



1231 Ford Ave. P.O. Box 70, Glencoe, MN 55336
Phone: (320) 864-3148 • 800-494-6272
www.mcleodcoop.com

May 10, 2019

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

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

Dear Mr. Wolf:

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

Summary of Joint Request

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

The Cooperative will construct new Cooperative Headquarters located at Block 1, Lot 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION in Glencoe, Minnesota. The Cooperative Headquarters is further identified in the map and legal description attached as Exhibit A.

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

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

Exhibit A

- Warranty Deed – Legal Description
- Official Plat of Property
- Annexation of agricultural land into the City of Glencoe

Parties Contact Information

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

McLeod Cooperative Power Association

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

Glencoe Light and Power Commission

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

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

Respectfully submitted,



Carrie L. Buckley, General Manager

Enclosures

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

This agreement is entered into as of May 14, 2019 (the "Agreement") between McLeod Cooperative Power Association, with its current office located at 1231 Ford Ave., Glencoe, MN 55336 (the "Cooperative"), and Glencoe Light and Power, with its principal office located at 305 11th St. East (the "Municipal") (collectively, the "Parties").

RECITALS

- A. The Cooperative is an electric cooperative duly existing under Minnesota Statutes, Chapter 308A.
- B. The Municipal is a municipal utility duly existing under Minnesota Statutes, Sections 412.321 - .391.
- C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "MPUC") and Minnesota Statutes §216B.39 and §216B.40, the Cooperative and the Municipal have rights to provide electric service within their respective service territories.
- D. Extensions to service territory rights are provided in Minnesota Statute §216B.42. Subdivision 2 of that Statute provides, "notwithstanding the provisions in §216B.39 any electric utility may extend electric lines for electric service to its own utility property and facilities."
- E. The Cooperative will construct new Cooperative Headquarters on the property described below and will provide electric service to the property per Minnesota Statute §216B.42. Subdivision 2. The Cooperative Headquarters will be located at Block 1, Lot 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION in Glencoe, Minnesota. The Cooperative Headquarters is further identified in the map and legal description attached as Exhibit A.
- F. The Parties have come to a mutual agreement that the Cooperative will provide electric service to the Cooperative Headquarters, namely its own utility property and facilities, which is located within the Municipal's assigned service territory. The Parties wish to set forth their agreement.

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

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

6. Miscellaneous:

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

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

McLeod Cooperative Power Association

Carrie R. Buckley
General Manager
Date: May 14, 2019

Glencoe Light and Power

[Signature]
General Manager
Date: 5-14-2019

Exhibit "A"

[To Warranty Deed, dated March 13, 2019, between the City of Glencoe ("Grantor") and McLeod Cooperative Power ("Grantee")]

Real Property in McLeod County, Minnesota legally described as follows:

(Torrens portion)

That part of Lot 1, Block 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION, McLeod County, Minnesota described as follows:

Beginning at the northeast corner of Lot 1, Block 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof; thence South 00 degrees 36 minutes 50 seconds East along the east line of said Lot 1, a distance of 700.60 feet to the northerly line of Eleventh Street, thence North 89 degrees 22 minutes 50 seconds West along the northerly line of Eleventh Street, a distance of 158.42 feet to the west line of the East 990.00 feet of said Northeast Quarter as measured along the north line of said Northeast Quarter from the northeast corner of said Section 18 and as measured along the south line of said Northeast Quarter from the east quarter corner of said Section 18; thence North 00 degrees 36 minutes 50 seconds West along said west line of the east 990.00 feet 688.11 feet to the north line of said Lot 1; thence North 86 degrees 06 minutes 26 seconds East along said north line 158.64 feet to the point of beginning. Subject to any and all easements of record.

(Abstract portion)

That part of Lot 1, Block 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION, McLeod County, Minnesota described as follows:

Beginning at the northwest corner of Lot 1, Block 1, GLENCOE INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof; thence South 00 degrees 46 minutes 13 seconds East along the west line of said Lot 1, a distance of 652.37 feet to the northerly line of Eleventh Street, thence South 89 degrees 22 minutes 50 seconds East along the northerly line of Eleventh Street, a distance of 452.28 feet to the west line of the East 990.00 feet of said Northeast Quarter as measured along the north line of said Northeast Quarter from the northeast corner of said Section 18 and as measured along the south line of said Northeast Quarter from the east quarter corner of said Section 18; thence North 00 degrees 36 minutes 50 seconds West along said west line of the east 990.00 feet 688.11 feet to the north line of said Lot 1; thence South 86 degrees 06 minutes 26 seconds West along said north line 454.71 feet to the point of beginning. Subject to any and all easements of record.



