

THIS AGREEMENT, made this the 6th day of December, 1962, by and between KINGSPORT UTILITIES, INCORPORATED, a Virginia corporation authorized to do business in the State of Tennessee, party of the first part, hereinafter called "the Company", and TOWN OF MOUNT CARMEL, a municipal corporation of the State of Tennessee, party of the second part, hereinafter called "the Town";

WITNESSETH:

That for the consideration and upon the terms hereinafter set out, the parties hereto agree as follows:

The Company agrees to supply all material and install complete, in accordance with good engineering and lighting practices, and maintain in a proper manner 88 7000 Lumen Mercury Vapor Lights ("the Lights").

Said lights are to be installed on the Company's overhead wood pole distribution facilities located in the public streets within the municipal limits of said Town and on the north side of Highway No. 11-W adjacent to the Town, outside of that portion of said Town area presently being served by the Holston Electric Co-operative, at locations approved by the Board of Mayor and Aldermen of the Town.

In addition to the above 88 lights contracted for, the Company also agrees to furnish and install additional lights of the same size at locations within said service area as the Board of Mayor and Aldermen of the Town may direct at the same price as herein provided for the initial installation.

It will be necessary for the Company to obtain the equipment covered by this agreement. The Company will obtain and install said equipment as soon as it can, in the exercise

of reasonable diligence, and the equipment becomes available.

The charges for said 88 lights payable by the Town to the Company shall be Three Dollars and Ten Cents (\$3.10) per light per month calculated from the date each said light is installed and placed in use.

The Company will render its bill on or about the 1st day of each month for the street light services furnished under this agreement during the preceding month. Each bill shall be payable within thirty (30) days from the date of the bill at a discount of two per cent (2%) from the above stated charge, but if not paid in the time stated, said discount shall not be allowed.

All street lighting service under this agreement shall be all night every night service.

All service and necessary maintenance of the lights will normally be performed by the Company during its regular scheduled working hours. Burned out lights will normally be replaced by the Company within twenty-four (24) hours after notified by the Town.

In the event any such light is located in close proximity to any customer of the Company now using dusk to dawn lights, the Company will remove and relocate one (1) time, at its own expense, the dusk to dawn lights of such customer if requested by the customer so to do.

This agreement shall continue in force until the 14th day of August, 1992.

WITNESS the signature of Kingsport Utilities, Incorporated, by its Vice-President, and its corporate seal hereto affixed, attested by its ^{Assistant} Secretary, and the signature of the Town of Mount Carmel by its Mayor, and the corporate seal of said Town hereto affixed, attested by its Recorder,

to this agreement in duplicate, this the date first above written.

KINGSPORT UTILITIES, INCORPORATED

By

[Signature]
Vice-President

Attest:

[Signature]
Asst. Secretary

TOWN OF MOUNT CARMEL

By

W. J. Marshall
Mayor

Attest:

[Signature]
Recorder

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KINGSPORT UTILITIES, INCORPORATED

BY: s/ J.E.Wright, Vice-President

Attest:

TOWN OF MOUNT CARMEL

BY: W.J. MARSHALL, Mayor

Attest:

Henry Hurd, Recorder

ORDINANCE NO. 9

Holston Co-Op Franchise for Street Lighting in Block
City.

Minutes 12-6-62

1-3-63

2-7-63

(This ordinance is missing -)

ORDINANCE NO. 10

Holston Co-Op Franchise Electric power to section of Block City

Minutes 2-7-63 - First reading

No record of Second reading or Third Reading in minutes.

(This ordinance is missing-)



Ordinance 8



An investor-owned Public Utility
422 BROAD STREET — KINGSFORT, TENNESSEE

January 8, 1963

Mr. W. J. Marshall, Mayor
Town of Mount Carmel
Mount Carmel, Tennessee

Dear Mr. Marshall:

We attach executed copies of the agreement and Ordinance No. 8 covering the 88 street lights recently installed in your city.

Again, we wish to thank you and your council and other interested people for the excellent spirit of cooperation in getting this lighting installation accomplished. We are certain that it will be an asset in the further development of your good community.

Yours very truly,

C. J. Bryan
Assistant General Manager

CJB:W
Attachments

cc: Mr. J. E. Wright