

RESOLUTION No. 2019-R-44

**A RESOLUTION AUTHORIZING THE EXECUTION OF GENERAL SERVICES
CONTRACT BETWEEN MIDVALE CITY AND ROCKY MOUNTAIN POWER**

WHEREAS, Gardner Jordan Bluffs, L.C. (Developer), is constructing extensions of 8415 S 700 W through the Jordan Bluffs development site, and

WHEREAS, Midvale City requires the Developer to install a traffic-signal at the intersection of 8415 S 700 W; and

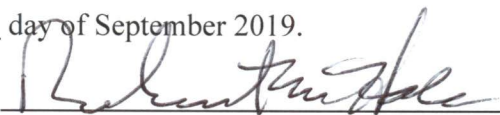
WHEREAS, the City will own and operate the traffic signals located at the intersection of 8415 S 700 W; and

WHEREAS, Rocky Mountain Power (RMP) requires the City to enter into a General Services Contract to provide power for the operation of the traffic signals; and

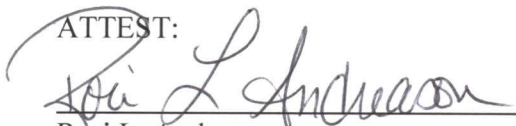
WHEREAS, the City has reviewed the General Services Contract for the provision of power to the Traffic Signals at the intersection of 8415 S 700 W

NOW THEREFORE BE IT RESOLVED BY MIDVALE CITY COUNCIL, that they do hereby approve the General Services Contract between Rocky Mountain Power and Midvale City and authorize the Mayor to execute the agreement, subject to any terms and conditions required by Midvale City's legal counsel.

APPROVED AND ADOPTED this 3rd day of September 2019.


Robert M. Hale, Mayor

ATTEST:


Rori L. Andreason,
City Recorder

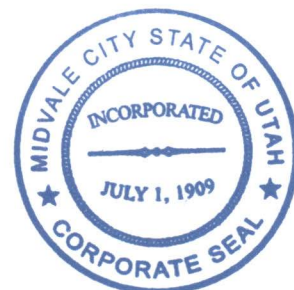
Voting by the City Council
Dustin Gettel
Paul Glover
Quinn Sperry
Paul Hunt
Bryant Brown

"Aye"

☒
☒
☒
☒
☒

"Nay"

☐
☐
☐
☐
☐





12840 Pony Express Road
Draper, Utah 84020

FEBRUARY 7, 2020

MIDVALE CITY HALL
ATTN. SHELLY REED
7505 S HOLDEN ST
MIDVALE, UT 84047

RE: **W/O # 6731994**
TRAFFIC SIGNAL

Dear Customer,

Enclosed please find your official record of the Contract for Customer's Project at or near:

8415 S 700 W, MIDVALE, UT

If you have any questions or concerns about this contract, please contact our Customer Business Center at 1-888-221-7070.

Sincerely,

Troy London
Estimating Department

(UT May2019)
Account #:33053056 001
Service ID #:019071790 001
Monthly

Heather Christiansen
C/C: 11431
Request #: 6731994
Contract #: 918121782

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
MIDVALE CITY CORP**

This General Service Contract ("Contract"), dated August 27, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **MIDVALE CITY CORP** ("Customer"), for electric service for Customer's traffic light operation at or near 8415 S 700 W, MIDVALE, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 1 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$1,177.28 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

PAID

X **Refund Option.** The total Customer Advance for this work is \$6,610.72, and the balance due is **\$6,610.72**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$6,360.72.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) **\$28.36 (the monthly facilities charge)** plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 15 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer

payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.
- Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** 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 CONTRACT. 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.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

MIDVALE CITY CORP

By *Robert M Hale*
signature
Robert M Hale Mayor
NAME (type or print legibly) TITLE
10 Sep 2019
DATE

Customer's Mailing Address for Executed Contract

Keith Ludwig
ATTENTION OF
7505 S HOLDEN ST
ADDRESS
MIDVALE UT 84047
CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By *Chris Carpenter*
signature
Chris Carpenter Manager
NAME (type or print legibly) TITLE
9-23-19
DATE

Rocky Mountain Power's Mailing Address for Executed Contract

12840 Pony Express Rd
ADDRESS
Draper, UT 84020
CITY, STATE, ZIP

EMAIL ADDRESS

Attest: *Rei L Anderson*
City Recorder



- BINGHAM JCT BLVD

7TH W

EXHIBIT "A"

SIGNED:

TITLE:

DATE:

12.5 3#4/0-AL

360213

SANDY PKWY

UG 1/0-TX
1-3" PVC

359280

280

1-1/2" PVC

360208

360207
112

30

STORAGE

359260


-AS↑

MDV12

(20)

10

Customer To Install All Conduits As Drawn Wit.
Schedule 40 PVC, With Fiberglass or Steel Long Sweep 90° Elbows & Is
Responsible For All The Excavation, Trenching, Sanding & The
Installation of All Underground Conduits & Vaults. Also Obtain
& Record Any Necessary Utility Easements or Rights-of-Way.

Foreman		Emp #	Job Start Date				
CC#	WO# / REQ#	Map String	Job Comp Date				
11431	006731994	11302001.0			1 OF 1		
CUSTOMER : Midvale City ADDRESS : 8415 S 700 W Midvale, HChristiansen			Circuit MDV12	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 28200	Print Date 08/27/19	Scale 1"=60'