

E, G 002/C-12-1369



Offices in  
Minneapolis  
Saint Paul  
St. Cloud

470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300 telephone  
(612) 337-9310 fax  
www.kennedy-graven.com  
Affirmative Action, Equal Opportunity Employer

**JAMES M. STROMMEN**

Attorney at Law  
Direct Dial (612) 337-9233  
Email: [jstrommen@kennedy-graven.com](mailto:jstrommen@kennedy-graven.com)

December 21, 2012



Dr. Burl W. Haar, Executive Secretary  
Minnesota Public Utilities Commission  
350 Metro Square Building  
121 Seventh Place East  
St. Paul, MN 55101

**RE: In the Matter of Northern States Power Company's Use of a Billing Format for  
Damage Claims; Complaint of the Suburban Rate Authority**

Dear Dr. Haar:

Enclosed for filing in the above matter please find the Complaint of the Suburban Rate Authority pursuant to Minnesota Statutes, Section 216B.17, together with an affidavit of service on Northern States Power Company.

Yours truly,

KENNEDY & GRAVEN, CHARTERED

A handwritten signature in blue ink, appearing to read "James M. Strommen".

James M. Strommen

JMS:bjc  
Attachments

cc: Kari L. Valley, Xcel Energy Service, Inc. (w/att.)  
Julia Anderson, Department of Commerce, Division of Energy Resources (w/att.)

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Phyllis Reha	Vice Chair
David C. Boyd	Commissioner
J. Dennis O'Brien	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF NORTHERN  
STATES POWER COMPANY'S  
PRACTICE OF USING A STANDARD  
BILLING FORMAT FOR NON-ENERGY  
DAMAGE CLAIMS

PUC DOCKET NO. \_\_\_\_\_

COMPLAINT OF THE  
SUBURBAN RATE AUTHORITY

For its complaint under Minnesota Statutes, Section 216B.17, the Suburban Rate Authority, a Minnesota joint powers organization ("SRA"), states as follows:

1. The SRA consists of 27 Twin Cities suburban municipalities, many of which are served by Northern States Power ("NSP") for electricity. (member list attached as Exhibit A).
2. NSP is an investor-owned utility regulated by the Minnesota Public Utilities Commission, which regulation includes NSP billing practices pursuant to Minnesota Statutes, Sections 216B.05, 216B.09 and other statutes and rules promulgated pursuant to chapter 216B.
3. On information and belief, NSP has a policy of submitting claims for damage to NSP equipment allegedly caused by city vehicles or other city-related causes, using NSP's energy billing format. (Examples attached as Exhibit B).
4. NSP's claims against the SRA cities identified in Exhibit B are brought in its billing format and therefore include language noting "Bill" "Charges," a "Date Due," and an explanation regarding the due date "to avoid assessment of a late payment charge." (Id.)

5. Because these bills use the tariff-approved, contract energy billing format, they also include the Commission-required glossary of terms explaining the meaning of the bill, which contains no explanation of or reference to a damages claims in tort, unrelated to the delivery of energy service. The glossary includes an explanation of “Late Payment Charge,” which provides that the bill must be paid by the “due date” and if not paid, “Xcel Energy will assess a late payment charge on unpaid amounts two working days after the due date. In Minnesota, the late payment charge is 1.5 percent monthly, 18 percent annually, or \$1.00 whichever is greater.” (Ex. B-1)

6. In one such NSP damage claim against the City of Roseville involving alleged pad mount transformer damage by a city vehicle, prior to adjudication of the claim NSP sent a “Reminder Notice” informing the City that its “account is 30 days past due” and that the \$4,486.82 (amount of the claim) “remains unpaid.” (Exhibit C). This Reminder Notice informed the City that the “failure to make the payment in full will result in further credit action.” (Id.)

7. Damage claims such as these are non-contract, disputed tort claims brought against the city and are subject to evaluation by the City’s insurance carrier, The League of Minnesota Cities Insurance Trust, and all defenses available to a party responding to a claim of alleged damages. (See Exhibit D, League of Cities Insurance Evaluation).

