

## CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement ("Agreement") is entered into this 22 day of October 2012, by and between Enterprise, Utah ("City"), whose address is 375 South 200 East, Enterprise Utah 84725; Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation ("RMP"), whose address is 201 South Main Street, Suite 2400, Salt Lake City, Utah 84111; and Leslie A. Barlow ("Customer") whose address is 99 North 100 West Enterprise, Utah 84725 (collectively referred to herein as the "Parties"). This Agreement shall be effective upon the date of the last signature affixed hereto.

In the context of the recitals and background and in consideration of the promises and conditions set forth in this Agreement, the Parties agree as follows:

### ARTICLE 1. RECITALS AND BACKGROUND

- 1.1 RMP is a provider of wholesale and retail electric service in the state of Utah. RMP's retail certificated service territory encompasses an extensive portion of the state of Utah.
- 1.2 City is a municipal provider of retail electric service within the municipal boundaries of the City.
- 1.3 Customer has requested electrical service from the City for an Irrigation Pivot located at 550 North 800 East, Enterprise, Utah 84725 ("Customer Load"). The Customer Load is located outside the municipal boundaries of the City within RMP Service Territory.
- 1.4 RMP currently has in place distribution facilities located approximately 2000 from the Customer Load. RMP has estimated the cost to extend distribution service facilities to the Customer Load to be approximately \$15,000.
- 1.5 The City has in place distribution facilities located approximately 15 feet from the Customer Load. The City has estimated the cost to extend distribution service to the Customer Load to be \$6,400.

### ARTICLE 2. AGREEMENT REGARDING SERVICE

- 2.1 The Parties agree that in consideration of the relative service extension costs of RMP and the City to provide service to the Customer Load, RMP consents to the City serving the Customer Load that is located within RMP Service Territory subject to the other terms and conditions of this Agreement.

### **ARTICLE 3. LIMITATIONS**

**3.1** The Parties agree that except as noted in this Article, this Agreement applies only to the Customer Load.

**3.2** The Parties agree that the certificated territory of RMP shall remain unchanged and that certificated territory is neither given up nor acquired by RMP as a result of this Agreement. RMP will at all times retain all legal and regulatory rights to serve loads in the geographic location identified in its certificate of public convenience and necessity. The City will at all times retain all legal rights to serve loads within its municipal boundaries.

**3.3** In the event the Customer, or any subsequent owner of the Customer Load expands further into the RMP Service Territory in either a contiguous or non-contiguous fashion, RMP will retain legal and regulatory rights to serve the expanded load in its territory as afforded in its certificate of public convenience and necessity, and the City will not serve the expanded load without the written consent of RMP.

**3.4** The Parties agree that regardless of the size of the Customer Load, the City's service to the Customer Load within the RMP Service Territory may be temporary and is subject to the election of RMP or the City to provide or continue to provide service to the Customer and the election of the Customer, or any subsequent owner of the Customer Load, to receive service from RMP to the Customer Load.

**3.5** The Parties agree that RMP may request at any time, and the City shall provide to RMP upon request, load and energy usage information concerning the Customer Load.

### **ARTICLE 4. IMPLEMENTATION**

**4.1** The Parties agree that the City may provide service to the Customer Load in the RMP Service Territory in accordance with this Agreement coincident with the Order of the Utah Public Service Commission ("Commission") approving this Agreement.

### **ARTICLE 5. TERMINATION**

**5.1** This Agreement shall terminate upon the occurrence of either of the following:

**5.1.1** The Customer, or any subsequent owner of the Customer Load gives written notice to the City and to RMP that it no longer wishes to be served by the City. This Agreement will terminate six-months following such notice unless all parties agree to an earlier termination date. In the event of termination under this Article 5.1.1, and subject to the Customer signing a service agreement to receive electric service from Rocky Mountain Power, RMP will purchase from the City any of the functioning and in-service electric distribution facilities owned by the City and used solely to serve the Customer Load that will be used by RMP in providing service to the Customer Load, whether in the service territory of RMP

or the City, at the City's depreciated replacement cost. Further, if there are any functioning and in-service electric distribution facilities owned by the City that are used solely to serve the Customer Load, whether in the service territory of RMP or the City, that are not useful to RMP in providing service to its customers and that the City does not wish to retain, the Customer will be obligated to reimburse the City for such facilities at the City's depreciated replacement cost plus any costs to the City to remove the facilities less any salvage value of the facilities.

