



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
May 15, 2023

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Monday, May 15, 2023 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: John Monarski, Rob Kiefer, and Paul Nadreau
Mayor/Other Council Members present: CW King and Chuck Hull
Others present: Finance Manager/Treasurer Lynne Bauer; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Fire Chief Jason Thom; Street, Fleet and Utility Maintenance Manager Rick Ruf; Water Supervisor Matt Boos; Police Lt. Ryan Douglas; Utilities Office Manager Connie Freagon; Brian Reilly of Ehlers; and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Discuss 2023 borrowing and funding options for requested items. Possible recommendations to the Council.

Brian Reilly of Ehlers distributed a handout entitled: Financial Update and Capital Planning (a copy of which is available in the Office of the City Clerk) and provided details thereon. Discussion topics included TID Updates, debt profile, capital projects, equipment funding, preliminary finance plan, and anticipated timeline.

Finance Manager/Treasurer Bauer noted that there are two time-sensitive items that need to be addressed from a funding perspective. Utilities Office Manager Freagon stated that the Exchange and Window Server Licenses and network switch at the pool need to be ordered. The cost is roughly \$7,500.

Motion by Nadreau/Monarski to recommend Council approve the use of omitted budget funds in an amount not to exceed \$7,500 to purchase a new network switch at the pool and Exchange and Window Server Licenses. **All present voting aye, motion carried.**

City Engineer/Public Works Director/Utility Manager Rubenzer advised that City Hall is overloading our current 600-amp service. In order to upgrade the service, a new transformer needs to be installed. Xcel Energy has provided a proposal for installation and advance payment of the City's portion of \$7,945.88 is required. The new transformer is the first step in the upgrade. Approval of the proposal would require the City to commit to the overall electrical upgrade project at an estimated cost of \$200,000.

Motion by Kiefer/Monarski to recommend Council approve borrowing for the City Hall electrical upgrade. **All present voting aye, motion carried.**

2. Discuss K & B Industrial Services contracted rate for cleaning services. Possible recommendations to the Council.

K & B Industrial Services currently provides cleaning services at the Library and Police Department. The company has requested an increase from \$25/hr to \$27/hr for an annual impact of \$2,000. Their last increase was in 2021. Discussion was had relative to taking this cost from the omitted budget. Due to this being an ongoing cost, the overall omitted budget will be decreased by this amount going forward.

Motion by Monarski/Nadreau to recommend Council approve the increased contracted rate for cleaning services of \$27/hr with funding to come from omitted budget funds. **All present voting aye, motion carried.**

3. Discuss funding for Fire Department hiring incentives. Possible recommendation to the Council.

There is currently a hiring bonus of \$2,500 in place for Fire Department candidates. Chief Thom advised that there are three lateral transfer applicants and three interns whose assignments will be completed with the City in mid-June. Two of the interns will graduate in August and one in December, but they would still need to obtain their State Certification before they could be hired by the City. Thom would like to provide the interns with conditional offers of employment and offer some type of additional incentive to commit to future employment with the City. Currently, the City does not have an EMT Basic employment category, and the creation of the category or amendments to existing job description qualifications, would require union negotiation. Hiring incentives are not subject to union negotiations.

Due to the number of vacancies in the Fire Department, an additional incentive could be funded through the existing Fire Department budget. Concern was expressed with not offering the same incentive to the lateral transfers.

The Committee would prefer to have discussion with the union to determine if an EMT Basic category could be created.

No action taken.

4. Discuss Police Department request to donate good condition lost and found bikes. Possible recommendation to the Council.

Police Lt. Douglas provided an overview of their process relative to lost and found bikes. Bikes are currently held for 60 days and then placed with Sold 4 U Auctions. The department is interested in streamlining the process to donate the bikes directly to an interested party. The Police Department recommended a company out of Thorp that would be willing to take the bikes for donation. The Committee felt it may be possible to find an organization in the City that may benefit from the donation. It was noted that a policy should be developed to address donations City-wide. This will be discussed further at a future meeting.

No action taken.

5. Discuss proposal from Xcel Energy related to City Hall electrical upgrades. Possible recommendations to the Council.

Motion by Kiefer/Monarski to recommend Council approve the proposal from Xcel Energy for City Hall electrical upgrades in an amount not to exceed \$8,000. **All present voting aye, motion carried.**

6. Adjournment.

Motion by Monarski/Nadreau to adjourn at 10:09 am. **All present voting aye, motion carried.**

Minutes submitted by,
Rob Kiefer, Chair



Chippewa Falls – Committee 1

Financial Update and Capital Planning

May 15, 2023





Discussion Topics

TID Updates

Debt profile

Capital
Projects

Equipment
Funding

Preliminary
Finance Plan

Calendar





TID 5

TID No. 5 (Riverside Industrial Park / Chippewa Crossing)

District Classification: Industrial
 Creation Date: 11/18/1997
 Effective Creation Year: 1998
 End of Expenditure Period: 2016
 Maximum Life of District (Final Year): 2031
 Final Revenue Year: 2031
 Inflation Factor: 0.00%

Cash Balance
 Dec. 31, 2021
 \$151,809

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Total Revenues	2012 G.O. Bonds \$6,065,000	Debt Retirement	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
2020	2021	2022	-	33,918,500	18.06	612,474	612,474	612,474		1,002,267	5,000	1,007,267	(394,793)	(242,984)
2021	2022	2023	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	486,741
2022	2023	2024	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	1,216,465
2023	2024	2025	-	43,313,800	16.96	734,724	734,724	734,724	TID 5		5,000	5,000	729,724	1,946,189
2024	2025	2026	-	43,313,800	16.96	734,724	734,724	734,724	PORTION		5,000	5,000	729,724	2,675,913
2025	2026	2027	-	43,313,800	16.96	734,724	734,724	734,724	PREPAID		5,000	5,000	729,724	3,405,637
2026	2027	2028	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	4,135,361
2027	2028	2029	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	4,865,085
2028	2029	2030	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	5,594,809
2029	2030	2031	-	43,313,800	16.96	734,724	734,724	734,724			5,000	5,000	729,724	6,324,533

