

Wisconsin/Michigan Customer Contribution - Electric Advance Payment Agreement April 25, 2017

Check #
Check Date 813/2017
Check Amt 38492.74
CRS Acct 52- 0011737015-2
CRS Bill Date 7/26/17

			CR3 bill bate / 12811/
	Please Bill	Service Address	
Customer Name Mailing Address Mailing Address Mailing Address Phone Number Cell Phone #	City of La Crosse c/o: Bernie Lenz La Crosse, Wl. 54601 608-789-7364	Project Name Street Address City, St Zip County Nearest Valid Address	Install 10' new street lights along Berlin Dr Berlin Dr. La Crosse, Wl. 54603 La Crosse
Paid by: If different		Service Type	C3I 💌
Designer	Scott Roberts	Branch Code	LA CROSSE Y
Office Number	608-789-3625	Division Code	LC

			Advances - CIA	C Refundable			
Service Type	Work Order	Bus Unit	Object Acct	Subsidiary	Type of Work	Charge Code	Amount
Electric	1257 5850	11	733400	10480934	St/AreaLtgNewCon ♥	8483	\$38,492.74
Passport Design #	Proposed Install Date	Effec	ive Date				
575490	TBD	Date Facil	ties installed				

AGREEMENT, made this date, April 25, 2017 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 La Crosse hereinafter referred to as the "Customer".

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

ELECTRIC DISTRIBUTION FACILITIES EXTENSION. The Company agrees to install facilities and furnish electric service in the form of

available for an estimated electric capacity kW demand of

at

Install 10' new street lights along Berlin Dr. Berlin Dr. La Crosse, Wi. 54603 Addi'l description: Xcel will install ten new street lights along the new Berlin Drive extension.

These lights will match the existing lights along the existing Berlin Drive.

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:

The City of La Crosse will create a 10' wide utility easement and have the easement staked along Berlin Drive for the Xcel Energy facilities. The grade inside the easement must be within 4" of final grade prior to Xcel installing the facilities. Xcel will not be responsible for restoration. Street lights will be placed 2' behind the new curb on Berlin Dr. with approximately 150' space between lights.

- 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 (cont on next page)

- 4. REFUND OF PORTION OF CUSTOMER CONTRIBUTION (cont) 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.

Customer: City of La Crosse

c/o: Bernie Lenz La Crosse, WI. 54601

Authorized Signature

Customer/ Representative Signature & Date

Title (if representative): CITY ENGINEED

KANDY IUNTENWALD

Print Name

Scots Loberts 7/12/17

Xcel Energy Designer Signature & Date

Print Names /

Veni Engray Manadement Signature & Date

Print Name



Wisconsin/Michigan Customer Contribution - Electric Advance Payment Agreement April 25, 2017

Check #
Check Date 8/3/17
Check Amt 36/207.89
CRS Acct # 52-00/17370/5-2
CRS Bill Date 7/26/17

	Please Bill	Service Address	PBC# 1565703
Customer Name Malling Address Malling Address Malling Address Phone Number Cell Phone #	City of La Crosse c/o: Bernie Lenz La Crosse, Wl. 54601 608-789-7364	Project Name Street Address City, St Zip County Nearest Valid Address	Installing underground primary on Berlin I Berlin Dr. La Crosse, Wl. 54603 La Crosse
Paid by: If different		Service Type	C81 ♥
Designer	Scott Roberts	Branch Code	LA CROSSE .
Office Number	608-789-3625	Division Code	LC

			Advances - CIA	C Refundable			
Service Type	Work Order	Bus Unit	Object Acct	Subsidiary	Type of Work	Charge Code	Amount
Electric	12575422	11	438110	0011	WI Advance - C&I ▼	8478	\$36,207.89
Passport Design #	Proposed Install Date	Effective Date					
575036	TBD	Date Facil	ties Installed				

AGREEMENT, made this date, April 25, 2017 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 La Crosse hereinafter referred to as the "Customer".

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

	N FACILITIES EXTENSION. The Company agrees to install facilities and fu	inion ciconic connecting in the form of
₩	available for an estimated electric capacity kW demand of	at
	7	

nstalling underground primary on Berlin Dr. Berlin Dr.

La Crosse, WI. 54603

Addt'l description: Extend three phase underground primary along Berlin Dr. and Install a three phase load break center.

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:

The City of La Crosse will create a 10' wide utility easement and have the easement staked along Berlin Drive for the Xcel Energy facilities. The grade inside the easement must be within 4" of final grade prior to Xcel installing the facilities. Xcel will not be responsible for restoration. The request for street lighting will be on a separate contract.

- 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 (cont on next page)

- 4. REFUND OF PORTION OF CUSTOMER CONTRIBUTION (cont) 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.

