

## PROPERTY ACCESS AGREEMENT

This Property Access Agreement ("Agreement") is effective this 11<sup>th</sup> (day) of December (month), 2023 (year) for a period of 14 weeks by and between Northern States Power Company, a Wisconsin corporation (applicant) and the City of La Crosse ("Property Owner").

### Recitals

- A. Property Owner owns real Property located as outlined in attached Recital A.
- B. Northern States Power Company, a Wisconsin corporation (applicant) requests Property Owner's permission for its authorized employees, representatives, contractors, subcontractors and agents (collectively the "Access Parties") to enter the Property for the purposes described below and in attached Recital B.
- C. Property Owner is willing to provide the Access Parties with such access under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

### Agreement

1. This application for a Property Access Agreement must be filed with the City of La Crosse Board of Public Works thirty days prior to the planned start of staging and Work. All necessary permits must be in hand by the date of application and attached here as **Exhibit A**.
2. Pursuant to the terms and conditions herein, the Access Parties are granted non-exclusive access to the Property under this Agreement for the purposes of:
  - **Parcel A:** staging area;
  - **Parcel B:** access along bike trail west of Highway 35. **Staging** on bike trail, including a 50-foot wide matted ramp off west side of bike trail to reach Applicant's property; also removal of vegetation on each side of the Vietnam Veteran's trail. **Vegetation removal** for a width of 75 feet to the south from the centerline of Applicant's W3432 transmission line and 25 feet to the north. Selective removal of tall vegetation for a width of 50 feet (25 feet each side of centerline) on Applicant's W3436 transmission line, in keeping with normal cyclical vegetation clearing practices. The cut vegetation will either be removed or chipped and spread in the transmission right-of-way, not on the bike trail. **Work areas** south of and adjacent to Applicant's property both east and west of bike trail
  - **Parcel C:** access and work area along bike trail west of Copeland
  - **Parcel D:** access and work area along bike trail on Oktoberfest property
  - **Parcel E:** work area for construction of concrete foundation and installation of new pole, followed by removal of existing transmission pole and guy wires.

- a. The staging area for the Work shall be restricted to the area depicted on the map attached as **Exhibit B**. The Work shall be restricted to the area depicted on the map attached as **Exhibit C**. Access to the Work from the staging area is shown on the map attached as **Exhibit D**.
  - b. Except for use of the staging area, Work shall not occur on Saturday or Sunday. The staging area and the Work area, including public trails and facilities, shall be secured by fence or other method approved by the Board of Public Works in order to prevent harm to the public. (Such restrictions should be limited, as access for the public to trails and other public facilities is a priority.)
  - c. A detailed restoration plan (re-vegetation and site restoration) for all upland and wetland areas impacted by either staging or Work must accompany this application as shown in **Exhibit E**.
3. Northern States Power Company, a Wisconsin corporation (applicant) shall be solely responsible for ensuring that all Access Parties comply with the requirements of this Agreement.
4. The Access Parties shall conduct their activities in a safe a prudent manner and in compliance with all applicable laws. Northern States Power Company, a Wisconsin corporation (applicant) shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work Northern States Power Company, a Wisconsin corporation (applicant) shall restore the Property to its conditions as existed immediately prior to the entry. This restoration shall include, without limitation:
  - a. Northern States Power Company, a Wisconsin corporation (applicant) will be responsible for paying for an environmental professional assessment that must be submitted to property owner within 30 days of completed work.
  - b. repairing any damages to the staging area.
  - c. restoration of soil surface, water, vegetation, and plant communities as provided for in permits issued by the Wisconsin Department of Natural Resources and the United States Army Corps of Engineers as shown in **Exhibit A** and by Northern States Power Company, a Wisconsin corporation (applicant) in **Exhibit D**.
  - d. if necessary, this application must assess cumulative impacts.
  - e. if necessary, this application must take into account critical species mating/nesting/development and habitat issues.
  - f. if this application proposes Work in the La Crosse River Marsh and includes the use of heavy equipment, repair and restoration may take into account lesser impact if staging and Work is done when ground is frozen, and ice is thick enough to support the equipment.
5. Northern States Power Company, a Wisconsin corporation (applicant) shall indemnify, defend and hold harmless Property Owner from any claims, demands, obligations, actions, causes of action (at law, in equity or otherwise), defenses and affirmative defenses, rights, damages, costs, reasonable attorneys' fees, liabilities, expenses and compensation of any kind or nature (collectively "Claims") to the extent caused by the

intentional misconduct or negligence of the Access Parties while the Access Parties are performing the Work on the Property pursuant to this Agreement and/or caused by Northern States Power Company, a Wisconsin corporation (applicant's) breach of this Agreement.