- TID 5 Terminated 2022 – All debt retired
- Affordable housing extension for use of excess increment



TID 7

TID No. 7 (Northridge Center)

District Classification: Blight
 Creation Date: 3/20/2001
 Effective Creation Year: 2001
 End of Expenditure Period: 2033
 Maximum Life of District (Final Year): 2031 Extended to 2031
 Final Revenue Year: 2031

Inflation Factor: 0.00%

Cash Balance
 Dec. 31, 2021
 \$930,466

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	TID 8 Transfers	TID 10 Transfers	TID 13 Transfers	TID 14 Transfers	Total Revenue	2022 Total \$2,865,000	2022 NAN	Cash Outlays	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
2020	2021	2022	-	4,596,600	18.05	83,007	83,007	-	-	-	-	83,007	83,007	-	-	5,000	5,000	78,007	428,473
2021	2022	2023	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	89,643	89,643	-	5,000	94,643	14,823	443,296
2022	2023	2024	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	91,690	91,690	-	5,000	96,690	12,786	456,083
2023	2024	2025	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	91,690	91,690	-	5,000	96,690	12,786	468,869
2024	2025	2026	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	91,690	91,690	-	5,000	96,690	12,786	481,655
2025	2026	2027	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	2,956,660	2,956,660	-	5,000	2,961,660	(2,582,214)	(2,370,559)
2026	2027	2028	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	109,466	109,466	-	5,000	114,466	104,466	(2,266,093)
2027	2028	2029	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	109,466	109,466	-	5,000	114,466	104,466	(2,161,627)
2028	2029	2030	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	109,466	109,466	-	5,000	114,466	104,466	(2,057,160)
2029	2030	2031	-	6,453,300	16.96	109,466	109,466	-	-	-	-	109,466	109,466	109,466	-	5,000	114,466	104,466	(1,952,694)

Notes:
 1. No transfers from donor TIDs shown

- Will require transfers from donor TIDs to retire debt
- Current revenue can support interest cost
- Cash balance can be applied to debt at any time



TID 8

TID No. 8 (Leinenkugel's)

District Classification: Blight
 Creation Date: 7/16/2002
 Effective Creation Year: 2002
 End of Expenditure Period: 2024
 Maximum Life of District (Final Year): 2029
 Final Revenue Year: 2030

Inflation Factor: 0.00%

Cas.
Balance
Dec. 31, 2021
\$23,362

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected 2012 T.G.O.			Project Costs	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
							Tax Increment	Ref. Bonds \$2,310,000	Transfer to TID 7					
2020	2021	2022	-	2,066,200	18.06	37,310	45,563	-	65,000	5,000	115,563	(78,253)	(54,891)	
2021	2022	2023	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	8,283	
2022	2023	2024	-	4,019,000	16.96	68,174	-	-	30,000	5,000	35,000	33,174	41,456	
2023	2024	2025	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	104,630	
2024	2025	2026	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	167,804	
2025	2026	2027	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	230,977	
2026	2027	2028	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	294,151	
2027	2028	2029	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	357,324	
2028	2029	2030	-	4,019,000	16.96	68,174	-	-	-	5,000	5,000	63,174	420,498	

- Eligible donor to TID 7
- Expenditure period expires 7/16/2024



TID 10

TID No. 10 (Lake Wissota Business Park)

District Classification: Industrial
 Creation Date: 5/3/2005
 Effective Creation Year: 2005
 End of Expenditure Period: 2031
 Maximum Life of District (Final Year): 2031
 Final Revenue Year: 2031
 Inflation Factor: 0.00%

Cash Balance
Dec. 31, 2021
\$79,871

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Expenses	Total Expenses	Available for Sharing	Total Sharing	Annual Balance	Cumulative Balance
2020	2021	2022	-	2,037,900	18.06	36,799	5,000	5,000	5,000	31,799	-	31,799	111,670
2021	2022	2023	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	156,902
2022	2023	2024	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	202,134
2023	2024	2025	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	247,366
2024	2025	2026	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	292,598
2025	2026	2027	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	337,830
2026	2027	2028	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	383,062
2027	2028	2029	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	428,294
2028	2029	2030	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	473,526
2029	2030	2031	-	2,961,300	16.96	50,232	5,000	5,000	5,000	45,232	-	45,232	518,758

- Eligible donor to TID 7



TID 11

TID No. 11 (EOG)

District Classification: Industrial
 Creation Date: 9/2/2008
 Effective Creation Year: 2008
 End of Expenditure Period: 2031
 Maximum Life of District (Final Year): 2031
 Final Revenue Year: 2031
 Inflation Factor: 0.00%

Cash Balance
Dec. 31, 2021
\$2,431,625

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation ¹	TID Value Increment	Tax Rate	Projected Tax Increment	Expenses	Total Expenses for Sharing	Available Transfers to TID 12	Total Sharing	Annual Balance	Cumulative Balance
2020	2021	2022	-		28,823,000	18.06	520,464	5,000	5,000	515,464	325,000	190,464	2,622,089
2021	2022	2023	-		32,569,500	16.96	552,470	5,000	5,000	547,470	195,000	352,470	2,974,559
2022	2023	2024	-	(2,000,000)	30,569,500	16.86	518,545	5,000	5,000	513,545	195,000	318,545	3,293,104
2023	2024	2025	-	(2,000,000)	28,569,500	16.96	484,619	5,000	5,000	479,619	195,000	284,619	3,577,723
2024	2025	2026	-	(2,000,000)	26,569,500	16.96	450,694	5,000	5,000	445,694	190,000	255,694	3,833,417
2025	2026	2027	-	(2,000,000)	24,569,500	16.96	416,768	5,000	5,000	411,768	190,000	221,768	4,055,185
2026	2027	2028	-	(2,000,000)	22,569,500	16.96	382,842	5,000	5,000	377,842	185,000	192,842	4,248,027
2027	2028	2029	-	(2,000,000)	20,569,500	16.96	348,917	5,000	5,000	343,917	-	343,917	4,591,944
2028	2029	2030	-	(2,000,000)	18,569,500	16.96	314,991	5,000	5,000	309,991	-	309,991	4,901,935
2029	2030	2031	-	(2,000,000)	16,569,500	16.96	281,065	5,000	5,000	276,065	-	276,065	5,178,000
Totals				(16,000,000)			4,271,375	50,000	50,000	4,221,375	1,475,000	2,746,375	1,475,000

