

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made 6-21, 1979, between SOUTH KENTUCKY RURAL

ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Seller"), and American Concrete Pumping Company (hereinafter called the "Consumer") a

(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 300 KVA capacity, upon the following terms:

1. SERVICE CHARACTERISTICS

- a. Service hereunder shall be alternating current, 3 phase, 3 wire, sixty cycles, 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.

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 O.P.S. attached to and made a part of this Agreement.... not withstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the Consumer shall pay to the Seller not less than \$ 225.00 per month for service or for having service available hereunder during the term hereof.
- b. The initial billing period shall start when Consumer begins using electric power and energy, or whenever that service is made available by the Seller, whichever shall occur first.
- 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 such payment within the period such payment is due, the Seller may discontinue service to the Consumer upon giving five (5) days written notice to the Consumer of its intention to do so, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

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

3. MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee 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 therefor or for damages caused thereby.

5. RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party giving to the other 30 days notice in writing.

7. ADVANCE FOR CONSTRUCTION

The Consumer shall deposit with the Seller the sum of \$ 3891.00 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 advance shall be returnable to the Consumer in the form of a credit on each bill for service in the amount of 20 percent of the bill, which credits shall continue until they total \$ 3240.00. No refunds shall be made to the Consumer of any portion of the deposit remaining upon termination of this Agreement. No refund shall be made on any minimum bill or on any fuel adjustment charge.

**See Addendum #1 Below

ATTEST:

A. P. Reese
Secretary

American Concrete Pumping Co
Consumer
By: Joe Maus Pres
Title of Officer*

ATTEST:

Wm J. Shaver
Secretary

South Ky. R.E.C.C.
Seller
By: F. Smith
President

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

**Addendum #1

The consumer agrees to install reduced voltage starting on all motors in excess of 25 HP.

In the event the operations of American Concrete Pumping shall interfere with the supply of electric current to the remaining consumers of the seller American Concrete Pumping agrees to the termination of service to it's operation until necessary corrections are made to American Concrete Pumping's equipment at American Concrete Pumping's expense and when such corrections are made seller agrees to resume service.

Necessary corrections are to be made within 30 days or American Concrete Pumping agrees to the forfeiture of any advances to construction. This time will be extended a reasonable length of time provided American Concrete Pumping gives South KY R.E.C.C. evidence that a reasonable effort is being made to correct any problem.

8/1/75