

Account No. XX-0012163361-X  
Job No. 14453927  
Job Address 2700 9TH AVE UNIT STREET LIGHTS  
GARDEN CITY, CO 80631-8419



Public Service Company of Colorado  
1500 6th Ave  
Greeley, CO 80632

Dear TOWN OF GARDEN CITY

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for  
\* New Lighting

Your portion of the cost of this project is \$13,768.90. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

- \* Street Light Agreement
- \* Frost Agreement
- \* Contingency List

➤ **Additional enclosures:**

- \* Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Uriel Aragon  
Planner Progression - A6 1 2019  
1500 6th Ave  
Greeley, CO 80632  
Xcel Energy  
Uriel.Aragon@xcelenergy.com  
970-837-6893

Updated 01/01/2024  
Version 3



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

#### **Pay by Phone**

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

#### **Credit/Debit Card Payment**

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit **[www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment)** and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.80 fee per transaction*
    - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

*\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.*

### **Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy  
C/O Deluxe - Lockbox # 5553  
3000 Kellway Dr Ste 120  
Carrollton, TX 75006

Overnight delivery contact phone number: 612.216.7976

### **In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](https://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

### **Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 660553  
Dallas, TX 75266-0553

### **Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

### **Helpful hints to ensure accurate and timely processing of your payment:**

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



Contract No. 14453927

### STREET LIGHT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of April, 2025, by Public Service Company of Colorado d/b/a Xcel Energy, a Colorado corporation, hereinafter referred to as "Company" and TOWN OF GARDEN CITY, hereinafter referred to as "Customer", WITNESSETH:

WHEREAS, Company is a public utility engaged in the sale of electric energy and electric service in WELD County, State of Colorado, and

WHEREAS, Customer and Company are desirous of entering into an agreement for street lighting at 2700 9TH AVE UNIT STREET LIGHTS.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

1. **Only Agreement.** This contract shall constitute the only agreement between Customer and Company for the furnishing of street lighting service by Company to Customer for Town of Garden City in GARDEN CITY located in WELD County, state of Colorado and the payments therefore by Customer to Company.

2. **Scope of Agreement.** Subject to Company's Street Lighting Extension Policy, Company shall install, own, operate and maintain under the conditions herein stated, 2 (100) Watt LED lights mounted on brackets attached to 2 poles served from Company's electric distribution system, for the purpose of lighting 2700 9TH AVE UNIT as indicated on the map attached hereto as Exhibit A, and shall furnish the necessary electric energy therefore.

3. **Operations and Maintenance.** Street lights will be operated and maintained in accordance with Company's Rules and Regulations now in effect and on file or as hereafter amended and filed with the Public Utilities Commission of the State of Colorado. In the event of a total or partial failure or interruption of service, Company shall be allowed a reasonable time, after notification of said failure or interruption by Customer, in which to restore service.

4. **Installation of Additional Facilities.** Additional streetlights shall be installed or existing streetlights will be replaced or disconnected in accordance with Company's Rules and Regulations referred to in Section 3 by means of supplemental agreement hereto.

5. **Rates - Regulation - Minimum.** Customer shall pay Company for Schedule Street Lighting (SL, SLU, SSL) service under the rate rules and regulations as set forth in the Company's electric tariff on file and in effect from time to time with the Public Utilities Commission of the State of Colorado.

The presently effective rate applicable to service hereunder is as follows:

**RATE:** Street Lighting (SL)

**High Pressure Sodium Lamps, Burning Dusk to Dawn:**

Company-owned, \_\_\_\_\_ Pole, \_\_\_\_\_ Feed \_\_\_\_\_ lamps, per lamp, per month \_\_\_\_\_.

**Light Emitting Diode (LED)**

Company-owned, 2 Pole, UG Feed, 2 lamps, per lamp per month \$13.61.

The above rate is subject to the Electric Cost Adjustment as set forth in the Company's Electric tariff, and any other applicable adjustments on file and in effect from time to time with the Public Utilities Commission of the State of Colorado.

Customer may be awarded Construction Allowance based on the number of lights

6. **Billing and Payment.** Company shall render bills to customer on or about the first day of each month. Bills shall be due and payable not later than the due date shown on the bill.

7. **Lighting Period.** The term “Burning Dusk to Dawn” means the operation of the lamp by automatic control equipment from approximately eighteen minutes after sunset to approximately eleven minutes before sunrise, with a total burning time of approximately 4,140 hours per year.

8. **Damage To Street Lighting Facilities.** Company shall be responsible for maintenance and replacement of lamps and light sensitive devices. All other maintenance and replacement for street lighting facilities will be separately billed to Customer in accordance with the provisions of Maintenance Charges for Street Lighting Service in Company’s Rules and Regulations for Street Lighting Service. Customer shall notify Company of any Company-owned street lighting unit damage as a result of a violation of any traffic or other ordinances or laws or in any other unlawful manner, and shall assist the Company in identifying the responsible party.

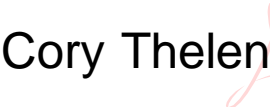
9. **Term - Effective Date.** This agreement shall be effective from the date hereof and for a period of ten years from and after the 2nd day of April, 2025, and thereafter shall continue in force and effect unless terminated upon the giving of thirty days’ written notice by either party to the other.

10. **Successor - Assignment.** The benefits of this agreement shall inure to and its obligations shall be binding upon the successors and assigns of the respective parties hereto, provided, however, that this agreement shall be assigned by Customer only upon written consent of Company.