Totals

Notes:

- Valuation decreases represent anticipated depreciation of personal property
- Potential tax refund amount due



TID 12

TID No. 12 (Downtown "Overlays")

District Classification: Blight
 Creation Date: 5/1/2012
 Effective Creation Year: 2012
 End of Expenditure Period: 2034
 Maximum Life of District (Final Year): 2039
 Final Revenue Year: 2039

Inflation Factor: 0.00%

Estimated
 0.00%

Cash
 Balance
 Dec-31-2021
 \$1,265,993

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	SEH Loan Payments	TID 11 Pooled Revenues	TID 7 Pooled Revenues	TID 14 Pooled Revenues	Total Revenues	2016 Rev. Loan	G.O. Bonds	2021	Admin	Total Expenses	Annual Balance	Cumulative Balance	Fiscal Year
2020	2021	2022	-	5,397,500	18.0%	97,464	131,350	325,000	-	-	-	553,814	336,535	211,650	2022	5,000	553,814	628	1,207,622	2022
2021	2022	2023	-	13,790,000	16.9%	233,917	131,350	195,000	-	-	-	550,267	336,535	212,400	2023	5,000	550,267	6,333	1,213,955	2023
2022	2023	2024	-	13,790,000	16.9%	233,917	131,350	195,000	-	-	-	550,267	336,535	210,300	2024	5,000	551,835	8,433	1,222,387	2024
2023	2024	2025	-	13,790,000	16.9%	233,917	131,350	195,000	-	-	-	550,267	336,535	208,000	2025	5,000	548,535	10,733	1,233,120	2025
2024	2025	2026	-	13,790,000	16.9%	233,917	131,350	190,000	-	-	-	555,267	336,535	205,500	2026	5,000	547,035	8,223	1,241,352	2026
2025	2026	2027	-	13,790,000	16.9%	233,917	131,350	185,000	-	-	-	550,267	336,535	197,925	2027	5,000	545,310	9,958	1,251,310	2027
2026	2027	2028	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	550,267	336,535	-	2028	5,000	539,460	10,808	1,262,117	2028
2027	2028	2029	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	365,267	336,535	-	2029	5,000	341,535	23,733	1,285,850	2029
2028	2029	2030	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	365,267	336,535	-	2030	5,000	341,535	23,733	1,309,582	2030
2029	2030	2031	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	365,267	336,535	-	2031	5,000	341,535	23,733	1,333,315	2031
2030	2031	2032	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	365,267	336,535	-	2032	5,000	5,000	360,267	1,693,582	2032
2031	2032	2033	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	365,267	336,535	-	2033	5,000	5,000	360,267	2,053,849	2033
2032	2033	2034	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2034	5,000	5,000	228,917	2,282,767	2034
2033	2034	2035	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2035	5,000	5,000	228,917	2,511,684	2035
2034	2035	2036	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2036	5,000	5,000	228,917	2,740,601	2036
2035	2036	2037	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2037	5,000	5,000	228,917	2,969,518	2037
2036	2037	2038	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2038	5,000	5,000	228,917	3,198,435	2038
2037	2038	2039	-	13,790,000	16.9%	233,917	131,350	-	-	-	-	233,917	336,535	-	2039	5,000	5,000	228,917	3,427,353	2039



TID 13

TID No. 13

District Classification: Blight
 Creation Date: 4/17/2015
 Effective Creation Year: 2015
 End of Expenditure Period: 2037
 Maximum Life of District (Final Year): 2042
 Final Revenue Year: 2042

Inflation Factor: 0.00%

Cash Balance
Dec. 31, 2021
\$568,974

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Transfer to TID 7	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
2020	2021	2022	-		3,653,600	18.06	65,974	-	5,000	-	65,974	634,948
2021	2022	2023	-		6,702,800	16.96	113,698	-	5,000	-	113,698	748,646
2022	2023	2024	-		6,702,800	16.96	113,698	-	5,000	-	113,698	862,345
2023	2024	2025	-		6,702,800	16.96	113,698	-	5,000	-	113,698	976,043
2024	2025	2026	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,089,741
2025	2026	2027	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,203,440
2026	2027	2028	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,317,138
2027	2028	2029	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,430,837
2028	2029	2030	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,544,535
2029	2030	2031	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,658,233
2030	2031	2032	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,771,932
2031	2032	2033	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,885,630
2032	2033	2034	-		6,702,800	16.96	113,698	-	5,000	-	113,698	1,999,328
2033	2034	2035	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,113,027
2034	2035	2036	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,226,725
2035	2036	2037	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,340,423
2036	2037	2038	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,454,122
2037	2038	2039	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,567,820
2038	2039	2040	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,681,519
2039	2040	2041	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,795,217
2040	2041	2042	-		6,702,800	16.96	113,698	-	5,000	-	113,698	2,908,915



TID 14

TID No. 14

District Classification: Industrial
 Creation Date: 7/28/2016
 Effective Creation Year: 2016
 End of Expenditure Period: 2031
 Maximum Life of District (Final Year): 2036
 Final Revenue Year: 2037

