



414 Nicollet Mall
Minneapolis, Minnesota 55401

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

April 23, 2021

—Via Electronic Filing—

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: PETITION
COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN
DELANO MUNICIPAL UTILITIES AND XCEL ENERGY
DOCKET NO. E002,228/SA-21-____

Dear Mr. Seuffert:

Enclosed is a Joint Petition submitted by Northern States Power Company, doing business as Xcel Energy, and the Delano Municipal Utilities seeking approval of a permanent change in electric service territory boundaries, as reflected in the Compensation and Orderly Transfer Agreement (Agreement) between the two parties.

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

Checklist	Location
Joint letter explaining the change	Petition
Contact Information for both utilities	This letter, page 2 and Petition, pages 2-4
Legal description of the properties in question	Schedule A, page 2
Explanation of why agreement is consistent with Minn. Stats. §216B.39 and §216B.44	Petition at page 3
Permanent boundary change or service by exception	Permanent, see Petition at page 3
Compensation and Orderly Transfer Agreement and Amendment	Schedule A and Schedule B
Digital or paper map	Schedule A, pages 10-11

Customer Notice

A notice will be sent to the affected customers (See Schedule C).

Customer class	Number of Customers	Date Notice Provided
Residential	1	Within 5 days of filing.

Utility Employee Responsible for Filing

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

Paul Twite
General Manager
Delano Municipal Utilities
11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
(763) 972-0557

Electronic Service

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

For the City of Delano Municipal Utilities:

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

Paul Twite
General Manager
Delano Municipal Utilities
11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
ptwite@delanomn.us

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 MNGeo, Paul Twite of Delano, and Commission staff to provide mapping information.

Schedule A to this filing contains private data on individuals, such as customer names or addresses. This information is non-public data under Minn. Stat. § 13.679, and for this reason we are making both a public and a non-public version 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 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

Paul Twite, General Manager, Delano Municipal Utilities

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF A COMPENSATION AND
ORDERLY TRANSFER AGREEMENT AND
AMENDMENT BETWEEN NORTHERN
STATES POWER COMPANY AND DELANO
MUNICIPAL UTILITIES

DOCKET NO. E002,228/SA-21-____

PETITION

INTRODUCTION

Pursuant to Minn. Stat. §216B.44(b) and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of a permanent boundary change as described in their Compensation and Orderly Transfer Agreement (the Agreement) and Amendment.

I. Summary of Filing

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

II. Service on Other Parties

Xcel Energy has served a copy of this Petition on the attached service list.

III. Proposed Hearing Notice

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

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

Delano Municipal Utilities
11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
(763) 972-0557

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

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

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

C. Date of Filing

The date of this filing is April 23, 2021.

D. Controlling Statute

Exclusive electric service territories have existed in Minnesota since 1974, and are considered necessary to encourage the development of coordinated statewide electric service, to eliminate or avoid unnecessary duplication of utility facilities, and to promote economical, efficient, and adequate electric service to the public.

Minn. Stat. §216B.37 provides electric utilities the exclusive right to serve customers within an assigned service territory, and Minn. Stat. §216B.40 prohibits the provision of retail electric service by another utility within that assigned service territory, absent written consent.

Minn. Stat. §§216B.37-216B.47 provide the terms and conditions under which a city may extend retail electric service throughout the corporate limits of the city and authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement. Thus, two parties may agree to modify the boundary between their service territories by requesting Commission approval after notice and hearing under Minn. Stat. §216B.39, or service by exception is consented to under Minn. Stat. §216B.40.

In this circumstance, the land at issue in the Agreement (**Schedule A** to this Petition) is in Xcel Energy's service territory. There is one existing customer currently being served by Xcel Energy within the transfer area, which Xcel Energy will continue to serve in the interim until Delano can construct facilities to serve this customer. The Delano City Council annexed the land, and pursuant to Minn. Stat. §216B.44 decided to provide service in the area. This Agreement is consistent with Minn. Stat. §216B.39 because it avoids the unnecessary duplication of facilities, provides adequate electric service to all areas and current and future customers affected, and promotes the efficient and economical use and development of the electric systems of the contracting electric utilities. This petition involves the permanent boundary change for 45.64 acres of service area (the Transfer Area) from Xcel Energy to Delano, on a date to be mutually agreed upon by both parties as stated in the Agreement. Delano will pay for loss-of-revenues of the current customer in the transfer area and will compensate Xcel Energy for its existing facilities. For a period of ten years starting on the effective date of which the Agreement is signed by both parties, Delano shall pay Xcel Energy annually, amounts based on the consumption of the future customers in the Transfer Area. The payments are described on pages 3-4 of the Agreement (**Schedule A** to this Petition) and page 1 of the Amendment (**Schedule B** to this Petition).