6. Northern States Power Company, a Wisconsin corporation (applicant) shall pay Property Owner the discounted amount of \$1,500 in order to cover administrative costs in processing the Agreement on an expedited basis.
7. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.
8. This Agreement shall bind upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
9. This Agreement may be amended, modified, superseded or canceled, and any of the terms or covenants hereof may be waived, only by written instrument executed by Northern States Power Company (Access Parties) and the Board of Public Works or, in the case of waiver, by the party waiving compliance.
10. This Agreement does not convey an interest in real property. The parties do not intend to create a lease, easement or other real property interest. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have cause this Agreement to be executed by their officers or officials, duly authorized, as of the day and year first above written.

**CITY OF LA CROSSE**

By: Maylor Mitch Reynolds  
Its: \_\_\_\_\_

**NORTHERN STATES POWER COMPANY, a Wisconsin corporation**

By: Sarah B. Schwartz  
Its: Manager, Siting and Land Rights

Recital A

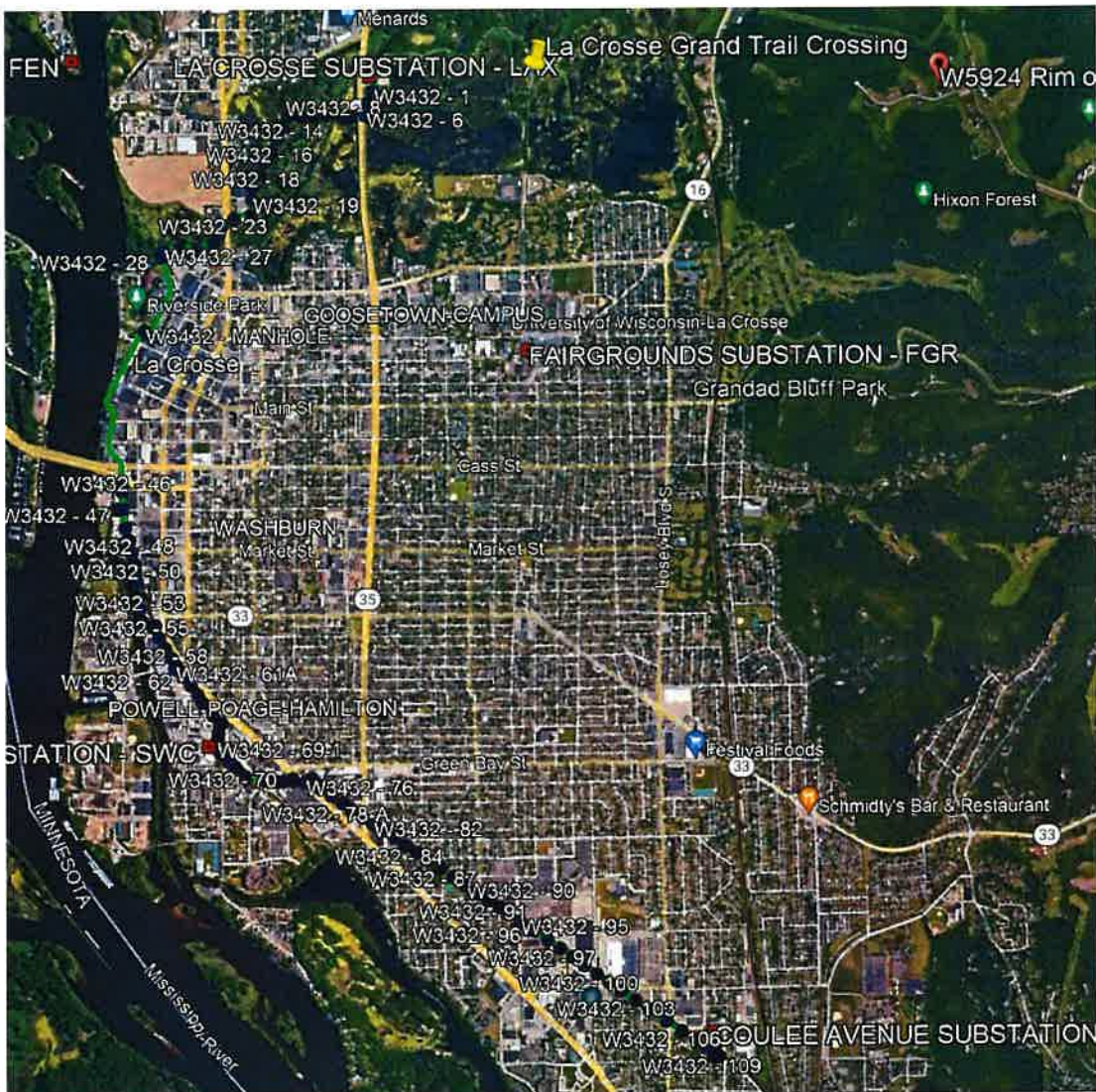
Property owned by Property Owner

- Parcel A: 17-20254-10 - Part of the N1/2 NE 32-16-7 (marsh area south of La Crosse substation)
- Parcel B: 17-10298-74 - Part of Government Lots 5 & 6, 29-16-7 **and** 17-20259-110 and 17-20254-120 both part of Government Lot 2, 32-16-7 (Vietnam Veteran's trail)
- Parcel C: Jim Asfoor trail on Redevelopment Authority property west of Copeland Ave
- Parcel D: Vietnam Veterans trail on JAWC North LLC property (Oktoberfest grounds)
- Parcel E: 17-30093-140 – Part of Block 9 of Burns Addition and Part of Government Lot 4, 6-15-7 (south of City Brewing, west of Norplex Dr)

## RECITAL B

### PROJECT OVERVIEW

Xcel Energy has an existing overhead 69-kilovolt transmission line (W3432) that is scheduled to be rebuilt due to its age and condition. The overhead line begins at our La Crosse Substation on Lang Drive and crosses the La Crosse River just southwest of the La Crosse Substation and north of the Oktoberfest grounds where it then goes underground. The underground portion of the line from the Oktoberfest grounds