



414 Nicollet Mall  
Minneapolis, MN 55401

**PUBLIC DOCUMENT**  
**NOT-PUBLIC DATA HAS BEEN EXCISED**

May 10, 2024

—Via Electronic Filing—

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

RE: PETITION  
COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN  
NORTHERN STATES POWER COMPANY AND JANESVILLE MUNICIPAL UTILITIES  
DOCKET NO. E002,254/SA-24-\_\_\_\_

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, and Janesville Municipal Utilities (the “Parties”) submit to the Minnesota Public Utilities Commission the enclosed Petition seeking approval of a Compensation and Orderly Transfer Agreement between the two parties.

The checklist below identifies where the content items can be found in this filing.<sup>1</sup>

Checklist	Location
Joint letter explaining the change	This letter and Petition
Contact Information for both utilities	This letter at pages 2-3 and Petition at pages 3 and 4
Legal description of the property in question	Schedule A at page 2
Explanation of why agreement is consistent with Minn. Stat. § 216B.40	Petition at page 3
Permanent boundary change or service by exception	Permanent, see Petition at page 3

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<sup>1</sup> On November 7, 2014, the Minnesota Public Utilities Commission issued a checklist for content of agreed upon service area extension agreements in Docket No. E999/CI-12-957. The Commission checklist is available at [http://mn.gov/puc/documents/pdf\\_files/014449.pdf](http://mn.gov/puc/documents/pdf_files/014449.pdf).

<b>Checklist</b>	<b>Location</b>
Compensation and Orderly Transfer Agreement	Schedule A
Digital or paper map	Schedule A at pages 6-7

### **Customer Notice**

There are no existing customers currently being served by Xcel Energy within the Transfer Area. Notice will be provided to the landowner within five business days of being submitted on eDockets. The notification letter is attached as Schedule B to this filing.

### **Utility Employee Responsible for Filing**

Bridget Dockter  
Manager, Policy & Outreach  
Xcel Energy Services Inc.  
414 Nicollet Mall, 401 – 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 337-2096

Andrea Moen  
Utility General Manager  
Janesville Municipal Utilities  
101 N. Mott Street, PO Box O  
Janesville, MN 56048  
(507) 234-5110

### **Electronic Service**

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

### **For Janesville Municipal Utilities**

Andrea Moen  
Utility General Manager  
Janesville Municipal Utilities  
101 N. Mott Street, PO Box O  
Janesville, MN 56048  
(507) 234-5110  
[andream@janesvillemn.gov](mailto:andream@janesvillemn.gov)

**For Xcel Energy**

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401 - 8th Floor  
Minneapolis, MN 55401  
[lauren.steinhaeuser@xcelenergy.com](mailto:lauren.steinhaeuser@xcelenergy.com)

Christine Schwartz  
Regulatory Administrator  
Xcel Energy  
414 Nicollet Mall, 401 - 7th Floor  
Minneapolis, MN 55401  
[regulatory.records@xcelenergy.com](mailto:regulatory.records@xcelenergy.com)

**GIS data**

David Olson of Xcel Energy will work with MNGeo and Minnesota Public Utilities 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 Xcel Energy's miscellaneous electric service list.

Please contact me at [bridget.dockter@xcelenergy.com](mailto:bridget.dockter@xcelenergy.com) or (612) 337-2096 or Lynnette Sweet at [Lynnette.m.sweet@xcelenergy.com](mailto:Lynnette.m.sweet@xcelenergy.com) or (612) 321-3159 if you have any questions regarding this filing.