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

Paul Twite
General Manager
Delano Municipal Utilities
11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
(763) 972-0557

V. MISCELLANEOUS INFORMATION

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

For Delano Municipal Utilities:

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

Paul Twite
General Manager
Delano Municipal Utilities

11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
ptwite@delanomn.us

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 Xcel Energy via the Regulatory Records e-mail address above and to Delano Municipal Utilities to Mr. Twite at the e-mail address above.

VI. Description and Purpose of Filing

A. Reasons for the Filing

The purpose of this filing is to request approval of the permanent boundary change in the Compensation and Orderly Transfer Agreement between Xcel Energy and Delano Municipal Utilities.

B. Affected Customers and Existing Facilities

There is currently one existing customer, with Xcel Energy facilities within the Transfer Area.

C. Attached Documents

- Schedule A: Compensation and Orderly Transfer Agreement and Bill of Sale
- Schedule B: First Amendment to Compensation and Orderly Transfer Agreement
- Schedule C: Proposed Hearing Notice
- Schedule D: Letter to Existing Customer

CONCLUSION

For the reasons contained herein, we respectfully request the Commission approve the permanent boundary change of the Transfer Area in the Agreement between Xcel Energy and Delano Municipal Utilities.

Dated: April 23, 2021

Northern States Power Company
and
Delano Municipal Utilities

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF A COMPENSATION AND
ORDERLY TRANSFER AGREEMENT AND
AMENDMENT BETWEEN NORTHERN
STATES POWER COMPANY AND DELANO
MUNICIPAL UTILITIES

DOCKET NO. E002,228/SA-21-____

SUMMARY

Summary of Filing

Please take notice that on April 23, 2021, Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) filed with the Minnesota Public Utilities Commission a joint petition for approval of a Compensation and Orderly Transfer Agreement and Amendment between Xcel Energy and Delano Municipal Utilities. The Agreement will transfer a portion of service territory from Xcel Energy to Delano Municipal Utilities. Delano Municipal Utilities will compensate Xcel Energy for loss-of-revenues, existing facilities and for a period of ten years, an amount based on the consumption of the future customers in the annexed service territory transfer area in Wright County.

**COMPENSATION AND ORDERLY TRANSFER
AGREEMENT**
between
NORTHERN STATES POWER COMPANY
a Minnesota corporation
and the
DELANO MUNICIPAL UTILITIES

This agreement entered into this 27th day of August, 2020, (the “Agreement”) between NORTHERN STATES POWER COMPANY, a Minnesota corporation, with its principal office located at 414 Nicollet Mall, Minneapolis, Minnesota, and DELANO MUNICIPAL UTILITIES with its principal office located at 11 Bridge Avenue W., P.O. Box 65, Delano, Minnesota 55328 (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. Xcel Energy provides electric service to customers located within its assigned electric service area.

B. Delano Municipal Utilities, a utility duly organized and existing under the laws of the State of Minnesota, including, inter alia Minn. Stat. § 412.321, that provides electric service within its assigned electric service area (the “Municipal”).

C. The laws of the State of Minnesota, namely Minn. Stat. § 216B.37 – 216B.47, provide the terms and conditions under which a Municipal utility may extend retail electric service throughout the corporate limits of the City, as well as authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement.

D. Pursuant to Minn. Stat. § 216B.44 the City may acquire the right for its Municipal utility to serve an area within its corporate boundaries through Annexation of an Area of Territory. The City Council passed an ordinance to annex a portion of Xcel Energy’s service territory within the City’s corporate boundaries (the “Transfer Area”) known as Delano West Metro Business Park Second Addition.

E. The Transfer Area reflected in Attachment 1 is located in the assigned electric service area of Xcel Energy, as further described in the map attached hereto as Attachment 1.

F. The parties have negotiated a mutual settlement in which the Municipal shall hold the exclusive right to provide electric service to the Transfer Area, with appropriate compensation to Xcel Energy, and wish to avoid litigation. The Parties desire to set forth the terms and conditions of their agreement herein.

