



2302 Great Northern Drive  
Fargo, ND 54802

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

May 3, 2024

—Via Electronic Mail and U.S. Mail—

Steven M. Kahl, Executive Director  
North Dakota Public Service Commission  
State Capitol Building, Dept. 408  
600 East Boulevard  
Bismarck, ND 58505-0480

RE: SERVICE AREA AGREEMENT BETWEEN  
XCEL ENERGY AND CASS COUNTY ELECTRIC COOPERATIVE  
CASE NO. PU-24-\_\_\_\_

Dear Mr. Kahl:

Northern States Power Company, doing business as Xcel Energy, submits the enclosed original and seven copies of a joint application for approval of a Service Area Agreement between the Company and Cass County Electric Cooperative pursuant to North Dakota Century Code (NDCC) § 49-03-06. Select provisions of the Agreement contain trade secret information and therefore, in accordance with NDCC §69-02-09, an Application for Trade Secret Protection is included herein. A single un-redacted copy of the trade secret information is being provided in a sealed envelope marked “Protected Information – Private.”

The Company will provide the appropriate fee upon request of the Commission in accordance with NDCC § 49-05-05.

An electronic copy of this filing is also being sent to you for your convenience. Please contact me at [alex.j.nisbet@xcelenergy.com](mailto:alex.j.nisbet@xcelenergy.com) if you have any questions regarding this filing.

Sincerely,

/s/

ALEX NISBET  
REGULATORY POLICY SPECIALIST

Enclosures

STATE OF NORTH DAKOTA  
BEFORE THE  
NORTH DAKOTA PUBLIC SERVICE COMMISSION

IN THE MATTER OF A SERVICE  
TERRITORY AGREEMENT BETWEEN  
NORTHERN STATES POWER COMPANY  
AND CASS COUNTY ELECTRIC  
COOPERATIVE

CASE NO. PU-24-\_\_\_\_

**APPLICATION**

**I. INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy, (Xcel Energy) and Cass County Electric Cooperative (Cass Electric) submit to the North Dakota Public Service Commission this joint application for approval of a Service Area Agreement pursuant to North Dakota Century Code (NDCC) § 49-03-06.

Xcel Energy and Cass Electric operate electrical distribution systems in Cass County, North Dakota. The Service Area Agreement, which accompanies this application as Attachment A, was entered into by Xcel Energy and Cass Electric as electric providers to designate a service location in Fargo, North Dakota. Attachment B of this Application is a map of the service location in question. Attachment C of this Application is correspondence from Cass Electric to the Commission supporting unconditional approval of the Service Area Agreement.

This Service Area Agreement is in the public interest because it will a) avoid misunderstanding and disagreement over areas to be served by each party, b) accomplish the legislative intent of NDCC § 49-03-06 to encourage harmony and operational efficiency among electric providers, promote safety, discourage unreasonable duplication of electric facilities, assure adequate and reliable electric service for all consumers and territories within the state, and c) provide antitrust immunity to electric providers that negotiate service area agreements in accordance with this section. NDCC § 49-03-06(2) permits electric providers, such as Xcel Energy and Cass Electric, to enter into service area agreements.

The Service Area Agreement at issue here does not involve the sale, transfer, exchange, or lease of equipment or facilities and therefore no approval under NDCC § 49-04-05 or 10-13-08.1 is necessary.

Pursuant to NDCC § 49-03-06(4), the Service Area Agreement executed by the parties has been promptly filed with the Commission. Xcel Energy and Cass Electric request the Commission, after notice as provided in NDCC § 49-03-06(4), approve the Service Area Agreement after finding the Agreement in compliance with NDCC § 49-03-06 and in the public interest.

## II. FILING INFORMATION

Pursuant to Section 69-02-02-04 of the North Dakota Administrative Code, the following information is provided:

### A. Contact information for utilities making the filing

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy Services Inc.  
414 Nicollet Mall – 401, 8<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 216-8274  
[lauren.steinhäuser@xcelenergy.com](mailto:lauren.steinhäuser@xcelenergy.com)

Alex Nisbet  
Regulatory Policy Specialist  
Xcel Energy  
2302 Great Northern Drive  
PO Box 2747  
Fargo, ND 58102  
(701) 929-0547  
[alex.j.nisbet@xcelenergy.com](mailto:alex.j.nisbet@xcelenergy.com)

Paul Matthys  
President, CEO  
Cass County Electric Cooperative  
4100 32<sup>nd</sup> Avenue South  
Fargo, ND 58104  
(701)356-4532  
[pmatthys@kwh.com](mailto:pmatthys@kwh.com)

We request that all communications regarding this proceeding, including data requests, also be directed to:

Christine Schwartz  
Regulatory Administrator  
Xcel Energy  
414 Nicollet Mall – 401, 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
[regulatory.records@xcelenergy.com](mailto:regulatory.records@xcelenergy.com)

**B. Date of filing and proposed effective date**

The date of this filing is May 3, 2024. We propose that the Service Area Agreement be effective immediately upon Commission approval.

