



305 11th Street East
Glencoe, Minnesota 55336

Phone: (320) 864-5184
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May 13, 2019

VIA E-FILING
Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101

Re: In the Matter of a Petition for Approval of a Service Line Extension to Utility Property Agreement Between McLeod Cooperative Power Association and Glencoe Light and Power Commission

Dear Mr. Wolf:

Enclosed for filing please find the Joint petition for service by exception, between Glencoe Light and Power Commission (the "Municipal") and McLeod Cooperative Power Association (the "Cooperative"). Hereinafter referenced collectively as the "Parties".

Summary of Joint Request

Pursuant to Minn. Statute 216B.42, subdivision 2, the Parties petition the Minnesota Public Utilities Commission for approval for service by exception to allow the Municipal to extend electric lines for electric service to its own utility property and facilities which are located within the designated service territory assigned to the Cooperative.

The Municipal has constructed a distribution substation on the property described below and will provide electric service to the property per Minnesota Statute Section 216B.42. Subdivision 2. The substation is located at 10975 Diamond Avenue in Glencoe, Minnesota. The substation is further identified in the map and legal description attached as Attachment A.

A signed joint agreement for service by exception from the Parties is attached.

In addition to the map in Attachment A, a GIS file will be emailed to MNGeo upon Commission Approval of this petition.

Attachment A

- Map and Legal Description

Parties Contact Information

If there are any questions concerning this filing, you may contact the following representatives:

Glencoe Light and Power Commission

David C. Meyer, General Manager
Glencoe Light and Power
3305 11th St. East
Glencoe MN 55336
Phone: 320-864-7243
dave@glencoelightandpower.com

McLeod Cooperative Power Association

Carrie L. Buckley, General Manager
McLeod Cooperative Power Association
1231 Ford Ave., PO Box 70
Glencoe MN 55336
Phone: 320-864-7334
cbuckley@mcleodcoop.com

Please contact me at the number above if you have any questions regarding this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David C. Meyer". The signature is fluid and cursive, with a large initial "D" and "M".

David C. Meyer, General Manager

Enclosures

**SERVICE LINE EXTENSION TO UTILITY PROPERTY AGREEMENT BETWEEN GLENCOE LIGHT AND POWER
COMMISSION AND MCLEOD COOPERATIVE POWER ASSOCIATION**

This agreement is entered into as of May 14, 2019 (the "Agreement") between Glencoe Light and Power, with its principal office located at 805 11th St. East (the "Municipal") and McLeod Cooperative Power Association, with its current office located at 1231 Ford Ave., Glencoe, MN 55336 (the "Cooperative") (collectively, the "Parties").

RECITALS

- A. The Municipal is a municipal utility duly existing under Minnesota Statutes, Sections 412.321 - .391.
- B. The Cooperative is an electric cooperative duly existing under Minnesota Statutes, Chapter 308A.
- C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "MPUC") and Minnesota Statutes §216B.39 and §216B.40, the Cooperative and the Municipal have rights to provide electric service within their respective service territories.
- D. Extensions to service territory rights are provided in Minnesota Statute §216B.42. Subdivision 2 of that Statute provides, "notwithstanding the provisions in §216B.39 any electric utility may extend electric lines for electric service to its own utility property and facilities."
- E. The Municipal has constructed a distribution substation on the property described below and will provide electric service to the property per Minnesota Statute Section 216B.42.Subdivision 2. The substation is located at 10975 Diamond Avenue in Glencoe, Minnesota. The substation is further identified in the map and legal description attached as Attachment A.
- F. The Parties have come to a mutual agreement that the Municipal will provide electric service to the Municipal substation, namely its own utility property and facilities, which is located within the Cooperative's assigned service territory. The Parties wish to set forth their agreement.


NOW THEREFORE, in consideration of the promises exchanged herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Scope of Agreement: The scope of this Agreement is limited extending and providing service to the property and facilities owned by the Municipal. Providing service to the Municipal substation includes any and all electric service needs of the Municipal on the property described herein. The Municipal will not serve any additional properties not specifically permitted in this Agreement.
- 2. Compensation: The Parties agree that no compensation is owed for the limited right to serve the Municipal substation identified in this Agreement.
- 3. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any Party.
- 4. No Precedent: The Parties recognize that this Agreement is the result of negotiations between the Parties and that the Agreement does not represent any binding or legal precedent on any party in any other matter.
- 5. Minnesota Public Utilities Commission (MPUC): Upon execution of this Agreement by all Parties, the Parties will notify the MPUC of the arrangement to allow the MPUC to update its records and/or the official service territory map.
- 6. Miscellaneous:

- a. Entire Agreement and Modification: This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification, or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed representative of all Parties and then any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given. Headings are provided for convenience and are not part of the Agreement.
- b. Assignment: None of the Parties shall assign, or sublet, this Agreement, voluntarily, involuntarily or by operation of law, without the prior written consent of the other.
- c. Severance: If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.
- d. Choice of Laws: This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- e. Agreement Drafted Jointly: The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.
- f. Effective Date: The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- g. Notice: Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.


