



414 Nicollet Mall
Minneapolis, Minnesota 55401

January 13, 2022

—Via Electronic Filing—

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: PETITION
SERVICE AREA COMPENSATION AND ORDERLY TRANSFER AGREEMENTS (3)
DAKOTA ELECTRIC ASSOCIATION & XCEL ENERGY
DOCKET NO. E002,111/SA-22-____

Dear Mr. Seuffert:

Enclosed is a Joint Petition submitted by Northern States Power Company, doing business as Xcel Energy, and Dakota Electric Association seeking approval of three (3) Compensation and Orderly Transfer Agreements (Agreement) between the two parties.

The list below identifies where items in the checklist for content of agreed upon service area extension agreements can be found in this filing.

Checklist	Location
Joint letter explaining the change	Petition
Contact Information for both utilities	This letter, page 2 and Petition, page 3
Legal description of the property in question	Schedule A, page 2 Schedule B, page 2 Schedule C, page 2
Explanation of why agreement is consistent with Minn. Stat. §216B.39	Petition at page 3
Permanent boundary change or service by exception	Permanent, see Petition at page 3
Compensation and Orderly Transfer Agreement	Schedule A-Cedar Crossings 3 rd Addition Schedule B-Doolin Heights Addition Schedule C-Scenic Hills 1 st Addition
Digital or paper map	Schedule A, pages 8-9 Schedule B, pages 8-9 Schedule C, pages 8-9

Customer Notice

A notice will be sent to the affected land owners (See Schedule D).

Customer class	Number of Lots	Date Notice Provided
Residential	26	Within 5 days of filing.

Utility Employee Responsible for Filing

Bridget Dockter
Manager, Policy & Outreach
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
(612) 337-2096

Craig E. Knudsen
Land Use Manager
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
(651) 463-6212

Electronic Service

Pursuant to Minn. R. 7829.0700, the companies request that the following persons be placed on the Commission's official service list for this proceeding:

For Dakota Electric Association:

Craig E. Knudsen
Land Use Manager
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
cknudsen@dakotaelectric.com

Adam Heinan
Vice President, Regulatory Services
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
aheinan@dakotaelectric.com

For Xcel Energy:

Ian M. Dobson
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
ian.m.dobson@xcelenergy.com

Lynnette Sweet
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

GIS data

David Olson of Xcel Energy will work with MNGeo and Commission staff to provide mapping information.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies of the one-page Summary of Filing have been served on the parties on the attached service list.

Please contact me at bridget.dockter@xcelenergy.com or (612) 337-2096 or Jennifer Roesler at jennifer.roesler@xcelenergy.com or (612) 330-1925 if you have any questions regarding this filing.

Sincerely,

/s/

BRIDGET DOCKTER
MANAGER, POLICY & OUTREACH

Enclosures

c: Service List (Summary)
Craig E. Knudsen, Dakota Electric Association

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF THREE SERVICE
TERRITORY COMPENSATION AND
ORDERLY TRANSFER AGREEMENTS
BETWEEN NORTHERN STATES POWER
COMPANY AND DAKOTA ELECTRIC
ASSOCIATION

DOCKET NO. E002,111/SA-22-____

PETITION

INTRODUCTION

Pursuant to Minn. Stat. §§216B.39, and 216B.40, and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and Dakota Electric Association (the Cooperative) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of three service territory Compensation and Orderly Transfer Agreements (the Agreements) between Xcel Energy and Dakota Electric Association.

I. Summary of Filing

A one-paragraph summary of the filing accompanies this Petition.

II. Service on Other Parties

Xcel Energy has served a copy of this Petition on the attached service list. A summary of the filing has been served on all parties on Xcel Energy's miscellaneous electric service list.

III. Proposed Hearing Notice

Pursuant to Minn. Stat. §§216B.17, 216B.18, and 216B.39 subd. 3, a Proposed Hearing Notice is included as Schedule E.

IV. General Filing Information

A. Name, Address, and Telephone Number of Utility

Northern States Power Company, doing business as
Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

Dakota Electric Association
4300 220th Street West
Farmington, MN 55024
(651) 463-6332

B. Name, Address, and Telephone Number of Utility Attorney

Ian M. Dobson
Assistant General Counsel
Xcel Energy Services Inc.
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
(612) 370-3578
ian.m.dobson@xcelenergy.com

C. Date of Filing

The date of this filing is January 13, 2022.

D. Controlling Statute

Exclusive electric service territories have existed in Minnesota since 1974, and are considered necessary to encourage the development of coordinated statewide electric service, to eliminate or avoid unnecessary duplication of utility facilities, and to promote economical, efficient, and adequate electric service to the public.

Minn. Stat. §216B.37 provides electric utilities the exclusive right to serve customers within an assigned service territory, and Minn. Stat. §216B.40 prohibits the provision of retail electric service by another utility within that assigned service territory.

However, two parties may agree to modify the boundary between their service territories if they receive Commission approval after notice and hearing under Minn. Stat. §216B.39, or service by exception is consented to under Minn. Stat. §216B.40. As such, when two parties reach an agreement regarding a change in service territory boundaries, the agreement must be submitted to the Commission for its approval. This Agreement is consistent with Minn. Stat. §216B.39. The Agreement in this petition includes a permanent boundary change, agreed to by both utilities as shown in the Agreement.

E. Utility Employee Responsible for Filing

Bridget Dockter
Manager, Policy & Outreach
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
(612) 337-2096

Craig E. Knudsen
Land Use Manager
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
(651) 463-6212

V. MISCELLANEOUS INFORMATION

Pursuant to Minn. R. 7829.0700, the companies request that the following persons be placed on the Commission’s official service list for this proceeding:

For Dakota Electric Association:

Craig E. Knudsen
Land Use Manager
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
cknudsen@dakotaelectric.com

Adam Heinan
Vice President, Regulatory Services
Dakota Electric Association
4300-220th Street West
Farmington, MN 55024
aheinan@dakotaelectric.com

For Xcel Energy:

Ian M. Dobson
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
ian.m.dobson@xcelenergy.com

Lynnette Sweet
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

Any information requests in this proceeding should be submitted to Xcel Energy via the Regulatory Records e-mail address above and to Dakota Electric Association via Mr. Knudsen's e-mail address above.

