

AGREEMENT FOR PURCHASE OF POWER

AGREEMENT made June 14th ~~April~~, 1956, between Shelby Rural Electric Cooperative Corporation (hereinafter called the "Seller"), and Trimble County Water District No. 1 (hereinafter called the "Consumer"), a Commission (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

WITNESSETH:

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 Booster Pump Site near Wiss Landing, Trimble County, Kentucky to 75 KVA, upon the following terms:

1. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current, 3 phase, sixty cycles, 120/240 volts.

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 attached to and made a part of this agreement. Notwithstanding any provision of the Schedule, however, and irrespective of the Consumer's requirements, the Consumer shall pay to the Seller not less than \$ 75.00 per month for service or for having service available hereunder.

b. The initial billing period shall start when Consumer begins using electric power and energy, or 30 days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

c. Bills for service hereunder shall be paid at the office of the Seller in Shelbyville

State of Kentucky monthly within fifteen days after the bill is mailed to the Consumer. If the Consumer shall fail to pay any such bill within such fifteen day period, the Seller may discontinue service hereunder by giving fifteen days' notice in writing to the Consumer.

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

3. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.

4. MEMBERSHIP

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

5. TERM

This agreement shall become effective on the date first above written and shall remain in effect until --10-- years following the start of the initial billing period and thereafter until terminated by either party giving to the other --6-- months notice in writing. **Provided, however, that Consumer may terminate this agreement prior to the expiration of the initial ten-year period of service upon payment to Seller of a termination charge of \$3500 less \$350 for each full year of service under this agreement.**

6. SUCCESSION

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

7. DEPOSIT

The Consumer shall deposit with the Seller the sum of \$ None on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such deposit shall be returnable to the Consumer in the form of a credit on each bill for service in the amount of _____ percent of the bill, which credits shall continue until they total \$ -0-

No refund shall be made to the Consumer of any portion of the deposit remaining upon termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Shelby Rural Electric Cooperative Corporation
SELLER

By Alex B. Veech
PRESIDENT
Alex B. Veech

ATTEST:

Ralph D. Scarce
SECRETARY
Ralph D. Scarce

TRIMBLE COUNTY WATER DISTRICT NUMBER 1
CONSUMER

By Hubert L. Stark
Chairman
TITLE OF OFFICER*

ATTEST:

Harold Bryan
SECRETARY

*If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION

Kentucky-30-Shelby
Shelbyville, Kentucky

SCHEDULE LP

LARGE POWER SERVICE

Availability

Available to consumers located on or near Seller's three-phase lines for all types of usage, subject to the established rules and regulations of Seller.

Rate

\$ 1.50 per month per KW of billing demand
Plus energy charges of:
2.5¢ per KWH for the first 50 KWH used per month
per KW of billing demand,
1.5¢ per KWH for the next 100 KWH used per month
per KW of billing demand,
1.0¢ per KWH for all remaining KWH used per month.

Determination of Billing Demand

The billing demand shall be the maximum kilowatt demand established by the consumer for any period fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:

Power Factor Adjustment

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 KW or more of measured demand to correct for average power factors lower than 90%, and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

Fuel Cost Adjustment Charge

In case the rate under which Seller purchases power at wholesale is adjusted in accordance with a fuel cost adjustment provision in Seller's wholesale power contract, the foregoing energy charges shall be adjusted each month by the same amount per KWH as the fuel cost adjustment per KWH in Seller's wholesale power bill for the next preceding month.

SCHEDULE LP

LARGE POWER SERVICE

Minimum Monthly Charge

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question.

- (1) The minimum monthly charge specified in the contract for service.
- (2) A charge of \$0.75 per KVA of installed transformer capacity.
- (3) A charge of \$25.

Minimum Annual Charge for Seasonal Service

Consumers requiring service only during certain seasons not exceeding nine months per year may guarantee a minimum annual payment of twelve times the minimum monthly charge determined in accordance with the foregoing section in which case there shall be no minimum monthly charge.

Type of Service

Three-phase, 60 cycles, at Seller's standard voltages.

Conditions of Service

1. Motors having a rated capacity in excess of ten horsepower (10 H. P.) must be three-phase.
2. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall be added to obtain total kilowatt-hours used and the registrations of the two demand meters shall be added to obtain the total kilowatt demand for billing purposes.
3. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer.
4. If service is furnished at primary distribution voltage, a discount of ten per cent (10%) shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of 10% shall also apply to the minimum charge. However, the Seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.

Terms of Payment

The above rates are net, the gross rates being 10% higher on the first \$25 and 2% on the remainder of the bill. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rates shall apply.

RESOLUTION

Exert from minutes, Board of Directors Meeting, Shelby Rural Electric Cooperative Corporation held at Shelbyville, Kentucky, March 15, 1956. President, Alex B. Veech, present and presiding.

Said Meeting called to order at approximately 8:00 P.M. by the President with a quorum being present.

A contract between the Cooperative and the Trimble County Water District #1 providing rates and service agreements for the furnishing of electricity at the said District's Well Site and Booster Pump Station and submitted to the Board and upon motion of Cleveland, seconded by Crabb, it was voted that the President and the Secretary of the Cooperative be authorized to negotiate and execute said contract.

I, Ralph D. Scarce do hereby certify that I am the duly elected, qualified, and acting Secretary of the Shelby Rural Electric Cooperative Corporation, and the keeper of its records, and that the above and foregoing is a true and correct copy of Resolution duly adopted at a regular meeting of the Board of Directors of said Corporation duly convened and held in accordance with its By-Laws, on the 15th day of March, 1956, at which a quorum was present and acting throughout; and I do further certify that said Resolution is still in force and effect and has not been repealed.

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the Cooperative's seal of said Corporation this 15th day of March, 1956.


Ralph D. Scarce, Secretary

RESOLUTION

A contract between the Shelby Rural Electric Cooperative Corporation and the District for furnishing electrical service for the Booster Pump Site near Wise's Landing and a contract for furnishing electrical service at the well site, Wise's Landing, both in Trimble County, Kentucky, providing rates and service agreement for the furnishing of electricity duly signed by the Shelby R.E.C.C. by its President pursuant to authority of the Board of Directors of said corporation, was introduced by Bryan and seconded by Phelps. It was voted that said contracts be accepted and that the Chairman and Secretary of the Commission be authorized to execute said contracts and that a copy of each of said contracts dated April 1958 be filed and made a part of the Minutes of this meeting as fully as if copied herein.

Chairman calling for a vote, those voting ye were Commissioners Bryan, Phelps and Stark. Chairman declared the Resolution carried unanimously.

I, Harold Bryan, do hereby certify that I am the duly elected, qualified and acting Secretary of the Trimble County Water District Number 1 and the keeper of its records, and that the above and foregoing is a true and correct copy of Resolution duly adopted at a regular meeting of the District at which a quorum was present and acting throughout; and I do further certify that said Resolution is still in force and effect and has not been repealed.

Witness my signature this 18th day of June, 1958.

Harold Bryan
Secretary

(seal)