

PSC94ATO

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: PUBLIC SERVICE COMPANY

SUBJECT/PROJECT: ATO FACILITIES WITH RESERVED ELECTRICAL
CAPACITY FOR PERSIGO WASTEWATER TREATMENT PLANT, 2145 RIVER
ROAD.

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

**ATO Facilities With
Reserved Electrical Capacity**

THIS AGREEMENT, made and entered into this 30th day of June, 1994, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, hereinafter referred to as "Company", and The City of Grand Junction, a municipality, whose service address is 2145 River Road, and mailing address is 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "Customer",

WITNESSETH:

WHEREAS, Company is presently furnishing electric energy and electric service to Customer under the terms, conditions, rules and regulations of Company's Electric tariff on file and in effect from time to time with The Public Utilities Commission of the State of Colorado, and

WHEREAS, Customer has requested Company to provide excess electric facilities for the purpose of automatic load transfer to a second source of electric supply, in the event of loss of delivery of electric power and energy from Customer's principal source of electric supply. Such excess electric facilities, including any necessary reinforcement of Company's facilities, shall hereinafter be called "ATO Facilities", and

WHEREAS, Customer desires to reserve for Customer's use, a certain portion of electrical capacity from the alternate source, and

WHEREAS, Customer is willing to pay a monthly surcharge to offset Company's ongoing ownership costs, including operating and maintenance costs of said ATO

Facilities, and facilities necessary to reserve said electrical capacity, and

WHEREAS, Company and Customer desire to enter into this Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Purpose of this Agreement. This Agreement is supplemental to the standard contract for electric service between Company and Customer for initial service, and is for the express purpose of setting forth Company's and Customer's requirements and promises concerning only the ATO Facilities, the related delivery of electric energy and electric service through the second source of electric supply and the reserving of electrical capacity in the second source of electric supply for Customer.

2. ATO Facilities. The ATO Facilities are shown on Exhibit A attached hereto and made a part hereof. Customer hereby agrees that the ATO Facilities shown on Exhibit A are adequate for the satisfactory operation of Customer's equipment during outages on the principal source of electric supply to Customer. The ATO Facilities shown on Exhibit A provide automatic load transfer to an alternate source when the initial electric source voltage is lost for any reason. It is hereby recognized by Customer that the ATO Facilities will not guarantee non-interruptible service. Customer further recognizes that normal operation of ATO Facilities will cause momentary voltage variations of electric energy during load transfer. Customer agrees that Company shall not be liable for any losses sustained by Customer due to such variations or any malfunction of the ATO Facilities.

3. Specifications. All electric energy and electric service to be delivered by Company to Customer by means of the ATO Facilities during outages

on the principal source of electric supply shall be in the same form, (three-phase alternating current at a frequency of approximately 60 hertz and a nominal voltage of 13,200 volts) as required by Customer from said principal source of electric supply.

4. Facilities Provided by Company. Company will design, install, own, operate and maintain the ATO Facilities including all apparatus necessary to deliver and measure electric energy and electric service supplied through such ATO Facilities. Customer ownership begins at the load side bus of the primary meter. Company agrees to install the ATO Facilities with reasonable promptness, subject to the availability of labor and material and prior commitments to other customers.

Such ATO Facilities are designed to accommodate an initial load of 1092 KW, and a future demand not to exceed 1400 KW. Company agrees to reserve for Customer said future KW demand of electrical capacity in the alternate source of electric supply, subject to Section 9 hereinafter. Electrical capacity shall be reserved by Company assuming a power factor of not less than 90 percent lagging at Company's metering point.

5. Facilities Provided by Customer. As a benefit to Customer and Company, Customer will provide and install a telephone line to the ATO facilities for the purpose of remote monitoring of said ATO facilities. As a minimum, a non-dedicated, low traffic telephone line would be required. The remote monitoring feature will provide twenty-four hour alarm indications to Company operations personnel.

6. Right to Locate Facilities. Customer hereby grants to Company the right to use premises of Customer at locations satisfactory to Company and Customer for the purpose of installing, maintaining, and operating the ATO Facilities and

for the related purposes, and agrees to confirm required rights-of-way by separate instrument without cost to Company if so requested by Company.