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

1. Scope of Agreement. The parties have agreed to a transfer of the exclusive right to provide electric service to the Transfer Area from Xcel Energy to the Municipal on a date mutually agreed by the Parties.

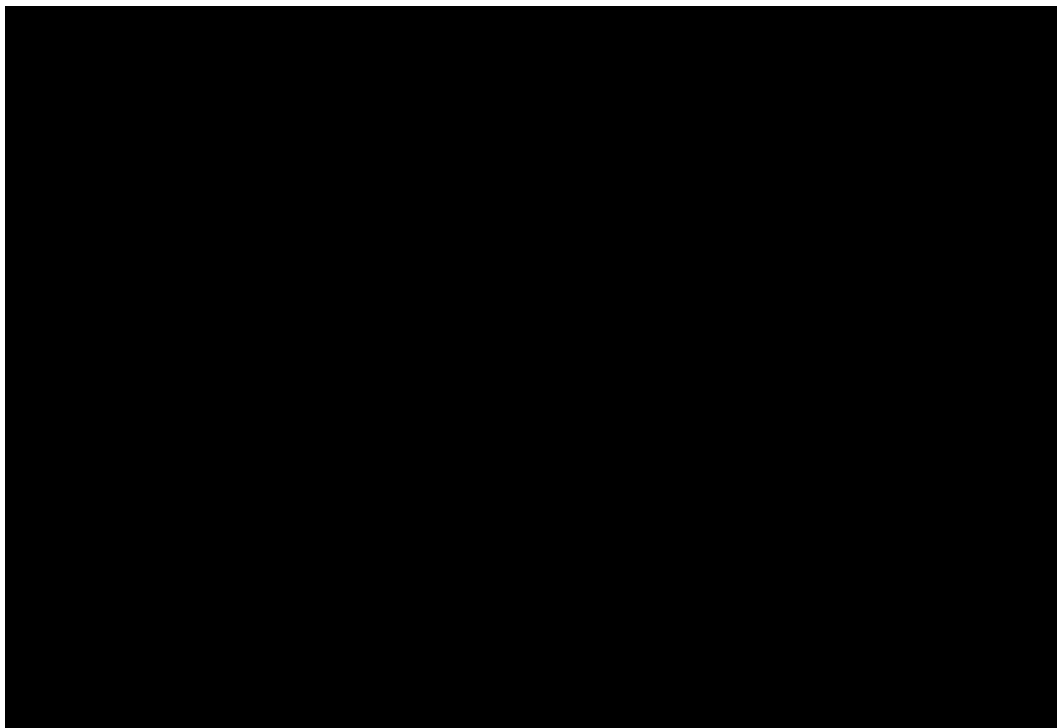
Legal Description for Transfer Area per Wright County for the 45.64 acres of the Delano West Metro Business Park Second Addition:

The West Half of the Northeast Quarter and the East One and One Half rods of the North Fourteen rods of the Northwest, all of Section Three, in Township One Hundred Eighteen, of Range Twenty-five, Wright County, Minnesota, lying southerly of the most southerly line of Parcel 33 as shown on Minnesota Department of Transportation Right of Way Plat Numbered 89-19 as the same is on file and of record in the office of the County Recorder in and for Wright County, Minnesota.

2. Existing Customers. The Parties acknowledge that there is one customer currently being served by Xcel Energy, located at [REDACTED], Delano, Minnesota 55328 (the Existing Customer) that is within the Transfer Area and that would be affected by this Agreement

Legal Description per Wright County for Existing Customer:

[REDACTED]



3. The Transfer Area. The exclusive right and obligation to serve the Transfer Area shall permanently transfer to the Municipal on a date mutually agreed upon in writing between Parties (the Transfer Date). In consideration for the permanent transfer of the Transfer Area, the Municipal agrees to pay Xcel Energy \$3,184.00 as loss-of-revenues for the service that currently exists in the Transfer Area. The Municipal will also compensate Xcel Energy for its existing facilities that have an undepreciated value of \$2,807.02. The payment shall be made as provided in Section 4 under Compensation and will be paid upon transfer of the territory. Xcel Energy will continue to serve this customer until the Municipal can construct facilities to serve this customer. The Parties agree to cooperate fully in notify the Existing Customer and in arranging the transfer of service to be as convenient and seamless as possible. Should any additional services be installed in the Transfer Area on or before the Transfer Date, the Municipal shall contact Xcel Energy and the parties will negotiate a mutually agreeable loss-of-revenues amount for the additional service(s).
4. Compensation. The Municipal will pay to Xcel Energy the following as compensation for the Transfer Area, the net book value (original cost depreciated) of the service facilities in place within the Transfer Area, the loss-of-revenues described above, and any integration or re-feed costs that may be necessary as compensation for the exclusive

right to provide electric service to the Transfer Area. The net book value will be calculated using the average property unit cost, net of customer contributions, and the year the unit of the property was initially purchased.

