

FIRST AMENDMENT TO HIGH VOLTAGE ELECTRIC SERVICE AGREEMENT

Between

RALPHS GROCERY COMPANY

and

CITY OF RIVERSIDE CALIFORNIA

THIS FIRST AMENDMENT TO HIGH VOLTAGE ELECTRIC SERVICE AGREEMENT ("First Amendment"), is made and entered into this ____ day of _____, 2015, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and RALPHS GROCERY COMPANY, hereinafter referred to as "Customer", with respect to the following facts:

RECITALS

WHEREAS, on or about May 3, 2012, City and Customer entered into a three-year High Voltage Electric Service Agreement ("Agreement"); and

WHEREAS, City and Customer wish to extend the term of the Agreement by an additional three years, with Customer transitioning to their otherwise applicable tariff ("OAT") at the expiration of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Customer agree as follows:

1. Section 5.2 and 5.4, "Effective Date and Term," is hereby amended by replacing these sections, in their entirety, as follows:

"5.2 This Agreement shall terminate on the earliest to occur of:

5.2.1 Midnight six years after the Effective Date; or

5.2.2 Termination pursuant to Section 6.7.

* * *

5.4 Upon termination of this Agreement, Riverside's obligations to provide Electric Service to Customer and the rates and rules applicable to Riverside's provision of such Electric Service shall be pursuant to Riverside's then existing Electric Rules and Rates."

2. Exhibit C, "Rate Schedule" is hereby amended by the rate schedule attached hereto as Exhibit C-1 and incorporated herein by this reference.

3. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to High Voltage Electric Service Agreement to be duly executed on the day and year first above written.

CUSTOMER:

RIVERSIDE:

RALPHS GROCERY COMPANY

City of Riverside

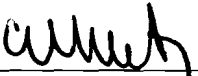
By: 

By: _____

Name: Denis George
Title: Energy Manager
Kroger Company

ATTEST:

AND:

By: 
Name (Printed): Christine S. Wheatley
Title: Vice President & Secretary

By: _____
City Clerk



APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT "C-1"

RATE SCHEDULE

	<u>May 1, 2015</u>	<u>May 1, 2016</u>	<u>May 1, 2017</u>
Reliability Charge	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Customer Charge	\$ 704.66	\$ 704.66	\$ 704.66
On Peak kWh Charge	\$ 0.0919	\$ 0.0919	\$ 0.0919
Mid Peak kWh Charge	\$ 0.0774	\$ 0.0774	\$ 0.0774
Off Peak kWh Charge	\$ 0.0723	\$ 0.0723	\$ 0.0723
Capital Replacement Costs/per year	\$ 347,400	\$ 347,400	\$ 347,400
Operations & Maintenance/per year	\$ 391,000	\$ 391,000	\$ 391,000