

**This Agreement**, entered into this 3rd day of October, 1961  
 by and between KENTUCKY POWER COMPANY hereafter called the Company, and \_\_\_\_\_  
City of Whitesburg \_\_\_\_\_ of  
Whitesburg, 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** May 1st, 1962.

Number	Size In Lumens	Type	Price per Lamp per Month
<u>74</u>	<u>1000</u>	<u>Incandescent, open fixture on wood pole</u>	<u>\$1.50</u>
<u>29</u>	<u>2500</u>	<u>Incandescent, open fixture on wood pole</u>	<u>2.00</u>
	<u>7000</u>	<u>Mercury suburbanlite on wood pole</u>	<u>2.75</u>
	<u>20000</u>	<u>Mercury, enclosed fixture on steel pole</u>	<u>8.00</u>

**B. LAMPS INSTALLED OR TO BE INSTALLED ON OR SUBSEQUENT TO** May 1st, 1962.

Number	Size In Lumens	Type	Price per Lamp per Month
	<u>1000</u>	<u>Incandescent Open Fixture Wood Poles</u>	<u>\$2.75</u>
	<u>2500</u>	<u>Incandescent Open Fixture Wood Poles</u>	<u><del>3.00</del> \$2.00</u>
	<u>4000</u>	<u>Incandescent Enclosing Fixture Wood Poles</u>	<u>4.00</u>
	<u>6000</u>	<u>Incandescent Enclosing Fixture Wood Poles</u>	<u>4.50</u>
	<u>10000</u>	<u>Incandescent Enclosing Fixture Wood Poles</u>	<u>5.50</u>
	<u>7000</u>	<u>Mercury suburbanlite on wood pole</u>	<u>2.75</u>
	<u>20000</u>	<u>Mercury, enclosed fixture on steel pole</u>	<u>8.00</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 No. \_\_\_\_\_ dated \_\_\_\_\_  
 on file in the office of See attached list

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 2500 Lumen 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 subject to the following quantity discounts provided the agreement is for a period of not less than 10 years.

First \$500.00 of monthly bill .....	Net
Next \$500.00 of monthly bill .....	2%
Next \$500.00 of monthly bill .....	4%
Balance of monthly bill .....	6%

Bills shall be due and payable on or before the 10th day of the month succeeding that in which the service is rendered. The above prices are subject to a discount of 2% if payment in full is made within 30 days of the date of bill.

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 Customer may make deduction for failure to operate any one or more of said lamps in the following manner:

For all outages which shall be reported daily in writing to the Company by the proper representatives of the Customer, the Customer may deduct from the total monthly amount which would have been paid for any lamp had no outage occurred, a sum bearing the ratio to such total as the period of outage bears to the total time the lamps should have been lighted in any month; provided, however, that should the lighting of any lamp or lamps be stopped by burnouts, vandalism or unavoidable accident, the Company shall be allowed 24 hours after notice of the outage in which to again light such lamp or lamps without being liable to deduction as above provided.

6. It is further agreed that lamps shall be moved by the Company to such new locations as the proper representative of the Customer may by writing direct, subject, however, to the following conditions:

Such moving of lamps shall be completed within 10 days after receipt by the Company of written notice from the proper representative of the Customer (Sundays, legal holidays and stormy days not to be counted), provided that the number of such removals shall not exceed one per day and provided, further, that such removals of such lamps shall not be required on Sundays, legal holidays and stormy days. Notice that the removal of such lamps has been completed shall be given by the Company to the proper representative of the Customer within 10 days after the completion of the work.

The actual cost to the Company of making such relocations shall be paid by the Customer to the Company within 30 days after such notice has been given.

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 Ten (10) years from and after the First day of May, 1962.

9. 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. Otherwise, upon payment by the Customer of the amount it is in arrears, the agreement shall remain in full force and effect for the period herein specified.

10. 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.

11. 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.

12. 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.

13. 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:

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

By s/ E. M. Baker  
Vice President

CITY OF WHITESBURG

ATTEST:

s/ Ina C. Hunsucker  
Clerk or Recorder

By s/ Ferdinand Moore  
Mayor

THE FOREGOING AGREEMENT IS HEREBY APPROVED AND

THE Mayor

IS AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF THE

City of Whitesburg KY.

THIS 3rd DAY OF October 19 61

s/ D. S. Setzer

BY s/ D. S. Setzer

BY s/ Herman Hale

BY s/ Jack F. Cox

BY s/ R. N. Price

BY \_\_\_\_\_

BY \_\_\_\_\_