

PSC54GAS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: PUBLIC SERVICE COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GAS MAIN EXTENSION FOR
LINCOLN PARK, 12TH STREET, AND TELLER AVENUE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1954

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Extension No. WG-23
 District..... Folio.....

AGREEMENT
GAS MAIN EXTENSION
 Residential and Small Commercial Service

THIS AGREEMENT, made in duplicate at Grand Junction, Colorado, this 2nd day of July, 1954,
 by and between PUBLIC SERVICE COMPANY OF COLORADO, hereinafter referred to as "Company," and.....
City of Grand Junction..... hereinafter referred to as "Customer," WITNESSETH:

WHEREAS, Customer has requested Company to supply gas service to the premises of Customer located at.....
Lincoln Park, 12th and Teller Ave, Grand Junction, Colo......, and

WHEREAS, to supply gas service at said location requires either (1) the construction and extension of Company's gas distribution facilities for the direct benefit of Customer, the estimated cost of which is in excess of Company's free construction allowance, or (2) a connection to an extension upon which construction deposits have been advanced by other customers, a portion or all of which deposits remain unrefunded.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises of the parties hereto:

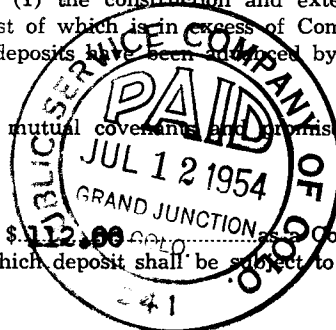
CUSTOMER AGREES:

1. To advance to Company at the time of executing this agreement \$112.00 Construction Deposit applicable to the gas main extension from which Customer is to be supplied, which deposit shall be subject to refund, without interest, as hereinafter set forth.
2. That the extension upon which Customer made deposit hereunder shall be closed and no further refunds paid to Customer from and after five (5) years immediately following the date of its completion, or sooner if the Construction Deposit has been fully refunded or if service from said extension has been terminated.
3. To advise Company in writing of any proposed assignment of this agreement, giving name and address of assignee, and to obtain Company's written approval before such assignment is made.
4. To execute Company's standard right-of-way agreement granting, free of charge to Company, such rights-of-way across Customer's premises as may be required for Company's gas facilities.

COMPANY AGREES:

1. To construct with reasonable promptness (subject to the availability of labor and materials and to prior commitments for service to other customers) the gas distribution facilities necessary to supply gas service and to notify Customer when service is available.
2. For each additional residential or small commercial customer connected directly to said extension upon which Customer has made a Construction Deposit hereunder, Company will refund One Hundred Dollars (\$100.00) plus an amount equal to the deposit made by each said additional customer; provided that Company has connected to said extension at the time of such additional connection a number of customers equal to the number of applicants on which was based the determination of free construction allowance and total construction deposit and/or upon which extension Company has received construction deposits equal to the total cost in excess of the free construction allowance. No refunds shall be made for the connection of large commercial or industrial customers. For each subsequent gas main extension connected directly to said extension, Company will refund One Hundred Dollars (\$100.00) irrespective of the number or class of customers to be served therefrom. In the event that more than one customer made deposit upon the initial extension, the refunds shall be prorated among those customers participating in the ratio of each customer's deposit to the total deposit.

Refunds will be made once each year during the refund period at a time to be determined by Company. The Company will declare the extension closed at the end of five years from the date of completion of said extension and will pay no refunds for connections made thereafter, or after the Construction Deposit is fully repaid if such occurs at an earlier date, or after service from the extension has been terminated.



IT IS MUTUALLY AGREED that the application and interpretation of this agreement shall be in accordance with Company's Gas Service Connection and Main Extension Policy as now on file and in effect and applicable to the location herein stated and that said Policy constitutes a part of this agreement and is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO

CUSTOMER

By *D.A. Malone J. Lewis*

Name City of Grand Junction
Owner-Tenant

Approved *[Signature]*

By *W.D. Payne City mgr.*

Mailing Address.....

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*Agreement from gas
main extension to
Pavilion Park
9-2-54*

No. 3686