to Cameron St, which runs primarily along Front St, is not part of this project and will remain as is. The overhead line to be rebuilt then runs from the intersection of Cameron and Front St and runs along the west side of Front St to Jackson St where it then follows the BNSF railroad to a substation called Swift Creek. The overhead line continues along and parallel to the BNSF railroad, through the Gundersen Clinic campus to our Coulee Avenue Substation near the intersection of Coulee Avenue and 27th St.





The existing wood poles will be replaced with steel poles, which will provide improved life and reliability compared to wood poles. Some of the steel poles will need to have concrete foundations at angle points, which will eliminate existing guy wires and anchors.

The project will begin in November 2023 with site preparation in locations near the La Crosse and Swift Creek Substations, which will include grading and laying mats. Foundation and overhead line construction and the delivery/receiving of steel poles is set to begin in early January 2024. Tree trimming and removal has been completed, except for the areas along the Vietnam Veteran's and Jim Asfoor trails. Construction will be completed by June 2024.

#### EQUIPMENT

The equipment that will be used will vary by task, but will include, utility bucket trucks, drill rigs and concrete trucks at foundation sites, flatbed trucks with materials to pole locations, hydraulic crane equipment for setting poles, pickup trucks, and in select location wire pulling and tensioning equipment.

#### TRAIL CLOSURES

The specific dates and durations of trail closures will depend on the task being performed. We will make every effort to minimize the occurrence and duration of closures but will err on the side of safety. We understand that keeping people off closed trails can be challenging, so we are proposing to close the trails via Lang Drive for the Vietnam Veterans trail. Similarly, we'll close the Jim Asfoor trail at Monitor Street and at the Festival Foods parking area. The trail north and west of the Oktoberfest grounds will need to be closed as well from Front Street to Copeland Avenue while crews are working at the two poles that are just south of the La Crosse River north of the Oktoberfest grounds.

