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*File*  
*Power sales*  
*contract*

THIS AGREEMENT made and entered into this 1st day of June, 19 72 between the following parties:

FIRST PARTY: BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION (BIG RIVERS RECC)

SECOND PARTY: CITY OF HENDERSON UTILITY COMMISSION  
CITY OF HENDERSON, KENTUCKY  
(CITY OF HENDERSON, KY.)

WITNESSETH THAT:

Whereas, each of the parties to this agreement is engaged in the business of generating and transmitting electric power and energy, each having generation and transmission facilities situated in its respective area, and

Whereas, the parties recognize that by interconnecting their electric systems in the manner hereinafter provided economic operation may be realized and reliability of service may be improved, and

Whereas, the parties desire to interconnect their electric systems and to define the terms and conditions by which they will be governed in the interconnected operation of their said systems.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein made, the parties hereby stipulate, covenant and agree as follows:

#### ARTICLE I

##### Interconnection

1.1 The parties agree to interconnect their electric systems in the manner provided in Schedule 1, Method of Interconnection, attached herewith as a part of this agreement, and operate their respective systems, while so interconnected, in the manner herein provided.

## ARTICLE II

### Transactions

2.1 Service Schedules: Transactions between the parties for services and assistance rendered to each other during the term of this agreement shall be governed by service schedules attached herewith as a part of this agreement. Such service schedules shall include, without limitation:

- Service Schedule A - Firm Power
- Service Schedule B - Emergency Service
- Service Schedule C - Surplus Energy
- Service Schedule D - Short Term Power
- Service Schedule E - Maintenance Service
- Service Schedule F - Wheeling Service

2.2 Amendments: The service schedules which are made a part of this agreement may be amended from time to time during the continuance of this agreement through the mutual consent of the parties.

## ARTICLE III

### Operations

3.1 Interconnected Operation: The systems of the parties shall normally be operated in continuous synchronism with the interconnection closed. Scheduled interruptions of the interconnection may be arranged by mutual agreement of the parties. In the event of unintended interruption of the interconnection, the parties will cooperate so as to restore the interconnection to normal closed operating condition as soon as practicable.

3.2 System Control: The parties shall maintain and operate their respective electric systems in accordance with standard operating practices, so as to minimize the likelihood of disturbances in either system which might cause impairment to the service of the system of the other party, provided however, that neither party shall be liable to the other party for the consequences of any such disturbance unless intentionally or willfully caused.

3.3 Protection of System: Either party shall have the right to open its interconnection with the other party if necessary for the protection of the party's system from damage or curtailment of service to its consumers caused by disturbances from the other party's system, provided however, that such interconnection will be closed as soon as practicable after removal of such disturbance.

3.4 Kilovar Control: Neither party shall be obligated to deliver kilovars for the benefit of the other party, or to receive kilovars when to do so may introduce objectionable operating conditions on its system.

3.5 Capacity Responsibility: Each party shall provide sufficient capacity in its system, by installed generating capacity, firm purchase contracts, pooling arrangements or otherwise, so as to enable it to carry its peak load plus an adequate reserve. Each system shall provide sufficient amounts of spinning reserve capacity so as not to impose disproportionate demands upon the other for assistance in meeting the normal contingencies of power system operation.

## ARTICLE IV

### Power and Energy

4.1 Character of Service: All electric energy delivered under this agreement shall be of the character commonly known as three-phase, sixty hertz energy, and shall be delivered at the interconnection point as defined in Schedule 1, Method of Interconnection.

4.2 Scheduling: It is recognized by the parties that power and energy supplied and delivered under this agreement may be integrated with power and energy from generating facilities owned by others; that each party has or may hereafter have interconnection and exchange agreements with other power systems;

that the flow of power and energy between the electric systems of the parties hereto and the interconnected systems of others will, in part, be controlled by the physical and electrical characteristics of such systems; and that power and energy purchased, sold or exchanged under this agreement may flow through any or all of such interconnected systems. In transactions between the parties under this agreement the scheduled amounts of power and energy shall be considered as the amounts purchased, sold or exchanged. Such scheduled amounts will be the amounts used for billing purposes.

