

**INTERSTATE POWER AND LIGHT COMPANY  
ELECTRIC FACILITIES EXTENSION AGREEMENT**

**Contribution in Aid of Construction with Take or Pay Provisions**

This Agreement is made this **20<sup>th</sup>** day of **March, 2023** by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, IA 52401 (hereinafter referred to as the "Company") and **City of Dyersville with offices at 340 1<sup>st</sup> Ave E, Dyersville, IA 52040** regarding premises located at **28995 Lansing Rd, Dyersville, IA 52040** (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, the Company is engaged in the distribution of electricity; and

WHEREAS, the Customer is the owner of the premises generally known as **Lift Station at Field of Dreams campus in Dubuque County** in the State of Iowa, as shown on the map marked Exhibit A and as legally described in Exhibit B, both attached hereto and incorporated herein by this reference, (the "Site"); and

WHEREAS, the Company desires to sell electricity for the buildings being built or installed on the Site, and the Customer desires to have electricity available for such buildings (hereinafter called "Electric Service").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. According to the terms and conditions contained herein, the Company agrees to construct, install, maintain, and operate electric distribution facilities to serve the Site following application for Electric Service made by the Customer and Company's receipt of the Customer's Total Non-Refundable Contribution in Aid of Construction Required payment.
2. This Agreement shall continue for a period of three (3) years commencing upon the earlier of the commercial operation date or **August 15th, 2023** and may only be terminated thereafter. Notwithstanding the preceding sentence, this Agreement may be terminated earlier if the Company has received payments for Electric Service demand and energy charges at least equal to the Facilities Installed Estimate set forth in Exhibit C. In either case the party desiring to terminate this Agreement shall give written notice to the other party at least ninety (90) days prior to the intended date of termination.
3. Based on Exhibit C, which is attached hereto and incorporated herein by this reference, an initial Contribution in Aid of Construction payment for the estimated cost of the construction of an electric facilities extension is required.
4. Notwithstanding Section 3 above, the Customer Contribution in Aid of Construction calculations are based, in part, on the electric usage estimate provided by Customer, as shown on Exhibit C as the Estimated Future Revenue Allowance. The Customer's billings

for demand and energy charges will be reviewed at the end of the 36-month period following the commencement date specified in Section 2 above, or upon receipt of written notice of intent to terminate this Agreement, to determine if Customer has paid for demand and energy charges in an amount at least equal to the Estimated Future Revenue Allowance on Exhibit C and, accordingly, whether a supplemental Contribution in Aid of Construction is required. If Customer has used and paid for less than such dollar amount of the Estimated Future Revenue Allowance in such period, Customer will be invoiced and agrees to promptly pay a supplemental Contribution in Aid of Construction in the amount of such shortfall. The invoices will include the shortfall plus a grossed-up amount for the income tax effect of such revenue covering the costs of an extension that are in excess of utility-funded allowances, per the definitions in 199 IAC 20.3(13)"a". Any such Contribution In Aid of Construction or portions thereof will not be refunded for any subsequent connections made to the electric facilities extension.

5. The amount of the Customer Contribution in Aid of Construction is based, in part, on the Company's Facilities Installed Estimate shown on Exhibit C. If the final installation costs exceed the Facilities Installed Estimate amount, the Customer will be invoiced and agrees to promptly pay a supplemental Contribution in Aid of Construction equaling the difference between the total installation costs and the Facilities Installed Estimate amount. If the final installation costs are less than the amount of the Facilities Installed Estimate, the Customer shall receive a payment of the difference between the amount of the Facilities Installed Estimate and the actual installation costs.
6. The Customer agrees to furnish at its own expense all necessary easements and permits required for the installation of said electric facilities at the Site. The Company will obtain at Customer's expense any necessary permits and easements outside the Site that are required for the extension of electric facilities hereunder, at Customer's expense. Prior to underground electric facilities installation, the Customer agrees to install lot pins and have existing grade within six inches of final grade. Prior to overhead electric facilities installation, the Customer agrees to install lot pins and have existing grade within one foot of final grade. The Customer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.
7. The Customer agrees to physically mark the location of all obstacles on Customer's Site that lie underground within ten feet of proposed excavation. Such obstacles may include, but are not limited to, septic and sewer systems, buried wire for out-buildings or decorative lighting, drain tiles and LP gas lines. The Customer shall mark the location of all such obstacles with stakes or flags or by painting the ground prior to and maintained until commencement of the proposed excavation. The Customer shall indemnify and hold Company harmless for all injuries or damage of any type to any person or property, including injuries of or damages to third parties caused by Company or its contractor striking any such underground obstacles the Customer fails to mark or marks incorrectly. In addition, Customer shall keep Company apprised of any other hazardous, unsafe or other defective conditions in existence on the premises. Customer shall indemnify and hold Company harmless for all injuries or damage of any type to any person or property, including injuries of or damages to third parties caused by any hazardous, unsafe or other defective condition existing on the premises of which Company has not been notified.
8. Title to all electric facilities installed pursuant to this agreement shall lie with the Company.

9. Applications for Electric Service referred to above shall be subject to and pursuant to the Company's tariffs effective at the date of said applications with respect to the availability of Electric Service and the rates and charges for same.
10. Notwithstanding anything herein to the contrary, Customer expressly represents and warrants to Company that Customer will maintain the majority of its load center within the boundaries of Company's geographic service territory throughout the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER:

City of Dyersville

Tax ID No.: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**Interstate Power and Light Company  
ELECTRIC FACILITIES EXTENSION AGREEMENT  
EXHIBIT A**

[Site Map]



**Interstate Power and Light Company  
ELECTRIC FACILITIES EXTENSION AGREEMENT  
EXHIBIT B**

[Legal Description]

**Interstate Power and Light Company  
ELECTRIC FACILITIES EXTENSION AGREEMENT  
EXHIBIT C**

Customer Name: City of Dyersville

Date: March 20<sup>th</sup>, 2023

Mailing Address: 340 1<sup>st</sup> Ave E, Dyersville, IA 52040

Phone No.: 563-875-7724

Project Address: 29470 Dyersville East Rd, Dyersville, IA

Account No.: NA

WR No.: 4312964

Contract No.: 57503

The charges contemplated herein are based on Contribution in Aid of Construction – Time and Materials Rates for installation of new facilities.

Charge Description	QTY	Installed Cost
Install underground 3-phase cable to lift station	1	\$89,319.50

Facilities Installed Estimate\* = \$ 89,317.50

Estimated Future Revenue Allowance\*\* = \$ 45,597.00

Facilities Cost without Tax Adder = \$ 81,724.12

Iowa Contribution Tax Adder = 17.368 %

Tax Amount = \$ 7,593.38

**Customer's Total Non-Refundable Contribution In Aid of Construction Required=\$ 51,313.88**

COMMENTS:

\* Facilities Installed Estimate shall be updated for actual construction costs after construction completed and Customer's Total Non-Refundable Contribution In Aid of Construction Required may be adjusted accordingly per Section 5 of the Agreement.

\*\*Estimated future revenue based upon load of 114,048 kWh

**Pricing valid for 30 calendar days (until April 20<sup>th</sup>, 2023)**