Before the Minnesota Public Utilities Commission
State of Minnesota

In the Matter of the Application of Northern States Power Company,
A Minnesota Corporation
For Authority to Increase Rates for Electric Service in Minnesota

Docket No. E002/GR-08-1065

Exhibit ________

Surrebuttal Testimony of Jeannine Clancy on Behalf
of the Suburban Rate Authority

May 26, 2009
Q. **PLEASE STATE YOUR NAME.**

A. My name is Jeannine Clancy. I am the public works director for the City of Golden Valley, Minnesota. I provided earlier testimony on behalf of the Suburban Rate Authority ("SRA") regarding street lighting response times.

Q. **WHAT IS THE PURPOSE OF YOUR TESTIMONY**

A. I am responding to the rebuttal of Steven V. Huso of Xcel to my testimony. Mr. Huso defends the 72-hour response time and objects to the proposed higher customer credit if Xcel fails to respond within that time. He suggests a compromise response time of "two-business" days for 85% of the lights and a longer time for more significant repairs allocated to 15% of the outages.

Q. **WHAT IS YOUR RESPONSE?**

A. Xcel's response is not satisfactory. Mr. Huso did not adequately explain why a decades-old 24-hour NSP-Xcel response time has evolved into a 72-hour response time. I would expect that with all the technological advances we have seen since the 1960s, Xcel would be able to improve its response time, rather than move to a longer lamp outage time. Mr. Huso does not explain why an Xcel standard, set well before the Legislature created the Public Utilities Commission, is unreasonable now. Attached are representative contracts between SRA cities and Xcel in the 1960s, 1970s, and 1980s providing for the 24-hour standard---with no next business day provision, as the SRA is including in its request to accommodate Xcel on weekends and holidays. (Attachment A, March 21, 1967 (Circle Pines); August 1, 1975 (Eden Prairie); January 15, 1984 (Shakopee)). Xcel has consistently used the 24-hour repair standard and then, with no explanation offered by Mr. Huso, recently tripled the allowed response time as part of Xcel's "standard" service
to municipalities. These street lighting services aren’t really to cities, they are services to each and every person who drives, rides, or walks these lit areas at night.

Q. **ARE MR. HUSO’S JUSTIFICATIONS FOR THE 72-HOUR STANDARD SUFFICIENT?**

A. No. Mr. Huso acknowledges that the 72-hour standard “may appear” to provide too much time under some circumstances. I am testifying on behalf of SRA cities because we think it not only appears to be too much time, it is too much time. Repair times are not aesthetic issues, they are safety issues. Mr. Huso also states that the 72-hour standard provides sufficient incentive to complete repairs. The 72-hour standard together with only a daily lamp reduction (1/30) for a lamp that is necessarily not using electricity, does not provide the same incentive Xcel now has with its contracts providing for 24-hour response time. And Xcel’s performance under the 24-hour response time at the City has been inconsistent. I cannot see how changing from 24-hours (current City contract) to 72-hours (any new contract under the Xcel tariff Sheet 5-83) would improve Xcel’s incentive to respond to outages. It merely gives Xcel the opportunity to be less responsive without a corresponding credit to the City.

Q. **MR. HUSO DESCRIBES THE PRESENT RULE AS “REALISTIC” BECAUSE IT ALLOWS FOR “DELAYS.” DO YOU AGREE?**

A. No. The SRA proposal also allows for “delays over weekends” by requiring response time in 24-hours or the next business day, whichever is longer. Underground faults and pole knockdowns would require more time. But, again, the standard should be, and is until current contracts expire, 24-hours after notice. These issues are not new. Xcel has dealt with both underground and pole knockdown problems for years. I also disagree
with Mr. Huso’s statement that delays may result from “permitting requirement and
scheduling lane closures.” I have checked with my staff. We believe that a significant
number of repairs could be made without lane closures. I am in frequent contact with
other public works directors of cities in the Twin Cities area. It is my understanding that
most if not all Metro area cities require a permit only when there is disturbance in the
ROW. Also, Golden Valley places a priority on street light outage repairs when Xcel
contacts our staff about them. Finally, winter month repair and frozen ground has also
been a business reality for Xcel since it began serving customers in Minnesota. In 2009, I
hardly think that is a legitimate excuse for lengthening the response time from its 24-
hours to 72-hours. Repair projects that require permitting and lane closures which would
make it difficult for Xcel to meet the 24-hour requirement seem to be the exception and
not the rule. Those issues could be addressed separately by Xcel with any city that may
impose requirements creating that problem for Xcel.