4.3 Inadvertent Flow: The parties shall exercise reasonable care and diligence in the operation of their respective electric systems so as to minimize the inadvertent receipt or delivery of energy. Any inadvertent flow of energy shall not be billed, but shall be accounted for and reconciled by offsetting deliveries of equivalent energy under similar peak or off-peak load conditions. The net kilowatt hours of such energy remaining unaccounted for at the end of any monthly billing period shall be carried as a credit or debit, as the case may be, until offset as described above, provided however, that the party to whom any such credit is owed may, at its option, demand payment in cash after the close of the monthly billing period immediately following the monthly billing period during which such credit was accumulated, unless it has prevented such repayment in kind. Payment for such energy shall be the out-of-pocket costs of the supplying party, as set forth in Exhibit A hereof.

## ARTICLE V

### Metering

5.1 Metering Points: Electric power and energy supplied and delivered under this agreement shall be measured by suitable metering equipment provided, owned, operated, maintained and located as provided in Schedule 1, Method of Interconnection, of this agreement.

5.2 Metering Equipment: Suitable metering equipment at the metering point shall include electric meters, potential and current transformers, telemetering equipment and/or such other equipment and appurtenances as the parties may deem necessary or convenient to give, for each direction of flow,

the following measurements: (1) a 60 minute integrated demand in kilowatts and (2) a continuous integrating record of the kilowatt hours.

5.3 Meter Testing: The metering equipment will be tested at intervals of one year and at such other intervals as may be from time to time agreed upon by the parties, and accuracy of registration shall be maintained in accordance with good utility practices. Special tests will be made at the request of either party. Should any such special test disclose an inaccuracy of less than two per cent (2%) the party requesting such special test will bear the expenses thereof, otherwise, such expenses will be borne by the owner of the meter.

5.4 Billing Adjustments: If any test of metering equipment discloses an inaccuracy exceeding two per cent (2%) the account between the parties for energy theretofore delivered will be adjusted to correct for the disclosed inaccuracy, the period for such adjustment to begin on the date that the inaccuracy is determined to have commenced, but not more than ninety (90) days prior to the running of such test. Should the metering equipment at any time fail to register, the capacity provided and energy delivered shall be determined from the best available data.

## ARTICLE VI

### Uncontrollable Forces

6.1 Continuity of Service: Each party shall exercise reasonable care and diligence to maintain continuity of service in the delivery and receipt of power and energy as provided under this agreement, but neither party shall be considered in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" as used herein shall mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, strike, civil insurrection, labor disturbances, restraint by court or other public authority, or other causes beyond the control of the party affected which causes could not have been avoided by the exercise of reasonable care and diligence.

Any party unable to perform because of uncontrollable forces shall exercise reasonable care and diligence to remove such disability as soon as practicable. Any labor disturbance may be settled at the discretion of the party having such disturbance.

## ARTICLE VII

### Records and Statements

7.1 Records: The parties shall keep and maintain metering records as provided in Section 5.2, and such other records as may be needed to afford a clear history of the various deliveries of electric energy made by one party to the other and of the clock-hour integrated demands in kilowatts supplied by one party to the other, as provided in this agreement. In maintaining such records, the parties will affect such segregations and allocations of demands and electric energy deliveries into classes representing the various services provided for in this agreement. The original of all records shall be retained by the party keeping such records.

7.2 Statements: As soon as practicable after the end of each monthly billing period, the parties shall cause to be prepared a statement setting forth the electric power and energy transactions between the parties during such billing period, in sufficient detail and with such segregations and allocations as may be needed for settlements under the provisions of this agreement and for operating records.

## ARTICLE VIII

### Billing and Payments

8.1 Billing: Bills for amounts owed by one party to the other shall be presented for payment on or before the tenth (10th) day of the month following the billing period, and shall be due and payable on or before the twenty-fifth (25th) day of such month. Interest on unpaid amounts shall accrue at the rate of six per cent (6%) per annum from due date until paid. Unless otherwise agreed upon, a calendar month shall be the standard monthly period for purposes of records and settlements under this agreement. For purposes of payments, the parties shall be entitled to offset their accounts and pay only the net amounts due.

