



414 Nicollet Mall
Minneapolis, Minnesota 55401

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

November 2, 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
SERVICE AREA COMPENSATION AND ORDERLY TRANSFER AGREEMENTS AND
EXCEPTION AGREEMENTS BETWEEN XCEL ENERGY AND
MINNESOTA VALLEY ELECTRIC COOPERATIVE
DOCKET NO. E002,124/SA-18-____

Dear Mr. Wolf:

Enclosed is a Joint Petition submitted by Northern States Power Company, doing business as Xcel Energy, and Minnesota Valley Electric Cooperative seeking approval of three Compensation and Orderly Transfer Agreements and three Exception Agreements between the two parties.

The agreements included in this filing are as follows:

| | |
|-------------------|--|
| Schedule A | Compensation & Orderly Transfer Agreement-Victoria |
| Schedule B | Compensation & Orderly Transfer-Agreement-Cologne |
| Schedule C | Compensation & Orderly Transfer-Agreement-Savage |
| Schedule D | Exception Agreement-Cleveland |
| Schedule E | Exception Agreement-Elko New Market |
| Schedule F | Exception Agreement-Mayer/Waconia |

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 | Petition, pages 2-4 |
| Legal description of the property in question | Schedule A, page 2 Schedule B, page 2 Schedule C, page 2-3 Schedule D, page 2 Schedule E, page 2 Schedule F, page 2 |
| Explanation of why agreement is consistent with Minn. Stat. §216B.39 and §216B.40 | Petition, page 3 |
| Permanent boundary change or service by exception | Permanent (Schedules A, B and C) and Service by Exception (Schedules D, E and F), see Petition, page 3 |
| Compensation and Orderly Transfer Agreements | Schedule A Schedule B Schedule C |
| Exception Agreements | Schedule D Schedule E Schedule F |
| Digital or paper map | Schedule A, pages 9-11 Schedule B, pages 8-9 Schedule C, pages 9-11 Schedule D, pages 8-10 Schedule E, pages 8-10 Schedule F, pages 8-13 |

Customer Notice

Notices will be sent to the affected developers, landowners or customers (See Schedule G).

| Agreement | Customer class | Number of Sites | Date Notice Provided |
|------------------|---|------------------------|-----------------------------------|
| Schedule A | Residential lots (transferred to Xcel Energy) | 6 | Within 5 business days of filing. |
| Schedule A | Residential lots (transferred to Minnesota Valley Electric Cooperative) | 6 | Within 5 business days of filing. |

| | | | |
|------------|---|----|-----------------------------------|
| Schedule B | Residential lots (transferred to Xcel Energy) | 17 | Within 5 business days of filing. |
| Schedule B | Residential lots (transferred to Minnesota Valley) | 17 | Within 5 business days of filing. |
| Schedule C | Residential lots (transferred to Xcel Energy) | 3 | Within 5 business days of filing. |
| Schedule C | Residential lots (transferred to Minnesota Valley) | 3 | Within 5 business days of filing. |
| Schedule D | Commercial (Xcel Energy to serve by exception) | 1 | Within 5 business days of filing. |
| Schedule E | Residential (Xcel Energy to serve by exception) | 3 | Within 5 business days of filing. |
| Schedule F | Residential (Minnesota Valley to serve by exception) | 3 | Within 5 business days of filing. |

Utility Employee Responsible for Filing

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

Electronic Service

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

For Minnesota Valley Electric Cooperative:

Joe Green
Key Account Executive
Minnesota Valley Electric Cooperative
125 Minnesota Valley Electric Dr.
Jordan, MN 55352
joeg@mvec.net

For Xcel Energy:

Mara K. Ascheman
Senior Attorney
Xcel Energy
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
mara.k.ascheman@xcelenergy.com

Lynnette Sweet
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

GIS data

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

Schedules E and F to this filing contain private data on individuals, such as customer names and addresses. This information is non-public data under Minn. Stat. § 13.679, and for this reason we are making both public and non-public filings of this schedule. This information has been marked as Protected Data pursuant to Minn. R. 7829.0500.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies of the one-page Summary of Filing have been served on the parties on the attached service list.

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

Sincerely,

/s/

BRIDGET DOCKTER
MANAGER, POLICY & OUTREACH

Enclosures

c: Service List (Summary)
Joe Green, Minnesota Valley Electric Cooperative

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 THREE SERVICE
TERRITORY COMPENSATION AND
ORDERLY TRANSFER AGREEMENTS AND
THREE EXCEPTION AGREEMENTS
BETWEEN NORTHERN STATES POWER
COMPANY AND MINNESOTA VALLEY
ELECTRIC COOPERATIVE

DOCKET NO. E002,124/SA-18-____

PETITION

INTRODUCTION

Pursuant to Minn. Stat. §216B.39 and §216B.40 and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and Minnesota Valley Electric Cooperative (the Cooperative) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of three service territory Compensation and Orderly Transfer Agreements and three Exception Agreements (the Agreements) between Xcel Energy and Minnesota Valley Electric Cooperative.

The agreements included in this filing are as follows:

| | |
|-------------------|--|
| Schedule A | Compensation & Orderly Transfer Agreement-Victoria |
| Schedule B | Compensation & Orderly Transfer Agreement-Cologne |
| Schedule C | Compensation & Orderly Transfer Agreement-Savage |
| Schedule D | Exception Agreement-Cleveland |
| Schedule E | Exception Agreement-Elko New Market |
| Schedule F | Exception Agreement-Mayer/Waconia |

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. A summary of the filing has been served on all parties on Xcel Energy's miscellaneous electric 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 H.

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

Minnesota Valley Electric Cooperative
125 Minnesota Valley Electric Dr.
Jordan, MN 55352
(952) 492-8236

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

For Xcel Energy
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

For Minnesota Valley Electric Coop.
Paul R. Johnson
Attorney
Pemberton Law
203 22nd Avenue West
Alexandria, MN 56308
(320) 759-3143 ext. 310
p.johnson@pemplaw.com

C. Date of Filing

The date of this filing is November 2, 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.

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.

However, two parties may agree to modify the boundary between their service territories if they receive Commission approval after notice and hearing under Minn. Stat. §216B.39, or service by exception is consented to under Minn. Stat. §216B.40. As such, when two parties reach an agreement regarding a change in service territory boundaries, the agreement must be submitted to the Commission for its approval. The transfer agreements included with this petition (Schedules A, B and C) are consistent with Minn. Stat. §216B.39. They are permanent boundary changes agreed to by both utilities as shown in the agreements. The exception agreements included with this petition (Schedules D, E and F) are consistent with Minn. Stat. §216B.40. They are for service by exception.

E. Utility Employee Responsible for Filing

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

Joe Green
Key Account Executive
Minnesota Valley Electric Cooperative
125 Minnesota Valley Electric Dr.
Jordan, MN 55352
(952) 492-8236

V. MISCELLANEOUS INFORMATION

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

For Minnesota Valley Electric Cooperative:

Joe Green
Key Account Executive
Minnesota Valley Electric Cooperative
125 Minnesota Valley Electric Dr.
Jordan, MN 55352
joeg@mvec.net

For Xcel Energy:

Mara K. Ascheman
Senior Attorney
Xcel Energy
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
mara.k.ascheman@xcelenergy.com

Lynnette Sweet
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

Any information requests in this proceeding should be submitted to the Regulatory Records 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 service area Agreements between Xcel Energy and Minnesota Valley Electric Cooperative.

B. Affected Customers and Existing Facilities

1. Compensation and Orderly Transfer Agreements

a. Schedule A-Victoria

The lots at issue in this Agreement are under construction or were recently constructed. The Commission's approval of this Agreement will result in the transfer of service territory of 12 lots located in Carver County:

- 6 lots to Xcel Energy from the Cooperative and
- 6 lots from Xcel Energy to the Cooperative.

This transfer will make it easier and more cost effective to serve customers in the future.

b. Schedule B-Cologne

The lots at issue in this Agreement are under construction or were recently constructed. The Commission's approval of this Agreement will result in the transfer of service territory of 34 lots located in Carver County:

- 17 lots to Xcel Energy from the Cooperative and
- 17 lots from Xcel Energy to the Cooperative.

The electrical service installed on these 34 lots is consistent with the language of the Agreement (i.e., Xcel Energy will provide or currently provides electric service to the 17 lots it will receive under this Agreement; the Cooperative will provide or currently provides electric service to the 17 lots it will receive under this Agreement). Therefore, there are no existing customers affected.

c. Schedule C-Savage

The lots at issue in this Agreement are currently being served by the utility that they are permanently being transferred to, absent a written agreement. The Commission's approval of this Agreement will permanently transfer service territory for 6 lots located in Carver County:

- 3 lots to Xcel Energy from the Cooperative and
- 3 lots from Xcel Energy to the Cooperative.

The electrical service installed on these 6 lots is consistent with the language of the agreement (i.e., Xcel Energy provides electric service to the 3 lots it will receive under this Agreement; the Cooperative provides electric service to the 3 lots it will receive under this Agreement). Therefore, there are no existing customers affected.

2. Exception Agreements

a. Schedule D-Cleveland

The exception area is one commercial 1-phase tower site that is in close proximity to Xcel Energy's distribution facilities, but in the Cooperative's service territory in Le Sueur County. The Agreement allows Xcel Energy to provide service by exception to the site.

b. Schedule E-Elko New Market

The exception area included in this Agreement includes three residential sites that are in close proximity to Xcel Energy's distribution facilities, but in the Cooperative's service territory in Scott County. The

Agreement allows Xcel Energy to provide service by exception to these three residential sites.

c. Schedule F-Mayer

The exception area included in this Agreement includes three residential sites that are in close proximity to Minnesota Valley Electric Cooperative's distribution facilities, but in the Xcel Energy's service territory in Carver County. The Agreement allows the Cooperative to provide service by exception to these three residential sites.

We have provided, as Schedule G to this Petition, copies of the letters that will be sent to the developers providing information related to this proceeding.

C. Attached Documents

- Schedule A: Compensation and Orderly Transfer Agreement-Victoria
- Schedule B: Compensation and Orderly Transfer Agreement-Cologne
- Schedule C: Compensation and Orderly Transfer Agreement-Savage
- Schedule D: Exception Agreement-Cleveland
- Schedule E: Exception Agreement-Elko New Market
- Schedule F: Exception Agreement-Mayer/Waconia
- Schedule G: Letters to customers
- Schedule H: Proposed Hearing Notice

CONCLUSION

For the reasons contained herein, we respectfully request the Commission approve the Agreements between Xcel Energy and Minnesota Valley Electric Cooperative.

Dated: November 2, 2018

Northern States Power Company

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 THREE SERVICE
TERRITORY COMPENSATION AND
ORDERLY TRANSFER AGREEMENTS AND
THREE EXCEPTION AGREEMENTS
BETWEEN NORTHERN STATES POWER
COMPANY AND MINNESOTA VALLEY
ELECTRIC COOPERATIVE

DOCKET NO. E002,124/SA-18-____

SUMMARY

Summary of Filing

Please take notice that on November 2, 2018, Northern States Power Company, doing business as Xcel Energy, and Minnesota Valley Electric Cooperative (the Cooperative) filed with the Minnesota Public Utilities Commission a joint petition for approval of three Service Territory Compensation and Orderly Transfer Agreements and three Exception Agreements between Xcel Energy and the Cooperative. The Compensation and Orderly Transfer Agreements will transfer the service territory for 52 residential lots in Carver County between Xcel Energy and the Cooperative (26 to Xcel Energy and 26 to the Cooperative). The Exception Agreements will result in Xcel Energy serving three residential customers (in Scott County) and one commercial customer (in Le Sueur County) in the Cooperative's service area and the Cooperative will serve three residential customers (in Carver County) in Xcel Energy's service area.

COMPENSATION AND ORDERLY TRANSFER AGREEMENT
between
NORTHERN STATES POWER COMPANY,
a Minnesota corporation
and the
MINNESOTA VALLEY ELECTRIC COOPERATIVE

This agreement entered into this 2nd day of October, 2018, (the "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 Minn. Stat. § 216B.02, subdivision 4.

B. Minnesota Valley Electric Cooperative (the "Cooperative") owns and operates an electric distribution system as a cooperative association formed pursuant to the provisions of Minn. Stat. Chapter § 308A.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "Commission") and Minn. Stat. § 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. The parties wish to transfer 6 lots in the Whispering Hills Phase Two Development, in Victoria that are currently in Xcel Energy's service territory to the Cooperative, and transfer 6 lots in the Whispering Hills Phase One Development, in Victoria that are currently in the Cooperative's territory to Xcel Energy.

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

1. Scope of Agreement:

Transfer to Xcel Energy from the Cooperative: Lots 16, 15, 14, 13, 12, and 11, of Block 14 of the Whispering Hills Phase One in Victoria. (See Attachments 1 and 2.)

Transfer to the Cooperative from Xcel Energy: Lots 6, 5, 4, 3, 2, and 1, of Block 2 of the Whispering Hills Phase 2 in Victoria, (See Attachments 1 and 2.)