Office of County Recorder
McLeod County, Minnesota

439393

Abstract
Pages: 3



Certified Filed and/or Recorded on March 12, 2019 2:00 PM
Lynn Ette Schrupp, County Recorder

RECORDER COMPLIANCE FUND: \$11.00
RECORDER TECHNOLOGY FUND: \$10.00
STATE TREASURY GEN FUND: \$10.50
GENERAL ABSTRACT: \$24.50

A439393

CITY ADMINISTRATOR GLENCOE
CITY OF GLENCOE
1107 11TH ST E
GLENCOE, MN 55336

RECORDING FEE \$66.00

DOCUMENT NO: A439393

DATE/TIME FILED: March 12, 2019 2pm

PLAT NAME: Glencoe Industrial Park Third Addition

DATED: March 12, 2019

GRANTOR: City of Glencoe

GRANTEE: The Public

NEW DESCRIPTION: Pt of Lot 1 B1K1
Glencoe Industrial Park Third Addition

UNDERLY: Lt 2 B1K 2 Glencoe Industrial Park 2nd Add ex W 20'
Pt of E 35.68' of W 100 acres of NE 1/4 18-115-27

FEE: \$ 56

CHECK NO: 161585

RECEIVED FROM: City of Glencoe

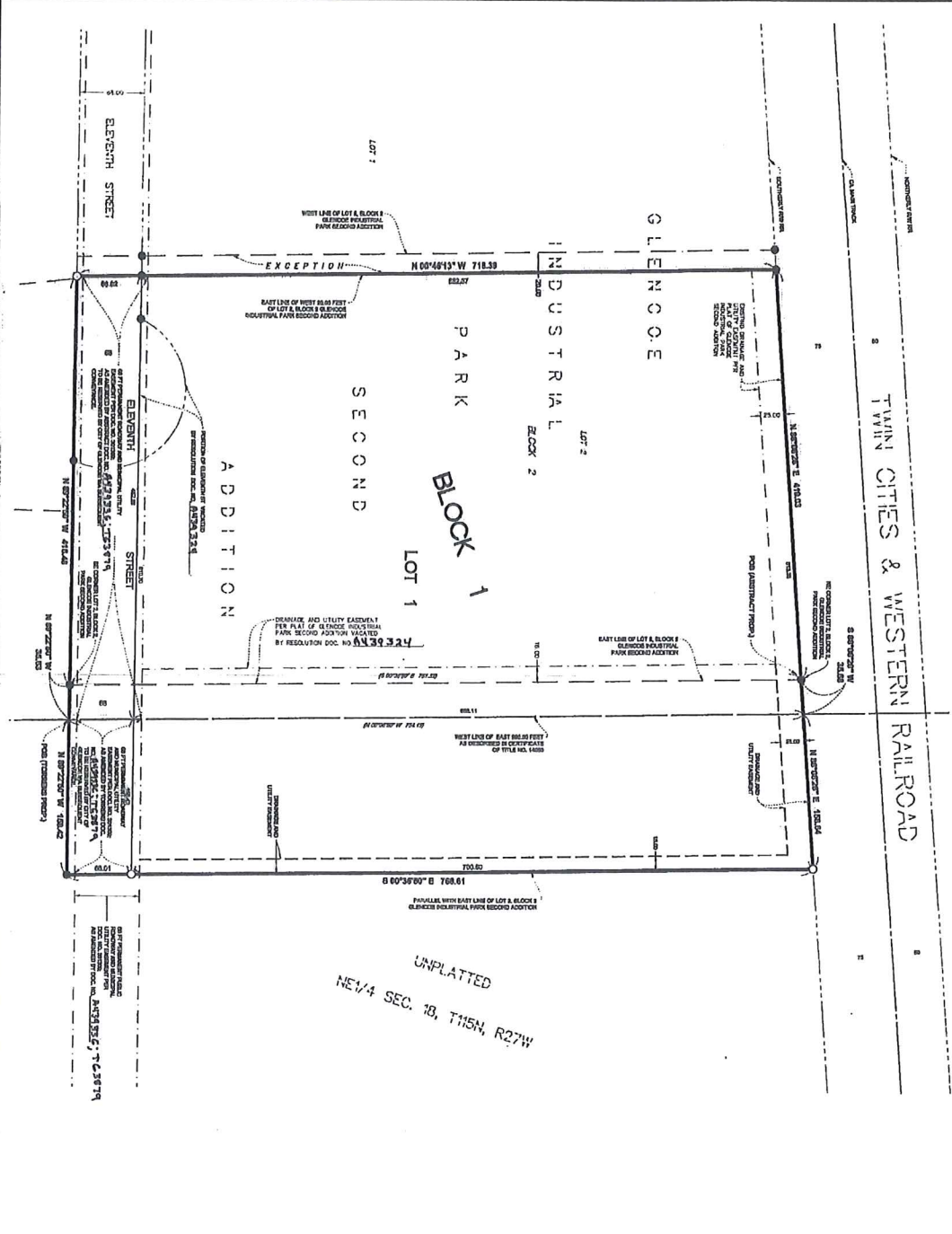
ADDRESS: 1107 11th St E, Glencoe MN 55350

