



414 Nicollet Mall  
Minneapolis, Minnesota 55401

November 27, 2018

**—Via Electronic Filing—**

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

RE: SUPPLEMENT  
SERVICE AREA COMPENSATION AND ORDERLY TRANSFER AGREEMENTS AND  
EXCEPTION AGREEMENTS BETWEEN XCEL ENERGY AND  
MINNESOTA VALLEY ELECTRIC COOPERATIVE  
DOCKET NO. E002,124/SA-18-693

Dear Mr. Wolf:

On November 2, 2018, Northern States Power Company, doing business as Xcel Energy, and Minnesota Valley Electric Cooperative (the Cooperative) submitted a Joint Petition seeking approval of three compensation and orderly transfer Agreements and three exception agreements between the two parties. Due to the recent change in circumstances explained below, Xcel Energy and the Cooperative have mutually agreed to terminate—and therefore are no longer seeking approval of—one of the exception agreements included in the Joint Petition. The remaining agreements between the parties included in our Joint Petition are not affected by this development.

Schedule D to the Joint Petition is an exception agreement that would allow Xcel Energy to provide service to one commercial 1-phase Verizon Wireless tower site located in Cleveland, Minnesota in the Cooperative's service territory in Le Sueur County (the Cleveland Exception Agreement). We were recently notified that Verizon Wireless no longer plans to build a tower at this site, and therefore there no longer has a need for Xcel Energy to provide service by exception to that site. As a result, Xcel Energy and the Cooperative have terminated the Cleveland Exception Agreement and no longer seek its approval. We include as Attachment A to this supplement, a copy of the Mutual Termination Agreement between the two parties. The remainder of the Joint Petition is unaffected by this development, and Xcel

Energy and the Cooperative continue to seek approval of the three compensation and orderly transfer agreements and two other exception agreements.

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

Sincerely,

/s/

BRIDGET DOCKTER  
MANAGER, POLICY & OUTREACH

Enclosure

c: Service List

Joe Green, Minnesota Valley Electric Cooperative

**MUTUAL TERMINATION AGREEMENT BETWEEN  
NORTHERN STATES POWER COMPANY**

**A Minnesota corporation**

**And**

**MINNESOTA VALLEY ELECTRIC COOPERATIVE**

This agreement entered into this 19<sup>th</sup> day of November, 2018, (the "Mutual Termination Agreement") between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and MINNESOTA VALLEY ELECTRIC COOPERATIVE, with its principal office located at 125 Minnesota Valley Electric Drive, Jordan, Minnesota (collectively, the "Parties").

**RECITALS**

A. Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy ("Xcel Energy") is a "public utility" under Minnesota Statutes Section 216B.02, subdivision 4.

B. Minnesota Valley Electric Cooperative (the "Cooperative") is an electric cooperative formed pursuant to the provisions of Minnesota Statutes Chapter 308A.

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

D. Effective the 20<sup>th</sup> day of October 2017, the Parties entered into an exception agreement, entitled Exception Agreement Between Northern States Power Company, a Minnesota Corporation, and the Minnesota Valley Electric Cooperative (the "Exception Agreement"), pursuant to which Xcel Energy was permitted to provide electric service by exception to one commercial 1-phase Verizon Wireless tower (the "Verizon Tower") site location in Le Sueur County at 7<sup>th</sup> Street S., Cleveland, Minnesota 56017 in the NW ¼ of the SE ¼, of Section 21, Township 110, Range 25, at approximately 800 7<sup>th</sup> Street S. in Cleveland, Minnesota, within the Cooperative's service territory.

E. The Verizon Tower is no longer being constructed and, therefore, there no longer is a need for the Exception Agreement.

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

1. Termination. By this Mutual Termination Agreement, the Parties mutually terminate and cancel the Exception Agreement effective the 20<sup>th</sup> day of October 2017.
2. Outstanding Obligations. The Parties acknowledge by this Mutual Termination Agreement that the consideration provided and received by each other is fair, just, and reasonable, and that no further consideration, compensation, or obligation will

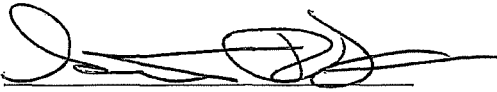
be due, payable, or owing with regard to the Exception Agreement as of the execution date of this Mutual Termination Agreement.

3. Release. By this Mutual Termination Agreement, the Parties release each other from any and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to the Exception Agreement.
4. Reservation of Rights. Except as specifically set forth herein, this Mutual Termination Agreement does not modify or limit the legal rights of any party.
5. No Precedent. The Parties recognize that this Mutual Termination Agreement is the result of negotiations between the Parties and that this Mutual Termination Agreement does not represent any binding or legal precedent on any party in any other matter. The Parties further recognize that this Mutual Termination Agreement has no effect on any agreement or either Party's rights under any agreement, other than the Exception Agreement, including but not limited to any other exception agreements or compensation and orderly transfer agreements between the Parties.
6. Miscellaneous.
  - (a) Entire Agreement and Modification. This Mutual Termination Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Mutual Termination Agreement and the Exception Agreement. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Mutual Termination Agreement or the Exception Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Mutual Termination 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.
  - (b) Severability. If any provision of this Mutual Termination 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 Mutual Termination Agreement, as the case may require, and this Mutual Termination 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.

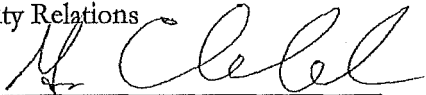
- (c) Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (d) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Mutual Termination Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Mutual Termination Agreement shall be shared equally among the Parties.
- (e) 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.
- (f) 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.

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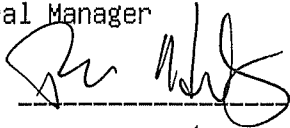
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written, and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed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

Northern States Power Company, A Minnesota Corporation	Minnesota Valley Electric Cooperative
Greg Chamberlain Regional Vice President, Government & Community Relations	Ryan Hentges General Manager
By: _____	By: _____
Date: _____	Date: _____
Stephen R. Foss Regional Vice President Distribution Operations	
By: 	
Date: <u>11/19/18</u>	

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

Northern States Power Company, A Minnesota Corporation	Minnesota Valley Electric Cooperative
Greg Chamberlain Regional Vice President, Government & Community Relations By:  Date: <u>11/19/18</u>	Ryan Hentges General Manager By: _____ Date: _____
Stephen R. Foss Regional Vice President Distribution Operations  By: _____ Date: _____	

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

Northern States Power Company, A Minnesota Corporation	Minnesota Valley Electric Cooperative
Greg Chamberlain Regional Vice President, Government & Community Relations  By: _____  Date: _____	Ryan Hentges General Manager  By: _____  Date: <u>11/19/18</u>
Stephen R. Foss Regional Vice President Distribution Operations  By: _____  Date: _____	



## CERTIFICATE OF SERVICE

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

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

xx electronic filing

**DOCKET No.      E002,124/SA-18-693**

Dated this 27th day of November 2018

/s/

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Carl Cronin  
Regulatory Case Specialist

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	OFF_SL_18-693_SA-18-693
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Mara	Ascherman	mara.k.ascherman@xcelenergy.com	Xcel Energy	414 Nicollet Mall Fl 5  Minneapolis, MN 55401	Electronic Service	No	OFF_SL_18-693_SA-18-693
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John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd.  St. Louis, MO 63119-2044	Electronic Service	No	OFF_SL_18-693_SA-18-693
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800  St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_18-693_SA-18-693

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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