

This Agreement, entered into this 1st day of January, 1967
 by and between KENTUCKY POWER COMPANY hereafter called the Company, and _____
City of Ashland of _____
Ashland, Kentucky hereafter called the Customer,

WITNESSETH :

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 one-half hour after sunset until one-half hour before sunrise, every night and all 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:

A. LAMPS IN SERVICE IN FIXTURES INSTALLED PRIOR TO January 1, 1967.

Number	Size In Lumens	Type	Price per Lamp per Month
927	2500	O.H. Incandescent	2.00
172	3500	O.H. Mercury	2.00
87	4000	O.H. Incandescent	2.80
173	6000	O.H. Incandescent	3.00
94	7000	O.H. Mercury	2.75
86	10000	O.H. Incandescent	3.70
33	11000	O.H. Mercury	4.00
9	20000	O.H. Mercury	5.50
4	20000	O.H. Mercury ornamental pole	7.75
16	20000	Overpass R. 23 operating and main.	3.30
12	-----	Phone Booth Lights	1.50

B. LAMPS INSTALLED OR TO BE INSTALLED ON OR SUBSEQUENT TO January 1, 1967.

Number	Size In Lumens	Type	Price per Lamp per Month
	3500	O.H. Mercury	2.00 ✓
	7000	O.H. Mercury existing pole	2.75 ✓
	7000	O.H. Mercury new pole	4.00
	11000	O.H. Mercury replacements - see A-5	4.00 ✓
	11000	O.H. Mercury	4.75
	20000	O.H. Mercury	5.50 ✓
	20000	O.H. Mercury ornamental pole	7.75 ✓
	30000	O.H. Mercury ornamental pole	10.70
	50000	O.H. Mercury ornamental pole	12.20 ✓
	-----	Phone Booth Lights	1.50 ✓

It is agreed that the lamps contracted for shall be in the locations occupied by the present street lighting system and/or in accordance with Drawing on file in the office of the _____ Ashland Division of the Company.

* See Attachments A & B, which are parts of this Agreement.

PUBLIC SERVICE COMMISSION
 by P.O.
 ENGINEERING DIVISION

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, and the minimum lamp requirements set forth in Section 1 A and B will not apply until all the lamps called for in Section 1 A and B are installed and in operation. During the period of construction the Customer agrees to pay for the lamps in operation each month at prices quoted above.

2. The Company agrees during the term hereof to make extensions to its street lighting system for the purpose of installing additional lamps of the size and type specified above when requested to do so by written notice from a duly authorized representative of the Customer. It is agreed that one additional lamp of not less than 3500-L shall be installed for each extension of 150 feet from the overhead wood pole street lighting system of the Company. Whenever additional lamps are so ordered, the minimum number of lamps to be furnished throughout the remainder of the period covered by this agreement shall be increased accordingly, and payment for such additional lamps shall be at the prices specified in Section 1 B above. The Company agrees to increase the size of the lamps above specified as the Customer may, from time to time, require upon receipt of written notice from a duly authorized representative of the Customer. When such lamps are increased in size, in accordance with this provision, the minimum number of lamps of the respective size and type shall be changed accordingly. The customer agrees to pay for the larger size lamps at the prices specified in Section 1 B for the new size. Temporary lamps, if ordered, shall be furnished under special agreement.

Additional or increased size of lamps involving new fixtures, as provided for above, shall not be required of the Company during the last 2 years of the term of this agreement, except under special negotiations.

The Company is not obligated under this agreement to undertake a major rebuilding of any part of the existing street lighting system except as provided in Section 1, hereof.

3. The total monthly bill, calculated at the above prices, is due and payable on or before the 10th day of the month succeeding that in which the service is rendered.

If the Customer shall default in the payment of any bills as hereinbefore provided, the Company may at its option, after having given 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 unless Company so elects.

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

5. 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 48 hours of receipt of a written notice that a lamp has failed to operate.

Should Company be unable to restore lamps to service within the 48 hour period following receipt of notice of failure to operate, the monthly rate for the lamps so reported 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.

6. 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 30 days after billing therefor by the Company.