Q. ARE YOU FAMILIAR WITH THE “GROUP RE-LAMP PREVENTATIVE MAINTENANCE
PLAN” MR. HUSO MENTIONED?

A. Our City maintenance staff recalls that Xcel re-lamped street lights every four years at
one point in time. However, staff does not recall when the last time this activity took
place. Perhaps it would be helpful for Mr. Huso to provide a list of all cities served by
Xcel outdoor lighting and the dates that each of these communities had streetlights re-
lamped.
Q. **DO YOU AGREE WITH MR. HUSO THAT THE 1/15 CREDIT IS UNNECESSARY BECAUSE XCEL IS “ALREADY VERY MOTIVATED TO SATISFY” ITS CUSTOMERS?**

A. No, I do not. If Xcel were highly motivated to satisfy its municipal customers purchasing street lighting maintenance services, Xcel wouldn’t be phasing in the 72-hour response time with its new city contracts. Mr. Huso notes that the 1/30 credit for each day the lamp is out of service “simply recognizes that lights do not use energy when out of service.” Mr. Huso’s statement demonstrates that the current, minimal reduction in Xcel revenue, commensurate with its lack of production to such light, gives Xcel little incentive to timely repair these lamps. Loss of the daily rate (1/30) presents very little downside to Xcel when these lights go out, even if the response time is not met and reductions are credited. Xcel incentive to promptly restore lights will be reduced even more when Xcel has 72-hours before it even is required to credit a city. The 1/15 credit is a modest additional incentive. The City regards the safety of anyone walking or driving within the City limits to be a very important goal. In this case, the City has no direct control over the reliability of these lamps or over their repair time. I believe that Xcel should be more concerned about this issue. Lengthening a long standing 24-hour standard to 72-hours does not reflect concern about safety as much as it reflects concern about its own cost.

Q. **WHY CAN’T SRA CITIES SIMPLY FIND ANOTHER PROVIDER IF THEY ARE NOT HAPPY WITH XCEL’S PROGRAM?**
A. Moving to alternative street light maintenance providers is not a simple process for cities served by Xcel. Xcel's programs tied to company-owned facilities require lengthy maintenance contracts. I understand Xcel regards them as valid for 25 years. In addition, it would be a major capital expenditure for cities to buy-out leased street lights from Xcel and terminate maintenance obligations Xcel states the cities have.

Q. DO YOU UNDERSTAND HOW MR. HUSO'S 85%/15% RESPONSE PROPOSAL WOULD WORK?

A. No. It is unclear how it would work. For example, what period of time would govern the 15% of repairs not falling within the rule governing the 85%? Which repairs would fall into the 15% and what if those repairs constituted greater than 15% of the total in a given year? Mr. Huso did not provide any detail to this proposal. I note also that Xcel has not needed this more complicated formula in the past.

Q. MR. HUSO OFFERS PERIODIC REPORTING ON BENCHMARKS FOR RESPONSE TIME AND FURTHER DISCUSSION. WOULD THIS SOLVE THE SRA'S PROBLEMS WITH XCEL'S STREET LIGHTING PROGRAM?

A. No, it wouldn't. As long as the PUC requires tariffs governing repair standards for Xcel, cities are not free to negotiate with Xcel. The tariff is very important to cities because Xcel must provide services in accordance with the tariff. That is why it is important to address the 24-hour standard in this proceeding. Xcel tells us that it must follow the tariff terms.
1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.
THIS CONTRACT, dated March 21, 1967, between NORTHERN STATES POWER COMPANY, a Minnesota Corporation, hereinafter called "Company," and the Village of Circle Pines, a municipal corporation of Anoka County, in the State of Minnesota hereinafter called "Customer,"

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

1. KIND OF SERVICE:
   a. Overhead Street Lighting Service - Company agrees to supply and Customer agrees to accept and pay Company for illumination, produced by electric lamps in luminaires supported on wood poles and located as shown on Exhibit A attached, in accordance with attached Rate Schedule A.
   b. Ornamental Street Lighting Service - Company agrees to supply and Customer agrees to accept and pay Company for service furnished by Company for operation of Customer's street lighting system located as shown on Exhibit B attached, in accordance with attached Rate Schedule B.