Glencoe Light and Power



General Manager

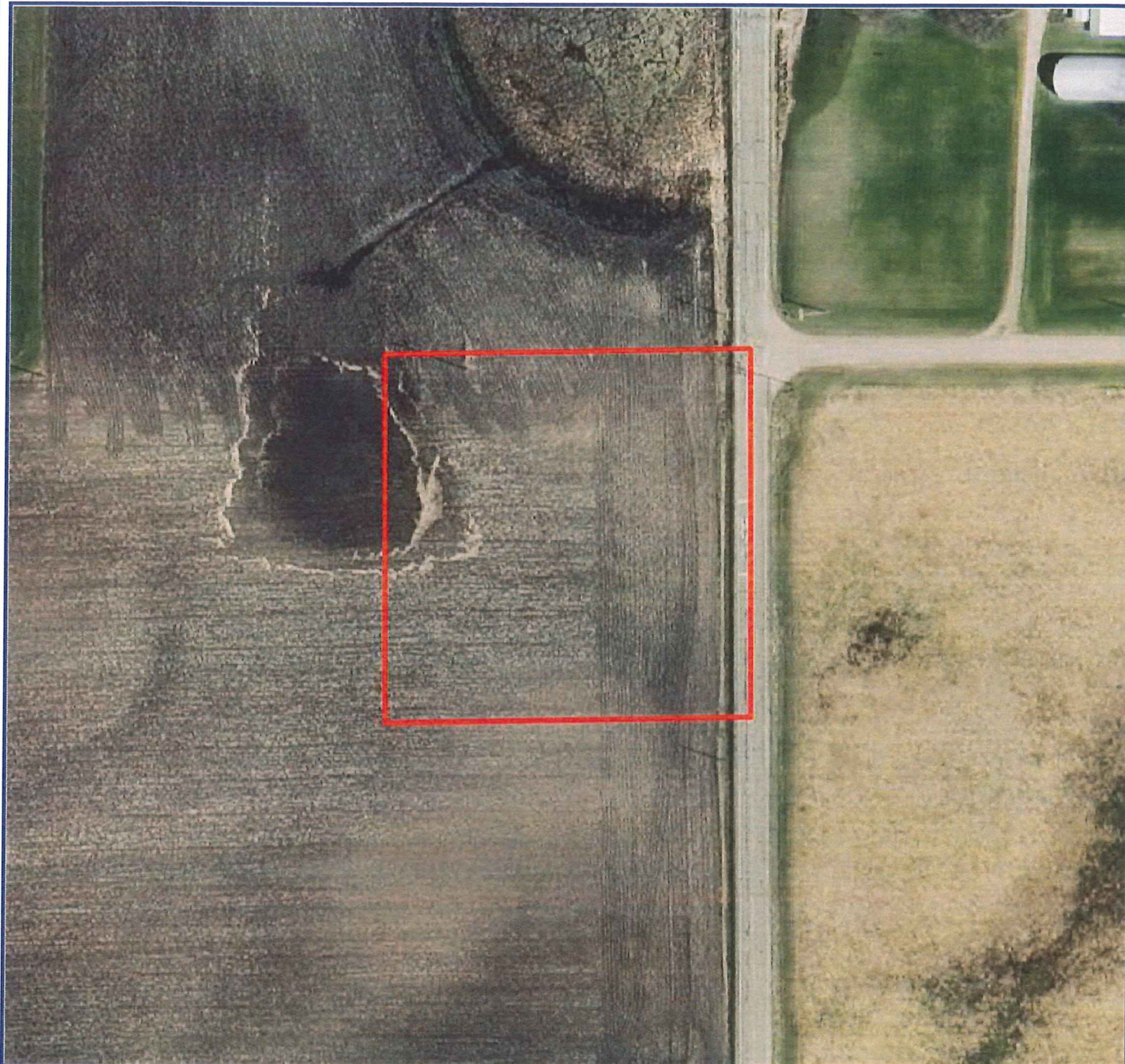
Date: 5-14-2019

McLeod Cooperative Power Assoc.



General Manager

Date: May 14, 2019



Parcel ID: 070170825

Acres: 2

Taxpayer Name: LIGHT & POWER COMMISSION

Taxpayer Address: 305 11TH ST E, GLENCOE, MN 55336

Property Address: 10975 DIAMOND AVE, GLENCOE

Land Value: 95800

Building Value: 59100

Total Value: 154900

Bedrooms:

Bathrooms:

Square Footage (Foundation):

Actual Year Built:

Legal Description: Sect-17 Twp-115 Range-027

2.00 AC

N'LY 295' OF E'LY 295' OF



Printed 05/13/2019

Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data. The data is meant for reference purposes only and should not be used for official decisions. If you have questions regarding the data presented in this map, please contact the McLeod County GIS Department.