



# Alaska Power Company Line Extension Agreement

THIS AGREEMENT, entered into as of 03/02/2023, between Alaska Power Company hereinafter called "Company", and Municipality of Skagway of Skagway, Alaska, hereinafter called, without consideration of number or gender, "Applicant".

For and in consideration of the mutual promises of the parties, and the payments, if any, to be made as hereinafter provided, the Company will design, construct, and install by its own employees or others, the distribution facilities necessary to furnish electric utility service to Applicant at or to Transfer Station, subject to the following terms and conditions:

1. **Service Characteristics:**

Service under this Agreement will be alternating current, 200 amp, sixty cycles, at a nominal 120/240 volts. The extension to be constructed will be:

- Overhead Service       Underground Service       Single Phase       3 Phase

2. **Cost of Extension:**

The costs shown below represent the application of Section 7 of the Company Tariff and provide for the applicable Company contribution toward the extension of distribution facilities. INSTALLATION OF METER AND CONNECTION TO SERVICE IS REQUIRED IMMEDIATELY UPON COMPLETION OF THIS PROJECT

- The estimated cost of the Company's construction and installation, and the costs of materials.  
 Lowest responsive bid of a qualified contractor for construction and installation.

A. Cost of Materials	\$47,042.75	
B. Labor	\$10,230.17	
C. Contractor / vehicle expense	\$1,987.16	
D. Total Project Costs	\$59,260.08	
E. Company New Service Credit	-\$3,000.00	
F. Borough Sales Tax	\$0.00	
G. Federal / State Tax	\$0.00	
H. Buy-In to Existing Line Extension	\$0.00	
H. Customer Advance-In-Aid of Construction	\$56,260.08*	(Refundable per Tariff Section 7.4 as outlined below)
I. Customer Contribution-in-Aid of Construction	\$0.00	(Non-Refundable per Tariff Section 7.7)

3. **Payments Terms**

(Tariff Section 7.3 & 7.5)

\* The customer shall, prior to any construction, deposit with the Company the estimated cost of construction for any service extension, equal to that amount which exceeds the New Service Credit. Should the actual costs for commercial or non-standard residential service extensions exceed the written estimate agreed to by both parties, no charges in excess of the written estimate plus 10% may be collected by the Company unless such additional charges are the result of additional work requested or caused by the customer subsequent to the initial written estimate. Additional costs that were not caused by the customer, in excess of the 110 % of the initial written estimate, will be borne by the Company as a cost of doing business.

4. **Refunds of Customer Advances-in-Aid of Construction**

(Tariff Section 7.4)

Customer Advances-in-Aid of Construction shall be refunded to customers by crediting against each month's bill for electric service rendered to said premises Thirty (30) Percent of the amount of such monthly bill until said deposit, without interest, is wholly repaid; provided, however, such credits shall in no event be allowed for more than five consecutive years from the date the extension is completed. Advances-in-Aid of Construction are non-transferable to other parties, unless assigned in accordance with Rule 7.17. Upon discontinuance of electrical service, repayment will cease and the outstanding balance of the Customer Advance-in-Aid of Construction will be treated as a Contribution-in-Aid of Construction.

In the case of underground facilities, do the above costs reflect a customer provided trench?

- Yes       No

5. **Right-of-Way:**

(Tariff section 7.10)

For any service extension, the Customer, if necessary, must provide satisfactory right-of-way to the Company at no cost. The Customer is obligated to make and deliver to the Company a written easement(s) for and pertaining to the property across which said line extension is to be placed.

6. **Succession:**

(Tariff section 7.17)

The applicant's interest in any refund to which the applicant may be entitled by this section may inure to the benefit of the applicant's heirs, successors, and assigns. But no assignment thereof will be effective unless it is in writing and filed with the Company. The Company, likewise, has no obligation to make a refund to any person for whom it has not been furnished a current mailing address. No assignment of Customer Advances in Aid of Construction made and being refunded or repaid in accordance with Rule 7.4 can be made, unless the assignee is responsible for payment of the electric bill of the premise or premises that were originally connected by virtue of the Customer Advance-in-Aid of Construction .

7. **Notice:**

Official notice to the Company should be sent to the address below:

Alaska Power and Telephone  
Darren Belisle, Manager Power Operations  
5th and Spring St.  
P.O. Box 459  
Skagway, Alaska 99840

provided either party may change its address of record by similar written notice to the other party.

8. **Work Schedule**

Estimated Begin Date: 01/14/1900

Estimated Completion Date: 01/30/1900

This work schedule is an estimate only and not a warranty with respect to commencement or completion dates.

IN WITNESS WHEREOF, Alaska Power Company has caused this Agreement to be executed by its duly authorized Manager, or designee, and Applicant has executed this Agreement, or caused the same to be executed by a duly authorized agent and representative all of the day and year first above mentioned.

By: \_\_\_\_\_

Alaska Power Company

By: \_\_\_\_\_

Applicant



I verify I am the legal owner of this property