**C. Statutory Authority**

N.D.C.C. Section 49-03-06 authorizes the Commission to approve or disapprove a service area agreement between electric providers.

**D. Articles of Incorporation**

Pursuant to Section 69-02-02-04 of the North Dakota Administrative Code, a certified copy of Xcel Energy's Articles of Incorporation is on file with the Commission, as is an original Certificate of Good Standing.

A certified copy of Cass Electric's Articles of Incorporation and an original Certificate of Good Standing is available upon request.

**III. CONCLUSION**

Xcel Energy and Cass Electric respectfully request that the Commission approve the Service Area Agreement after finding the Agreement in the public interest and in compliance with NDCC § 49-03-06.

Dated: May 3, 2024

Northern States Power Company

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made this 21 day of February, 2024, between Northern States Power Company, d/b/a Xcel Energy (hereinafter "**Xcel**"), a Minnesota corporation, and Cass County Electric Cooperative, Inc. (hereinafter "**Cass Electric**"), a North Dakota electric cooperative.

**RECITALS**

WHEREAS, since 1956, Cass Electric has had an easement and exclusive right to serve the NE corner of I-29 and 32<sup>nd</sup> Avenue. South, (3190 36<sup>th</sup> St South, Fargo, ND 58103). with the following legal description:

A tract of land lying in the South ½ of the Southwest ¼ of Section 23, Range 49 W., Township 139 N., in Cass County, North Dakota, described as follows:

Beginning at a point on the Section line, 1173.00 ft. East of the Southwest corner of said Quarter and measured along the South section line, thence East along said Section a distance of 650.00 ft., thence northerly, parallel to the West line of said Quarter a distance of 450.00 ft., thence Westerly parallel to the South line of said Quarter a distance of 1064.40 ft. to the East Right-of-Way line of Interstate Highway 29, thence South 29°22' East a distance of 172.12 ft. along said Right-of-Way thence South 68°30' East a distance of 354.68 ft. thence Southerly along said Right-of-Way a distance of 170.00 ft. to the point of beginning, said tract containing 8.5 acres, more or less, inclusive of the portion lying within 33 ft. North of and parallel to the South section line (hereinafter "**Site**").

WHEREAS Cass Electric has been providing service to the Site. However, a new development at the Site requested to be served by Xcel because of their proximity to the site.

WHEREAS the parties believe it to be in their mutual interest to resolve their respective interests with respect to the Site, which will allow the Site to be adequately served by Xcel in a cost-effective manner while compensating Cass Electric for the potential loss of the Site as a customer.

NOW, THEREFORE, the parties agree to settle and compromise their various interests relating to the Application as follows:

1. Xcel will pay Cass Electric the sum of [REDACTED] to offset Cass Electric's claimed losses resulting from the transfer of the Site to Xcel.
2. Cass Electric agrees that it will not object to Xcel being the exclusive provider for the Site.
3. Both parties agree that each service dispute is unique, having its own peculiar facts and circumstances. Accordingly, both parties agree that this Settlement Agreement is not to be used as evidence, introduced, discussed, or considered as precedent in connection with any legal or regulatory

proceedings or other disputes involving Cass Electric and Xcel, their successors, and assigns. Furthermore, both parties agree that the terms of this settlement are confidential and that they shall not be disclosed to any other party except as required by law.

- 5. This agreement shall be governed under the laws of the State of North Dakota.
- 6. This agreement is subject to the continuing jurisdiction of the North Dakota Public Service Commission to settle all service location disputes between the parties arising under this agreement.
- 7. This agreement shall be binding on the parties hereto, and their respective successors and assigns.
- 8. This agreement constitutes the entire agreement between the parties and shall not be amended, modified, or supplemented except by a written agreement subscribed by both parties.

