self-supply/netting opportunities under PJM's OATT (or any other OATT or similar document) with respect to start-up and station power for owned generation resources. If so:
- (a) identify and describe the relevant generator, its location, and by whom it is owned; and
 - (b) identify and describe any arrangements or agreements in place concerning the retail or wholesale rates to be paid by Kentucky Power or its affiliated entity for start-up or station power.

RESPONSE

(a) Kentucky Power may avail itself of self-supply or netting opportunities under PJM's OATT to the extent such opportunities are available to Kentucky Power. Kentucky Power does not currently remote self-supply for the generators that it owns. Affiliates of Kentucky Power are not parties to this proceeding, are not utilities subject to the jurisdiction of the Commission, and therefore information about their activities is not reasonably calculated to lead to the discovery of admissible evidence. Moreover, station power self-supply under PJM's OATT requires common ownership of the multiple generation facilities involved, and therefore generation facilities other than those owned by Kentucky Power are not relevant to whether Kentucky Power is eligible to avail itself of self-supply or netting opportunities under PJM's OATT.

(b) Kentucky Power does not pay retail rates for startup or station power at its plants. Any wholesale purchases for startup or station power are part of the Company's cost of providing service.

Witness: Ranie K. Wohnhas