Inflation Factor: 0.00%

GF
 Advance
 Dec. 31, 2021
 (\$277,289)

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	DA Payments	Transfer to TID 7	Project Costs	Expenses	Total Expenses	Annual Balance	Cumulative Balance
2020	2021	2022	-	82,150,400	18.06	1,483,409	1,381,048	-	-	-	5,000	1,386,048	97,361	(179,928)
2021	2022	2023	-	113,340,700	16.96	1,922,578	1,174,295	-	-	350,000	5,000	1,529,295	393,283	213,355
2022	2023	2024	-	113,340,700	16.96	1,922,578	1,226,411	-	-	-	5,000	1,231,411	691,167	904,522
2023	2024	2025	-	113,340,700	16.96	1,922,578	1,187,698	-	-	350,000	5,000	1,542,698	379,880	1,284,402
2024	2025	2026	-	113,340,700	16.96	1,922,578	1,157,107	-	-	-	5,000	1,162,107	760,470	2,044,872
2025	2026	2027	-	113,340,700	16.96	1,922,578	49,241	-	-	-	5,000	54,241	1,868,336	3,913,208
2026	2027	2028	-	113,340,700	16.96	1,922,578	49,241	-	-	-	5,000	54,241	1,868,337	5,781,545
2027	2028	2029	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	7,699,122
2028	2029	2030	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	9,616,700
2029	2030	2031	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	11,534,277
2030	2031	2032	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	13,451,855
2031	2032	2033	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	15,369,432
2032	2033	2034	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	17,287,010
2033	2034	2035	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	19,204,587
2034	2035	2036	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	21,122,165
2035	2036	2037	-	113,340,700	16.96	1,922,578	-	-	-	-	5,000	5,000	1,917,578	23,039,743

Notes:
 12/31/21 Cash Balance of \$970,404



TID 15

TID No. 15

District Classification: Mixed Use
 Creation Date: 7/17/2018
 Effective Creation Year: 2018
 End of Expenditure Period: 2033
 Maximum Life of District (Final Year): 2038
 Final Revenue Year: 2039
 Inflation Factor: 0.00%

Estimated
 Balance
 Dec. 31, 2021
 (\$2,858)

Construction Year	Valuation Year	Revenue Year	Inflation Increment	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Expenses	Total Expenses	Annual Balance	Cumulative Balance
2020	2021	2022	-	301,200	18.06	5,439	5,000	5,000	5,000	439	(2,419)
2021	2022	2023	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	4,280
2022	2023	2024	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	10,979
2023	2024	2025	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	17,679
2024	2025	2026	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	24,378
2025	2026	2027	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	31,077
2026	2027	2028	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	37,776
2027	2028	2029	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	44,476
2028	2029	2030	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	51,175
2029	2030	2031	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	57,874
2030	2031	2032	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	64,573
2031	2032	2033	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	71,273
2032	2033	2034	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	77,972
2033	2034	2035	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	84,671
2034	2035	2036	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	91,370
2035	2036	2037	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	98,070
2036	2037	2038	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	104,769
2037	2038	2039	-	689,700	16.96	11,699	5,000	5,000	5,000	6,699	111,468



TID 16

2022

- District created as a Mixed-use TID

2022

- Land acquisition - \$2.435 Taxable Note

2023

- Chippewa Crossing expansion - \$1.304MM



General Obligation Debt Outstanding

General Obligation Borrowing Capacity

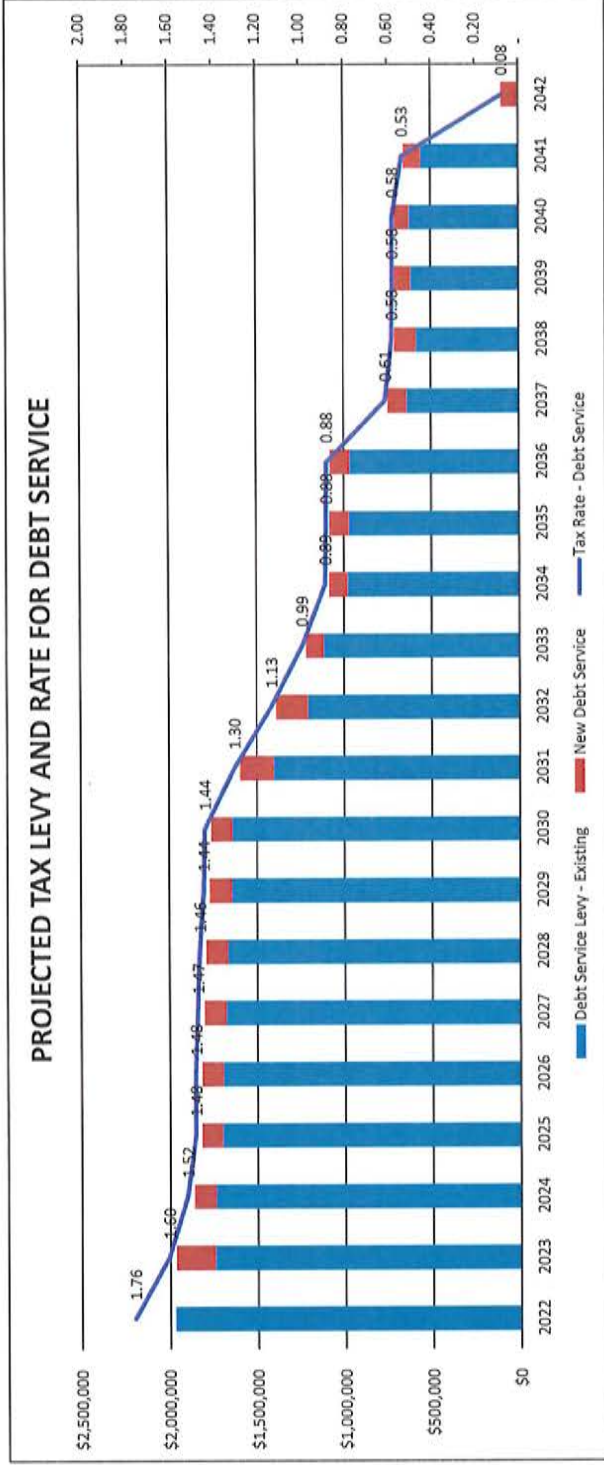
Callable on: 4/1/2020 10/1/2025 10/1/2027 non-callable 12/1/2028 6/1/2030 10/1/2030