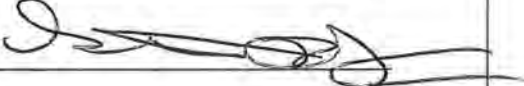
2. Transfer of Existing Facilities and Customers: No existing customers will be affected by this transfer. This transfer will make it easier and more cost effective to serve customers in the future.
3. Compensation: The Parties agree that no compensation is due for the Service Areas.
4. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare and file a Joint Petition to the Commission by the Parties to approve the transfer of the documented Service Area territory, along with this Agreement as evidence of the Parties' resolution of compensation. Upon receiving a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by a duly authorized representative. Upon the signature of the Joint Petition by the duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.

7. Miscellaneous.

- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the transfer area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed 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.
- (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) Severability. 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.
- (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 and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

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

| | |
|--|---|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN Date: _____ By: _____ | Ryan Hentges General Manager Date: _____ By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations Date: <u>10/1/18</u> By:  | |

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.

| | |
|--|---|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN Date: <u>10/2/18</u> By: <u>[Signature]</u> | Ryan Hentges General Manager Date: _____ By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations Date: _____ By: _____ | |

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.

| | |
|--|--|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN | Ryan Hentges General Manager |
| Date: _____ | Date: <u>9/20/18</u> |
| By: _____ | By: <u>[Signature]</u> |
| Stephen R. Foss Regional Vice President Distribution Operations | |
| Date: _____ | |
| By: _____ | |

Attachment 1

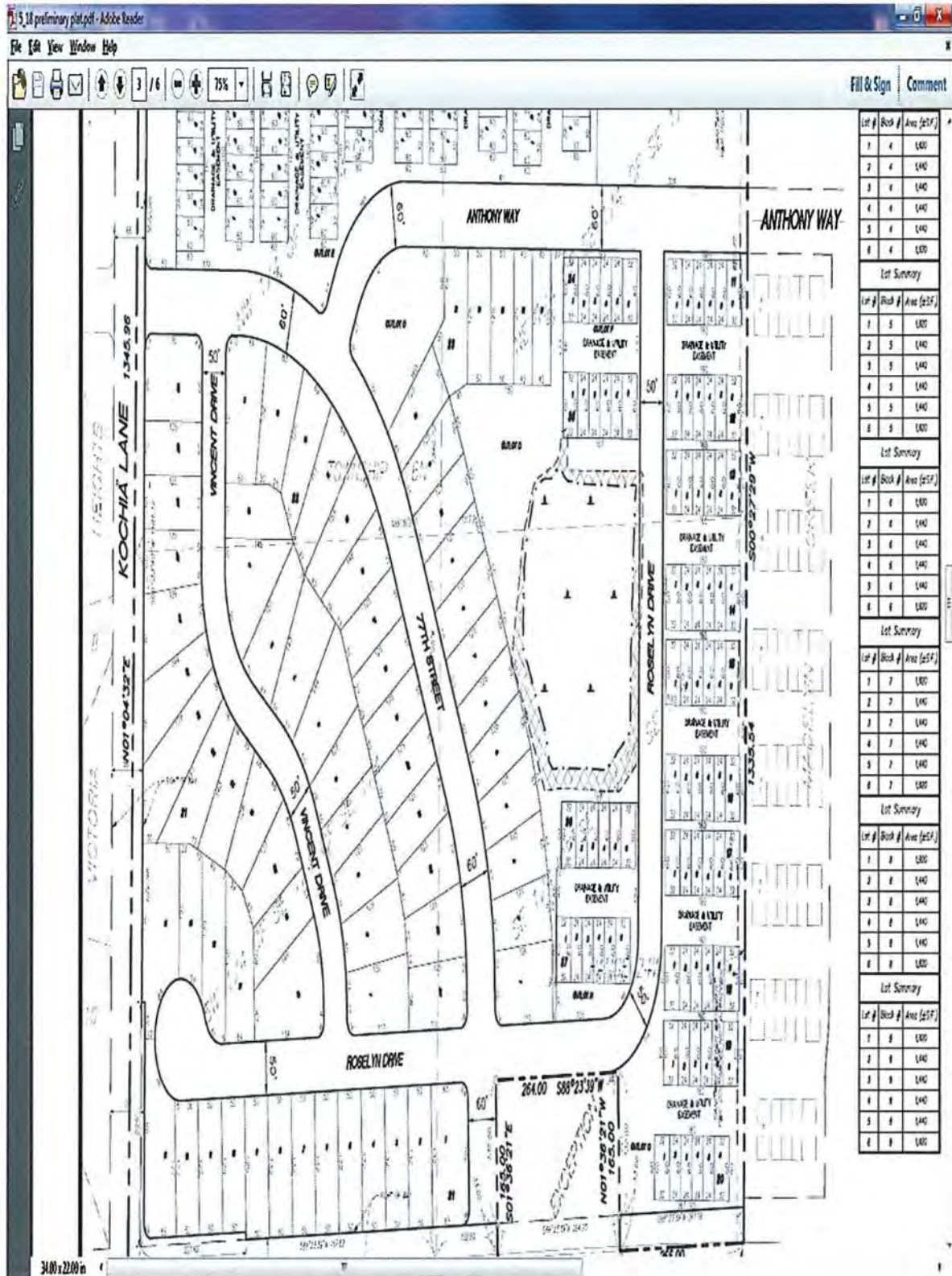
Transfer to Xcel Energy from Cooperative: Lots 16, 15, 14, 13, 12 and 11, of Block 14 of the Whispering Hills Phase One.

(The current territory line is in light blue and the newly agreed to territory line is in dark blue.)

Transfer to the Cooperative from Xcel Energy: Lots 6, 5, 4, 3, 2 and 1, of Block 2 of the Whispering Hills Phase Two in Victoria.

(The current territory line is in light blue and the newly agreed to territory line is in dark blue.)

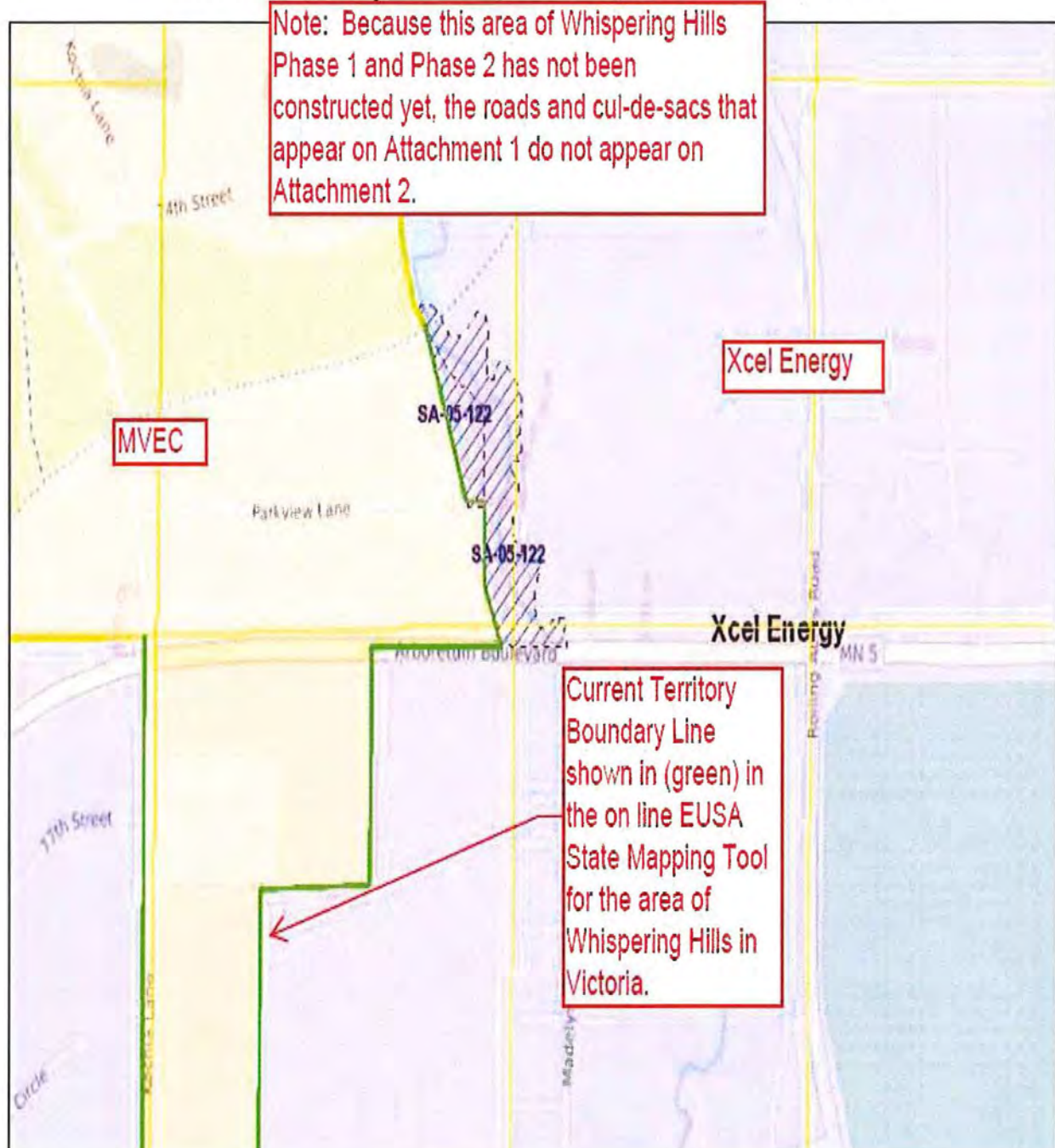
(See pages 7, 8 and 9 for maps.)



Attachment 2

The current Territory Boundary Line as it shows on the State EUSA Map currently in the area of the Whispering Hills in Victoria, MN.

Electric Utility Service Areas, Minnesota, 2013



**COMPENSATION AND ORDERLY TRANSFER AGREEMENT
BETWEEN
NORTHERN STATES POWER COMPANY,
a Minnesota corporation
and the
MINNESOTA VALLEY ELECTRIC COOPERATIVE**

This agreement entered into this 2nd day of October, 2018, (the "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 Minn. Stat. § 216B.02, subdivision 4.

B. Minnesota Valley Electric Cooperative (the "Cooperative") owns and operates an electric distribution system as a cooperative association formed pursuant to the provisions of Minn. Stat. Chapter § 308A.

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "Commission") and Minn. Stat. § 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. The parties wish to transfer 17 lots in the Village at Cologne North, Phase 1 in Cologne that are currently in Xcel Energy's service territory to the Cooperative, and transfer 17 lots in the Village at Cologne North, Phase 1 in Cologne that are currently in the Cooperative's territory to Xcel Energy.

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

1. Scope of Agreement:

Transfer to Xcel Energy from the Cooperative:

Lots 1, 2, 3, 4, 5, 6 and 7 of Block 6 of The Village at Cologne North and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 3 of The Village at Cologne North 2nd Addition and Lots 8 and 9 of Block 2 of the Village at Cologne North 2nd Addition, Phase 1 in Cologne. (See Attachments 1 and 2.)

Transfer to the Cooperative from Xcel Energy

Lots 1, 2, 3 and 4 of Block 1 of The Village at Cologne North and Lots 1, 2, 3, and 4 of Block 1 of The Village at Cologne North 2nd Addition and Lots 5, 6, 7, and 8 of Block 1 of The Village of Cologne North 2nd Addition and Lots 1, 2, 3, 4, and 5 of Block 2 of The Village at Cologne North, Phase 1 in Cologne.

(See Attachments 1 and 2.)

2. Transfer of Existing Facilities and Customers: No existing customers will be affected by this transfer. This transfer will make it easier and more cost effective to serve customers now and in the future.
3. Compensation: The Parties agree that no compensation is due for the Service Areas.
4. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare and file a Joint Petition to the Commission by the Parties to approve the transfer of the documented Service Area territory, along with this Agreement as evidence of the Parties' resolution of compensation. Upon receiving a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by a duly authorized representative. Upon the signature of the Joint Petition by the

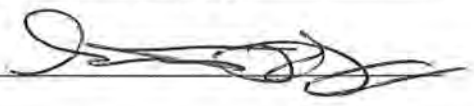
duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.

