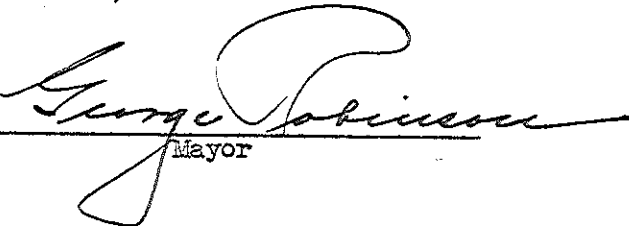


R E S O L U T I O N

BE IT RESOLVED by the Board of Trustees of the Town of Breckenridge that said Town enter into a certain contract and agreement with the Public Service Company of Colorado for street lighting in said Town and that said agreement be in form, words and figures as shown by a copy of said agreement, bearing date of the 1st day of September, A.D. 1942, being attached hereto and made a part hereof.

BE IT FURTHER RESOLVED by the Board of Trustees of the Town of Breckenridge, that said agreement be and the same is hereby ratified, adopted, confirmed and approved.

Dated at Breckenridge, Summit County, Colorado,
this 1st day of September, A.D. 1942.



Mayor

ATTEST:



Town Clerk

AGREEMENT

THIS AGREEMENT, Made this _____ 1st _____ day of September _____, A.D. 1942, by and between PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under the laws of the State of Colorado, party of the first part, hereinafter called "Company", and the TOWN OF BRECKENRIDGE, a municipal corporation, in the County of Summit and State of Colorado, party of the second part, hereinafter called "Town", WITNESSETH:

WHEREAS, Company is doing business and maintaining electric service, and distribution lines, poles and equipment therefor in the Town of Breckenridge, County of Summit, State of Colorado, and is now supplying street lighting service to the Town and the Town is taking and paying therefor, and

WHEREAS, Town and Company are now desirous of entering into an agreement for the lighting of the streets, avenues, parks, parkways, alleys and public ways and places of the Town of Breckenridge.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto herein contained, to be by them kept and performed, the service to be rendered by Company and the payments to be made by Town to Company, IT IS HEREBY AGREED THAT:-

1. Any and all street lighting agreements now in effect between the parties hereto are hereby forever cancelled and annulled and these presents shall constitute the only agreement between Company and Town covering the furnishing of street lighting service by Company to Town and the payments therefor by Town to Company.

2. Company shall maintain and operate at and for the rates and under the conditions herein stipulated, all the incandescent lamps now in use or that may hereafter be required by Town for the purpose of lighting the streets, avenues, parks and public ways and places of the Town of Breckenridge as hereinafter provided.

3. Street lighting service shall be rendered, at the voltage and phase of Company's established distribution system for such service, by means of lamps attached to mast-arms or brackets supplied from the overhead

distribution lines of Company. Company shall determine the character of street lighting, i.e., series or multiple, to be installed and the voltage and current of the energy to be supplied having due regard to the local requirements and availability of service. If group replacement lamps, either multiple or series, are installed Town agrees to take and pay for not less than a 600 lumen size lamp at the rate set forth in paragraph 6. If any of the lamp sizes hereinafter specified are not available, Company agrees to notify Town in writing that these sizes are no longer available and to request Town to specify what size lamps to install for its street lights. Town agrees to pay for these lights at the rates set forth in paragraph 6.

4. Subject to the character of service available at the point where street lighting is requested and upon proper authorization and notification by Town, street lights shall be installed or moved by Company as hereinafter provided:-

a. Company shall install upon written order of the Town, at its own expense, any new incandescent overhead non-ornamental street lights for permanent use, in addition to those now in use in its present system provided the total expense to Company per light, including cost of necessary poles, wire, transformer, fixture, installation and connection, does not exceed twice its annual revenue therefrom. Company shall move any non-ornamental lamp installed on standard wood pole construction from one locality to another as ordered by Town, the expense of moving and re-connection to be borne equally by Company and Town, provided, however, that where a light has not been in continuous use for a period of at least one year, immediately preceding date of such order, or where a light is to be used at the new location for a period of less than one year, the total cost shall be paid by Town or property owner. However, where the total cost to Company of any street lighting unit complete in place is in excess of twice the annual revenue therefrom, Town or property owner shall be required to pay Company such excess cost, which amount is not subject to refund.

b. Company shall not be required to change the size of the lamp at any location more often than once in any twelve months' period.

If Town orders a change more often than stated above the cost of such change shall be borne by Town.

c. When service to any street light has been discontinued for more than one year upon order of the Town, Company may remove said street light from its street lighting system. In the event Town later orders a street light to be installed at the same location, the total cost of the installation and connection shall be borne by the Town.

d. Cost of material for and expense of installing all special and temporary installations, maintenance and replacements thereof, shall be borne by Town or property owner.

e. All equipment, whether furnished by Company, Town, or property owner, must be of standard type and rating and approved by Company before being installed. Company shall not be required to furnish service to equipment not of standard type and rating.