Levy Year	Collect Year	TID IN Equalized Valuation	2012 Tax G.O. Ref Bonds	2015 G.O. Bonds	2017 G.O. Bonds	2018 G.O. Bonds	2019 G.O. Prom. Notes	2019 G.O. Bonds	2020 G.O. Bonds	2021 G.O. Bonds	2022 G.O. Bonds	5% G.O. Borrowing Capacity	Beginning of Year Principal Outstanding	Total Annual Principal Payment	End of Year Principal Outstanding	End of Year Remaining Borrowing Capacity	End of Year Percent Remaining
2022	2023	1,447,922,300	90,000	345,000	215,000	175,000	140,000	35,000	130,000	430,000	375,000	72,396,115	25,660,000	1,935,000	23,725,000	48,671,115	67%
2023	2024	1,447,922,300	85,000	340,000	300,000	170,000	145,000	40,000	130,000	395,000	310,000	72,396,115	23,725,000	1,915,000	21,810,000	50,586,115	70%
2024	2025	1,447,922,300		345,000	205,000	170,000		120,000	155,000	615,000	200,000	72,396,115	21,810,000	1,910,000	20,000,000	52,396,115	72%
2025	2026	1,447,922,300		355,000	115,000	180,000		125,000	155,000	525,000	305,000	72,396,115	20,000,000	1,780,000	18,240,000	54,156,115	75%
2026	2027	1,447,922,300		330,000	130,000	185,000		125,000	155,000	505,000	315,000	72,396,115	18,240,000	1,745,000	16,495,000	55,901,115	77%
2027	2028	1,447,922,300		335,000	135,000	190,000		130,000	160,000	495,000	335,000	72,396,115	16,495,000	1,780,000	14,715,000	57,681,115	80%
2028	2029	1,447,922,300		340,000	120,000	185,000		130,000	160,000	330,000	330,000	72,396,115	14,715,000	1,595,000	13,120,000	59,276,115	82%
2029	2030	1,447,922,300		345,000	240,000	85,000		125,000	150,000	420,000	340,000	72,396,115	13,120,000	1,715,000	11,405,000	60,991,115	84%
2030	2031	1,447,922,300		360,000	345,000	90,000		135,000	135,000	400,000	180,000	72,396,115	11,405,000	1,625,000	9,780,000	62,616,115	86%
2031	2032	1,447,922,300		370,000	140,000	90,000		150,000	140,000	305,000	165,000	72,396,115	9,780,000	1,360,000	8,420,000	63,976,115	88%
2032	2033	1,447,922,300		375,000	115,000	95,000		150,000	140,000	230,000	80,000	72,396,115	8,420,000	1,185,000	7,235,000	65,151,115	90%
2033	2034	1,447,922,300		385,000	120,000	95,000		155,000	145,000	90,000	85,000	72,396,115	7,235,000	1,075,000	6,160,000	66,236,115	91%
2034	2035	1,447,922,300		400,000	125,000	95,000		160,000	145,000	85,000	80,000	72,396,115	6,160,000	1,100,000	5,060,000	67,336,115	93%
2035	2036	1,447,922,300		420,000	125,000	105,000		160,000	145,000	85,000	85,000	72,396,115	5,060,000	1,135,000	3,925,000	68,471,115	95%
2036	2037	1,447,922,300			135,000	150,000		165,000	150,000	105,000	95,000	72,396,115	3,925,000	800,000	3,125,000	69,271,115	96%
2037	2038	1,447,922,300				200,000		175,000	150,000	145,000	95,000	72,396,115	3,125,000	765,000	2,360,000	70,036,115	97%
2038	2039	1,447,922,300						180,000	155,000	360,000	100,000	72,396,115	2,360,000	795,000	1,565,000	70,831,115	98%
2039	2040	1,447,922,300						180,000	160,000	565,000	105,000	72,396,115	1,565,000	770,000	785,000	71,601,115	98%
2040	2041	1,447,922,300									110,000	72,396,115	785,000	680,000	115,000	72,261,115	100%
2041	2042	1,447,922,300								570,000	115,000	72,396,115	115,000			72,396,115	100%
Total			175,000	5,045,000	2,565,000	2,250,000	285,000	2,260,000	2,670,000	6,595,000	3,805,000						

- Borrowing Capacity \$72,396,115
- Debt Subject to Limit \$23,725,000
- Available Capacity \$48,671,115 (67%)



Tax Levy for Debt Service



- 202~~A~~ \$1,970,000 & \$1.76 / \$1,000 of EV
- 202~~B~~ \$1,963,827 & \$1.60 / \$1,000 of EV



Capital Projects

Streets	\$1,537,000: \$393,000 assessed
Water	\$601,000: Utility pays cash
Wastewater	\$514,000: Utility pays cash
Stormwater	\$488,000
Equipment, etc.	TBD – Vehicles/Equip \$600,000
Chippewa Crossing (TIF)	\$1,304,000 (not combined with any other)



