

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made March 29, 1985, between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Seller"), and CASFY STONE COMPANY (Crusher) (hereinafter called the "Consumer") a Corporation (Location #00-01-23-895-001) (Corporation, Partnership or Individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at this location up to 750 KVA capacity, upon the following terms:

1. SERVICE CHARACTERISTICS

- a. Service hereunder shall be 60 Hertz alternating current, three Phase, 480 volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.
- c. In the event the operation of the Consumer shall in the opinion of the Seller interfere with the supply of electric current to the remaining consumers of the Seller, the Consumer agrees to the termination of service.

2. PAYMENT

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Attached Rate notwithstanding any provision of the Attached Rate and irrespective of Consumer's requirements for or use of electric power and energy, the Consumer shall pay to the Seller the minimum bill as set forth in the stated Rate Schedule, but in any case it shall not be less than \$600.00 per month for service or for having service available hereunder during the term hereof.

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BY: [Signature]

- b. The initial billing period shall start 4-1-85, for which the first bill will be rendered on or about June 1, 1985.
- c. Bills for service hereunder shall be paid at the office of the Seller in Somerset or any Branch Office of the Seller in the State of Kentucky. Such payments shall be due each month as stated on the invoice, for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any payment within the period such payment is due, the Seller may discontinue service to the Consumer upon giving ten (10) days written notice to the Consumer of its intention to do so, provided, however, that such discontinuance of service shall not be prior to twenty-seven (27) days from date bill is rendered and shall not relieve the Consumer of any of its obligations under this Agreement.
- d. The Consumer agrees that, this contract is subject to approval by the Kentucky Public Service Commission and/or any other regulatory body having jurisdiction, and that at any time, if the rate is changed, a corresponding modification may be made by the Seller in the rate for service hereunder.

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MEMBERSHIP
 The Consumer shall become a member of the Seller, shall pay the membership fee, billing deposit as required, and be bound by such rules and regulations as may from time to time be adopted by the Seller, or any other regulatory body that has jurisdiction.

4. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and

energy shall fail or be interrupted, or become defective through an act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable there-fore or for damages caused thereby.

5. RIGHT-OF-WAY

Duly authorized representatives of the Seller shall be premitted to enter the Consumer's premises at all rea-sonable times. The Consumer agrees to grant the Seller right-of-way to install and maintain electric lines and equipment upon the Consumers property.

6. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until one year following the start of the initial billing period and thereafter until terminated by either party giving to the other thirty (30) days notice in writing.

7. ADVANCE FOR CONSTRUCTION

The Consumer shall advance with the Seller a non-refundable sum of \$3,000.00 on account of the cost of facilities required to make service available to the Consumer on or before the date of installation of such facilities.

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ATTEST:

Bob Helton

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BY: Agnes

CASEY STONE CO.

Consumer

By: William M. Cross

EXEC. V.P.

Title or Officer*

ATTEST:

Clifford M. Payne

SOUTH KENTUCKY R.E.C.C.

Seller

South Kentucky RECC

By: Scott Stearns
President

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

RATE FOR CONTRACT DATED March 29, 1985
WITH CASEY STONE COMPANY - CRUSHER
AND SOUTH KENTUCKY R.E.C.C.

Rate Per Month
Consumer Charge - No KWH Usage \$ 10.50

Demand Charge:

Billing Demand per KW per
month occurring:

6:45 a.m. -- 10:15 p.m. EST \$ 10.86
10:16 p.m. -- 6:44 a.m. EST -0-

Energy Charge:

First	3,500 KWH @	.04600
Next	6,500 KWH @	.04500
Next	140,000 KWH @	.04400
Next	150,000 KWH @	.04350
Over	300,000 KWH @	.04300

MINIMUM MONTHLY BILL \$600.00

Fuel Adjustment Clause

As shown in Appendix "B" of South Kentucky RECC
Tariffs.

Notes: Demand charge periods for on peak and off
peak will be subject to change, if wholesale
power supplier changes wholesale power contract.
Billing Demand shall be the maximum demand
during the times specified above for any fifteen
minute period, as determined from a recording
demand meter. In the event of a retail rate
increase for large power consumers, this pro-
posed rate will be changed by a like amount.

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