

**This Agreement**

entered into this 30 day of June, 1962

by and between the **KENTUCKY POWER COMPANY**, hereafter called the Company, and

LOUISA BAPTIST CHURCH of

Louisa, Kentucky successors or assigns, 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:

The Company agrees to furnish to the Customer, during the term of this agreement, and the Customer agrees to take from the Company, subject to its regularly filed standard Terms and Conditions of Service appearing on the following pages, which are hereby incorporated in this agreement, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

Louisa, Kentucky

The Company is to furnish and the Customer is to take electric energy under the terms of this agreement for a period of one year from the time such service is commenced, and thereafter in successive periods of not less than one year each, until either party shall give the other not less than sixty days' notice in writing of its or his election to discontinue the service at the expiration of any of said periods.

The electric energy delivered hereunder shall be alternating current at approximately 120/240 volts 3 wire single phase 240 " 3 " three "

and it shall be delivered at Customer's building

which shall constitute the point of delivery under this agreement. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at Utility room, customer's building

The { reservation of capacity } contracted for by Customer under the tariff named herein is hereby fixed at 150 kw hp

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of the regularly filed and published tariff selected by the Customer and known as Tariff CS (a copy of which is attached hereto), as long as said tariff is in effect; and in the event said tariff is replaced by a new tariff incorporating higher or lower rates than those stipulated herein, the Company will continue to furnish service as stipulated in the contract and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective. Should the new tariff incorporate higher rates, the Customer has the option of cancelling the contract prior to its expiration date provided notice of cancellation is furnished the Company within 15 days after the first billing date of the higher rates.

If the Customer shall make default in the payment of any bill as aforesaid, or shall violate any of the terms or conditions of this contract, and after such default or violation the Company shall deliver at such premises addressed to the Customer, a written notice of its intention to cut off the supply of electricity on account of said default or violation, then the Company shall have the right to cut off such supply at the expiration of 2 days after giving such notice unless within such 2 days the Customer shall make good such default or violation. Should the Customer continue in default or violation after service has been discontinued, the Company may continue to withhold the supply of electricity until such time as such default in, or violation of, the terms of this agreement has been made good. Any suspension of service by the Company as provided for herein shall not terminate this contract, and the Customer hereby agrees to pay for the guaranteed minimum consumption specified herein for the period during which service is suspended, in addition to any arrears which may exist.

There are no understandings or agreements outside of this contract and the same shall be in full force and effect when signed by the parties hereto and approved by the Manager of the Company. This agreement cancels and supersedes all previous agreements relating to the supply of the service described herein.

This contract supersedes previous Special Contract of December 22, 1958. This contract is standard and billing will be on Tariff CS 24 effective 4/10/62 as approved by Public Service Commission of Kentucky.

**KENTUCKY POWER COMPANY**  
[Signature] District Manager  
[Signature] Vice President

**LOUISA BAPTIST CHURCH**  
By [Signature]  
Chairman of Trustees

# TERMS AND CONDITIONS OF SERVICE

## APPLICATION.

A copy of the tariffs and standard terms and conditions under which service is to be rendered to the customer will be furnished upon application at the company's office and the customer may elect upon which tariff applicable to his service his application shall be based.

A written application may be required from each customer, which application, when duly accepted by the company, shall constitute the agreement between the company and the customer. A copy of the application will be furnished the customer upon request.

## DEPOSITS.

A deposit or a suitable guarantee may be required of the customer at any time before or after service is begun. The company will pay interest on deposits so made in accordance with statutory requirements. Retention by the company, prior to final settlement, of said deposit or guarantee is not a payment or part payment of any bill for service. The company shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

## PAYMENTS.

Bills will be rendered by the company to the customer monthly or bimonthly in accordance with the tariff selected, applicable to the customer's service. Said bills are payable at the offices of the company within the time limits specified in the tariff. Failure to receive bill will not entitle customer to the remission of any charge for non-payment within the time specified. The word "month" or the word "bi-month" as used herein and in the tariffs is hereby defined to be the elapsed time between 2 successive meter readings approximately 30 days or 60 days apart, respectively. In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the customer will be billed for such period on an estimated consumption based upon his use of energy in a similar period of like use.

Any one delayed payment charge billed against the customer for non-payment of bill may be remitted, provided the customer's previous accounts are paid in full and provided no delayed payment charge has been remitted under this clause during the preceding 6 months.

## INSPECTION.

It is to the interest of the customer to properly install and maintain his wiring and electrical equipment and he shall at all times be responsible for the character and condition thereof. The company makes no inspection thereof and in no event shall be responsible therefor.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the company may withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with.

Where a customer's premises are located outside of an area where inspection service is in effect, the company may require the delivery by the customer to the company of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the wiring system of the customer and assuming responsibility therefor. No responsibility shall attach to the company because of any waiver of this requirement.