Preliminary Finance Plan

General Obligation Debt

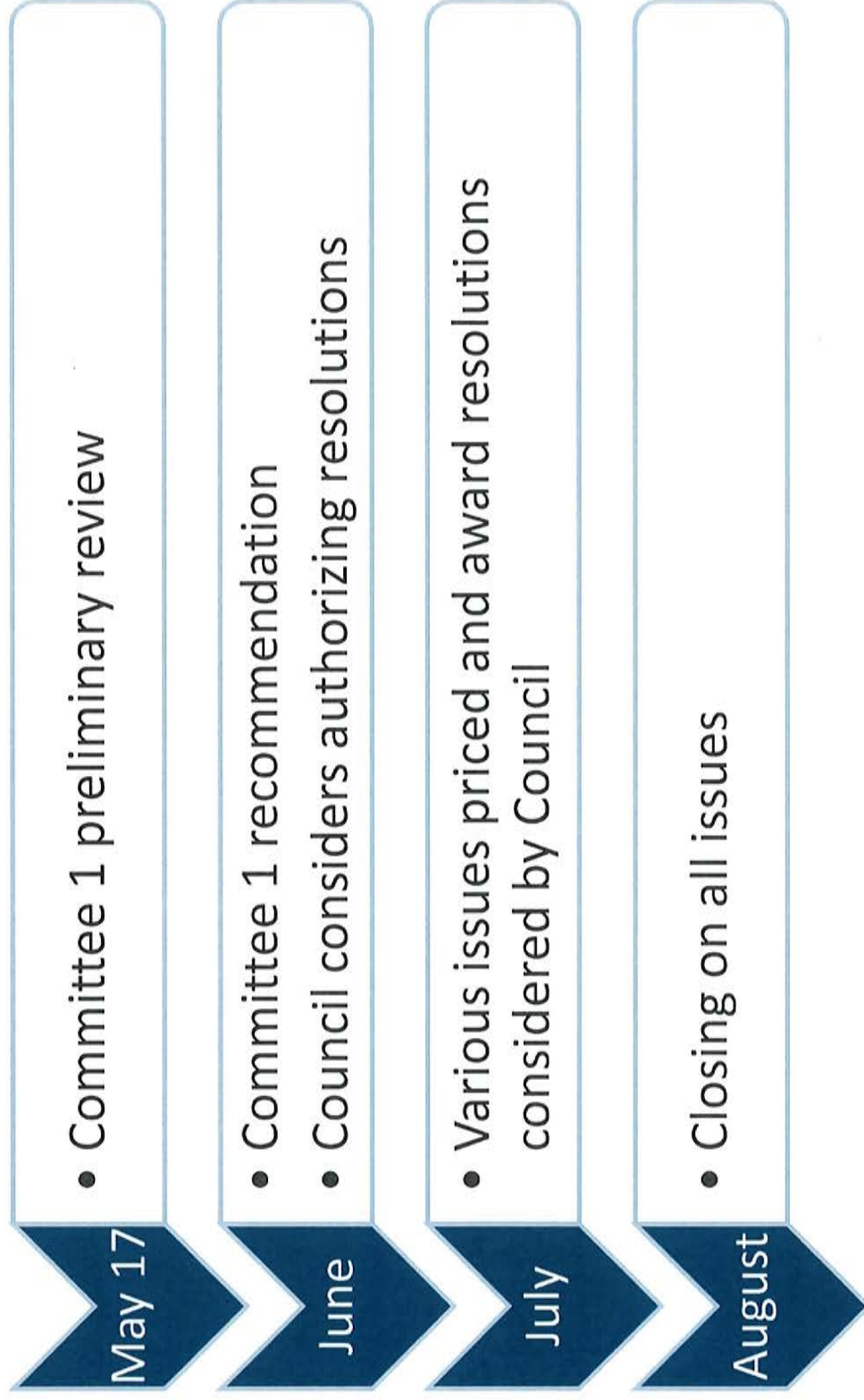
- Streets \$1,144,723
- Stormwater \$488,205
- Equipment (interim note, then bonds)

Interim Finance

- Chippewa Crossing expansion
- TID 16 currently unable to support cost
- Can borrow for interest due – 1st three years



Preliminary Calendar



Account No. XX-0013497707-X
Job No. 13742904
Job Address 30 W CENTRAL ST UNIT SINGLE EXT
CHIPPEWA FALLS, WI 54729-7530



Northern States Power Company – Wisconsin

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 Electric Distribution Facilities

Your portion of the cost of this project is \$7,945.88. 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 Design Operations Specialist by email at NSPWDesignCIAC@xcelenergy.com or U.S. Postal Service to the address listed at the bottom right of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Customer Contribution Advance Payment Agreement

- **Additional enclosures:**
 - * Customer Payment Options
 - * Electric Terms and Conditions

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,
David Melsness
DESIGNER SR DISTRIBUTION
1400 WESTERN AVENUE
EAU CLAIRE, WI 54701
Xcel Energy
David.J.Melsness@xcelenergy.com
715-737-6026

Mailing Address for Documents:

Xcel Energy
ATTN Design Operations Specialist
PO Box 8
Eau Claire, WI 54702-0008



Additional Information for Installing Facilities

Installation of the requested facilities will be added to our construction schedule as soon as the signed contracts and payment have been returned, and the construction site meets "site ready" requirements.

Site Ready - Prior to installation, the service route must be within 4-6" of final grade (new construction). Service route must be clear of all obstacles (i.e., vehicles, building supplies, trash receptacles, etc.) from the meter location to the distribution source. Failure to have the site ready may result in a delay of the installation of your service.

Locating Underground Facilities - Xcel Energy (and/or its contractor) will have existing underground utility owned facilities located prior to installation. These facilities will be marked with paint and /or flags.

If applicable, you must clearly mark all private underground facilities (i.e., underground tanks, electrical wiring, sewer, well, sprinkler system, water lines, drain fields, invisible fences, etc.) with paint, flags and/or stakes.

Xcel Energy (and/or its contractor) will not be liable for any damage to private underground facilities as a result of improper or lack of identification.

