

A G R E E M E N T

This Agreement, entered into this 3rd day of May, 1991, by and between **FOX CREEK RURAL ELECTRIC COOPERATIVE CORPORATION** hereinafter called the Company, and the **CITY OF LAWRENCEBURG** of Lawrenceburg, Kentucky 40342, hereinafter called the Customer.

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

1. The Company agrees to provide and maintain a street lighting system for the Customer, consisting of the minimum number of lamps set forth below, together with electric energy through a general system of overhead distribution sufficient to continuously operate the lamps to give the maximum amount of illumination obtainable under commercial conditions from dusk to dawn each night, approximately 4,000 hours per annum. The Customer agrees to accept the service herein contracted for during the term of years hereinafter set forth and to pay therefor at the prices set forth below.

Number	Type	Price per Lamp per month
5	100 watt/high pressure sodium	\$9.41

- \*1. the actual cost will be reviewed annually and adjusted if necessary due to increased material costs
- \*2. the amount to be billed monthly will be adjusted accordingly if the monthly charge on file with the Public Service Commission changes

It is agreed that the lamps contracted for shall be in the locations as specified on the Drawing on file in the office of Fox Creek RECC.

To the extent that this agreement calls for the installation of new facilities, the parties recognize that a period of time will necessarily elapse before all the new facilities contemplated hereunder can be obtained and installed. The Company shall make such changes in the existing system and install the additional facilities called for herein as rapidly as labor conditions and material deliveries will permit. During the period of construction, the Customer agrees to pay for the lamps in operation each month at prices quoted above.

2. Bills will be rendered to the customer monthly and are due upon receipt. If payment is not received fifteen (15) days from the billing date, a 5% penalty will be applied. If the Customer shall default in the payment of any bills as hereinbefore provided, the Company may, at its option, after having given ten (10) days written notice of its intention to do so, discontinue the service herein contracted for and continue to withhold the supply of electric energy for street lighting until such time as the Customer has made payment for all bills in which it is in arrears. Any such suspension of service by the Company shall not terminate this agreement.

3. All material furnished by the Company shall be the property of the Company and may be removed at the termination of this agreement if the Company so desires.

4. The Company shall make every effort to keep each and every lamp contracted for in operation during the time provided; and the Company agrees to restore lamps to service within the 48 hour period following receipt of notice a lamp has failed to operate. Should Company be unable to restore lamps to service within the 48 hour period following receipt of notice, the monthly rate for the lamps so reported

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BY [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

will be adjusted to conform to the number of nights following receipt of written notice during which the lamp failed to operate in the monthly billing period.

5. The Customer shall make any requests for relocations of lamps in writing, and the Company shall comply with such requests, providing the Customer agrees to pay the Company the actual costs of such relocations within thirty (30) days after billing therefor by the Company.

6. This agreement shall be and remain in full force and effect for a period of ten (10) years from and after the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

7. The Customer as a further consideration for the promises and agreements made by the Company herein set forth grants to the said Company the privilege of the use of the streets, alleys and public places of said Customer for the purpose of placing its poles and equipment for carrying out this agreement.

8. The Customer agrees that during the life of this agreement it will provide in its annual budgets and estimates and levy of taxes sufficient funds to pay the Company any amounts due it.

9. All and singular the terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns.

10. It is further agreed that at the completion of this agreement the amount to be billed monthly for each lamp will be the current amount in the tariffs on file with the Public Service Commission of Kentucky for Rural Lighting and Community Street Lighting.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first above written.

FOX CREEK RURAL ELECTRIC  
COOPERATIVE CORPORATION

by: Bob Kincer  
President and General Manager

CITY OF LAWRENCEBURG

by: Kenneth P. Hoskins

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BY: Steve Miller  
PUBLIC SERVICE COMMISSION MANAGER