

# DUNLAP & SEEGER

A PROFESSIONAL ASSOCIATION

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Daniel E. Berndt  
Attorney at Law  
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November 5, 2019

**VIA ELECTRONIC FILING**

Mr. Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, MN 55101

Re: In the Matter of a Petition for Approval of a Service Territory Agreement Between  
MiEnergy Cooperative and the City of St. Charles, Minnesota to Modify Electric Service  
Territory Boundaries

Docket No.: \_\_\_\_\_

Dear Mr. Wolf:

Enclosed for filing please find the Joint Petition submitted by MiEnergy Cooperative and the City of St. Charles, Minnesota seeking approval of a Service Territory Compensation and Orderly Transfer Agreement (“Compensation Agreement”) between the two parties. We have electronically filed this document with the Minnesota Public Utilities Commission. My full contact information, including where to provide electronic service is as follows:

Daniel E. Berndt  
Legal Counsel for MiEnergy  
Dunlap & Seeger  
30 3<sup>rd</sup> Street SE, Suite 400  
Rochester, MN 55904  
507-288-9111  
[deb@dunlaplaw.com](mailto:deb@dunlaplaw.com)

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

Sincerely,

*/s/ Daniel E. Berndt*

Daniel E. Berndt  
Attorney  
MiEnergy Cooperative

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Dan Lipschultz	Vice Chair
Matthew Schuerger	Commissioner
Valerie Means	Commissioner
John Tuma	Commissioner

\*\*\*\*\*

**In the Matter of a Petition for Approval  
Of a Service Territory Agreement  
Between MiEnergy Cooperative and the  
City of St. Charles**

**Docket No. \_\_\_\_\_**

**JOINT PETITION**

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**INTRODUCTION**

Pursuant to Minn. Stat. §§ 216B.40, 216B.44(b) and related statutes and Minnesota Rules, MiEnergy Cooperative (“MiEnergy”) and the City of St. Charles (the “Municipal”) hereby submit to the Minnesota Public Utilities Commission (the “Commission”), a joint petition for approval of the permanent adjustment of service territory boundaries, as reflected in the Service Territory Compensation and Orderly Transfer Agreement between MiEnergy and the Municipal (the “Compensation Agreement”).

We request the territorial exception be acknowledged by the Minnesota Department of Commerce-Division of Energy Resources by written documentation and filed with the service territory information.

## **I. Summary of Filing**

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

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

<b>CHECKLIST</b>	<b>LOCATION</b>
Joint Letter explaining the change	See accompanying cover letter, this Petition, particularly Section VI
Contact Information for both utilities	Petition, Section IV
Legal description of the properties in question	Schedule A, Exhibit A
Explanation of why agreement is consistent with Minn. Stat. § 216B.39	This Petition, particularly Sections IV.D and VI.
Permanent boundary change or service by exception	Permanent boundary change
Settlement Agreement, if applicable	Schedule A
Digital (PDF) or paper map	Schedule A, Exhibit A
GIS data (shapefile with a defined projection)	This information will be e-mailed to Commission staff and MNGeo after documentation is efiled.

## **II. Service on Other Parties**

MiEnergy has served a copy of this Petition on the attached service list on Schedule D.

## **III. Customer Notice and Hearing Notice**

MiEnergy will provide customer notice to the affected customers within 5 days of this filing being submitted on eDockets, as explained in the table below. The notification letter can be found in Schedule B. After the Commission issues its order in this docket, MiEnergy will inform customers of the Commission's determination by letter.

<b>Customer Class</b>	<b>Number of Customers</b>	<b>Date Notice will be Provided</b>
Residential	10	Within 5 days of being submitted on eDockets
Commercial	1	Within 5 days of being submitted on eDockets

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

**IV. General Filing Information**

**A. Name, Address, and Telephone Number of MiEnergy and Municipal:**

City of St. Charles  
 Nick Koverman  
 City Administrator  
 830 Whitewater Avenue  
 St. Charles, MN 55972  
 Phone: 507-932-3020  
 nkoverman@stcharlesmn.org

