### **COMMONWEALTH OF KENTUCKY**

# **BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

ELECTRONIC APPLICATION OF KENTUCKY	)	
UTILITIES COMPANY FOR A CERTIFICATE OF	)	
PUBLIC CONVENIENCE AND NECESSITY FOR	)	CASE NO. 2022-00066
THE CONSTRUCTION OF TRANSMISSION	)	
FACILITIES IN HARDIN COUNTY, KENTUCKY	)	

### RESPONSE OF KENTUCKY UTILITIES COMPANY TO COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION DATED APRIL 1, 2022

FILED: APRIL 8, 2022

### VERIFICATION

COMMONWEALTH OF KENTUCKY ) ) COUNTY OF JEFFERSON )

The undersigned, **Elizabeth J. McFarland**, being duly sworn, deposes and says that she is Vice President, Transmission for Louisville Gas and Electric Company and Kentucky Utilities Company and an employee of LG&E and KU Services Company, and that she has personal knowledge of the matters set forth in the responses for which she is identified as the witness, and the answers contained therein are true and correct to the best of her information, knowledge, and belief.

Elgdet & M'fall

Elizabeth J. McFarland

Subscribed and sworn to before me, a Notary Public in and before said County

and State, this 7th day of \_\_\_\_\_ April 2022.

Judy Schoole

Notary Public ID No. 603967

My Commission Expires:

July 11, 2022

### **KENTUCKY UTILITIES COMPANY**

### Response to Commission Staff's First Request for Information Dated April 1, 2022

# Case No. 2022-00066

### **Question No. 1**

### **Responding Witness: Elizabeth J. McFarland**

- Q-1. Provide a detailed map, including parcel numbers, of the proposed transmission line routes and substations, including 500 feet from the centerline on both sides.
- A-1. See attached.

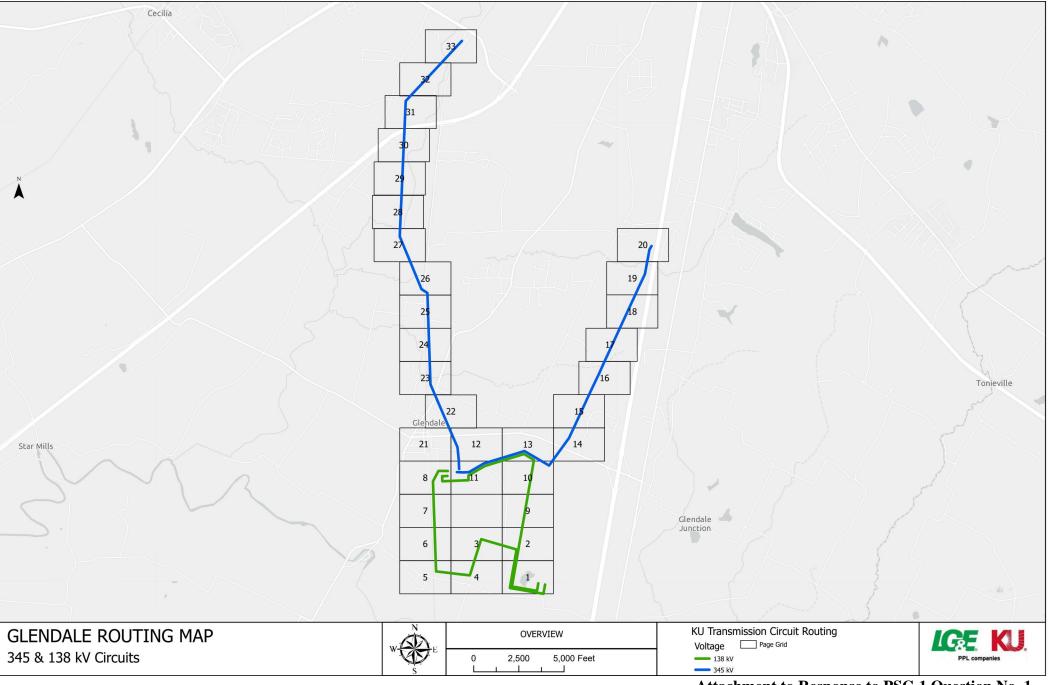
# KENTUCKY UTILITIES GLENDALE (FORD) PROJECT