Restoration - Xcel Energy (and/or its contractor) will backfill the service trench on your property with existing soil. You are responsible for any final compacting and re-landscaping, including seeding/sod and watering, at your expense.

Winter Construction Charges – If winter conditions exist at the time of installation you may be subject to winter construction charges. To avoid these charges you need to apply for service and be Site Ready (see above) prior to October 1st.

Please feel free to contact Xcel Energy if you have any questions.



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 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 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 \$1.50 fee per transaction*
 - *No fee for Wisconsin 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 Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting 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 9477
Minneapolis, MN 55484-9477

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.

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.



Customer Contribution Electric Advance Payment Agreement

Please Bill	Service Address
Customer Name <u>CITY OF CHIPPEWA FALLS</u>	Project Name <u>DJM/CHF/30 W CENTRAL ST/3Ø DIST UPGRD</u>
Mailing Address <u>30 W CENTRAL ST</u>	Street Address <u>30 W CENTRAL ST UNIT SINGLE EXT</u>
Mailing Address _____	City, St Zip <u>CHIPPEWA FALLS, WI 54729-7530</u>
Mailing Address <u>CHIPPEWA FALLS, WI 54729-7530</u>	County <u>CHIPPEWA</u>
Phone # <u>715-726-2765</u>	
Alt Phone # _____	Nearest Valid _____
Paid by: If different _____	Address _____
Designer <u>David Melsness</u>	
Office Number <u>715-737-6026</u>	

Service Notification	13742904
Type of Work	Electric Advance
Service Detail	208/120V three phase
kW Demand	58

Amount	\$7,945.88
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AGREEMENT, made this date, 05/15/2023 by and between Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc., hereafter referred to as the "Company", and CITY OF CHIPPEWA FALLS, hereinafter referred to as the "Customer".

The parties hereto, each in consideration of the agreements of the other, agree as follows:

1. **ELECTRIC DISTRIBUTION FACILITIES EXTENSION.** The Company agrees to install facilities and furnish electric service in the form of 208/120V three phase available for an estimated electric capacity kW demand of 58.

Add'l description:

No restoration by Xcel Energy. Customer to install bollards around transformer, 4" PVC conduit to pole, CT Metering, and level transformer location in advance of installation.

Said service shall be provided in accordance with the Company's rates, rules and regulations currently on file with the appropriate jurisdictional utilities commission, as hereafter supplemented, amended or modified.

SPECIAL PROVISIONS:

ATTN: SCOT MICHELS - COST FOR ELECTRIC DISTRIBUTION UPGRADE FOR CHIPPEWA FALLS CITY HALL. PRICE ON INVOICE VALID FOR 90 DAYS OF STATEMENT DATE.

2. **ESTIMATED CONTRIBUTIONS.** The Customer agrees to pay the Company, as a contribution toward the cost of the extension, the estimated amount listed above. This amount represents an estimate of that portion of the total cost of the extension which the Company may charge to the Customer. The Customer, upon signing this agreement, accepts the terms and conditions attached.

3. **RECALCULATION OF CONTRIBUTION.** Upon completion of an extension which differs from the original design, the company will recalculate the amount of the Customer's contribution based upon the cost of the extension as built using the same formula as was used to determine the estimated Customer contribution. If, as a result of a design change, the "actual" Customer contribution exceeds the "estimated" Customer contribution by \$20.00 or more, the Customer shall pay the Company the difference, and/or, if the estimated Customer contribution exceeds the actual Customer contribution by \$20.00 or more, the Company will refund the difference to the Customer.

4. **REFUND OF PORTION OF CUSTOMER CONTRIBUTION.** If, at any time within 5 years of the date the extension is installed, additional Customers are provided electrical service from the extension, the Company may refund a portion of the Customer's refundable contribution. If additional customers are provided service, the refund, if any, shall be equal to the greater of: 1) The number of new customers connected (per type of service) times the embedded cost allowance for that type of service in effect at the time of this agreement, less the estimated cost of any additional distribution facilities required for the additional customer(s); or 2) The number of new customers connected (per type of service) times the embedded cost allowance (for that type of service) in effect at the time the new customers are connected, less the estimated cost of any additional distribution facilities required for the new customer. If the estimated cost of the required additional distribution facilities to service the new customers exceed the applicable allowance for that customer, no refund will be made. In no event shall the total refund exceed the total Customer contribution made pursuant to this Agreement. Refunds will be made to the Customer listed above unless a written assignment of such refund executed by such persons or entity has been delivered to the Company prior to the date of payment of the refund.

5. **OWNERSHIP OF FACILITIES.** The Company, at all times, shall own the facilities installed pursuant to this Agreement, notwithstanding any contribution or payment made by the Customer.

6. The Customer shall not assign this Agreement without written consent of Company. When assignment of this agreement occurs, such assignment will transfer financial liabilities documented within this contract to new assigned party. Company's consent will be conditioned upon the proposed assignee meeting the requirements of any applicable tariff provisions, and expressly assuming remaining liabilities of Customer hereunder, together with such other requirements as may be set forth by Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, and the same shall be binding upon the respective parties, and each of their successors and assigns.

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By: Timothy Blodgett Digitally signed by Timothy Blodgett Date: 2023.05.10 12:12:09 -05'00'	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name: Timothy Blodgett	Printed Name:
Title: Distribution Design Manager	Title (if applicable):
Date: 05/15/2023	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.

1. **SERVICE CONNECTIONS:** The Company shall connect its service lines to the service wires of Customer at a point, the location of which shall be designated by the Company. The customer shall grant to the Company right-of-way on his premises for the installation and maintenance of the necessary distribution lines service connections, and appurtenances, and shall without expense to the Company, provide and maintain on the premise, at locations satisfactory to the Company, proper space for the Company's transformers, metering equipment and appurtenances. The Customer shall provide for the safekeeping of the Company's meters and other equipment and shall reimburse the Company for the cost of any alterations to the Company's property necessitated by customer and for any loss of or damage is occasioned by Company's negligence or causes beyond the control of the Customer.