VI. Description and Purpose of Filing

A. Reasons for the Filing

The purpose of this filing is to request approval of an Agreement between Xcel Energy and Dakota Electric Association.

B. Affected Customers and Existing Facilities

The Commission's approval of these agreements will result in the transfer of service territory of 26 lots in Dakota County. All 26 lots are currently undeveloped. In the Agreement provided as Schedule A, nine lots will be transferred to Xcel Energy from the Cooperative (Cedar Crossings 3rd Addition). In the Agreement provided as Schedule B, four lots will be transferred to Xcel Energy from the Cooperative (Doolin Heights Addition, Lots 4, 5, 6 and 7 of Block 2) and Xcel Energy will transfer four lots to the Cooperative (Doolin Heights Addition, Lots 11, 23, 13 and 14 of Block 1). In the Agreement provided in Schedule C, nine lots will be transferred from Xcel Energy to the Cooperative (Scenic Hills 1st Addition).

We have provided, as Schedule D to this Petition, a copy of the letters that will be sent to the land owners providing information related to this proceeding.

C. Attached Documents

- Schedule A: Compensation and Orderly Transfer Agreement (Cedar Crossings)
- Schedule B: Compensation and Orderly Transfer Agreement (Doolin Heights)
- Schedule C: Compensation and Orderly Transfer Agreement (Scenic Hills)
- Schedule D: Letters to land owners
- Schedule E: Proposed Hearing Notice

CONCLUSION

For the reasons contained herein, we respectfully request the Commission approve the three Agreements between Xcel Energy and Dakota Electric Association.

Dated: January 13, 2022

Northern States Power Company
and
Dakota Electric Association

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF THREE SERVICE
TERRITORY COMPENSATION AND
ORDERLY TRANSFER AGREEMENTS
BETWEEN NORTHERN STATES POWER
COMPANY AND DAKOTA ELECTRIC
ASSOCIATION

DOCKET NO. E002,111/SA-22-____

SUMMARY

Summary of Filing

Please take notice that on January 13, 2022, Northern States Power Company, doing business as Xcel Energy, and Dakota Electric Association (the Cooperative) filed with the Minnesota Public Utilities Commission a joint petition for approval of three Service Territory Compensation and Orderly Transfer Agreements between Xcel Energy and the Cooperative. The Service Territory Agreements will transfer the service territory for 26 lots of land in Dakota County; 13 to Xcel Energy from Dakota Electric Association and 13 to Dakota Electric Association from Xcel Energy.

COMPENSATION AND ORDERLY TRANSFER AGREEMENT
between
NORTHERN STATES POWER COMPANY
a Minnesota corporation
and
DAKOTA ELECTRIC ASSOCIATION

This Agreement entered into this 10th day of September, 2021, (the “Agreement”) between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and DAKOTA ELECTRIC ASSOCIATION with its principal office located at 4300 220th Street West, Farmington, Minnesota (collectively, the “Parties”).

RECITALS

A. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“Xcel Energy”) is a “public utility” under Minn. Stat. § 216B.02, subdivision 4.

B. Dakota Electric Association (the “Cooperative”) owns and operates an electric distribution system as a cooperative association formed pursuant to the provisions of Minnesota Statutes Chapter 308A.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the “Commission”) and Minn. Stat. § 216B.39 and 216B.40, Xcel Energy and the Cooperative have exclusive rights to provide electric service to customers within their respective service territories.

D. The parties wish to transfer 9 lots which are part of the Cedar Crossings 3rd Addition in Lakeville, Minnesota to Xcel Energy as they are currently located in Dakota Electric Association territory.

E. The Parties have come to a mutual agreement that will allow Xcel Energy to provide electric service to the Territory Transfer Area.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. Scope of Agreement. The scope of this Agreement is limited to nine lots located in the Cedar Crossings 3rd Addition located in Lakeville, Minnesota that are currently in Dakota Electric Association service territory that will now be transferred to Xcel Energy.

Territory Transfer Area to Xcel Energy from the Cooperative:

1. Lots 5 and 6 of block 3 in the Cedar Crossings 3rd Addition located in Lakeville, Minnesota.

Legal Description: Located in Section 28 Township 114 Range 20 of Dakota County. **(See Attachment 1)**

2. Lots 3, 4, 7, 8, 9, 10 and 11 of block 4 in the Cedar Crossings 3rd Addition located in Lakeville, MN.

Legal Description: Located in Section 28 Township 114 Range 20 of Dakota County. **(See Attachment 1)**

2. Existing customers. The Parties acknowledge that there are currently no existing customers of the Cooperatives that are located within the Territory Transfer Area.
3. Compensation. Xcel Energy will pay to the Cooperative the net book value (original cost depreciated) of the service facilities in place within the Territory Transfer Area and any integration costs or re-feed costs that may be necessary as compensation, when applicable. At this time the Parties agree that no compensation is owed to the Cooperative by Xcel Energy for this transfer of service territory.
4. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of either party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.

6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to approve the transfer of service rights for the Territory Transfer Area, along with this Agreement. Upon reviewing a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by any duly authorized representatives. Upon the signature of the Joint Petition by the duly authorized representatives of the Parties, Xcel Energy will file the Joint Petition to the Commission along with this Agreement.

If the Commission, the Department of Commerce, or any interested person raises any question or challenges any provision of the boundary adjustment, this Agreement, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonably necessary to respond to said questions and to assure the transfer of service territory. If for any reason the Commission refuses to recognize the transfer of service territory described in the Agreement, the Territory Transfer Area shall remain in Xcel Energy's assigned service territory.