# 345 & 138 kV TRANSMISSION ROUTING MAPS

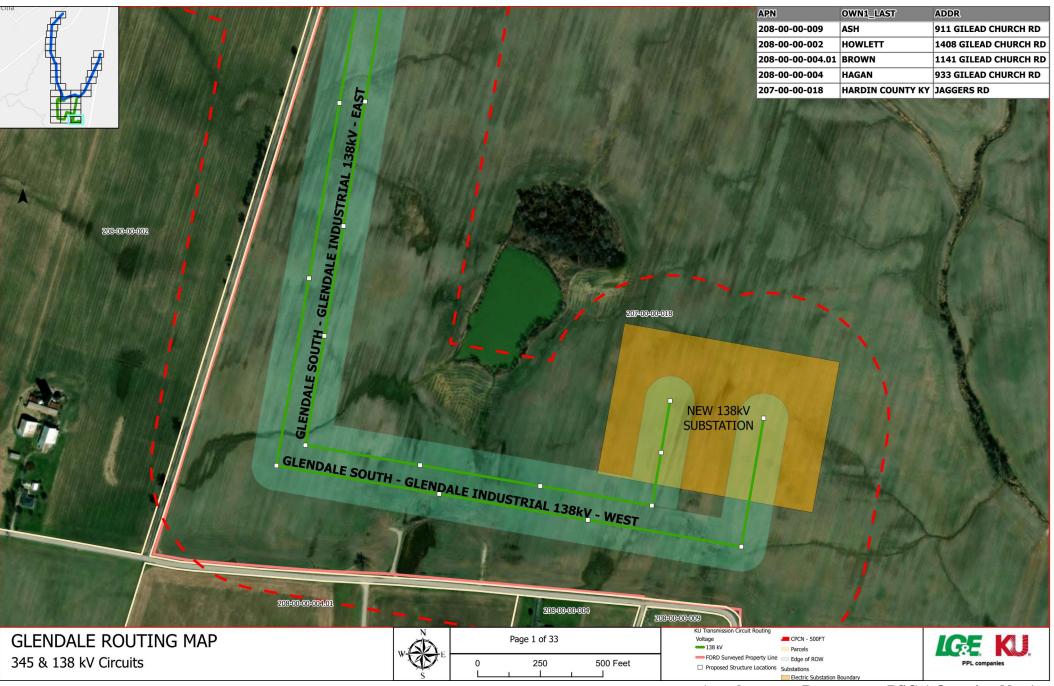




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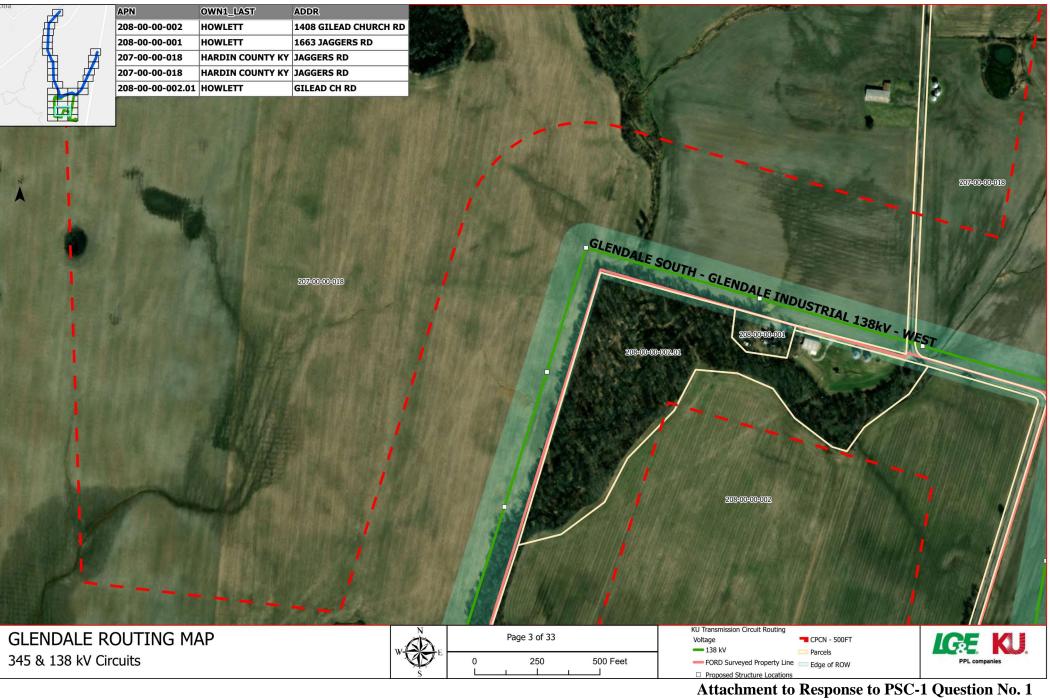
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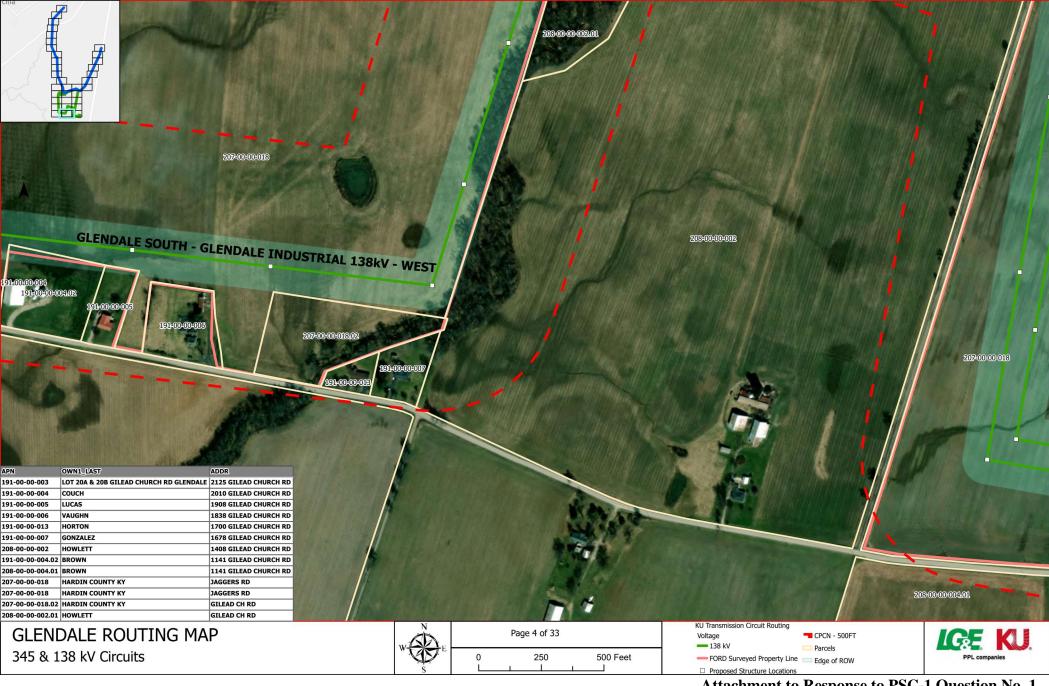
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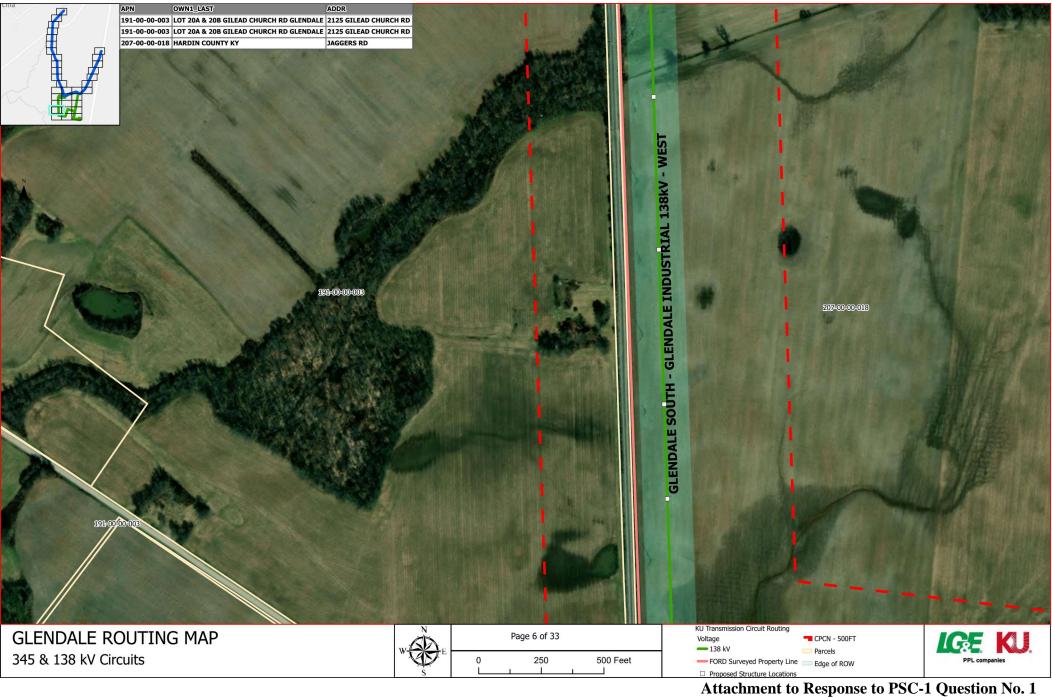
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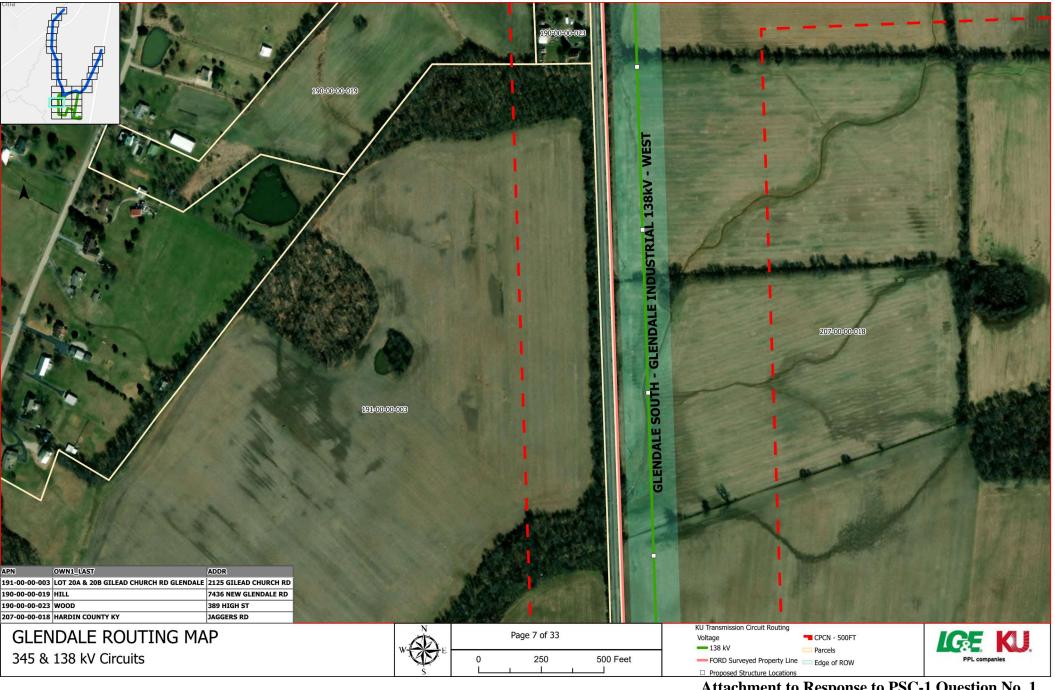
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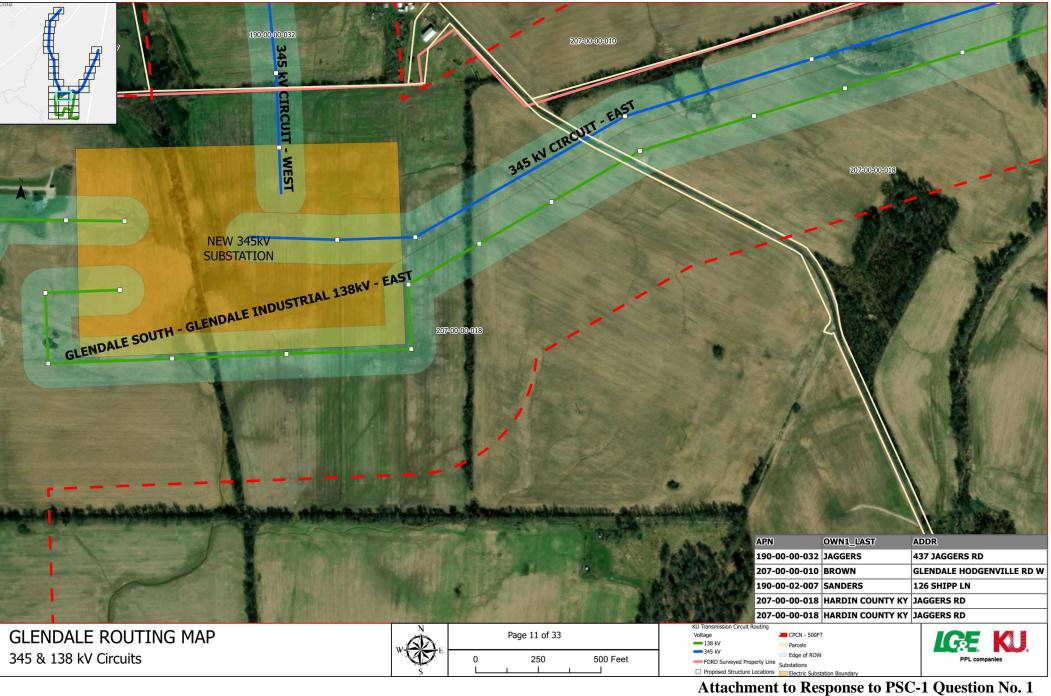
