Account Number 3500-0441-2119

## CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this 20th day of and between Kentucky Utilities Company ("Company") and	May , 2020 by
Manchester Tank and Equipment Co	("Customer").
Company will sell and deliver to Customer at all Customer's electric capacity and energy requirements defined	
alternating current, nominal voltage at the point of delivery of	12,470 volts,
metered and billed as primary service.  Secondary, Primary, Transmission	
Customer requires an estimated Contract Capacity of 3,850	0 kVA or kW, as is appropriate.
	vith the d, as may be appropriate, the
	tached if required, and the
	tached if required, and the
Rider, contract at	tached if required.
Comments: Original Contract. A \$192,500.00 security deposit is deposit may be cash, Irrevocable Bank Letter of Credit or Surety B attached to and made part of this contract. Economic Development part of this contract. Initial contract capacity shall be 353.4 kVA in TARIFF PROVISIONS: It is mutually agreed that Company's teschedule, as from time to time approved by and on file with the Pulare made a part of this contract as fully as if written here.  IN WITNESS WHEREOF, the parties hereto have caused this contract.	Fond. Excess Facilities Rider (EF) is t Rider (EDR) is attached to and made increasing to 3,850 kVA on 11/20/2020.  The service Commission of Kentucky,
authorized representatives the day and year shown above.	
KENTUCKY UTILITIES COMPANY  Manci	nester Tank and Equipment Co
By Chul By	KENTUCKY PUBLIC SERVICE COMMISSION
Account Manager  Official Capacity  Account Manager  Official Capacity  Account Manager	Kent A. Shandler Official Canacity  Official Canacity
	EFFECTIVE <b>8/30/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## SUPPLEMENTAL CONTRACT EXCESS FACILITIES RIDER

This supplemental contract for Excess Facilities Rider service ("EF Contract") is made and entered into
this 20th day of May , 20 20 , by and between Manchester Tank and
Equipment Co ("Customer") and Kentucky Utilities Company
("Company").
WITNESSETH:
WHEREAS, Company is in the business of providing electric service in the Commonwealth of
Kentucky;
WHEREAS, Customer owns and operates a Manufacturing ("Facility") located
in and about 901 New Columbia Rd Campbellsville, KY 42718 ; and
WHEREAS, Company is providing electric service to Customer under the terms, conditions, and pricing contained in standard rate schedule TODP pursuant to a Contract for Electric Service dated May 20, 2020; and  WHEREAS, Customer desires to have available to it certain service facilities which are in excess of the standard facilities that would normally be provided by Company.
NOW, THEREFORE, in consideration of the mutual agreements made herein, the parties agree as follows:
Company's rates, terms and conditions for the provision of electric service to Customer, and Customer's obligations, rights and responsibilities to Company for the supply of electric service are specified in and determined by applicable schedules, terms and conditions of service set forth in Company's tariffs on file with and approved by the Kentucky Public Service Commission ("PSC"), and by the terms of the Contract for Electric Service. Company's Rates, Terms and Conditions for furnishing electric service, as filed with and approved by the PSC, both in effect now and in the future, are incorporated by reference and made a part of this EF Contract as if fully set forth herein.
This EF Contract is supplemental to, and by agreement made a part of, the Contract for Electric Service
for the purpose of governing the provision of excess facilities ("EF") service to Custom <b>KENTUCKY</b> PUBLIC SERVICE COMMISSION
Company agrees to furnish, and Customer agrees to take, EF service pursuant to the <b>Kent</b> Archandletons of Acting Executive Director modified in the fitture and approved by the PSC.  EFFECTIVE  8/30/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

The initial term of this EF contract shall be Figure automatically extend beyond such initial term Customer's desire to no longer take service und Company at least one month in advance of disco	n until such time as Company has der Standard Rider EF, which notice	received notice of shall be provided to		
Company reserves the right, at its sole option, to that exceeds \$100,000.00; or (b) where Compan maintain the facilities; or (c) where the facilities where the facilities are likely to become obsolete	ly does not have sufficient expertise to les do not meet Company's safety r	o install, operate, or equirements; or (d)		
Company may terminate this EF Contract at any time for Customer's failure to comply with the terms and conditions of Standard Rider EF or this EF Contract. Such termination will only effect the application of, and Customer's service under, the Standard Rider EF and this EF Contract, and shall not affect the application of, or Customer's service under, the Contract for Electric Service.				
Pursuant to the terms of Rider EF and effective Payment for service under EF in the form of: (che		Customer elects		
A one-time payment of	plus a Monthly Charge of			
Or,				
X A Monthly Charge of \$912.85	based on an installed cost of	\$78,694.00		

A list of the leased facilities and additional information is included as "Attachment A and B" hereto and made a part of this EF Contract. The EF charges shall be incorporated with the bill for electric service issued pursuant to the Contract for Electric Service and will be subject to the same payment provisions as the Contract for Electric Service. Should the facilities provided under this Excess Facilities Rider suffer failure, the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge from a revision to the installed cost will be made during the initial five (5) year term of contract.