## SERVICE CONNECTIONS.

Customer should in all cases consult the company before his premises are wired in order that the location of the company's service connection may be determined.

The company will, when notified, designate the location of its service connection and the customer's wiring must be brought outside the building wall nearest the company's service wires so as to be readily accessible thereto and in such manner that all wiring furnished by the company will be in plain view from the street or alley. The inside wiring must extend at least 24 inches beyond the building for the company to attach its wires thereto, and same must be thoroughly and permanently grounded (to the water supply system if possible), provided the maximum difference of potential between the grounded point and any other point in the circuit does not exceed 150 volts, and may be grounded when the maximum difference of potential between the grounded point and any other point in the circuit exceeds 150 volts.

When a customer desires that energy should be delivered at a point or in a manner other than that specified by the company, a charge will be made equal to the additional cost of same.

Customers desiring an underground service from overhead wires may, at their expense, run service wires from service equipment in buildings to the pole from which connection is to be made, including the necessary run up the side of the pole.

All connections between the customer's service equipment and the company's service wires must be installed as recommended or required by the National Electric Code.

## COMPANY'S LIABILITY.

The company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the company, or extraordinary repairs.

Unless otherwise provided in a contract between company and customer, the point at which service is delivered by company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the company's facilities. The company shall not be liable for any loss, injury, or damage resulting from the customer's use of his equipment or occasioned by the energy furnished by the company beyond the delivery point.

The customer shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The company will provide and maintain in proper operating condition the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the company.

(N) TARIFF C. S.  
(Church Service)

**AVAILABILITY OF SERVICE.**

Available to churches where electric service is used as the primary source of heating, cooling, and all general purposes for the full calendar year; but is not available to other buildings which might be owned or operated by churches, such as residences, church schools which operate generally throughout the week. This rate is optional and may be withdrawn for application to future customers at the discretion of the company.

**RATE.**

For the first	40 kwhrs used per month	5.0 cents per kwhr
" " next	85 " " " "	4.0 " " "
" " "	375 " " " "	2.7 " " "
" " "	500 " " " "	1.8 " " "
" all over	1000 " " " "	1.5 " " "

**MINIMUM CHARGE.**

This tariff is subject to a minimum monthly bill of \$2.00 for each meter installed. The minimum monthly charge shall be subject to adjustments as determined under the "Fuel Clause."

**PAYMENT.**

Bills are due and payable at the main or branch offices of the company within 15 days of the mailing date.

**TERM.**

Annual contract.

**FUEL CLAUSE.**

This rate is based initially upon the weighted average cost of fuel of Kentucky Power Company's present power supplier.

If during any monthly period such average cost is above a base price (Base Price A) of 18.5 cents per 1,000,000 BTU, by at least .5 cent, an additional charge during the second month thereafter will be made on the actual kwhrs used during said second month at the rate of .00525 cent per kwhr for each full .5 cent increase in the cost of fuel above Base Price A.

If during any monthly period such average cost is less than a base price (Base Price B) of 17.5 cents per 1,000,000 BTU, by at least .5 cent, the bill rendered to the customer for the second succeeding month shall be decreased by an amount equal to the actual kwhrs used during said second month multiplied by .00525 cent per kwhr for each full .5 cent decrease in the cost of fuel below Base Price B.

Upon its completion, the new steam electric generating plant of Kentucky Power Company on the Big Sandy River in Lawrence County, Kentucky (Big Sandy Plant), will become the principal source of energy supply for Kentucky Power Company. During the first five months of full scale commercial operation of the Big Sandy Plant, fuel clause adjustments will continue to be billed in accordance with the three preceding paragraphs. Beginning with the sixth month and thereafter, this rate shall be based on the cost of fuel at Kentucky Power Company's Big Sandy Plant instead of on the weighted average cost of fuel of Kentucky Power's present power supplier. Base Price A and Base Price B shall be revised at such time to new amounts to equal 18.5 cents and 17.5 cents, respectively, plus any amount by which the fuel cost of the Big Sandy Plant shall exceed the weighted average fuel cost of Kentucky Power Company's present power supplier, or less the amount by which the weighted average cost of fuel of Kentucky Power Company's present power supplier exceeds the fuel cost of the Big Sandy Plant, as the case may be, both fuel costs being taken to the nearest .1 cent during the fourth month of Big Sandy Plant's full scale commercial operation.

**SPECIAL TERMS AND CONDITIONS.**

See Sheets No. 2, 3, 4 and 5 for Terms and Conditions of Service.

Issued by  
F. M. BAKER, Vice President and General Manager  
Ashland, Kentucky

Issued March 21, 1962

Effective April 10, 1962

(N) New Rate, Date Effective April 10, 1962 after 20 days statutory notice.