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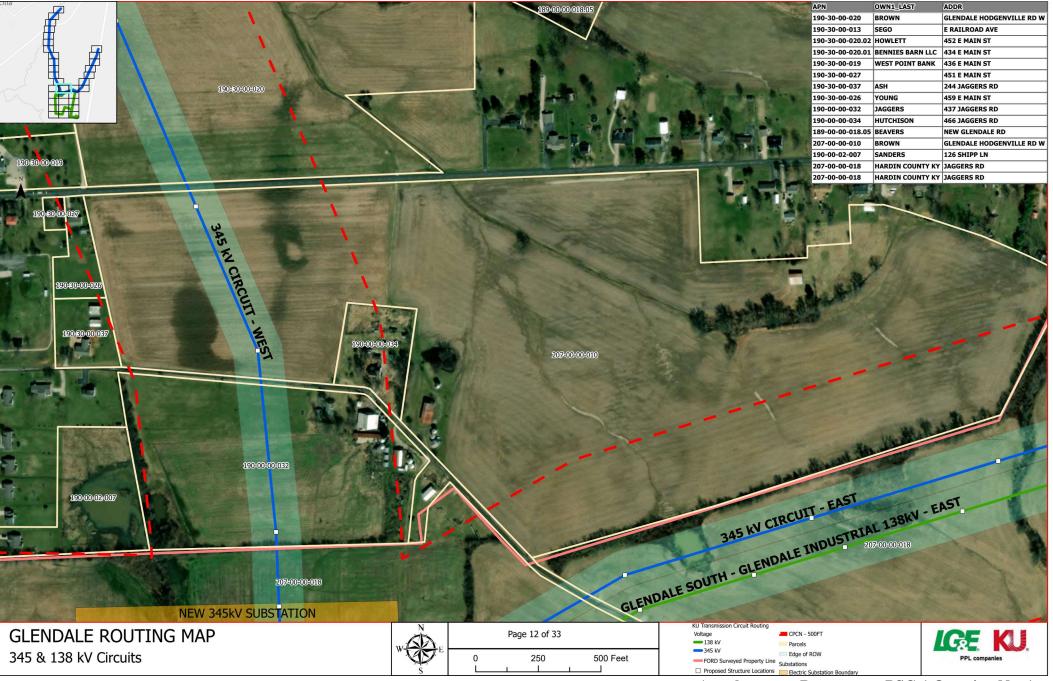
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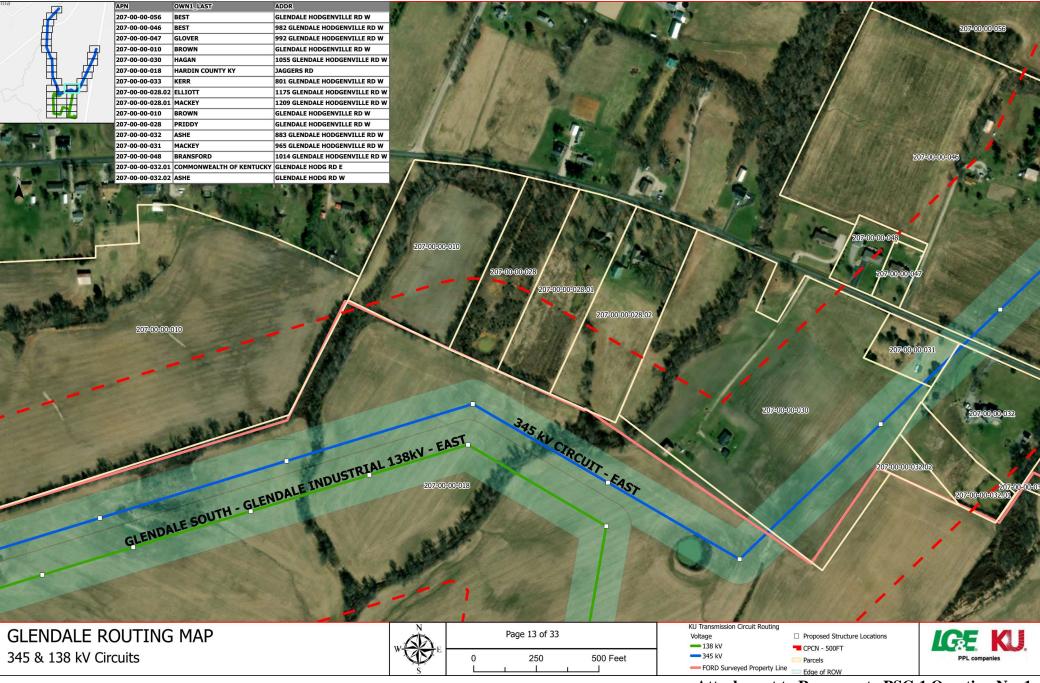
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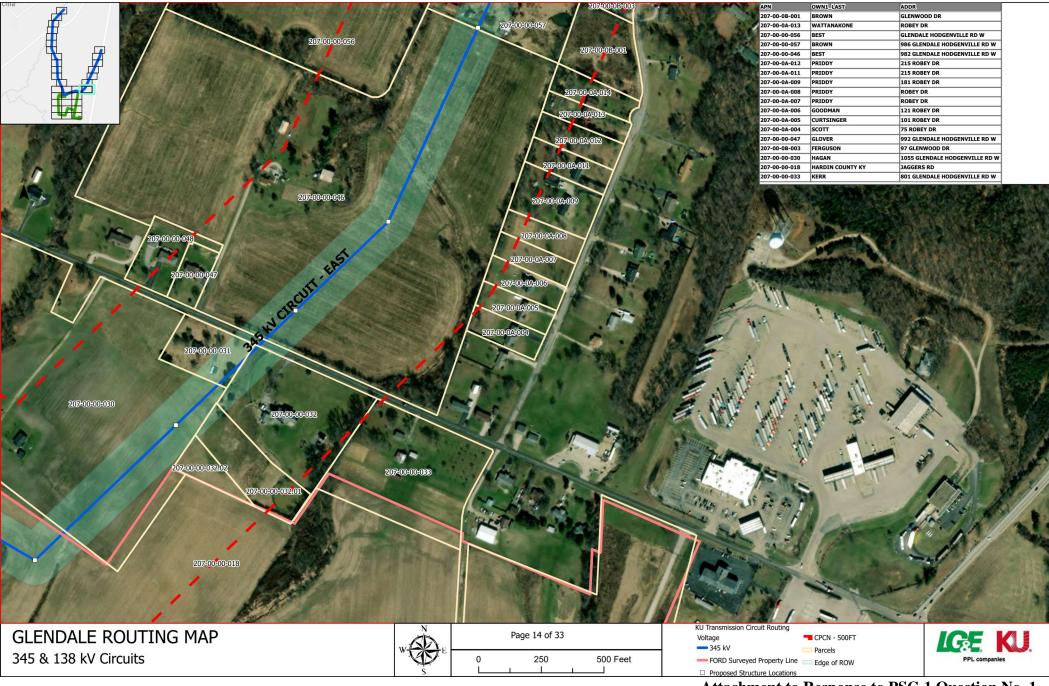
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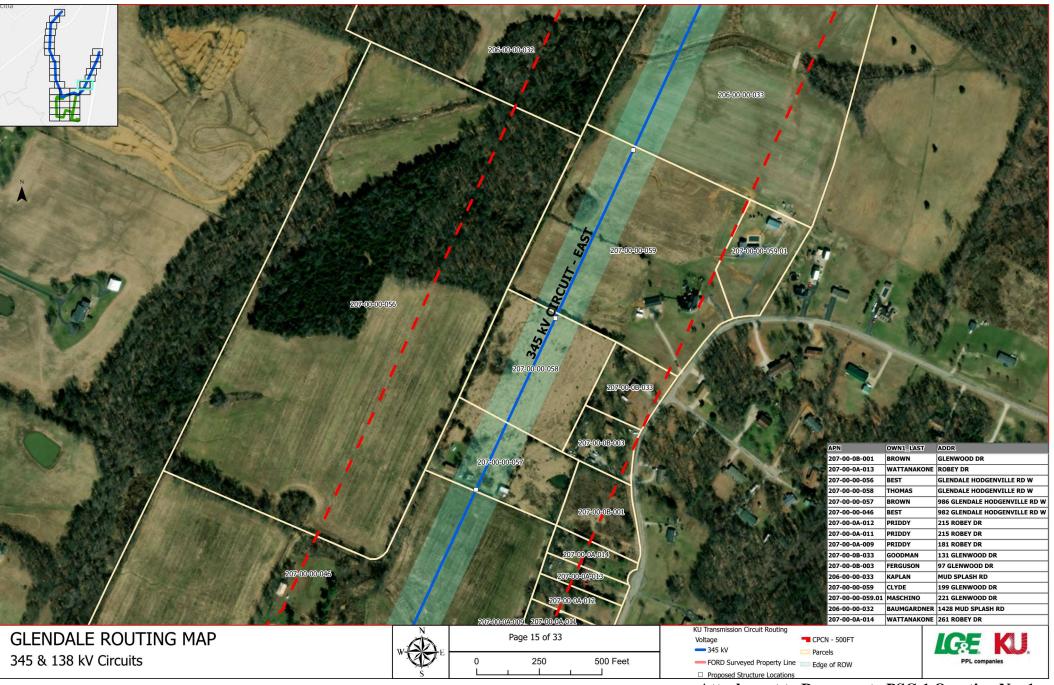
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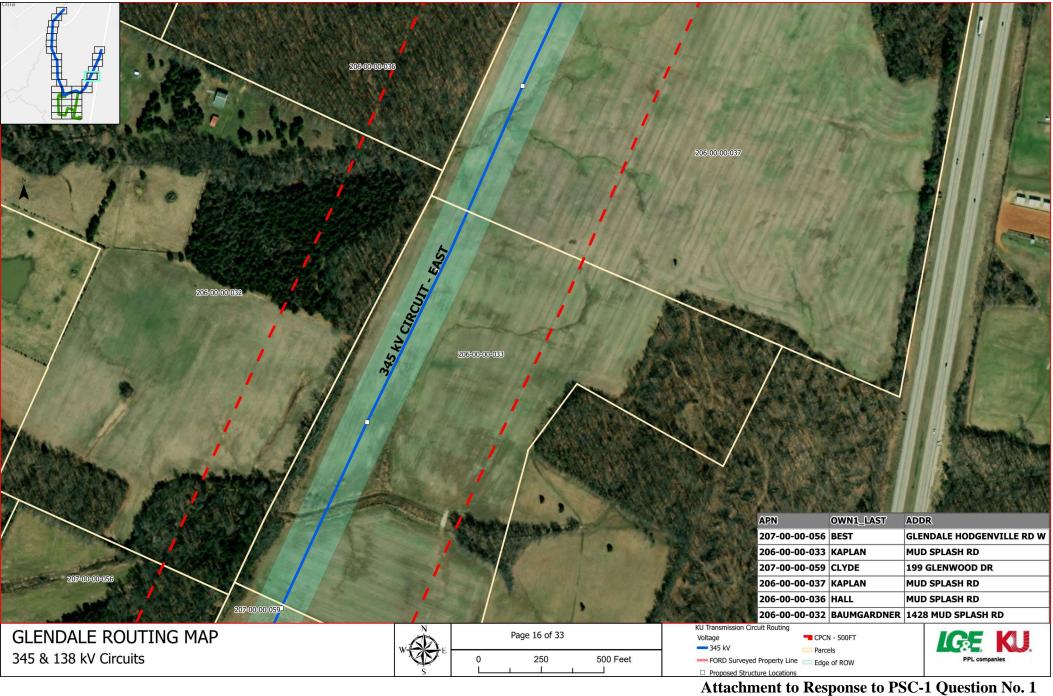
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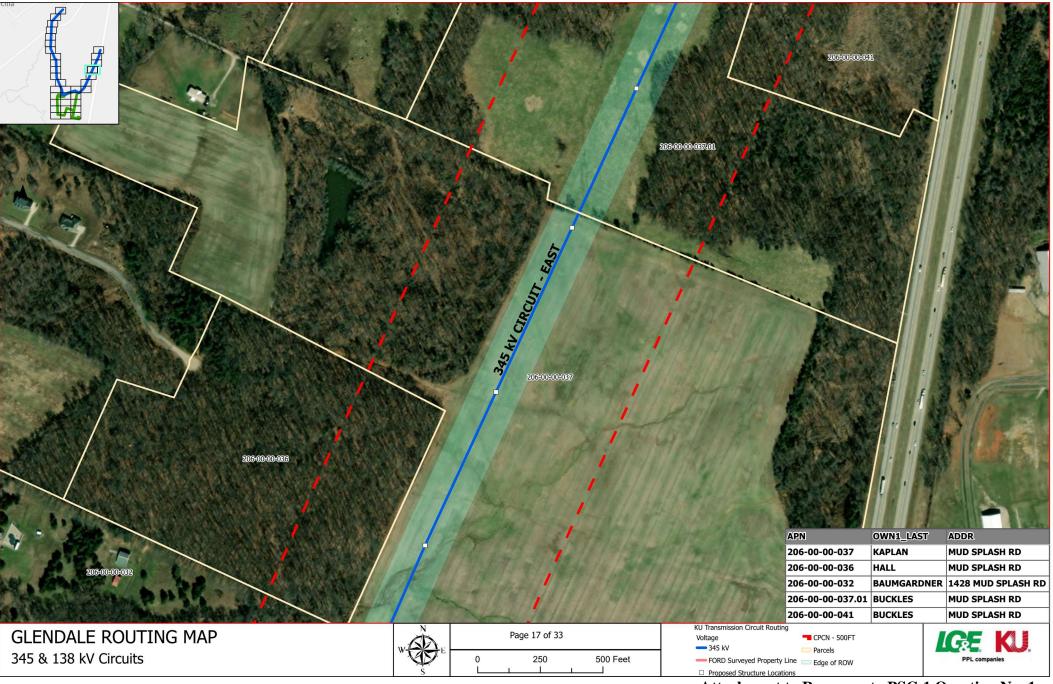