8. On information and belief, NSP’s use of these bills is not isolated or a one-time occurrence but rather an NSP policy, which it has refused to modify despite requests by the SRA.

9. This billing format is misleading to its recipients because it recites due dates, late payment penalties and “further credit action” associated with unpaid contract obligations or previously adjudged or approved obligations to NSP.

10. The misleading nature of these bills has caused at least one city to pay an NSP claim of \$3,546.37 under the mistaken belief that it was a bill or other adjudged obligation, only to discover its mistake and defenses to the claim after paying the “bill.” (Exhibit E).

11. The SRA has requested NSP to utilize a “Notice of Claim” process used by at least one other utility, CenturyLink, in pursuing claims against cities for damages to utility facilities, as provided in Minnesota Statutes, Section 466.05. (Exhibit F). This CenturyLink Notice of Claim identifies the claimed damage and sets forth the allegations to the city, to which the city must respond by admission, denial of claim or compromise in the course of dispute resolution.

12. NSP has informed the SRA that NSP will continue to use the same format for damage claims for the reasons set forth in its correspondence defending its claims format. (Exhibit G).

13. Now therefore, the SRA seeks redress from the Commission as follows:

A. declaring the NSP format for non-energy damages claims to be misleading to municipal customers;

B. ordering NSP to cease and desist use of the “bill” format for damages claims; and

C. ordering NSP to use a Notice of Claim process similar to the example attached hereto as Exhibit E or other claim format that does not suggest a contract or previously adjudged obligation.

D. directing the Department of Commerce, Division of Energy Resources, to participate in the process of NSP’s establishment and wording of a Notice of Claim format without misleading language.

E. for such other relief as the Commission deems just and equitable.

Dated: December 21, 2012

Respectfully submitted,

KENNEDY & GRAVEN, CHARTERED

By:



James M. Strommen, #152614  
Melissa J. Manderscheid, #386873  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300  
**ATTORNEYS FOR THE  
SUBURBAN RATE AUTHORITY**

**SUBURBAN RATE AUTHORITY MEMBER CITIES**

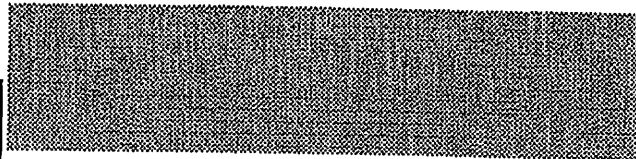
**2012**

<b>Bloomington</b>	<b>Maplewood</b>
<b>Brooklyn Park</b>	<b>Minnetonka</b>
<b>Chanhassen</b>	<b>Mound</b>
<b>Circle Pines</b>	<b>Orono</b>
<b>Deephaven</b>	<b>Plymouth</b>
<b>Eden Prairie</b>	<b>Robbinsdale</b>
<b>Edina</b>	<b>Roseville</b>
<b>Fridley</b>	<b>Shakopee</b>
<b>Golden Valley</b>	<b>Shoreview</b>
<b>Hastings</b>	<b>Spring Lake Park</b>
<b>Hopkins</b>	<b>Spring Park</b>
<b>Lauderdale</b>	<b>Wayzata</b>
<b>Maple Grove</b>	<b>Woodbury</b>
<b>Maple Plain</b>	

**EXHIBIT A**

Questions: Call  
 Please Call: (800) 481-4700  
 Hearing Impaired: (800) 895-4949  
 Fax: (800) 311-0050

or write to us at:  
 Northern States Power Company  
 PO BOX 8  
 EAU CLAIRE WI 54702-0008



**Billing Summary**

Previous Balance	\$0.00
No Payment Through 06/03	\$0.00
Balance As Of 06/03	\$0.00
Current Other Charges 06/03	\$3,546.37
<b>Total</b>	<b>\$3,546.37</b>