The Company has completed the engineering design and cost estimate to provide the Street lighting based upon the information Applicant has provided and the service requirements that you have requested. The estimated total cost to provide the requested Street Lighting Service is \$15308.90. Your awardable Construction Allowance for such number lights, is \$1540.00. The Applicant shall pay the Company the following Construction Payment of \$13,768.90 before approval of this Agreement and commencement of construction.

The Applicant has reviewed and approves of the enclosed design and terms set forth in this letter. Applicant accepts the cost of \$13,768.90 and this amount will be paid to Public Service Company of Colorado in full prior to the job being scheduled for a construction date. Applicant understands additional charges may arise, and I will be notified if this occurs. A signed copy of this letter will be returned to my Xcel Energy representative.

Planner Name: Uriel Aragon	Customer Phone:970-351-0041
Planner Title: Planner Progression - A6 1 2019	Customer Email: BRETT@TOWNOFGARDENCITY.COM
Mailing Address:1500 6th Ave	Mailing Address: 621 27TH ST
City, State Zip: Greeley, CO 80632	City, State Zip: GARDEN CITY, CO 80631-8471

<b>XCEL ENERGY SIGNATURE</b>	<b>CUSTOMER SIGNATURE</b>
Public Service Company of Colorado	Legal Entity Name (if applicable):
By:   Digitally signed by Cory Thelen Date: 2025.04.02 09:30:41 -06'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below)  By:
Printed Name: Cory Thelen	Printed Name:
Title: Manager New Business Design	Title (if applicable):
Date: 04/16/2025	Date:

\* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.  
**Signing Option 2:** Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.



March 13, 2025

TOWN OF GARDEN CITY  
621 27TH ST  
GARDEN CITY, CO 80631-8471

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$6.00 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

## FROST AGREEMENT

### For Installation of Gas and/or Electric Distribution and Service Laterals

TOWN OF GARDEN CITY, hereinafter referred to as "Customer", having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as \_\_\_\_\_, located at (service address) 2700 9TH AVE UNIT STREET LIGHTS, GARDEN CITY further agrees that if ground frost conditions deeper than six (6") are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, "Customer" hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, "Customer" requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the "Customer". These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6") or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

Planner Name: Uriel Aragon	Customer Phone: 970-351-0041
Planner Title: Planner Progression - A6 1 2019	Customer Email: BRETT@TOWNOFGARDENCITY.COM
Mailing Address: 1500 6th Ave	Mailing Address: 621 27TH ST
City, State Zip: Greeley, CO 80632	City, State Zip: GARDEN CITY, CO 80631-8471

#### Lock Agreement

#### CUSTOMER SIGNATURE

Legal Entity Name (if applicable):

Authorized Signer (see signing options below\*):

Signing Option 1 ☐ AGREE

Signing Option 2 (Signature below)

By:

Printed Name:

Title (if applicable):

Date:

\* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.

**Signing Option 2:** Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and

**CONTINGENCY LIST**

<b>*CUSTOMER:</b>	TOWN OF GARDEN CITY
<b>ADDRESS:</b>	2700 9TH AVE UNIT STREET LIGHTS
<b>CITY:</b>	GARDEN CITY
<b>DESIGN NO:</b>	1202185
<b>SN:</b>	14453927

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. **Disclaimer.** Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. **Construction Obligations.** To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
  - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
  - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
  - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
  - ❖ ☐ If checked, Customer has agreed to install sleeves at crossings.
  - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
  - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
  - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
  - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
  - ❖ Construction route must be clear of all obstructions.
    - Construction material must be cleared from route.
    - Temporary trailers, buildings, and other obstacles must be moved.
    - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, \_\_\_\_\_ will be deducted.
  - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
  - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
  - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer

remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
  - The permanent address must be attached to the building before the permanent meter will be set.
  - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
  - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
  - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
  - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
  - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
  - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
  - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
  - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
  - Company will install all gas services.
  - ☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: \_\_\_\_\_ long X \_\_\_\_\_ wide X \_\_\_\_\_ thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- ☒ Town Permit
- ☐ County Permit
- ☐ State Highway Crossing Permit
- ☐ Railroad Crossing Permit
- ☐ Bureau of Land Management (BLM) Approval
- ☐ Grading and Drainage Permit
- ☐ Water Board Crossing
- ☐ Special Permit
- ☐ Corps of Engineer's Permit
- ☐ Other [Please specify.] \_\_\_\_\_



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- ☒ Wheel Compaction 200 feet of trench
- ☐ 85% Standard Proctor Compaction \_\_\_\_\_ feet of trench
- ☐ 95% Standard Proctor Compaction \_\_\_\_\_ feet of trench
- ☐ 95% Modified Proctor Compaction \_\_\_\_\_ feet of trench
- ☒ Bore 150 feet of trench

Planner Name: Uriel Aragon	Customer Phone: 970-351-0041
Planner Title: Planner Progression - A6 1 2019	Customer Email: BRETT@TOWNOFGARDENCITY.COM
Mailing Address: 1500 6th Ave	Mailing Address: 621 27TH ST
City, State Zip: Greeley, CO 80632	City, State Zip: GARDEN CITY, CO 80631-8471

### Lock Agreement

#### CUSTOMER SIGNATURE

Legal Entity Name (if applicable):

Authorized Signer (see signing options below\*):

Signing Option 1 ☐ AGREE

Signing Option 2 (Signature below)

By:

Printed Name:

Title (if applicable):

Date:

\* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.

**Signing Option 2:** Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and

\* **Confidential Information**

Customer is to return copy of signed document to your Xcel Energy Representative