7. Miscellaneous.

- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the transfer area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed 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.
- (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) Severability. 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.
- (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 and Electronic Signatures. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

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

| | |
|---|---------------------------------------|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN | Ryan Hentges General Manager |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations | |
| Date: <u>10/1/18</u> | |
| By:  | |

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.

| | |
|---|---------------------------------------|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN | Ryan Hentges General Manager |
| Date: <u>10/2/18</u> | Date: _____ |
| By: <u>[Signature]</u> | By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations | |
| Date: _____ | |
| By: _____ | |

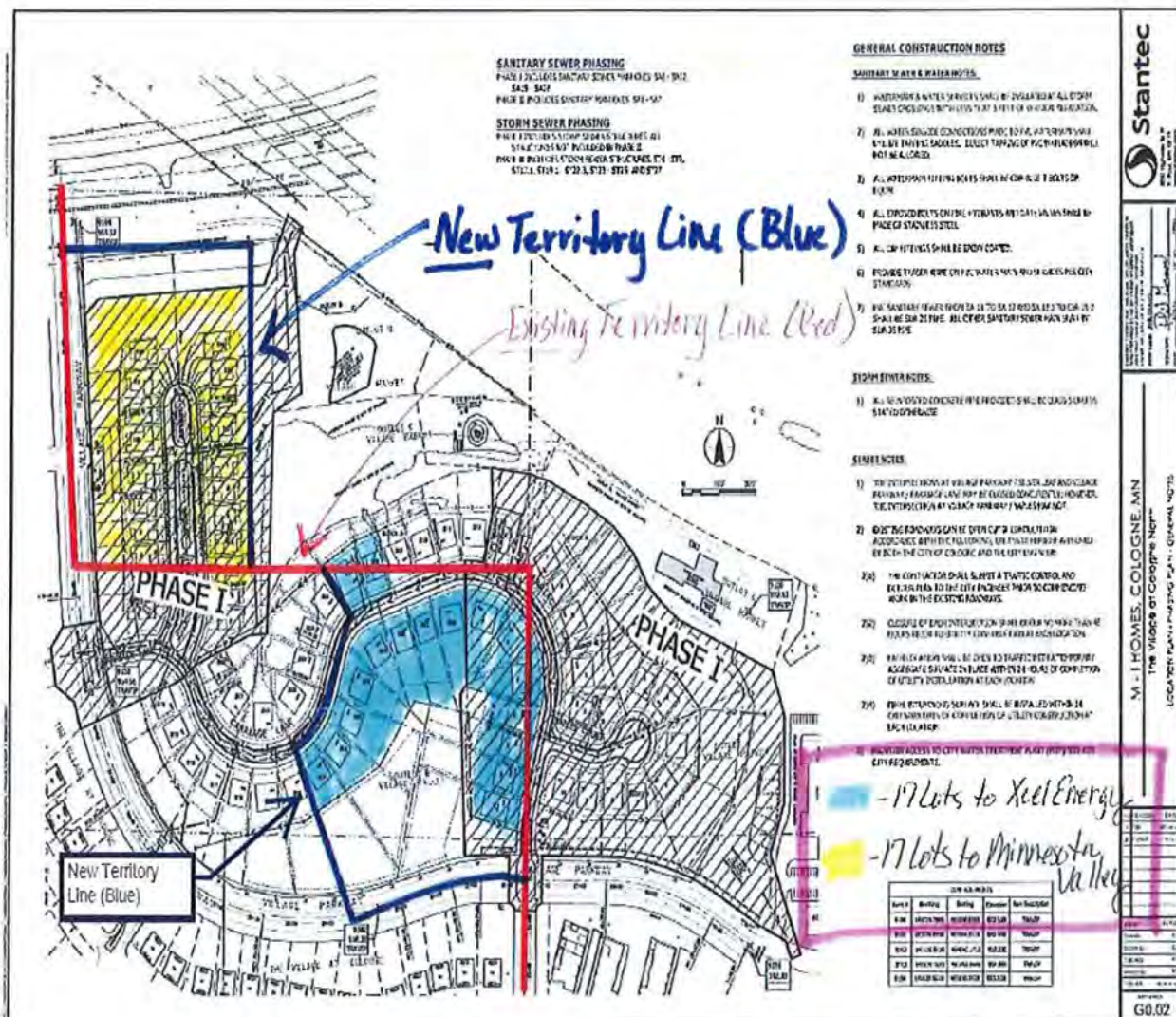
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed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

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|--|--|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN | Ryan Hentges General Manager |
| Date: _____ | Date: <u>9/20/18</u> |
| By: _____ | By: <u>[Signature]</u> |
| Stephen R. Foss Regional Vice President Distribution Operations | |
| Date: _____ | |
| By: _____ | |

Transfer to Xcel Energy from the Cooperative:

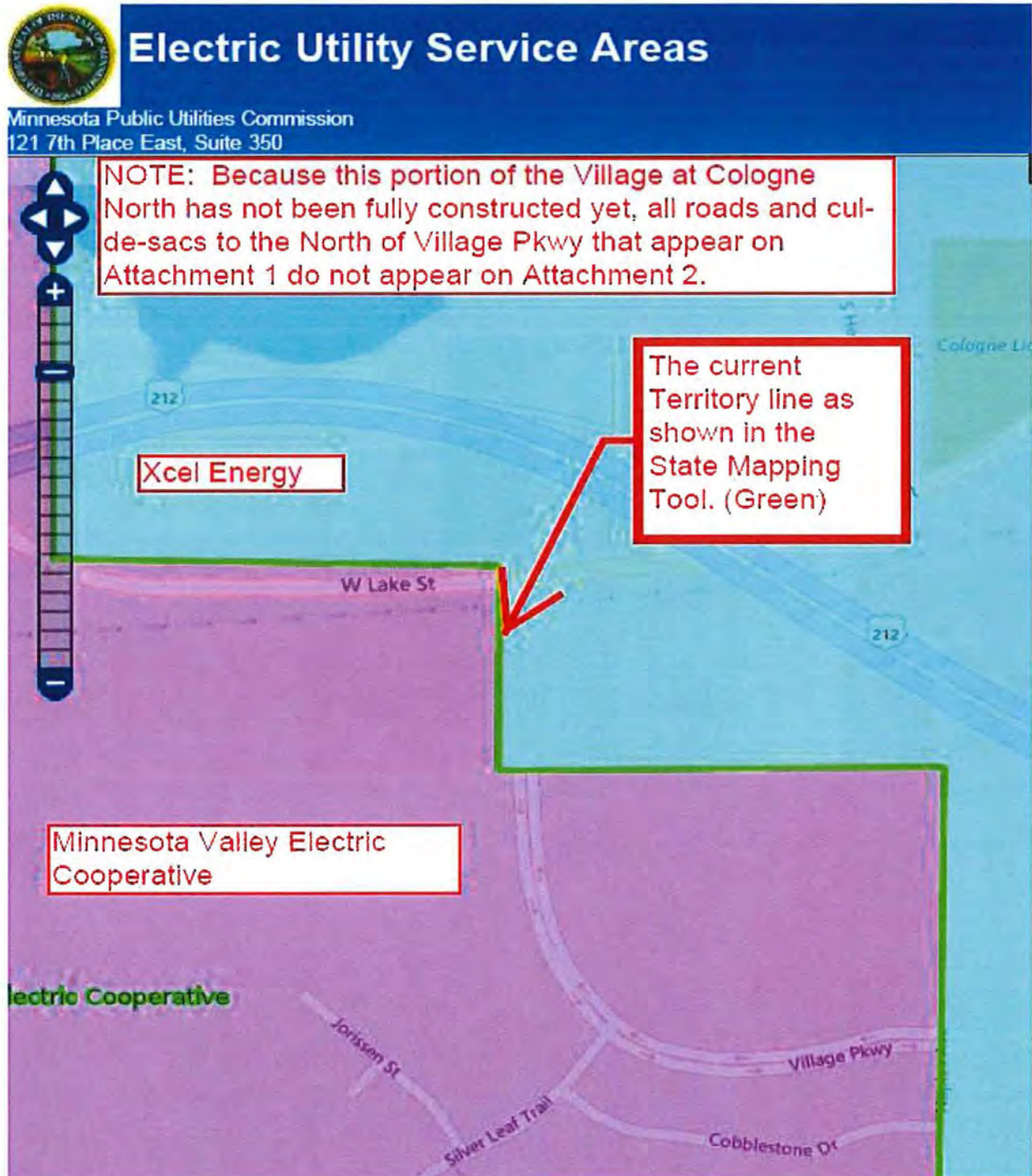
Transfer to the Cooperative from Xcel Energy:

Lots 1, 2, 3 and 4 of Block 1 of The Village at Cologne North and Lots 1, 2, 3 and 4 of Block 1 of The Village at Cologne North 2nd Addition and Lots 5, 6, 7 and 8 of Block 1 of The Village of Cologne North 2nd Addition and Lots 1, 2, 3, 4 and 5 of Block 2 of The Village at Cologne North, Phase 1 in Cologne.



ATTACHMENT 2

The current Territory Boundary Line as shown on the State EUSA Map in the area of the Village of Cologne.



COMPENSATION AND ORDERLY TRANSFER AGREEMENT**between****NORTHERN STATES POWER COMPANY****A Minnesota corporation****and****MINNESOTA VALLEY ELECTRIC COOPERATIVE**

This agreement entered into this 1st day of August, 2018, (the "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 Minn. Stat. § 216B.02, subd. 4.

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

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "Commission") and Minn. Stat. § 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. The Parties wish to transfer three (3) lots in the Pham addition in Savage that is currently in the Cooperative's service territory to Xcel Energy, and transfer three (3) lots in the Sauter Addition in Savage that is currently in Xcel Energy's territory to the Cooperative, as reflected in Attachments 1, and 2.

E. Because the Parties wish to: (1) encourage coordinated statewide electric service; (2) avoid unnecessary duplication of electric utility facilities; (3) promote economical, efficient, and adequate electric service to the public; and (4) promote clarity and certainty. The lots at issue are already being served by the electric provider contemplated in this Agreement, so no customers will experience a change in service

providers as a result of this Agreement. The lots shown in this agreement are already being served by the correct provider.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows: (see Attachments 1 and 2)

1. Scope of Agreement: The scope of this Agreement is limited to the areas identified as follows:

Transfer to Xcel Energy from the Cooperative:

14247 Allen Drive, Savage, Minnesota

Section 29 Township 115 Range 021
P/O NW1/4 NE1/4 COM N1/4 COR, E 1401.9'
TO CL CO RD 94, SW ALONG CL 543.05',
SW ALONG CL 430', NW 208' TO POB, NW
16.08 NW 212.25', NE 124.73', SE 260.77' TO
INT LINE NE FROM POB, SW 125' TO POB.

14233 Allen Drive, Savage, Minnesota

Subdivision Name PHAM ADDN Lot 002 Block
001 Subdivision Cd 26407
Section 29 Township 115 Range 021

14225 Allen Drive, Savage, Minnesota

Subdivision Name PHAM ADDN Lot 001 Block
001 Subdivision Cd 26407
Section 29 Township 115 Range 021

Transfer to the Cooperative from Xcel Energy:**14366 Allen Blvd S., Savage, Minnesota**

1.25 Acres

Section 29 Township 115 Range 021

P/O NW1/4 NE1/4 COM NW COR, SE 873'

TO POB, SE 135.57', SE 208' TO CL CO RD

94, SW TO SW COR, N TO POB

14344 Allen S. Blvd, Savage, Minnesota

Section 29 Township 115 Range 021

P/O NW1/4 NE1/4 COM N1/4 COR, E

1401.9', SW 543.05', SW 740' SW 250' TO

POB, NW 208', NE 140', SE 208', SW 140' TO POB

14290 Allen Drive, Savage, Minnesota

Block 001 Lot 001 Subdivision Cd 26467

Subdivision Name SAUTER ADDN

2. Exchange of existing facilities and customers: With this Agreement, and modification in the service territories, no existing facilities will be transferred, and there are no existing customers who will be affected.
3. Compensation: The Parties agree that no compensation is due for the exchange of service territory identified in this Agreement.
4. Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.


6. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare and file a Joint Petition to the Commission by the Parties to modify the Service Area boundary, along with this Agreement as evidence of the Parties' resolution of compensation. Upon drafting of such Joint Petition, other Party shall retain the right to review Joint Petition prior to signature of said document by duly authorized representative. Upon the signature of the Joint Petition by the duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.