Where underground **service and distribution facilities** are to be installed, the Company may or may not require an easement. If, in the Company's sole judgment, the company needs an easement over the Customer's property in order to furnish service to the Customer, the Customer shall provide the Company with an easement at no expense to the Company. If, in the Company's sole judgment, the Customer needs an easement or easements over property not owned by the Customer in order to furnish service to the Customer, the Customer shall obtain the easement(s) at no expense to the Company. The installation area or "strip" shall be cleared of trees and other obstructions, graded to a level which shall not be above or more than four (4) inches below finished grade for a minimum width of 10 feet on either side of the proposed route prior to the time installation of underground facilities is commenced and at no expense to the Company.

A minimum width 5 feet on either side of the service facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of electric facilities. A minimum width of 10 feet on either side of the distribution facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of electric facilities. If the Customer does not maintain the said right of way, the Company shall relocate the facilities at no expense to the Company as defined in the electric tariff. The Company shall be notified in advance of any proposed grade changes after installation, and all costs incurred as a result of such changes will be the responsibility of the Customer.

The Customer shall provide for the safekeeping of the Company's meters and other equipment and shall reimburse the Company for the cost of any alterations to the Company's property located on the premises unless such loss or damage is occasioned by the Company's negligence or causes beyond the control of the Customer.

2. **METERS:** The Company will furnish, install as close as is practical to the service entrance on the Customer's premises, and maintain one set of metering equipment. Company will maintain and test its metering equipment in accordance with standard practice. In the event the Company's test shows meter error in excess of tolerance prescribed by the Public Service Commission, the Company shall recalculate the bills for service during the period of inaccuracy and make adjustments of bills in accordance with the rules prescribed by such Commission. When metering equipment fails to register, the Company will estimate the quantity of energy consumed based on available data.

The expense of any meter test requested by the Customer more often than specified by the Public Service Commission rules will be borne by the Customer except that, if such test shows the meter to be in error in excess of tolerances prescribed by the Commission, the cost of such test will be borne by the Company.

The Customer, if he so desires, may install at his own expense additional meters in series with the Company's meter, for measuring electric energy used by himself but not for measuring service to any other person.

3. **CUSTOMER'S WIRING AND EQUIPMENT:** All wiring and equipment on the Customer's side of the point of equipment, shall be furnished, installed, and maintained at the Customer's expense in a manner approved by the public authorities having jurisdiction over the same and in accordance with the Company's requirements.

Any inspection of the Customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its Customers or damage to its property and for no other purpose, and shall not be construed to impose any liability upon the Company, to the Customer, or any other person by reason thereof, and the Company shall not be liable or responsible for any loss, injury, or damage which may result from the use of, or defects in , the Customer's wiring or equipment.

The Company may, however, at any time require the Customer to make such changes in his equipment or use thereof, as may be necessary to eliminate any hazardous condition or any injurious effect which the operation of Customer's equipment may have on the Company's employees, equipment or service.

The transformers, service connections, meters and appurtenances used in furnishing electric service to the Customer have a definite capacity, and therefore no material increase in load or equipment shall be made without first making arrangements with the Company for the additional electric supply.

4. ACCESS TO CUSTOMER'S PREMISES: The company representatives, when properly identified shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, tree trimming, tree removal and vegetation control, removing the Company's property or for any other purpose incident to the service.

5. USE OF SERVICE: Electric service may be used only for the purposes set forth in the rate schedule. Electric service is furnished for the use of the Customer only and the Customer shall not resell it to other persons.

6. CONTINUITY OF SERVICE: The Company will use all reasonable care to provide continuous service and if it be prevented from delivering electric energy, wholly or in part, or the Customer be prevented from receiving electric energy, wholly or in part, by any cause not reasonably within control, including but not limited to: fire, explosion, flood, strike, unavoidable accident, Federal, State or Municipal interference, the parties agree (except in the case of a practically total suspension of their respective businesses) diligently to put their respective works in condition again to supply or to receive electric energy as the case may be;

the Company shall not be liable for any damage or loss resulting from such interruption or suspension nor shall the same be considered a breach of this agreement; for interruptions due to the above-mentioned causes, the Customer shall be entitled to a reduction in the period of one month, provided the Customer shall have promptly given notice in writing to the Company at its office of such shutdown or interference and the cause thereof; provided, further, that voluntary shutdown of the plant or property by the Customer, or voluntary discontinuance or suspension of its business, shall be expected from the operations of this paragraph.

7. COMPANY'S RIGHT TO DISCONTINUE OR CURTAIL SUPPLY: The Company shall have the right to refuse, discontinue, or curtail the supply of electric service for any of the following reasons:

For failure by the Customer to pay amounts payable when due, or to establish credit when requested: to prevent fraud or abuse; when evidence is found of diversion of electric service, or tampering with service wires, meters, or appurtenances on the Customer's premises; when necessary to make repairs, replacements, or changes in the Company's equipment, when the Company is prevented from furnishing electric service to the Customer because of lack of permits or necessary right of way privileges; when necessary to comply with any order or request of any government authority having jurisdiction; or for failure of the Customer to comply with any of the other provisions of this Agreement.

Any discontinuance or curtailment of supply shall not relieve the Customer from this obligation to the Company."

8. WAIVER OF RIGHTS OR DEFAULTS: No delay by the Company in enforcing any of its rights shall be deemed a waiver of such rights, nor shall a waiver by the Company of any of the Customer's defaults be deemed waiver of any other or subsequent defaults.

9. DELAYS: Neither party hereto shall be liable for delays not reasonably within its control, including delays caused by inability to secure or replace materials or supplies necessary to perform the work contemplated herein, nor shall any such delays be deemed a breach of any obligation under this Agreement.