MiEnergy  
 Brian Krambeer  
 Chief Executive Officer  
 PO Box 626  
 Rushford, MN 55971-0626  
 Phone: 507-864-7783  
 bkrambeer@mienergy.coop

**B. Name, Address and Telephone Number of Utilities' Attorneys:**

Counsel for Municipal:  
 Richard Heinemann  
 rheinemann@boardmanclark.com  
 Boardman & Clark LLP  
 1 South Pinckney St., Suite 400  
 PO Box 927  
 Madison, WI 53701-0927  
 Phone: (608) 259-9521

Counsel for MiEnergy:  
 Daniel E. Berndt  
 deb@dunlaplaw.com  
 Alison M. Kryzer  
 azk@dunlaplaw.com  
 Dunlap & Seeger PA  
 30 3rd Street SE, Suite 400  
 Rochester, MN 55904  
 Phone (507) 288-9111

**C. Date of Filing**

The date of this filing is November 5, 2019.

**D. Controlling Statutes**

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. Stats. §§ 216B.37-216B.47 provides 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.

However, 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.

**V. Miscellaneous Information**

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

Brian Krambeer Chief Executive Officer MiEnergy Cooperative PO Box 626 Rushford, MN 55971-0626 bkrambeer@mienergy.coop	Nick Koverman City Administrator 830 Whitewater Avenue St. Charles, MN 55972 nkoverman@stcharlesmn.org
Daniel E. Berndt Alison M. Kryzer Counsel for MiEnergy Dunlap & Seeger PA 30 3 <sup>rd</sup> St. SE, Suite 400 Rochester, MN 55904 Phone: 507-288-9111 deb@dunlaplaw.com azk@dunlaplaw.com	Richard Heinemann Counsel for Municipal Boardman & Clark LLP 1 South Pinckney St., Suite 400 PO Box 927 Madison, WI 53701-0927 Phone: (608) 259-0927 rheinemann@boardmanclark.com

## **VI. Description and Purpose of Filing**

### **A. Reasons for the Filing**

The purpose of this filing is to request approval of the permanent transfer of service territory in the Compensation Agreement between MiEnergy and the Municipal.

### **B. Background**

By agreement, MiEnergy and the Municipal have negotiated and executed a mutual Compensation and Service Territory Agreement to assign certain portions of MiEnergy's service territory to the Municipal. The Agreement is meant to clean up the prior purchase of the assigned service area of Alliant Energy Corporate Services, Inc. ("Alliant") by MiEnergy through Southern Minnesota Energy Cooperatives (as shown by the portions on Exhibit A in blue). Additionally, the Agreement accounts for the Municipal's expansion of its service area (as shown by the portions on Exhibit A in red).

Minn. Stat. § 216B.39, subd. 3 states that "the commission may on its own or at the request of an electric utility make changes in the boundaries of the assigned service areas, but only after notice and hearing as provided for in sections 216B.17 and 216B.18." Minn. Stat. § 216B.39, subd. 3. In addition, "no electric utility shall render or extend electric service at retail within the assigned service area of another electric utility unless the electric utility consents thereto in writing. . ." Minn. Stat. § 216B.40.

In the present case, the Parties seek to adjust the service territory boundaries to permanently adjust the Transfer Areas to the Municipal's assigned service territory as permitted under the statute. The Parties agreed to the compensation for the transfer of the Transfer Areas, after arms-length negotiations. As a result, on October 29, 2019, MiEnergy and the Municipal entered into a Compensation Agreement.

After Commission approval of the Agreement, the Municipal will pay MiEnergy pursuant to the Compensation terms outlined in the Agreement, and MiEnergy will remove all items not acquired by the Municipal in anticipation of the exchange. Attached as Schedule A, Exhibit A is a map that depicts the boundaries of the Transfer Areas.

### **C. Affected Customers and Existing Facilities**

The Commission's approval of this matter will result in the permanent transfer of service territory for eleven (11) electric customers: ten (10) residential customers and one (1) commercial customer. During the transfer of service, MiEnergy and the Municipal will work together to minimize interruption of service to these customers

and to cooperate in communication with affected customers. MiEnergy will provide formal notice to the customers of this proceeding. A copy of this notice is attached as Schedule B, and a Proposed Hearing Notice is attached as Schedule C.