7. Miscellaneous.
 - (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the Territory Transfer area. 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.
 - (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) Severability. 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) Release. The Parties do hereby each unconditionally release and waive any and all claims, known or unknown, which they may now have or have in the future arising from any action or omission of the Parties or any fact or circumstance first occurring prior to the date hereof, whether or not continuing in nature, which relate to or arise from the right of either Party to provide electric service to the Territory Transfer Area, including any particular person, area, facility, or site by reason of the electric service territory laws of the State of Minnesota. Provided, however, the foregoing sentence does not waive or release any claim that either Party may have for any breach of any covenants or any misrepresentations contained in this Agreement.
- (f) 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.
- (g) Responsibility. Each Party will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
- (h) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

- (i) 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.
- (j) 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.
- (k) Counterparts and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

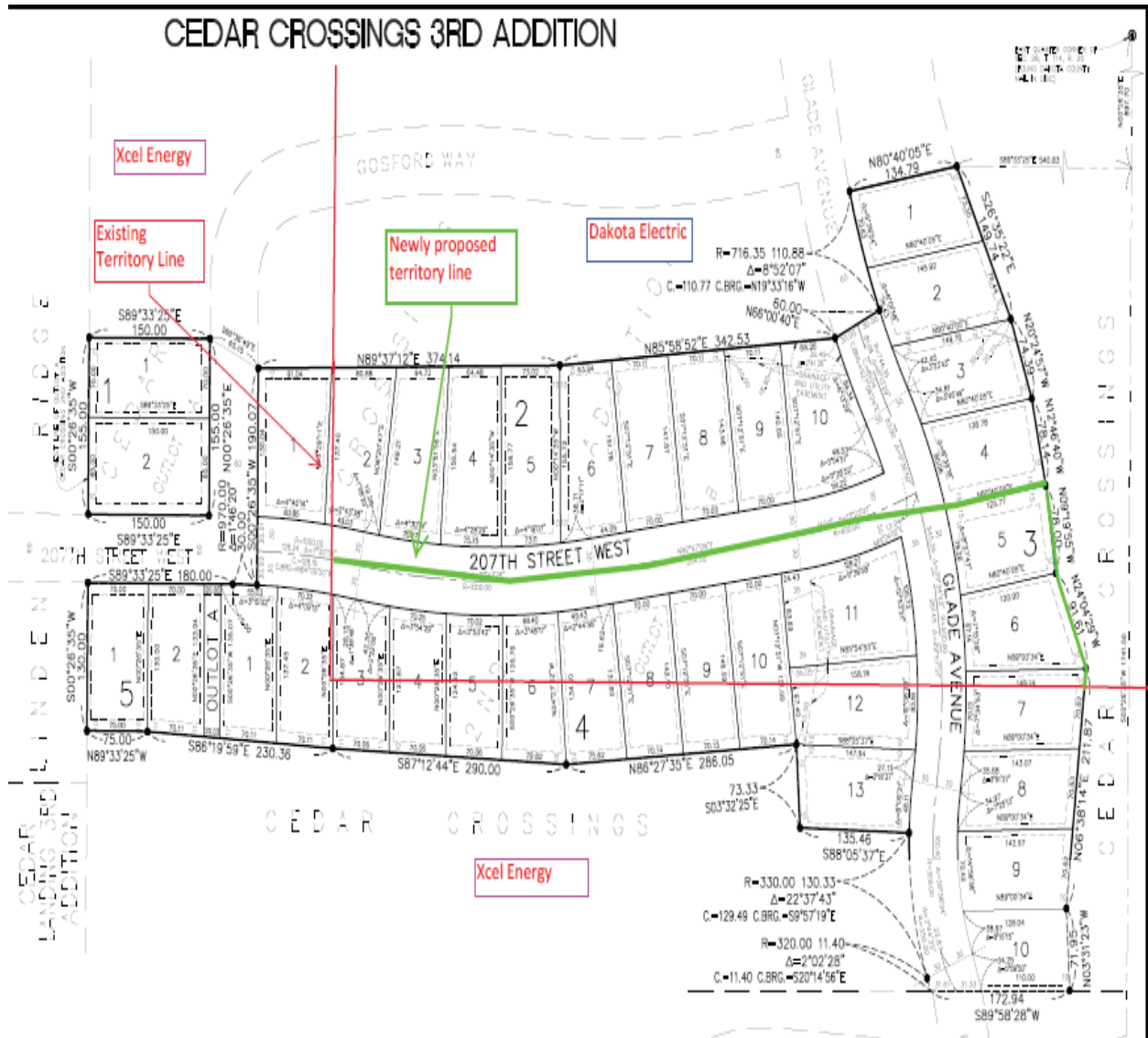
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed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

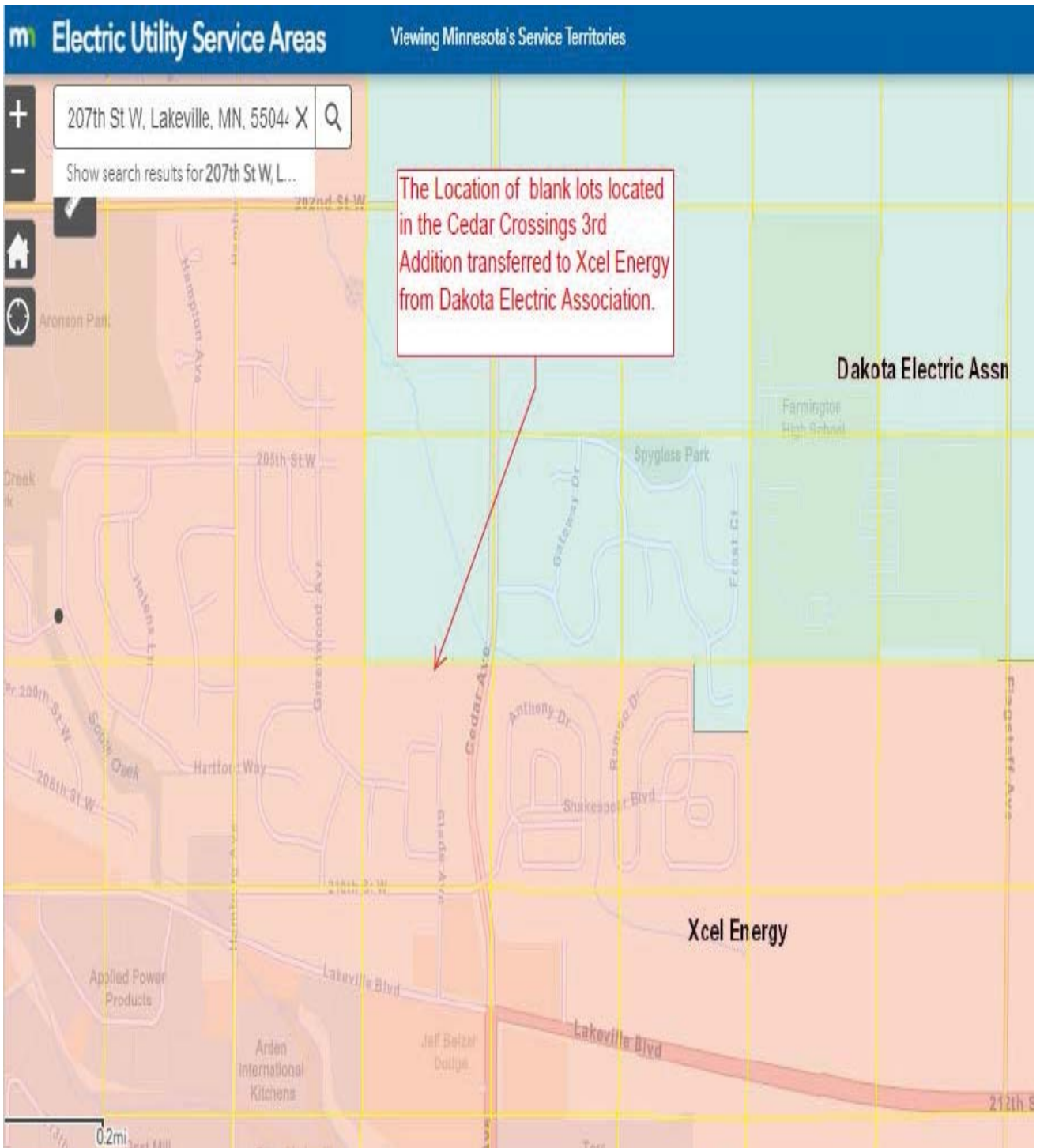
Northern States Power Company, A Minnesota corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs By: Greg Chamberlain <small>Digitally signed by Greg Chamberlain Date: 2021.09.10 09:04:30 -05'00'</small> Date: _____	Betty Jo Kiesow Vice President of Engineering By: _____ Date: _____

