

June 13, 2018

-Via Electronic Filing-

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

RE: PETITION

ELECTRIC SERVICE TERRITORY AGREEMENT BETWEEN THE

CITY OF WASECA AND XCEL ENERGY DOCKET NO. E002,325/SA-18-___

Dear Mr. Wolf:

Enclosed is a Joint Petition submitted by Northern States Power Company, doing business as Xcel Energy, and the City of Waseca seeking approval of an Electric Service Territory Agreement (Agreement) between the two parties.

The list below identifies where items in the checklist for content of agreed upon service area 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	Schedule A, page 10
question	
Explanation of why agreement is	Petition at page 3
consistent with Minn. Stat. §216B.39	
Permanent boundary change or service by	Permanent, see Petition at page 3
exception	
Electric Service Territory Agreement	Schedule A
Digital or paper map	Schedule A, pages 10-12

Customer Notice

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

Customer class	Number of Acres	Date Notice Provided
Commercial	Approximately 6 acres- Market Place Addition	Within 5 days of filing.

Utility Employee Responsible for Filing

Lisa Peterson Kaela Brennan

Manager, Regulatory Analysis McGrann, Shea, Carnival, Straughn &

Lamb, Chartered

Xcel Energy 800 Nicollet Mall, Suite 2600

414 Nicollet Mall, 401 - 7th Floor Minneapolis, MN 55402

Minneapolis, MN 55401 (612) 338-2525

(612) 330-7681 On behalf of the City of Waseca

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 the City of Waseca:

Kaela Brennan, Attorney

Elizabeth Retzlaff, Paralegal

McGrann, Shea, Carnival, Straughn & Carl Sonnenberg

Director of Utilities

City of Waseca

Lamb, Chartered

800 Nicollet Mall, Suite 2600 508 South State Street Minneapolis, MN 55402 Waseca, MN 56093 kmb@mcgrannshea.com carls@ci.waseca.mn.us

edr@mcgrannshea.com

For Xcel Energy:

Mara K. Ascheman Carl Cronin

Senior Attorney Regulatory Administrator

Xcel Energy Xcel Energy

414 Nicollet Mall, 401 - 8th Floor 414 Nicollet Mall, 401 - 7th Floor

Minneapolis, MN 55401 Minneapolis, MN 55401

<u>mara.k.ascheman@xcelenergy.com</u> <u>regulatory.records@xcelenergy.com</u>

GIS data

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

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list.

Please contact me at <u>lisa.r.peterson@xcelenergy.com</u> or (612) 330-7681 or Jennifer Roesler at <u>jennifer.roesler@xcelenergy.com</u> or (612) 330-1925 if you have any questions regarding this filing.

Sincerely,

/s/

LISA PETERSON MANAGER, REGULATORY ANALYSIS

Enclosures

c: Service List

Kaela Brennan, Attorney, McGrann, Shea, Carnival, Straughn & Lamb, Chartered

STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie Sieben	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF AN ELECTRIC SERVICE TERRITORY AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND THE CITY OF WASECA DOCKET NO. E002,325/SA-18-___

PETITION

INTRODUCTION

Pursuant to Minn. Stat. §216B.44(b) and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and the City of Waseca (the City) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of an Electric Service Territory Agreement (the Agreement) between Xcel Energy and the City of Waseca.

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.

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

City of Waseca Utilities Department 508 South State Street Waseca, MN 56093 (507) 835-9718

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

Mara K. Ascheman Senior Attorney Xcel Energy Services Inc. 414 Nicollet Mall, 401 - 8th Floor Minneapolis, MN 55401 (612) 215-4605 mara.k.ascheman@xcelenergy.com

Kathleen M. Brennan McGrann, Shea, Carnival, Straughn & Lamb, Chartered 800 Nicollet Mall, Suite 2600 Minneapolis, MN 55402 kmb@mcgrannshea.com

C. Date of Filing

The date of this filing is June 13, 2018.

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.