2. CHANGES AND ADDITIONS: Revised or new exhibits may be incorporated herein when major changes in size or type of light source or major additions to the number of street lights are requested. Such revised or new exhibit shall be considered incorporated herein when the respective parties have caused said exhibit to be duly executed. In the event additional sizes or types of street lights are available from Company and desired by Customer, the applicable Rate Schedule shall be expanded to include these additional lights and their respective rates.

3. TERM: This Contract shall be in force for a period of 5 years commencing on April 1, 1967, and shall continue in force thereafter for periods of 5 years unless terminated by written notice of cancellation given by either party to the other not less than 30 days prior to the expiration of any of said 5-year periods; provided that in no event shall this Contract be extended beyond the period for which Customer may legally bind itself. Company agrees to give Customer written notice of each expiration date at least 6 months prior thereto.

4. PAYMENT OF BILLS: All bills are payable at Company's office on or before the thirtieth day succeeding the date bill is rendered.

5. TERMS AND CONDITIONS: Service hereunder shall be supplied for Customer's use subject to agreements contained herein and in "Terms and Conditions" shown on the reverse hereof and made a part of this Contract.

6. TERMINATION OF PRIOR CONTRACT: It is agreed that, on the effective date hereof, this Contract terminates all prior contracts covering the street lighting service furnished hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed.

In presence of:

NORTHERN STATES POWER COMPANY,
L. A. Schmuck, General Sales Manager
By

And

Secretary

VILLAGE OF CIRCLE PINES

By

Mayor

Attest

CLERK

Witnesses As To Company

Witnesses As To Customer
1. Company shall have the right to replace any of the lamps by other lamps, from time to time, as it may deem necessary or desirable, provided, however, that the lamp substituted shall not give less illumination than that specified for the replaced lamp.

2. If bills are not paid when and as provided, Company shall have the right to cease furnishing street lighting service and Customer's liability shall not be avoided nor any right of Company waived by said acts of Customer and Company.

3. In the event Company is prevented from performing the contract, wholly or in part, by reason of any cause not reasonably within its control, including fire, explosion, flood, strike or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business) proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the contract. During the existence of such interruption or cessation, Company will furnish as much electric energy, and other service called for by the contract as it is able to furnish, pro-rata, with the rightful requirements of its own users and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.

4. It is understood that all poles, wires, fixtures, apparatus and other material as may be used by Company in carrying out the contract shall be and remain the property of Company and that Company shall have the right to install the same on public streets and alleys of Customer and to remove the same upon expiration of the contract.

5. The rates specified in the contract are Company's rates in effect on the date thereof in communities of like size in adjoining territory which are similarly served and situated. If, during a contract term, Company reduces such rates, Company agrees to notify Customer and Customer may obtain service at the reduced rates by signing a new contract incorporating such reduced rates. If, during a contract term, Company increases such rates, Company reserves the right, on at least 6 months' prior written notice to Customer, to make such increased rates effective on service furnished; however, Customer may, by prior written notice to Company, terminate the contract at the effective date of the increased rates.

6. Company will install such additional overhead street lights as may be requested in writing and duly authorized by Customer from time to time during the continuance of the contract, if in the judgment of the Company the revenue to be derived therefrom will justify the expenditure.

7. The location of overhead street lights may be changed at any time Customer desires by payment to Company of the cost incurred in making such change.

8. Company's obligations to make new overhead street lighting installations and to provide illumination shall be contingent on Company having the necessary permits and rights-of-way across private property without cost to Company.

9. For Customer's ornamental system Company shall furnish necessary temporary repairs to post wiring, lamp sockets, fuse blocks, fuses and switches arising out of ordinary wear and usage, not necessitating replacement, or not occasioned by collision, accidents, Acts of God, or by changes in or additions to the system. Customer shall keep its cables, ornamental standards, foundations and fittings in a safe and workable condition, and replace cables, wiring, ballasts, ornamental standards and appurtenances thereto, except lamps and globes, if such replacement becomes necessary as the result of damage by collision, accidents, Acts of God, long wear and usage, or by any other cause not arising from some act of Company. When requested by Customer, Company will make such replacements and Customer shall reimburse Company for the cost incurred in making the same.
OVERHEAD STREET LIGHTING

AVAILABILITY: Available for year-round illumination of public streets, parkways, and highways by electric lamps in luminaires supported on wood poles, where the facilities for this service are furnished by Company.

