

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

WALLA WALLA COUNTRY CLUB,)	
)	
Complainant,)	DOCKET UE-143932
)	
v.)	
)	
PACIFIC POWER & LIGHT)	
COMPANY,)	
)	
Respondent.)	
_____)	

EXHIBIT NO. RBD-__CX

PACIFIC POWER GENERAL SERVICE CONTRACTS

August 27, 2015

(WA 02/99)
 Service ID #:
 R/C:

Contract #:
 Request #:

**PACIFIC POWER & LIGHT COMPANY
 IRRIGATION SERVICE CONTRACT**

This Contract, dated _____, is between PacifiCorp, dba Pacific Power & Light Company (Company) and _____ (you or your) for electric service for your _____ hp Irrigation Pumping Operation located at or near _____, Washington.

Company's filed tariffs and the rules of the Washington Utilities and Transportation Commission regulate this Contract. They are available for review at your request.

1. **Term.** This Contract becomes effective when both you and Company have signed it, and will remain in effect for five (5) years.
2. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to your facilities.
3. **Customer Advance.** You agree to pay company the advance given in the selected option below. (Initial selected option on the blank space at the beginning of the option and pay the advance given in that option.)

_____ **Refund Option.** Your advance is \$ _____ and you remain eligible for refunds. Company will refund part of your advance if additional customers connect to the new line within sixty (60) months of the date company is ready to supply service. Company will refund 25% of the cost of the shared facilities for each of the first three additional customers. Company will try to inform you when a refund is due; however, you are responsible for requesting a refund.

_____ **Contract Administration Credit Option.** Your net advance is \$ _____. You choose to receive a Contract Administration Credit of \$250 and waive your right to refunds should additional customers connect to this line.

4. **Contract Minimum Billing.** You agree to Pay an annual Contract Minimum Billing during the first 5 years from the date Company is ready to supply service. The billing shall be the greater of: (1) the total of the schedule billing for the year; or, (2) \$ _____ plus eighty percent (80%) of the total schedule billings for the year. Billings will be based on Rate Schedule No. _____ and superseding schedules.

Company will adjust the minimum charges if additional customers connect to the new line.

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

- c) Take service for not less than sixty (60) months from the date Company is ready to supply service, and
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
6. **Underground Facilities.** If service is provided by an underground line extension, you will provide, or Company will provide at your expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.
7. **Effective.** This Contract will expire unless you:
- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
 - b) Are ready to receive service within 150 days of the above Contract date.
8. **Special Provisions:**
9. **Entire Agreement.** This Contract between you and Company replaces all prior communications about this project

type Customer's Name here

PACIFIC POWER & LIGHT COMPANY

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

(WA 02/99)
Service ID #:
R/C:

Contract #:
Request #:

**PACIFIC POWER & LIGHT COMPANY
RESIDENTIAL SERVICE CONTRACT**

This Contract, dated _____, is between PacifiCorp, dba Pacific Power & Light Company (Company) and _____ (you or your) and is for extending **Residential** electric service to your facilities located at or near _____, Washington.

Company's filed tariffs and the rules of the Washington Utilities and Transportation Commission regulate this Contract. They are available for review at your request.

1. **Term.** This Contract becomes effective when both you and Company have signed it, and will remain in effect for a period of five (5) years.
2. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to your facilities.
3. **Customer Advance.** You agree to pay company the advance given in the selected option below. (Initial selected option on the blank space at the beginning of the option and pay the advance given in that option.)

_____ **Refund Option.** Your advance is \$ _____ and you remain eligible for refunds. Company will refund part of your advance if additional customers connect to the new line within sixty (60) months of the date company is ready to supply service. Company will refund 25% of the cost of the **shared** facilities for each of the first three additional customers. Company will try to inform you when a refund is due; **however, you are responsible for requesting a refund.**

_____ **Contract Administration Credit Option.** Your net advance is \$ _____. You choose to receive a Contract Administration Credit of **\$250 and waive your right to refunds should additional customers connect to this line.**

4. **Customer Obligations.** You agree to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on your property and/or adjoining property and any permits, fees, etc. required to cross public lands, and
 - b) Prepare the route to Company's specifications, and
 - c) Take service for not less than sixty (60) months from the date Company is ready to supply service, and
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.

- 5. **Underground Facilities.** If service is provided by an underground line extension, you will provide, or Company will provide at your expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.
- 6. **Effective.** This Contract will expire unless you:
 - a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
 - b) Are ready to receive service within 150 days of the above Contract date.
- 7. **Special Provisions:**
- 8. **Entire Agreement.** This Contract between you and Company replaces all prior communications about this project

type Customer's Name here

PACIFIC POWER & LIGHT COMPANY

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

(WA 11/01)
Service ID #:
C/C:

Contract #:
Request #:

**PACIFIC POWER & LIGHT COMPANY
SUBDIVISION CONTRACT**

This Contract, dated _____ is between PacifiCorp, dba Pacific Power & Light Company ("Company") and _____ ("Customer") for a **Subdivision Distribution System** for Customer's subdivision to be known as _____ (the "Development"); located at or near _____, Washington, for lots within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Washington Utilities and Transportation Commission, as they may be amended from time to time, regulate this Contract and are incorporated into 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 said lots within the Development.

2. **Extension Costs.** The Company has agreed to invest \$ _____ (the "Extension Allowance") in improvements (the "Improvements") related to the Subdivision Distribution System, and Customer agrees to pay all construction costs in excess of the Extension Allowance ("Customer Advance"), in accordance with the selected option below. (Initial selected option on the blank space at the beginning of the option and pay the advance given in that option.)

_____ **Refund Option.** The Customer Advance is \$ _____. Company will refund up to 75% of \$ _____ if additional customers connect to the Improvements outside the Development. Company will refund 25% of the Customer Advance allocable to the **shared** Improvements outside the Development for each of the first three additional customers. The Company will try to inform Customer when a refund is due; **however, Customer is responsible for requesting a refund.**

_____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives Customers' right to refunds should additional customers connect to the Improvements.** Accordingly, Customer's net Customer Advance is \$ _____.

3. **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) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.

4. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

5. Effective. This Contract will expire unless Customer:

- a) Signs and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract; and
- b) Is ready to receive service within 150 days of the above Contract date.

6. Special Provisions:

7. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the 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.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for any action arising out of its activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair

or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The 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 either the Company or Customer.

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

8. 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 Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Washington Utilities and Transportation Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, 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.

9. 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.

10. Attorneys' Fees. If any suit or action arising out of or related to this Contract 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.

11. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLE WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supercedes 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.

CUSTOMER

PACIFIC POWER & LIGHT COMPANY

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

Mailing Address for Executed Contract-

ADDRESS

CITY, STATE, ZIP