**Current Charges**

**Other Charges**

Invoice No. 374538600  
 Bill Period - 06/02/2011 to 06/02/2011

11412500  
 4760 MAPLE CHASE  
 DEEPHAVEN MN 55331-8795  
 DmgRepairEUG Labor  
 DmgRepairEUG Mat  
 DmgRepairEUG Equip

\$1,010.56  
 \$2,373.66  
 \$162.15  
**\$3,546.37**

Total Amount

**Other Charges**

CONTRACT 824646 4760 MAPLE CHASE, DEEPHAVEN MN  
 REPAIR ELECTRIC PADMOUNT TRANSFORMER DAMAGED ON 1/26/11  
 WORK ORDER 11412500

PLEASE CALL THE CLAIMS DEPARTMENT AT 612-215-4516, IF YOU  
 HAVE ANY QUESTIONS REGARDING THIS INVOICE.

044468 1/1

**CITY OF DEEPHAVEN D11412500  
 20225 COTTAGEWOOD RD  
 DEEPHAVEN MN 55331-6700**

Next Scheduled Meter Reading Date	Date Due	Please Pay
	07/03/2011	\$3,546.37

See back of bill for more information.

Account #: 51-0112277-0

Page 1 of 1

Statement Date: 06/03/11

Please see the back of this bill for more information regarding the late payment charge. Pay on or before the date due to avoid assessment of a late payment charge.  
 Statement # 284283663 6

**EXHIBIT B**



**Northern States Power Company**

Please Return This Portion With Your Payment.

Your Account Number	Date Due	Please Pay	Amount Enclosed
51-0114272-9	07/06/2011	\$4,467.03 Thank You!	

AT 01 055729 98995B219 A\*\*3DGT



CITY OF PLYMOUTH D11317275  
3400 PLYMOUTH BLVD  
PLYMOUTH MN 55447-1448



P.O. BOX 9477  
MPLS, MN 55484-9477

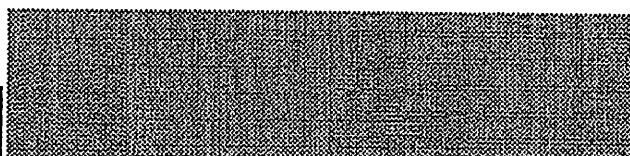
5107061140114272940000044670300000446703

Detach and Retain This Portion For Your Records

**Questions: Call**

Please Call: (800) 481-4700  
Hearing Impaired: (800) 895-4949  
Fax: (800) 311-0050

or write to us at:  
Northern States Power Company  
PO BOX 8  
EAU CLAIRE WI 54702-0008



**Billing Summary**

Previous Balance	\$0.00
No Payment Through 06/06	\$0.00
Balance As Of 06/06	\$0.00
Current Other Charges 06/06	\$4,467.03
<b>Total</b>	<b>\$4,467.03</b>

**Current Charges**

**Other Charges**

Invoice No. 374727687  
Bill Period 06/03/2011 to 06/03/2011  
11317275  
CAMPUS DR AND XENIUM LN  
PLYMOUTH MN  
DmgRepairEC Labor  
DmgRepairEC Mat  
DmgRepairEC Equip

\$2,248.31  
\$1,846.02  
\$372.70  
**\$4,467.03**

**Total Amount**

**Other Charges**

CONTRACT 824749 CAMPUS DR & XENIUM LN, PHYMOUTH MN  
REPAIR ELECTRIC LOAD BREAK CENTER BOX DAMAGED ON 12/16/10  
WORK ORDER 11317275

PLEASE CALL THE CLAIMS DEPARTMENT AT 612-215-4516, IF YOU  
HAVE ANY QUESTIONS REGARDING THIS INVOICE.

055729 1/1



CITY OF PLYMOUTH D11317275  
3400 PLYMOUTH BLVD  
PLYMOUTH MN 55447-1448

Account #: 51-0114272-9

Statement Date: 06/06/11

Next Scheduled Meter Reading Date	Date Due	Please Pay
	07/06/2011	\$4,467.03

See back of bill for more information.