Sincerely,

/s/

BRIDGET DOCKTER  
MANAGER, POLICY & OUTREACH  
XCEL ENERGY

/s/

ANDREA MOEN  
UTILITY GENERAL MANAGER  
JANESVILLE MUNICIPAL UTILITIES

Enclosures

cc: Service List (Summary)

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben  
Hwikwon Ham  
Valerie Means  
Joseph K. Sullivan  
John A. Tuma

Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner

IN THE MATTER OF THE PETITION FOR  
APPROVAL OF A COMPENSATION AND  
ORDERLY TRANSFER AGREEMENT  
BETWEEN NORTHERN STATES POWER  
COMPANY AND JANESVILLE MUNICIPAL  
UTILITIES

DOCKET No. E002,254/SA24-\_\_\_\_

**PETITION**

**INTRODUCTION**

Pursuant to Minn. Stat. § 216B.39 and 216B.44 and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and Janesville Municipal Utilities (the Municipal) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of a Compensation and Orderly Transfer Agreement (the Agreements) between Xcel Energy and the Municipal.

**I. SUMMARY**

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.

**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 C.

#### **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

Janesville Municipal Utilities  
101 N. Mott Street, PO Box O  
Janesville, MN 56048  
(507) 234-5110

##### **B. Name, Address, and Telephone Number of Utility Attorneys**

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy Services Inc.  
414 Nicollet Mall, 401 - 8<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 216-8274  
[lauren.steinhaeuser@xcelenergy.com](mailto:lauren.steinhaeuser@xcelenergy.com)

Richard A. Heinemann  
Attorney  
Boardman & Clark LLP  
1 S Pinckney St. Suite 410, PO Box 927  
Madison, WI 53701-0927  
[rheinemann@boardmanclark.com](mailto:rheinemann@boardmanclark.com)

##### **C. Date of Filing**

The date of this filing is May 10, 2024.

##### **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, absent written consent.

Minn. Stat. § 216B.37-216B.47 provide the terms and conditions under which a city may extend retail electric service throughout the corporate limits of the city and authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement. Thus, two parties may agree to modify the boundary between their service territories by requesting Commission approval after notice and hearing under Minn. Stat. § 216B.39, or service by exception is consented to under Minn. Stat. § 216B.40.

These agreements are consistent with Minn. Stat. § 216B.39 because they avoid the unnecessary duplication of facilities, provide adequate electric service to all areas and customers affected, and promote the efficient and economical use and development of the electric systems of the contracting electric utilities. The City Council passed an ordinance to transfer a portion of Xcel Energy's service territory within the Municipal corporate boundaries pursuant to Minn. Stat. § 216B.44. The agreement includes permanent boundary changes for 12 residential lots from Xcel Energy to Janesville Municipal Utilities.

#### **E. Utility Employee Responsible for Filing**

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

Andrea Moen  
Utility General Manager  
Janesville Municipal Utilities  
101 N. Mott Street, PO Box O  
Janesville, MN 56048  
(507) 234-5110

#### **V. MISCELLANEOUS INFORMATION**

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

**For Janesville Municipal Utilities**

Richard A. Heinemann  
Attorney  
Boardman & Clark LLP  
1 S Pinckney St. Suite 410, PO Box 927  
Madison, WI 53701-0927  
[rheinemann@boardmanclark.com](mailto:rheinemann@boardmanclark.com)

Andrea Moen  
Utility General Manager  
Janesville Municipal Utilities  
101 N. Mott Street, PO Box O  
Janesville, MN 56048  
[andream@janesvillemn.gov](mailto:andream@janesvillemn.gov)

**For Xcel Energy**

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401 - 8<sup>th</sup> Floor  
Minneapolis, MN 55401  
[lauren.steinhaeuser@xcelenergy.com](mailto:lauren.steinhaeuser@xcelenergy.com)

Christine Schwartz  
Regulatory Administrator  
Xcel Energy  
414 Nicollet Mall, 401 - 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
[regulatory.records@xcelenergy.com](mailto: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 the Municipal to Andrea Moen at the 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 the permanent boundary change and to update the Commission records as provided in the Compensation and Orderly Transfer Agreement between Xcel Energy and Janesville Municipal Utilities.

**Affected Customers and Existing Facilities**

In the agreement provided as Schedule A, there are no existing customers being served by Xcel Energy in the transfer area. The Municipal will pay Xcel Energy for loss-of-revenues for the transfer area.

