## FILED

DEC 9 1983

PUBLIC SERVICE COMMISSION

## AGREEMENT FOR PURCHASE OF POWER

This CONTRACT and AGREEMENT made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 1983, between CUMBERLAND VALLEY RURAL ELECTRIC COOP-ERATIVE CORPORATION, Gray, Kentucky 40734 (hereinafter called the "SELLER"), and MR. and MRS. JAMES CORUM, Stoney Fork, Kentucky 40988 (hereinafter called the "CONSUMER"), as individuals.

## WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at his tree farm located on Abners Branch in Harlan County, Kentucky approximately 1 1/2 miles from the Sellers nearest power line on Kentucky Highway 221 in Harlan County, Kentucky up to 25 KVA upon the following terms and conditions:

1. SERVICE CHARACHERISTICS

Service hereunder shall be alternating current, single phase, sixty cycles, 120/240 volts.

2. CONSTRUCTION OF POWER LINE

a. The Consumer agrees to procure at least a six foot (6') rightof-way easement from the Harlan County Fiscal Court upon which the power line hereinafter shall be constructed. If it becomes necessary to obtain an easement from private land owners, the Consumer agrees to assume the responsibility of obtaining an easement or easements over said property or properties. The Consumer agrees to hold the Seller harmless from any liabilities on clearing the above described rightof-way and obtaining such easements.

b. The Consumer shall clear and supervise the clearing of the rightsof-way from the Sellers existing facilities on Kentucky Highway 221 to his tree farm at which point he wishes to receive service.

c. The Consumer further agrees to assume all liabilities, if any, concerning the said rights-of-way whether it be County property or private property.

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DEC 1 9 983 PURSUANT TO 807 KAR 5:011, SECTION 9 (1) d. The Consumer agrees to supervise the Sellers engineers in staking the power line upon the right-of-way and see at all times that there are no encroachments upon the property of other any and all property along said rightsof-way.

e. The Consumer agrees to supervise the construction of the power line and make sure there are no encroachments on the property of others.

f. The Consumer agrees to pay \$158.00 per month for a period of ten (10) years in lieu of Advancing Aid to Construction.

g. The Consumer agrees that all KWH's used will be billed on Schedule I as filed with the Public Service Commission. This rate may be changed from time to time with the approval of the Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives all as of the day and year first above written.

CUMBERLAND VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION

Manager

Secretary

Consume

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

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