7. Maintenance and Operation of ATO Facilities. Company will perform maintenance inspections on the ATO Facilities owned by the Company. All testing and maintenance inspections will be performed during Company's normal working hours. If Customer requests that special arrangements be made for testing and maintenance to be performed outside of Company's normal working hours, Customer will be required to pay the difference between regular and overtime pay. Any required replacement parts and related labor will be paid for and furnished by the Company if such required replacement parts are necessary due to normal wear.

Customer agrees to pay Company the costs incurred by Company for replacement parts and related labor necessitated by any incident resulting from Customer negligence. Any Company caused incident requiring replacement parts and related labor will be paid for and furnished by Company at no additional cost to Customer.

Customer will not operate, adjust or otherwise trespass upon the ATO Facilities, but will notify Company of any needed maintenance or adjustments if and as soon as same is discovered by Customer.

8. Customer's Monthly Surcharge. Effective with completion of the ATO Facilities and related equipment to provide duplicate service, and continuing thereafter, Customer shall pay Company a monthly surcharge to offset the ongoing ownership costs to Company of the ATO Facilities and the facilities necessary to reserve said electrical capacity in the second source of electric supply. Such surcharge shall be subject to change upon 30 days' notice to Customer by Company to reflect changes in maintenance cost or other ongoing ownership charges. The monthly surcharge initially applicable hereunder is **Seven hundred seventy**

dollars, (\$770.00).

The Customer's Monthly Surcharge will be included on Customer's monthly statement for electric energy and electric service.

9. Additional ATO Facilities. If Customer's requirements increase beyond the reserved KW capacity amount stated in Section 4 above, necessitating additional reserved capacity, additional ATO Facilities or replacement of the ATO Facilities covered under this Agreement, Customer will be required to pay Company for the added investment in the ATO Facilities, for the cost of the additional reserved capacity, and a monthly surcharge to offset the ongoing ownership costs to Company of the total investment in the ATO Facilities and the facilities necessary to reserve the total electrical capacity in the second source of electric supply under the new agreement to be executed by the parties. This Agreement will terminate with the effective date of the new agreement. Alternately, Customer may terminate this Agreement as provided hereafter.

10. Liability. Company shall not be liable for failure or fault in delivery or total or partial interruption of service through the ATO Facilities caused by accidents, labor troubles, the forces of nature, the authority and orders of government and other causes or contingencies of whatever nature beyond the reasonable control of Company, or which reasonably could not have been anticipated and avoided. Each party shall save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the point of delivery supplied by the ATO Facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, servants, agents or

employees, and in the event of concurrent negligence there shall be contribution; and provided further, that each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

11. Term-Effective Date. This Agreement shall be in force and effect from the date hereof, and shall remain in force so long as such ATO Facilities remain in place to serve Customer.

12. Termination. Customer may terminate this Agreement on 30 days' written notice to Company, provided, however, that such termination shall not relieve Customer of the obligation to pay Company any amounts owed to Company under the terms of this Agreement.

13. Assignment-Consent. This Agreement shall not be assignable by either party without written consent of the other party.

14. Jurisdiction. This Agreement is subject to Company's Rules and Regulations for Electric Service as on file and in effect from time to time with The Public Utilities Commission of the State of Colorado.