**D. Attached Documents**

- Schedule A: Compensation and Orderly Transfer Agreement (including Exhibit A)
- Schedule B: Letter to the affected customers
- Schedule C: Proposed Hearing Notice
- Schedule D: Proposed Service List
- Schedule E: Electric Utility Service Area map from MnGEO website

**CONCLUSION**

For the reasons contained herein, we respectfully request the Commission approve the Agreement between MiEnergy and the Municipal.

Dated: November 5, 2019

Respectfully submitted,

/s/ Daniel E. Berndt

Daniel E. Berndt  
Attorney  
Dunlap & Seeger  
30 3<sup>rd</sup> Street SE Suite 400  
Rochester, MN 55904  
507-288-9111  
[deb@dunlaplaw.com](mailto:deb@dunlaplaw.com)

**Attorney for MiEnergy and on  
behalf of the City of St. Charles**

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Dan Lipschultz	Vice Chair
Matthew Schuerger	Commissioner
Valerie Means	Commissioner
John Tuma	Commissioner

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**In the Matter of a Petition for Approval  
Of a Service Territory Agreement  
Between MiEnergy Cooperative and the  
City of St. Charles**

**Docket No.**

**SUMMARY**

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**Summary of Filing**

Please take notice that on November 5, 2019, MiEnergy Cooperative (“MiEnergy”) and City of St. Charles (the “Municipal”) filed with the Minnesota Public Utilities Commission a joint petition for approval of the Service Territory Compensation and Orderly Transfer Agreement (the “Agreement”) between MiEnergy and the Municipal. The Agreement will transfer the service territory for eleven (11) retail electric customers from MiEnergy to the Municipal.



COMPENSATION AND ORDERLY TRANSFER AGREEMENT  
BETWEEN MIENERGY COOPERATIVE  
AND THE  
CITY OF ST. CHARLES, MINNESOTA

This Agreement entered into this 29<sup>th</sup> day of October 2019, (the "Agreement") between MiEnergy Cooperative, a Minnesota cooperative, with its principal office located at 31110 Cooperative Way Rushford, Minnesota 55971 and St. Charles Public Utility on behalf of the City of St. Charles, Minnesota, located at 830 Whitewater Avenue, St. Charles, Minnesota 55972 (collectively, the "Parties").

RECITALS

- A. MiEnergy Cooperative, a Minnesota cooperative ("MiEnergy") is an "electric utility" under Minn. Stat § 216B.38, subd. 5 and provides electric service to customers located within its assigned electric service area.
- B. The St. Charles Public Utility on behalf of the City of St. Charles is a municipal 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 Minnesota Statutes sections 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. By agreement dated July 31, 2015, MiEnergy, through Southern Minnesota Energy Cooperative acquired portions of the assigned service area of Alliant Energy Corporate Services, Inc. ("Alliant"), which was approved by the Minnesota Public Utility Commission in June 2015.
- E. A portion of the purchased service territory from Alliant was located in the assigned service area of MiEnergy, and such area should be transferred to the Municipal. Additionally, the Municipal desires to purchase three separate areas to expand its system. All of the above-described areas are legally described and depicted in the map attached hereto as Exhibit A (the "Transfer Territory").
- F. The Parties wish to avoid litigation and have negotiated a mutual settlement in which the Municipal shall hold the exclusive right to provide electric service to the Transfer Territory, with appropriate compensation to MiEnergy. 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 Territory from MiEnergy to the Municipal on a date mutually agreed by the Parties. The Parties expect the transfer to occur by Fall 2019.

2. Transfer of Existing Facilities and Customers: MiEnergy currently serves eleven (11) customers in the Transfer Territory. During transfer of service, the Parties will work together to minimize interruption of service to these customers and to cooperate in communicating with affected customers.

3. Compensation: The Municipal will pay MiEnergy the following as compensation for the transfer of the exclusive right to provide electric service to the Transfer Territory: (a) a one-time payment in the amount of \$50,000 for the sale of a segment of the distribution line to the Municipal; and (b) actual costs for MiEnergy's reconfiguration of its distribution system, not to exceed \$10,000.00. Unless mutually agreed otherwise by the Parties, any facilities of MiEnergy in the Transfer Territory shall be removed by MiEnergy, at its expense. No other amount is owing for the transfer described in this Agreement.