In this circumstance, the land at issue in the Agreement is in Xcel Energy's service territory, but Xcel Energy did not provide service to any customers in the land at issue. Waseca annexed the land and pursuant to Minn. Stat. §216B.44 decided to provide service in the area it had previously annexed. This Agreement is consistent with Minn. Stat. §216B.39 because it avoids the unnecessary duplication of facilities, provides adequate electric service to all areas and customers affected, and promotes the efficient and economical use and development of the electric systems of the contracting electric utilities. The Agreement in this petition includes a permanent boundary change for approximately 6 acres of land, agreed to by both parties as shown in the Agreement.¹

E. Utility Employee Responsible for Filing

Lisa Peterson

Manager, Regulatory Analysis

Carl Sonnenberg

Director of Utilities

City of Waseca

City of Waseca

508 South 8th Street

Minneapolis, MN 55401

Waseca, MN 56093

(612) 330-7681

Carl Sonnenberg

Director of Utilities

City of Waseca

508 South 8th Street

Waseca, MN 56093

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:

¹ Under Article 1.1, the Parties acknowledged and agreed that Waseca could provide interim service, on a service-by-exception (Minn. Stat. § 216B.40) basis to one of the customers in the land at issue in this agreement.

For the City of Waseca:

Kaela Brennan, Attorney

Elizabeth Retzlaff, Paralegal

McGrann, Shea, Carnival, Straughn & Carl Sonnenberg

Director of Utilities

City of Waseca

Lamb, Chartered

800 Nicollet Mall, Suite 2600 508 South 8th Street Minneapolis, MN 55402 Waseca, MN 56093

kmb@mcgrannshea.com carls@ci.waseca.mn.us

edr@mcgrannshea.com

For Xcel Energy:

Mara K. Ascheman Carl Cronin

Senior Attorney Regulatory Administrator

Xcel Energy Xcel Energy

414 Nicollet Mall, 401 - 8th Floor 414 Nicollet Mall, 401 - 7th Floor

Minneapolis, MN 55401 Minneapolis, MN 55401

<u>mara.k.ascheman@xcelenergy.com</u> <u>regulatory.records@xcelenergy.com</u>

Any information requests in this proceeding should be submitted to Xcel Energy via the Regulatory Records e-mail address above and to the City of Waseca via Ms. Brennan'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 the permanent boundary change in the Electric Service Territory Agreement between Xcel Energy and the City of Waseca.

B. Affected Customers and Existing Facilities

In the Agreement provided in Schedule A, 6 acres of land will be permanently transferred from Xcel Energy to the City of Waseca. The transfer of service area will not impact any existing customers. By written consent of Xcel Energy, the City is currently serving one customer in the land at issue in this Agreement. The remainder of the land is vacant and owned by the City.

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

C. Attached Documents

- Schedule A: Electric Service Territory Agreement
- Schedule B: Letter to land owner
- Schedule C: Proposed Hearing Notice

CONCLUSION

For the reasons contained herein, we respectfully request the Commission approve the Agreement between Xcel Energy and the City of Waseca.

Dated: June 13, 2018

Northern States Power Company and The City of Waseca

STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange Chair
Dan Lipschultz Commissioner
Matthew Schuerger Commissioner
Katie Sieben Commissioner
John Tuma Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF AN ELECTRIC SERVICE TERRITORY AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND THE CITY OF WASECA

DOCKET NO. E002,325/SA-18-___

SUMMARY

Summary of Filing

Please take notice that on June 13, 2018, Northern States Power Company, doing business as Xcel Energy, and the City of Waseca (the City) filed with the Minnesota Public Utilities Commission a joint petition for approval of an Electric Service Territory Agreement between Xcel Energy and the City. The Service Territory Agreement will permanently transfer the service territory for approximately 6 acres of land in Waseca County to the City of Waseca from Xcel Energy.

ELECTRIC SERVICE TERRITORY AGREEMENT

This agreement ("Agreement"), made and entered into effective the 27th day of November, 2017 by and between the City of Waseca, a municipal utility duly organized and existing under the laws of the State of Minnesota (the "City") and Northern States Power Company d/b/a Xcel Energy, a public utility duly organized and existing under the laws of the State of Minnesota (the "Company"), individually referred to as a "Party" and or collectively as the "Parties."