Company shall maintain all operational control of the leased facilities, and Customer shall cooperate as requested by Company from time to time in Company's efforts to maintain and operate the leased facilities in a commercially reasonable manner.

Customer shall indemnify, defend, and hold Company harmless from any costs, expenses, or other losses associated with damage to the Facilities due to the negligence or willful misconduct of Customer or its agents, to the extent allowed by law. In no event shall Company be fiable to Customer under this agreement, in tort, or otherwise, for any consequential, incidental, special, publiced extracts controlled of without limitation any losses of revenue, whether or not Company had been advised entitle constitute of

such damages. This waiver of damages shall apply notwithstanding the theory, Abting Executive Ditector, statutory, or otherwise, in which Customer's claim might be pursued.

**EFFECTIVE** 

8/30/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

All notices and other communications hereunder shall be in writing and shall be delivered by prepaid first class registered or certified mail, return receipt requested, addressed as follows:

If to Company

If to Customer

Kentucky Utilities Company

Manchester Tank and Equipment Co

220 West Main Street

901 New Columbia Rd

Louisville Kentucky 40202

Campbellsville, KY 42718

Attn: Billing Integrity

Attn: Henry Jarboe

Each party shall have the right to designate a different address for notices to it by notice similarly given.

This EF Contract shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. However, no assignment of any rights, duties or obligations hereunder by Customer shall have any effect whatsoever unless approved in writing by Company in advance of such assignment. Nothing herein shall be construed to confer a benefit on any person not a signatory hereto or the successor to a signatory hereto.

All disputes arising between Customer and Company hereunder shall be finally decided by the PSC in accordance with its applicable rules and procedures.

This EF Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be executed by their duly authorized officers or representatives this 20th day of May , 20 20

Manchester Tank and Equipment Co

By:

GENERAL MCR

\_

Account Manager

Kentucky Utilities Company

Title

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler Acting Executive Director

EFFECTIVE

8/30/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kelling Williams		REMOVE XXXXX	MSTALL-XXXXX
1) PARADON AND AND THE PRESENT	2-2 ACSR  A SCADO  A		
	Attachment A	KENTUCKY PUBLIC SERVICE COMMISSION	7 (2)
		KENTUCKY PUBLIC SERVICE COMMISSION  Kent A. Chandler Acting Executive Director	A TOTAL PARTY WENT OF
	TER TANK PRIMARY MANUEL MADE ON CHAPTY 12	EFFECTIVE  8/30/2020  PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

WR#: 6612890

Design Revision #:

1

Report Run

Company:

KU

**Local District:** 

CAMCC

5/20/2020 12:16:23 PM

Project:

CNBCD2160

WR Type: NBCDOHD

Job Address:

901 NEW COLUMBIA RD

Comments:

CAMPBELLSVILLE

**Estimate Details:** 

Labor:

**Direct Hours:** 

130

Cost:

5,425.00

**Contract Hours:** 

0

Cost:

0.00

Material:

**Material Cost:** 

6,648.00

Scrap and Salvage Credit:

(4.00)

Other:

Vouchers:

0.00

AFUDC:

0.00

Overhead:

8,736.00

Total Costs (excluding previously capitalized costs):

20,804.00

**Previously Capitalized Costs:** 

Material:

Material Cost:

59,642.00

Scrap and Salvage Credit:

0.00

**Total Previously Capitalized Costs:** 

59,642.00

**Job Cost Estimate Total** 

(excluding previously capitalized material costs).....

20,804.00

GRAND TOTAL.....

78,694.00

**Customer Contributions:** 

0.00 731

Cost per Unit:

**Linear Distance:** 

106.81

**Total Customer Extension Costs** 

(excluding previously capitalized material costs only).....

20,804.00

**KENTUCKY**PUBLIC SERVICE COMMISSION

Kent A. Chandler

Acting Executive Director

EFFECTIVE

8/30/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Attachment B

## SPECIAL CONTRACT ECONOMIC DEVELOPMENT RIDER

This special contract for	Economic Develops	ment Rider serv	rice ("EDR	Contract") is made and
entered into this	day of	,	2020 , b	y and between Kentucky
Utilities Company ("Con	npany") and Ma	nchester Tank a	nd Equipm	ent Co ("Customer").
		*****		
		Witnesseth:		
WHEREAS, Company	is in the business of	f providing reta	il electric s	ervice in the Commonwealth of
Kentucky;				
WHEREAS, Customer	has annlied for and/o	r is receiving re	tail electric	service from Company
pursuant to a Contract fo		_		3500-0441-2119
in accordance with the pr				Primary (TODP) .
5:			_	its on the basis that Customer's
		ad") meets the	requiremen	nts outlined in Appendix A for:
(check appropriate space				
Brown	nfield Development l	oad of		kVA
X Econo	omic Development ne	w load of	3,850	kVA
Econo	omic Development ne	w load of		kVA above an Existing
Base I	Load as defined in the	e aforementione	ed Appendix	х A.
T		11.1		171.6
	_	_		ne bill for electric service issued same payment provisions as the
Contract for Electric Services		and will be suc	Ject to the	same payment provisions as the
	in consideration of	the mutual agr	eements ma	ade herein, the parties agree as
follows:				
Company's rates terms	and conditions for th	e provision of e	lectric servi	ice to Customer, and Customer's
1 .		*		ectric service, are as specified in
and determined by the s	standard rate schedu	le specified abo	ove and oth	ner applicken terms,
conditions of service set	forth in Company's	tariffs on file	with <mark>and a</mark> p	PUBLIC SERVICE COMMISSION  proved by the Kentucky Public  Kent & Chandler
Service Commission ("PS				
Terms and Conditions for both now and in the futur	_		-	
set forth herein.	c, are meorporated of	y reference and	made a par	is it fully
			<u> </u>	EFFECTIVE
				8/30/2020
			F	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