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 expressed hereby.

Northern States Power Company, A Minnesota corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs	Betty Jo Kiesow Vice President of Engineering
By: _____	By: <u>Betty Jo Kiesow</u>
Date: _____	Date: <u>08/31/2021</u>

Attachment 1





COMPENSATION AND ORDERLY TRANSFER AGREEMENT
between
NORTHERN STATES POWER COMPANY
a Minnesota corporation
and
DAKOTA ELECTRIC ASSOCIATION

This Agreement entered into this 10th day of September, 2021, (the “Agreement”) between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and DAKOTA ELECTRIC ASSOCIATION with its principal office located at 4300 220th Street West, Farmington, Minnesota (collectively, the “Parties”).

RECITALS

A. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“Xcel Energy”) is a “public utility” under Minn. Stat. § 216B.02, subdivision 4.

B. Dakota Electric Association (the “Cooperative”) owns and operates an electric distribution system as a cooperative association formed pursuant to the provisions of Minnesota Statutes Chapter 308A.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the “Commission”) and Minn. Stat. § 216B.39 and 216B.40, Xcel Energy and the Cooperative have exclusive rights to provide electric service to customers within their respective service territories.

D. The parties wish to transfer 4 lots which are part of the Doolin Heights Addition in Rosemount, Minnesota to the Cooperative from Xcel Energy and 4 lots which are part of the Doolin Heights Addition in Rosemount, Minnesota to Xcel Energy from the Cooperative.

E. The Parties have come to a mutual agreement that will allow the Cooperative to provide electric service to (4) lots as they are currently in Xcel Energy service territory and also allow Xcel Energy to provide electric service to (4) lots as they are currently in the Cooperatives service territory, both areas are with in the Territory Transfer Area.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. Scope of Agreement. The scope of this Agreement is limited to (4) lots located in the Doolin Heights Addition that are currently in Xcel Energy's service territory that will now be transferred to the Cooperative and (4) lots located in the Doolin Heights Addition that are currently in the Cooperatives service territory that will now be transferred to Xcel Energy.

Territory Transfer Area to the Cooperative from Xcel Energy:

1. Lot 11, 12, 13 and 14 of block 1 in the Doolin Heights Addition located in Rosemount, Minnesota.

Legal Description: Located in Section 21 Township 115 Range 19 of Dakota County. **(See Attachment 1)**

Territory Transfer Area to Xcel Energy from the Cooperative:

1. Lot 4, 5, 6 and 7 of block 2 in the Doolin Heights Addition located in Rosemount, Minnesota.

Legal Description: Located in Section 21 Township 115 Range 19 of Dakota County. **(See Attachment 1)**

2. Existing customers. The Parties acknowledge that there are currently no existing customers located within the Territory Transfer Area.
3. Compensation. At this time the Parties agree that no compensation is owed to Xcel Energy by the Cooperative or owed to the Cooperative by Xcel Energy for the transfer of service territories.
4. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of either party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.

6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to approve the transfer of service rights for the Territory Transfer Area, along with this Agreement. Upon reviewing a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by any duly authorized representatives. Upon the signature of the Joint Petition by the duly authorized representatives of the Parties, Xcel Energy will file the Joint Petition to the Commission along with this Agreement.

If the Commission, the Department of Commerce, or any interested person raises any question or challenges any provision of the boundary adjustment, this Agreement, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonably necessary to respond to said questions and to assure the transfer of service territory. If for any reason the Commission refuses to recognize the transfer of service territory described in the Agreement, the Territory Transfer Area shall remain in Xcel Energy's and the Cooperative assigned service territory.