We have provided, as Schedule B to this Petition, a copy of the letter that will be sent to the landowner providing information related to this proceeding.

**B. Attached Documents**

- Schedule A: Compensation and Orderly Transfer Agreement (12 residential lots)
- Schedule B: Letter to landowner
- Schedule C: Proposed Hearing Notice

**CONCLUSION**

For the reasons contained herein, we respectfully request the Commission approve the service territory adjustments in the Agreement between Xcel Energy and the Municipal.

Dated: May 10, 2024

Northern States Power Company



STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR  
APPROVAL OF A COMPENSATION AND  
ORDERLY TRANSFER AGREEMENT  
BETWEEN NORTHERN STATES POWER  
COMPANY AND JANESVILLE MUNICIPAL  
UTILITIES

DOCKET NO. E002,254/SA24-\_\_\_\_

**PETITION**

**SUMMARY OF FILING**

Please take notice that on May xx, 2024, Northern States Power Company, doing business as Xcel Energy, and the Janesville Municipal Utilities filed with the Minnesota Public Utilities Commission a joint petition for approval of a Compensation and Orderly Transfer Agreements between Xcel Energy and the Municipal. The Agreement permanently transfers 12 residential lots of service territory to Janesville Municipal Utilities from Xcel Energy in Waseca County.

**COMPENSATION AND ORDERLY TRANSFER AGREEMENT**  
**between**  
**NORTHERN STATES POWER COMPANY**  
**a Minnesota corporation**  
**and the**  
**JANESVILLE MUNICIPAL UTILITIES**

This agreement entered into this 27 day of March, 2024, (the "Agreement") between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and JANESVILLE MUNICIPAL UTILITIES with its principal office located at 101 N. Mott Street., P.O. Box O, Janesville, Minnesota 56048 (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. Xcel Energy provides electric service to customers located within its assigned electric service area.

B. Janesville Municipal Utilities, a utility duly organized and existing under the laws of the State of Minnesota, including, inter alia Minn. Stat. § 412.321, that provides electric service within its assigned electric service area (the "Municipal").

C. The laws of the State of Minnesota, namely Minn. Stat. § 216B.37 – 216B.47, provide the terms and conditions under which a Municipal utility may extend retail electric service throughout the corporate limits of the City, as well as authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement.

D. Pursuant to Minn. Stat. § 216B.44 the City may acquire the right for its Municipal utility to serve an area within its corporate boundaries through Annexation of an Area of Territory. The City Council passed an ordinance to annex a portion of Xcel Energy's service territory within the City's corporate boundaries (the "Transfer Area") known as Outlot A, Pearson Acres No. 3.

E. The Transfer Area reflected in Attachment A, pages 1 through 2 are located in the assigned electric service area of Xcel Energy, as further described in the map hereto referred to as Attachment A, pages 1 through 2.

F. The parties have negotiated a mutual settlement in which the Municipal shall hold the exclusive right to provide electric service to the Transfer Area, with appropriate compensation to Xcel Energy, and wish to avoid litigation. The Parties desire to set forth the terms and conditions of their agreement herein.

