

Indiana Michigan Power
5000 N Wheeling Ave.
Muncie, IN 47304
Ph (765) 287-3304
Fax (765) 287-3298
E-mail: apbenavides@aep.com



September 11, 2019

To Whom It May Concern,

Enclosed is the service agreement for the line relocation work requested along W Canal St in Yorktown. Please review, sign and return in the enclosed Fort Wayne envelope.

<u>AEP Construction Cost</u>	<u>EAR x 2.5 yrs</u>	<u>Tax</u>	<u>Cost to Customer</u>
1) \$ 49,501.80	\$ 0.00	\$ 0.00	\$ 49,501.80

If you have any questions relating to this matter, please call me at (765)287-3304, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrian Benavides', is written over the printed name.

Adrian Benavides
Technician Sr

Adrian Benavides
Technician Sr

Indiana Michigan Power Company - IN

Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

Contract #: DWMS00000475410

Work Request # 71636249

Date: 9/11/2019

Customer Name: TOWN OF YORKTOWN

Tariff:

Service Address CANAL

YORKTOWN, IN

Project Description: The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: Town of Yorktown has requested the relocation of the 3-phase line along W Canal St to accommodate the installation of sidewalks and curbs for the Downtown Renovation Project.

Indiana Michigan Power Company - IN (hereinafter referred to as "Company") agrees to Relocate the overhead 3-phase line North as agreed upon with Butler, Fairman & Seufert, Inc.

Customer agrees to Pay all associated costs related to this line relocation. Have Butler, Fairman & Seufert, Inc stake all new pole locations prior to line crews arriving to perform relocation work.

1. Customer Revenue Credit - Customer hereby agrees that the following electrical load and/or housing units will be installed A) within three (3) months from completion of extension unless stated otherwise in the comments above; or B) within six (6) years from completion of extension if customer is developing a

RESIDENTIAL				
NUMBER OF SUBDIVISION LOTS 0				
NUMBER OF LOTS USED TO DETERMINE REVENUE 0.00				
House Size	Base Load	Geothermal & ASHP (# units)	Resistance & ETS (# units)	AOHP (# units)
COMMERCIAL / INDUSTRIAL				
Demand kW	Monthly kWh	Load Factor %		

Based on the customer's preceding representation, the Company estimates the 2-1/2 year revenue to be \$0.00. Customer agrees to pay to the Company the potentially refundable amount of \$0.00, which is the difference between the Company's cost of installing the necessary facilities and the estimated revenue credit. In addition, the customer agrees to pay a non-refundable amount of \$50,204.73, for any work

Total amount due including both the refundable and the non-refundable amount is \$49,501.80

Payment shall be made prior to the start of Company's construction of facilities.

2. Recalculated Revenue - If the customer has not installed or contracted for the installation of the electric equipment as stated in paragraph #1, then the Company shall recalculate the estimated revenue. If the recalculated revenue is less than the Company's cost of facilities, then the customer shall, within thirty (30) days of receiving an invoice from the Company, pay to Company as aid to construction, the difference between the estimated revenue and the Company's cost of the facilities. The fact that the

3. Customer Refund - If the customer made an aid to construction payment, then the customer shall, after the number of services used in the original revenue calculation has been installed, receive a refund for any additional permanent customers utilizing the same line extension within six (6) years from completion of the extension. Refunds will be made for each additional permanent customer equal to 2-1/2 times the estimated annual revenue, less the estimated cost of service drop or laterals and metering equipment required to serve the new permanent customer(s). The total of all refunds or allowances shall not exceed

4. Underground Service

a. The customer shall provide, at no cost to the company, the necessary right of way for the underground electric service and shall make the right of way accessible to the company's equipment. The owner shall remove all obstacles, grade the right of way to within 4" of finished grade, and provide continuing access to the Company for expansion, operation, and maintenance of all electric service facilities. Seeding and restoration or replacement of all trees, shrubs, and landscaping, shall be the responsibility of the customer.

b. The Company may provide the necessary excavation, trenching and backfill and shall install the electrical conductors and related facilities. The customer may elect to do all trenching and backfill in order to reduce company charges for installing underground service. All trenching and backfill must be done in accordance with Company specifications.

c. Where abnormal site or soil conditions are found to exist after Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service has been accepted, the customer shall pay those charges resulting from the abnormal conditions which are in excess of the original customer payment.

d. The customer hereby agrees to install an approved electric service entrance of sufficient capacity for present requirements of the building to be erected on the property. Service shall normally terminate on the building exterior at a location suitable to the Company. Service entrance capacity shall be as indicated on the Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service.

e. The customer shall coordinate the installation of underground electric facilities with other utilities and services to permit efficient completion of Company's work, unimpeded access to the

Customer understands that all facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

Other utilities may have lines and/or equipment that utilize Company's pole or other facilities. Company is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not the Company. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

It is agreed and understood that, if Customer alters the terms of this Agreement, it may be voided at the discretion of the Company.

The quoted price and terms set forth in this Contribution-In-Aid-Of-Construction Agreement For Electric Distribution

Terms of this agreement begin upon Company's completion of the line extension

Binding Authority - The individual executing this Agreement hereby warrants to the Company that he or she has full authority to do so and has authority to bind the customer.

Customer agrees to accept above described terms and conditions and further agrees that the Company shall not be liable for any claim of loss, injury, or damage, caused by the installation of service to the

CUSTOMER USE:

Date: _____

Customer Name: _____

By: _____

Title: _____

COMPANY USE:

Date: _____

Print Name: _____

Accepted By: _____

Title: _____

PLEASE >> Please remit To:
DETACH >> American Electric Power
STUB >> I&M CIAC - IMPC 20
AND >> PO Box 60
RETURN >> Fort Wayne, IN 46801-2604
WITH >> Bill To:
TOWN OF YORKTOWN

Invoice No:
Company No: 170
Contract No: DWMS00000475410
Customer No:
Date: 9/11/2019
Amount Due: 49,501.80

Amount Remitted: _____

Contract No: DWMS00000475410

Date: 9/11/2019

PRO FORMA

Invoice No:
Customer No:
Work Request #: 71636249

Description	Quantity	UOM	Init Amt	Net Amount
Town of Yorktwn has requested the relocation of the 3-phase line along W Canal St to accomodate the installation of sidewalks and curbs for the Downtown Renovation Project.	1.0	EA	49,501.80	49,501.80

Amount Due: 49,501.80

Payment Options:

1. Check: Send payment and top section of this Pro-Forma to the address shown above.
2. For ACH/Wire Transfer or Credit card payments, contact CIAC clerk to obtain an invoice number prior to attempting payment: Phone # 260-408-3594
 - a. ACH/Wire Transfer - Send Funds to: Indiana Michigan Power
Citibank, N.A. New York
ABA/Routing #: 021000089
Account #: 00034403
 - b. Credit Card:
 - i. Visa, Mastercard or Discover only
 - ii. Transactions are limited to \$1,500.00 per card per transaction
 - iii. Contact FiServ directly after receiving your invoice number from CIAC clerk 866-270-7946 or www.aepmiscreceivables.com