

# Clearwater Power Company Street Lighting Service Agreement

THIS Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between CLEARWATERPOWER COMPANY, hereinafter called the **COOPERATIVE**, and \_\_\_\_\_, hereinafter called the **MEMBER**.

**WITNESSETH:**

1. The COOPERATIVE shall construct, maintain, operate and furnish all the electric energy necessary for the operation of an electric street lighting system (hereinafter called the "System") consisting of \_\_\_\_\_ lamps of \_\_\_\_\_ watt capacity and \_\_\_\_\_ lamps of \_\_\_\_\_ watt capacity and \_\_\_\_\_ poles, as shown on the maps and drawings attached hereto and made a part hereof. It being understood, however, that the COOPERATIVE may limit the amount of electric energy to be delivered to the MEMBER, when in the opinion of the COOPERATIVE, such limitations must be imposed in order to meet the requirements of all Members of the COOPERATIVE, or such limitations result from circumstances beyond the control of the COOPERATIVE.
2. The MEMBER will pay for the foregoing service in accordance with the applicable rate schedule and any revisions thereof.
3. The MEMBER agrees to abide by the COOPERATIVE's Articles of Incorporation, Bylaws, Policies, and Procedures including but not limited to the COOPERATIVE's policies on billing and collection.
4. The MEMBER shall grant to the COOPERATIVE all permits, franchises, or authority, including a free and continuous right-of-way easement, necessary to construct and operate the System in the streets of or upon the property of the MEMBER. Upon termination of this Agreement in any manner, the COOPERATIVE shall have the right to remove from the streets or property of the MEMBER any equipment the COOPERATIVE may have installed to provide service hereunder.
5. This Agreement shall become effective on the date service is first rendered by the COOPERATIVE to the MEMBER hereunder and shall remain in effect for a period of \_\_\_\_\_ year(s) and thereafter until terminated by either party giving to the other not less than one (1) month notice.
6. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.
7. In the event that recurring acts of vandalism shall make it impractical for the COOPERATIVE to maintain any particular lamp or part of the System, then that lamp or part of the System, at the COOPERATIVE's option, may be disconnected and/or removed from the System and the COOPERATIVE will have no further obligation to the MEMBER to furnish lighting at that location. Billing will be adjusted to reflect the cost of such a removal or the COOPERATIVE will make repairs to damaged lamps with all associated costs paid by the MEMBER, subject to MEMBER's approval.
8. In the event that the number or size of lamps in the System is changed by mutual agreement while this Agreement is in force, the monthly billings will be changed to conform to the applicable rate schedule, and this Agreement will not be voided by such action.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

**MEMBER**

**COOPERATIVE**

\_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Work Order # \_\_\_\_\_

Title \_\_\_\_\_ Service Map Loc \_\_\_\_\_ Account # \_\_\_\_\_