



Resolution 03-16-1988

WHEREAS, the Utah Power & Light Company submitted its Electric Service Agreement to the City of Rexburg as its customer, such agreement being dated March 16, 1988, and providing for electric service for the City's Signal light operation at or near Rexburg under the provisions of the company's Rate Schedule No. 23, and for the term of ten years together with other provisions set forth in said contract.

NOW, THEREFORE, be it resolved that the Mayor and City Clerk be and they are hereby authorized to sign said Electric Service Agreement on behalf of the City of Rexburg, Idaho.

A motion was made by Glen Pond for the City to accept the resolution and authorize the Mayor to sign the agreement. Seconded by Bruce Sutherland. All Aye.

This Agreement, made and entered into the 16 day of March, 1988, by and between UTAH POWER & LIGHT COMPANY, a Utah Corporation, herein called "Company" and City of Rexburg, Idaho Corporation, herein called "Customer" for electric service for Customer's signal light operation at or near Rexburg in Madison County, State of Idaho in the amounts stated below, under the provisions of Company's Rate Schedule No. 23, or its superseding Rate Schedule, and for a term of 10 years from the date of commencement of service hereunder.

Power and energy delivered hereunder shall be in the form of (1) Single phase alternating current, at approximately 60 hertz and 120/240 volts.

Customer shall begin and continue to purchase throughout the term of this Agreement Firm Power at one point of delivery, and in time periods shown which amounts will be termed "Contract Demand" as used in this Agreement, together with associated energy; and Company shall have no obligation to supply power in excess of the amounts shown.

Dates

Contract Demand KW

Contract Term

7

"Demand" for billing purposes shall be in KW of Firm Power as shown or computed from readings of Company's demand meters for the fifteen (15) minute period of Customer's greatest use during the month adjusted for Power Factor, determined to the nearest KW.

In order of more fully express the agreements of the parties, and the terms and conditions of service hereunder provided, an extension as defined in Electric Service Regulation No. 10 is necessary to meet Customer's requirements and said Regulation is hereby made a part hereof. It is, therefore, provided that:

- (a) In consideration for the special investment by the Company to supply service hereunder, Customer guarantees net minimum annual payments for service under the provision of said Electric Regulation No. 10 in the sum of \$ none payable each year for five years beginning with commencement of service or 60 days after extension is completed, whichever occurs first, without regard to the amount of electric energy actually consumed.
- (b) The company acknowledges receipt from the Customer of \$ none, which sum has been advanced and will be credited in accordance with said Electric Service Regulation No. 10.

The Provisions on the reverse side of this document are an integral part of this agreement.

Customer shall not assign this Agreement to any Successor without the written consent of the Company. If assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer.

This Agreement merges and supersedes all prior negotiations, representations, and Agreements either oral or written between the parties hereto relating to the subject matter thereof and constitutes the entire contract between the parties.