

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

Check#	
Check Date	813117
Check Amt	36207.89
CRS Acct #	52-0011737015-2
CRS Bill Date	7/26/17
	181 -2243

	Please Bill	Service Address	PBC# 1565703			
Customer Name	City of La Crosse	Project Name	Installing underground primary on Berlin			
Malling Address	c/o: Bernie Lenz	Street Address	Berlin Dr.			
Malling Address	La Crosse, Wl. 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 Y			
Office Number 608-789-3625		Division Code	LC			
W						

Advances - CIAC 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 Facilties 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. 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

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, WI. 54601

Authorized Signature

Customeri Representative Signature & Date

Title (if representative): CITY ENGINEEIZ

KANDY / URTENWALD

Print Name

Dest Koleurs 7/12/17

Xcel Energy Designer Signature & Date

Scott Koberls

Xcel Energy Manadement Soundture & Date

Xcel Energy Management Signature & Date

Print Name