RATE:

<table>
<thead>
<tr>
<th>Designation of Lamps</th>
<th>Number of Lamps per Luminaire</th>
<th>Monthly Rate per Luminaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>275 Watt Mercury Vapor</td>
<td>1</td>
<td>$3.75</td>
</tr>
</tbody>
</table>

UNDERGROUND SERVICE: In areas served by Company-owned underground distribution systems Company will serve overhead street lighting (wood poles) through an underground circuit at the above rates plus an additional monthly charge of $1.25 per luminaire.

SERVICE INCLUDED IN RATE: Company shall own, operate, and maintain the Overhead Street Lighting system using Company's standard street lighting equipment.

DAILY OPERATING SCHEDULE: The daily operating schedule of the above lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

OUTAGES: If illumination from any lamp is interrupted and said illumination is not resumed within 24 hours from the time Company receives notice thereof from Customer, 1/30 of the monthly rate for such lamp shall be deducted for each night of nonillumination after such notice is received.

TERM OF CONTRACT: Subject to legal limitations on Customer the term of contract shall be 5 years and shall continue in force thereafter for periods of 5 years unless terminated by written notice of cancellation given by either party to the other not less than 30 days prior to the expiration of any of said 5 year periods; provided that in no event shall the contract be extended beyond the period for which Customer may legally bind itself. Where Customer cannot legally bind itself for a 5 year period Customer shall provide assurance satisfactory to the Company of stability of the street lighting business equivalent to the stability assured Company by a 5 year contract.

Date: April 1, 1967
Supersedes Rate Schedule A Dated: None
RESOLUTION

RESOLVED that the Village Council of the Village of Circle Pines,
Anoka County, Minnesota, hereby accepts the proposal of the NORTHERN
STATE POWER COMPANY, a Minnesota corporation, to furnish street
lighting service with all lights located or to be located in said
Village, and hereby approves all rates, terms, conditions, and specifi-
cations in the Street Lighting Contract made a part of the proposal of
said Company, and the proper officers of the Village are hereby authorized
and directed to execute the aforesaid Contract for and in the name of the
Village, and to affix the corporate seal thereto.

Adopted by the Council ________________________________ 19_67.

I DO HEREBY CERTIFY that I am the Village Clerk of the Village of
Circle Pines, Anoka County, Minnesota, and that I am custodian of its
records; that the above is a true and correct copy of Resolution
adopted by the Village Council of said Village on ________________________________ 19_67.

[Signature]
Village Clerk
STREET LIGHTING CONTRACT
(MINNESOTA)

THIS CONTRACT, dated August __, 19 _ , between NORTHERN STATES POWER COMPANY, a Minnesota Corporation, hereinafter called "Company," and the City of Eden Prairie, a municipal corporation of Hennepin County, in the State of Minnesota hereinafter called "Customer,"

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

1. KIND OF SERVICE: Company agrees to supply Customer with illumination or service designated in Rate Schedules A, B and C which are now, or in the future will be, attached hereto and made a part of this contract from facilities located as shown on Exhibits A, B and C which are now, or in the future will be, attached hereto and made a part hereof.

2. CHANGES AND ADDITIONS: When requested by Customer and pursuant to the additional conditions on the reverse hereof, Company will provide additional street lights. When there is a major change in the number, size, or type of light sources, or at least once each calendar year when there have been changes in service, Company will prepare revised or new exhibits. Such revised or new exhibits shall be considered incorporated herein when the parties have caused said exhibits to be executed. In the event additional sizes or types of street lights are available from Company and desired by Customer, the applicable Rate Schedule shall be expanded to include these additional lights and their respective rates.

3. TERMS: This contract shall be in force for a period of 5 years commencing on August __, 19 __, and shall continue in force thereafter for periods of 5 years unless terminated by written notice of cancellation given by either party to the other not less than 30 days prior to the expiration of any of said 5 year periods, provided that in no event shall this Contract be extended beyond the period for which Customer may legally bind itself.

4. PAYMENT OF BILLS: All bills are payable at Company’s office on or before the thirtieth day succeeding the date bill is rendered.