## ARTICLE IX

### Effective Date and Termination

9.1 Effective Date: This agreement shall become effective upon its execution by the parties and its approval by the Administrator of REA and all state and federal regulatory bodies having jurisdiction thereof.

9.2 Term: The term of this agreement shall commence on said effective date and shall continue thereafter unless terminated by either party upon giving of not less than four (4) years prior written notice to the other party, provided however, that such termination shall not take effect prior to November 1, 1987, and shall take effect only on November 1 of the year of such termination.

## ARTICLE X

### General Provisions

10.1 Arbitration: Any controversy or dispute arising out of or relating to this agreement or any breach thereof shall be settled by arbitration before three arbitrators, one of whom shall be named by each of the parties and the third of whom shall be named by the two arbitrators appointed by the parties, respectively. This provision shall survive the termination of this agreement. The parties expressly agree that this provision shall constitute a condition precedent to the institution of any proceeding in any court relating to the subject matter hereof.

10.2 Arbitration Expenses: Each party shall pay for the services and expenses of the arbitrator appointed by it, and all other costs incurred in connection with the arbitration shall be paid in equal parts by the parties hereto, unless the award shall specify a different division of the costs.

10.3 Parties in Interest: The parties hereto shall be the only parties in interest to this agreement. This

agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, entity or power supplier, other than the parties, and the obligations herein assumed by the parties are solely for the use and benefit of the parties. Nothing herein contained shall be construed as permitting or vesting, or attempting to permit or to vest, in any person, corporation, association, entity or power supplier, other than the parties, any rights hereunder, or in any of the electric facilities owned by the parties or the use thereof. Nothing herein shall be construed to create between the parties the relationship of partners, joint venturers, associates, master and servant, principal and agent or any other relationship whereby one party shall become responsible to third persons, corporations, associations, entities or other power suppliers for the acts or omissions of the other party to this agreement.

10.4 Indemnification: Each party hereto shall save and hold the other party free and harmless from and against liability, loss, damage or expense arising from or incident to injury or damage to persons or property of others who are not parties to this agreement, occurring on or about its own facilities, except when such injuries or damages, if any, are due to the negligence of the other party otherwise to be so indemnified.

10.5 Waiver: Any waiver at any time by either of the parties of its right with respect to a default under this agreement, or with respect to any other matter arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right under this agreement, shall not be deemed a waiver of such right.

10.6 Notice: Notice to a party shall be in writing, signed by a representative of the party giving notice and posted in the regular United States mail, postage prepaid, addressed to the party upon whom such notice is given, at the address shown on the first page of this agreement, and addressed to the attention of the chief executive officer of such party.

10.7 Successors and Assigns: This agreement shall inure to and bind the respective successors and assigns of the parties hereto, but the assignment thereof by either party hereto shall not relieve such party, without the written consent of



the other party, of any obligation undertaken in this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective officers, duly authorized therefore, this the day and year first above written.

BIG RIVERS RURAL ELECTRIC  
COOPERATIVE CORPORATION

FIRST PARTY: \_\_\_\_\_

By: Robert D. Green

Title: President

ATTEST:

By: Loyal Brooks

Title: Secretary

CITY OF HENDERSON UTILITY COMMISSION  
SECOND PARTY: CITY OF HENDERSON, KENTUCKY

By: James B. H. H. H.

Title: Chairman

ATTEST:

By: Dudley H. Emerson

Title: Secretary

This Instrument Prepared By:

Charles B. White  
of WEST BRYANT & TERNES, CHARTERED  
Suite 380 - Imperial Building  
110 Third Street  
Henderson, Kentucky 42420

SCHEDULE 1 - METHOD OF INTERCONNECTION

DATE: June 1, 1972

FIRST PARTY: BIG RIVERS RECC

SECOND PARTY: CITY OF HENDERSON, KY.