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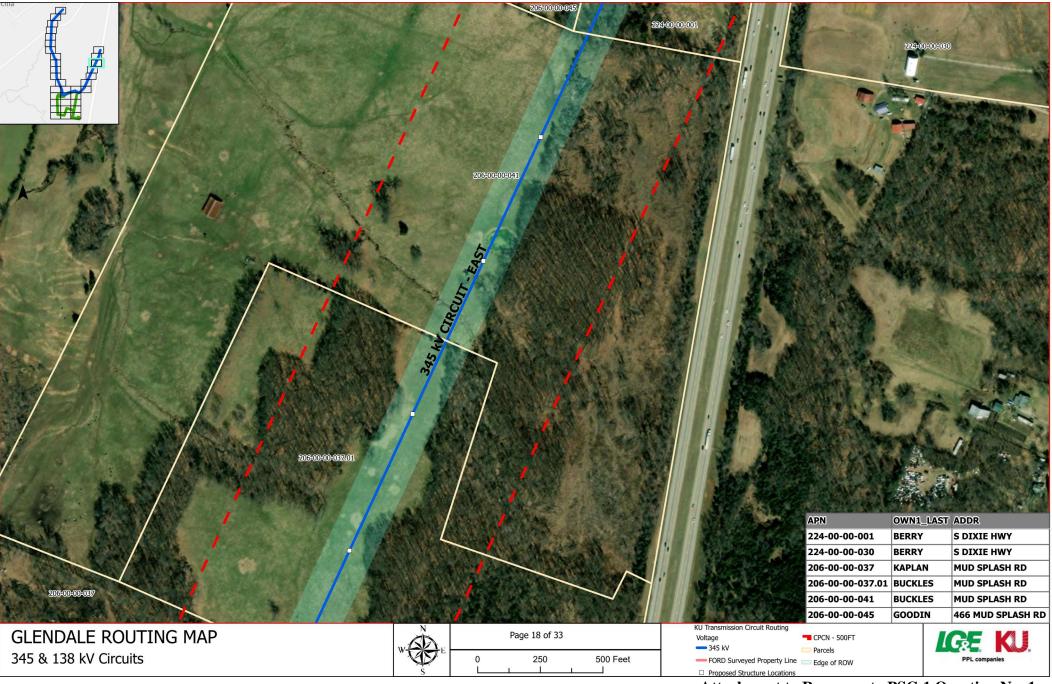
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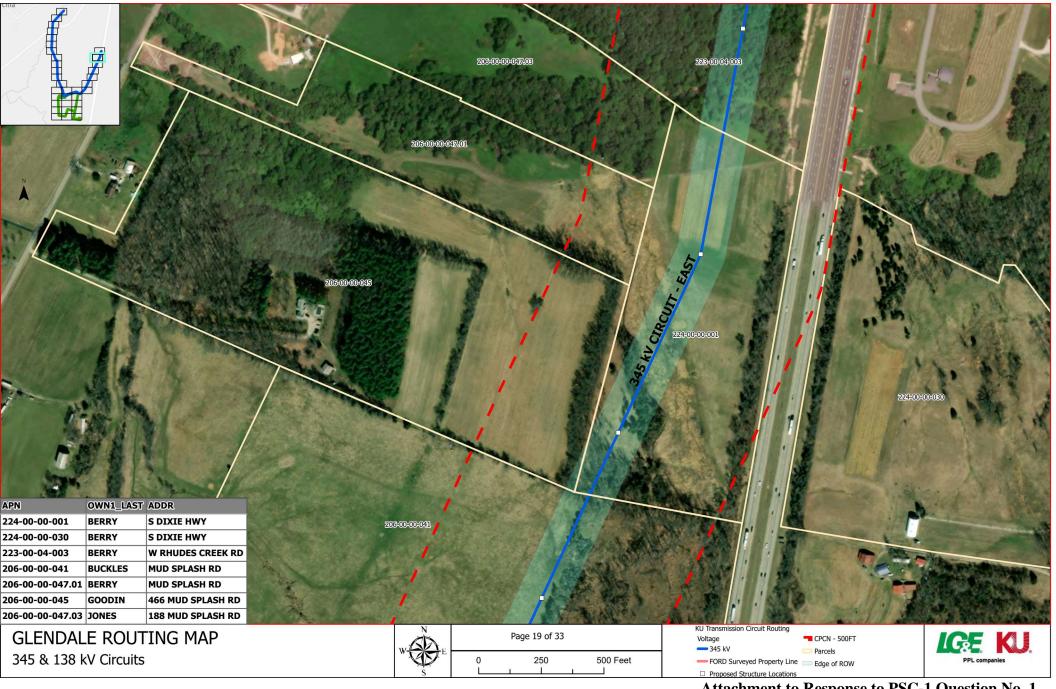
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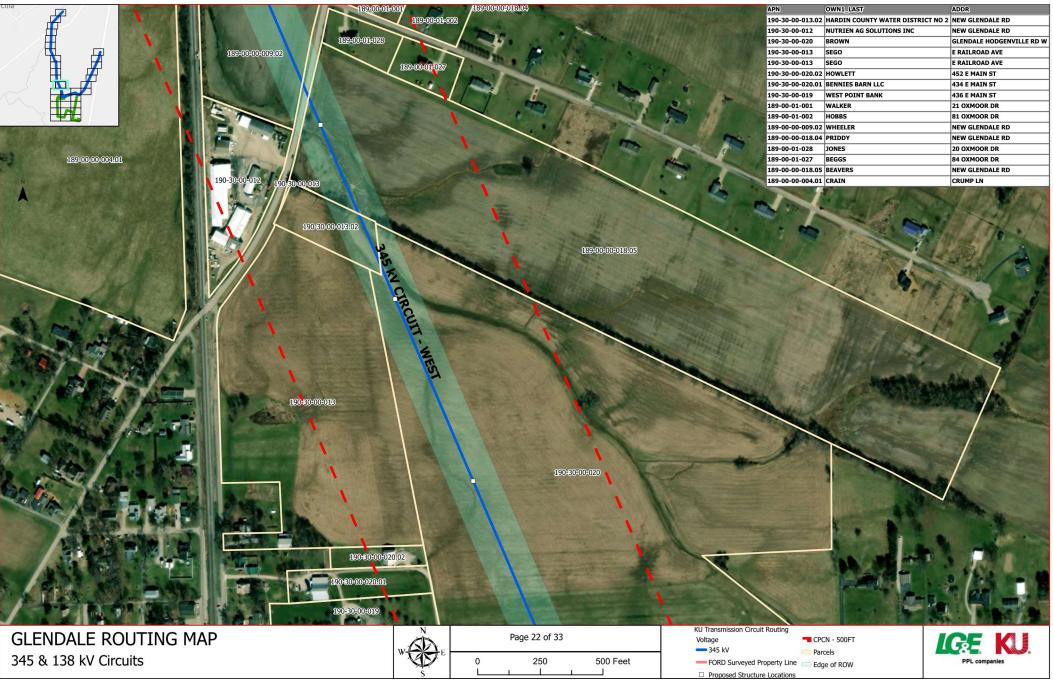
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GLENDALE RC			035000437,08		228400-04403 228400-04403 22400-	ACC-COL	KI Taramision		
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345 & 138 kV Circ	cuits				0 250	500 Feet		veyed Property Line 📃 Edge of ROW	PPL companies
				S				Structure Locations	1 Question No. 1