7. Miscellaneous.


- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties regarding the scope of the Agreement and appropriate compensation for the service area. All previous communications, or agreements, between the Parties, 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.
- (b) Assignment. None of the Parties shall assign this Agreement, voluntarily, involuntarily or by operation of law, without the prior written consent of the other.
- (c) Severability. 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.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

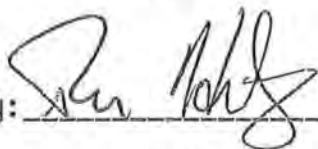
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.

| | |
|---|---|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN By: _____ Date: _____ | Ryan Hentges General Manager By: _____ Date: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations By:  Date: <u>8/1/18</u> | |

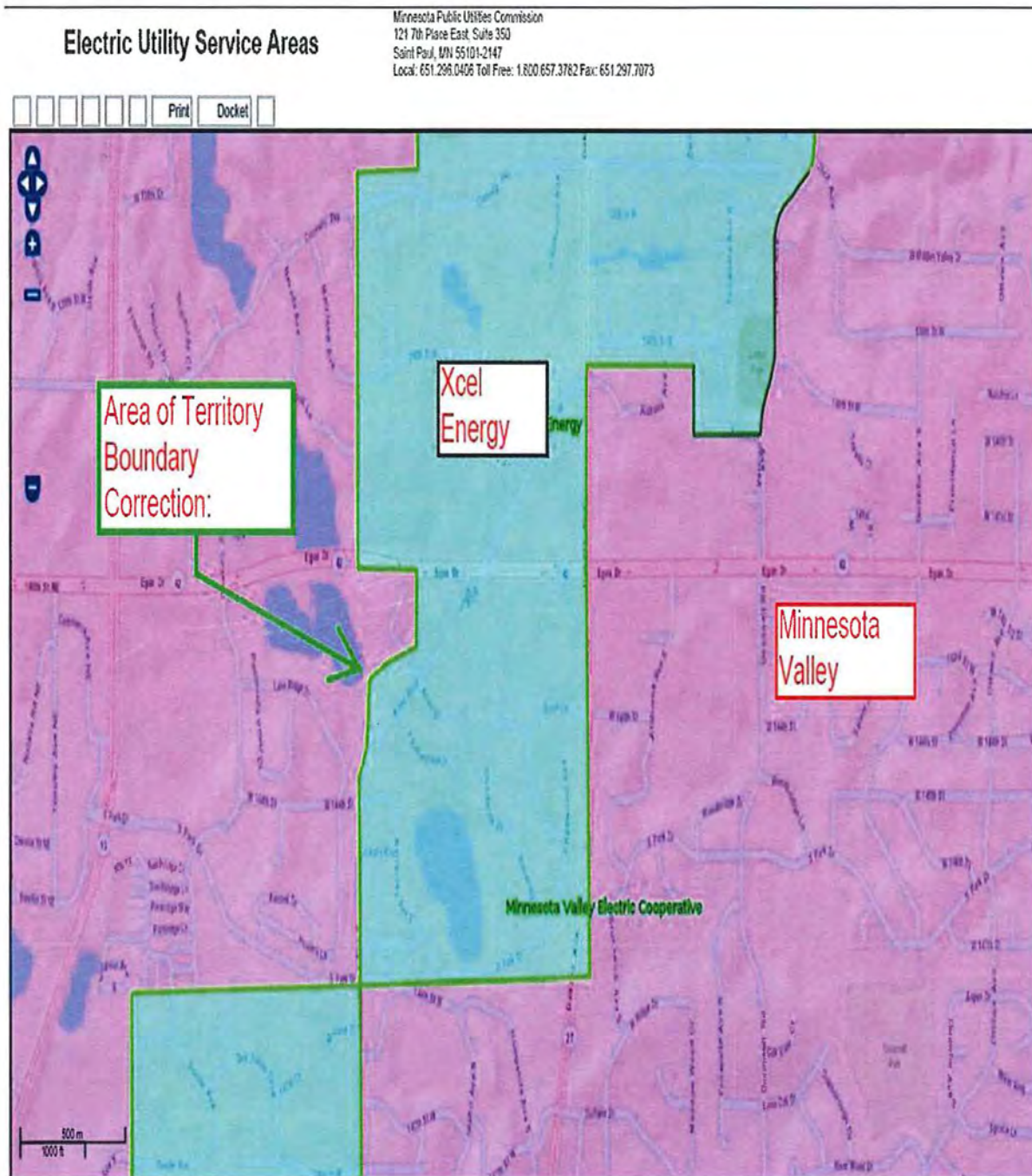
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions of expressed hereby.

| | |
|--|---|
| Northern States Power Company, A Minnesota corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain Regional Vice President NSP-MN By: <u></u> Date: <u>7/31/18</u> | Ryan Hentges General Manager By: _____ Date: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations By: _____ Date: _____ | |

IN WITNESS WHEREOF, the Parties 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.

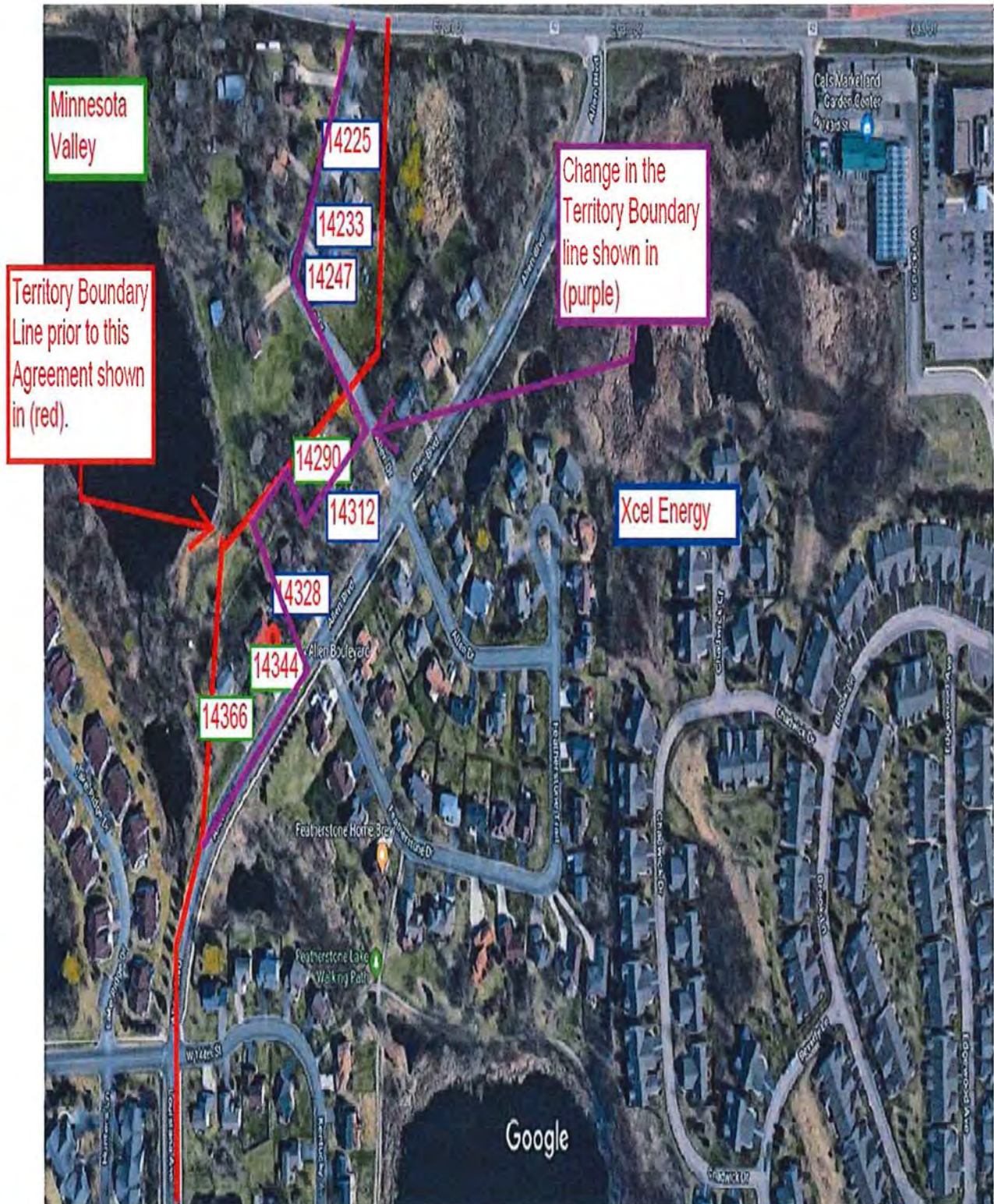
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|--|---|
| <p>Greg Chamberlain Regional Vice President NSP-MN</p> <p>By: _____</p> <p>Date: _____</p> | <p>Ryan Hentges General Manager</p> <p>By:  _____</p> <p>Date: <u>7/19/18</u> _____</p> |
| <p>Stephen R. Foss Regional Vice President Distribution Operations</p> <p>By: _____</p> <p>Date: _____</p> | |

Attachment 1 – EUSA Map – agreement between Xcel Energy and Minnesota Valley Electric Cooperative, located in Township 115N Range 21W Section 29 in the NE quadrant of Scott County.



Attachment 2 – The Territory Boundary Change per this Agreement between Xcel Energy and Minnesota Valley Electric Cooperative, located in Township 115N Range 21W Section 29 in the NE quadrant of Scott County.





**EXCEPTION AGREEMENT BETWEEN
NORTHERN STATES POWER COMPANY**

A Minnesota Corporation

And The

MINNESOTA VALLEY ELECTRIC COOPERATIVE

This agreement entered into this 20th day of October, 2017, (the "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. In the Cooperative's Le Sueur County service territory is one (1) commercial 1-phase Verizon Wireless tower site within close proximity to the Xcel Energy's distribution facilities. The one (1) commercial 1-phase Verizon tower site (the "exception area") is further shown on Attachment 1 to this Agreement.

E. The Parties have come to a mutual agreement that will allow Xcel Energy to provide service by exception to one (1) commercial 1-phase Verizon Wireless tower site location within the exception area.

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

1. Scope of Agreement. The scope of this Agreement is limited to the one (1) commercial 1-phase Verizon Wireless tower service located in Le Sueur County within the exception area to be served by exception from Xcel Energy more specifically identified on Attachment 1 and is further described as:

This site is located in Le Sueur County at 7th Street S. Cleveland, Minnesota 56017 in the NW 1/4 of the SE 1/4, of Section 21, Township 110 Range 25 at approximately 800 7th Street S in Cleveland, Minnesota.

2. Existing customers. The Parties acknowledge that there are currently no existing customers of Xcel Energy located within the exception area that would be affected by this Agreement
3. Compensation. The Parties agree that no compensation is owed to Cooperative by Xcel Energy for the limited right to serve customers by exception in the exception area.
4. Future Service Rights. The Parties acknowledge that the limited right to serve by exception the exception area as contemplated in this Agreement does not convey permanent rights to serve the exception area. In the event that the Cooperative chooses to exercise its right to serve the exception area in the future, the Parties agree to the following:
 - a. Notice. The Cooperative will give Xcel Energy ninety (90) days written notice of its intent to provide service to the exception area.
 - b. Compensation for Facilities. The Cooperative will pay to the Xcel Energy the net book value (original cost depreciated) of the service facilities in place in the exception area at the time of the notice referenced in Section 4 (a) (above) as compensation. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of property was initially purchased.

- c. Lost Revenue. The Parties acknowledge that no compensation was paid by Xcel Energy to the Cooperative for the limited right to serve by exception, and agree that no compensation will be owed by Xcel Energy to the Cooperative in the future for lost revenue related to existing or future customers in the exception area.
 - d. Agreement in Writing. The Parties will memorialize their agreement on reasonable compensation terms in writing, and file the agreement with the Commission.
 - e. Resolution. In the event that the Parties cannot agree on reasonable compensation terms within ninety (90) days of the notice referenced in Section 4(a) (above), the issue of compensation will be submitted to the Commission for resolution.
 - f. Late Charges. If either party 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.
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 that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
8. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to approve the service by exception in the exception area, along with this

Agreement. Upon receiving a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by a duly authorized representative. Upon the signature of the Joint Petition by the duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.

9. Miscellaneous.

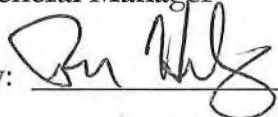
- (a) Entire Agreement and Modification. This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the exception area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed 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.
- (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) Severability. 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.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