5. RATES, RULES AND REGULATIONS: The Customer agrees to accept and pay for such services in accordance with the rates, rules, and regulations of the Company as filed with the Minnesota Public Service Commission and in effect from time to time for this class of service. Rates presently in effect for services hereunder are shown in the attached rate schedules. Service hereunder shall be supplied for Customer’s use subject to agreements contained herein and in the “Additional Conditions” shown on the reverse hereof and made a part of this contract.

6. TERMINATION OF PRIOR CONTRACTS: It is agreed that, on the effective date hereof, this Contract terminates all prior contracts covering street lighting service furnished hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

In presence of:

Commercial Planning Recorded

Elizabeth Bierensday
Witnesses As To Company

Kathleen O. Owen

NORTHERN STATES POWER COMPANY

By L. C. Hauser
General Manager

CITY of EDEN PRAIRIE

By Roger K. Whitlock

Attest

Witnesses As To Customer

Page 51 of 95
1. If bills are not paid when and as provided, Company shall have the right to cease furnishing street lighting service and Customer's liability shall not be avoided nor any right of Company waived by said acts of Customer and Company.

2. In the event Company is prevented from performing the contract, wholly or in part by reason of any cause not reasonably within its control, including fire, explosion, flood, strike, or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business) proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the contract. During the existence of such interruption or cessation, Company will furnish as much electric energy, and other service called for by the contract as it is able to furnish, pro-rata, with the rightful requirements of its own uses and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.

3. It is understood that all poles, wires, fixtures, apparatus and other material as may be used by Company in carrying out the contract shall be and remain the property of Company and that Company shall have the right to install the same on public streets and alleys of Customer and to remove the same upon expiration of the contract.

4. In the event of repeated damage to Company's equipment, or to Customer's equipment maintained by Company due to malicious mischief, Company reserves the right, after proper written notice, to discontinue service and remove its equipment.

5. Company will install such additional overhead street lights as may be requested in writing and duly authorized by Customer from time to time during the continuance of the contract, if in the judgment of the Company the revenue to be derived therefrom will justify the expenditure.

6. The location of overhead street lights may be changed at any time Customer desires by payment to Company of the cost incurred in making such change.

7. Company's obligations to make new overhead street lighting installations and to provide illumination shall be contingent on Company having the necessary permits and right-of-way across private property without cost to Company.
AVAILABILITY: Available for year-round illumination of public streets, parkways, and highways by electric lamps in luminaires supported on wood poles, where the facilities for this service are furnished by Company.

RATE:

<table>
<thead>
<tr>
<th>Designation of Lamps</th>
<th>Number of Lamps per Luminaire</th>
<th>Monthly Rate per Luminaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 watt Mercury Vapor</td>
<td>1</td>
<td>$5.35</td>
</tr>
<tr>
<td>250 watt Mercury Vapor</td>
<td>1</td>
<td>$6.35</td>
</tr>
</tbody>
</table>

SERVICE INCLUDED IN RATE: Company shall own, operate, and maintain the Overhead Street Lighting system using Company's standard street lighting equipment.

DAILY OPERATING SCHEDULE: The daily operating schedule of the above lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

OUTAGES: If illumination from any lamp is interrupted and said illumination is not resumed within 24 hours from the time Company receives notice thereof from Customer, 1/30 of the monthly rate for such lamp shall be deducted for each night of nonillumination after such notice is received.

The above rate schedule has been filed with the Minnesota Public Service Commission effective **February 2, 1975**.

Date **August 1, 1975**

Supersedes Rate Schedule A Dated **February 28, 1967**
Rate Schedule B
(Minnesota)

To Street Lighting Contract Dated August 1, 1975

ORNAMENTAL STREET LIGHTING
(Customer Owned)

AVAILABILITY: Available for year-round illumination of public streets, parkways, and highways by electric lamps mounted on standards where Customer owns an Ornamental Street Lighting system complete with standards, luminaires with globes, lamps and other appurtenances, together with all necessary cables extending between standards and to points of connection to Company's facilities as designated by Company.