This EDR Contract is supplemental to, and by agreement made a part of, the Contract for Electric Service for the purpose of applying provisions of the Company's Economic Development Rider, EDR ("EDR"), to Customer.

Company agrees to furnish, and Customer agrees to take, EDR service pursuant to the terms and conditions of EDR, as currently approved by the PSC or as may be modified in the future and approved by the PSC.

The initial term of this EDR Contract shall be ten (10) years beginning, at the option of Customer, no later than twelve (12) months following approval of this special contract by the PSC. The Total Demand Charge discounts will be applied to sixty (60) consecutive billing months as specified by EDR and followed by sixty (60) consecutive billing months at the standard rate. Upon termination of the ten (10) term, service will continue in accordance with the terms of the Standard Rate Schedule.

Company may terminate this EDR Contract at any time for Customer's failure to comply with the terms and conditions of Standard Rider EDR or this EDR Contract. Such termination will only affect the application of, and Customer's service under, the Standard Rider EDR and this EDR Contract, and shall not affect the application of, or Customer's service under, the Contract for Electric Service.

Customer agrees to provide all information necessary to satisfy the PSC initial filing requirements and successive annual reports for the duration of this special contract.

This EDR Contract shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. However, no assignment of any rights, duties or obligations hereunder by Customer shall have any effect whatsoever unless approved in writing by Company in advance of such assignment. Nothing herein shall be construed to confer a benefit on any person not a signatory hereto or the successor to a signatory hereto.

All disputes arising between Customer and Company hereunder shall be finally decided by the PSC in accordance with its applicable rules and procedures. This EDR Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Customer and Company have executed this EDR Contract on the day and year first above written.

By:

By:

RENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director

Title

EFFECTIVE
8/30/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## SPECIAL CONTRACT ECONOMIC DEVELOPMENT RIDER APPENDIX A

The combined Louisvi	ille Gas and Electric Co	mpany and Kentucky U	Itilities Company current	, 2020 ,
capacity reserve margi	in is 1563 MV	, which is 490	MW in excess of a rese	erve margin
considered essential for	or system reliability of	1073 MW. Fo	or each year in which Cus	stomer will
receive demand charge	e discounts under this E	DR Contract, the Comp	anies' projected reserve	margins are
expected to be; Year 1	1574 MW;	Year 2 1570	MW; Year 3 1572	MW;
Year 4 1577	MW; Year 5	578 MW.		19
Company estimates in	vesting \$ 143,838.34	in new facilities to serv	e the EDR Contracted L	oad.
	•	•		
Company estimates Cu	ustomer's minimum mo	nthly billing under Stan	dard Rate Schedule	TODP
will be \$ 96,250	.00 .			
Customer anticipates i	nvesting \$ 11,000,000	0.00 in facilities associ	ated with the EDR Contr	acted Load.
Customer anticipates c	reating \$200	new jobs associated	with the EDR Contracte	d Load.
			1	
	EDR Contracted Load	to be 3,850	kW or kVA, as is approp	priate, at a
65 % load :	factor.			
If the many lead in in ad	dition to an aviatina lan	d Commons and Creaton	ner agree that the Existing	- Dans I and
	uition to an existing loa	a, Company and Custon	ner agree that the Existing	g Base Load
is:				
	Base Period	Intermediate Period	Peak Period	
January	kVA;	kVA;	kVA;	
February	kVA;	kVA;	kVA;	
March	kVA;	kVA;	kVA;	
April	kVA;	kVA;	kVA;	
May	kVA;	kVA;	kVA;	
June	kVA;	kVA;	kVA;	
July	kVA;	kVA;	kVA;	
August	kVA;	kVA;	kVA;	
September	kVA;	kVA;	kVA;	
October	kVA;	kVA;	kVA;	
November	kVA;	kVA;	kVA; a	nd
December	kVA;	kVA;	kVA;	
			KENTUCKY	,
	1/5	$\sim$	PUBLIC SERVICE CO	MMISSION
Seen and agreed:	For Company:		Dat Kent A. Chanc	tler
	A	7	Acting Executive D	rector
	For Customer:	but Ih_	= 1/0 //	7320
			11/1/	
			I'V W	
			EFFECTIVE	
			8/30/2020	0
			PURSUANT TO 807 KAR 5:011	SECTION 9 (1)