We envision:

1. Vietnam Veterans trail: Closure from 12/18/2023 to 2/23/2024, then for two days in early March for wire pulling. Short-term trail closure for vegetation clearing will take place prior to the above dates, as soon as practical upon receipt of signed Agreement.
2. Jim Asfoor Trail: Closure from 1/4/2024 to 3/8/2024, then for two days of wire pulling in early March. Short-term trail closure for vegetation clearing will take place prior to the above dates, as soon as practical upon receipt of signed Agreement.
3. Trail along south side of La Crosse River near the Oktoberfest grounds: 1/29/2024 to 3/15/2024

We will provide at minimum 72 hours' notice to the City prior to closing any trails. We will work with the City on language for notifying the public via social media or other manners as deemed appropriate by the City.

We have the option of matting the bike trails to minimize damage. If the ground is fully frozen, it may be advantageous to forego the use of mats, as they can get slippery.

**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
Dodgeville Service Center  
1500 N. Johns St  
Dodgeville, WI 53533-2116

**Tony Evers, Governor**  
**Adam N. Payne, Secretary**  
Telephone (608) 935-3368  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



October 4, 2023

Simon Christensen  
Xcel Energy  
414 Nicollet Mall  
Minneapolis MN 55401  
Via email: [simon.m.christensen@xcelenergy.com](mailto:simon.m.christensen@xcelenergy.com)

**SUBJECT:** Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff  
Permittee Name: Xcel Energy  
Site Name: Xcel Line W3432 LAX-COU 69kV Rebuild  
FIN: 90305

Dear Mr. Christensen:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on September 15, 2023, for the Xcel Line W3432 LAX-COU 69kV Rebuild site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is October 04, 2023. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the **Start Date** and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:  
<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Samantha Whitens at (608) 301-6110.

Sincerely,

*Samantha Whitens*

Samantha Whitens  
Central Office  
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage



Exhibit B  
Staging Area

Parcel A: Staging Area noted by blue rectangle in lower right corner.



Use of blue rectangle area would be intermittent between mid-December 2023 and mid-March 2024.

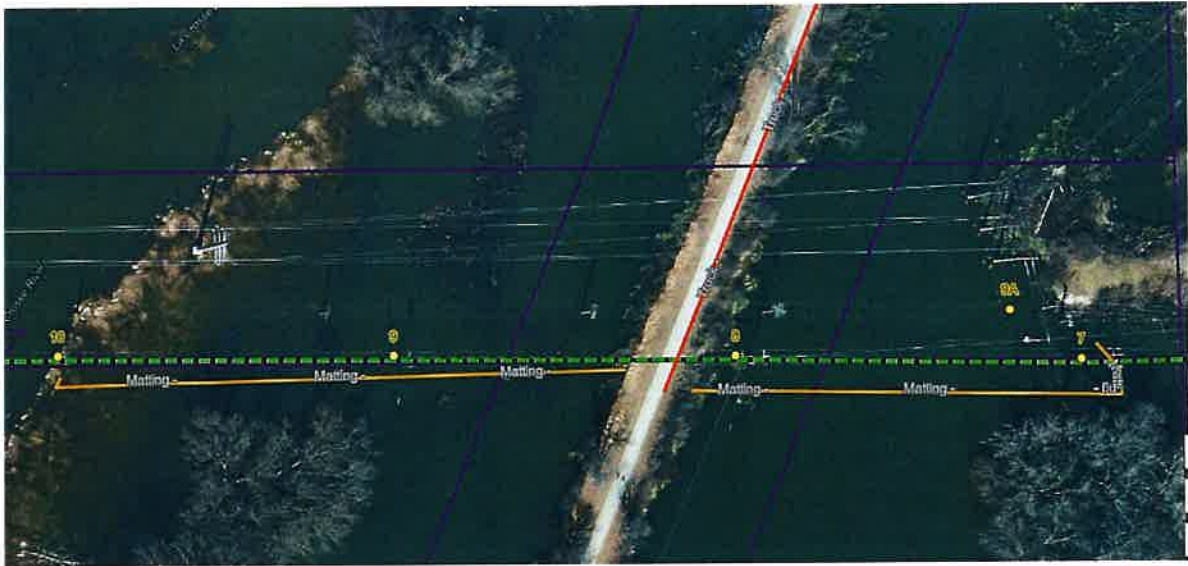
Exhibit C

The Work locations

Parcel A (in blue):