## **CUSTOMER'S LIABILITY.**

In the event of loss or injury of the property of the company through misuse by, or the negligence of, the customer or the employees of the same or of persons on the customer's premises, the cost of the necessary repairs or replacement thereof shall be paid to the company by the customer.

Customers shall be liable for tampering with, interfering with, or breaking of seals of meters or other equipment of the company installed on the customer's premises. The customer hereby agrees that no one except the employees of the company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the company.

The company shall have the right at all reasonable hours to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the company's property in the event of the termination of the contract for any cause.

## **EXTENSION OF SERVICE.**

The transmission or distribution lines of the company will be tapped or extended to such points as provide sufficient revenue to justify the cost of such taps or extensions. Where the revenue is insufficient to justify the cost of such taps or extensions, the company reserves the right to require a long-term contract or a definite and written guarantee from a customer or group of customers in addition to any payment required by the tariff applied to the service or services, or the payment by the customer in whole or in part of the cost of tapping or extending the transmission or distribution lines, or a combination of these provisions.

## **LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT.**

The company shall have the right, if necessary, to construct its poles, lines and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points convenient for such purpose, and the customer shall further guarantee the right to use suitable space for the installation of necessary measuring instruments so that the latter may be protected from injury by the elements or through the negligence or deliberate acts of the customer or of any employee of the same, or of persons on the customer's premises.

## **USE OF ENERGY BY CUSTOMER.**

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided therein.

When the customer desires delivery of energy at more than one point, a separate contract will be required for each separate delivery point. Service delivered at each delivery point will be billed separately under the applicable tariff.

With particular reference to power customers it shall be understood that upon the expiration of a contract the customer may elect to renew contract upon the same or another tariff published by the company available in the district in which the customer may operate, and applicable to the customer's requirements, except that in no case shall the company be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electric service under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another during the term of contract except by mutual agreement.

The service connections, transformers, meters and appliances supplied by the company for each customer have a definite capacity. The customer agrees to notify the company of any increase or decrease in his connected load so that the company may make suitable arrangements for the supply of the customer's load.

The customer shall install only motors, apparatus or appurtenances which are suitable for operation with the character of the service supplied by the company, and which shall not be detrimental to same, and the electric capacity and energy must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the company's transmission or distribution system. The company shall be the judge as to the suitability of apparatus or appurtenances to be connected to its lines, and also as to whether the operation of such apparatus or appurtenances will be detrimental to its general service. In case the customer continues to use equipment unsuitable for operation, service may be discontinued by the company until such time as the customer's use of electric energy shall conform to these regulations. Such suspension of service by the company shall not operate as a cancellation of the contract.

No customer's radio, wireless telegraph, wireless telephone or television antennae may be connected to the company's lines, poles, cross arms, structures, or other facilities.

The company will not supply service to new customers who have other sources of energy supply except under tariffs which specifically provide for same.

The customer will not be permitted to operate his own generating equipment in parallel with the company's service except on written permission of the company.

Resale of energy will be permitted only by written consent of the company.

## **DOMESTIC SERVICE.**

Individual residences, whether separate houses or separate apartments in an apartment or multiple family building, shall be served individually under the domestic service tariff unless customer requires 3-phase service or requires service for motors in excess of 10 horsepower capacity each, in which event the general service tariff shall apply to that portion of the service, or to the entire service, as the customer may elect. Customer shall not have the privilege of taking service for 2 or more separate residences through a single delivery point under any tariff, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the company may supply each apartment separately under the domestic tariff, or of purchasing the entire service under the general service tariff without submetering the service to the apartments.

The domestic service tariff shall cease to apply to that portion of a residence which becomes regularly used for commercial or industrial purposes. When a portion of a customer's premises becomes regularly used for commercial or industrial purposes, customer shall have the privilege of separating the wiring so that the residential portion of the premises is served through a separate meter under the domestic service tariff and the commercial or industrial portion of the premises is served through a separate meter or meters under the general service tariff. In the event that the customer does not exercise the privilege of separating the wiring, the general service tariff shall apply to all service supplied.

Detached building, or buildings, actually appurtenant to the residence, such as a garage or barn, may be served by an extension of the customer's residence wiring through the residence meter.

**DISCONTINUANCE OF SERVICE.**

The company reserves the right to discontinue its service after 48 hours' notice in writing, in case the customer is in arrears in the payment of bills, or for failure to comply with these terms and conditions, and the company reserves the right to discontinue its service without notice where an emergency exists or where fraudulent use of electricity is detected.

Any such suspension of service other than to a residential customer shall not terminate the contract between company and customer nor shall it abrogate any minimum charge which may be effective.

**RECONNECTION CHARGE.**

In cases where the company has discontinued service for nonpayment of bills and/or for other causes stipulated herein, the right is reserved to charge the customer an amount for reconnection commensurate with the cost of same.