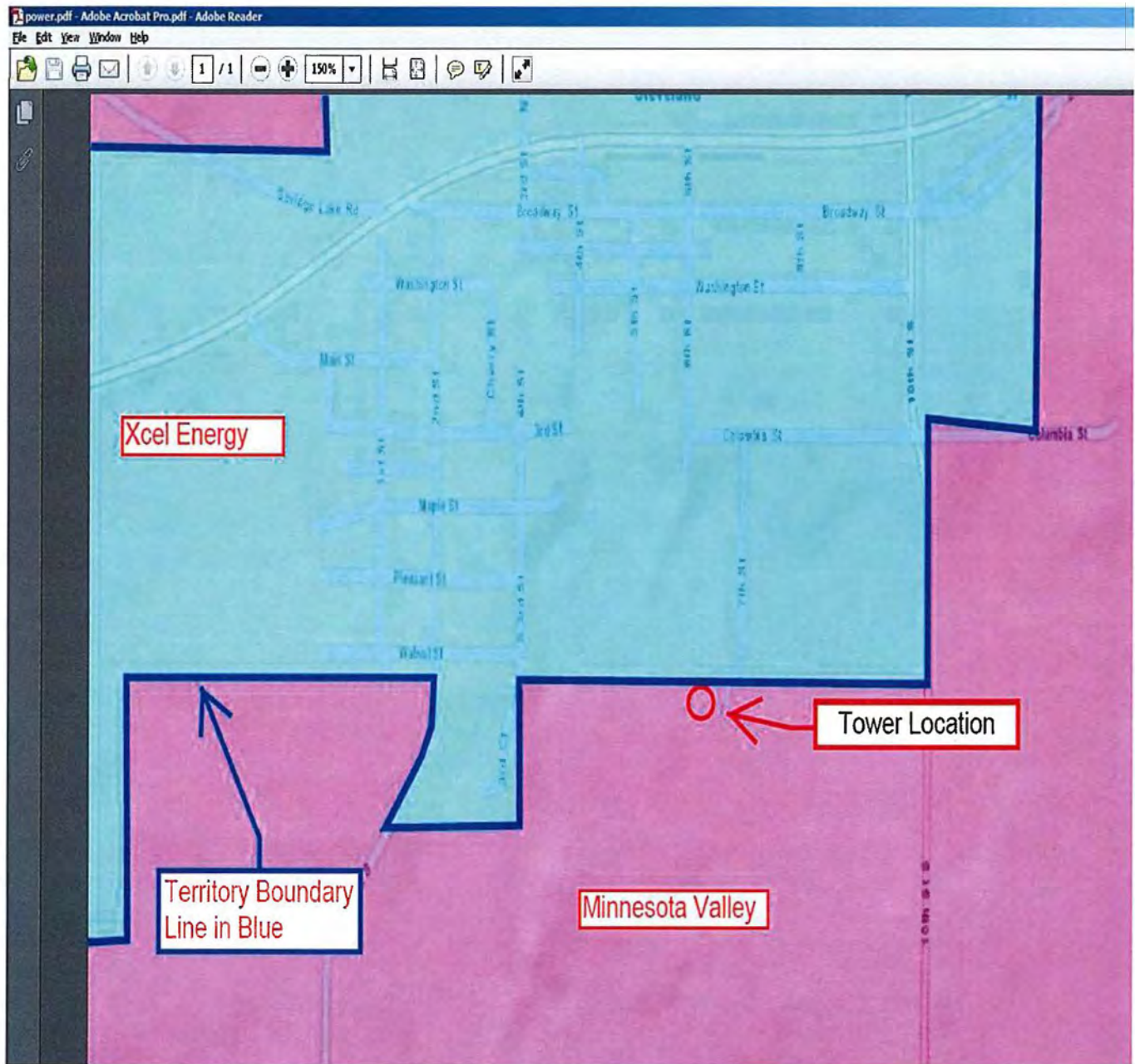
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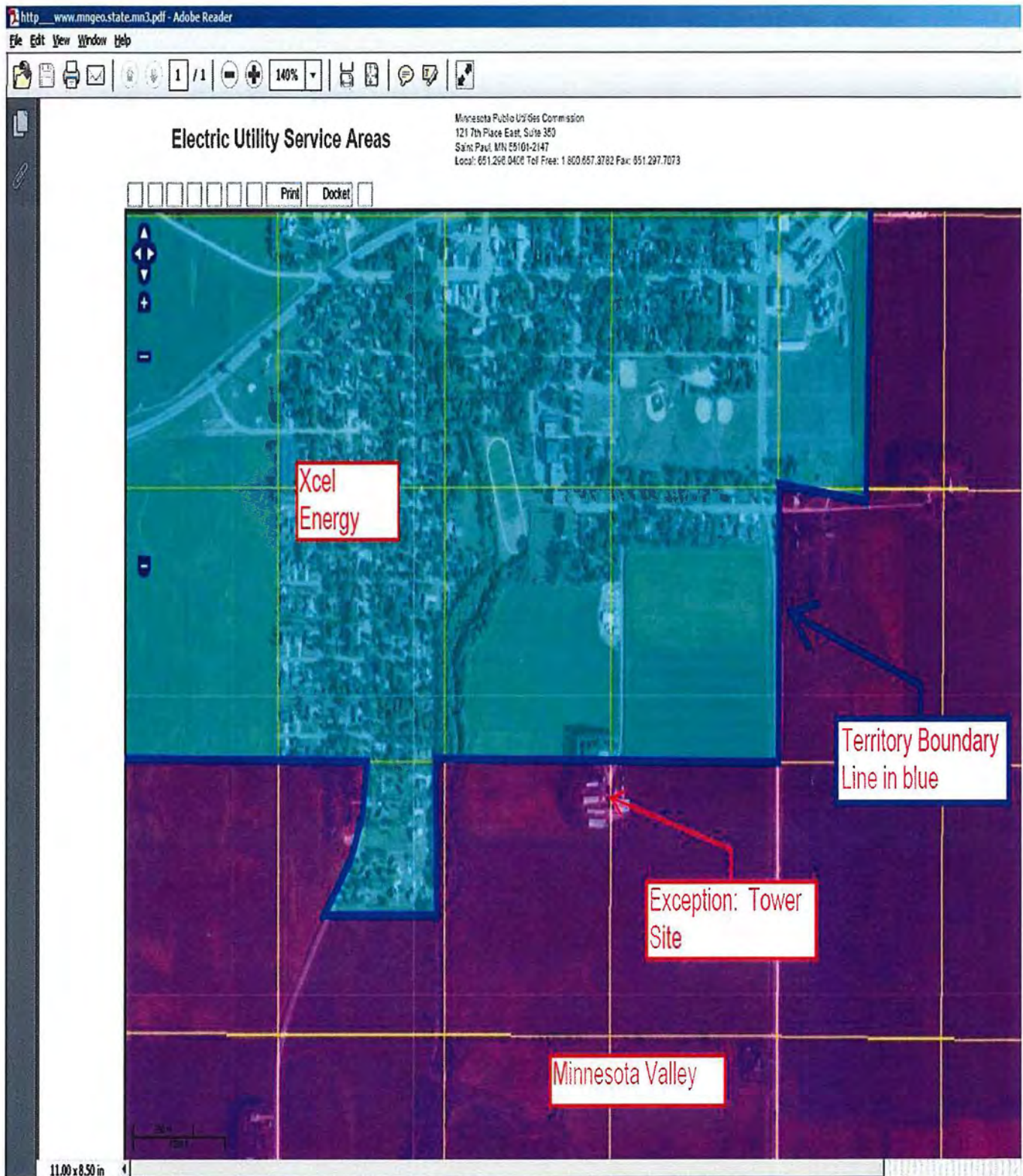
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|---|---|
| Northern States Power Company, A Minnesota Corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain <i>Laura McCarten</i> NSP-MN By: <u><i>Laura McCarten</i></u> Date: <u><i>Oct. 20, 2017</i></u> | Ryan Hentges General Manager By: _____ Date: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations By: <u><i>[Signature]</i></u> Date: <u><i>8/28/17</i></u> | |

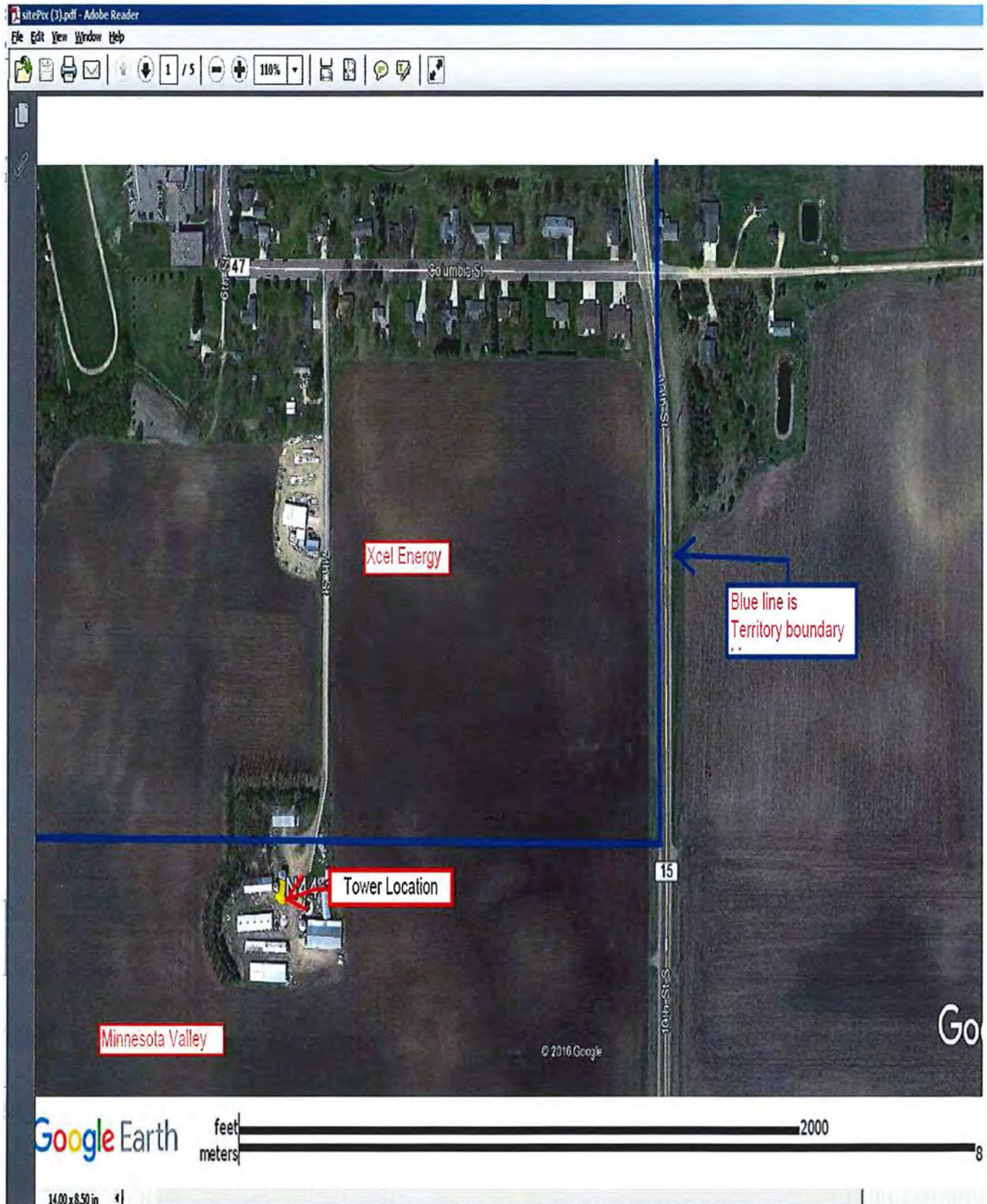
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| | |
|---|--|
| Northern States Power Company, A Minnesota Corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain NSP-MN By: _____ Date: _____ | Ryan Hentges General Manager By:  Date: <u>8/15/17</u> |
| Stephen R. Foss Regional Vice President Distribution Operations By: _____ Date: _____ | |

Attachment 1: One (1) commercial 3-phase Verizon tower service being served by Xcel Energy by Exception. Located in Le Sueur County, Cleveland, Minnesota.







**EXCEPTION AGREEMENT BETWEEN
NORTHERN STATES POWER COMPANY
A Minnesota Corporation
And The
MINNESOTA VALLEY ELECTRIC COOPERATIVE**

This agreement entered into this 14th day of November, 2017, (the "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 Statute § 216B.02, subdivision 4.

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

C. Pursuant to the electric service area assignments of the Minnesota Public Utilities Commission (the "Commission") and Minnesota Statute § 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. In the Cooperative's Scott County service territory are three (3) residential sites within close proximity to Xcel Energy's distribution facilities. These residential sites (the "exception area") are further shown on Attachment 1 to this Agreement.

E. The Parties have come to a mutual agreement that will allow Xcel Energy to provide service by exception to three (3) residential locations within the exception area..

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

1. Scope of Agreement. The scope of this Agreement is limited to the three (3) residential service locations in Scott County within the exception area served by Xcel Energy more specifically identified on Attachment 1 and is further described as:

[REDACTED], Elko New Market, Minnesota 55020

Section 27 Township 113 Range 021 Subdivision Name
MAHONEY'S ELKO ADDN-MERGED W/NMC Lot 004 Block
001 Subdivision Cd 23043

[REDACTED], Elko New Market, Minnesota 55020

Section 27 Township 113 Range 021 Subdivision Name
MAHONEY'S ELKO ADDN-MERGED W/NMC Lot 003 Block
001 Subdivision Cd 23043

[REDACTED], Elko New Market, Minnesota 55020

Section 27 Township 113 Range 021 Subdivision Name
MAHONEY'S ELKO ADDN-MERGED W/NMC Lot 002 Block
001 Subdivision Cd 23043

2. Existing customers. The Parties acknowledge that there are currently no existing customers of Xcel Energy located within the exception area that would be affected by this Agreement
3. Compensation. The Parties agree that no compensation is owed to the Cooperative by Xcel Energy for the limited right to serve customers by exception in the exception area.
4. Future Service Rights. The Parties acknowledge that the limited right to serve by exception the exception area as contemplated in this Agreement does not convey permanent rights to serve the exception area. In the event that the Cooperative chooses to exercise its right to serve the exception area in the future, the Parties agree to the following:

- a. Notice. The Cooperative will give Xcel Energy ninety (90) days written notice of its intent to provide service to the exception area.
- b. Compensation for Facilities. The Cooperative will pay to the Xcel Energy the net book value (original cost depreciated) of the service facilities in place in the exception area at the time of the notice referenced in Section 4 (a) (above) as compensation. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of property was initially purchased.
- c. Lost Revenue. The Parties acknowledge that no compensation was paid by Xcel Energy to the Cooperative for the limited right to serve by exception, and agree that no compensation will be owed by Xcel Energy to the Cooperative in the future for lost revenue related to existing or future customers in the exception area.
- d. Agreement in Writing. The Parties will memorialize their agreement on reasonable compensation terms in writing, and file the agreement with the Commission.
- e. Resolution. In the event that the Parties cannot agree on reasonable compensation terms within ninety (90) days of the notice referenced in Section 4(a) (above), the issue of compensation will be submitted to the Commission for resolution.
- f. Late Charges. If either party fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.