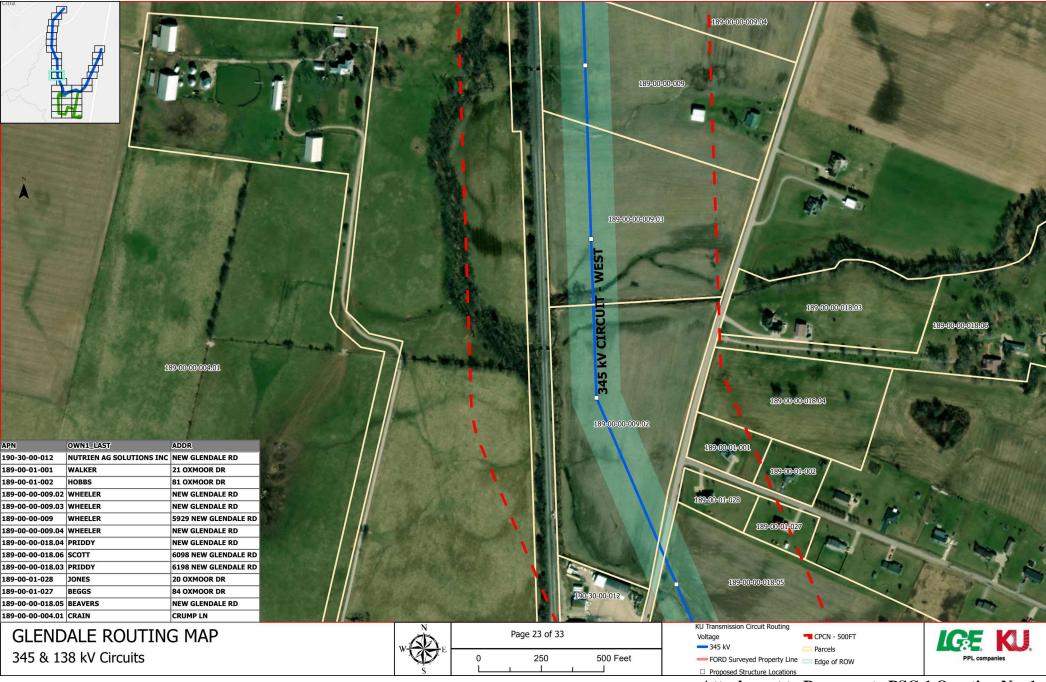
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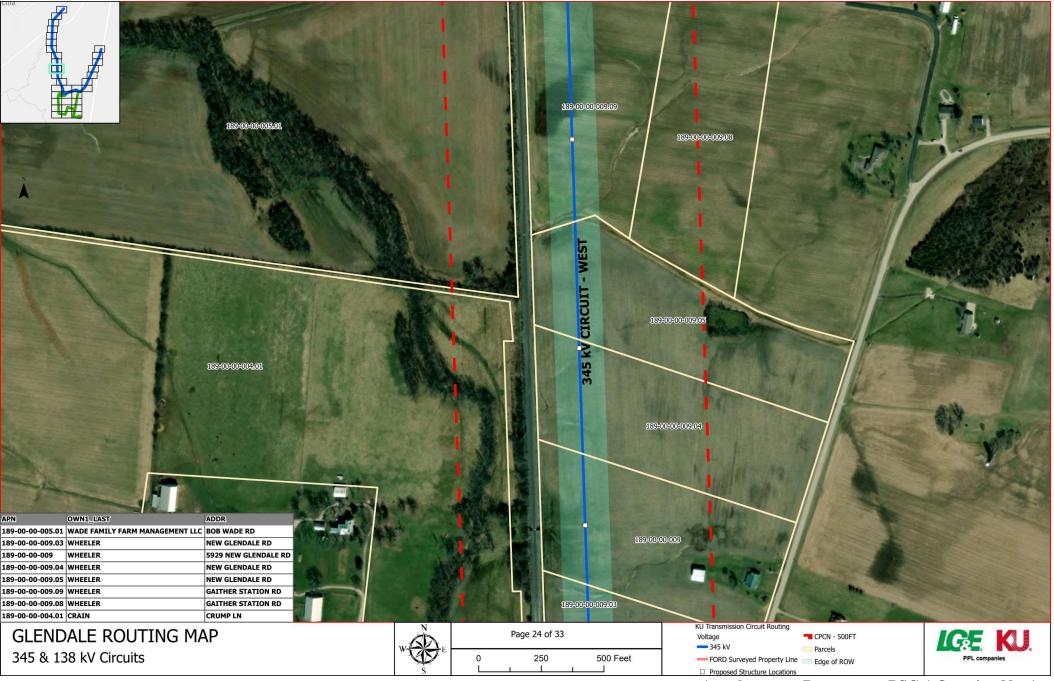
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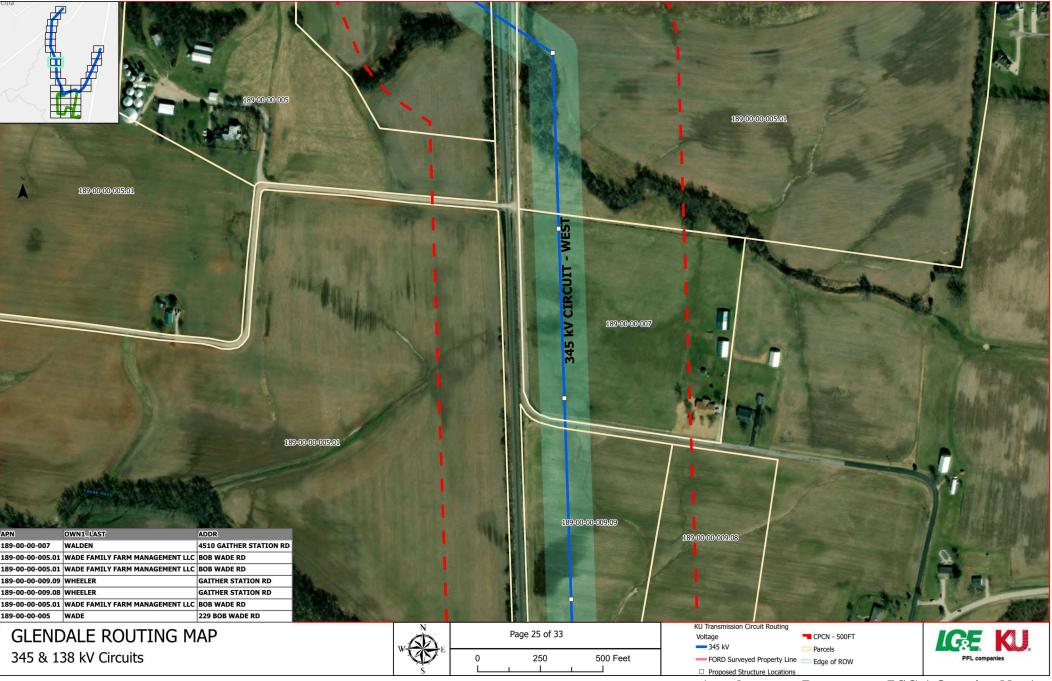
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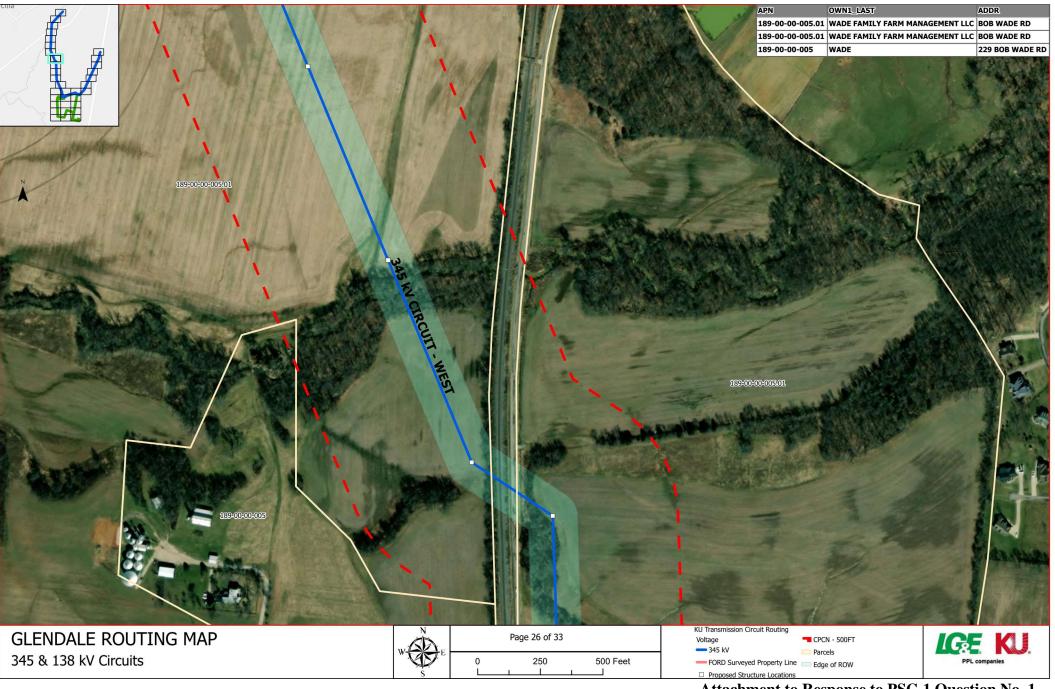
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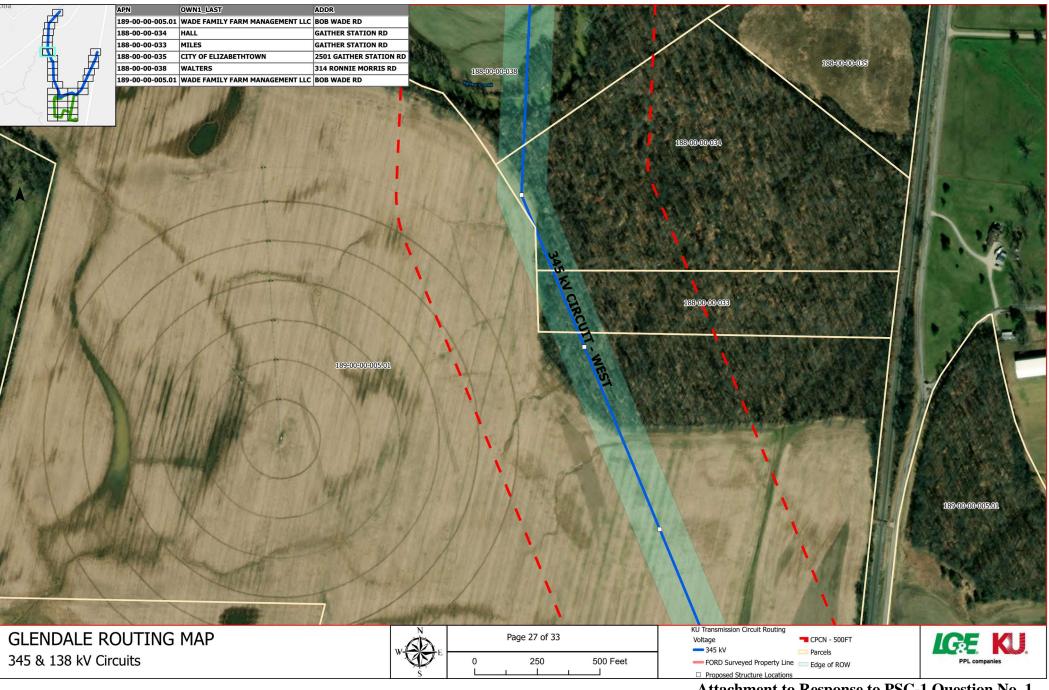
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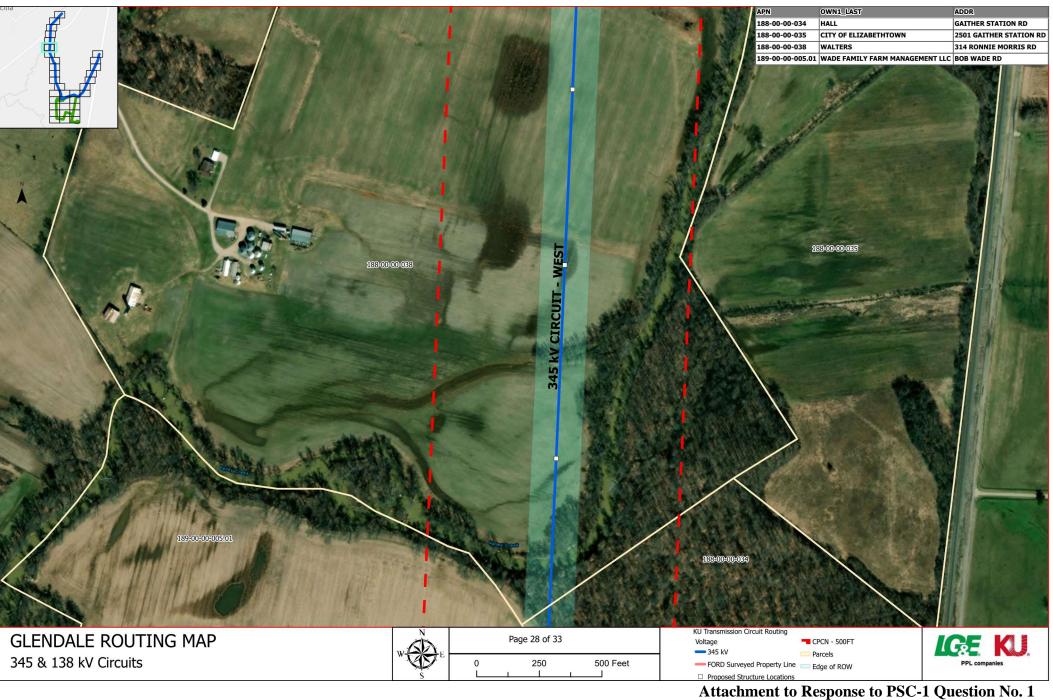
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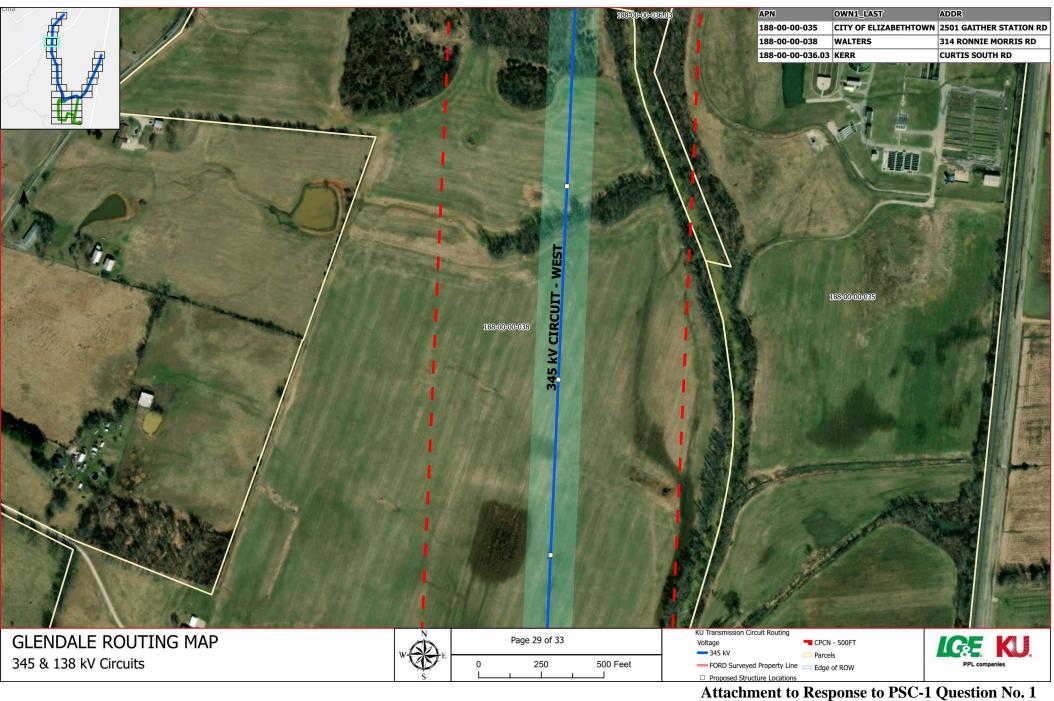
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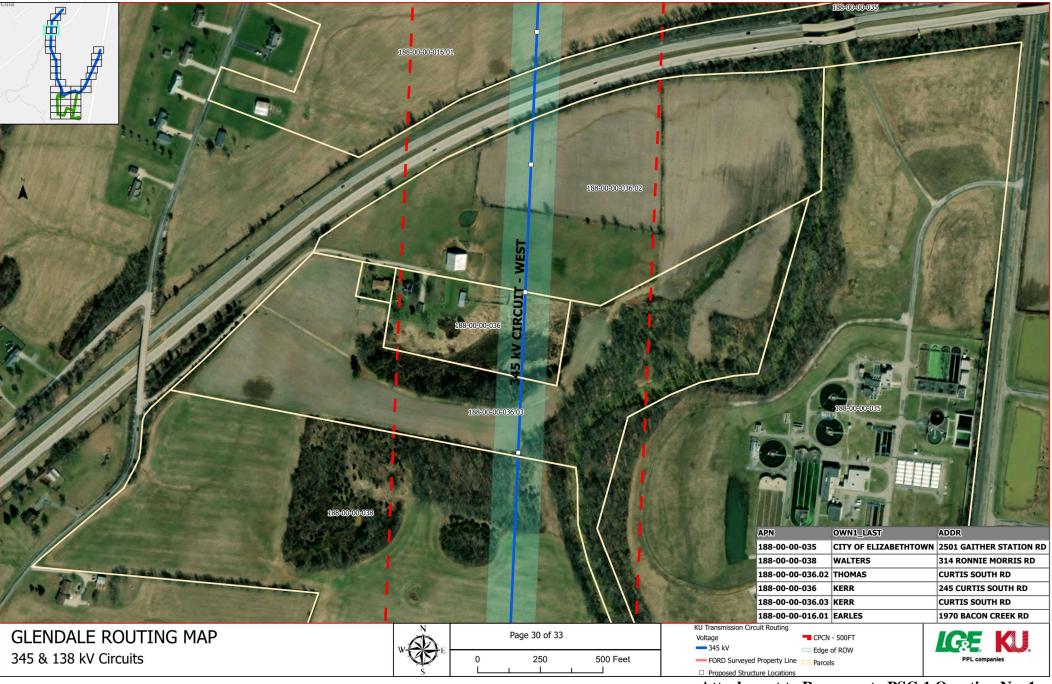
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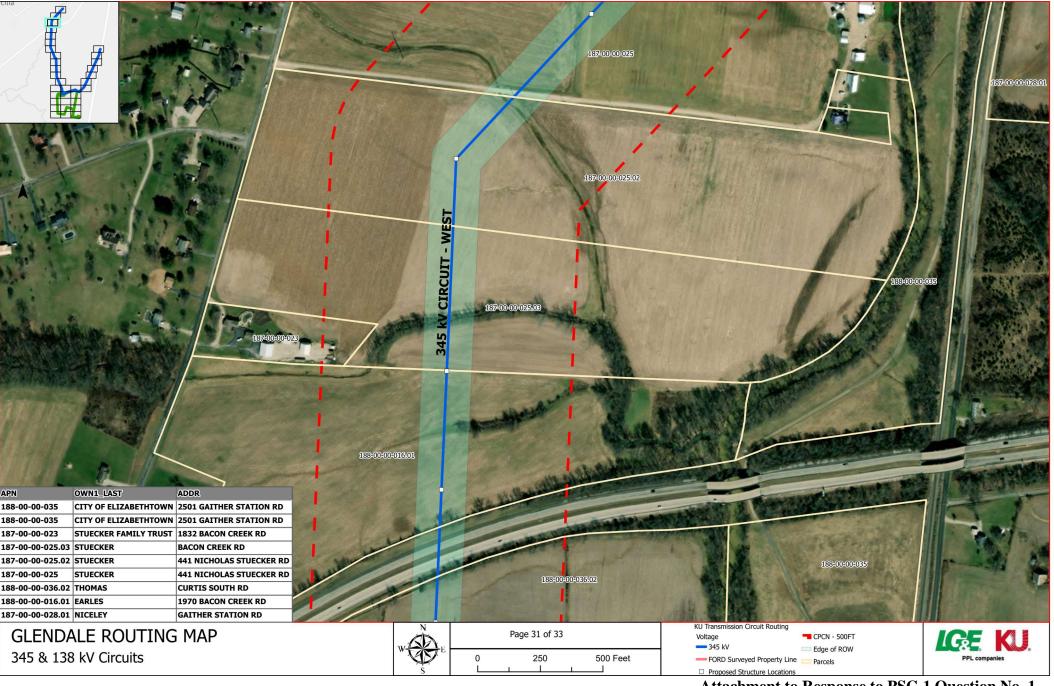
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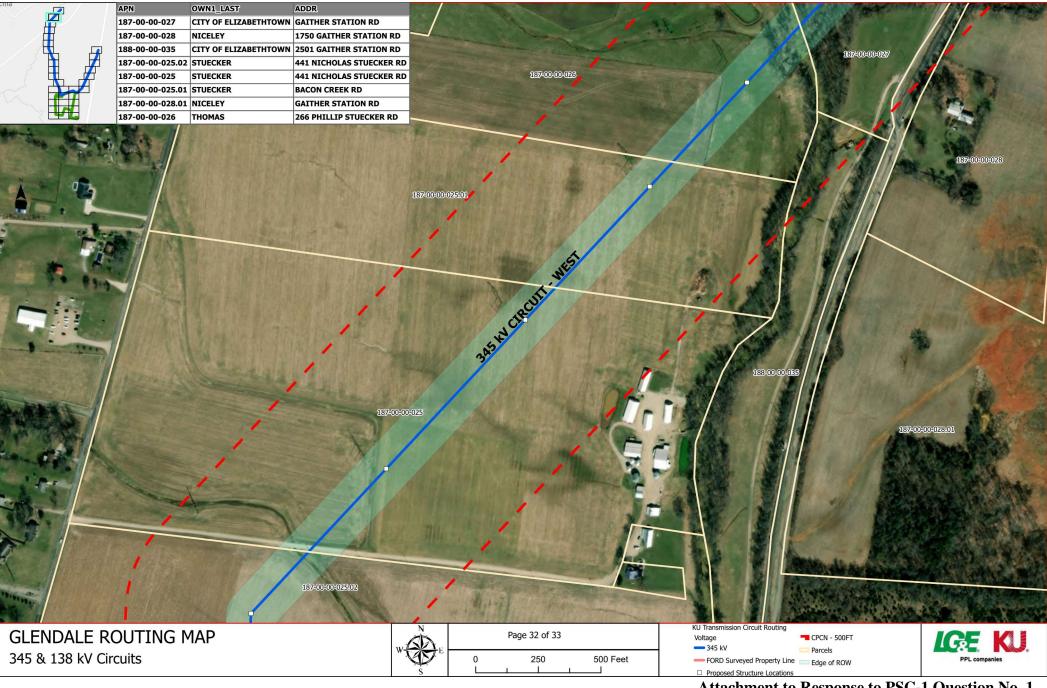
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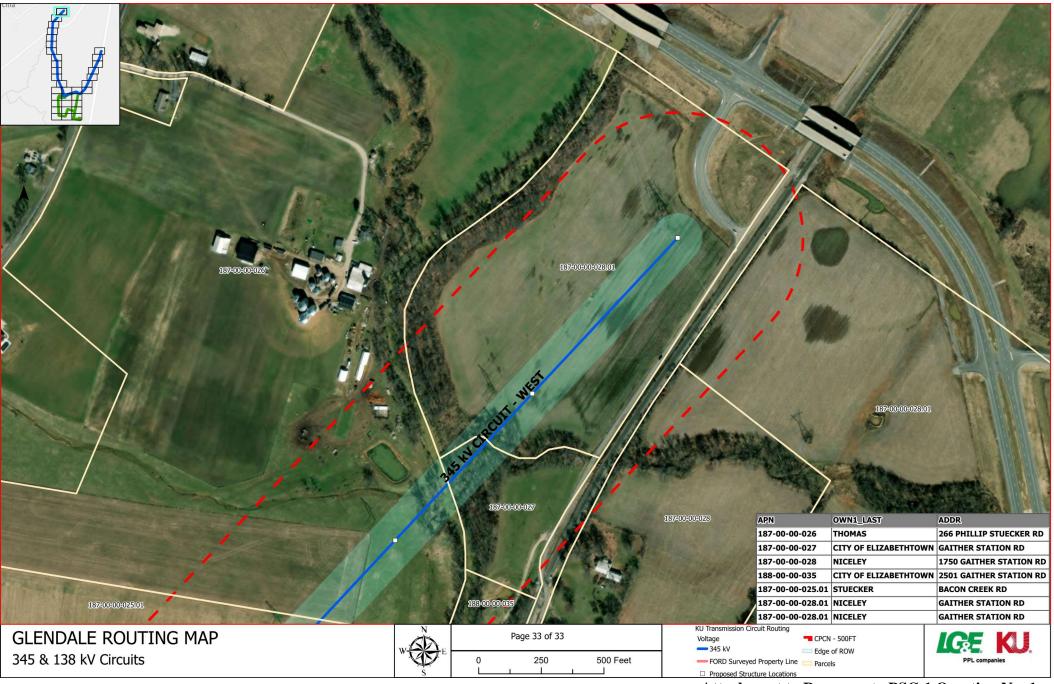
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APN	OWN1_LAST	ADDR	APN	OWN1_LAST	ADDR	APN	OWN1_LAST	ADDR
L87-00-00-026	THOMAS	266 PHILLIP STUECKER RD	188-00-00-038	WALTERS	314 RONNIE MORRIS RD	189-00-00-018.05	BEAVERS	NEW GLENDALE RD
224-00-00-001	BERRY	S DIXIE HWY	188-00-00-036.02	THOMAS	CURTIS SOUTH RD	223-00-04-009	SCHAFER	541 W RHUDES CREEK RD
24-00-00-030	BERRY	S DIXIE HWY	188-00-00-036	KERR	245 CURTIS SOUTH RD	223-00-04-002	MARSHALL	593 W RHUDES CREEK RD
90-30-00-013.02	HARDIN COUNTY WATER DISTRICT NO 2	NEW GLENDALE RD	188-00-00-036.03	KERR	CURTIS SOUTH RD	189-00-00-005	WADE	229 BOB WADE RD
91-00-00-003	LOT 20A & 20B GILEAD CHURCH RD GLENDALE	2125 GILEAD CHURCH RD	189-00-00-005.01	WADE FAMILY FARM MANAGEMENT LLC	BOB WADE RD	187-00-00-028.01	NICELEY	GAITHER STATION RD
90-30-00-012	NUTRIEN AG SOLUTIONS INC	NEW GLENDALE RD	189-00-00-009.02	WHEELER	NEW GLENDALE RD	207-00-00-010	BROWN	GLENDALE HODGENVILLE RD W
91-00-00-004	соисн	2010 GILEAD CHURCH RD	189-00-00-009.03	WHEELER	NEW GLENDALE RD	191-00-00-004.02	BROWN	1141 GILEAD CHURCH RD
91-00-00-005	LUCAS	1908 GILEAD CHURCH RD	189-00-00-009	WHEELER	5929 NEW GLENDALE RD	208-00-00-004.01	BROWN	1141 GILEAD CHURCH RD
91-00-00-006	VAUGHN	1838 GILEAD CHURCH RD	189-00-00-009.04	WHEELER	NEW GLENDALE RD	208-00-00-004	HAGAN	933 GILEAD CHURCH RD
91-00-00-013	HORTON	1700 GILEAD CHURCH RD	189-00-00-009.05	WHEELER	NEW GLENDALE RD	207-00-00-030	HAGAN	1055 GLENDALE HODGENVILLE RD
91-00-00-007	GONZALEZ	1678 GILEAD CHURCH RD	189-00-00-009.09	WHEELER	GAITHER STATION RD	206-00-00-033	KAPLAN	MUD SPLASH RD
91-00-00-003	LOT 20A & 20B GILEAD CHURCH RD GLENDALE	2125 GILEAD CHURCH RD	189-00-00-009.08	WHEELER	GAITHER STATION RD	207-00-00-059	CLYDE	199 GLENWOOD DR
190-30-00-020	BROWN	GLENDALE HODGENVILLE RD W	189-00-00-018.04	PRIDDY	NEW GLENDALE RD	207-00-00-059.01	MASCHINO	221 GLENWOOD DR
90-30-00-013	SEGO	E RAILROAD AVE	189-00-00-018.06	SCOTT	6098 NEW GLENDALE RD	190-00-02-007	SANDERS	126 SHIPP LN
190-30-00-013	SEGO	E RAILROAD AVE	189-00-00-018.03	PRIDDY	6198 NEW GLENDALE RD	207-00-00-018	HARDIN COUNTY KY	JAGGERS RD
190-30-00-020.02	HOWLETT	452 E MAIN ST	207-00-0B-001	BROWN	GLENWOOD DR	206-00-00-037	KAPLAN	MUD SPLASH RD
190-30-00-020.01	BENNIES BARN LLC	434 E MAIN ST	207-00-0A-013	WATTANAKONE	ROBEY DR	206-00-00-036	HALL	MUD SPLASH RD
90-30-00-019	WEST POINT BANK	436 E MAIN ST	191-00-00-003	LOT 20A & 20B GILEAD CHURCH RD GLENDALE	2125 GILEAD CHURCH RD	206-00-00-032	BAUMGARDNER	1428 MUD SPLASH RD
90-30-00-030	COX	441 E MAIN ST	190-00-00-022	HORNBACK	293 HIGH ST	207-00-00-033	KERR	801 GLENDALE HODGENVILLE RD W
190-30-00-037	ASH	244 JAGGERS RD	190-00-00-019	HILL	7436 NEW GLENDALE RD	206-00-00-037.01	BUCKLES	MUD SPLASH RD
190-30-00-026	YOUNG	459 E MAIN ST	190-00-00-023	WOOD	389 HIGH ST	206-00-00-041	BUCKLES	MUD SPLASH RD
189-00-00-007	WALDEN	4510 GAITHER STATION RD	207-00-00-056	BEST	GLENDALE HODGENVILLE RD W	206-00-00-047.01	BERRY	MUD SPLASH RD
89-00-00-005.01	WADE FAMILY FARM MANAGEMENT LLC	BOB WADE RD	207-00-00-058	THOMAS	GLENDALE HODGENVILLE RD W	207-00-00-028.02	ELLIOTT	1175 GLENDALE HODGENVILLE RD
208-00-00-009	ASH	911 GILEAD CHURCH RD	207-00-00-057	BROWN	986 GLENDALE HODGENVILLE RD W	207-00-00-028.01	MACKEY	1209 GLENDALE HODGENVILLE RD
208-00-00-002	HOWLETT	1408 GILEAD CHURCH RD	207-00-00-046	BEST	982 GLENDALE HODGENVILLE RD W	207-00-00-010	BROWN	GLENDALE HODGENVILLE RD W
208-00-00-001	HOWLETT	1663 JAGGERS RD	188-00-00-016.01	EARLES	1970 BACON CREEK RD	206-00-00-045	GOODIN	466 MUD SPLASH RD
L90-00-00-029	MATHER	137 SHIPP LN	207-00-0A-012	PRIDDY	215 ROBEY DR	206-00-00-047.03	JONES	188 MUD SPLASH RD
190-00-00-032	JAGGERS	437 JAGGERS RD	207-00-0A-011	PRIDDY	215 ROBEY DR	207-00-00-028	PRIDDY	GLENDALE HODGENVILLE RD W
L90-00-00-034	HUTCHISON	466 JAGGERS RD	207-00-0A-009	PRIDDY	181 ROBEY DR	207-00-032	ASHE	883 GLENDALE HODGENVILLE RD W
L89-00-01-001	WALKER	21 OXMOOR DR	207-00-0A-008	PRIDDY	ROBEY DR	207-00-00-031	MACKEY	965 GLENDALE HODGENVILLE RD W
89-00-01-002	HOBBS	81 OXMOOR DR	207-00-0A-007	PRIDDY	ROBEY DR	189-00-00-004.01	CRAIN	CRUMP LN
88-00-00-034	HALL	GAITHER STATION RD	207-00-0A-006	GOODMAN	121 ROBEY DR	207-00-00-018	HARDIN COUNTY KY	JAGGERS RD
188-00-00-033	MILES	GAITHER STATION RD	207-00-0A-005	CURTSINGER	101 ROBEY DR	207-00-00-048	BRANSFORD	1014 GLENDALE HODGENVILLE RD
188-00-00-035	CITY OF ELIZABETHTOWN	2501 GAITHER STATION RD	207-00-0A-004	SCOTT	75 ROBEY DR	187-00-00-028.01	NICELEY	GAITHER STATION RD
L87-00-00-027	CITY OF ELIZABETHTOWN	GAITHER STATION RD	189-00-00-005.01	WADE FAMILY FARM MANAGEMENT LLC	BOB WADE RD	207-00-00-032.01	COMMONWEALTH OF KENTUCKY	GLENDALE HODG RD E
L87-00-00-028	NICELEY	1750 GAITHER STATION RD	223-00-04-003	BERRY	W RHUDES CREEK RD	207-00-00-032.02	ASHE	GLENDALE HODG RD W
88-00-00-035	CITY OF ELIZABETHTOWN	2501 GAITHER STATION RD	207-00-00-047	GLOVER	992 GLENDALE HODGENVILLE RD W	164-00-00-001	PERRY	2463 RINEYVILLE BIG SPRINGS RD
87-00-00-023	STUECKER FAMILY TRUST	1832 BACON CREEK RD	207-00-0B-033	GOODMAN	131 GLENWOOD DR	181-20-02-003	WHEELER	101 AMY AVE
187-00-00-025.03	STUECKER	BACON CREEK RD	207-00-0B-003	FERGUSON	97 GLENWOOD DR	143-00-01-007.01	SYLVESTER	RINEYVILLE BIG SPRINGS RD
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187-00-00-025	STUECKER	441 NICHOLAS STUECKER RD	189-00-01-028	JONES	20 OXMOOR DR	140-20-02-043	GB LLC	606 CENTRAL AVE
187-00-00-025.01	STUECKER	BACON CREEK RD	189-00-01-027	BEGGS	84 OXMOOR DR	201-30-01-075	BURNETT	1801 SPARROW CT

