

## AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made **September 19, 2017**, between **Boone Electric Cooperative** (hereinafter called the "Seller"), and **CITY OF COLUMBIA** (hereinafter called the "Consumer"), a **Corporation** (Corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to **45.0** kilowatts, upon the following terms:

### 1. SERVICE CHARACTERISTICS.

- a. Service hereunder shall be alternating current, **Three (3)** phase, and **120/208** volts.

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

### 2. PAYMENT.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and Conditions set forth in Schedule **B** attached to and made a part of this Agreement.
- b. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than **N/A** kilowatts for any billing period.
- c. In any event, the Consumer shall pay to the Seller a minimum of no less than **\$67.50** per month for service or for having service available hereunder during the term hereof. Unless otherwise specified the minimum amount due will be equal to **\$1.50/Kva** made available to the Consumer.
- d. Service will be made available for the Consumer on or before **September 19, 2017**.
- e. The initial billing period shall start when Consumer begins using electric power and energy, or 90 days after the service is made available to the consumer.
- f. The minimum charge as set shall commence 90 days from the date service is made available to the consumer.
- g. Bills for service hereunder shall be paid at the office of the Seller in Columbia, MO. Such payments shall be due 10 calendar days from the date of the bill. If the Consumer shall fail to make any such payment within 25 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 6 days notice to the Consumer of its intention to disconnect. However, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- h. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

### 3. MEMBERSHIP.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such policies, procedures and regulations as may from time to time be adopted by the Seller.



#### **4. CONTINUITY OF SERVICE.**

The Seller does not guarantee but shall use reasonable diligence to provide a continuous supply of electric power and to maintain voltage within reasonable limits. Seller's obligation to furnish electric power and energy, and delivery services, is subject to Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, insurrections, riots, lightning, earthquakes, fires, storms, floods, restraints of Federal, State, Local government, military authority, explosions, breakage of or accident to machinery, equipment or transmission or distribution lines, ability to obtain necessary materials, supplies, and any other forces which are not reasonably within the control of Seller, whether like or unlike those herein enumerated and which could not be reasonably avoided by Seller. Seller shall not be liable in tort or contract to Buyer for incidental, special or consequential damages caused by any discontinuity of service, high or low voltage, single phasing or any loss of phase to a three phase service or any other variation in service characteristics caused by any of the foregoing or any other cause beyond the reasonable control of Seller. Buyer acknowledges that Seller does not warrant the electric power provided to be free from voltage transients, blinks or outages. Buyer agrees to exercise due diligence and take all appropriate preventative measures to protect business continuity and all equipment or devices utilizing electrical service from potential harm from variations in electric service characteristics

#### **5. RIGHT OF ACCESS.**

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

#### **6. TERM.**

This Agreement shall become effective on the date first above written and shall remain in effect until 4 years following the date of **September 19, 2017**; the date service was made available and thence automatically renewed on a yearly basis. This agreement may, at the discretion of either party, be terminated by giving to the other party 30 days advance notice in writing. In the event of early termination, for any reason, certain provisions of this Agreement in accordance with Section 10, shall survive such termination.

#### **7. SUCCESSION AND APPROVAL.**

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

#### **8. DEPOSIT AND AID TO CONSTRUCTION.**

- a. The Consumer shall pay to the Seller the sum of **\$0** in aid to construction for the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities.
- b. The Consumer shall pay to the Seller the sum of **\$0** in deposit to secure credit with the Seller. This amount shall be returnable to the Consumer upon establishment of 3 years good payment history.
- c. No refunds shall be made to the Consumer of any portion of the deposit remaining upon early termination of this Agreement.

#### **9. ENGINEERING GUIDELINES AND SPECIFICATIONS.**

- a. **Power Factor Adjustment.** The consumer shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for consumers with 100 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

- b. **Code Restrictions.** All service entrances, electrical wiring, and any other electrical facility providing service to and into the facility are subject to inspection by Boone Electric Cooperative and the County of jurisdiction. These inspections will be as per the National Electric Safety Code and the National Electric Code as enforced on the date of service installation.
- c. **Motor Loads.** Any motor load over 10 horsepower will be required to utilize soft starts on request by the Cooperative

**10. SURVIVAL.**

Notwithstanding the termination of this Agreement for any reason, Sections 2(a), 2(b), 2(c), 8(a), 8(b) and 8(c) shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.