S1.1 Point of Interconnection: The parties' electric systems shall be interconnected at the following point or points:

- (a) 69 KV Interconnection at City of Henderson's Substations One and Two.
- (b) 69 KV Interconnection at City of Henderson's Station Two Switchyard.

S1.2 Interconnection Facilities: The parties' electric systems shall be physically interconnected at the point or points of interconnection through the use of interconnection facilities which shall be provided (and owned) as follows:

First Party: At Station Two Interconnection:

69 KV Switch Bay  
Oil Circuit Breaker  
Transformer  
Associated Accessories  
KWH Metering Equipment

Second Party: (a) 69 KV transmission line from Station Two to City.

(b) At City Substations One and Two:

Switch Bays  
Oil Circuit Breaker  
Transformer  
Associated Accessories  
KWH Metering Equipment

Other: None.

S1.3 Operation and Maintenance: The parties shall each operate and maintain their respective interconnection facilities (as above provided), together with all associated equipment and appurtenances, in such manner and condition of repair in order that said facilities will at all times operate in a reliable and satisfactory manner and in order that reduction in the capacity of said facilities will be avoided to the extent practicable. Each party shall pay its own costs incurred in the operation and maintenance of its interconnection facilities.

S1.4 Completion of Interconnection: The interconnection of the parties' electric systems shall be completed as of the effective date of this agreement.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

BIG RIVERS RURAL ELECTRIC  
COOPERATIVE CORPORATION

FIRST PARTY: \_\_\_\_\_

By: Robert H. Green

Title: President

ATTEST:

By: Lepal Breaks

Title: Secretary

CITY OF HENDERSON UTILITY COMMISSION

SECOND PARTY: CITY OF HENDERSON, KENTUCKY

By: [Signature]

Title: Chairman

ATTEST:

By: Dudley H. Emerson

Title: Secretary

## SCHEDULE A - FIRM POWER

DATE:

FIRST PARTY:

SECOND PARTY:

A.1 Firm Power: Firm power is power and associated energy which are purchased by one party from another on an annual basis, or for shorter periods of time by mutual agreement of the parties, for the purpose of obtaining a supply of power and associated energy intended to be available at all times during the period of time covered by the purchase.

A.2 Procedure: The party desiring to purchase firm power shall give notice to the other party of its desire, specifying the desired quantity or quantities of power, the period or periods of time for which such power is desired and the desired schedule of delivery of the associated energy. The party receiving such notice shall promptly notify the requesting party of the extent of its ability and desire to comply with the provisions of such request. Any oral agreements for firm power shall be reduced to writing, executed by representatives of both parties and copies thereof filed with each party.

A.3 Energy Deliveries: During the period that firm power has been purchased and sold as above provided, the party having agreed to supply such power shall deliver energy to the purchasing party by schedule and in amounts up to the number of kilowatts purchased.

A.4 Rates: The rates applicable to firm power sold and purchased pursuant to this schedule shall be as follows:

- a. Demand Charge: \$18.00 per kilowatt per year for power reserved; payable at the rate of \$1.50 per kilowatt per month.
- b. Energy Charge: Out-of-pocket costs, as defined on Exhibit "A" of this agreement, plus ten per cent (10%) of such out-of-pocket costs.

c. The rates specified in a. and b. above shall be applicable for a period of three years from the effective date of this agreement, and from year to year thereafter unless terminated by either party giving written notice of such termination at least ninety (90) days prior to the end of such three year term or any yearly extension thereof.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

FIRST PARTY: BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION

By: Robert D. Green

Title: President

ATTEST:

By: Leola Breake

Title: Secretary

SECOND PARTY: CITY OF HENDERSON UTILITY COMMISSION CITY OF HENDERSON, KENTUCKY

By: L. B. H. H. H.

Title: Chairman

ATTEST:

By: Dudley H. Emerson

Title: Secretary

## SCHEDULE B - EMERGENCY SERVICE

DATE: June 1, 1972

FIRST PARTY: BIG RIVERS RECC

SECOND PARTY: CITY OF HENDERSON, KY.