7. The Company shall, at its own cost, furnish all lamp renewals during the term of this agreement.

8. This agreement shall be and remain in full force and effect for a period of 10 years from and after the 1st day of January, 19 67.

Attachment A, attached and made a part of the Agreement between Kentucky Power Company (Company) and City of Ashland, Kentucky, (Customer) to provide for street lighting service, effective January 1, 1967.

1. Company agrees to modernize the street lighting system as it exists on January 1, 1967, the effective date of this Agreement, through the replacement of all existing incandescent type units with mercury type units of equal or greater lumen rating at the same locations and at the rate of 50 units per month beginning at the effective date of the Agreement. Company further agrees that all existing incandescent units shall be replaced before the expiration of 36 months from the effective date of this Agreement.
2. Customer agrees to pay for the replacement of mercury type units at rates set out in Section B of the Agreement.
3. Customer agrees that no new incandescent type units are to be installed; but Customer may exercise the rights set out in Section 2 of the Agreement pertaining to the installation of additional mercury type units.
4. Customer reserves the privilege of indicating by lumen rating the class of incandescent unit to be progressively replaced and the lumen rating (equal to or greater than the lumen rating of unit to be replaced) to be used as a replacement.
5. Company agrees to replace a maximum of 230 existing incandescent 4000-6000-10000 lumen units with 11000 mercury units on same pole at the rate of \$4.00 per unit. Additional 11000 lumen mercury units at locations where an incandescent is not in service on January 1, 1967, shall be billed at \$4.75 per unit.

Attachment B, attached and made a part of the Agreement between Kentucky Power Company (Company) and City of Ashland, Kentucky, (Customer) to provide for street lighting service, effective January 1, 1967.

1. Customer owns and has installed 6 - 20000 lumen mercury type street lighting units, comprising metal standards and bracket arms with horizontal burning, enclosed type luminaire, individually controlled mounted on the bridge for east bound traffic between the west termination of Winchester Avenue and U. S. Highway 23.
2. Customer owns and has installed metal standards and bracket arms suitable for mounting street lighting luminaires on the west bound overpass between the termination of Winchester Avenue and U. S. Highway 23.
3. Company owns and has installed 10 - 20000 M.V. luminaires on standards described in (2) above.
4. Customer owns and has installed electrical circuit on both east and west bound overpasses described in (1) and (2) above, said circuit being concealed conduit with appropriate electrical conductors. Customer will be solely responsible for the maintenance and replacement of the above described concealed circuit which is used solely for the operation of the street lighting units described in (1), (2), and (3) above.
5. Customer owns and will be solely responsible for the replacement of the standards, brackets, controls, and luminaires described in (1) and (2) above, in the event any or all parts of street lighting described in (1) and (2) above are destroyed by accident or are to be replaced by reason of obsolescence; except Company shall be responsible for replacement of luminaires only on west bound overpass.
6. Company will furnish electrical energy and will perform ordinary maintenance to include relamping, repair, and replacement of controls, cleaning, and replacement or refractors and cleaning and repainting of brackets and standards in conformity with the schedules of such maintenance on the remainder of the street lighting system which is provided for by the Agreement, effective January 1, 1967.
7. Customer will pay Company at the rate of \$3.30 per unit per month for each of the 16 units described in (1) and (3) above for the services described in (6) above for the 10-year term of the Agreement which expires December 31, 1976.
8. Monies paid Company by Customer in conformity with (7) above will be added to other street lighting charges under the terms of the Agreement and will be subject to the same terms provided for by the terms of the Agreement.

9. The Customer as a further consideration for the promises and agreements made by the Company herein set forth hereby 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.

10. 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.

11. 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.

12. This agreement cancels and supersedes all previous agreements relating to the supply of the service described herein.

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

KENTUCKY POWER COMPANY

ATTEST:

By /s/ F. M. Baker
Vice President

/s/ J. H. Via, Jr.
Assistant Secretary

City of Ashland

ATTEST:

By /s/ E. B. Reeves
Mayor

/s/ Robert W. Johnson
Clerk or Recorder

THE FOREGOING AGREEMENT IS HEREBY APPROVED AND

THE _____

IS AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF THE

_____ KY.,

THIS _____ DAY OF _____ 19____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____