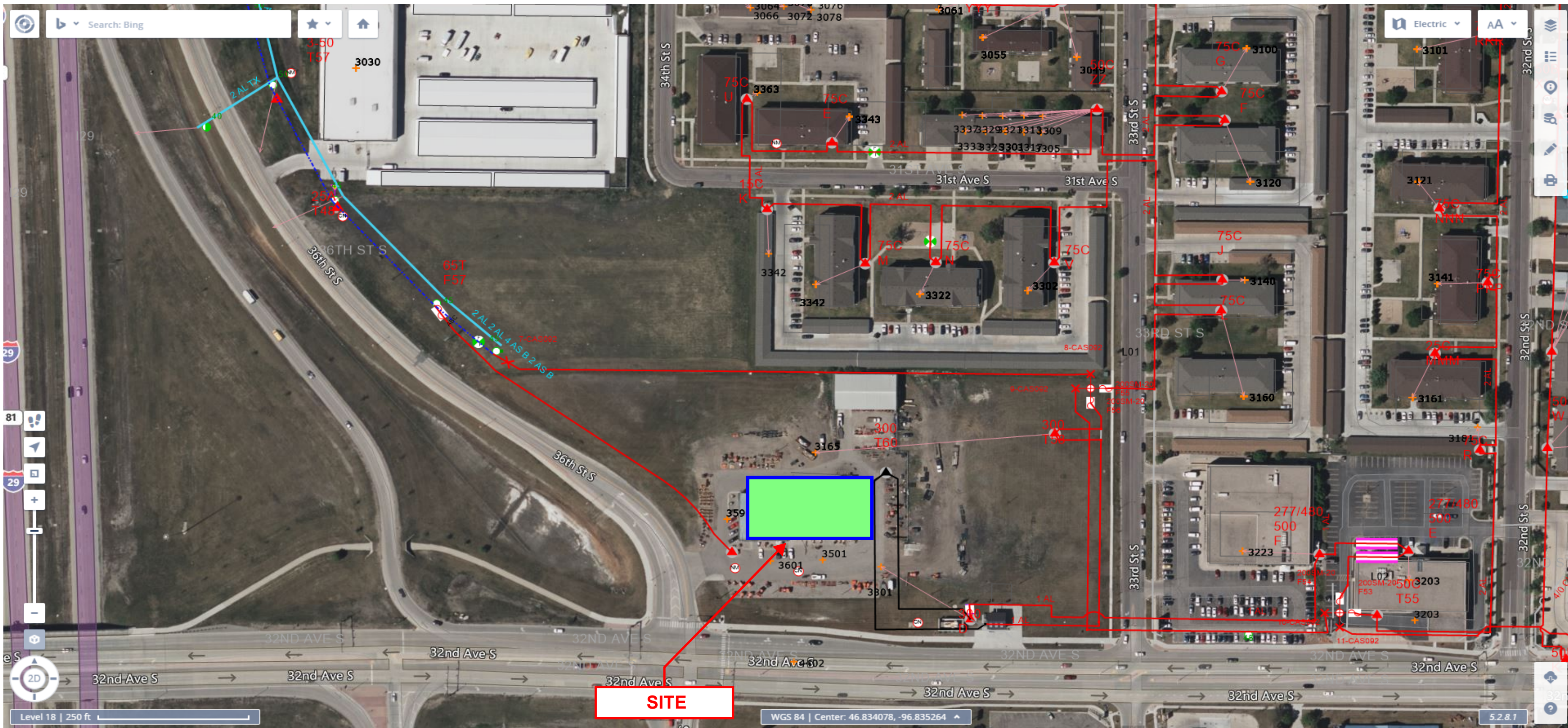
Dated this 21 day of February, 2024

Cass County Electric Cooperative

By: Marshal Allright  
Name:  
Title: President/CEO

Northern States Power Company, d/b/a Xcel Energy

By: John Marshall  
Name:  
Title: RVP - MN/ND/SD





Direct Dial: 701.356.6309  
218 NP Avenue | Fargo, ND 58102  
PO Box 1389 | Fargo, ND 58107-1389  
Fax: 701.237.0847  
tnorgard@vogellaw.com

April 26, 2024

Executive Secretary  
North Dakota Public Service Commission  
North Dakota State Capital  
600 E. Boulevard Ave., Dept. 408  
Bismarck, ND 58505-0480

(via Xcel Energy's Application)

**Re: Xcel Energy and Cass County Electric Cooperative Settlement Agreement  
Case No. PU-24-\_\_\_\_**

Dear Public Service Commission:

Cass County Electric Cooperative entered into a Settlement Agreement with Northern States Power Company, d/b/a Xcel Energy ("Xcel") regarding service to one commercial facility in the Northeast corner of I-29 and 32<sup>nd</sup> Avenue South in Fargo, with a legal description as follows:

A tract of land lying in the South ½ of the Southwest ¼ of Section 23, Range 49 W., Township 139 N., in Cass County, North Dakota, described as follows:

Beginning at a point on the Section line, 1173.00 ft. East of the Southwest corner of said Quarter and measured along the South section line, thence East along said Section a distance of 650.00 ft., thence northerly, parallel to the West line of said Quarter a distance of 450.00 ft., thence Westerly parallel to the South line of said Quarter a distance of 1064.40 ft. to the East Right-of-Way line of Interstate Highway 29, thence South 29°22' East a distance of 172.12 ft. along said Right-of-Way thence South 68°30' East a distance of 354.68 ft. thence Southerly along said Right-of-Way a distance of 170.00 ft. to the point of beginning, said tract containing 8.5 acres, more or less, inclusive of the portion lying within 33 ft. North of and parallel to the South section line.

April 26, 2024

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Please accept this letter as Cass County Electric Cooperative's written statement and appearance supporting unconditional approval of the Settlement Agreement that Xcel has filed in this matter.

Be advised that Cass County Electric reserves the right to object to any extension beyond the specific service requested.

If you need anything further, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tami Norgard". The signature is written in a cursive style with a large, looped initial "T".

Tami Norgard

TLN:kfs

cc: Paul Matthys, CEO, CCEC (via email)