Customer: City of La Crosse

c/o: Bernie Lenz La Crosse, Wl. 54601

Authorized Signature

Customeri Representative Signature & Date

Title (If representative): CITY FINGIIVEE12

KANDY LURTENWALD

Print Name

Scott Kolleys 7/12/17

Acet Energy Designer Signature & Da

Print Narge //

Vani Engral Manadamant Signatura & Data

Print Name



Wisconsin

Customer Contribution -Gas Advance Payment Agreement April 25, 2017

Check #	
Check Date	
Check Amt	
CRS Acct#	52-0011737015-2
	E /2 /001E

CRS Bill Date 5/3/2017 Please Bill Service Address PBC# 1544591 **Customer Name** City of La Crosse Gas Main Extension on Berlin Drive **Project Name** Mailing Address c/o: Bernie Lenz Street Address Berlin Dr. La Crosse, Wl. 54601 Mailing Address City, St Zip La Crosse, Wl. 54603 Malling Address County La Crosse Phone Number 608-789-7364 Nearest Valid Address Cell Phone # Paid by: If different CMI Service Type **Scott Roberts** Designer Branch Code LA CROSSE Office Number 608-789-3625 **Division Code** LC

			Advances - CIA	C Refundable			
Service Type	Work Order	Bus Unit	Object Acct	Subsidiary	Type of Work	Charge Code	Amount
Gas	12542522	11	438140	0011	WI Advance - C&I ▼	8481	\$33,030.37

Passport Design #	Proposed Install Date	Effective Date
575783	TBD	Date Facilities Installed

AGREEMENT, made this date,

April 25, 2017

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 La Crosse

hereinafter referred to as the "Customer".

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

1. GAS MAIN EXTENSION: The Company agrees to install facilities and furnish gas service in the form of

4 inch main

available for an estimated gas therm usage of 0

at

Gas Main Extension on Berlin Drive Berlin Dr. La Crosse, WI. 54603 Addt'l description: Xcel will extend 4" PE gas main in the provided easement on Berlin Drive starting at Emerald Drive and going East for 1500' on Berlin Drive.

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:

Xcel is not responsible for restoration. The City of La Crosse will have the easement staked along the entire route of Berlin Drive.

- 2. Subject to all the terms and conditions hereinafter contained and Company's rules and regulations on file with the appropriate jurisdictional utilities commission, Company shall install, own, and maintain all facilities necessary to provide a gas main system to supply service within the area indicated on the map or plat attached and made a part hereof.
- 3. The gas main system shall be installed by the Company at the approximate locations as shown on the attached sketch, provided, however, that if the Company is unable to secure upon reasonable terms and conditions from all appropriate governmental units, the permits, licenses, or authority necessary for the installation and operation of said gas facilities, this Agreement shall be void and neither party shall have any rights, duties or privileges hereunder.
- 4. The Company shall endeavor to coordinate the installation of said gas main system with the activities of the Customer in the areas to be served thereby, provide, however, that the Company shall not be required to install the gas main system in segments smaller or larger than considered economically feasible by the Company. Any segments included in the current estimate shown above, but not installed, are subject to changes in the costs, rules and regulations at the time additional segments are installed. The estimate for the additional segments will be adjusted for any cost increases or decreases. The Company shall not be responsible for any damages resulting from delay in completing the installation of the gas main system contemplated herein, whether such delay is due to casualty, labor dispute, weather or other similar or dissimilar causes beyond the reasonable control of the Company.

- 5. Prior to the installation of said system, the Customer shall, at no cost or expense to the Company, secure such easement rights as the Company may require for the installation, operation and maintenance of said system.
- 6. Prior to the time the installation of any segment of said gas main system is commenced by the Company, the Customer shall establish grades in the easement strip or area of intended installation which shall not be above or more than four (4) inches below the finished grade. Before the trenching operations are started by the Company:
 - (a) The route of said gas main system shall be made accessible to the Company's equipment by the Customer;
 - (b) All obstructions shall be removed from such route;
 - (c) Marker stakes at lot corners shall be placed by the Customer at intervals designated by the Company.
- 7. The Customer agrees to pay to the Company, prior to commencement of construction, an amount equal to the installed cost of the facilities, shown above. The Company may refund an amount equal to the excess construction allowance paid by the Customer in the event additional customers connect to the original natural gas main within five (5) years of the date facilities are installed. Construction allowance shall be determined in accordance with the Company's rules and regulations on file with the appropriate jurisdictional utilities commission. In no case will the refunds made by the Company to the Customer exceed the payment made by the Customer for the facilities. Facilities installed by the Company shall be the property of the Company and any payments made by the Customer shall not entitle the Customer to any ownership interest or rights therein. Financed amounts in excess of \$10,000 must be secured by a letter of credit or similar financial documentation acceptable to the Company.
- 8. The Customer shall pay, upon completion of the installation, all additional costs incurred by the Company because of: (a) delays caused by the Customer, (b) installation of said gas main system after the ground is frozen, (c) unknown subsurface conditions such as rock formations, or (d) paving of streets, alleys or other areas prior to the installation of any portion of said gas system not made to accommodate the needs of the Company and not taken into consideration in arriving at the Customer's contribution listed above, shall be borne by the Customer.
- 9. The provisions of this Agreement shall be subject to the rates, rules and regulations of the Company as filed with the appropriate jurisdictional utilities commission and as the same may hereafter be supplemented or modified by said Commission.
- 10. The Customer shall not assign this Agreement without written consent of the Company. When assignment of this agreement occurs, such assignment will transfer financial liabilities documented within this contract to new assigned party. The 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 the 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.

Customer: City of La Crosse

c/o: Bernie Lenz

La Crosse, WI. 54601

Authorized Signature

Customer / Representative &

Title (if representative):

Xcel Energy

Print Name