



**Customer Contribution  
Electric Advance Payment Agreement**

*Wisconsin*

<b>February 5, 2021</b>	<b>Please Bill</b>	<b>Service Address</b>
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<b>Customer Name</b>	<b>CITY</b>	<b>Install Date</b> _____
<b>Mailing Address</b>	<b>400 LA CROSSE ST</b>	<b>Project Name</b> <u>LAX/MAC/33 COPELAND AVE/REMOVE OH LINES</u>
<b>Mailing Address</b>	<b>LA CROSSE, WI 54601-3374</b>	<b>Street Address</b> <u>33 COPELAND AVE</u>
<b>Mailing Address</b>		<b>City, St Zip</b> <u>LA CROSSE, WI 54603</u>
<b>Phone Number</b>	<b>608-789-8321</b>	<b>County</b> <u>LA CROSSE</u>
<b>Cell Phone #</b>		<b>Nearest Valid Address</b> _____

**Paid by: If different**

**Designer** Jason McRoberts  
**Office Number** 608-789-3689

<b>Type of Work</b>	WI Elec Advance - C&I
<b>Branch Code</b>	LA CROSSE
<b>Division Code</b>	LC

Advances - CIAC Refundable						
Service Type	Service Notification	Bus Unit	Object Acct	Sub Ledger	Charge Code	Amount
Electric	12213907	11	438110	0011	8478	\$11,511.59

Design #	Proposed Install Date	Effective Date
995640		Date Facilities Installed

AGREEMENT, made this date, February 5, 2021 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, 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 \_\_\_\_\_ available for an estimated electric capacity kW demand of \_\_\_\_\_.

Add'l description:  **KW Demand of**  kW

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:**

**REMOVE 3 PHASE AND 1 PHASE POLE LINE OUT OF LOT TO BE RE-DEVELOPED 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

**CUSTOMER CONTRIBUTION AGREEMENT - ELECTRIC (continued)**

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

400 LA CROSSE ST  
LA CROSSE, WI 54601-3374

Authorized Signature

X

Customer/ Representative Signature & Date

Title (if representative):

Print Name

Jason  
McRoberts

Digitally signed by  
Jason McRoberts  
Date: 2021.02.08  
08:33:41 -06'00'

Xcel Energy Designer Signature & Date

Jason McRoberts

Print Name

Lori  
Gustafson

Digitally signed by  
Lori Gustafson  
Date: 2021.02.08  
08:37:13 -06'00'

Xcel Energy Management Signature & Date

Lori Gustafson

Print Name

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.



## TERMS AND CONDITIONS - ELECTRIC

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 onemonth, 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.