WHEREAS, the laws of the State of Minnesota, namely Minnesota Statutes §§ 216B.37-216B.47, provide the terms and conditions under which the City 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;

WHEREAS, the City seeks to provide electric service to an area of approximately 6 acres known as Market Place Addition, owned by the City of Waseca, and described in greater detail in the map and legal description attached hereto as Exhibit A ("Affected Area"). The Affected Area was annexed into the city limits in approximately 1993, and the City has incurred significant expense in the land and improvements in an effort to establish the Affected Area as a city industrial park. The Affected Area is located within the electric service territory assigned to the Company;

WHEREAS, the Parties have negotiated a mutual settlement and wish to avoid litigation regarding compensation for such electric service territory transfer.

NOW, THEREFORE in consideration of the premises and of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I: Transfer of Electric Service Territory Rights

1.1 The exclusive right and obligation to provide permanent electric service to the Affected Area shall automatically transfer to the City upon approval by the Minnesota Public

Utilities Commission (the "MPUC") of the service territory boundary adjustment (the "Transfer Date"). Attached hereto as Exhibit B is a Minnesota Geospatial Information Office ("MnGEO") map showing the Affected Area. Pending approval by the MPUC, the Parties acknowledge and agree that the City may provide interim service, on a service-by-exception basis to the customer located at 1905 North State Street, Waseca, Minnesota (the "Interim Service Customer").

Article II: Settlement Payments

- Loss-of-Revenue Payments. As settlement payment and in consideration of the covenants, releases, and representations made by the Company herein, the City agrees to make the following loss-of-revenue payments to the Company. Subject to Sections 2.1.1 and 2.2, the City shall pay the Company an amount equal to the result of multiplying one cent (\$0.01) times each kilowatt hour of electric energy sold by the City to each customer to whom the City provides retail electric service in the Affected Area, provided that the City's payment shall not exceed the customer's maximum usage of two hundred fifty thousand (250,000) kilowatt hours during the 10-year compensation period, or a maximum payment of \$2,500 per customer. The loss-of-revenue payment period shall commence on the Transfer Date, and shall continue thereafter for ten years, unless the maximum usage of 250,000 kWh is first satisfied.
- 2.1.1 <u>Interim Service Customer</u>. The Company has estimated the anticipated consumption for the Interim Service Customer that is or soon will be under construction in the Affected Area, based upon similar types of service. For this Interim Service Customer, the City shall remit payment of \$2,500 to the Company within 90 days after receipt of the order by the MPUC approving the modification of service territory, or another date mutually agreed upon by the Parties.
- 2.2 <u>City Facilities</u>. The loss-of-revenue payments under Section 2.1 shall not apply to facilities owned or operated by the City for providing City services, including, but not limited to, streetlights.

- 2.3 <u>No Other Payments</u>. The Parties acknowledge and agree that except as provided in Section 2.1, no other payments (including, but not limited to, payment for purchasing facilities of the Company, integration expenses, or other appropriate factors) shall be due for the transfer of the Affected Area under the terms of this Agreement.
- 2.4 <u>Payment Process</u>. Except as provided in Section 2.1.1, the calculation of any amount due under Section 2.1 shall be made for the period concluding on December 31st of each year under consideration and payment of the annual amount so determined will be made by the City by March 1st of the following year. The City's sales shall be calculated on the basis of its meter readings, as made in the ordinary course of its utility business.
- 2.4.1 With its payment, the City shall provide a written report to the Company, certified as true and correct by the City Manager or authorized representative of the City, summarizing for the Affected Area the kilowatt hours sold by the City and the basis for the calculation of the compensation due the Company.
- 2.4.2 The City shall also provide the Company copies of such additional supporting data as the Company may reasonably request, including metering data that reflects kilowatt hours sold, but, pursuant to Minn. Stat. § 13.685, may not contain any data that could identify any customer (e.g., by name, address, phone, or social security number). Any dispute concerning amounts due under this Article 2 shall be governed by Article 7 of this Agreement.