**5.1.2** RMP provides the City and Customer six-months written notice of RMP's intent to terminate this Agreement and to begin serving the Customer Load. This Agreement will terminate six-months following such notice unless all parties agree to an earlier termination date. In the event of termination under this Article 5.1.2, and subject to the Customer signing a service agreement to receive electric service from Rocky Mountain Power, RMP will purchase from the City any of the functioning and in-service electric distribution facilities owned by the City and used solely to serve the Customer Load, whether in the service territory of RMP or the City, at the City's depreciated replacement cost. Further, if RMP purchases any of the functioning and in-service electric distribution facilities owned by the City, whether in the service territory of RMP or the City, that are not useful to RMP in providing service to its customers, RMP may remove such facilities at its own expense.

**5.2** Notwithstanding anything to the contrary herein, Customer, or any subsequent owner of the Customer Load, shall not be exempt from conditions and terms of service as approved by the Commission in RMP's tariffs and regulations.

## **ARTICLE 6. NOTICE**

**6.1** Any notice required to be given hereunder shall be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, to the Parties hereto at their respective addresses as follows:

**City:**

Adam Bowler, City Administrator  
Enterprise City  
PO Box 340  
375 South 200 East  
Enterprise, Utah 84725

**Customer:**

Leslie A. Barlow  
PO Box 194  
99 North 100 West  
Enterprise, Utah 84725

**Rocky Mountain Power:**

Rocky Mountain Power  
Attn: Service Area Manager  
201 South Main Street, Suite 2300  
Salt Lake City, Utah 84111

With a copy to:  
Rocky Mountain Power  
Attn: General Counsel  
201 South Main Street, Suite 2400  
Salt Lake City, Utah 84111

**6.2** Any party may change the address to which notices are to be sent by providing notice to the other Parties of the change.

**ARTICLE 7.  
OTHER COVENANTS, REPRESENTATIONS, AND CONDITIONS**

**7.1** The Parties agree that this Agreement reflects unique circumstances relevant to the Customer Load and, therefore, should not be considered by the Commission in any pending or future deliberation, decisions, and orders except a proceeding to enforce this Agreement.

**7.2** The Parties agree that this Agreement represents a compromise in the positions of all Parties. As such, evidence of conduct or statements made in the negotiations and discussions held in connection with this Agreement shall not be admissible as evidence in any proceeding before the Commission or a court of competent jurisdiction. All negotiations relating to this Agreement are privileged and confidential.

**7.3** This Agreement is conditioned upon Commission review and approval. In the event that the Commission rejects or materially modifies this Agreement, or otherwise refuses to endorse and approve the provisions of this Agreement, or, should this Agreement or any of its provisions be disapproved by any court of competent jurisdiction, then no Party shall be bound by the terms of this Agreement. Rather, in that event, each of the Parties shall be entitled to present in pleadings, applications, testimony, and exhibits, the positions that it determines best represents its individual interests.

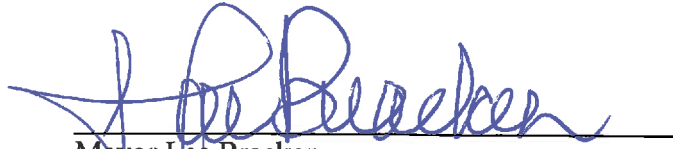
**7.4** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**7.5** The Parties agree that the Agreement is in the public interest and that the terms and conditions set forth herein are reasonable and just, and the Parties agree to advocate in good faith, subject to any conditions set forth herein, that the Commission approve this Agreement in its entirety.

**7.6** Execution of this Agreement shall not be deemed to constitute an acknowledgment by any of the Parties of the validity or invalidity of any particular method, theory or principle of regulation. The Agreement shall not be admissible as evidence in any other proceeding and no Party shall be deemed to have agreed that any principle, method or theory of regulation employed in arriving at this Agreement is appropriate for resolving any issue in any other proceeding.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates below.

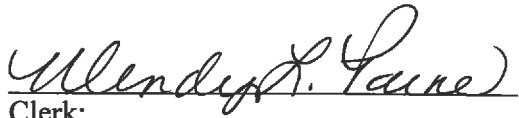
ENTERPRISE CITY



Mayor Lee Bracken

Dated this 23<sup>rd</sup> day of Oct 2012

Attest:



Clerk:

ROCKY MOUNTAIN POWER

\_\_\_\_\_  
Mark C. Moench  
Senior Vice President and General Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

CUSTOMER



Leslie A. Barlow

Dated this 23<sup>rd</sup> day of Oct 2012

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates below.

ENTERPRISE CITY

\_\_\_\_\_  
Mayor Lee Bracken

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Attest:

\_\_\_\_\_  
Clerk:

ROCKY MOUNTAIN POWER

  
\_\_\_\_\_  
Mark C. Moench

Senior Vice President and General Counsel

Dated this 31<sup>st</sup> day of Oct. 2012

CUSTOMER

\_\_\_\_\_  
Leslie A. Barlow

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_