



**Wisconsin
Customer Contribution - Gas
Advance Payment Agreement
April 25, 2017**

Check # _____
 Check Date _____
 Check Amt _____
 CRS Acct # 52-0011737015-2
 GRS Bill Date 5/3/2017
 PBC # 1544591

| Please Bill | | Service Address | |
|-----------------------|----------------------|-----------------------|------------------------------------|
| Customer Name | City of La Crosse | Project Name | Gas Main Extension on Berlin Drive |
| Mailing Address | c/o: Bernie Lenz | Street Address | Berlin Dr. |
| Mailing Address | La Crosse, WI. 54601 | City, St Zip | La Crosse, WI. 54603 |
| Mailing Address | | County | La Crosse |
| Phone Number | 608-789-7364 | Nearest Valid Address | |
| Cell Phone # | | | |
| Paid by: If different | | Service Type | C&I |
| Designer | Scott Roberts | Branch Code | LA CROSSE |
| Office Number | 608-789-3625 | Division Code | LC |

**Gas Main Extension on Berlin Drive
Berlin Dr.
La Crosse, WI. 54603
La Crosse**

| Advances - CIAC 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

Add'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.

CUSTOMER CONTRIBUTION AGREEMENT - GAS (continued)

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 X 
Customer / Representative & Date
Title (if representative): CITY ENGINEER
RANDY TURTENWALD
Print Name

 7/12/17
Xcel Energy Representative Signature & Date
Scott Roberts
Print Name
 8/8/17
Xcel Energy Management Signature & Date
Edward PrzytarSKI
Print Name