GLENDALE ROUTING MAP 345 & 138 kV Circuits

COMPLETE LIST OF ADJACENT PROPERTY OWNERS



# KENTUCKY UTILITIES COMPANY

# Response to Commission Staff's First Request for Information Dated April 1, 2022

# Case No. 2022-00066

# **Question No. 2**

# **Responding Witness: Elizabeth J. McFarland**

- Q-2. Provide any contracts with SK Innovations or Ford related to expense reimbursement for project expenses.
- A-2. See attached.

Attachment 1 to Response to PSC-1 Question No. 2

**Eileen L. Saunders** Vice President Customer Services O 502-627-2431 | M 502-693-9231 Eileen.Saunders@lge-ku.com



George Andraos Director, Technology and Energy Ford Motor Company 17000 Rotunda Dr, 1st Floor South Dearborn, MI 48120

March 30, 2022

# BlueOval SK Battery Park/Glendale Megasite – Agreement Regarding Long Lead Time Procurement by LG&E and KU

Dear Mr. Andraos:

Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") deliver this letter agreement (this "Agreement") to Ford Motor Company ("Ford") in connection with ongoing discussions regarding preparations necessary to allow KU to provide electric service and to allow LG&E to provide gas service to the BlueOval SK Battery Park (the "Facility") Ford plans to develop at a location in Hardin County, Kentucky known as the Glendale Megasite (the "Site"). Ford has requested that LG&E and KU attempt to mitigate the risk of delays in establishing gas and electric service by procuring necessary real estate, goods and services in the immediate future. Specifically, Ford has requested that LG&E and KU install, test and commission equipment and infrastructure necessary to provide service to each facility based on the following schedule:

- a. Phase 1: 08/01/2023 90MW, 24.7kV, non-redundant, available at the (4) feeder breakers for Battery Plant 1
- b. Phase 2: 12/01/2023 160MW, 24.7kV, non-redundant, available at the (4) feeder breakers for Battery Plant 1 and Battery Plant 2
- c. Phase 3: 06/01/2024 Entire utility supply system completed down to the point of demarcation
- d. 06/01/2023 Gas on Fully constructed pipeline with metering and regulating station to site

While LG&E and KU are not in a position to make contractually binding commitments to achieve that schedule, the companies are already taking action in an effort to achieve it. These actions include LG&E and KU making, and continuing to make, significant investments, and we need to protect against the possibility that changes to plans for the

Facility could result in some of those investments becoming no longer used or useful. Ford requires assurance that all amounts spent to provide service to the Facility are reasonable and necessary and that LG&E and KU will mitigate their cost exposure if required due to changes to the schedule or plans for the Facility. Each of LG&E and KU is willing to make early financial commitments to procure necessary goods and services, subject to Ford's agreement to provide reimbursement to LG&E and KU in the event of changes to plans for the Facility. LG&E and KU offer the following terms.

1. LG&E will proceed with procurement of goods and services necessary to construct a natural gas line to the Facility. KU will proceed with procurement of goods and services necessary to provide electric service to the Facility using two new electric transmission lines to the Site and other new transmission and distribution facilities, including, without limitation, transformers, steel poles, steel tower components, conductor, optical ground wire, breakers, and engineering and surveying services. LG&E and KU assure Ford that such procurement shall be reasonable and necessary to provide service to the Facility. KU anticipates filing an application for a Certificate of Public Convenience and Necessity for the construction of transmission lines and related transmission facilities with the Kentucky Public Service Commission ("Commission") on or about March 31, 2022.

- 2. As consideration for LG&E and KU taking the actions described in Paragraph  $\theta$  with the objective of meeting the schedule outlined on page 1 herein, and in the absence of a final plan for the Facility and before contracts for electric and gas service can be entered into, Ford agrees to reimbursement obligations as follows.
  - a. Reimbursement from Ford to KU under this Agreement shall, unless and until the parties mutually and expressly agree in writing to amend this Agreement to provide for a different limitation on reimbursement, be limited as follows:
    - i. aggregate reimbursement under obligations triggered on or before December 31, 2022 shall not exceed \$30,000,000; and
    - ii. aggregate reimbursement under obligations triggered at any time (whether before, on or after December 31, 2022) shall not exceed \$53,000,000.
  - b. Ford's reimbursement obligations to LG&E will be triggered in the event of a modification of schedule or plans for the Facility, including, without limitation, any reduction in size, rearrangement of layout, or changed gas connected load or demand, such that some or all of the goods and services procured by LG&E for construction of a natural gas line or related interconnect or

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meter/regulation facilities to the Site are, following such modification of schedule or plans, no longer usable and necessary for the provision of gas service to the Facility; provided, that Ford's reimbursement obligations triggered by a particular modification of schedule or plans shall extend only to such goods and services that are no longer usable and necessary as a result of such modification of schedule or plans.