RATE:

<table>
<thead>
<tr>
<th>Designation of Lamps</th>
<th>Number of Lamps per Luminaire</th>
<th>Daily Operating Schedule</th>
<th>Monthly Rate per Luminaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 watt ornamental</td>
<td>1</td>
<td>AN</td>
<td>2.65</td>
</tr>
</tbody>
</table>

SERVICE INCLUDED IN RATE: Company shall furnish all electric energy necessary to operate Customer's Ornamental Street Lighting system, shall make all lamp and globe renewals, clean the globes, light and extinguish all lamps, make all ballast renewals and furnish all the materials and labor necessary therefor. Customer shall keep its cables, ornamental standards, foundations and fittings in a safe and workable condition and replace cables, wiring, ornamental standards and appurtenances thereto, if such replacement becomes necessary as the result of damage by collision, accidents, Acts of God, or any other cause not arising from some act of Company.

DAILY OPERATING SCHEDULE: The daily operating schedule of the above lamps on the All-night (AN) schedule shall be from approximately one-half hour after sunset until one-half hour before sunrise, and on the Midnight (MN) schedule shall be from approximately one-half hour after sunset until midnight (Central Standard Time).

OUTAGES: If illumination from any lamp is interrupted and said illumination is not resumed within 24 hours from the time Company receives notice thereof from Customer, 1/30 of the monthly rate for such lamp shall be deducted for each night of nonillumination after such notice is received.

The above rate schedule has been filed with the Minnesota Public Service Commission effective February 2, 1975.

Date: August 1, 1975

Supercedes Rate Schedule B Dated None
CUSTOM RESIDENTIAL STREET LIGHTING
(Company Owned)

**AVAILABILITY:** Available for year-round illumination of public streets by electric lamps in luminaires mounted on standards and served through underground circuits, where the facilities for this service are furnished by Company. Street lighting service under this schedule is limited to residential areas having a Company-owned underground electric distribution system.

**RATE:**

<table>
<thead>
<tr>
<th>Designation of Lamps</th>
<th>Rate per Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 watt Custom Residential</td>
<td>7.05</td>
</tr>
</tbody>
</table>

**SERVICE INCLUDED IN RATE:** Company shall own, operate, and maintain the Custom Residential Street Lighting system using Company's standard street lighting equipment, which includes one lamp per standard.

**DAILY OPERATING SCHEDULE:** The daily operating schedule of the above lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

**OUTAGES:** If illumination from any lamp is interrupted and said illumination is not resumed within 24 hours from the time Company received notice thereof from Customer, 1/30 of the monthly rate for such lamp shall be deducted for each night of nonillumination after such notice is received.

The above rate schedule has been filed with the Minnesota Public Service Commission effective **February 2, 1975**.

Date **August 1, 1975**

Supersedes Rate Schedule C Dated: **None**
RESOLUTION

RESOLVED That the City Council of the City of Eden Prairie, Hennepin County, Minnesota hereby accepts the proposal of the NORTHERN STATES POWER COMPANY, a Minnesota corporation, to furnish street lighting service with all lights located or to be located in said City, and hereby approves all rates, terms, conditions, and specifications in the Street Lighting Contract made a part of the proposal of said company, and the proper officers of the City are hereby authorized and directed to execute the aforesaid Contract for and in the name of the City, and to affix the corporate seal thereto.

Adopted by the Council August 5, 1975.

I DO HEREBY CERTIFY that I am the City Manager of the City of Eden Prairie, Hennepin County, Minnesota, and that I am custodian of its records; that the above is a true and correct copy of Resolution adopted by the City Council of said City on August 5, 1975.

CITY OF EDEN PRAIRIE

[Signature]

Roger K. Williams
STREET LIGHTING CONTRACT
(MINNESOTA)

THIS CONTRACT, dated January 15, 1984, between NORTHERN STATES POWER COMPANY, a Minnesota Corporation, hereinafter called "Company," and the City of Shakopee, a municipal corporation of Scott County, in the State of Minnesota hereinafter called "Customer,"

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

1. KIND OF SERVICE: Company agrees to supply Customer with illumination or service designated in Rate Schedules A, B and C which are now, or in the future will be, attached hereto and made a part of this contract from facilities located as shown on Exhibits A, B and C which are now, or in the future will be, attached hereto and made a part hereof.