5. Town shall issue to Company, free of charge, all permits for excavation and for parking and paving cuts necessary for the installation and operation of all street lighting.

6. Company shall, except where otherwise specified, provide the operation, attendance and ordinary maintenance, and Town shall pay for street lighting at fair and reasonable rates per lamp, payable in equal monthly installments, which fair and reasonable rates are agreed to be as follows (but subject to change and regulation as provided by law):

Incandescent Lamps Burning All Night

40 watt or 400 lumen lamps, per lamp, per year....	\$19.20
50 watt or 600 lumen lamps, per lamp, per year....	20.80
60 watt or 800 lumen lamps, per lamp, per year....	22.40
75 watt or 1000 lumen lamps, per lamp, per year ..	24.80
100 watt or 1500 lumen lamps, per lamp, per year ..	28.80
150 watt or 2500 lumen lamps, per lamp, per year ..	36.80

Town agrees that its monthly payment to Company for street lighting under this contract shall not be less than \$24.00.

7. Charges for municipal street lighting service, other than for that set forth herein, shall be made by supplemental agreements running for the life of this contract and taking into account all service and cost conditions.

8. Town shall include in its annual appropriation ordinance a sufficient amount to meet its obligations herein contemplated.

9. Company shall render bills to Town on or about the first day of each month for electric energy and service rendered during the preceding month, and payment of same, without discount, shall be provided for by Town at the first meeting of its Town Board held thereafter and made not later than the fifteenth day of each month.

10. Company shall be reimbursed by Town or property owner for any expense in repairing or replacing street lighting installations damaged by wanton or reckless violation of traffic or other ordinances or laws.

11. Size of lamp shall be construed as referring to modern incandescent tungsten filament lamps of the present standard of illuminating power, or lamps of an approximate equivalent illuminating power. For series lamps the size shall be considered as the rated lumens and for multiple lamps, either standard or of the group replacement type, as the nominal lumens under operating conditions as prescribed by the manufacturer.

The term "incandescent lamp" shall represent a glass bulb hot wire filament lamp and be construed to mean any and all electric lamps herein specified or hereafter used pursuant to the terms of this contract.

The term "burning all night" shall be construed to mean that all lamps shall be lighted from approximately thirty minutes after sunset to approximately fifty minutes before sunrise, local standard time, but a deviation of fifteen minutes shall be permissible.

12. The street lighting system together with all material and equipment, whether paid for by Town, property owner or Company, except special installations, shall at all times be and remain the property of Company.

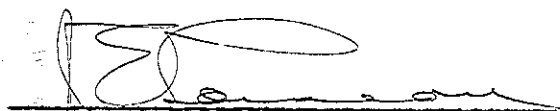
13. Company agrees to supply electrical energy in accordance with the terms hereof continuously and without interruption, insofar as reasonable diligence will permit, provided, however, that the Company shall not be liable for failure or default in delivery or total or partial interruption of service caused by lockouts, labor troubles, strikes, mob violence, the authority and orders of Government, the forces of nature, unavoidable accidents, fire or any other causes or contingencies of whatever nature

beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided. Company shall save and keep harmless Town from any and all injury to person or persons or damage to property resulting from negligence on the part of Company or its employes in the establishment, operation or maintenance of said street lighting, or in the distribution of electricity for the same, under and by virtue of this contract.

14. This agreement shall be in full force and effect for a full period of ten years from and after the 1st day of September, A.D. 1942, and thereafter shall continue in full force and effect unless terminated upon the giving of six months' notice in writing by either party to the other.

15. The benefits of this agreement shall inure to, and its obligations shall be binding upon the successors and assigns of the respective parties hereto.


IN WITNESS WHEREOF, Company has caused its corporate name to be hereunto subscribed by its President, thereunto duly authorized, attested by its Secretary, and its corporate seal to be hereunto affixed, and Town pursuant to due action and authority of its Board of Trustees, taken and given in the premises by resolution, adopted and dated September 1, 1942, has caused these presents to be executed in its name and signed by its Mayor, attested by its Town Clerk, and its corporate seal to be hereunto affixed the day and year first hereinabove written.

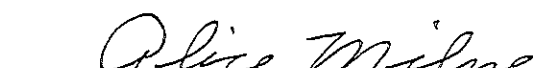

Secretary

PUBLIC SERVICE COMPANY OF COLORADO


President

TOWN OF BRECKENRIDGE, SUMMIT COUNTY
STATE OF COLORADO


Mayor


Town Clerk