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

CITY OF GRAND JUNCTION

PUBLIC SERVICE COMPANY OF COLORADO

By: Mark Achen
Mark Achen, City Manager
City of Grand Junction

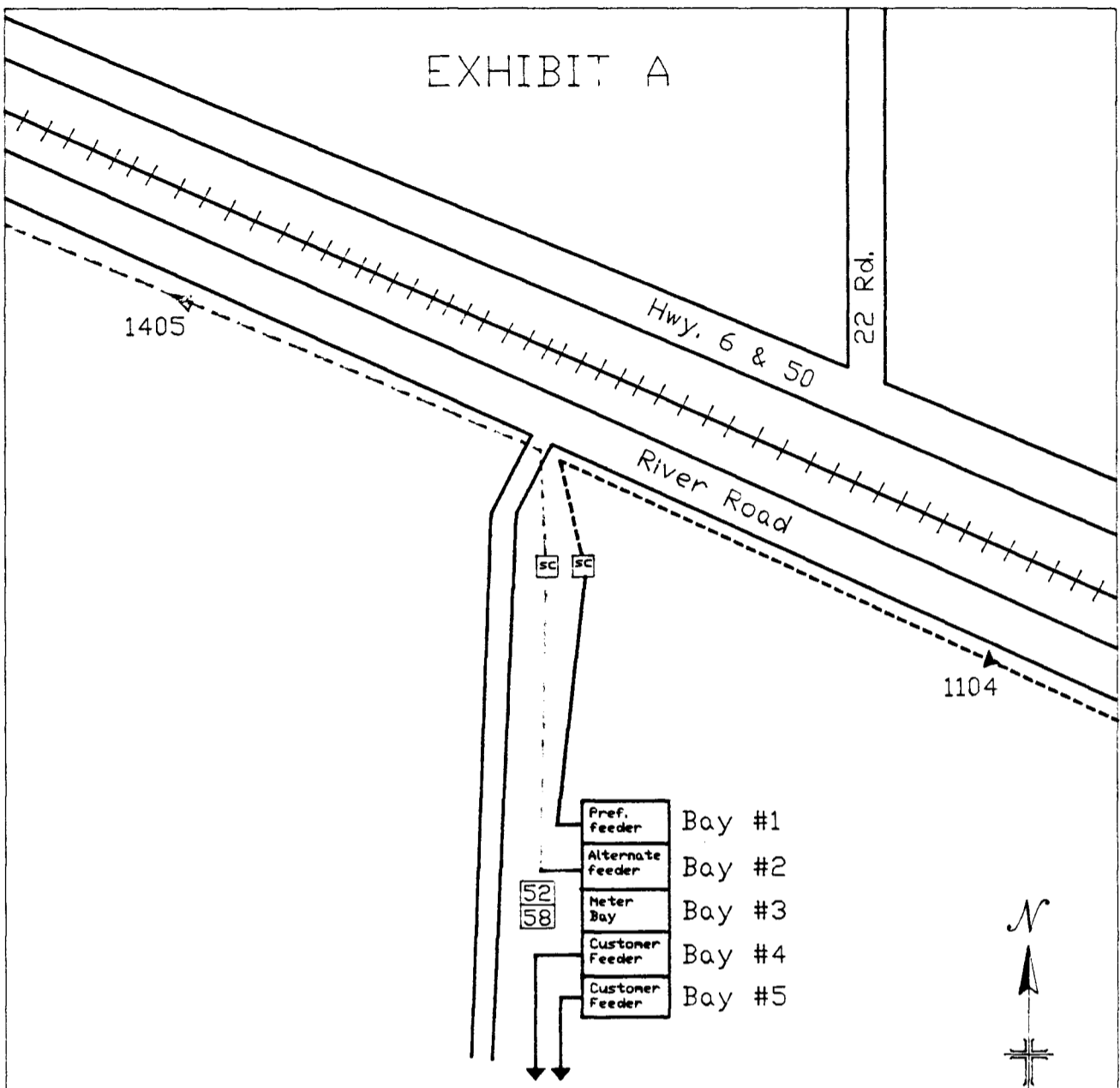
By: Joseph C. Helbert
Manager, Western Division

ATTEST



Stephanie Nye by Theresa J. Martens
Stephanie Nye, City Clerk Theresa J. Martens, Deputy City Clerk
City of Grand Junction

PUBLIC SERVICE CO. OF COLORADO
ELECT. DIST. ENG. DEPT.



Public Service owns Bays 1, 2 & 3
Customer owns Feeder Bays 4 & 5.
Customer is responsible for the
replacement of fuses in Bays 4 & 5.

7-19-93

ORDER NUMBER		DATE	APPROVAL		DATE	MAP NO.	SEC. 36	TWP. 1N	RGE. 2W	GRID NUMBER			
C.R.E.G.S.NO.			ENGR.	Meininger						VER.	HOR.	VER.	HOR.
W.O./J.O.NO.	41-75166		EST.			FEEDER NO. 1104, 1405							
M.S.T.&T.NO.			APPVD	Carman		ESTIMATED MAN HOURS				SHEET 1 OF 1			
DESCRIPTION EXHIBIT A - PERSIGD WASTEWATER TREATMENT PLANT													
2145 RIVER RD.													

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