7. Miscellaneous.

- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the Territory Transfer area. 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.
- (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) Severability. 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) Release. The Parties do hereby each unconditionally release and waive any and all claims, known or unknown, which they may now have or have in the future arising from any action or omission of the Parties or any fact or circumstance first occurring prior to the date hereof, whether or not continuing in nature, which relate to or arise from the right of either Party to provide electric service to the Territory Transfer Area, including any particular person, area, facility, or site by reason of the electric service territory laws of the State of Minnesota. Provided, however, the foregoing sentence does not waive or release any claim that either Party may have for any breach of any covenants or any misrepresentations contained in this Agreement.
- (f) 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.
- (g) Responsibility. Each Party will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
- (h) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

- (i) 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.
- (j) 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.
- (k) Counterparts and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

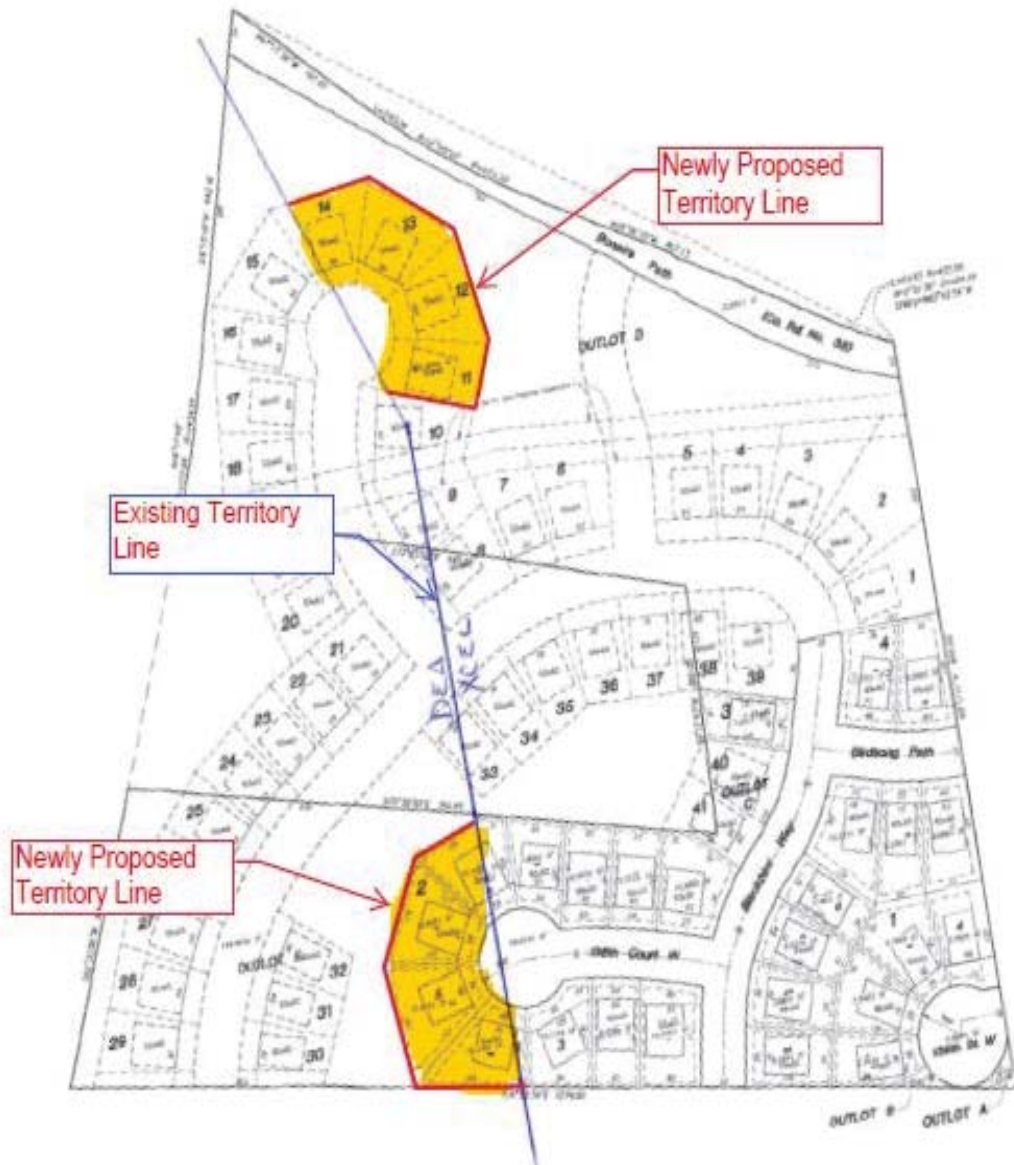
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed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

Northern States Power Company, A Minnesota Corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs By: Greg Chamberlain <small>Digitally signed by Greg Chamberlain Date: 2021.09.10 09:05:47 -05'00'</small>	Betty Jo Kiesow Vice President of Engineering By: _____ Date: _____

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 expressed hereby.

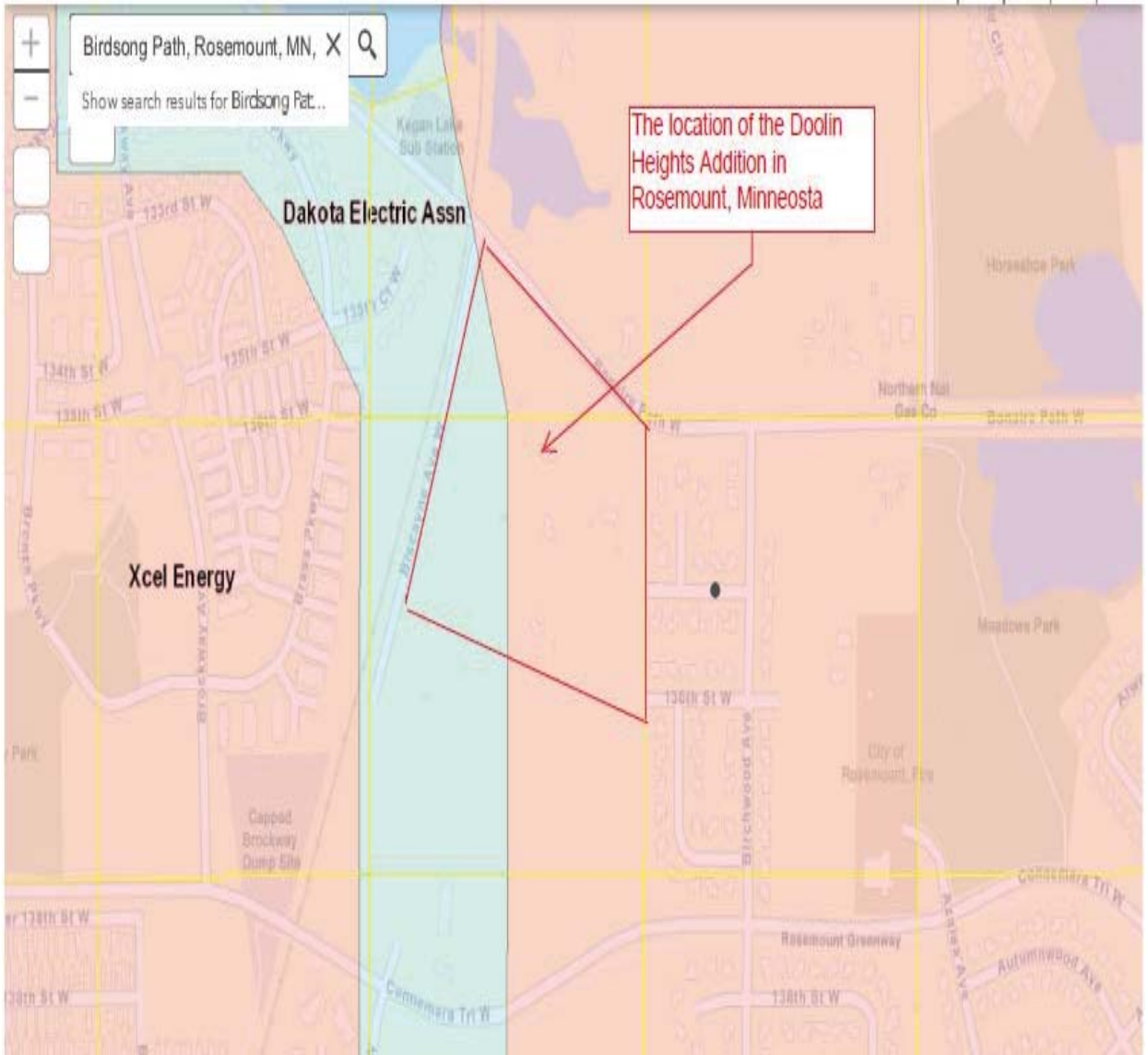
Northern States Power Company, A Minnesota Corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs	Betty Jo Kiesow Vice President of Engineering
By: _____	By: <u>Betty Jo Kiesow</u>
Date: _____	Date: <u>08/31/2021</u>