After Commission approval of this Agreement, MiEnergy shall provide an invoice to the Municipal of all amounts due under this Agreement. The Municipal shall make one (1) lump-sum payment of all amounts due under this Agreement within thirty (30) days of receipt.

4. 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 1/2%) 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.

5. Customer Specific Information: The Parties acknowledge that MiEnergy is subject to a Commission Order prohibiting the disclosure of customer specific information to third parties. Customer specific information includes, but is not limited to, an individual customer's name, usage, payment history, or selection of particular services. Accordingly, customer specific information regarding any prior or current MiEnergy customer located with the Transfer Territory shall not be provided to the Municipal until the Commission's final order approving the Agreement.

6. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.

7. No Precedent. The Parties recognize 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.

8. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, MiEnergy will prepare and file a Joint Petition to the Commission by the Parties to modify the assigned service territory to reflect the Transfer Territory 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 the Joint Petition prior to signature of said document by duly authorized representative. 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.

9. 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 service 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 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 this Agreement.

(b) Binding; Assignment. This 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 the prior written consent of the other.

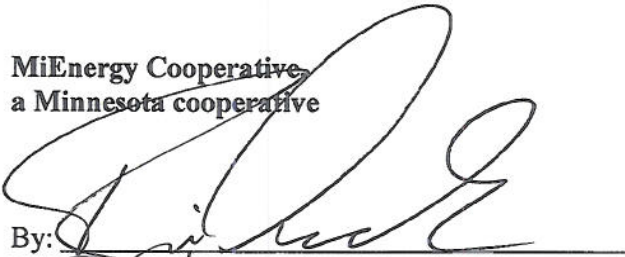
(c) Severance. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and 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) 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 provisions 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 duly appointed representatives 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. This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above 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.

**MiEnergy Cooperative,  
a Minnesota cooperative**

By: 

Its: Rajiv Khandher  
President/CEO

**St. Charles Public Utility,  
On behalf of the City of St. Charles**

By: 

Its: City Administrator





By: 