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

1. Scope of Agreement. The parties have agreed to a transfer of the exclusive right to provide electric service to the Transfer Area from Xcel Energy to the Municipal on a date mutually agreed by the Parties.
  - (a) Legal Description for Transfer Area located in Waseca County, Minnesota, 12 residential lots in Pearson Acres No. 3, in Outlot A, of Pearson Acres No. 2 in Janesville, Minnesota, located in block 1, lots 1 through 12 of township 108 range 24 section 28.
2. Existing Customers. The Parties acknowledge that there is no existing customer currently being served by Xcel Energy, that is within the Transfer Area and that would be affected by this Agreement
3. The Transfer Area. The exclusive right and obligation to serve the Transfer Area shall permanently transfer to the Municipal on a date mutually agreed upon in writing between Parties (the Transfer Date) following Commission approval of the Joint Petition referenced in Paragraph 9 below. In consideration, the Municipal agrees to make a one-time payment to Xcel Energy in the amount of [REDACTED] as loss-of-revenues, to permanently serve the Transfer Area. The payment shall be made as provided in Section 5 under Compensation. The parties agree to cooperate fully in notifying any customers affected by this transfer.
4. No Additional Compensation. The Parties agree that Xcel Energy has no electric facilities within the Transfer Area, and that no compensation is owed for the cost of facilities or for integration expenses. All compensation under this Agreement is addressed in Section 3 above.
5. Compensation. The Municipal shall make the payment described in Section 3. Payment is due 30 days following Commission approval. All payments need to be mailed to the Service Policy Manager at Xcel Energy located at 3356 Marshall Street NE, Minneapolis, Minnesota 55418.

6. Late Charges. If the Municipal fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.
7. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
8. 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.
9. 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 modify the assigned service territory to reflect the Transfer Area to the Municipal's assigned service area, along with this Agreement as evidence of the Parties' resolution of compensation. Upon drafting of such Joint Petition, the Municipal shall retain the right to review Joint Petition prior to signature of said document by duly authorized representation. Upon filing of the Agreement, the Parties will cooperate to send a notice to all affected customers informing them of the Agreement, and that it has been filed with the Commission. This notice shall provide customers with the Commission's address and the docket number to facilitate any customer participation in the proceeding.
10. 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 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 representatives 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) Binding Assignment. The Agreement shall inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party shall assign this Agreement, voluntarily, involuntarily or by operation of law, without 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) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission. If the Commission or other state agency with jurisdiction raises any question or challenges any provision of this Agreement, its exhibits, or the due performance thereof, the Parties shall each, at their own



expense, exercise any and all lawful efforts reasonable and necessary to respond to said questions and to assure approval.

- (g) 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.
- (h) 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.
- (i) 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	Janesville Municipal Utilities
Amy Liberkowski Regional Vice President Regulatory and Pricing	Andrea Moen Utility General Manager
By: <u>Amy Liberkowski</u>	By: <u>Andrea Moen</u>
Date: <u>4/23/2024</u>	Date: <u>3-27-24</u>









May xx, 2024

Customer Name  
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN  
NORTHERN STATES POWER COMPANY AND JANESVILLE MUNICIPAL UTILITIES  
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,254/SA-24-\_\_\_\_

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 the Northern States Power Company, doing business as Xcel Energy, and Janesville Municipal Utilities (collectively the “Parties”).

Your lot is in Xcel Energy’s assigned electric service territory. To coordinate electric service and avoid unnecessary duplication of facilities, Xcel Energy has agreed to transfer the service territory to Janesville Municipal Utilities. The Parties have jointly requested that the MPUC update the official service territory maps to allow Janesville Municipal Utilities to permanently provide electric service to your lot.

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 \_\_\_\_.

The Municipal values your business and strives to provide the highest quality service. If you have any questions, please feel free to call me at (507) 234-5110 or David W. Olson II with Xcel Energy at (612) 337-2207.

Sincerely,

/s/

Andrea Moen  
Utility General Manager  
Janesville Municipal Utilities

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR  
APPROVAL OF A COMPENSATION AND  
ORDERLY TRANSFER AGREEMENT  
BETWEEN NORTHERN STATES POWER  
COMPANY AND JANESVILLE MUNICIPAL  
UTILITIES

Docket No. E002,254/SA-24-\_\_\_\_

**PROPOSED HEARING NOTICE**

**NOTICE OF COMMISSION MEETING**

The Minnesota Public Utilities Commission will consider a Joint Petition related to a Compensation and Orderly Transfer Agreement between Northern States Power Company, doing business as Xcel Energy, and Janesville Municipal Utilities 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 Janesville Municipal Utilities, 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).