Attachment 1



Electric Utility Service Areas

Viewing Minnesota's Service Territories



COMPENSATION AND ORDERLY TRANSFER AGREEMENT
between
NORTHERN STATES POWER COMPANY
a Minnesota corporation
and
DAKOTA ELECTRIC ASSOCIATION

This Agreement entered into this 10th day of September, 2021, (the “Agreement”) between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and DAKOTA ELECTRIC ASSOCIATION with its principal office located at 4300 220th Street West, Farmington, Minnesota (collectively, the “Parties”).

RECITALS

A. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“Xcel Energy”) is a “public utility” under Minn. Stat. § 216B.02, subdivision 4.

B. Dakota Electric Association (the “Cooperative”) owns and operates an electric distribution system as a cooperative association formed pursuant to the provisions of Minnesota Statutes Chapter 308A.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the “Commission”) and Minn. Stat. § 216B.39 and 216B.40, Xcel Energy and the Cooperative have exclusive rights to provide electric service to customers within their respective service territories.

D. The parties wish to transfer 9 lots which are part of the Scenic Hills 1st Addition in Inver Grove Heights, Minnesota to the Cooperative as they are currently located in Xcel Energy’s service territory.

E. The Parties have come to a mutual agreement that will allow the Cooperative to provide electric service to the Territory Transfer Area.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. Scope of Agreement. The scope of this Agreement is limited to nine lots located in the Scenic Hills 1st Addition located in Inver Grove Heights, Minnesota that

are currently in Xcel Energy's service territory that will now be transferred to the Cooperative.

Territory Transfer Area to the Cooperative from the Xcel Energy:

1. Lot 9 and 10 of block 6 in the Scenic Hills 1st Addition located in Inver Grove Heights, Minnesota.

Legal Description: Located in Section 8 Township 27 Range 22 of Dakota County. **(See Attachment 1)**

2. Lot 1, 2, 3, and 4 of block 7 in the Scenic Hills 1st Addition located in Inver Grove Heights, MN.

Legal Description: Located in Section 8 Township 27 Range 22 of Dakota County. **(See Attachment 1)**

3. Lot 1, 2, 3 of block 8 in the Scenic Hills 1st Addition located in Inver Grove Heights, MN.

Legal Description: Located in Section 8 Township 27 Range 22 of Dakota County. **(See Attachment 1)**

2. Existing customers. The Parties acknowledge that there are currently no other existing customers of Xcel Energy's are located within the Territory Transfer Area.
3. Compensation. At this time the Parties agree that no compensation is owed to Xcel Energy by the Cooperative or owed to the Cooperative by Xcel Energy for the transfer of service territories.
4. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of either party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.

6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to approve the transfer of service rights for the Territory Transfer Area, along with this Agreement. Upon reviewing a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by any duly authorized representatives. Upon the signature of the Joint Petition by the duly authorized representatives of the Parties, Xcel Energy will file the Joint Petition to the Commission along with this Agreement.

If the Commission, the Department of Commerce, or any interested person raises any question or challenges any provision of the boundary adjustment, this Agreement, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonably necessary to respond to said questions and to assure the transfer of service territory. If for any reason the Commission refuses to recognize the transfer of service territory described in the Agreement, the Territory Transfer Area shall remain in Xcel Energy's assigned service territory.

7. Miscellaneous.

- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the Territory Transfer area. 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.
- (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) Severability. 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) Release. The Parties do hereby each unconditionally release and waive any and all claims, known or unknown, which they may now have or have in the future arising from any action or omission of the Parties or any fact or circumstance first occurring prior to the date hereof, whether or not continuing in nature, which relate to or arise from the right of either Party to provide electric service to the Territory Transfer Area, including any particular person, area, facility, or site by reason of the electric service territory laws of the State of Minnesota. Provided, however, the foregoing sentence does not waive or release any claim that either Party may have for any breach of any covenants or any misrepresentations contained in this Agreement.
- (f) 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.
- (g) Responsibility. Each Party will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
- (h) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

- (i) 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.
- (j) 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.
- (k) Counterparts and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

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 expressed hereby.