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 that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
8. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties for approval of the service by exception in the exception area, along with this Agreement. Upon receiving a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by a duly authorized representative. Upon the signature of the Joint Petition by the duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.
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 exception area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed 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.
 - (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) Severability. 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.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
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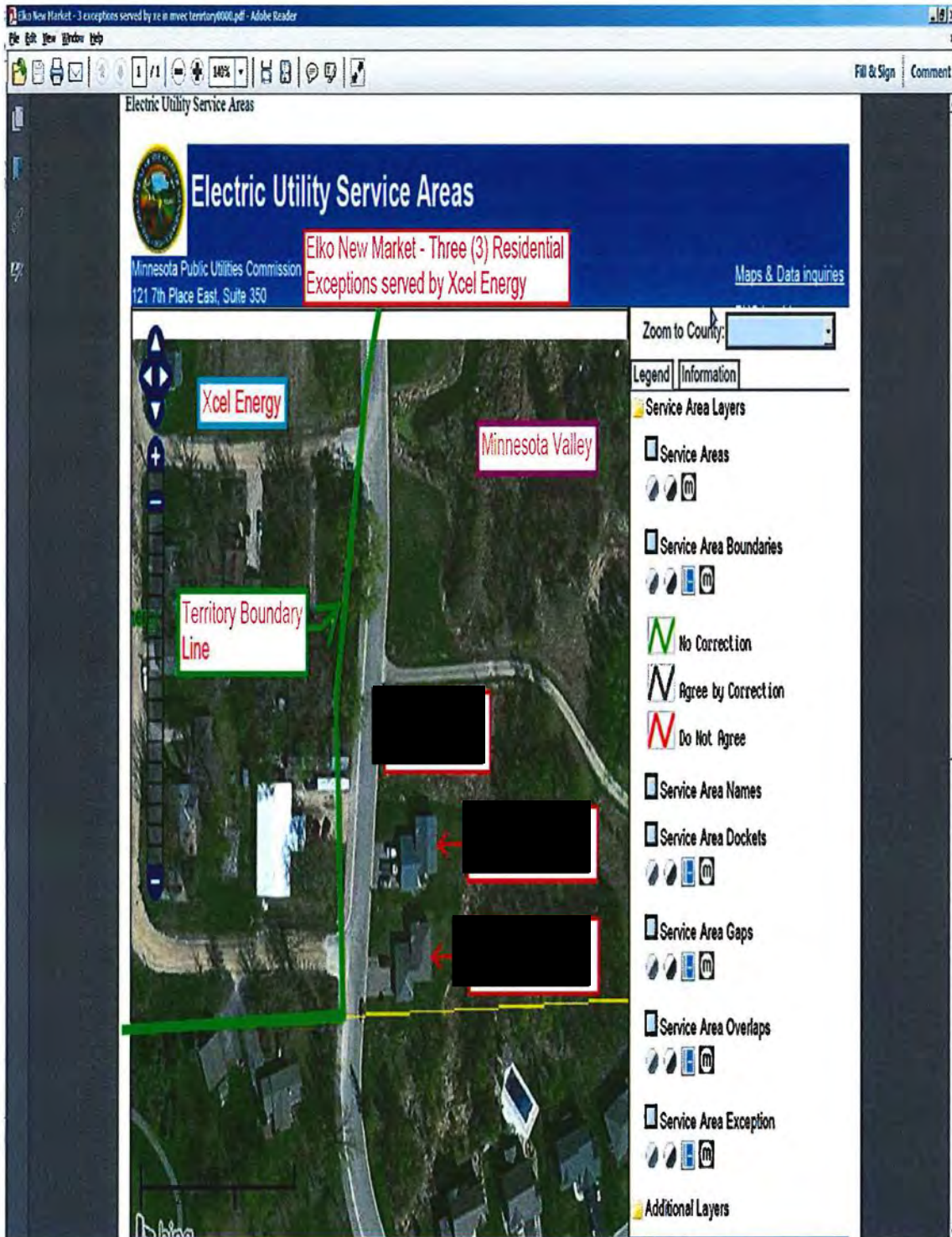
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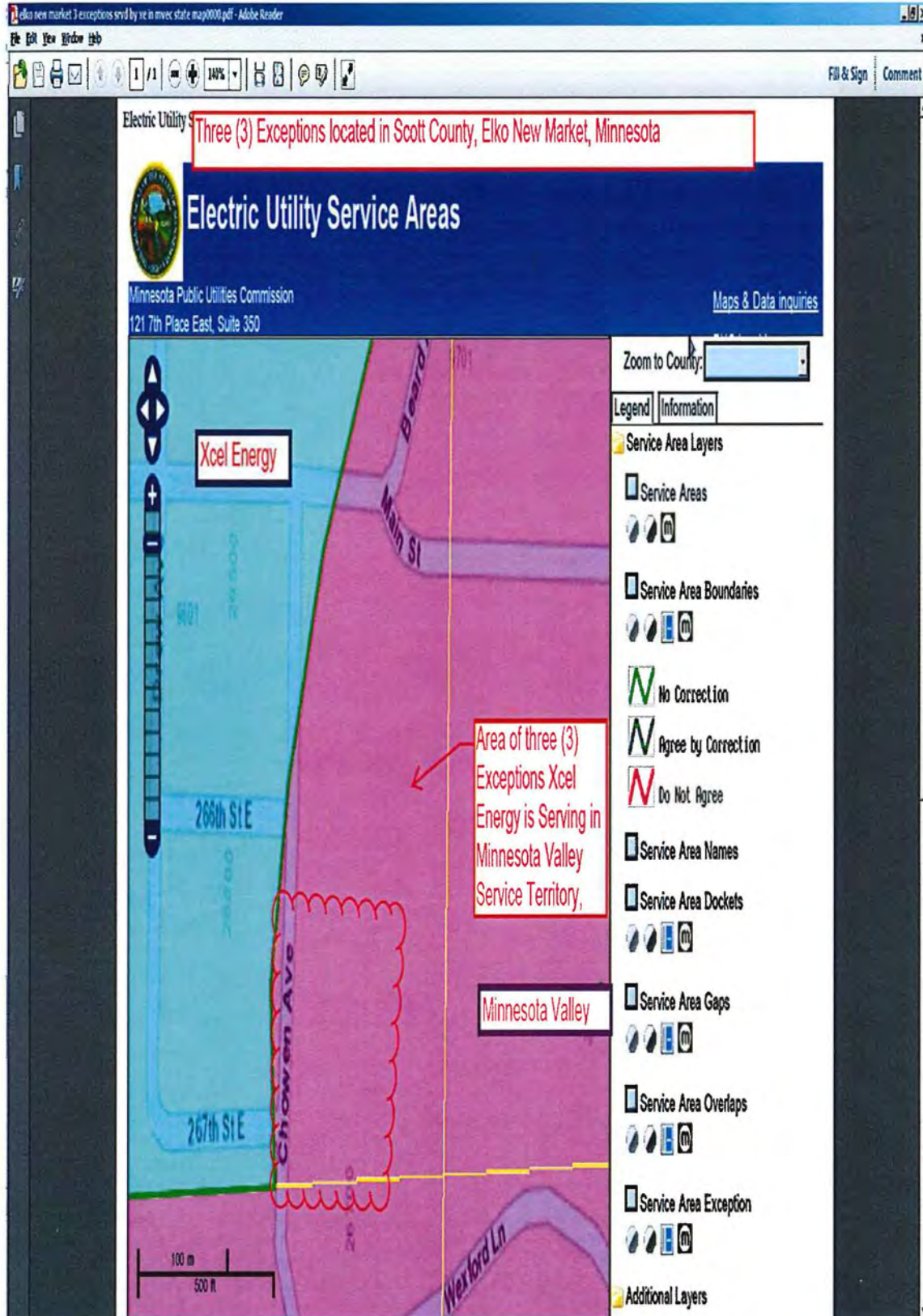
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| Northern States Power Company, A Minnesota Corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain <i>Laura McCarten</i> NSP-MN Date: <u>Oct. 20, 2017</u> By: <u><i>Laura McCarten</i></u> | Ryan Hentges General Manager Date: _____ By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations Date: <u>8/28/17</u> By: <u><i>[Signature]</i></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 NSP-MN Date: _____ By: _____ | Ryan Hentges General Manager Date: <u>11/14/17</u> By:  |
| Stephen R. Foss Regional Vice President Distribution Operations Date: _____ By: _____ | |

Attachment 1: Three(3) Residential Services being served by Xcel Energy by Exception. Located in Scott County, Elko New Market, Minnesota.





**EXCEPTION AGREEMENT BETWEEN
NORTHERN STATES POWER COMPANY
A Minnesota Corporation
And The
MINNESOTA VALLEY ELECTRIC COOPERATIVE**

This agreement entered into this 14th day of November, 2017, (the "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 Statute § 216B.02, subdivision 4.

B. Minnesota Valley Electric Cooperative (the "Cooperative") is an electric cooperative formed pursuant to the provisions of Minnesota § 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. In Xcel Energy's Carver County service territory are three (3) residential sites within close proximity to the Cooperative's distribution facilities. These residential sites (the "exception area") are further shown on Attachments 1 and 2 to this agreement.

E. The Parties have come to a mutual agreement that will allow the Cooperative to provide service by exception to three (3) residential locations within the exception area.

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

1. Scope of Agreement. The scope of this Agreement is limited to the three (3) residential service locations in Carver County located within the exception area served by the Cooperative more specifically identified on Attachments 1 and 2. Further described as:

[REDACTED] Mayer, Minnesota 55360

Section 33 Township 117 Range 025
THAT P/O SE1/4 SECT 33 LYING WITHIN
FOLLOWING DESC PARCEL: P/O SE1/4 &
GOVT LOT 2 SECT 33 DESC AS: COMM AT
SE CORN OF GOVT LOT 2 TH N ON E LINE
OF GOVT LOT 2 754.73' TH S31°E 233.70' TO
PT OF BEG TH CONT S31°E 298.73' TH S67°
W TO SHORELINE OF GOOSE LK

[REDACTED] Mayer, Minnesota 55360

Section 33 Township 117 Range 025
SE1/4 EXC: COMM AT SW CORN OF SE1/4
TH N ON W LINE 754.73' TO PT OF BEG TH
S31°E 532.43' TH S67°W TO W LINE OF
SE1/4 SECT 33 TH N ON W LINE TO PT OF
BEG *****NOT TO BE SOLD APART FROM
10.0330320*****

[REDACTED] Waconia, Minnesota 55387

Acres 68.79
Section 03 Township 116 Range 025
GOVT LOT 1 NW1/4 NW1/4

2. Existing customers. The Parties acknowledge that there are currently no existing customers of the Cooperatives located within the exception area that would be affected by this Agreement
3. Compensation. The Parties agree that no compensation is owed to the Cooperative by Xcel Energy for the limited right to serve customers by exception in the exception area.

4. Future Service Rights. The Parties acknowledge that the limited right to serve by exception the exception area as contemplated in this Agreement does not convey permanent rights to serve the exception area. In the event that Xcel Energy chooses to exercise its right to serve the exception area in the future, the Parties agree to the following:
- a. Notice. Xcel Energy will give the Cooperative ninety (90) days written notice of its intent to provide service to the exception area.
 - b. Compensation for Facilities. Xcel Energy will pay to the Cooperative the net book value (original cost depreciated) of the service facilities in place in the exception area at the time of the notice referenced in Section 4 (a) (above) as compensation. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of property was initially purchased.
 - c. Lost Revenue. The Parties acknowledge that no compensation was paid by the Cooperative to Xcel Energy for the limited right to serve by exception, and agree that no compensation will be owed by Xcel Energy to the Cooperative in the future for lost revenue related to existing or future customers in the exception area.
 - d. Agreement in Writing. The Parties will memorialize their agreement on reasonable compensation terms in writing, and file the agreement with the Commission.
 - e. Resolution. In the event that the Parties cannot agree on reasonable compensation terms within ninety (90) days of the notice referenced in Section 4(a) (above), the issue of compensation will be submitted to the Commission for resolution.
 - f. Late Charges. If either party fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half

percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.


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 that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
8. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to approve the service by exception in the exception area, along with this Agreement. Upon receiving a draft of such Joint Petition, the Cooperative shall retain the right to review the Joint Petition prior to signature of said document by a duly authorized representative. Upon the signature of the Joint Petition by the duly authorized representatives, Xcel Energy will file the Joint Petition to the Commission by the Parties, along with this Agreement.
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 exception area. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed 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.

