



FLOYD COUNTY BOARD OF EDUCATION  
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Sherry Robinson- Chair - District 5  
William Newsome, Jr., Vice-Chair - District 3  
Linda C. Gearheart, Member - District 1  
Dr. Chandra Varia, Member- District 2  
Rhonda Meade, Member - District 4

**Consent Agenda Item (Action Item):** Consider/Approve Kentucky Power's Contribution in Aid of Construction agreement for installing a 3-phase primary extension service to the Betsy Layne HS Baseball Field.

**Applicable State or Regulations:** Capital Construction Process 702 KAR 4:160.

**Fiscal/Budgetary Impact:** The cost of service is \$10,464.99.

**History/Background:** This is the electrical service needed for the Baseball Field.

**Recommended Action:** Approve Contribution in Aid of Construction agreement with Kentucky Power Co.

**Contact Person(s):**

Linda Hackworth  
Facility Support Coordinator  
(606) 874-2435

  
Facility Support Coor.

  
Superintendent

**Date:** December 7, 2020



A unit of American Electric Power

Kentucky Power  
3249 North Maya Trail  
Pikeville, KY 41501  
KentuckyPower.com

November 25, 2020

Floyd County Board of Education  
422 KY Route 550  
Eastern, KY 41622-6926

Gentlemen:

Enclosed for signature is Kentucky Power's **Contribution in Aid of Construction** for installing a 3-phase primary extension to the new, in construction, Betsy Layne Baseball Field located on Bobcat Blvd in Betsy Layne, KY.

Please sign the enclosed agreement and include a check for \$10,464.99 in the enclosed addressed envelope and mail to our Ashland office.

Should you have any questions, feel free to call me at (606) 437-3128 in Pikeville.

Sincerely,

Timothy R. Hall  
Technician

Enclosures

# Kentucky Power Company

## Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

Floyd County Board of Education  
Service: 554 BOBCAT BLVD  
STANVILLE, KY

Contract #: DWMS00000505985

Work Request #: 78123677

Date: 11/25/2020

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: 3PH EXTENSION TO SERVE BASEBALL FIELD

Additionally, the Customer has requested Premium Service as follows:

Kentucky Power Company (hereinafter referred to as "Company") agrees to INSTALL FACILITIES

**Customer agrees to PAY COST OVER ONE YEARS ANNUAL REVENUE**

**In accordance with the Company's terms and conditions as filed with the Kentucky Public Service Commission the Customer agrees to pay Kentucky Power Company as follows.**

1. \$10,464.99 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 02/23/2021, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

**The quoted price will be valid until 02/23/2021**

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer

Company

By \_\_\_\_\_

By Timothy Hall

Signature: \_\_\_\_\_

Signature: THH

Title: \_\_\_\_\_

Title: Technician

Date: \_\_\_\_\_

Date: 11-25-20