Page 1 of 1

Please see the back of this bill for more information regarding the late payment charge. Pay on or before the date due to avoid assessment of a late payment charge.

Statement # 284456978





**Northern States Power Company**  
Please Return This Portion With Your Payment.

51-0053707-5	05/13/2011	\$3,859.48	Thank You!
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AV 01 032089 720988120 A\*\*6DGT  
 CITY OF ROSEVILLE D11318384  
 STREETS DIVISION  
 2660 CIVIC CENTER DR  
 ROSEVILLE MN 55113-1815

P.O. BOX 9477  
 MPLS, MN 55484-9477

RECEIVED APR 19 2011

5105131140053707540000036594800000365948

Questions: Call  
 Please Call: (800) 481-4700  
 Hearing Impaired: (800) 895-4949  
 Fax: (800) 311-0050

Detach and Retain This Portion For Your Records  
 or write to us at:  
 Northern States Power Company  
 PO BOX 8  
 EAU CLAIRE WI 54702-0008

**Billing Summary**

Previous Balance	\$0.00
No Payment Through 04/13	\$0.00
Balance As Of 04/13	\$0.00
Current Other Charges 04/13	\$3,859.48
<b>Total</b>	<b>\$3,859.48</b>

**Current Charges**

**Other Charges**

Invoice No. 367572418  
 Bil Period 04/12/2011 to 04/12/2011  
 11318384  
 HIGHPOINTE CURVE & OWASSO HILLS DR  
 ROSEVILLE MN  
 DmgRepairEC Labor  
 DmgRepairEC Mat  
 DmgRepairEC Equip  
 DmgRepairEC Misc

\$2,634.88  
 \$142.39  
 \$347.82  
 \$734.40  
**\$3,859.48**

Total Amount

**Other Charges**

CONTRACT#819770 HIGHPOINTE CURVE & OWASSO HILLS DR ROSEVILLE  
 REPAIR ELECTRIC SECONDARY PEDESTAL DAMAGED ON 12/28/2010  
 WO#11318394  
 FOR QUESTIONS PLEASE CALL THE CLAIMS DEPT AT 612-215-4516  
 REGARDING THIS INVOICE.

CITY OF ROSEVILLE D11318384  
 2660 CIVIC CENTER DR  
 ROSEVILLE MN 55113-1815

Next Scheduled Meter Reading Date	Amount Due
05/13/2011	\$3,859.48

See back of bill for more information.

Account #: 51-0053707-5

Page 1 of 1

Statement Date: 04/13/11

Please see the back of this bill for more information regarding the late payment charge. Pay on or before the date due to avoid assessment of a late payment charge.

Statement # 278317573

05/09/11 11:11 AM

#### Conservation Improvement Programs (Minnesota)

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

#### Demand Charge

The greatest 15 min. avg. kW demand in billing period recovers the fixed costs associated with the system capacity necessary to produce and deliver electricity and is adjusted seasonally.

#### Energy Charge

Usage charge per kWh to recover the variable costs of producing energy.

#### Environmental Improvement Rider (Minnesota)/Environmental Cost Recovery (South Dakota)

Minnesota and South Dakota law allows Xcel Energy to recover the costs of significant environmental improvements at three of Xcel Energy's fossil fuel power plants.

#### Fuel Cost Charge/Fuel Clause Adjustment

Usage charge per kWh to recover the costs of fuel needed to run Xcel Energy's generating plants, as well as the cost of purchasing electricity from other suppliers.

#### kWh

A kilowatt-hour (kWh) is a unit of electrical usage. One kWh equals 1,000 watts of electricity used for one hour. This lights a 100-watt light bulb for 10 hours.

#### Mercury Cost Recovery (Minnesota)

Minnesota law allows Xcel Energy to recover costs related to reducing Mercury emissions at two of Xcel Energy's fossil fuel power plants.

#### Renewable Development Fund (Minnesota)

Minnesota law requires Xcel Energy to allocate money to support development of renewable energy projects research and development of renewable energy technologies.

#### Renewable Energy Standard (Minnesota)

Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

#### Resource Adjustment (Minnesota)

This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery

#### State Energy Policy (Minnesota)

Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

#### Transmission Cost Recovery (Minnesota and South Dakota)

Minnesota and South Dakota law allows Xcel Energy to recover costs associated with new investments in the electric transmission system necessary to deliver electric energy to customers.

#### Windsource® (Minnesota)

Windsource® is an optional program where you choose how much wind energy you would like to support. You can choose a fixed number of Windsource® blocks (100 kWh each) or choose a 100% Windsource® option.

#### Avoid Estimated Bills

Xcel Energy tries to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on past use. If this occurs, you can contact Xcel Energy with an actual meter reading.

#### Basic Service Charge

Monthly charge for certain fixed costs (metering, billing, maintenance, etc.).

#### City Fees

A fee some cities require Xcel Energy to collect that is paid directly to the city.

#### Electronic Check Conversion

If paying by check, you are authorizing Xcel Energy to convert your check to a one-time electronic payment on the day we receive your check. No additional fees will be applied. Your paper check will be destroyed. Contact us at 800-895-4999 to opt out.

#### Environmental Information

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 800-895-4999 or online at [www.xcelenergy.com](http://www.xcelenergy.com). You can also contact the

Minnesota Department of Commerce at [www.commerce.state.mn.us](http://www.commerce.state.mn.us) or the Minnesota Pollution Control Agency at [www.pca.state.mn.us/programs/electricity.html](http://www.pca.state.mn.us/programs/electricity.html)

#### Governing Regulatory Agencies

State public utilities commissions regulate this utility and are available for mediation.

Minnesota PUC: 121 7th Place E., Suite 330, St. Paul, MN 55101-2147 - [www.puc.state.mn.us](http://www.puc.state.mn.us)

North Dakota PSC: 600 E. Blvd., Bismarck, ND 58505 [www.psc.state.nd.us](http://www.psc.state.nd.us)

South Dakota PUC: 500 E. Capitol Ave., Pierre, SD 57501-5070 - 800-332-1782 [www.puc.sd.gov](http://www.puc.sd.gov)

#### Late Payment Charge

Please pay your bill by the due date. Xcel Energy will assess a late payment charge on unpaid amounts two working days after the due date. In Minnesota, the late payment charge is 1.5% monthly, 18% annually, or \$1, whichever is greater. Xcel Energy will not assess a late payment charge if the unpaid amount is less than \$10.

#### Payment Responsibility

Check the name on the front of your bill. If the name is not that of a person or business who has payment responsibility, call Xcel Energy at 800-895-4999.

#### Standard Payment Options: (No Fee Applies)

- **Auto Pay** - Automatically pay your bill directly from your bank account.
- **Online View and Pay** - View and pay your bills online.
- **Pay By Mail** - Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.
- **Pay By Phone** - Make your payment by phone from your checking or savings account by calling 800-895-4999.

Other Payment Options (Third-Party Fees may apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** - Make your payment using your credit or debit card either online or by calling 800-656-8439.
- **Pay Stations** - Pay your bill in-person at a location near you.



Northern States Power Company d/b/a Xcel Energy  
 P.O. Box 9477  
 Mpls., MN 55484-9477  
 1-800-895-4999

00200-1-1

05/16/2011

Account Number: 51-0053697-2

**Reminder Notice  
 And Statement of Customer Rights and Information**

RECEIVED MAY 22 2011

Dear City Of Roseville D11314271:

Did you know that your account is 30 days past due? Our records indicate that \$4,486.82 remains unpaid. If you recently mailed your payment, thank you. Please disregard this letter. If you haven't yet paid this balance, send the full payment immediately.

Please keep in mind that failure to make the payment in full will result in further credit action.

To ensure proper payment, please:

- Send the remittance stub below.
- Send your check made out to Xcel Energy.
- Write your account number on your check.

If you have questions concerning your account, please contact us immediately at the appropriate phone number below:

For accounts billed for damages to Xcel Energy property, please call:  
 612-215-4516 for damages in MN, ND, SD, WI or MI.  
 303-294-2828 for damages in CO, TX, or NM.

For all other types of bills, please call 1-888-777-3626.  
 We appreciate your prompt attention to this matter and we look forward to providing you with service in the future.

Sincerely,

Xcel Energy

RETAIN UPPER PORTION WHEN MAILING PAYMENT

THIS NOTICE MAY NOT REFLECT RECENT PAYMENTS

**REMINDER NOTICE**

ES POSIBLE QUE EL PRESENTE AVISO NO REFLEJE LOS ÚLTIMOS PAGOS

Your Account Number	Due Date	Please Pay	Amount Enclosed
51-0053697-2	May. 13, 2011	\$4,486.82 Thank You!	

Please Return This Portion With  
 Your Payment To:

AT 01 005381 88841B 20 A\*\*9DGT



CITY OF ROSEVILLE D11314271  
 STREETS DIVISION  
 2660 CIVIC CENTER DR  
 ROSEVILLE MN 55113-1815



XCEL ENERGY  
 P O BOX 9477  
 MPLS, MN 55484-9477

EXHIBIT C

5105131170053697270000044868200000448682



CONNECTING & INNOVATING  
SINCE 1913

May 24, 2011

Xcel Energy Claims/Collections Dept.  
825 Rice Street, 2<sup>nd</sup> Floor  
St. Paul, MN 55117

**RE: LMCIT FILE NO.: 11075224**  
**TRUST MEMBER: City of Roseville**  
**INVOICE NO.: 367572424**  
**D/OCCURRENCE: 12/17/10**

Dear Claims Department:

The League of Minnesota Cities Insurance Trust (LMCIT) provides coverage to our trust member, the city of Roseville. I've conducted my investigation into liability and have failed to find any negligence on behalf of the city of Roseville for the damage to your property located at 2858 Pascal Street in Roseville, MN.

On or about December 17, 2010, damage occurred to a transformer owned and operated by Xcel Energy located in the city's Right of Way. If any damage occurs to property within the city's Right of Way during snow removal operations, the property owner bears the risk for that damage because the Right of Way exists for uses such as snow removal and street maintenance.

Additionally, the utility box was not marked or visible due to the heavy snow fall. Xcel Energy is responsible for marking their utilities to make them visible for snow plow operators. Had the box been marked, this may have prevented the damage. We feel the operator of the city loader used reasonable care while removing snow from the city street into the boulevard area.

It is unfortunate that during routine snow removal Xcel Energy's property sustained damage. However, at this time, based on the information above, we must respectfully deny your claim. If you have any questions regarding this correspondence, my direct dial is 651-215-4060.

Sincerely,

Phillip S. Trebatoski  
Claims Adjuster

c: Brenda Davitt, City of Roseville  
Matt Hanley, LMCIT

**EXHIBIT D**

LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST

145 UNIVERSITY AVE. WEST      PHONE: (651) 281-1200      FAX: (651) 281-1298  
ST. PAUL, MN 55103-2044      TOLL FREE: (800) 925-1122      WEB: WWW.LMC.ORG

Michelle,

I not sure who to contact at Xcel regarding this matter so I thought I would send it to you and you could forward it to the appropriate party.

Back on January 26, 2011, when we were using our loader to push snow further back into the boulevard to allow for more snow storage, we inadvertently hit a transformer at 4760 Maple Chase in Deephaven that was buried in snow. Xcel was notified about the damaged transformer and repaired the transformer later that day.

The transformer was buried under several feet of snow and was not properly marked so our public work employee operating the loader had no idea that there was a transformer at this location when he was pushing the snow back into the boulevard. For this reason, I had no idea at the time whether we would be billed for the damage to the transformer. As I was reviewing our street lighting costs last month for our 2012 Budget, I happened to notice one bill in the amount of \$3,546.37 that seemed much higher than our usual monthly street lighting bills. Once I pulled the bill, I could see that it was not for street lighting but that we had actually received and paid the bill for the damage to the transformer. I have attached a copy of the bill for your review.