B.1 Emergency Service: In the event of a breakdown or other emergency in or on the system of either party, involving either sources of power or transmission facilities, or both, impairing or jeopardizing the ability of the party suffering the emergency to meet the loads of its system, the other party shall deliver such amounts of power and energy as may be required to meet such emergency, to the extent that it can, in its sole judgment, do so without imposing a hazard to or economic burden upon its own operations, or without impairing or jeopardizing the other load requirements of its system, provided however, that neither party shall be obligated to deliver electric energy for a period of time in excess of forty-eight consecutive hours during each single emergency.

B.2 Other Emergencies: Neither of the parties to this agreement shall be required to provide emergency service to the other party if, at the time of such emergency, the providing party is (a) experiencing an emergency on its own system which prevents it from rendering emergency service to the other party, or (b) is delivering emergency energy within a period not exceeding forty-eight hours, under a mutual emergency interchange agreement, to the system of a third party, which prevents it from rendering emergency service to the other party.

B.3 Burdensome Conditions: In the event conditions arise which would cause the delivery of Emergency Service to be burdensome to the supplying party, said party shall have the right to request the receiving party to reduce its take of such energy to an amount specified, and for any portion of the emergency period. The party so requested shall promptly comply.

B.4 Repayment: Electric energy delivered under this service schedule shall be settled for by the return of the equivalent energy or, at the option of the supplying party, by payment. If the equivalent energy is returned, it shall be returned at times when load conditions of the receiving party are substantially equivalent to the load conditions of such party at the time it rendered the emergency service; or, if such party elects to have equivalent energy returned under different conditions, it shall be returned in such amounts as will compensate for the difference in conditions. If payment is made as herein provided, it shall be made on the basis of out-of-pocket costs as set forth in Exhibit "A" hereof plus ten per cent (10%) of such out-of-pocket costs.

B.5 Other Sources: If the energy requested by a party is not available from the other party's generating facilities and such energy is available from other sources, the supplying party will purchase the energy in order to make the delivery, in which event, the cost to the receiving party for such energy will be the actual cost of such energy to the supplying party, (including any applicable capacity charge) plus ten per cent (10%) of such costs, and additionally, any wheeling charge applicable thereto.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

BIG RIVERS RURAL ELECTRIC  
COOPERATIVE CORPORATION

FIRST PARTY: \_\_\_\_\_

By: Robert D. Egan

Title: President

ATTEST:

By: Loyal Brooks

Title: Secretary



CITY OF HENDERSON UTILITY COMMISS  
SECOND PARTY: CITY OF HENDERSON, KENTUCKY

By: *Sam B. A. [Signature]*

Title: Chairman

ATTEST:

By: *Dudley [Signature]*

Title: Secretary

SCHEDULE C - SURPLUS ENERGY

DATE: June 1, 1972  
FIRST PARTY: BIG RIVERS RECC  
SECOND PARTY: CITY OF HENDERSON, KY.

C.1 Surplus Energy: Surplus Energy is electric energy which one party may make available to the other party on short notice, for such periods of time and in such quantities as the parties may agree upon. The supplying party shall be the sole judge as to the extent to which it is able to provide surplus energy and the purchasing party shall be the sole judge as to the extent to which it desires to take surplus energy.

C.2 Procedure: The party desiring to purchase or sell surplus energy shall notify the other party of its desire to do so, specifying the quantities, times and terms applicable to the other party shall promptly accept or reject said offer, at its discretion. Such transactions shall be made by the authorized representatives of the respective parties, and records thereof shall be kept on both parties' operating logs.

C.3 Payment: Payment for surplus energy shall be made by the purchasing party in accordance with Article VIII of this Interconnection Agreement, unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

FIRST PARTY: BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION

By: Robert D. Green

Title: President

ATTEST:

By: Loyal B. ...

Title: Secretary

CITY OF HENDERSON UTILITY COMMISSION  
SECOND PARTY: CITY OF HENDERSON, KENTUCKY

BY: *James B. H. [Signature]*

Title: Chairman

ATTEST:

BY: *Dwight H. Emerson*

Title: Secretary

SCHEDULE D - SHORT TERM POWER

DATE: June 1, 1972  
FIRST PARTY: BIG RIVERS RECC  
SECOND PARTY: CITY OF HENDERSON, KY.

D.1 Short Term Power: Short Term Power is power and associated energy which one party may make available to the other party on short notice and on a calendar week basis, or for the remainder of a calendar week if commenced during the week. The supplying party shall be the sole judge as to the extent to which it is able to provide short term power.

D.2 Procedure: The party desiring to purchase short term power shall give notice to the other party of its desire, specifying the desired quantity or quantities of power and, the period or periods of time for which power is desired and the desired schedule of delivery of the associated energy. The party receiving such notice shall promptly notify the requesting party of the extent of its ability and desire to comply with the provisions of such request. Any oral agreements for short term power shall be reduced to writing, executed by representatives of both parties and copies thereof filed with each party.

D.3 Energy Deliveries: During the period that short term power has been purchased and sold as above provided, the party having agreed to supply such power shall deliver energy to the purchasing party by schedule and in amounts up to the number of kilowatts purchased.

D.4 Rates: The rates applicable to short term power sold and purchased pursuant to this schedule shall be as follows:

- a. Demand Charge: \$.40 per kilowatt per week, or if the period is less than a calendar week, \$.08 per kilowatt per day, not exceeding \$.40 per kilowatt per week. In the event the amount of short term power reserved is reduced upon request of the supplying party, the demand charge for the period during which such reduction is in effect shall be reduced \$.08 per kilowatt or reduction for each day, not exceeding \$.40 per kilowatt for a calendar week.
- b. Energy Charge: Out-of-pocket costs, as defined on Exhibit "A" of this agreement, plus ten per cent (10%) of such out-of-pocket costs.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

BIG RIVERS RURAL ELECTRIC  
FIRST PARTY: COOPERATIVE CORPORATION

By: Robert D. Green

Title: President

ATTEST:

By: Loyal Brooks

Title: Secretary

CITY OF HENDERSON UTILITY COMMISSION  
SECOND PARTY: CITY OF HENDERSON, KENTUCKY

By: *Lincoln B. [Signature]*

Title: Chairman

ATTEST:

By: *Dudley H. Emerson*

Title: Secretary

## SCHEDULE E - MAINTENANCE SERVICE

DATE: June 1, 1972  
FIRST PARTY: BIG RIVERS RECC  
SECOND PARTY: CITY OF HENDERSON, KY.

E.1 Maintenance Service: Maintenance service is power and associated energy which is purchased by one party from the other in connection with the scheduled maintenance, repair or overhaul of the purchasing party's power plant equipment. Each of the parties may provide maintenance service to the other if, and to the extent that it desires to do so. Maintenance service shall normally be available only during seasonal off-peak conditions of the supplying party.

E.2 Procedure: The party desiring to purchase maintenance service shall give notice to the other party of its desire, specifying the desired quantity or quantities of power, the period or periods of time for which such power is desired, and the estimated schedule of deliveries of the associated energy. The party receiving such notice shall promptly notify the requesting party of the extent of its desire to comply with the provisions of such request. Any oral agreements for maintenance service shall be reduced to writing, executed by representatives of both parties and copies thereof filed with each party.

E.3 Energy Deliveries: During the period that maintenance service has been purchased and sold as above provided, the party having agreed to supply such power shall deliver energy to the purchasing party by schedule and in amounts up to the number of kilowatts purchased. At least twenty-four hours prior to each day of such maintenance service, the parties shall arrange a schedule of energy deliveries for such day.

E.4 Payment: Maintenance service shall be repaid in reciprocal maintenance service to the extent practicable. To the extent that in-kind transactions for maintenance service are not practicable, the purchasing party shall pay to the supplying party

for maintenance energy furnished, the supplying party's out-of-pocket costs as defined in Exhibit A hereof, plus ten per cent (10%). Payments for maintenance service transacted on a cash payment basis shall be made in accordance with Article VIII of this Interconnection Agreement. Settlement of accounts for in-kind transactions for maintenance service, where in-kind repayment has been prevented by circumstances beyond the parties' control, shall be made at the end of the months of June and December in each calendar year and in the same manner specified in Article VIII of this Interconnection Agreement.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

FIRST PARTY: BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION

By: Robert D. Green

Title: President

ATTEST:

By: Lepol Brooks

Title: Secretary

SECOND PARTY: CITY OF HENDERSON UTILITY COMMISSION  
CITY OF HENDERSON, KENTUCKY

By: Paul B. H. [Signature]

Title: Chairman

ATTEST:

By: Dwight H. Emerson

Title: Secretary



## SCHEDULE F - WHEELING SERVICE

DATE: June 1, 1972

FIRST PARTY: BIG RIVERS RECC

SECOND PARTY: CITY OF HENDERSON, KY.

F.1 Wheeling Service: To the extent that transmission capacity is available on a party's system in excess of the requirements for its own consumers and commitments, it shall make such excess transmission capacity available to the other party in accordance with the terms of this schedule.

F.2 Availability of Capacity: Each party will, upon request of the other party, furnish information and data as to the excess capacity available on its system for use by the other party as provided in this schedule, provided however, that the providing party shall be the sole judge of the amounts and duration of such available excess transmission capacity on its system.

F.3 Procedure: The party desiring to purchase Wheeling Service shall give notice to the other party of its desire, specifying the quantity or quantities of power desired to be transmitted, the period or periods of time which such transmission capacity is required and an estimated schedule of delivery of the associated energy. The party receiving such notice shall promptly notify the requesting party of the extent of its ability to comply with the provisions of such request. Any oral agreements for Wheeling Service shall be reduced to writing, executed by representatives of both parties and copies thereof filed with each party.

F.4 Burdensome Conditions: In the event conditions arise which would cause the furnishing of Wheeling Service to be burdensome on the supplying party, said party shall have the right to request the receiving party to reduce its use of such Wheeling Service to an amount specified and for any portion of the Wheeling Service period. The party so requested shall promptly comply.

F.5 Rates: The rates applicable to Wheeling Service sold and purchased pursuant to this schedule shall be as follows:

- a. A wheeling charge of one mil per kilowatt hour, based upon the scheduled amount of energy to be transmitted, which rate shall include absorption of losses on the system of the party providing such Wheeling Service.

F.6 Exception: Nothing herein shall be construed to alter, amend or supersede the rights and obligations of the parties as to use of transmission facilities as contained in the parties' Power Plant Construction and Operation Agreement, Power Sales Contract, and/or Joint Facilities Agreement of August 27, 1970.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

BIG RIVERS RURAL ELECTRIC  
COOPERATIVE CORPORATION

FIRST PARTY: \_\_\_\_\_

By: Robert D. Green

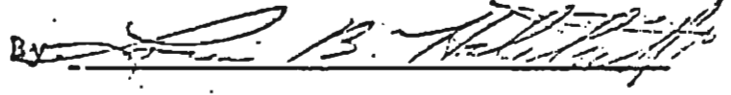
Title: President

ATTEST:

By: Loyal Brooks

Title: Secretary

CITY OF HENDERSON UTILITY COMMISSION  
SECOND PARTY: CITY OF HENDERSON, KENTUCKY

By: 

Title: Chairman

ATTEST:

By: 

Title: Secretary

EXHIBIT "A"

Out-of-Pocket Costs

DATE: June 1, 1972  
FIRST PARTY: BIG RIVERS RECC  
SECOND PARTY: CITY OF HENDERSON, KY.

For purposes of this agreement and the schedules attached hereto "out-of-pocket costs" shall mean the cost of fuels in the generating station or stations of the supplying party plus one mil per kwh, plus losses to point of delivery and plus any applicable startup charges. Cost of fuels as used herein shall include all fuel costs, handling charges and associated fuel charges includable within FPC Account 501.

IN WITNESS WHEREOF the parties have caused this schedule to be executed by their duly authorized officers on the date above referred to.

FIRST PARTY: BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION

By: Robert D. Green

Title: President

ATTEST:

By: Loyal Brooks

Title: Secretary

SECOND PARTY: CITY OF HENDERSON UTILITY COMMISSION  
CITY OF HENDERSON, KENTUCKY

By: L. B. [Signature]

Title: Chairman

ATTEST:

BY: Dudley H. Emerson

Title: Secretary

STIPULATION

DATE: June 1, 1972  
FIRST PARTY: BIG RIVERS RECC  
SECOND PARTY: CITY OF HENDERSON, KY.

It is stipulated and agreed that the operation of electric facilities of City of Henderson, Kentucky and that portion of electric facilities of Big Rivers Rural Electric Cooperative Corporation which are located within the confines of Henderson and Daviess Counties, Kentucky, is subject to the provisions of a ruling of the Internal Revenue Service issued to the City of Henderson, Kentucky on January 26, 1971; that the parties hereto have received a copy of such Internal Revenue Service ruling and are knowledgeable as to the contents thereof; that neither City of Henderson, Kentucky nor Big Rivers Rural Electric Cooperative Corporation shall be required by the provisions hereof to operate its electric facilities so as to violate or conflict with the provisions of such Internal Revenue Service Ruling as the same may, from time to time, be applicable and enforceable.

It is further stipulated and agreed that nothing in this Interconnection Agreement shall be construed to alter, amend or supersede the provisions of the parties' Power Plant Construction and Operation Agreement, Power Sales Contract and/or Joint Facilities Agreement of August 27, 1970, as amended, and that any provision hereof which is in conflict therewith shall be considered ineffective to the extent of such conflict.

IN WITNESS WHEREOF the parties have caused this stipulation to be executed by their duly authorized officers on the date above referred to.

FIRST PARTY: BIG RIVERS RURAL ELECTRIC  
COOPERATIVE CORPORATION

By: Robert A. Brown

Title: PRESIDENT

ATTEST:

By:

Loyal Brooks

Title:

SECRETARY

SECOND PARTY:

CITY OF HENDERSON UTILITY COMMISSION  
CITY OF HENDERSON, KENTUCKY

By: [Signature]

Title:

CHAIRMAN

ATTEST:

By:

Dudley H. Emerson

Title:

SECRETARY

EXCERPT FROM THE MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS  
OF BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION  
HELD IN HENDERSON, KENTUCKY, ON  
MAY 12, 1972

Upon the motion of Leslie Jenkins, seconded by Texal Brooks, it was moved that interconnection agreement with Henderson Municipal Power and Light be approved. Motion carried unanimously.

I, Robert D. Green, President  
of the Board of Directors of Big  
Rivers Rural Electric Cooperative  
Corporation hereby certify that the  
above is a true and correct excerpt  
from the minutes of Regular Meeting  
of said corporation held on May 12,  
1972.

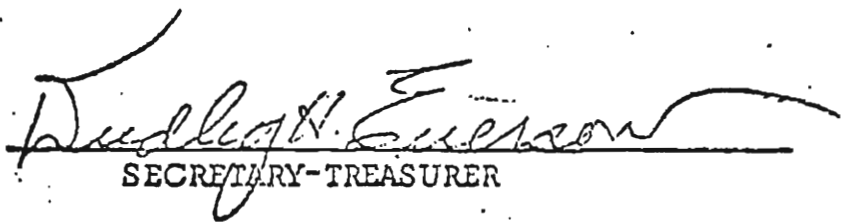
Robert D. Green



SECRETARY-TREASURER'S CERTIFICATE

I, DUDLEY H. EVERSON, Secretary-Treasurer of the City of Henderson Utility Commission (the "Utility Commission"), HEREBY CERTIFY that attached hereto is a copy of a portion of the Minutes of the Utility Commission adopted at a meeting thereof duly called and held on the 13th day of June, 1972, at which meeting a quorum was present and acting throughout, and that said Minutes have been compared by me with the original thereof as recorded in the Minute Book of the Utility Commission, and that said Minutes are a true, complete and correct copy of a portion thereof, and that said Minutes have been duly adopted and have not been modified, amended or repealed, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand, this the 19th day of June, 1972.

  
SECRETARY-TREASURER