5. Annual Payments for the Annexed Transfer Area: For a period of 10 years to begin on the effective date of which the first meter is set and spinning at an individual premise located within the Transfer Area (other than the existing customer described above), the Municipal shall pay Xcel Energy annually a sum equal to \$0.01990 times the kilowatt hour (kWh) consumed by the customer(s) located at each individual service location within the Transfer Area. The consumption for the customers in the Transfer Area shall be determined using actual data obtained from the Municipal's metering records to validate consumption. The Municipal shall provide documentation of the actual consumption for the customers in the Transfer Area on an annual basis and as reasonably requested by Xcel Energy. The annual consumption data will be determined beginning on the Effective Date, running through the preceding Effective Date in the following year, then annually every year after until 10 years after the first meter was set and spinning in the Transfer Area. The payments will be due annually to Xcel Energy 30 days after the anniversary of the Contract Date of which this agreement is signed by both parties, along with all supporting information. All payments need to be mailed to the Service Policy Manager at Xcel Energy located at 414 Nicollet Mall – CSC, Minneapolis, MN 55401.
6. Late Charges. If the Municipal fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half percent (1 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.
7. Reservation of Rights. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.


8. 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.
9. 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 modify the assigned service territory to reflect the Transfer Area to the Municipal's assigned service area, along with this Agreement as evidence of the Parties' resolution of compensation. Upon drafting of such Joint Petition, the Municipal shall retain the right to review Joint Petition prior to signature of said document by duly authorized representation. Upon filing of the Agreement, the Parties will cooperate to send a notice to all affected customers informing them of the Agreement, and that it has been filed with the Commission. This notice shall provide customers with the Commission's address and the docket number to facilitate any customer participation in the proceeding.
10. 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 representatives of all Parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Headings are provided for convenience and are not part of the Agreement.
 - (b) Binding Assignment. The Agreement shall inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and

assigns. Provided, however, neither Party shall assign this Agreement, voluntarily, involuntarily or by operation of law, without prior written consent of the other.


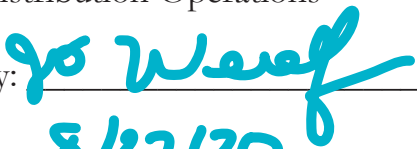
- (c) Severance. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.
- (d) Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (e) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.
- (f) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission. If the Commission or other state agency with jurisdiction raises any question or challenges any provision of this Agreement, its exhibits, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonable and necessary to respond to said questions and to assure approval.
- (g) Effective Date. The effective date of this Agreement is the date upon which the Agreement has been signed by 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.
- (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 expressed hereby.

