



Invoice No.: 109110  
Work Order No.: 36488  
Applicant.: Nathan & Alison Nicholas  
1701 Constellation Dr  
Colorado Springs, CO 80905  
Nathan@nicholashillgroup.com

LINE EXTENSION CONTRACT  
AND  
AGREEMENT FOR PERMANENT ELECTRIC SERVICE

The undersigned ("Member") hereby applies for service and agrees to purchase electric energy at TBD Moonhill Drive Section 17 Township 8N Range 85W, from YAMPA VALLEY ELECTRIC ASSOCIATION, INC. ("Association") under the following conditions:

**1. Service Requirements**

25 KVA, 120/240 Voltage, Single Phase, 60 cycles, A.C. Approximately 525 feet of line will be required to serve the Member from existing facilities of the Association.

**2. Terms of the Line Extension**

- A. The Member is required to advance the estimated costs of the line extension as designed as a contribution-in-aid of construction. The estimated amount advanced shall be \$ 25,222.21. At completion, each project will be reviewed, after this review the Member will be credited or invoiced to reconcile these costs. If the project extends into the next construction season, the estimate will be reviewed to adjust for accurate pricing.

**YVEA OFFICIAL USE ONLY:**

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Estimated Costs: \$25,222.21 Actual Costs: TBD

Remaining investment subject to cost share for this extension: TBD

- B. The Association will invest in this primary line extension in an amount not to exceed \$2,500 per meter. The Association investment will be allowed and returned to the Member after the permanent service is connected to the completed project.
- C. For a period not to exceed five (5) years from the date of installation, the Member may recoup a portion of his/her remaining advance. If and when another Member "taps" on to the line extension, the second (or subsequent) Member(s) shall be charged a cost-share based on:

- (1) the number of new lots served divided by the number of total lots served by the extension, and,  
(2) a prorated share on a per foot basis of the cost of the existing tap.

The funds received from the new Member(s) shall be remitted to the Member who paid for this line extension in an amount not to exceed the original cost of the line extension.

The amount of the remaining Member advance subject to cost share for this extension will be determined at project closing. Any unreimbursed balance of the Member advance remaining at the end of the five (5) year period shall be forfeited and become the property of the Association.

- D. Secondary underground service extensions are not subject to Association investment and/or refund.
- E. The individual signing this contract will be considered the Member for any refunds and/or cost share remittance. The Association will make any cost share remittals and/or investment refunds to the Member executing this agreement without regard to property sales that may occur within the five (5) year period.



- F. The Member shall be bound by the provisions of the Articles of Incorporation and Bylaws of the Association and by such Rules and Regulations as may from time to time be adopted by the Association.

**3. Payment for Service**

- A. The Member shall pay the Association for service hereunder at the rates and upon the terms and conditions set forth in Rate Code 01, attached to and made part of this agreement. A minimum charge of see attached rate sheet applies to this account. The rate and rate code minimum are subject to increase upon approval of the Board of Directors of the Association.
- B. Bills for service hereunder shall be paid at an office of the Association by the tenth (10<sup>th</sup>) day following the billing date of each month for service furnished during the preceding monthly billing period, or as otherwise mutually agreed upon in accordance with the Rules and Regulations of the Association.
- C. The initial billing period shall start when service is first made available by the Association to the Member.

**4. Construction of Facilities and Continuity of Service**

- A. The Member does hereby grant and convey to the Association and its contractors the right and easement to enter upon the lands of the Member and construct, reconstruct, rephrase, change voltage, repair, operate, and maintain the line extension, install fiber and to cut, trim, and control the growth of trees and shrubbery that may, in the opinion of the Association, interfere with or threaten to endanger the safe and proper operation of the line extension. The Association shall also have the right to prohibit construction of building or other facilities, when in the opinion of the Association, the close proximity of such proposed building or facility to any line extension would be unsafe or endanger the safe and proper operation and maintenance of the line extension, whether or not such proposed structure would comply with national, state, or local safety or building laws.
- B. The Association shall use reasonable diligence to construct required electric facilities and to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through governmental authority, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements; of the Association is unable to construct the facilities as designed due to the inability to secure right-of-way, or other permits needed for construction or required for maintenance work, or for any other cause beyond the reasonable control of the Association, the Association shall not be liable therefor.
- C. The Member is responsible for obtaining necessary easements or right-of-way for the line extension over private property outside of the Member's property. As an accommodation to the Member, the Association will assist the Member to obtain any necessary private easement or right-of-way for the line extension without cost to the Association. The Association is not obligated to condemn any easement for the line extension, or to pay compensation for any easement. The obligation of the Association hereunder is contingent upon all necessary easements for the line extension being obtained prior to initiation of construction.
- D. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

Applicant:

Signature

Nathan D Nicholas

Print Name

6/9/21

Date

Yampa Valley Electric Association, Inc.

Benjamin Hoffner, P.E.-Engineering Manager

Effective Date