- c. Ford's reimbursement obligations to KU will be triggered in the event of modification of schedule or plans for the Facility, including, without limitation, any reduction in size, rearrangement of layout, or changed electric load, such that some or all of the goods and services procured by KU for the purpose of providing electric service to the Site are, following such modification of schedule or plans, no longer usable and necessary for such purpose; provided, that Ford's reimbursement obligations triggered by a particular modification of schedule or plans shall extend only to such goods and services that are no longer usable and necessary as a result of such modification of schedule or plans.
- d. Ford's reimbursement obligations to both LG&E and KU, as described below, will be triggered in the event (i) Ford provides written notice to LG&E and KU that the Facility will not be constructed; and/or (ii) Ford or an entity affiliated with Ford have not on or before July 1, 2022 commenced construction of the Facility.
- e. In the event Ford's reimbursement obligations to LG&E are triggered as described in subparagraph 2.b. or subparagraph 2.d., above, Ford shall reimburse LG&E for LG&E's actual cost of goods and services incurred by LG&E for construction of a natural gas line to the Site and which are as a result of the event triggering such obligations no longer usable and necessary for the provision of gas service to the Facility.
- f. In the event Ford's reimbursement obligations to KU are triggered as described in subparagraph 2.c. or subparagraph 2.d., above, Ford shall reimburse KU for KU's actual cost of goods and services incurred by KU for the purpose of providing electric service to the Site and which are as a result of the event triggering such obligations no longer usable and necessary for such purpose.
- g. In the event Ford's reimbursement obligations to either or both of LG&E and KU are triggered, LG&E and/or KU, as the case may be, will use reasonable

best efforts to mitigate the costs of goods and/or services subject to reimbursement by:

- seeking buyers for such goods and/or services as salvage or otherwise;
- ii. reusing or repurposing such goods and/or services for their internal utility operations; and
- iii. to the extent internal repurposing or efforts to seek buyers for goods and/or services are not successful, request from the Commission an order authorizing the utilities to record as a regulatory asset for later recovery the costs of all goods and/or services to which all three of the following apply: (i) such goods and/or services are held for future use for the provision of utility service to the Site for one or more future customers; (ii) a triggered reimbursement obligation applies to such goods and/or services; and (iii) such goods and/or services are not uniquely usable only by the Facility.

In the event the Commission authorizes, in whole or in part, a regulatory asset as described above, Ford's reimbursement obligation will be net of such regulatory asset authorization. In the event the Commission does not authorize such a regulatory asset with respect to particular costs or authorizes such regulatory asset with conditions that do not provide LG&E and/or KU, as the case may be, full recovery of such costs., Ford shall not be relieved of the commitments to reimburse LG&E or KU for such costs.

- h. Ford shall pay any reimbursement described above within 30 calendar days following delivery by LG&E or KU, as the case may be, to Ford of an invoice for such reimbursement; provided that Ford may delay payment of such an invoice until such time as the Commission has issued an order ruling on a regulatory asset request applicable to such reimbursement.
- 3. This Agreement pertains only to the goods and services referenced above and does not constitute an agreement regarding the supply of electric or gas service.
- 4. At the end of each calendar quarter until the termination of this Agreement, LG&E and KU will provide to Ford a schedule identifying: a) all costs incurred that are subject to reimbursement under this Agreement; b) a timeline of expected procurement or acquisition of the various goods and services necessary to provide electric and gas service to the Site; and c) projected costs to complete the work. Ford shall have reasonable audit rights regarding accuracy of expenditures subject

to reimbursement under this Agreement; provided, LG&E and KU may condition such rights on Ford's agreement to customary and reasonable written confidentiality agreements regarding pricing provided by suppliers of goods and services.

- 5. This Agreement shall terminate and be of no force or effect if and when all three of the following events have occurred: (a) Ford or an entity affiliated with Ford has entered into contracts for the provision of gas service by LG&E and provision of electric service by KU at transmission voltage, (b) such contracts have been approved, if applicable, by the Commission, and (c) Ford or an entity affiliated with Ford has begun to receive gas and electric service under such contracts. Any unmet reimbursement obligations shall survive such termination and be satisfied. For the avoidance of doubt, a contract for construction electric service at a distribution voltage is insufficient to cause termination of this Agreement under this Paragraph 5.
- 6. All notices under this Agreement shall be delivered to the recipient informally electronically via email and formally by nationally recognized overnight courier at the recipient's address set forth above. Either party may change its notice address by delivering notice of such change to the other party. Notice will be considered given when received by nationally recognized overnight courier at the recipient's address set forth above.
- 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws principles of such state. The terms and provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties with respect to such subject matter. The failure of a party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect. This Agreement may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by all parties hereto. This Agreement, as it may be amended from time to time, shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, legal representatives, and assigns.

If the terms of this Agreement are acceptable to Ford, please signify Ford's acceptance of the terms by having an authorized representative of Ford sign a copy of this Agreement where indicated below and return such copy to my attention. Upon acceptance by Ford, this Agreement shall be binding on LG&E and KU. If this Agreement is not so signed and returned to my attention before March 31, 2022, LG&E and KU may withdraw this Agreement by providing written notice to Ford.

Sincerely,

DocuSigned by: 25A3DA3EEAC54A6

Eileen L. Saunders

AGREED TO:

Ford Motor Company

By: Gorge Indrass F172A3D033A7422... Title: Director, Technology and Energy Mar-31-2022 Date:



KUCES082614	Account Number	New
CONTRACT FO	R ELECTRIC SE	RVICE
This contract made and entered into this 11 and between Kentucky Utilities Company ("Co Ford Motor Company	· · /	, <u>2022</u> by Customer").
WITNESSETH:		
Beginning at the cut-in date	, or as soon there	eafter as connection is made,
Company will sell and deliver to Customer at	Glendale, KY	
all Customer's electric capacity and energy rec	uirements defined as	3 phase, 60 cycle,
alternating current, nominal voltage at the point	t of delivery of $7,20$	0/12 470V volts.
metered and billed as Primary Secondary, Primary, Transn	service.	<u>M</u>
Customer requires an estimated Contract Capac	ity of See Comments	kVA or kW, as is appropriate.
Each month Customer will pay to Company for	all capacity provided and e	energy delivered to Customer in
the preceding billing period an amount determine		
TODP (See Exhibit A)	Rate Schedule and, as ma	y be appropriate, the
	Rider, contract attached i	
	Rider, contract attached i	•
	Rider, contract attached i	· ·
	-	-

# **COMMENTS:**

Customer's estimated contract capacity shall be 250 kVA or kW, as is appropriate, at the effective date of this contract, but shall be adjusted on each of the adjustment dates listed below to the corresponding capacity level and shall remain at that level until the next listed adjustment date.

Adjustment Date	Adjusted Capacity Level
Feb 2022 bill date	1,500 kVA
May 2022 bill date	4,000 kVA
Nov 2022 bill date	6,000 kVA
Feb 2023 bill date	8,000 kVA
May 2023 bill date	14,000 kVA
Aug 2023 bill date	20,000 kVA

This contract shall take effect on the stated effective date and remain in effect until one year following the latest adjustment date set forth above. Thereafter, this contract will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon either party giving written notice of termination to the other party at least 90 days prior to termination date.

-DS T.)

KUCES082614

Original contract for temporary service during construction.

Refundable deposit of \$1,250,000 will be split into equal monthly payments on the first 12 bills.	1
Exhibit A is subject to change from time to time with KPSC approval.	

TARIFF PROVISIONS: It is mutually agreed that Company's terms and conditions and applicable rate schedule, as from time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and year shown above.

KENTUCKY UTILITIES COMPANY

DocuSianed by:

John Benington By FF6AEC31AED45

Director, Business and Economic Development

Official Capacity

Attest

FORD MOTOR COMPANY

-DocuSigned by: George Andraos By

F172A3D033A7422. Director, Energy

DocuSigned by: Official Capacity Attest

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DS Mk



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P.S.C. No. 20, Second Revision of Original Sheet No. 22 Canceling P.S.C. No. 20, First Revision of Original Sheet No. 22

TODP

#### **Time-of-Day Primary Service**

#### APPLICABLE

Standard Rate

In all territory served.

#### AVAILABILITY

Available for primary service to Customers whose twelve (12) month-average monthly minimum demands exceed 250 kVA, and whose new or additional load receives any required approval of Company's transmission operator.

#### RATE

Basic Service Charge per day:	\$10.77
Plus an Energy Charge per kWh:	\$0.02516
Plus a Maximum Load Charge per kVA: Peak Demand Period: Intermediate Demand Period: Base Demand Period:	\$9.20 \$7.38 \$2.79

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- 1. the maximum measured load in the current billing period, or
- 2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- 1. the maximum measured load in the current billing period but not less than 250 kVA, or
- 2. the highest measured load in the preceding eleven (11) monthly billing periods, or
- 3. the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No.91

DATE OF ISSUE: December 17, 2021

- DATE EFFECTIVE: With Service Rendered On and After December 6, 2021
- ISSUED BY: /s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2020-00349 dated December 6, 2021 and amended on December 8, 2021

## P.S.C. No. 20, Original Sheet No. 22.1

## **Standard Rate**

#### TODP Time-of-Day Primary Service

#### DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to the Customer during the 15-minute period of maximum use during the appropriate rating period each month.

Customers who own and operate onsite generation of one (1) MW or larger that is not for emergency backup will be provided a 60-minute exemption from measuring load for billing purposes following a Company-system fault, but not a Company energy spike, a fault on a Customer's system, or other causes or events that result in the Customer's generation coming offline. The 60-minute exemption will begin after Company's SCADA system indicates service has been restored.

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
l other months of Oct	ober continuously thr	nuah Anril	

All other months of October continuously through April

	Base	<u>Intermediate</u>	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

Beginning July 1, 2021, Time-of-Day Primary Service Customers in good standing by not having N been assessed a Late Payment Charge for the previous eleven (11) months will automatically N have one (1) late payment charge waived. This provision is only available once every 12 months N as long as the Customer remains in good standing. N

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DATE OF ISSUE: July 20, 2021

- DATE EFFECTIVE: With Service Rendered On and After July 1, 2021
- ISSUED BY: /s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2020-00349 dated June 30, 2021

#### P.S.C. No. 20, Original Sheet No. 22.2

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## **Standard Rate**

#### TODP **Time-of-Day Primary Service**

## **TERM OF CONTRACT**

Т Service will be furnished under this schedule only under contract for a fixed term of not less than Т one (1) year, and for yearly periods thereafter until terminated by either party giving written notice Т to the other party ninety (90) days prior to termination. Company, however, may require a longer Т fixed term of contract and termination notice because of conditions associated with the т Customer's requirements for service. Т

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: July 20, 2021

DATE EFFECTIVE: With Service Rendered On and After July 1, 2021

**ISSUED BY:** /s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2020-00349 dated June 30, 2021