- (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) Severability. 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.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

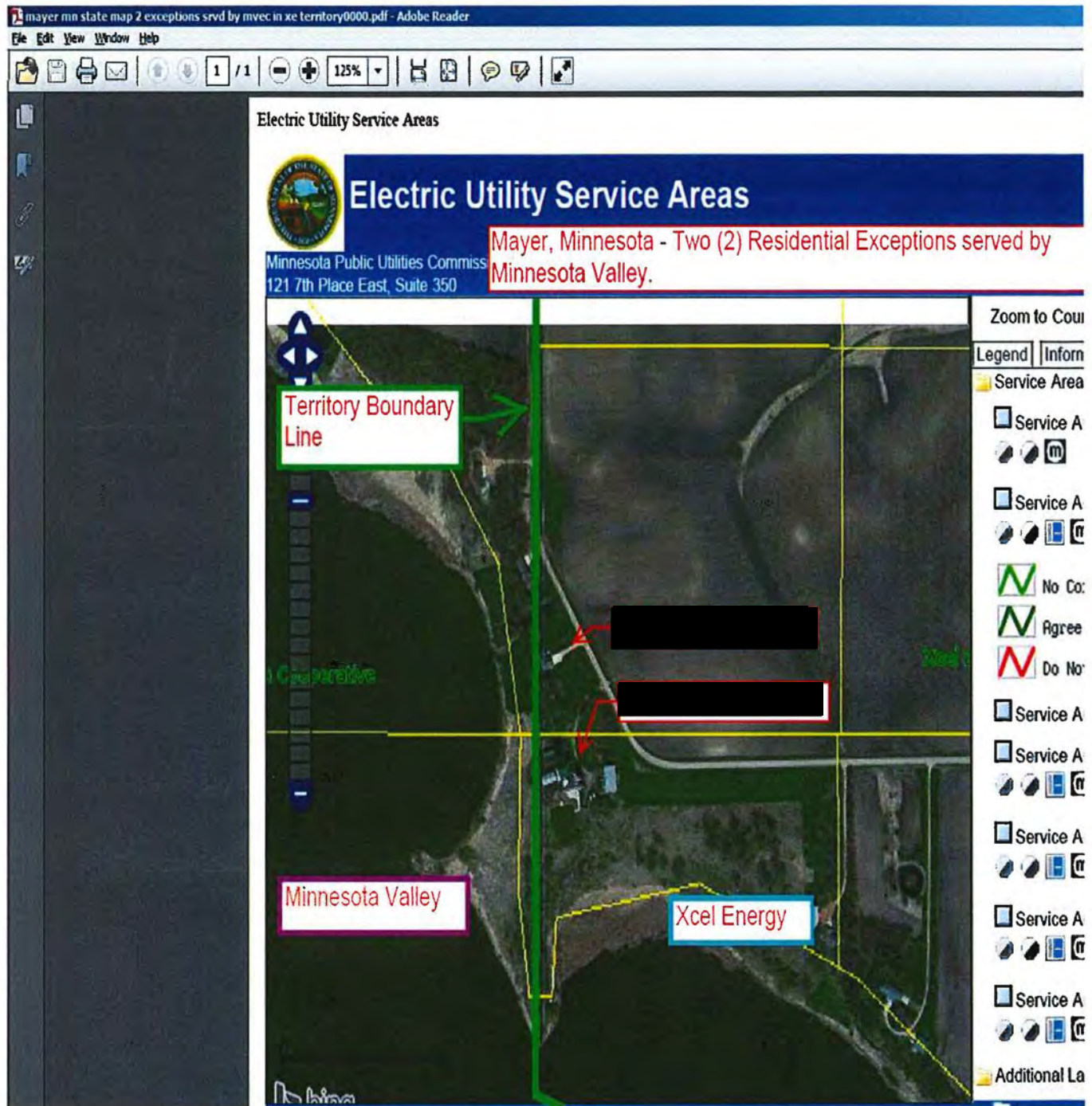
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed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

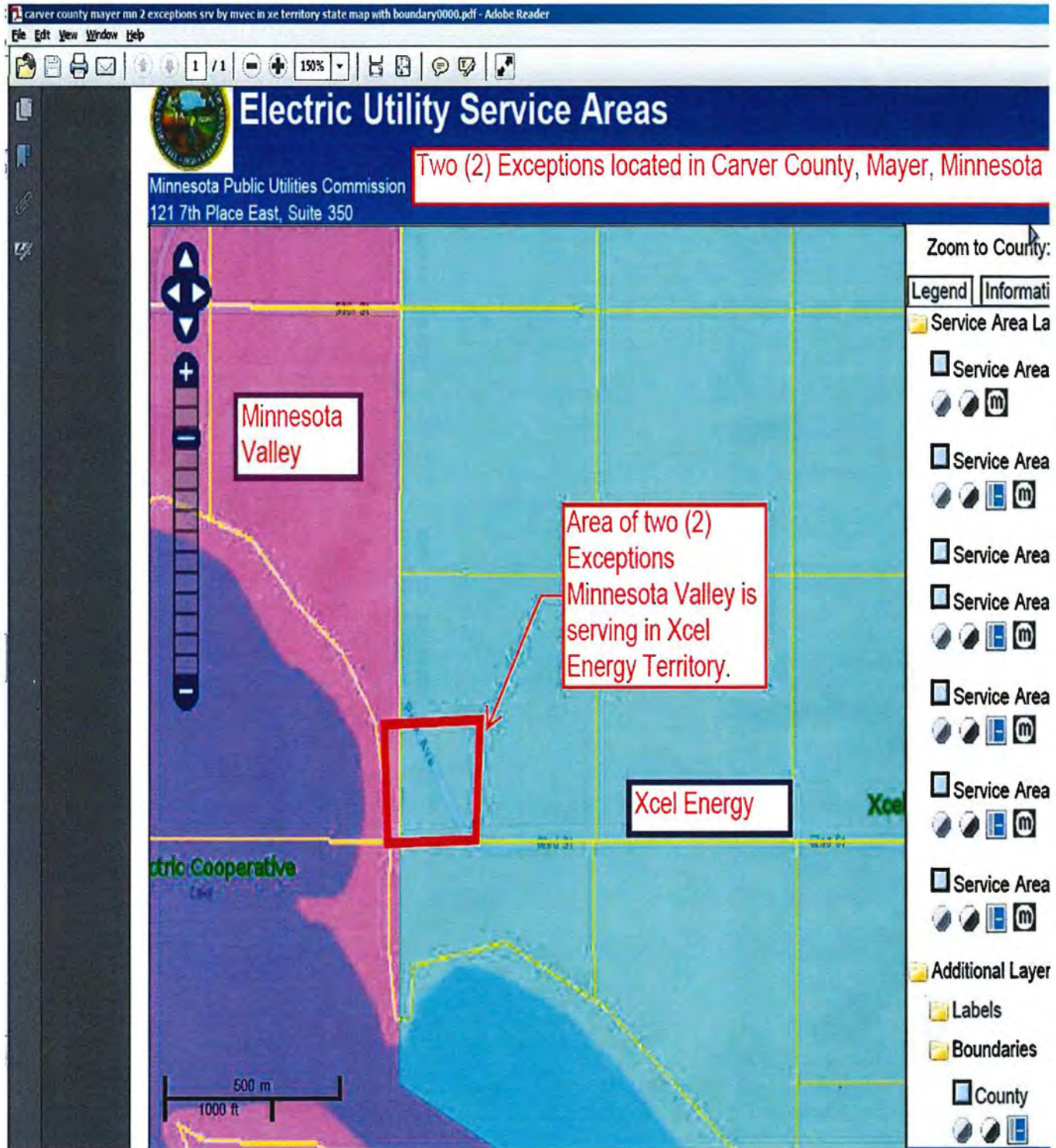
| | |
|---|---|
| Northern States Power Company, A Minnesota Corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain <i>Laura McCarten</i> NSP-MN Date: <i>Oct. 20, 2017</i> By: <i>Laura McCarten</i> | Ryan Hentges General Manager Date: _____ By: _____ |
| Stephen R. Foss Regional Vice President Distribution Operations Date: <i>8/28/17</i> By: <i>[Signature]</i> | |

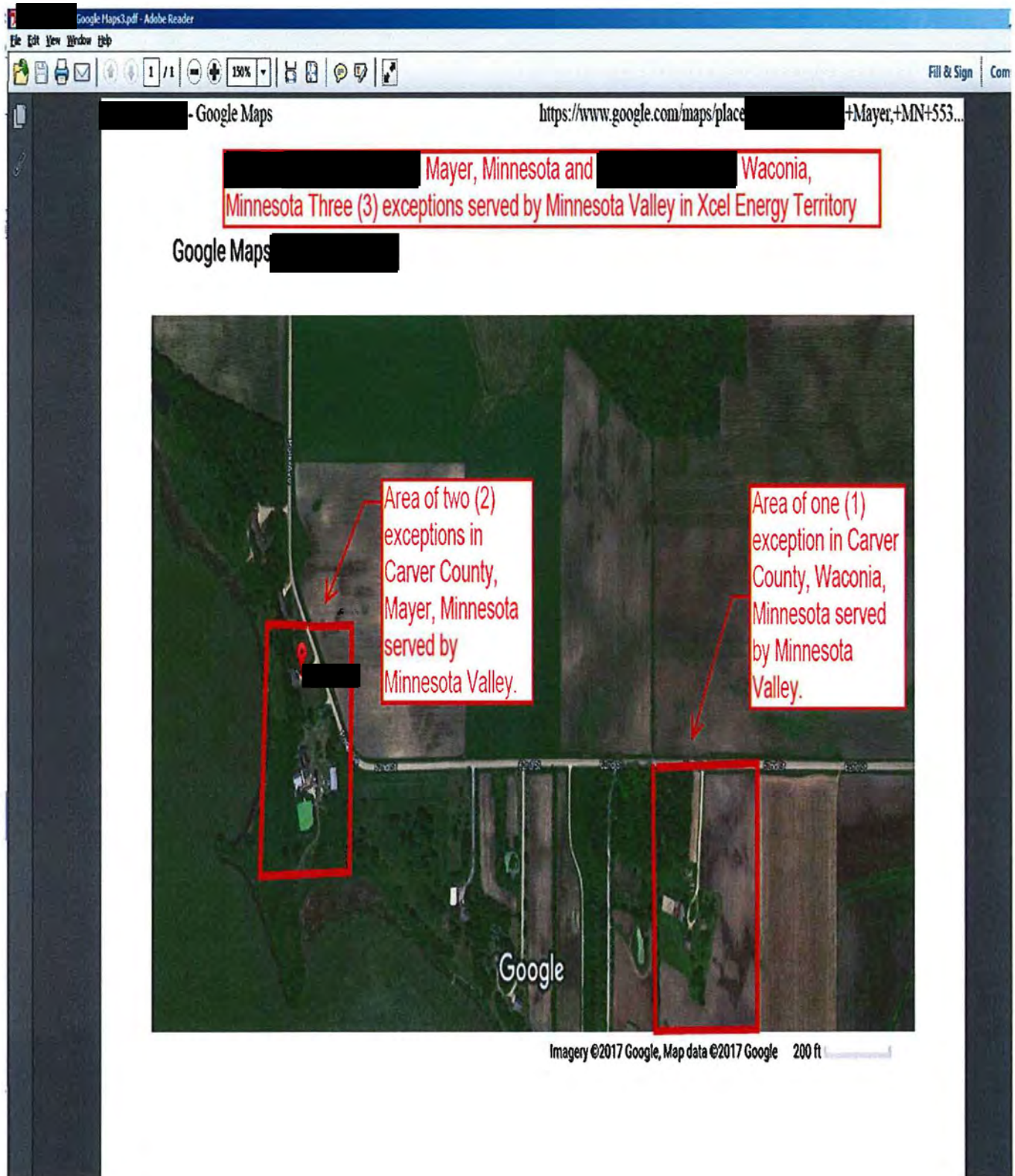
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed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

| | |
|---|---|
| Northern States Power Company, A Minnesota Corporation | Minnesota Valley Electric Cooperative |
| Greg Chamberlain NSP-MN Date: _____ By: _____ | Ryan Hentges General Manager Date: <u>11/14/17</u> By:  |
| Stephen R. Foss Regional Vice President Distribution Operations Date: _____ By: _____ | |