Article 3: Filings

- 3.1 Promptly after the execution of this Agreement, the Parties shall file a joint request, under Minn. Stat. § 216B.39, subd. 3, legally describing and depicting the Affected Area, that the MPUC modify the service territory boundary and recognize the service territory transfer. The Parties shall cooperate on the filing.
- 3.2 If the MPUC, 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 reasonable and necessary to respond to said questions and to assure the transfer of service territory. If for any reason the MPUC refuses to recognize any service territory transfer described in Article 1, the Company shall return any payments made by the City pursuant to Article 2, upon demand by the City.

Article 4: Representations and Warranties

- 4.1 The City and the Company hereby mutually represent and warrant, each to the other, as follows:
- (a) Each is duly organized and existing in good standing under the laws of the State of Minnesota and each has all requisite power and authority to own, lease, and operate its electric service facilities;
- (b) Each has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and has taken all the necessary corporate action to authorize the execution, delivery, and performance of this Agreement; and
- (c) This Agreement constitutes a valid and binding obligation of each Party enforceable in accordance with its terms.

Article 5: Mutual Waiver and Release of Claims

5.1 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 Affected 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 provisions of this Article 5 do not waive or release any claim that either Party may have for any breach of any covenants or any misrepresentations contained in this Agreement.

5.2 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.

Article 6: Term and Scope of Agreement

- 6.1 This Agreement shall commence upon the effective date and continue thereafter for a period of ten years.
- 6.2 This Agreement (including recitals and exhibits hereto) constitutes the entire Agreement and, with respect to the transfer and compensation of the Affected Area, supersedes all prior agreements and understandings, oral and written, between the Parties hereto.
- 6.3 The Parties acknowledge that this Agreement is the result of arms-length negotiations between the Parties, each taking into consideration the costs and risks of litigation otherwise required to resolve the matters addressed in this Agreement. This Agreement does not reflect the position of either Party as to the appropriate application of the law determining electric service territory rights or compensation in such matters. For any electric service territory matter between the Parties not governed by this Agreement, the Agreement shall not act as precedent in the determination of compensation, if any be due.

Article 7: Alternative Dispute Resolution

7.1 In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet in person and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in the District Court for the county in which the service territory is located. The Transfer Date is not affected by any dispute or action to determine compensation.

Article 8: General Terms and Conditions

Docket No. E002,325/SA-18-__ Electric Service Territory Agreement Schedule A Page 6 of 12

8.1 Any notice permitted or required by this Agreement shall be made in writing by letter, electronic mail, personal service, facsimile, or other documentary form and shall be deemed given upon actual receipt by the Party to which such notice is given. The address for notice to each Party is as follows (as may be later changed by a Party by proper notice):

If to the City:

If to the Company:

City Manager City of Waseca 508 South State Street Waseca MN 56093 Manager, Service Policy Xcel Energy 1518 Chestnut Avenue N, 1st Floor Minneapolis MN 59350

- 8.2 This Agreement will 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 hereto may assign any of its rights herein to any person without the prior written consent of the other Party.
- 8.3 Each of the Parties acknowledges that the adjustment of electric service territory boundaries provided for herein is unique in that neither Party will have an adequate remedy at law if the other Party fails to perform any of its obligations hereunder. In such event, either Party shall have the right, in addition to any other rights it may have, to petition for and obtain specific performance of this Agreement in the District Court for the county in which the service territory is located.
 - 8.4 This Agreement may be amended only in writing, signed by each of the Parties.
- 8.5 The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party. Headings are for convenience and are not a part of this Agreement.
- 8.6 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.

Docket No. E002,325/SA-18-__ Electric Service Territory Agreement Schedule A Page 7 of 12

8.7 By executing this Agreement, the Parties acknowledge that they: (a) enter into this Agreement knowingly, voluntarily and freely; (b) have had an opportunity to consult an attorney before signing this Agreement; and (c) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by a duly authorized representative.