2. CHANGES AND ADDITIONS: When requested by Customer and pursuant to the additional conditions on the reverse hereof, Company will provide additional street lights. When there is a major change in the number, size, or type of light source, or at least once each calendar year when there have been changes in service, Company will prepare revised or new exhibits. Such revised or new exhibits shall be considered incorporated herein when the parties have caused said exhibits to be executed. In the event additional sizes or types of street lights are available from Company and desired by Customer, the applicable Rate Schedule shall be expanded to include these additional lights and their respective rates.

3. TERMS: This contract shall be in force for a period of 5 years commencing on February 1, 1984, and shall continue in force thereafter for periods of 5 years unless terminated by written notice of cancellation given by either party to the other not less than 30 days prior to the expiration of any of said 5 year periods, provided that in no event shall this Contract be extended beyond the period for which Customer may legally bind itself.

4. PAYMENT OF BILLS: All bills are payable at Company's office on or before the thirtieth day succeeding the date bill is rendered.

5. RATES, RULES AND REGULATIONS: The Customer agrees to accept and pay for such services in accordance with the rates, rules, and regulations of the Company as filed with the Minnesota Public Service Commission and in effect from time to time for this class of service. Rates presently in effect for services hereunder are shown in the attached rate schedules. Service hereunder shall be supplied for Customer's use subject to agreements contained herein and in the "Additional Conditions" shown on the reverse hereof and made a part of this contract.

6. TERMINATION OF PRIOR CONTRACTS: It is agreed that, on the effective date hereof, this Contract terminates all prior contracts covering street lighting service furnished hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

In presence of:

NORTHERN STATES POWER COMPANY

By
Division General Manager

City of Shakopee

By
Mayor

City of Shakopee

By
City Administrator

Witnesses As To Company

Judith K. Colby

Jeanne A. Andre
1. If bills are not paid when and as provided, Company shall have the right to cease furnishing street lighting service and Customer's liability shall not be avoided nor any right of Company waived by said acts of Customer and Company.

2. In the event Company is prevented from performing the contract, wholly or in part by reason of any cause not reasonably within its control, including fire, explosion, flood, strike, or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business), proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the contract. During the existence of such interruption or cessation, Company will furnish such electric energy, and other service called for by the contract as it is able to furnish, pro-rata, with the rightful requirements of its own uses and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.

3. It is understood that all poles, wires, fixtures, apparatus and other materials as may be used by Company in carrying out the contract shall be and remain the property of Company and that Company shall have the right to install the same on public streets and alleys of Customer and to remove the same upon expiration of the contract.

4. In the event of repeated damage to Company's equipment, or to Customer's equipment maintained by Company due to malicious mischief, Company reserves the right, after proper written notice, to discontinue service and remove its equipment.

5. Company will install such additional overhead street lights as may be requested in writing and duly authorized by Customer from time to time during the continuance of the contract, if in the judgment of the Company the revenue to be derived therefrom will justify the expenditure.

6. The location of overhead street lights may be changed at any time Customer desires by payment to Company of the cost incurred in making such change.

7. Company's obligations to make new overhead street lighting installations and to provide illumination shall be contingent on Company having the necessary permits and right-of-way across private property without cost to Company.
**Rate Schedule A**
(Minnesota)

To Street Lighting Contract Dated **January 15, 1984**

**OVERHEAD STREET LIGHTING**
(Company Owned)

**AVAILABILITY:** Available for year-round illumination of public streets, parkways, and highways by electric lamps in luminaires supported on wood poles, where the facilities for this service are furnished by Company.

**RATE:**

<table>
<thead>
<tr>
<th>Designation of Lamps</th>
<th>Number of Lamps per Luminaire</th>
<th>Monthly Rate per Luminaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 Watt High Pressure Sodium</td>
<td>1</td>
<td>$10.15</td>
</tr>
</tbody>
</table>

**SERVICE INCLUDED IN RATE:** Company shall own, operate, and maintain the Overhead Street Lighting system using Company's standard street lighting equipment.

**DAILY OPERATING SCHEDULE:** The daily operating schedule of the above lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

**OUTAGES:** If illumination from any lamp is interrupted and said illumination is not resumed within 24 hours from the time Company receives notice thereof from Customer, 1/30 of the monthly rate for such lamp shall be deducted for each night of nonillumination after such notice is received.

The above rate schedule has been filed with the Minnesota Public Service Commission effective **November 1983**.

Date **January 15, 1984**

Supersedes Rate Schedule A Dated **___________________________**