



**FLOYD COUNTY BOARD OF EDUCATION**  
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Sherry Robinson- Chair - District 5  
Dr. Chandra Varia, Vice-Chair - District 2  
Linda C. Gearheart, Member - District 1  
William Newsome, Jr., Member - District 3  
Rhonda Meade, Member - District 4

**Consent Agenda Item (Action Item):** Consider/Approve Agreement for Electrical Service (Large Power Service) at Floyd Central High School (Athletic Field) from Big Sandy Electric Cooperative Corporation.

**Applicable Statute or Regulation:** Chapter 01 (01.11) General Powers and Duties of the board.

**Fiscal/Budgetary Impact:** NA

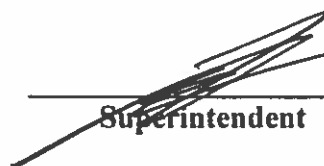
**History/Background:**

Big Sandy stated that any service over 25 KVA and up to 750 KVA is determined to be a large power service, also if power factor should go down below 90%, a penalty is induced. We do not see the power factor going below 93%. The transformer at the athletic field is 500 KVA.

**Recommended Action:** To approve agreement for electrical service.

**Contact Person(s):** Gregory Adams/606-874-9569

  
Director

  
Superintendent

**Date:** June 26, 2017

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

05/31/17  
500 KVA  
Member Account Number: 5231-005  
Member Location Number: 1503020

**BIG SANDY RURAL ELECTRIC COOPERATIVE CORPORATION**  
Paintsville, Kentucky 41240

**AGREEMENT FOR ELECTRIC SERVICE**

AGREEMENT made on May 31, 2017, between BIG SANDY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Seller"), and Floyd Co. Board of Education (hereinafter called the "Consumer"), a corporation.

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the consumer may need at KY RT 680, Prestonsburg, KY, Floyd Co., up to 500 KVA, upon the following terms:

1. Service Characteristics

- a. Service hereunder shall be alternating current, three phase, four wire, sixty cycles, and 277/140 volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.
- c. Consumer must furnish capacitors on both primary and secondary side.
- d. In the event the Consumer's load creates a distribution line flicker in excess of 4% the Seller will require the Consumer to reduce the flicker at the Consumer's expense.
- e. The Consumer shall not exceed IEEE 519 Guidelines concerning Harmonic Distortion.

2. Payment

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule LP (Large Power Service) attached to and made a part of this agreement. Notwithstanding any provisions of the Schedule, however, and irrespective of the Consumer's requirements, the Consumer shall pay to the Seller not less than \$468.28 per month for service or for having service available hereunder.
- b. The initial billing period shall start when Consumers begins using electric power and energy, or 5 days after the seller notifies the consumer in writing that the service is available hereunder, whichever shall occur first.
- c. Bills for service hereunder shall be paid at the office of the Seller in Prestonsburg or Paintsville State of Kentucky. Such payments shall be due on the 1st day of each month for service furnished during the proceeding monthly billing period.

If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the consumer of its intention so to do. However, such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

- d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric services at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. Membership

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provision of the articles of incorporation and by-laws of the Seller and by such rules and regulations from time to time may be adopted by the Seller.

4. Continuity of Service

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Government authority, action of the elements, public enemy, accidents, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor or for damages caused thereby. The Consumer expressly agrees to provide his own protection against low or high voltage and/or protection against the loss of one phase in the operation of three-phase equipment. The Seller shall not be liable to the Consumer for any losses incurred by the Consumer's failure to provide adequate equipment protection.

5. Right of Access

Duly authorized representative of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provision hereof,

6. Term

This agreement shall become effective on the date first above written and shall remain in effect until Two years following the start of the initial billing period and thereafter terminated by either party giving to the other Six months notice in writing.

7. Succession and Approval

- a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representative and assigns of the respective parties hereto.
- b. If the maximum amount of the power to be delivered hereunder is greater than xxxxxxxx1000 KVA, this contract shall not be effective unless approved in writing by the Administrator of the Rural Electrification Administration.

8. Prepayment

The Consumer shall make a prepayment of \$xxxxxxxxxxxxxxxx on account of the cost of facilities required to make service available. Such prepayment shall be returned to the consumer in the form of (monthly) (yearly) credits on each bill for service in amount of xxxxxxxx percent of the bill, which credit shall continue until they total \$xxxxxxxxxxxxxxxx. No refunds shall be made to the Consumer of any portion of the prepayment remaining upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BIG SANDY RURAL ELECTRIC COOPERATIVE CORPORATION  
SELLER

ATTEST:

BY \_\_\_\_\_

MANAGER

CONSUMER

ATTEST:

BY \_\_\_\_\_

SIGNATURE/TITLE