**DESCRIPTION AND LOCATION OF SERVICE**

<b>TYPE OF OPERATION:</b>	<b>SEWER LIFT STATION</b>
<b>USE OF SERVICE:</b>	<b>MOTORS,PUMPS</b>
<b>TOTAL MOTOR HORSEPOWER:</b>	<b>N/A</b>
<b>B.E.C. MAP LOCATION:</b>	<b>24-35-1-000-020-00</b>
<b>SERVICE LOCATION NUMBER:</b>	<b>320063</b>
<b>OWNER:</b>	<b>CITY OF COLUMBIA</b>
<b>PHYSICAL ADDRESS:</b>	<b>HWY PP</b>
<b>NEW SERVICE</b> <input checked="" type="checkbox"/>	<b>EXISTING SERVICE</b> <input type="checkbox"/>
<b>MEMBER NUMBER</b>	<b>76061</b>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

BOONE ELECTRIC COOPERATIVE  
Seller

\_\_\_\_\_  
Frank Glenn, Secretary

By: \_\_\_\_\_  
Joel Bullard, President

City of Columbia, Missouri  
\_\_\_\_\_  
Consumer

ATTEST:

By: \_\_\_\_\_  
Mike Matthes, City Manager

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title of Officer\*

*\*\*if other than president, vice president, partner or owner, a power of attorney must accompany contract.*

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

**BOONE ELECTRIC COOPERATIVE**

Computer Code "2"

**SCHEDULE B**

Three Phase Service Under 100 KVA

DATE TO BE EFFECTIVE: **August 1, 2017 Billing**

SCHEDULE APPLICABLE TO: Three phase service under 100 KVA

**AVAILABILITY**

Available to members requiring three phase service, and requiring 100 KVA or less transformer capacity, subject to the established rules and regulations of the Seller.

**CHARACTER OF SERVICE**

Three phase service 100 KVA or under, 60 Hertz, at available secondary voltages.

**MONTHLY RATE**

Service Availability Charge \$ 41.95 per month

First 600 kWh @ 9.1 cents per kWh

Next 1400 kWh @ 8.2 cents per kWh

Excess @ 7.9 cents per kWh

Sales tax not included

**SERVICE AVAILABILITY CHARGE**

The service availability charge under the above rates shall be \$ 41.95 per month. No kWh are included in this charge. The service availability charge shall be the monthly minimum.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge under the above rate shall be the service availability charge (sales tax not included) where ten KVA or less of transformer capacity is required. For members requiring more than ten KVA, the minimum monthly charge shall be increased by \$1.50 for each additional KVA or fraction thereof required. Where it is necessary to extend or reinforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities.

Three phase service will be rendered only after the following conditions are met when additional investment is required:

1. The member will give satisfactory assurance by means of a written agreement as to the character, amount and duration of the business offered.

SHEET 2 OF 2, SCHEDULE "B"

2. The member will guarantee a minimum monthly bill for the three phase service which will be computed on the basis of two percent of the additional investment, which includes the additional cost of transformer capacity necessary to make three phase service available. The minimum bill will be effective for a period of four (4) years from the date on which service commences. After this period the regular monthly minimum charge will be effective.
3. In no case, however, will the minimum bill for three phase service be less than the previously specified minimum monthly charge.

**ADJUSTMENTS**

In the event the wholesale cost of power increases or decreases above or below 5.56 cents per kWh sold, the foregoing retail charges may be increased or decreased by an amount sufficient to compensate for the change in the wholesale cost of power.

**TAXES**

The above rate shall be subject to an increase in proportion to the amount of new taxes or increased taxes which the Cooperative may hereafter be required to pay which are levied or increased by laws or ordinances which were not in effect on the effective date of this schedule.

**TERMS OF PAYMENT**

Bills are due ten (10) days after the billing date. Bills not paid 25 days after the billing date are subject to disconnection.