

XCE07STR

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY
SUBJECT/PROJECT:	PURCHASE AND MAINTENANCE OF STREETLIGHTS THAT ARE NOT IN PSCO INVENTORY
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2007
EXPIRATION DATE:	UNTIL CANCELED
DESTRUCTION DATE:	01/14



June 21, 2007

Mr. Tim Moore
Public Works and Planning Director
250 North 5th Street
Grand Junction, CO 81501

Re: Letter of Agreement for streetlights not carried in inventory.

Dear Mr. Moore:

The City of Grand Junction ("Customer") and Public Service Company of Colorado d/b/a Xcel Energy ("PSCo") (PSCo and Customer may be referred to individually as "Party" or collectively as "Parties") enter into this Letter of Agreement that will provide for Customer to purchase streetlights that are not in PSCo inventory and PSCo will maintain the streetlights after the lights have been installed. The terms and conditions of this Agreement are as described below.

The purpose of this Letter of Agreement is to authorize and direct the Parties to order the streetlights and then transfer ownership at time of installation.

Customer will order the streetlights as outlined in the attachments for the projects presently under construction. Customer has communicated the request for streetlights through the normal channels of project management defining the location of the streetlights.

All of the accepted processes and best practices of project management will be followed. PSCo will install the streetlights and ownership of the streetlights will transfer to PSCo upon completion of installation. The charges for maintaining these streetlights will be governed at all times by the tariffs on file with the Colorado Public Utilities Commission.

All streetlights will use the Lamp and Photocells currently stocked by PSCo.

The Construction Allowance ("CA") that is in effect at time of installation will be applied in the normal process of billing for these services. If at the time of installation an amount is owed to PSCo then a bill will be sent to Customer for that amount. If there is a credit owed to the Customer, PSCo will issue a check for that amount to Customer.

Customer will maintain a stock of replacement streetlight components the will be supplied to PSCo when needed. If the spare parts are not available the Customer will not hold PSCo accountable for those lights that are not working due to parts that are not available. This will include, but not be limited to, statistical sampling as outlined by present street light rates and regulations. Also excluded will be the maintenance and repair reports as presently generated.

This Letter of Agreement may be terminated upon thirty-day notice by either Party.

If the foregoing correctly sets forth our agreement, please indicate by signing both original counterparts of this Letter of Agreement in the spaces provided and returning one of the originals to:

Fred Eggleston
Public Service Company of Colorado
2538 Blichmann Ave
Grand Junction, CO 81505

This Letter of Agreement will become effective upon execution by both Customer and PSCo.

ACCEPTED AND AGREED to:

ACCEPTED AND AGREED to:

This ____ day of June. 2007

this ____ day of June. 2007

City of Grand Junction

Public Service Company of Colorado

By: 

By: 

Printed Name: Louise M Kadrich

Printed Name: Jay Herrmann

Title: _____ Ti
Title: Vice President Customer
& Community Services

REVIEWED
LEGAL

7-19-07 LMC