

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of the Ohio)
Valley Electric Corporation for Approval of) Case No. 15-0892-EL-AEC
the Termination of a Letter Agreement for the)
Temporary Supply of Arranged Power with the)
United States of America)
)

**Ohio Valley Electric Corporation’s Notice to the Commission of the Fifth Amendment to
Termination Agreement**

On May 7, 2015, Ohio Valley Electric Corporation (“OVEC”) and the Department of Energy (“DOE”) filed an Application to Terminate (the “Application”) any obligation OVEC has to provide utility service to DOE. That Application was amended on July 6, 2015 to change the effective date of the Termination Agreement to September 30, 2015 (“Termination Agreement Amendment”). An Amended Application to Terminate was filed with the Commission on July 22, 2015 to effect that change to the effective date (“Amended Application to Terminate”).

As the Commission did not rule at that time, OVEC and DOE agreed to amend the Termination Agreement to change the effective date on March 31, 2016 (“Second Termination Agreement Amendment”), February 10, 2016 (“Third Termination Agreement Amendment”) and August 12, 2016 (“Fourth Termination Agreement Amendment”). Those amendments were previously filed with the Commission.

The Fourth Termination Agreement Amendment expires on April 30, 2017. As the Commission has not yet ruled, on February 21, 2017, OVEC and DOE entered into a Fifth Amendment to Termination Agreement (“Fifth Termination Agreement Amendment”) (a copy is attaching as Exhibit A). In the Fifth Termination Agreement Amendment, OVEC and DOE agreed to change the effective date of the Termination Agreement to October 31, 2017.

The parties hereby reiterate their request for expedited consideration and approval of the Termination Agreement,¹ Termination Agreement Amendment,² Second Termination Agreement Amendment,³ Third Termination Agreement Amendment,⁴ Fourth Termination Agreement Amendment,⁵ and Fifth Termination Agreement Amendment⁶ terminating the Letter Agreement (as modified on April 27, 2005 and September 4, 2008),⁷ and the underlying power supply arrangement between DOE and OVEC.

Respectfully submitted,

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Counsel for Ohio Valley Electric Corporation

¹ Seeking to terminate service.

² Providing extension of termination date through September 30, 2015.

³ Providing extension of termination date through March 31, 2016.

⁴ Providing extension of termination date through October 31, 2016.

⁵ Providing extension of termination date through March 31, 2017.

⁶ Providing extension of termination date through October 31, 2017.

⁷ The 2003 temporary agreement between OVEC and DOE to provide for temporary supply of power and energy to the Facility. See Application ¶ 5.

CERTIFICATE OF SERVICE

I certify that the foregoing was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 3rd day of March, 2017. The PUCO's e-filing system will electronically serve notice of the filing of this document on counsel for all parties.

/s/ N. Trevor Alexander
Counsel for Ohio Valley Electric Corporation

FIFTH AMENDMENT TO TERMINATION AGREEMENT

THIS FIFTH AMENDMENT TO TERMINATION AGREEMENT (this "Amendment"), is made and entered into this 21st day of February, 2017, by and between Ohio Valley Electric Corporation ("OVEC") and the United States of America, acting by and through the Secretary of Energy, the statutory head of the Department of Energy ("DOE").

WITNESSETH:

WHEREAS, OVEC and DOE are parties to that certain Letter Agreement, designated Contract No. DE-AC05-03OR22988, dated April 29, 2003, as modified as of April 27, 2005 and September 4, 2008 (the "Letter Agreement") with respect to the supply by OVEC of "arranged power" services to DOE for its facilities in Southern Ohio;

WHEREAS, OVEC and DOE entered into a Termination Agreement, dated as of March 28, 2015, as amended by the First Amendment to the Termination Agreement, dated as of July 6, 2015, the Second Amendment to the Termination Agreement, dated as of August 28, 2015, the Third Amendment to the Termination Agreement, dated as of February 10, 2016, and the Fourth Amendment to the Termination Agreement, dated as of August 12, 2016 (the "Termination Agreement") to terminate the Letter Agreement; and

WHEREAS, OVEC and DOE desire to extend the effective time of the termination of the Letter Agreement set forth in the Termination Agreement, pursuant to the term and conditions of this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, OVEC and DOE agree as follows:

1. Amendment of Termination Agreement. Effective as of the date hereof, the following amendment is made to the Termination Agreement: in Section 1 of the Termination Agreement, the definition of Effective Time shall be amended by deleting "April 30, 2017" and replacing it with "October 31, 2017".
2. Service Fee. DOE agrees to pay OVEC in cash in immediately available funds an additional service fee of \$186,327.07, payable in full upon execution of this Amendment by each party hereto.
3. Effect of Amendment. All references in the Termination Agreement to the "Agreement" shall be deemed to mean the Termination Agreement as amended by this Amendment. All provisions of the Termination Agreement that are not expressly amended by this Amendment shall remain in full force and effect.
4. OVEC Regulatory Filings; Update as to DOE Process. In accordance with the Letter Agreement, DOE shall cooperate with OVEC (including taking actions as reasonably requested by OVEC) in making filings with, or obtaining any authorizations from, any regulatory

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered on behalf of the parties hereto as of the date first above written.

OHIO VALLEY ELECTRIC
CORPORATION

By:  _____

Name: Justin J. Cooper

Title: Asst. Secretary

UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
SECRETARY OF ENERGY, THE
STATUTORY HEAD OF THE
DEPARTMENT OF ENERGY

By:  _____

Name: Matthew Carpenter

Title: Contracting Officer

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 15-0892-EL-AEC

Summary: Notice of Fifth Amendment to Termination Agreement electronically filed by Mr. Trevor Alexander on behalf of Ohio Valley Electric Corporation