PLAT NO: 22155

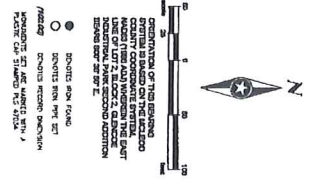
CABINET: 3 ENV: 29

GLENCOE INDUSTRIAL PARK THIRD ADDITION

OFFICIAL PLAT



UNPLATTED
NE 1/4 SEC. 18, T115N, R27W



RESOLUTION NO. 2018-37

IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN
THE CITY OF GLENCOE AND HELEN TOWNSHIP
PURSUANT TO MINNESOTA STATUTES § 414.0325

WHEREAS, a request from all of the property owners of the area proposed for designation and immediate annexation was received.

WHEREAS, the City of Glencoe and Helen Township jointly agree to designate and request the immediate annexation of the following described land located within Helen Township to the City of Glencoe, County of McLeod, Minnesota;

See proposed descriptions on the attached Exhibit "A" *Our 3 acres of Ag land*
and

WHEREAS, the City of Glencoe and Helen Township are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Glencoe and Helen Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City of Glencoe and Helen Township have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Glencoe and the Township Board of Helen Township as follows:

1. **(Property.)** That the following described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed:

See proposed descriptions on the attached Exhibit "A"

2. **(Acreage/Population/Usage.)** That the orderly annexation area consists of approximately 3.38 acres, the population in the area is zero (0), and the current land use type is undeveloped agriculture land.

3. **(Jurisdiction.)** That Helen Township and the City of Glencoe, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **(Municipal Reimbursement).** Minnesota Statutes § 414.036.
a. **Reimbursement to Towns for lost taxes on annexed property.**

The City of Glencoe shall make a lump sum payment to Helen Township without delay in the amount of \$72.

b. Assessments and Debt.

That pursuant to Minnesota Statutes § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described (herein or attached exhibit) there are (1) no special assessments or debt.

6. **(Review and Comment).** The City of Glencoe and Helen Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

Adopted by affirmative vote of all the members of the Helen Township Board of Supervisors this 13 day of Dec 2018.

HELEN TOWNSHIP

By: Rodney Mathews
Chairperson
Board of Supervisor

ATTEST:

By: Karen Mackenthun
Township Clerk

Adopted by affirmative vote of the City Council of Glencoe this 17th day of December 2018.