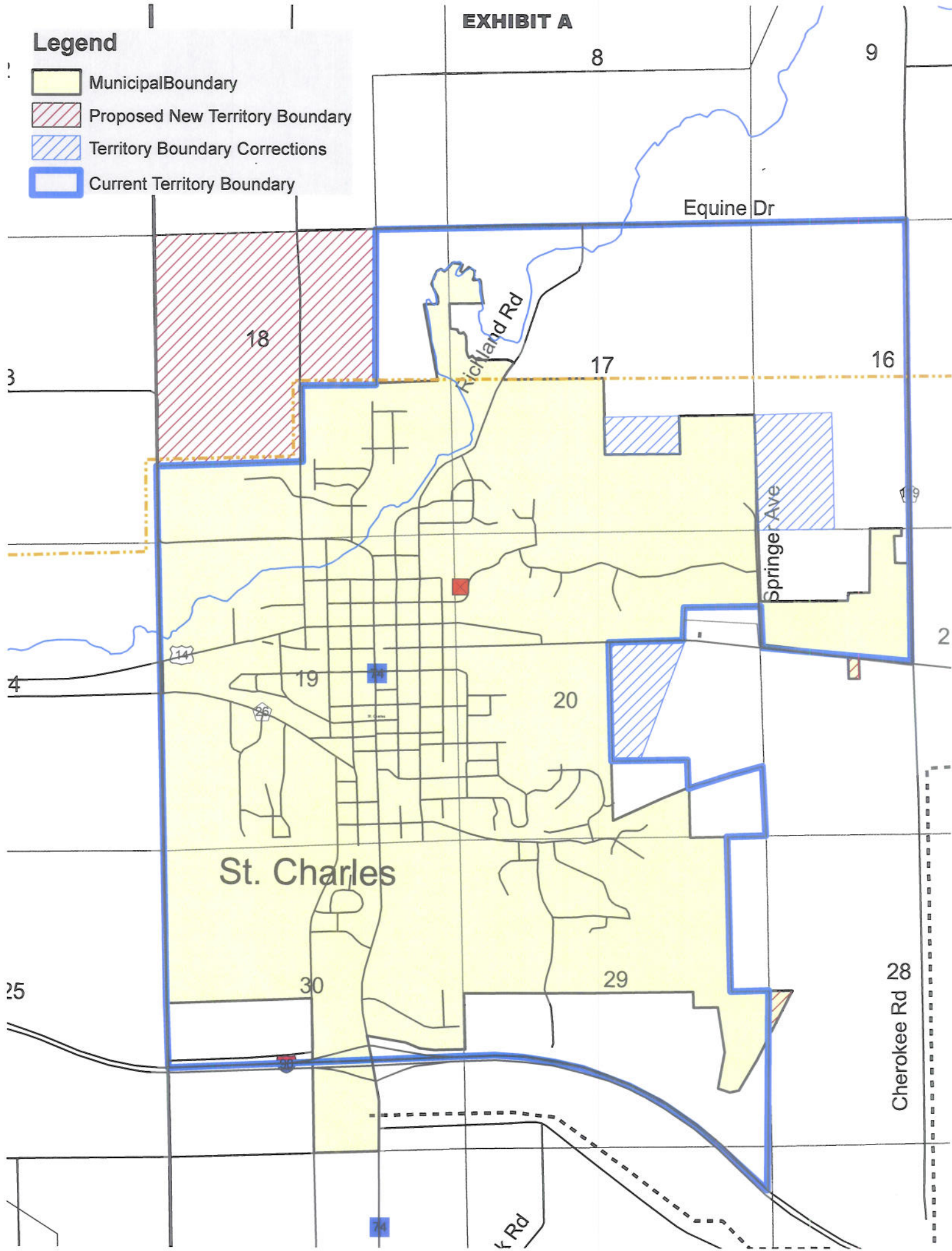
Its: Director of Public Works



# EXHIBIT A

## Legend

-  Municipal Boundary
-  Proposed New Territory Boundary
-  Territory Boundary Corrections
-  Current Territory Boundary



**PARCEL 1**

The South Half of the Northwest Quarter of the Southeast Quarter of Section 17, Township 106 North, Range 10 West, Winona County, Minnesota.

**PARCEL 2**

The South Half of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 16, Township 106 North, Range 10 West, Winona County, Minnesota.

**PARCEL 3**

That part of the Southwest Quarter of the Northeast Quarter and that part of the West Half of the Southeast Quarter of Section 20, Township 106 North, Range 10 West, Winona County, Minnesota described as follows:

Beginning at the southwest corner of said West Half of the Southeast Quarter; thence northerly, along the west line of said West Half of the Southeast Quarter and the west line of said Southwest Quarter of the Northeast Quarter, to the northerly right of way line of Trunk Highway No. 14; thence easterly, along said right of way line, to the east line of said Southwest Quarter of the Northeast Quarter; thence southwesterly to the point of beginning.

Excepting therefrom all that part of the above described parcel which lies south of the northerly right of way line of the Dakota Minnesota and Eastern Railroad.

**PARCEL 4**

That part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 106 North, Range 10 West, Winona County, Minnesota, lying westerly of the following described line:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence South 01 degree 34 minutes 13 seconds East, assumed bearing, along the west line of said Northwest Quarter of the Southwest Quarter, 756.96 feet for the point of beginning of the line to be described; thence North 26 degrees 43 minutes 29 seconds East, 856.38 feet to the north line of said Northwest Quarter of the Southwest Quarter and there terminating.

