

This Agreement, entered into this 3rd day of November, 19 72
 by and between KENTUCKY POWER COMPANY hereafter called the Company, and The Martin County Board of Education of
Inez, 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, 19 73.

Number	Size In Lumens	Type	Price per Lamp per Month
<u>5</u>	<u>20,000</u>	<u>Mercury, Whiteway</u>	<u>\$7.75</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. LAMPS INSTALLED OR TO BE INSTALLED ON OR SUBSEQUENT TO January 1, 19 73.

Number	Size In Lumens	Type	Price per Lamp per Month
<u>20</u>	<u>20,000</u>	<u>Mercury, Whiteway</u>	<u>\$7.75</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 Sprigg Division of the Company.

2. The rate of \$7.75 per month per light set out in 1-B preceding is based on overhead wiring. However, Company agrees to install cable circuit underground provided Customer will perform required trenching and backfill in conformity with specifications to be furnished Customer by Company.

Company will assume the maintenance and replacement of the underground circuit throughout the 10-year period specified by this agreement.

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 First day of January, 1973.

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:

J.H. Via, Jr.
Assistant Secretary

By Waldo S. G. ...
Executive Vice President

MARTIN COUNTY BOARD OF EDUCATION

ATTEST:

James C. Muncy
Chairman
Martin County Board of Education
~~Clerk~~ ~~Recorder~~

By Sheldon Clark
Superintendent ~~xxxx~~

THE FOREGOING AGREEMENT IS HEREBY APPROVED AND
THE _____ Superintendent of Schools

IS AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF THE
Martin County Board of Education, Inez, _____ KY.,

THIS 5th DAY OF February 1973

Sheldon Clark
Superintendent of Schools

BOARD MEMBERS

BY Elmer Cassel

BY Allen M Booth

BY Howard Pierce

BY Galdia Kirk

BY Halmer Cassady

BY _____