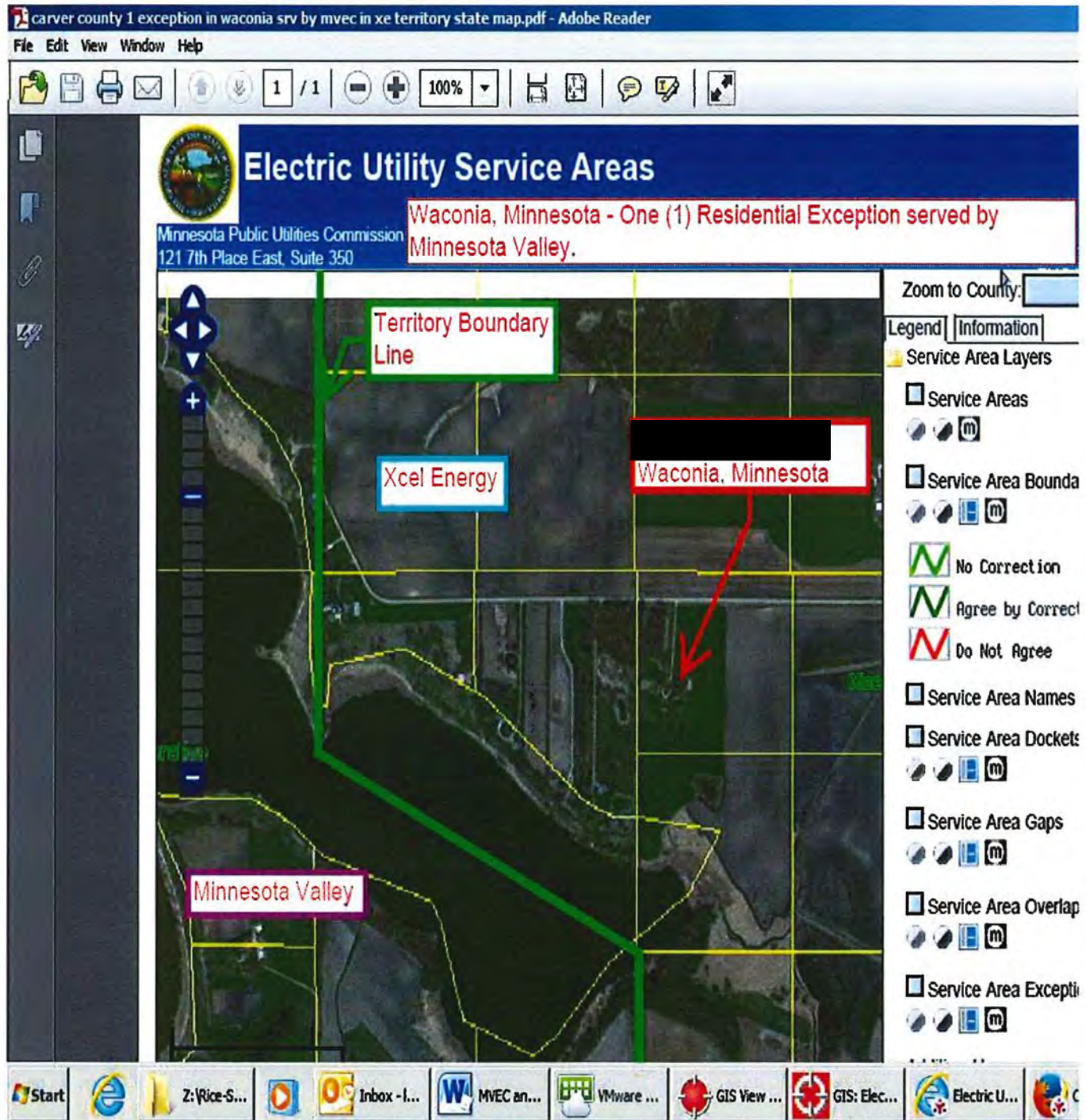
Attachment 1: Two (2) Residential Services being served by Minnesota Valley by Exception. Located in: Carver County, Mayer, Minnesota.

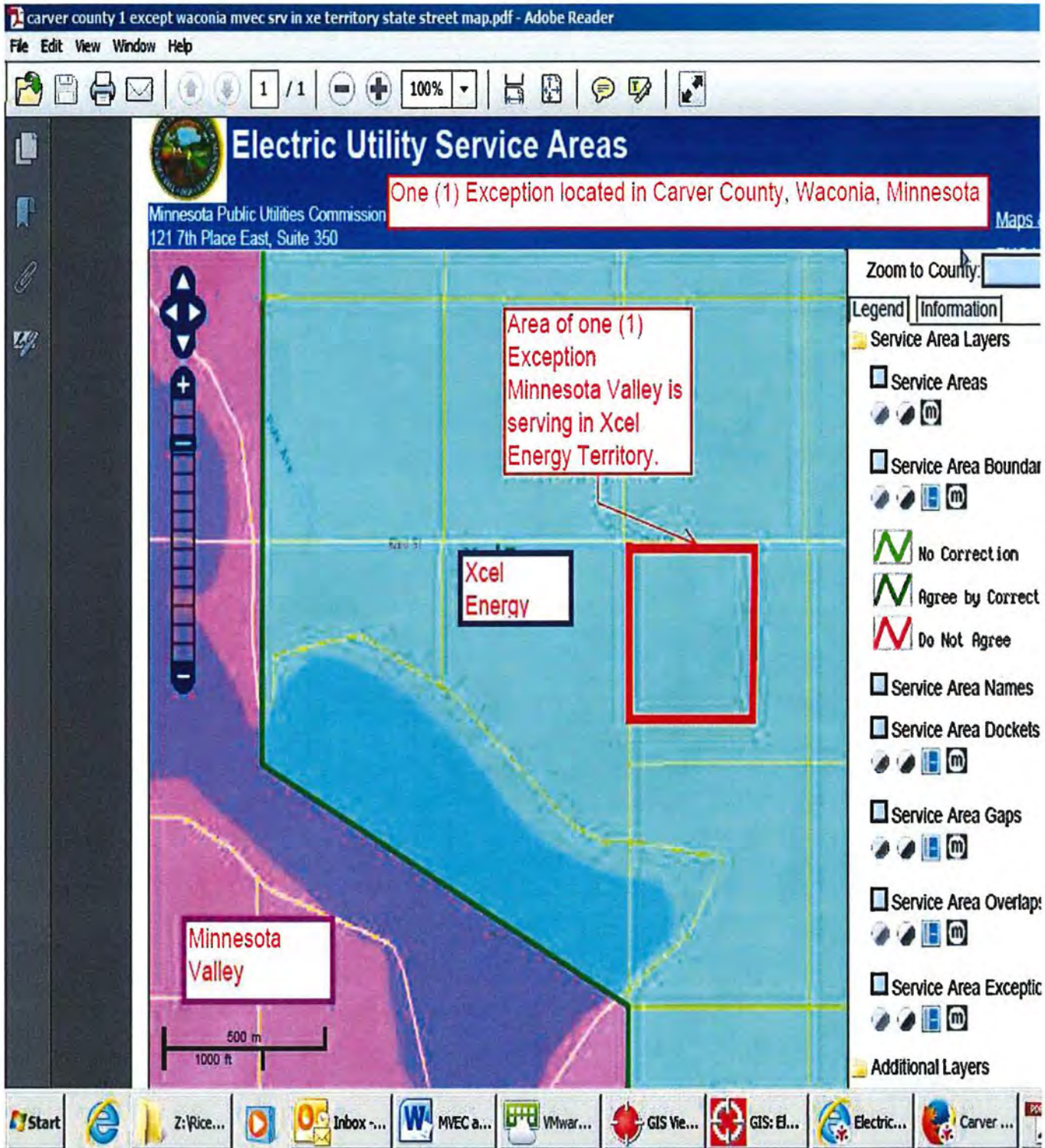






Attachment 2: One (1) Residential Service being served by Minnesota Valley by Exception. Located in: Carver County, Waconia, Minnesota.









414 Nicollet Mall
Minneapolis, Minnesota 55401

xxxx xx, 2018

Customer Name
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN XCEL ENERGY AND
MINNESOTA VALLEY ELECTRIC COOPERATIVE
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,124/SA-18-_____

Dear Customer Name:

This letter is to notify you of a proceeding before the Minnesota Public Utilities Commission (MPUC) related to a Compensation and Orderly Transfer Agreement between Minnesota Valley Electric Cooperative and Xcel Energy.

Your lot is located within Minnesota Valley Electric Cooperative's assigned electric service territory. To allow Xcel Energy to provide electric service to your lot, we have filed a Compensation and Orderly Transfer 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, MN 55101. You should reference the docket number provided above in any correspondence. The MPUC will accept comments on this proceeding until _____.

If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Joe Green with Minnesota Valley Electric Cooperative at (952) 492-8236.

Sincerely,

David W. Olson II
Manager Service Policy
Xcel Energy

xxxxxx xx, 2018

Customer Name
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN XCEL ENERGY AND
MINNESOTA VALLEY ELECTRIC COOPERATIVE
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,124/SA-18-_____

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If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Joe Green with Minnesota Valley Electric Cooperative at (952) 492-8236.

Sincerely,

Joe Green
Key Account Executive
Minnesota Valley Electric Cooperative



414 Nicollet Mall
Minneapolis, Minnesota 55401

xxxx xx, 2018

Customer Name
Customer Address

RE: EXCEPTION AGREEMENT BETWEEN XCEL ENERGY AND
MINNESOTA VALLEY ELECTRIC COOPERATIVE
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,124/SA-18-_____

Dear Customer Name:

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If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Joe Green with Minnesota Valley Electric Cooperative at (952) 492-8236.

Sincerely,

David W. Olson II
Manager Service Policy
Xcel Energy

xxxxx xx, 2018

Customer Name
Customer Address

RE: EXCEPTION AGREEMENT BETWEEN XCEL ENERGY AND
MINNESOTA VALLEY ELECTRIC COOPERATIVE
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,124/SA-18-_____

Dear Customer Name:

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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, MN 55101. You should reference the docket number provided above in any correspondence. The MPUC will accept comments on this proceeding until _____.

If you have any questions, please call David W. Olson II with Xcel Energy at (612) 337-2207 or Joe Green with Minnesota Valley Electric Cooperative at (952) 492-8236.

Sincerely,

Joe Green
Key Account Executive
Minnesota Valley Electric Cooperative

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange
Dan Lipschultz
Matthew Schuerger
Katie Sieben
John Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF THREE SERVICE TERRITORY
COMPENSATION AND ORDERLY TRANSFER
AGREEMENTS AND THREE EXCEPTION
AGREEMENTS BETWEEN NORTHERN STATES
POWER COMPANY AND MINNESOTA VALLEY
ELECTRIC COOPERATIVE

Docket No. E002,124/SA-18-____

PROPOSED HEARING NOTICE

NOTICE OF COMMISSION MEETING

The Minnesota Public Utilities Commission will consider a Petition for Approval of three Service Territory Compensation and Orderly Transfer Agreements and three Exception Agreements between Northern States Power Company, doing business as Xcel Energy, and Minnesota Valley Electric Cooperative (the Cooperative) 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 Minnesota Valley Electric Cooperative, 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, Jim Erickson, 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

XCEL ENERGY'S MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 2nd day of November 2018

/s/

Jim Erickson
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 Misl 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 Misl 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 Misl Electric |
| Ryan | Barlow | Ryan.Barlow@ag.state.mn.us | Office of the Attorney General-RUD | 445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, Minnesota 55101 | Electronic Service | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric |
| James J. | Bertrand | james.bertrand@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 Misl 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 Misl 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 Misl 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 Misl Electric |
| 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 | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric |
| 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 Misl Electric |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|--------------------------------------|---------------------------------------|---|--------------------|-------------------|---|
| Corey | Conover | corey.conover@minneapolismn.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 Misc Electric |
| George | Crocker | gwillc@nawo.org | North American Water Office | PO Box 174 Lake Elmo, MN 55042 | Electronic Service | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc 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 Misc Electric |
| Ian | Dobson | residential.utilities@ag.state.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 Misc 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 Misc 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 Misc Electric |
| Edward | Garvey | edward.garvey@AESLconsulting.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 Misc 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 Misc Electric |
| Kimberly | Hellwig | kimberly.hellwig@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 Misc Electric |
| Michael | Hoppe | 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 Misc Electric |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------------|-------------------------------|---|--|--------------------|-------------------|--|
| 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.mn.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.com | 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.org | 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 |
| Douglas | Larson | dlarson@dakotaelectric.com | 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 |
| Peder | Larson | plarson@larkinhoffman.com | 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 |
| | | | | | | | |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|-----------------------------|--------------------------------------|---|--------------------|-------------------|--|
| Peter | Madsen | peter.madsen@ag.state.mn.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 Misl Electric |
| Kavita | Maini | kmairi@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 Misl 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 Misl 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 Misl Electric |
| David | Moeller | dmoeller@allte.com | Minnesota Power | 30 W Superior St Duluth, MN 558022093 | Electronic Service | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric |
| Andrew | Moratzka | andrew.moratzka@stoel.com | 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 Misl Electric |
| David | Niles | david.niles@avantenergy.com | 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 Misl Electric |
| Carol A. | Overland | overland@legalelectric.org | Legalelectric - Overland Law Office | 1110 West Avenue Red Wing, MN 55066 | Electronic Service | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric |
| 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 Misl 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 Misl Electric |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|-----------------------------------|-------------------------------------|---|--------------------|-------------------|--|
| Richard | Savelkoul | rsavelkoul@martinsquires.com | 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 Misl 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 Misl Electric |
| Ken | Smith | ken.smith@districtenergy.com | 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 Misl 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 Misl Electric |
| James M. | Strommen | jstrommen@kennedy-graven.com | Kennedy & Graven, Chartered | 470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402 | Electronic Service | No | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl 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 Misl Electric |
| Lynnette | Sweet | Regulatory.records@xcelenergy.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 Misl Electric |
| Thomas | Tynes | ttynes@energyfreedomcoalition.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 Misl Electric |
| 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 Misl Electric |
| | | | | | | | |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|---------------------------|--|--|--------------------|-------------------|---|
| 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 Misl Electric |
| Cam | Winton | cwinton@mnychamber.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 Misl 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 Misl Electric |
| Patrick | Zomer | Patrick.Zomer@lawmoss.com | 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 Misl Electric |