CITY OF GLENCOE

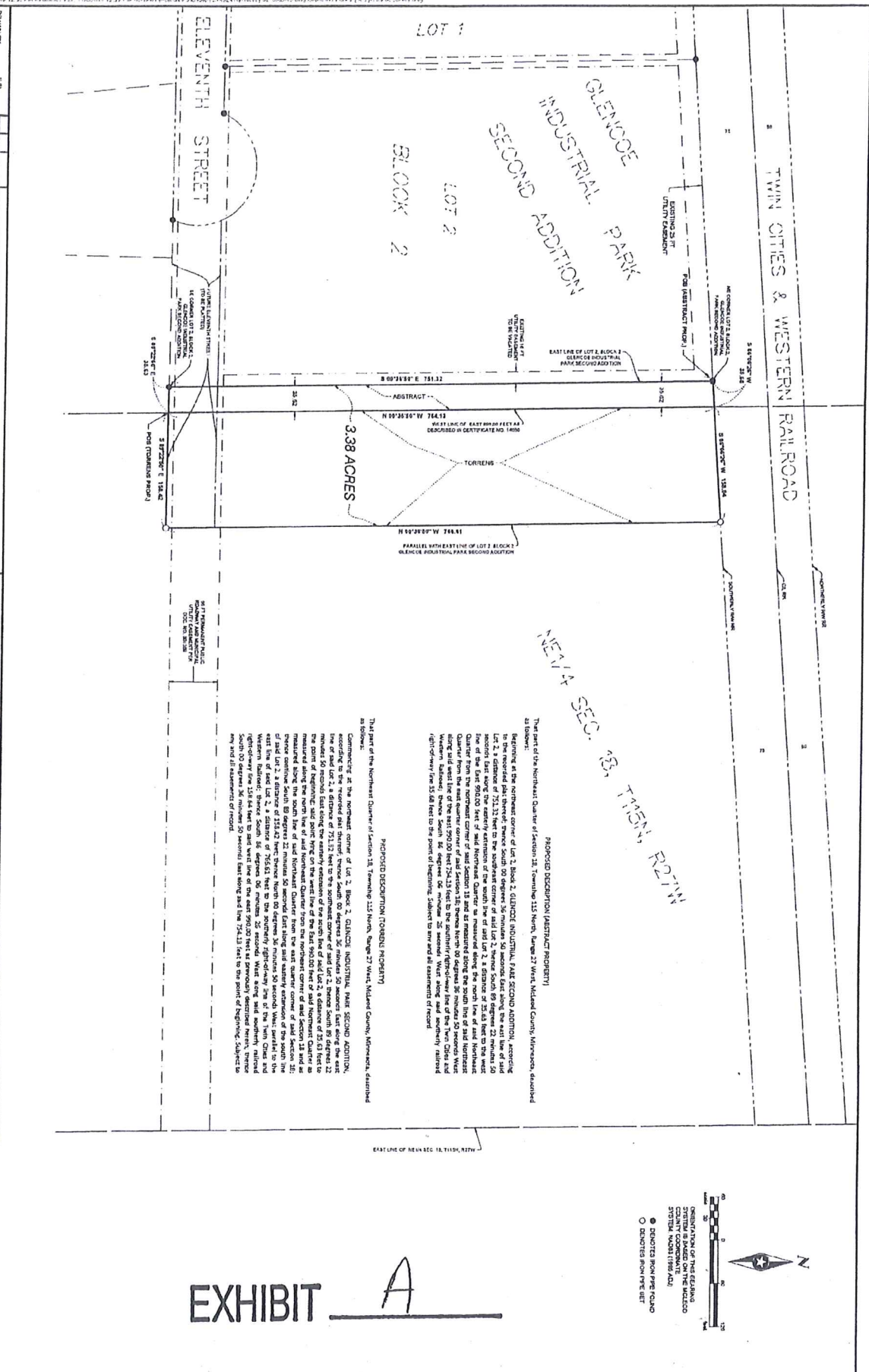
By: Randy Wilson
Randy Wilson, Mayor

ATTEST:

By: Mark Larson
Mark Larson, City Administrator

Approved this 17th day of December 2018

APPROVED BY:	DATE:
DESIGNED BY:	DATE:
PROJECT TEAM:	NO.
	BY
	DATE



REGISTERED QUARTER SECTION 18, TOWNSHIP 115 NORTH, RANGE 27 WEST, COUNTY WISCONSIN, SHARDED BY THE STATE OF MINNESOTA. MARSH, NEZEL, L. L. & ASSOCIATES, SCS, 605 CHURCH STREET, CHICAGO, IL 60605

GLENCOE, MINNESOTA. DONALD & JEAN GRUBHAGEN TRUST, PART OF NE1/4 SEC. 18, T115N, R27W, MOLESD, COUNTY MINNESOTA

PARCEL SECT 1 FILE NO. 1

PROPOSED DESCRIPTION (PASTORAL PROPERTY)
 That part of the Northeast Quarter of Section 18, Township 115 North, Range 27 West, Midland County, Wisconsin, situated as follows:
 Commencing at the northeast corner of Lot 2, Block 2, GLENCOE INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof; thence South 00 degrees 36 minutes 50 seconds East along the east boundary of said block 2, a distance of 754.13 feet to the northeast corner of said Lot 2; thence South 69 degrees 22 minutes 50 seconds East along the eastern extension of the north line of said Lot 2, a distance of 15.43 feet to the west corner of said Lot 2; thence South 22 degrees 22 minutes 50 seconds East along the north line of said Northeast Quarter from the northeast corner of said Section 18 and as to the line of said Lot 2, a distance of 15.43 feet to the northeast corner of said Section 18 and as to the line of said Lot 2, a distance of 15.43 feet thence North 00 degrees 36 minutes 50 seconds West parallel to the west line of said Lot 2, a distance of 754.13 feet to the southerly right-of-way line of the Twin Cities and Northern Railway; thence along said right-of-way line 158.64 feet to said west line of the east 390.00 feet 44 pole section, and southerly thence South 00 degrees 36 minutes 50 seconds East along said line 754.13 feet to the point of beginning; Subject to any and all easements of record.

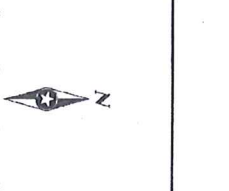


EXHIBIT A