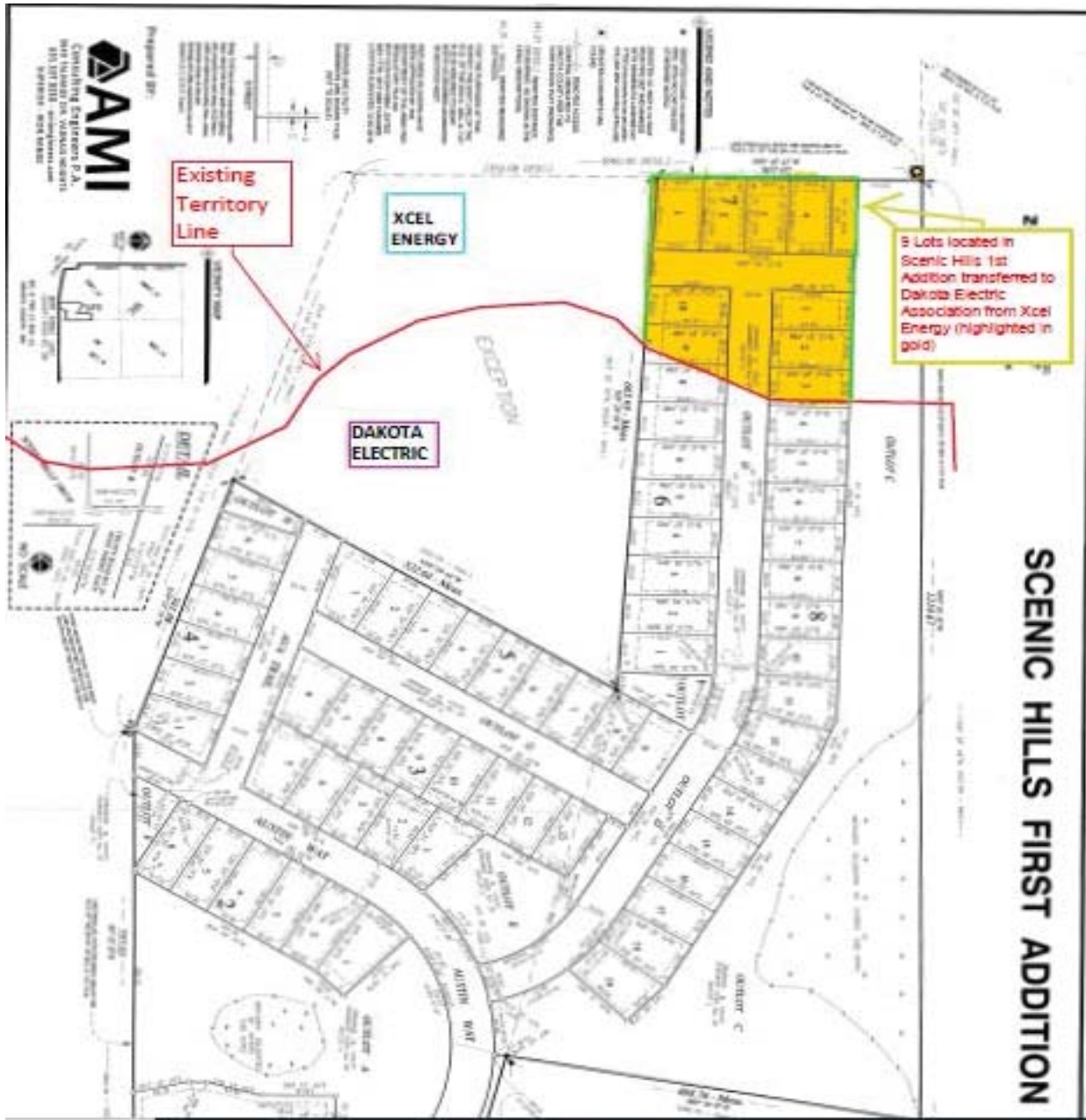
Northern States Power Company, A Minnesota corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs By: Greg Chamberlain <small>Digitally signed by Greg Chamberlain Date: 2021.09.10 09:07:26 -05'00'</small>	Betty Jo Kiesow Vice President of Engineering By: _____ Date: _____

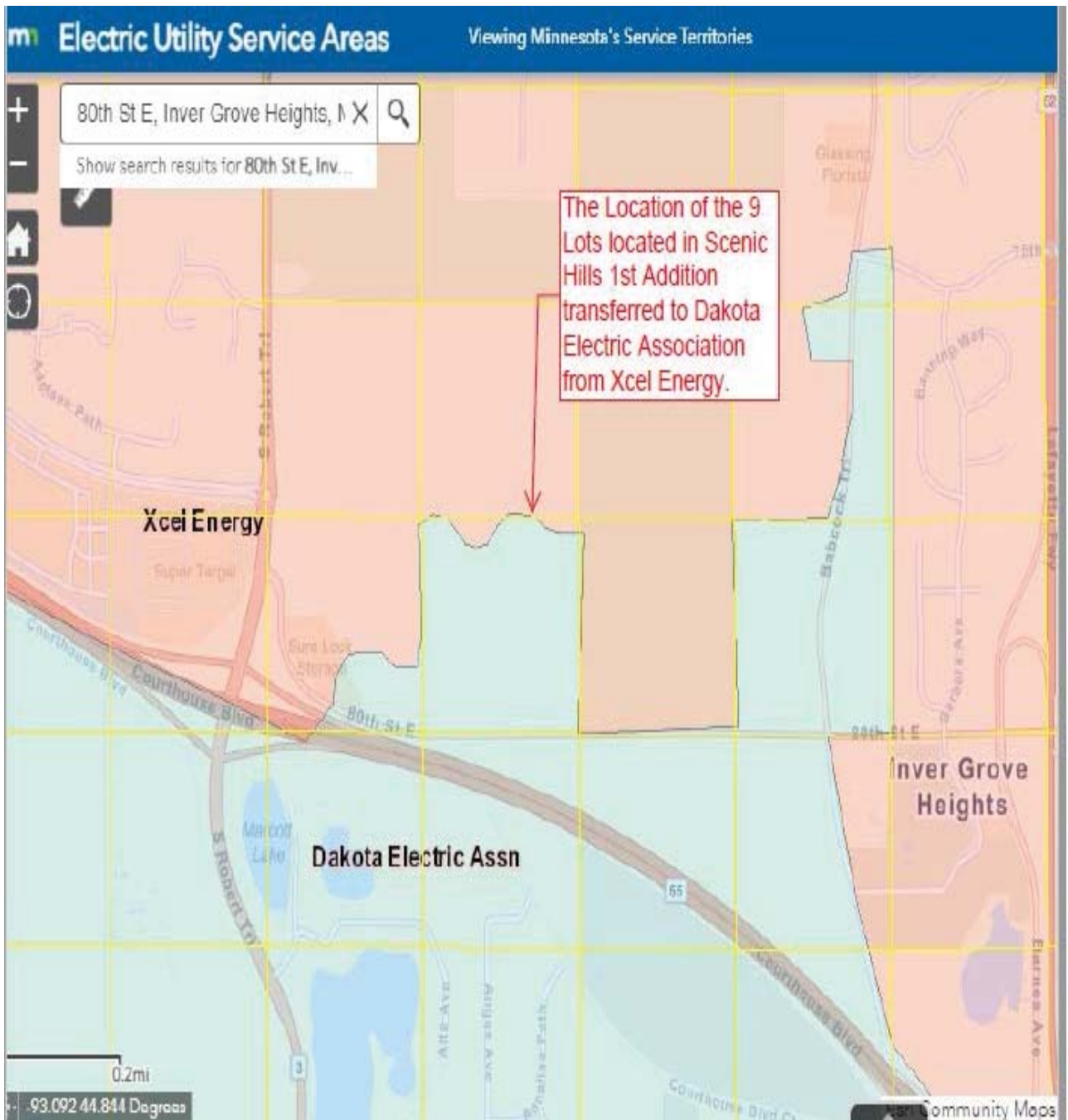
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably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