**PARCEL 5**

That part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 106 North, Range 10 West, Winona County, Minnesota described as follows:

Commencing at southeast corner of said Southeast Quarter of the Northwest Quarter, thence on an assumed bearing of South 89°08'51" West along the south line of said Southeast Quarter of the Northwest Quarter, 490.10 feet, thence North 02°01'10" West,

parallel with the east line of said Southeast Quarter of the Northwest Quarter, 348.29 feet to the centerline of Trunk Highway No. 14; thence North  $84^{\circ}24'27''$  West, along said centerline, 466.32 feet to the point of beginning of the parcel to be described; thence South  $02^{\circ}01'27''$  East, parallel to the east line of said Southeast Quarter of the Northwest Quarter, 357.00 feet; thence South  $89^{\circ}08'51''$  West, parallel with the south line of said Southeast Quarter of the Northwest Quarter, 188.00 feet; thence North  $02^{\circ}01'27''$  West, parallel with the east line of said Southeast Quarter of the Northwest Quarter, 375.00 feet to the centerline of said Trunk Highway No. 14; thence easterly along said centerline to the point of beginning.

**PARCEL 6**

The Northwest Quarter and the North Half of the Southwest Quarter and the West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter of Section 18, Township 106 North, Range 10 West, Winona County, Minnesota.



**MiEnergy Cooperative**

**Customer Name**  
**Street Address**  
**City, State Zip**

Re: Service Territory Agreement  
City of St. Charles and MiEnergy  
MPUC Docket No. \_\_\_\_\_

Dear **Customer Name**:

I am writing to inform you of a proceeding at the Minnesota Public Utilities Commission regarding your electric service. MiEnergy previously acquired portions of a separate electric service area that lies within the service territory of St. Charles City. MiEnergy and the City have agreed to correct these areas so that the City can provide service. Pursuant to these changes, MiEnergy and the City of St. Charles have mutually agreed to these service rights, and are requesting the Minnesota Public Utilities Commission approve the change in service territory boundaries.

Your property is included in the service area transfer. The City of St. Charles and MiEnergy have been working together to ensure the transition will be as seamless as possible. Please call Chad Chaffee (MiEnergy), Vice President of System Operations (MN) 1-800-432-2285 and Nick Koverman (City of St. Charles), City Administrator (507) 932-3020, if you have any questions regarding this change. We would be happy to meet with you in person.

If you have concerns and would like to address the Minnesota Public Utilities Commission on this matter, you may contact them in writing at 121 Seventh Place E., Suite 350, Saint Paul, Minnesota 55101. You should reference MPUC Docket No. \_\_\_\_\_ in any correspondence.

Sincerely,

Brian Krambeer  
Chief Executive Officer  
MiEnergy Cooperative

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Dan Lipschultz	Vice Chair
Matthew Schuenger	Commissioner
Valerie Means	Commissioner
John Tuma	Commissioner

\*\*\*\*\*

**In the Matter of a Petition for Approval  
Of a Service Territory Agreement  
Between MiEnergy Cooperative and the  
City of St. Charles**

**Docket No. \_\_\_\_\_**

**PROPOSED HEARING NOTICE**

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NOTICE OF COMMISSION MEETING

The Minnesota Public Utilities Commission will consider a Petition for Approval of a Service Territory Agreement between MiEnergy Cooperative (“MiEnergy”) and the City of St. Charles (the “Municipal”) at a meeting on (Day and Date) beginning at (Time and Location). This meeting will be open to the public.

Pursuant to Minn. Stats. § 216B.39, subd.3, notice is hereby given to MiEnergy, the City, 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).

**Proposed Service List**

Re: In the Matter of the Joint Request of MiEnergy Cooperative and the City of St. Charles, Minnesota to Modify Electric Service Territory Boundaries MPUC  
Docket No: \_\_\_\_\_

Via Electronic Filing

Richard Heinemann  
Counsel for Municipal  
Boardman & Clark LLP  
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Madison, WI 53701-0927  
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rheinemann@boardmanclark.com

Via Electronic Mail

Nick Koverman  
City Administrator  
830 Whitewater Avenue  
St. Charles, MN 55972  
nkoverman@stcharlesmn.org

Via Electronic Filing

Daniel E. Berndt  
Alison M. Kryzer  
Counsel for MiEnergy  
Dunlap & Seeger PA  
30 3<sup>rd</sup> Street SE, Suite 400  
Rochester, MN 55904  
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Via Electronic Mail

Brian Krambeer  
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MiEnergy Cooperative  
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Rushford, MN 55971-0626  
bkrambeer@mienergy.coop