CITY OF WASECA	
Ву	 Date
Its	Date
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY By REGIONAL VICE PRESIDENT And	5/24/18 Date
Ву	Date
Its	

Docket No. E002,325/SA-18-__ Electric Service Territory Agreement Schedule A Page 8 of 12

8.7 By executing this Agreement, the Parties acknowledge that they: (a) enter into this Agreement knowingly, voluntarily and freely; (b) have had an opportunity to consult an attorney before signing this Agreement; and (c) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by a duly authorized representative.

CITY OF WASECA	
Ву	Date
Its	Buto
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY	
Ву	Date
Its	Date
And Stephen Foss	
By Start	5/25/18 Date
Its Regional VP	Date

Docket No. E002,325/SA-18-__ Electric Service Territory Agreement Schedule A Page 9 of 12

8.7 By executing this Agreement, the Parties acknowledge that they: (a) enter into this Agreement knowingly, voluntarily and freely; (b) have had an opportunity to consult an attorney before signing this Agreement; and (c) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by a duly authorized representative.

CITY OF WASECA	
By Dangfilet Its <u>City Manager</u>	5-/5-/8 Date
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY	
Ву	
Its	Date
And	
Ву	Date
Its	_

EXHIBIT A: MAP AND LEGAL DESCRIPTION OF AFFECTED AREA

INSTRUMENT OF DEDICATION	NOTARY CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS: That the City of Wascoo, a Minnosota Municipal carporation, and independent School District No. 879, a Minnesota corporation, owners and proprieture of the following described properly situation in the City of Viseoco, County of Wascoa, Minnesota, to wit:	State of Moneyata) County of Little)
All that part of the Southeast Guarter of the Southeast Quarter of Souther 5, Township 107 North, Range 22 West, City of Wasoca, Wasoca County, Minnesoto, described as follows:	The foregoing instrument was acknowledged before me tris. 5-16 day of Jaksanu, 2006 by Robert W. Whitney, School Board Charman for independent School District No. 829, a Minnesota colporation.
Commonling at the southwast commer of Section 6, hances both 50 dispress 31 minutes 50 accounts West (assumed believing) and the point in an effection 6, a distance of 300.00 feet to the north file of the South 300.00 feet of Section 6 to the point of benefit in an effection 6, a distance of 300.00 feet to the north file of the South 300.00 feet of Section 6 distances of 200.00 feet to the north file of 100.00 feet of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet distances of 200.00 feet to the north file of Section 6 distances of 200.00 feet distances 6	NOTARY CERTIFICATE Some of Microgords County, Microsords NOTARY CERTIFICATE Some of Microgords County of L.) CALCS This foregoing leasurement was a colonoxinological before me this
Has couved the same is be surveyed and plated as IMPMET PLACE SUBDIVISION and does hereby donate and dedicate to the positio, for public use former the avenues, streets, and highway and also decirating the easements as shown on this plat for access, dashage and/or utility purposes only.	CITY COUNCIL We do hereby certify has the writin plat of MANDET FALE BUBDANSION was duty accepted and approved by the Chy Council of the Chy of Visacca, on this
In witness benned, said city of Wisseaco, a Micrososa Municipal corporation, have caused these presents to be signed by its proper offices this 31th day of Jasuaray 2006. This proper offices this 31th day of Jasuaray 2006. This proper offices this 31th day of Jasuaray 2006. This proper offices the secondary with the secondary of the secondar	R.O. Str. Mayor May Biforson, Rocoffes Symptom Har Biforson, Rocoffes Symptom Findens Subhary, Coy Engineer Findens Subhary, Coy Engineer
NOTARY CERTIFICATE	TITLE OPINION Noticities St. He probly trensed attempt in the State of Minnesota, do hereby certify that the awners,
State of Minnesca) County of LI BELLET The foregraph inhument was acknowledged believe me this 4H5 day of a SELECTIFY 2016 by RD. Sep. Mayor for the City of Visacea, a Minnescal Municipal corporation. The Secretary County, Minnescala My Commission Engine 41 July 12 A11 A11 A11 A11 A11 A11 A11 A11 A11	gs indicated harmon, operand all commanity bitement in the land encompassed by this gial, this
NOTARY CERTIFICATE	I hareby certify that, on this theday of20 the current taxes have been paid on the land described harein.
State of Minnepota) County of 1 482804	Wasecs County Trossurer
The foregoing instrument was acknowledged before me this	COUNTY AUDITOR
Notory Public Lalasted County, Minnesota My Corression Leptes VA VACO	No definquent taxes due and transfer entered this day of 20 Wassea County Auditor
in witness thereof, said independent School District No. 629, a Minnesota corporation, have caused these presents to be signed by as proper officer this	COUNTY RECORDER
Robert W. Whiter, Schoel Board Chairmon Robert W. Whiter, Schoel Board Chairmon	I hereby certify that this instrument was fied in the office of the County Recorder on thisday ofofofofAt, and was duly recorded as Document No.