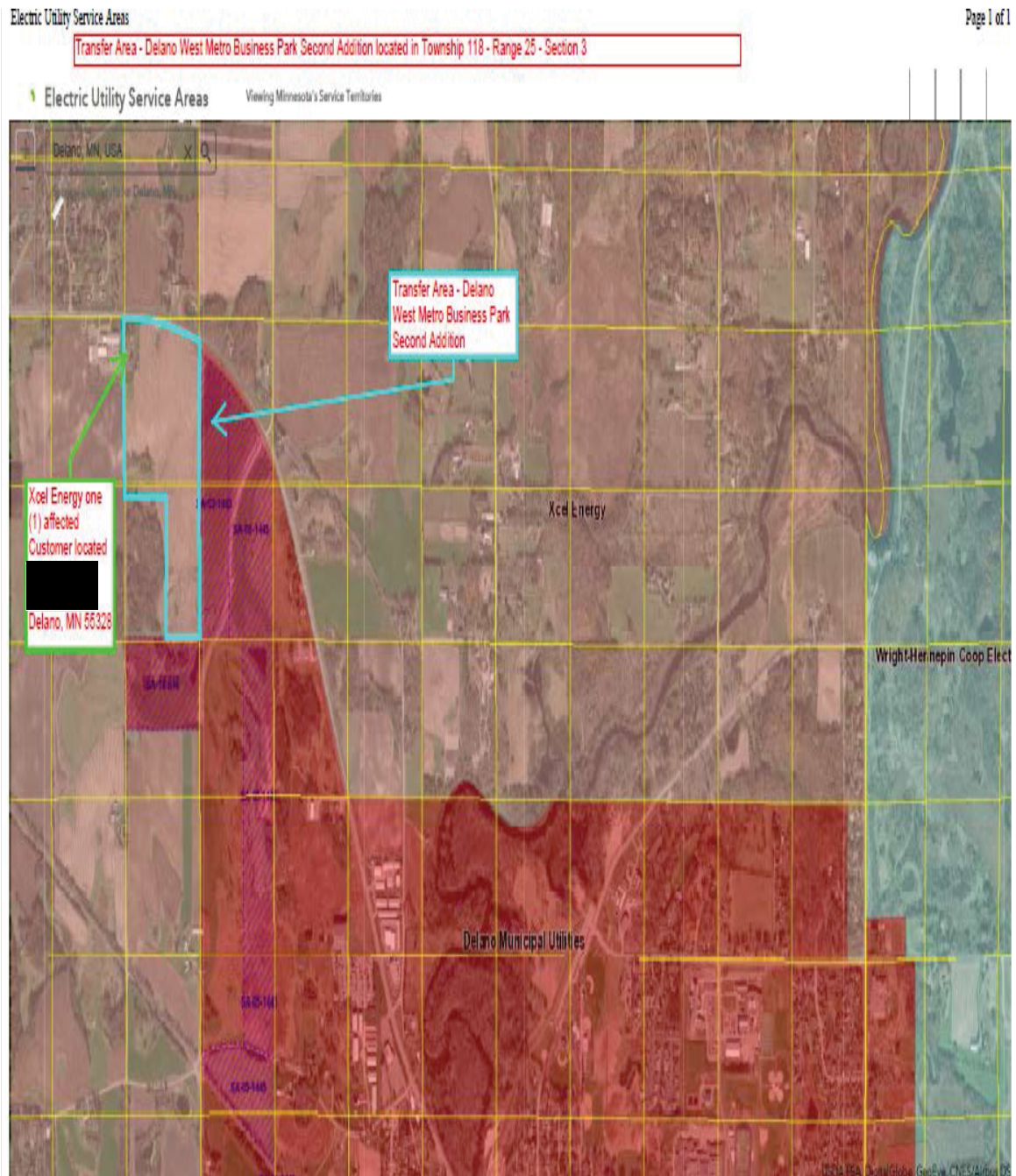
Northern States Power Company, A Minnesota corporation	Delano Municipal Utilities
Greg Chamberlain Regional Vice President Regulatory & Government Affairs By: <u>Greg Chamberlain</u> Date: <u>8/27/2020</u>	Adam Steffl Commission Chair Delano Water, Light and Power Commission By: <u></u> Date: <u>8/25/2020</u>
Mary J. Woolf Senior Director Distribution Operations By: _____ Date: _____	

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

Northern States Power Company, A Minnesota corporation	Delano Municipal Utilities
Greg Chamberlain Regional Vice President Regulatory & Government Affairs By: _____ Date: _____	Adam Steffl Commission Chair Delano Water, Light and Power Commission By:  _____ 8/25/2020 Date: _____
Mary J. Woolf Senior Director Distribution Operations By:  _____ Date: 8/27/20 _____	

Attachment 1

Transfer Area for the Delano West Metro Business Park Second Addition located in Township 118, Range 25, Section 3.



Google Maps

<https://www.google.com/maps/@45.0612703,-93.8118839,1490m/data=!>

Transfer Area - Delano West Metro Business Park Second Addition located in Township 118 - Range 25 - Section 3

Google Maps



FIRST AMENDMENT TO COMPENSATION AND
ORDERLY TRANSFER AGREEMENT

WHEREAS, the Delano Water, Light, and Power Commission (d/b/a Delano Municipal Utilities), a municipal utility duly organized and existing under the laws of the State of Minnesota, and Northern States Power Company (d/b/a Xcel Energy), a Minnesota corporation (each a “Party” and collectively the “Parties”), entered a certain Compensation and Orderly Transfer Agreement dated August 27, 2020 (the “Agreement”); and

WHEREAS the Parties desire to clarify certain language in the Agreement addressing annual payments.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. Section 5 of the Agreement is deleted and replaced in its entirety as follows:

Annual Payments for the Annexed Transfer Area: For a period of 10 years to begin when the first meter is set and spinning at an individual premise located within the Transfer Area (other than the existing customer described above) (the “Start Date”), the Municipal shall pay Xcel Energy annually a sum equal to \$0.01990 times each kilowatt hour (kWh) consumed by the customer(s) located at each individual service location within the Transfer Area. The consumption for the customers in the Transfer Area shall be determined using actual data obtained from the Municipal’s metering records to validate consumption. Subject to Minnesota Statutes, Section 13.685, the Municipal shall provide documentation of the actual consumption for all customers in the Transfer Area on an annual basis and as reasonably requested by Xcel Energy. The annual compensation will be determined on a calendar-year basis for each year under consideration. Payment will be due annually to Xcel Energy by January 30th of the following year, along with all supporting information. All payments need to be mailed to the Service Policy Manager at Xcel Energy located at 414 Nicollet Mall – CSC, Minneapolis, MN 55401.

5. Except as specifically provided in this First Amendment, all provisions of the Agreement shall remain in full force and effect.

6. This Amendment may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.


IN WITNESS WHEREOF, this First Amendment to the Compensation and Orderly Transfer Agreement has been signed by a duly authorized representative on behalf of the Parties hereto.

NORTHERN STATES POWER
(d/b/a Xcel Energy)

By Greg Chamberlain Digitally signed by Greg Chamberlain
Date: 2021.03.25 09:58:16 -05'00'

Its _____

DELANO WATER, LIGHT, AND POWER COMMISSION
(d/b/a Delano Municipal Utilities)

By 
Adam Steffl 03/23/2021

Its Chairman .

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben
Valerie Means
Matthew Schuerger
Joseph Sullivan
John Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF THE PETITION FOR
APPROVAL OF A COMPENSATION AND
ORDERLY TRANSFER AGREEMENT AND
AMENDMENT BETWEEN NORTHERN STATES
POWER COMPANY AND DELANO MUNICIPAL
UTILITIES

Docket No. E002,228/SA-21-____

PROPOSED HEARING NOTICE

NOTICE OF COMMISSION MEETING

The Minnesota Public Utilities Commission will consider a Petition for Approval of a Compensation and Orderly Transfer Agreement between Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) 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 Delano Municipal Utilities, 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).

April xx, 2021

Customer Name
Customer Address

RE: COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN XCEL ENERGY AND
DELANO MUNICIPAL UTILITIES
MINNESOTA PUBLIC UTILITIES COMMISSION DOCKET NO. E002,228/SA-21-_____

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 Delano Municipal Utilities and Xcel Energy.

Your residence is located within Xcel Energy's assigned electric service territory. To allow Delano Municipal Utilities to provide electric service to your residence, 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, Minnesota 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 Paul Twite with Delano Municipal Utilities at (763) 972-0557 or David W. Olson II with Xcel Energy at (612) 337-2207.

Sincerely,

Paul Twite
General Manager
Delano Municipal Utilities

CERTIFICATE OF SERVICE

I, Crystal Syvertsen, 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 23rd day of April 2021

/s/

Crystal Syvertsen
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.com	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state.mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St. Louis, MO 63119-2044	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl 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 Miscl Electric
Brooke	Cooper	bcooper@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
George	Crocker	gwilic@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 Miscl Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	2720 E. 22nd St Institute for Local Self- Reliance Minneapolis, MN 55406	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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 Miscl Electric
Michael	Hoppe	lu23@ibew23.org	Local Union 23, I.B.E.W.	445 Etna Street Ste. 61 St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2950 Yellowtail Ave. Marathon, FL 33050	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
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
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
Kavita	Maini	kmmaini@wi.rr.com	KM Energy Consulting, LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Meyer	joseph.meyer@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Stacy	Miller	stacy.miller@minneapolismn.gov	City of Minneapolis	350 S. 5th Street Room M 301 Minneapolis, MN 55415	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Andrew	Moratzka	andrew.moratzka@stoel.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 Miscl 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 Miscl 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 Miscl Electric
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206 St. Paul, MN 551011667	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Savelkoul	rsavelkoul@martinsquires.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 Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350 Saint Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl 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 Miscl Electric
Byron E.	Starns	byron.starns@stinson.com	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James M	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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 Miscl Electric
Thomas	Tynes	jjazynka@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 Miscl 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 Miscl Electric
Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine	225 South Sixth Street, Suite 3500 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Patrick	Zomer	Pat.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