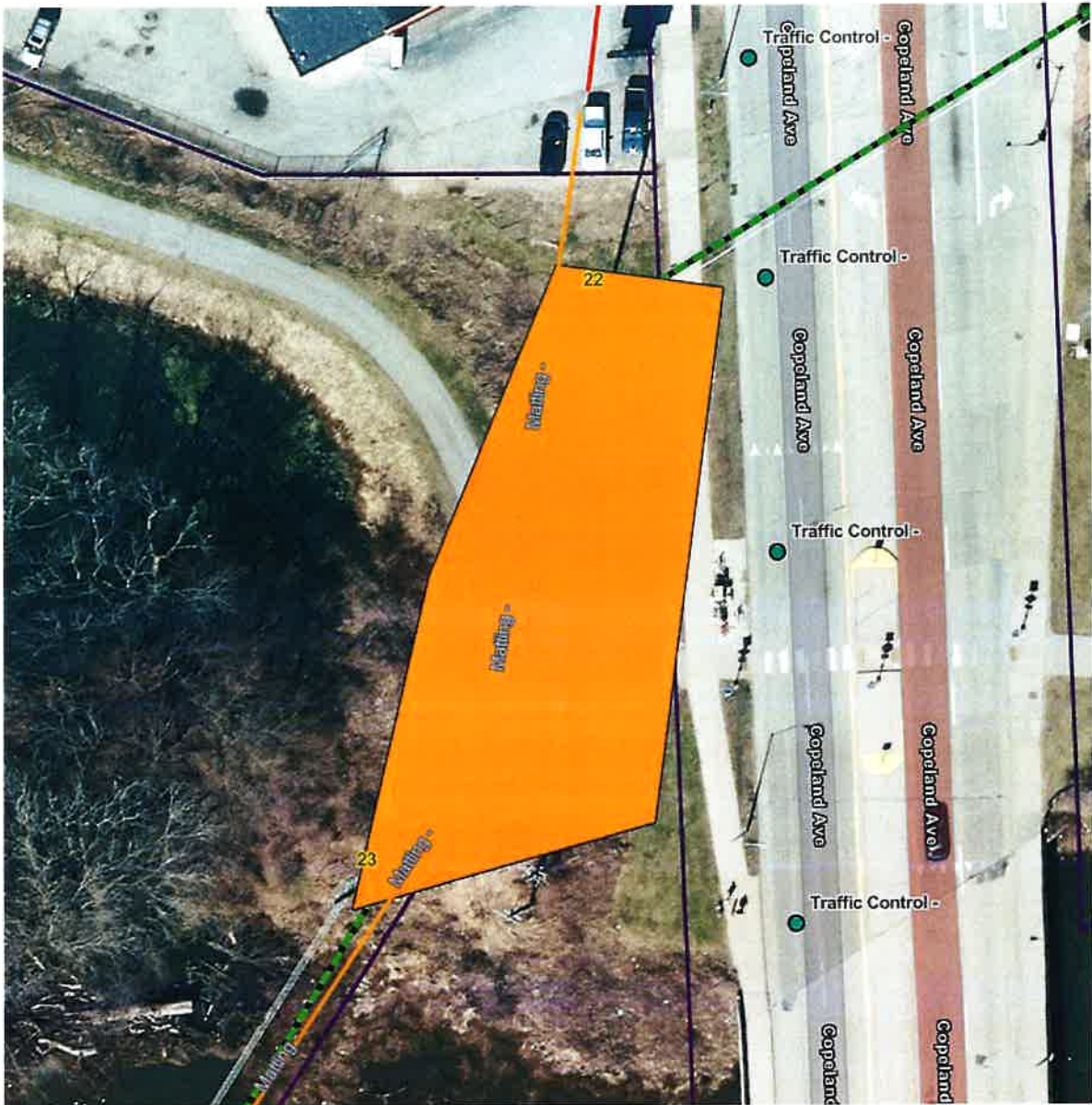


Parcel B:





Parcel C:



Parcel D:





# Parcel E:

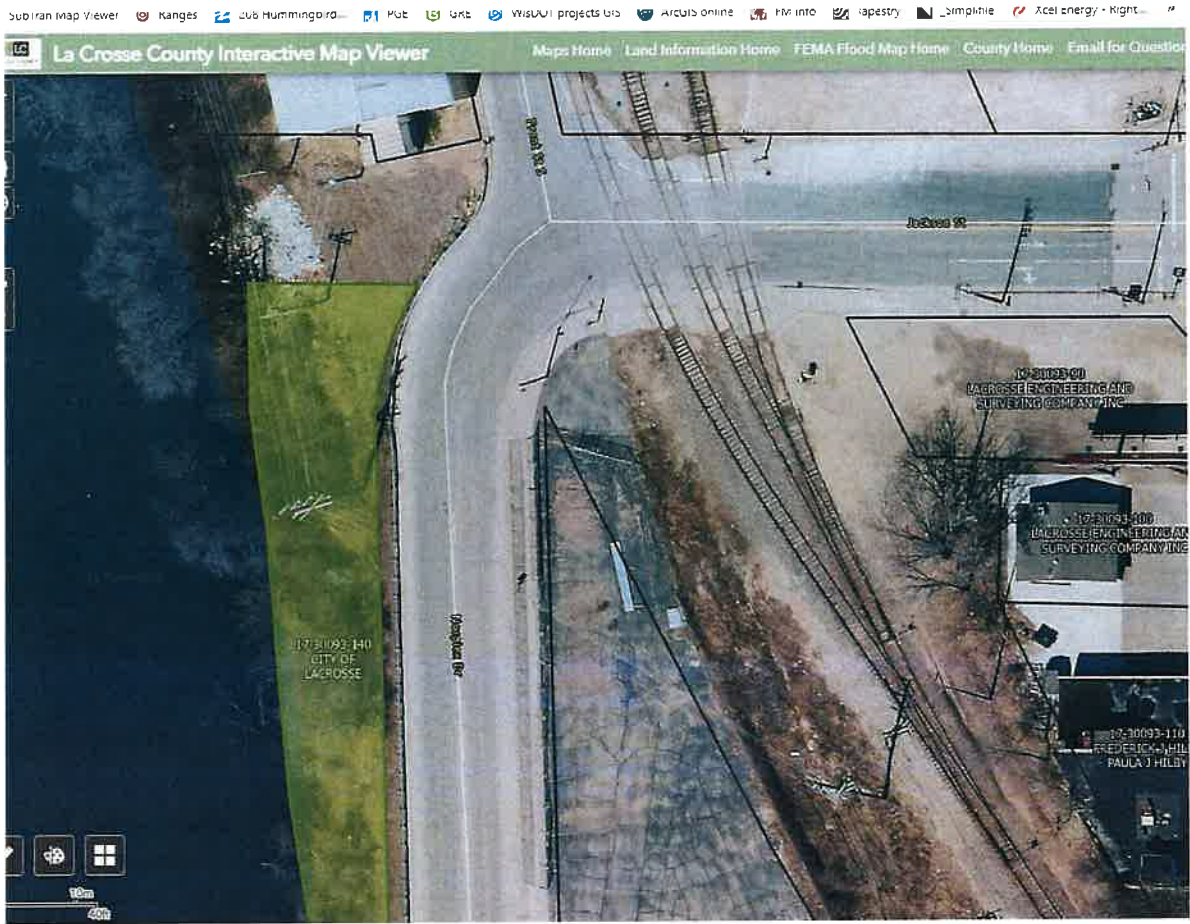




Exhibit D

Access

Parcel A:





Parcel D:





Orange is matting on the trail, pad around structure. Yellow is where trail closers are needed.

## Exhibit E

### Base line restoration for Xcel crews / Contractors

#### Yards

- Pulverized black dirt (only)
- Hydro seeding if possible with (pro seeder yard mix)
- EZ straw or Blanket if Hydro seeding is not possible
- If using blanket (natural fiber only) no poly

#### Ditches

- Stabilization seed
- All inslopes and backslopes need blanket installed
- 70/30 % - coco – straw natural fiber (with steeper slopes)
- 100 % - natural straw blanket

#### Wet Lands (swampy areas)

- Wet land mix or Stabilizations mix in these areas
- If soils have growth over seed and drag if possible
- Bare soils needs Chopped straw if are large enough straw blanket or Hydro seeding can be used

#### Right of Way in field or Woodland areas

- Stabilizations seed  
(crop land need to be restored with same crop seeding as was there before damages occurred)
- Bare soils must be covered
- Chopped straw, Straw Blanket or Hydroseeding
- Wood slashing areas need to be over seeded (dragged if possible)

#### Driveway and approaches

- Regrade and shape distributed areas
- Add class 5 or same existing materials when needed

**\*Follow all applicable Stormwater/SWPPP parameters and confirm federal/state/local guidelines**