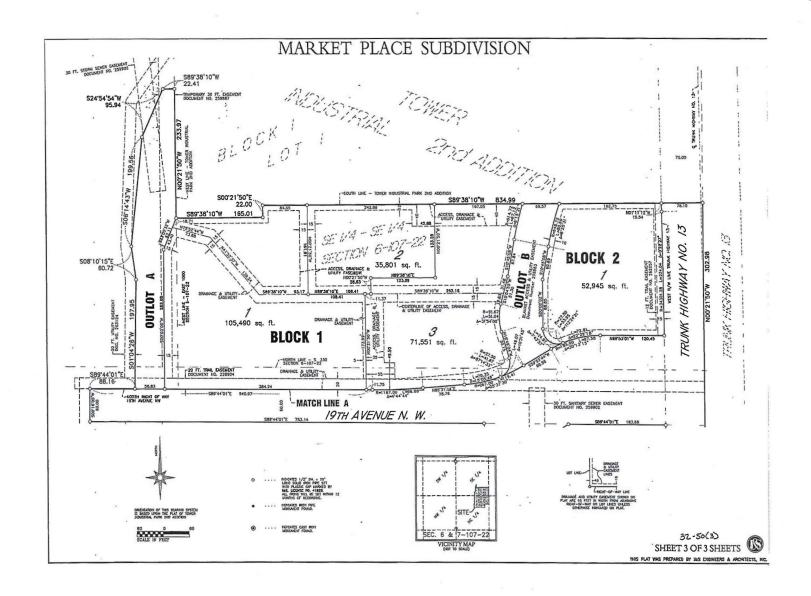
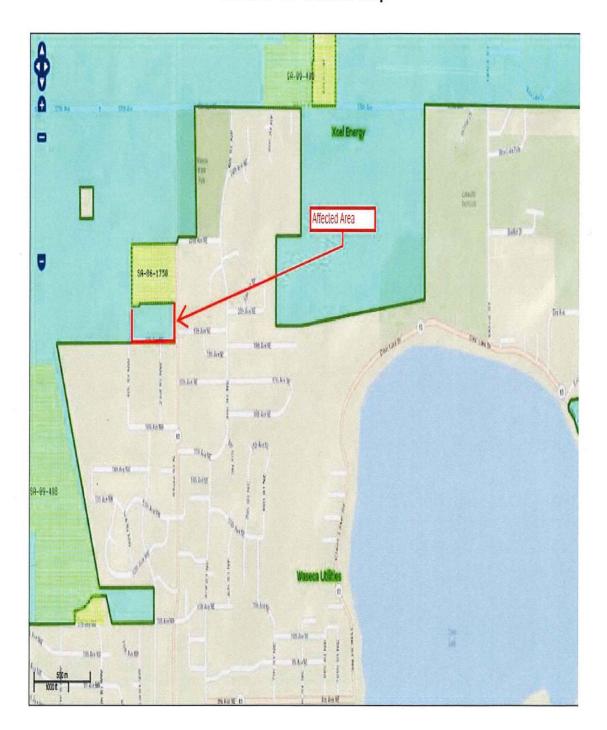


EXHIBIT B: MnGEO Map



June xx, 2018

Customer Name Customer Address

RE: ELECTRIC SERVICE TERRITORY AGREEMENT BETWEEN

XCEL ENERGY AND THE CITY OF WASECA

MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,325/SA-18-___

Dear Customer Name:

This letter is to notify you of a proceeding before the Minnesota Public Utilities Commission (MPUC) related to an Electric Service Territory Agreement between the City of Waseca and Xcel Energy.