I submitted this as an insurance claim under our liability coverage and coverage was denied due to the fact that our insurance carrier could not find the City at fault. As our claims adjuster pointed out, a position to which I happen to strongly agree, this transformer was covered in snow and was unmarked thereby making the accident unavoidable. I have also attached a copy of this letter from our insurance carrier.

I would like to have a discussion with someone at Xcel Energy about the damage to the transformer, whether the City is truly responsible for the damage, and how to ensure this doesn't happen in the future to other unmarked transformers in Deephaven.

Thank you,

Dana Young  
Administrator  
City of Deephaven

**EXHIBIT E**



CenturyLink™

CMR CLAIMS DEPARTMENT  
P.O. BOX 60770  
OKLAHOMA CITY, OK 73148-0770  
1-866-887-4066

**\*\*\*\*\*NOTICE OF CLAIM\*\*\*\*\***

Date: 07-24-2012

JUL 30 2012

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

To: CITY OF GOLDEN VALLEY  
CITY MANAGER  
7800 GOLDEN VALLEY RD.  
GOLDEN VALLEY, MN 55427

CERTIFIED MAIL# 9171 9690 0935 0012 9023 37

RE: Damage to Century Link Property

Century Link Claim Num: 528911  
Damage/Discovery Date: 07-19-2012  
Damage Location: NOBLE & GOLDEN VALLEY RD, GOLDEN VALLEY, MN  
Damage County: HENNEPIN  
Damage Amount: UNDETERMINED

Dear Sir/Madam:

Please be advised that Century Link Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF GOLDEN VALLEY .

Investigation has revealed that on or about 07-19-2012 employees or agents of CITY OF GOLDEN VALLEY, CITY OF GOLDEN VALLEY DAMAGED A 900 PAIR BURIED CENTURY LINK CABLE DURING HIGHWAY/STREET EXCAVATION in the area of NOBLE & GOLDEN VALLEY RD, GOLDEN VALLEY, MN.

This letter is the written presentment of Century Link's claim pursuant to Minnesota Statute 466.05 .

**REQUEST FOR GOVERNMENTAL NOTICE FORM**

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext-8232.

Sincerely,  
Holly Finley

CMR Claims DEPT

NOTARY

Commission Expires

11/28/14

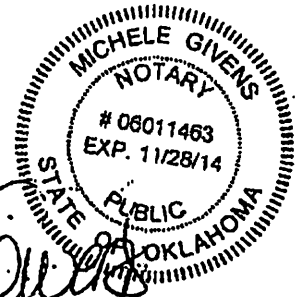


EXHIBIT F



**Kari L. Valley**  
*Assistant General Counsel*

414 Nicollet Mall, 5<sup>th</sup> Floor  
Minneapolis, Minnesota 55401  
Phone: 612-215-4526  
Fax: 612-215-4544

December 20, 2012

James M. Strommen  
Kennedy & Graven  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402

RE: SYSTEM DAMAGES BILLING FORMAT

Dear Jim:

Thank you for your correspondence dated October 19, 2012 regarding Xcel Energy invoices for damages to Company equipment.

We appreciate the concern of SRA. However, as explained in our October 3, 2012 correspondence (attached) and in conversations between SRA and the Company, we have used our customer billing system to generate invoices for claims for damages for more than ten years – with no complaints or reports of confusion with our regular utility bills. In addition, the billing format complies with statutory requirements regarding notice of claim to municipalities, Minn. Stat. § 466.05.

When preparing bills for damages, we provide as much information as possible to inform the recipient of the nature of the incident and resultant damage. Our invoices for claims for damages outline the date of the incident, the damages incurred, and separately identify the portion of damages related to materials, equipment and labor. In addition, the invoices direct the recipient to our claims department if there are any questions regarding the invoice.