Northern States Power Company, A Minnesota corporation	Dakota Electric Association
Greg Chamberlain Regional Vice President, Regulatory & Government Affairs	Betty Jo Kiesow Vice President of Engineering
By: _____	By: <u>Betty Jo Kiesow</u>
Date: _____	Date: <u>08/31/2021</u>

Attachment 1







414 Nicollet Mall
Minneapolis, Minnesota 55401

XXXXX XX, 2022

Customer Name
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN
XCEL ENERGY AND DAKOTA ELECTRIC ASSOCIATION
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,111/SA-22-_____

Dear Customer Name:

This letter is to notify you of a proceeding before the Minnesota Public Utilities Commission (MPUC) related to a Compensation and Orderly Transfer Agreement between Dakota Electric Association and Xcel Energy.

Your lots are located within Dakota Electric Association's assigned electric service territory. To allow Xcel Energy to provide electric service to your lots, we have filed a Compensation and Orderly Transfer Agreement with the MPUC.

This letter is intended to notify you of the filing with the MPUC. If you have concerns or would like to address the MPUC on this matter, you may contact them in writing at 121 Seventh Place East, Suite 350, St. Paul, Minnesota 55101. You should reference the docket number provided above in any correspondence. The MPUC will accept comments on this proceeding until _____.

If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Craig Knudsen with Dakota Electric Association at (651) 463-6212.

Sincerely,

David W. Olson II
Manager Service Policy
Xcel Energy

Xxxxxx xx, 2022

Customer Name
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN
XCEL ENERGY AND DAKOTA ELECTRIC ASSOCIATION
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,111/SA-22-_____

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If you have any questions, please call Craig Knudsen with Dakota Electric Association at (651) 463-6212 or David W. Olson II with Xcel Energy at (612) 337-2207.

Sincerely,

Craig E. Knudsen
Land Use Manager
Dakota Electric Association

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF THREE SERVICE TERRITORY
COMPENSATION AND ORDERLY TRANSFER
AGREEMENTS BETWEEN NORTHERN STATES
POWER COMPANY AND DAKOTA ELECTRIC
ASSOCIATION

Docket No. E002,111/SA-22-____

PROPOSED HEARING NOTICE

NOTICE OF COMMISSION MEETING

The Minnesota Public Utilities Commission will consider a Petition for Approval of three Service Territory Compensation and Orderly Transfer Agreements between Northern States Power Company, doing business as Xcel Energy, and Dakota Electric Association (the Cooperative) at a meeting on (Day and Date) beginning at (Time and Location). This meeting will be open to the public.

Pursuant to Minn. Stat. §216B.39, subd. 3, notice is hereby given to Xcel Energy and the Cooperative, governing bodies, and other persons.

Persons who have submitted comments may be permitted to address the Commission. Questions regarding this matter may be directed to (Commission Staff) at (Telephone Number).

CERTIFICATE OF SERVICE

I, Lynnette Sweet, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

XCEL ENERGY'S MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 13th day of January 2022

/s/

Lynnette Sweet
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.com	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St, Louis, MO 63119-2044	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Riley	Conlin	riley.conlin@stoel.com	Stoel Rives LLP	33 S. 6th Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Brooke	Cooper	bcooper@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	2720 E. 22nd St Institute for Local Self- Reliance Minneapolis, MN 55406	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Adam	Heinen	aheinen@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	lu23@ibew23.org	Local Union 23, I.B.E.W.	445 Etna Street Ste. 61 St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2950 Yellowtail Ave. Marathon, FL 33050	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sarah	Johnson Phillips	sarah.phillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kavita	Maini	kmains@wi.rr.com	KM Energy Consulting, LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Stacy	Miller	stacy.miller@minneapolismn.gov	City of Minneapolis	350 S. 5th Street Room M 301 Minneapolis, MN 55415	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
David	Niles	david.niles@avantenergy.com	Minnesota Municipal Power Agency	220 South Sixth Street Suite 1300 Minneapolis, Minnesota 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Carol A.	Overland	overland@legalectric.org	Legalelectric - Overland Law Office	1110 West Avenue Red Wing, MN 55066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206 St. Paul, MN 551011667	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350 Saint Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.	76 W Kellogg Blvd St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Byron E.	Starns	byron.starns@stinson.com	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
James M	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Lynnette	Sweet	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Thomas	Tynes	jjazynka@energyfreedomcoalition.com	Energy Freedom Coalition of America	101 Constitution Ave NW Ste 525 East Washington, DC 20001	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Lisa	Veith	lisa.veith@ci.stpaul.mn.us	City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine	225 South Sixth Street, Suite 3500 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Patrick	Zomer	Pat.Zomer@lawmoss.com	Moss & Barnett a Professional Association	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric