

East Kentucky Power Cooperative

"A Rural Electric Cooperative Corporation"

P. O. Box 707 · Lexington Road · Winchester, Kentucky 40391 · 606-744-4812

August 5, 1976

RECEIVED

AUG 6 1976 PUBLIC SERVICE COMMISSION

Mr. Richard Heman, Secretary Kentucky Public Service Commission Capital Plaza Tower Frankfort, Kentucky 40601

Dear Mr. Heman:

I am enclosing one copy of an amendment to the interconnection agreement between East Kentucky Power Cooperative and Big Rivers Electric Corporation. This amendment is to Service Schedule D - Short Term Power and changes the demand price from \$0.40/week and \$0.06/day to \$0.50 week and \$0.085/day.

This contract has been revised to reflect similar changes we have made with other companies for the same type of power interchange.

If additional information is needed please contact me.

Very truly yours,

EAST KENTUCKY POWER COOPERATIVE

Kenkamp AttBrec

R. H. Breckenkamp, Manager of Engineering Transmission Division

RHB/jr

Enclosure

James S. Patterson, President Phil Depp, Vice President Howard Ragland, Secretary-Treasurer H. L. Spurlock, Executive Vice President Ronald L. Rainson, General Manager

SERVICE SCHEDULE D SHORT TERM POWER

SECTION 1

DURATION

This Service Schedule, dated the 1st day of August, 1976, between EAST KENTUCKY and BIG RIVERS, is made a part of and attached to an Agreement dated the 14th day of December, 1971, replacing a similar Service Schedule dated the 14th day of December, 1971, and shall become effective on the date first above written and shall continue in effect throughout the duration of the Agreement. It is, however, expressly understood and agreed that either party may request, at any time, the re-negotiation of the cost of power and energy of this Service Schedule D.

SECTION 2

SERVICES TO BE RENDERED

2.1 Normally a party, by giving the second party notice, may reserve for periods of not less than one calendar week, if the reservation begins with Sunday or Monday, or for the balance of the calendar week if the reservation begins with any day subsequent to Monday, such electric power as the second party may at such time have and is willing to make available as Short Term Power. By mutual agreement the parties may make the period for other than a calendar week or for any number of days. However, the party asked to supply Short Term Power shall be the sole judge as to the amounts and periods that it has electric power available that may be reserved by the other party as Short Term Power.

- 2.11 <u>SCHEDULING</u> To reserve Short Term Power, the party desiring such power shall specify in its notice to the other party the number of kilowatts and the period for which it desires to so reserve such power and the desired schedule of delivery of the power so reserved. The party receiving such notice, in a prompt acknowledgment, shall signify the extent of its ability and willingness to comply with the provisions of such notice. Any notice or any acknowledgment of such notice that may be given orally, if requested by either party, shall be confirmed in writing and such confirmation shall be forwarded not later than the third day, excluding Saturday, Sunday and holidays, following the day such oral notice is given.
- 2.12 <u>DELIVERY</u> During the period that Short Term Power has been reserved as above provided, the party having agreed to supply such power shall, upon call, deliver electric energy (herein called "Short Term Energy") to the other party at the Delivery Point and in amounts up to the number of kilowatts reserved. However, in the event conditions arise during such period which could not have been reasonably foreseen at the time said power was reserved and such conditions would cause the delivery of Short Term Energy to be burdensome to the supplying party, said party shall have the right to request the other party to reduce its take of such energy to any amount specified and for any portion of such period. The party so requested shall promptly comply with the request of the other party.

2.13 <u>BILLING</u> - The Short Term Power billing demand for any period shall be taken as equal to the number of kilowatts reserved for such period as Short Term Power.

SECTION 3

COMPENSATION

- 3.1 Payments for the supply of Short Term Power and Short Term Energy shall be predicated upon the following rates:
 - 3.11 DEMAND CHARGE For the billing demand for each calendar week at the rate of \$0.50 per kilowatt for such week or if the period is less than a calendar week, at the rate of \$0.085 per kilowatt per day. In the event the amount of Short Term Energy taken is reduced upon request of the supplying party, the demand charge for the period during which such reduction is made shall be reduced \$0.085 per kilowatt of reduction for each day during which any reduction is in effect. However, such reduction shall not exceed \$0.50 per kilowatt for a calendar week. In the event the supplying party, with the consent of or at the request of the other party, obtains capacity from a third party, specifically for the purpose of supplying Short Term Power hereunder, the Demand Charge for such Short Term Power supplied shall be equal to any associated charges for demand, transmission or burden which the supplying party must pay.

3.12 ENERGY CHARGE - Shall be the Out-of-Pocket Cost, as set forth in Exhibit "A", such cost being as of the Delivery Point, as set out in Article 2, Section 2.1, of this Agreement, taking into account electrical losses incurred from the sources of such energy to such delivery point plus 10% of such costs. In the event that energy is purchased from a third party, the Out-of-Pocket Cost shall be the actual cost of such energy.

IN WITNESS WHEREOF, EAST KENTUCKY and BIG RIVERS have caused this Amendment No. 1 to be executed by their respective duly authorized officers.

EAST KENTUCKY POWER COOPERATIVE, INC. BY Ronald L. Rainson

President & General Manager

BIG RIVERS ELECTRIC CORPORATION

BY