Although you are currently receiving electric service from the City of Waseca, your lot is located within Xcel Energy's assigned electric service territory. To update the official service territory maps to allow the City of Waseca to permanently provide electric service to your lot, the utilities have filed an Electric Service Territory 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 July 13, 2018.

If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Carl Sonnenberg with the City of Waseca at (507) 835-9713.

Sincerely,

Carl Sonnenberg
Director of Utilities
City of Waseca

Docket No. E002,325/SA-18-___ Electric Service Territory Agreement Schedule C Page 1 of 1

STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange Chair
Dan Lipschultz Commissioner
Matthew Schuerger Commissioner
Katie Sieben Commissioner
John Tuma Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF AN ELECTRIC SERVICE TERRITORY AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND THE CITY OF WASECA Docket No. E002,325/SA-18-___

PROPOSED HEARING NOTICE

NOTICE OF COMMISSION MEETING

The Minnesota Public Utilities Commission will consider a Petition for Approval of an Electric Service Territory Agreement between Northern States Power Company, doing business as Xcel Energy, and the City of Waseca (the City) 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 East Central Energy, 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.

- <u>xx</u> 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 June 2018

/s/

Lynnette Sweet Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@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
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
Ryan	Barlow	Ryan.Barlow@ag.state.mn. us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1 St. Paul, Minnesota 55101	Electronic Service 400	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.co m	Stinson Leonard Street 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
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street Nor St. Paul, MN 55101	Electronic Service th	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state. mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Jeanne	Cochran	Jeanne.Cochran@state.mn .us	Office of Administrative Hearings	P.O. Box 64620 St. Paul, MN 55164-0620	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.st ate.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

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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
Corey	Conover	corey.conover@minneapoli smn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Carl	Cronin	Regulatory.records@xcele nergy.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 Miscl Electric
Joseph	Dammel	joseph.dammel@ag.state. mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
lan	Dobson	residential.utilities@ag.stat e.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	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	1313 5th St SE #303 Minneapolis, MN 55414	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@AESLcons ulting.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
Janet	Gonzalez	Janet.gonzalez@state.mn. us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kimberly	Hellwig	kimberly.hellwig@stoel.co m	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

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Норре	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Julia	Jazynka	jjazynka@energyfreedomc oalition.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 Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Linda	Jensen	linda.s.jensen@ag.state.m n.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Johnson	Rick.Johnson@lawmoss.co m	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
Mark J.	Kaufman	mkaufman@ibewlocal949.o rg	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	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
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St 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
Peder	Larson	plarson@larkinhoffman.co m	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
Douglas	Larson	dlarson@dakotaelectric.co m	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
Peter	Madsen	peter.madsen@ag.state.m n.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kavita	Maini	kmaini@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
Joseph	Meyer	joseph.meyer@ag.state.mn .us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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.co m	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.c om	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	Legalectric - 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

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Jeff	Oxley	jeff.oxley@state.mn.us	Office of Administrative Hearings	600 North Robert Street St. Paul, MN 55101	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.c om	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
Inga	Schuchard	ischuchard@larkinhoffman. com	Larkin Hoffman	8300 Norman Center Drive Suite 1000 Minneapolis, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Zeviel	Simpser	zsimpser@briggs.com	Briggs and Morgan PA	2200 IDS Center80 South Eighth Street Minneapolis, MN 554022157	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ken	Smith	ken.smith@districtenergy.c om	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 Leonard Street 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
James M.	Strommen	jstrommen@kennedy- graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Stree Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl 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 Miscl Electric

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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 Miscl 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 Miscl Electric
Cam	Winton	cwinton@mnchamber.com	Minnesota Chamber of Commerce	400 Robert Street North Suite 1500 St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Patrick	Zomer	Patrick.Zomer@lawmoss.c om	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 Miscl Electric