

This Agreement entered into this 26th day of March 1954
by and between KENTUCKY AND WEST VIRGINIA POWER COMPANY, INCORPORATED, hereafter
called the Company, and Emperor Coal Company
of Stone, 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 following number and type of lamps, viz:

Number of Lamps	Size	Type
<u>15</u>	<u>2500 Lumen</u>	<u>Overhead, multiple</u>
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together with electric energy through a general system of overhead distribution, sufficient to operate said lamps continuously from one-half hour after sunset until one-half hour before sunrise, every night and all night, approximately 4,000 hours per annum during the term of years hereinafter set forth. Said lamps shall be so maintained and operated that they will give the maximum amount of illumination obtainable under commercial conditions.

2. The Company agrees to install such additional lamps of respective sizes and types above specified as the Customer may, from time to time, require upon receipt of a written notice from a duly authorized representative of the Customer. Payment for the service of such additional lamps shall be at the rate hereinafter specified, provided, however, that one additional lamp of not less than 2500 Lumen shall be installed for each extension of 300 feet from the street lighting mains 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 contract shall be increased accordingly. Temporary lamps, if ordered, shall be furnished under special contract.

It is further agreed that the location of the minimum number of lamps contracted for, as specified in "1" above, shall be as follows:

Mullins Fork

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

4. The Company shall 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 officers of the Customer, the Customer may deduct from the total monthly amount which would have been paid for any

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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 unavoidable accident, the Company shall be allowed twenty-four hours after notice of the outage in which to again light such lamp or lamps without being liable to deduction as above provided.

5. It is further agreed that lamps shall be moved by the Company to such new locations as the proper officer 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 officer 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 officer 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.

6. The Customer agrees to accept the service herein contracted for during the term hereof and to pay therefor at the following rates:

For each.....	2500 Lumen.....	lamp, \$	1.65.....	per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.
For each.....		lamp, \$		per month.

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.

The Customer agrees that in case any additional lamps are ordered it will pay for the same at the rates and in the manner above specified for and during the period from the date of the installation of such lamps until the termination of this contract.

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

8. This contract shall be and remain in full force and effect for a period of Ten years from and after the 20th day of November, 1950.

9. If the Customer shall make 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 so to do, 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 contract unless Company so elects. Otherwise, upon payment by the Customer of the amount it is in arrears, the contract 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 contract.

11. The Customer agrees that during the life of this contract 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 contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns.

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

KENTUCKY AND WEST VIRGINIA POWER COMPANY, INCORPORATED

By *J. B. Rogers*
Vice President

ATTEST:
W. B. Barnett
Asst. Secy. ~~Secretary~~

EMPEROR COAL COMPANY

ATTEST:

~~CLERK OF RECORD~~

By *B. C. [unclear]*
Vice President ~~SECRET~~
By _____
~~CLERK OF RECORD~~

FILED
APR 26 1954
PUBLIC SERVICE COMMISSION