In contrast, a bill for electric or gas service informs the customer of their electric or gas use, and specifies the related charges on the bill, such as customer charge, city requested facilities surcharge, resource adjustment and other energy charges, as well as meter data. Our claims for damages do not contain any data related to energy charges.

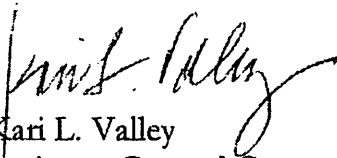
EXHIBIT G

James M. Strommen  
Kennedy & Graven  
December 20, 2012  
Page 2

As explained in our prior letter, to further minimize or avoid any possible confusion regarding invoices to local governments for damages incurred, our Community Relations Managers will also notify cities that such an invoice will be forthcoming. Although our Community Relations Managers are always an available resource to city leaders, we believe this enhancement to our process will provide city leaders an increased opportunity to discuss and understand any claims, should they arise.

Please contact me at (612) 215-4526 if you have any additional questions regarding the billing and communication of system damages information to our local government customers.

Very truly yours,



Kari L. Valley  
Assistant General Counsel

KLV/JAG  
Enclosure





**Kari L. Valley**  
*Assistant General Counsel*

414 Nicollet Mall, 5<sup>th</sup> Floor  
Minneapolis, Minnesota 55401  
Phone: 612-215-4526  
Fax: 612-215-4544

October 3, 2012

James M. Strommen  
Kennedy & Graven  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402

RE: SYSTEM DAMAGES BILLING FORMAT

Dear Jim:

Thank you for your correspondence dated August 7, 2012 regarding the format of Xcel Energy invoices for damages to Company equipment.

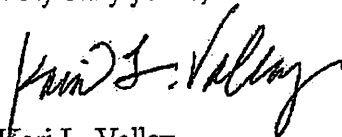
We appreciate the cities' concerns that you conveyed. But, we note that we have used our customer billing system to generate invoices for claims for damages for more than ten years – and with no complaints or reports of confusion with our regular utility bills, as claimed in your letter. The examples attached to your correspondence demonstrate that the charges on the bill are clearly laid-out as to the costs related to labor, materials and equipment. The section below specifies the exact equipment that was damaged, and for which the invoice is being issued.

In an effort to minimize or avoid any future confusion regarding invoices to local governments for damages incurred, we commit to modify our process to have our Community Relations Managers notify cities that such an invoice will be forthcoming. We believe this change will provide city leaders an increased opportunity to discuss and understand any claims, should they arise.

You additionally raised concerns regarding a damages claim paid by the City of Deephaven. This matter is currently under review by our claims department. The City of Deephaven may direct any inquiry regarding this matter to Assistant General Counsel Kerry Koep at (612) 215-4583 or Kathy Doughty, Manager of our Claims Department, at 612-630-4550.

Please contact me at (612) 215-4526 if you have any questions regarding the billing and communication of system damages information to our local government customers.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kari L. Valley". The signature is written in a cursive style with a large, stylized initial "K".

Kari L. Valley

KLK/JAG  
Enclosure

**AFFIDAVIT OF SERVICE BY MAIL**

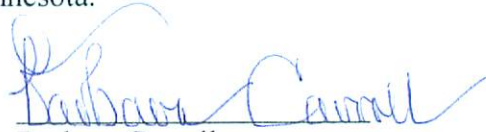
Our File No. SU160-102

**RE: Complaint of the Suburban Rate Authority in the Matter of Northern States Power Company's Use of a Billing Format for Damage Claims**

Barbara Carroll, after being first duly sworn, deposes and says that on the 21st day of December, 2012, she served the Complaint of the Suburban Rate Authority on the following:

Ms. Kari L. Valley, Esq.  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 5th Floor  
Minneapolis, MN 55401

by placing a copy of said document in an envelope, addressed to the above and depositing the same in the United States Mail at Minneapolis, Minnesota.

  
Barbara Carroll

SUBSCRIBED AND SWORN to before me  
this 21st day of December, 2012.

  
Notary Public

