

PROVISIONAL INTERCONNECTION SERVICE SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 2024 by and between Kentucky Municipal Energy Agency, a corporation organized and existing under the laws of the State of Kentucky, ("Interconnection Customer,"), Louisville Gas and Electric Company/Kentucky Utilities Company ("LG&E/KU"), corporations organized and existing under the laws of the State of Kentucky ("Transmission Owner"), and TranServ International, Inc., ("TranServ") a corporation organized and existing under the laws of the State of Delaware, ("ITO"). Interconnection Customer and ITO each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility consistent with the Provisional Interconnection Service (PRIS) Request submitted by Interconnection Customer dated 08/12/2024; and

WHEREAS, Interconnection Customer desires to provisionally interconnect the Large Generating Facility with the Transmission Owner's Transmission System;

WHEREAS, Interconnection Customer has requested ITO to perform a PRIS System Impact Study (SIS) to assess the impact of provisionally interconnecting the Large Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 Interconnection Customer elects and ITO shall cause to be performed a PRIS SIS consistent with the LGIP in accordance with the Tariff.
- 2.0 The scope of the PRIS SIS shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 3.0 The PRIS SIS will be based upon the technical information provided by Interconnection Customer in the PRIS Request. ITO reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the PRIS SIS. If Interconnection

TranServ International, Inc.

7901 Computer Avenue
Bloomington, MN 55435
Phone: 763.205.7080

Customer modifies its designated Point of Interconnection, PRIS Request, or the technical information provided therein is modified, the time to complete the PRIS SIS may be extended.

4.0 The PRIS SIS report shall provide the following information:

- Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- Identification of any thermal overload or voltage limit violations resulting /from the interconnection;
- Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- Maximum capacity of provisional interconnection service that can be provided without any addition of new network upgrades; and
- A description of and non-binding, good faith estimated cost for interconnection facilities required to provisionally interconnect the Large Generating Facility to the Transmission System if any.

5.0 Interconnection Customer shall provide a deposit of **\$50,000** for the performance of the PRIS SIS. ITO's good faith estimate for the time of completion of the PRIS SIS is 90 days from execution of this study agreement. Upon receipt of the PRIS SIS report, ITO shall charge and Interconnection Customer shall pay the actual costs of the PRIS SIS. Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

6.0 MISCELLANEOUS

6.1. OWNERSHIP OF RESULTS

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of ITO and Transmission Owner. All studies, computer input and output data, planning, and material that forms the basis for determining the constraints on a project shall remain in the possession of ITO and Transmission Owner, provided that copies of all supporting documentation, work papers, and Pre-Interconnection Request or Post-Interconnection Request power flow, short circuit, and stability databases for the PRIS SIS shall be made available upon request to Customer at Customer's expense, subject to confidentiality arrangements and provided ITO has received Customer's payment in full for the PRIS SIS in accordance with this Agreement.

6.2. NONDISCLOSURE OF INFORMATION

Each Party shall consider all information provided by another Party, and all supporting work papers resulting from performance of this PRIS SIS, to be proprietary unless such information is available from public sources. No Party shall publish or disclose proprietary information of another Party for any purpose without the prior written consent of that Party, provided, however, that another Party may disclose proprietary information to a federal or state regulatory body conducting an investigation, as may be required under the Transmission Owner's OATT, or as required by an applicable FERC Order. Information provided under this Agreement is provided on an "AS-IS" basis.

6.3. NOTICES

All notices hereunder shall be written and shall be delivered to the parties at the following addresses:

If to TranServ International, Inc.:

7901 Computer Avenue
Bloomington, MN 55435
Attention: General Counsel

If to Transmission Owner:

LG&E/KU
220 W. Main Street
Louisville, KY 40202
Attention: Manager, Transmission Policy & Tariffs

If to Customer:

Kentucky Municipal Energy Agency
1700 Eastpoint Parkway, Suite 220
Louisville, KY 40223
Attention: Mr. Doug Buresh

6.4. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Kentucky, except with regard to its choice of law provisions.

6.5. INDEMNITY

Each Party shall at all times indemnify, defend, and save any other Party harmless from,

any and all damages, losses, claims, including claims and actions relating to death of any person (including employees) or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from a Party's performance of its obligations under this Agreement, except in the cases of gross negligence or intentional wrongdoing by the Party who would have been indemnified. It shall be a condition to a Party's obligation to indemnify pursuant to this Section that it be given written notice of the obligation and in the case of claims demands or suits, an opportunity to defend, and the right to approve any settlement.

6.6. FORCE MAJEURE

Interconnection Customer, TO, and ITO shall not be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond the control of that respective Party. Such causes shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond the respective Party's reasonable control. Provided, however, that this provision shall not preclude the respective Party from canceling or terminating this Agreement or any portion thereof regardless of any 'force majeure' event occurring to ITO or Transmission Owner, if ITO's or Transmission Owner's performance hereunder will be delayed thereby for a period in excess of sixty (60) days.

6.7. SEVERABILITY

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

6.8. ASSIGNMENT

Transmission Owner or ITO may assign all or part of its obligations under this Agreement to an entity authorized by the FERC to perform generation interconnection studies on behalf of Transmission Owner without further consent of the Customer.

6.9. AMENDMENT

This Agreement may be amended or modified only in a writing signed by all Parties.

6.10. VALIDITY AND EFFECT

This Agreement shall become effective and is conditioned upon the following two events:

- Termination of any prior PRIS SIS Agreement between Customer and Transmission Owner relating to the particular PRIS Request which is the subject of this Agreement, and
- Payment to ITO of the deposit for this study in the amount of **\$50,000 (USD)**.

6.11. EXECUTION PROCESS

This Agreement shall be executed in triplicate by the Parties hereto: ITO, Customer, and Transmission Owner. Following execution by Customer, Customer shall submit the deposit.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

APPROVED BY:

**Louisville Gas & Electric Company /
Kentucky Utilities Services Company
[Transmission Owner]**

By: _____

Name: _____

Title: _____

Date: _____

**Kentucky Municipal Energy Agency
[Customer]**

By: 

Name: Doug Buresh

Title: President & CEO

Date: 9/9/2024

TranServ International, Inc.

By: 

Name: Sasan Mokhtari

Title: CEO

Date: 09/05/2024

**Attachment A to Appendix 3
Interconnection System Impact
Study Agreement**

**ASSUMPTIONS IN CONDUCTING THE
PRIS SIS
Project: LGE-GIS-2024-002**

The PRIS SIS will be based upon the following assumptions:

- Generator located in Hopkins County with a net winter and summer capacity of 75 MW at POI (Four Wartsila reciprocating internal combustion engines fueled by natural gas)
- Point of Interconnection: 2MADSNV LP W to 2 EARLINGTON N 69 kV line
- The study will be performed as NRIS as requested
- The study will consider the project in-service date of 04/01/2027

[Above assumptions to be confirmed by the Interconnection Customer and other assumptions to be provided by the Interconnection Customer and the ITO].