

File

C O N T R A C T

This Contract, made and entered into this October 12, 1971, by and between the following:

City Utilities Commission of the City of Corbin, Kentucky, hereinafter referred to as the party of the first part, and

Cumberland Valley Rural Electric Cooperative Corp. with its principal office on the Barbourville Highway, in Knox County, Kentucky, hereinafter referred to as the party of the second part.

WITNESSETH;

Whereas the party of the second part has certain electrical lines running into the corporate limits of the City of Corbin and furnishes electricity to certain customers, and

Whereas it is desirable that street lights be furnished by the party of the second part to the party of the first part in certain areas to be designated as to number and location by the party of the first part, as shown by the minutes of the Boards of each of the parties hereto,

NOW, THEREFORE:

It is agreed between the party of the first part and the party of the second part as follows, to-wit:

(1) That the party of the second part shall install, maintain, and furnish electricity to light such street lights so designated, said lights to be installed and maintained by the party of the second part to be I 75 W. M. v. lights.



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Contract continued

City Utilities Commission to
Cumberland Valley Rural Electric Coop. Corp.

(2) That the party of the first part shall pay to the party of the second part for the installation, maintenance, and electricity for such street lights the same rate which the party of the second part has in effect for its resident electric users which shall be calculated at the rate of fifty (50) K.W.H. per light per month.

(3) That the areas referred to in this Agreement where street lights may be designated to be furnished are shown by a map or plat of the area, which map or plat is filed in the Whitley County Court Clerk's Office and recorded in Plat Book _____, Page _____ of said office.

(4) That the size and type of lights herein mentioned shall remain in full force and effect unless circumstances would develop within said area that a different type of light would be more suitable or if by some scientific improvement a new and better light were developed; then, in that event, the compensation for such changes, if any demanded by the party of the first part, would be an adjustment and payable to the party of the second part if such change involved additional expenses to the party of the second part.

This CONTRACT shall remain in full force and effect until changed by the Public Service Commission of Kentucky, Frankfort, Kentucky, subject to appeal to the Court.

Executed in three (3) copies this October 12, 1971.

CITY UTILITIES COMMISSION

BY: Melvin Jato
Chairman
Party of the First Part



City Utilities Commission to
Cumberland Valley Rural Electric Coop. Corp.

CUMBERLAND VALLEY RURAL ELECTRIC
COOPERATIVE CORP.

BY: Paul Tolliver
Party of the Second Part

STATE OF KENTUCKY:

Certificate of Acknowledgment:

COUNTY OF Whitley:

I, W. J. Peckey, a Notary Public in and for
the County and State aforesaid, certify that the foregoing
CONTRACT was on the 22 day of October, 1971, produced
to me in said County and State and acknowledged before me by
City Utilities Commission of the City of Corbin, Kentucky,
by Melvin Tate, to be the act and deed of the City
Utilities Commission of Corbin, Kentucky, and the act and
deed of Melvin Tate.

Given under my hand this 22 day of October, 1971.
My commission expires:

My Commission Expires Sept. 3, 1972
SEAL W. J. Peckey
NOTARY PUBLIC

STATE OF KENTUCKY:

Certificate of Acknowledgment:

COUNTY OF ^{Knox}State of Kentucky:

I, John R Reed, a Notary Public in and for
the County and State aforesaid, certify that the foregoing
CONTRACT was on the 18th day of October, 1971, pro-
duced to me in said County and State and acknowledged before
me by the Cumberland Valley Rural Electric Cooperative Corp.
by Paul Tolliver, to be the act and deed of the
Cumberland Valley Rural Electric Cooperative Corp. and the
act and deed of Paul Tolliver.

Given under my hand this 18th day of October, 1971.
My commission expires:

7-8-78
SEAL John R Reed
NOTARY PUBLIC

