

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 26th day of November 1991, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and ROBERTA L. FORBES, Jackson, Teton County, Wyoming hereinafter called the "Consumer-Member".

WITNESSETH:

The seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member agrees to PURCHASE and RECEIVE from the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING part of a parcel in Section 3, T42N, R116W, Teton County Wyoming.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. SERVICE CHARACTERISTICS:

- a. Service shall be alternating current, single-phase, sixty cycles, 120/240 volts.
- b. The electric system is to be installed in accordance with Seller's Rules and Regulations.

2. SERVICE REQUIREMENTS

- a. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
- b. When weather and or other conditions dictate that the "Seller" decides at his discretion to no longer trench, the trenching cost will be reimbursed to the Consumer-Member on a per unit basis for trenching completed. If above conditions dictate that the Consumer-Member provides his own trench, the Consumer-Member shall assume all liability, and hold the "Seller" harmless from any accidents or damages resulting from said trench and trenching activities.
- c. Consumer-Member shall furnish such easements as may be required by the seller at no cost to the Seller.

3. PAYMENT:

- a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each annual year shall not be less than \$320.00 per meter for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
- b. In addition to Item A above the Consumer-Member shall pay \$10,201.97 to the Seller as a lump sum prior to commencement of construction. Consumer-Member Shall receive no electric energy for this payment.
- c. The initial billing period shall start when Consumer-Member begins using electric power of thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
- d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the balance of this contract.

Grantor: LOWER VALLEY POWER & LIGHT INC  
Grantee: FORBES, ROBERTA L  
Doc 320610 bk 253 pg 0033 0034 Filed at 11:25 on 06/04/90  
V Jolyann Coonce, Teton County Clerk fees: 8.00  
By CLARE K ABRAMS Deputy

4. MEMBERSHIP:  
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required deposit.
5. TERM:  
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) day notice in writing.
6. SUCCESSION:  
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER & LIGHT, INC.  
SELLER

CONSUMER-MEMBER

Angie Jennings  
LVP&L Representative

Malcolm S. Forbes  
Executor

Total Cost for Materials & Labor	\$ 9,260.47
Trenching	2,941.50
Total Cost	\$12,201.97
	- 2,000.00
Cash Payment	\$10,201.97

ANNUAL MINIMUM \$2,000.00 x 16% = \$320.00 PER METER PER YEAR FOR FIVE YEARS

STATE OF ~~WYOMING~~ <sup>New York</sup> }  
COUNTY OF ~~TETON~~ <sup>New York</sup> }

The foregoing instrument was acknowledged before me by \_\_\_\_\_

Malcolm S. Forbes <sup>his</sup> Executor of the Estate of Roberta L Forbes  
as their free act and deed this 7<sup>th</sup> day of May, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Carol S. Katz  
My Commission Expires: 3/25/93

CAROL S. KATZ  
Notary Public, State of New York  
No. 4979321  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 25, 1993

Return to : Lower Valley Power & Light, Inc.  
PO Box 572  
Jackson, Wy. 83001

The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2. c. above.

Date \_\_\_\_\_ By \_\_\_\_\_