

permitting, rate or rulemaking proceedings, lobbying for transmission or tariff legislation (particularly 2005 Ch. 97), transmission entities and transfer of assets, wind promotion, etc.

- c. In conjunction with agreements and contractual obligations above, provide copies of any dependent, related, ancillary and/or associated side agreements and/or funding agreements, expressly or impliedly regarding transmission, entirely or in part.
- d. Identify and provide copies of any agreements, stipulations, contracts, etc., which contain contractual requirements, incentives, boundaries and/or limits to participation in the ITC transmission Certificate of Need (12-1053) and/or Routing (12-1337) dockets.
- e. Identify and provide copies of any agreements, stipulations, contracts, etc. with utilities, co-operatives, municipal utilities, project developers, including but not limited to those above, signed by William Grant, formerly Izaak Walton League, and Nancy Lange, formerly Izaak Walton League.

These requests are continuing, and if new or additional information is discovered, please supplement your responses as soon as possible.

Electronic format preferred, via email or CD.

Response by: _____

List sources of information:

Title: _____

Department: _____

Telephone: _____

MINNESOTANS FOR AN ENERGY-EFFICIENT ECONOMY'S
Sustainable Minnesota

UTILITY MERGER INFORMATION



[A Chronological Listing of What's New at Sustainable Minnesota](#)

**Environmental Coalition Agreement with Northern States Power Company
 in the Matter of NSP and New Centures Energy's Proposed Merger**

STIPULATION AGREEMENT

MN PUC Docket E,G002/PA-99-1031

This Stipulation Agreement made this 15th day of December, 1999, by and between Northern States Power Company (Minnesota) ("NSP"), on behalf of itself and its public utility subsidiaries, Izaak Walton League of America, Minnesotans for an Energy Efficient Economy and Environmental Law and Policy Center of the Midwest (referred to as the Environmental Coalition), and hereinafter referred to as the "Parties."

WHEREAS, the Environmental Coalition has a membership which includes customers of NSP; and

WHEREAS, NSP has proposed to merge with New Century Energies, Inc. ("NCE"); and

WHEREAS, the Environmental Coalition believes that NSP's decision to merge with NCE may adversely impact the effectiveness of Minnesota regulatory process to protect the public interest; and

NOW THEREFORE, It is agreed that:

1. NSP agrees to study the technical feasibility and economic impact of conversion of first its High Bridge plant (units 3 and 4) and then its Riverside (units 7 and 8) generating facility to natural gas. The studies will be conducted in a time frame that allows NSP to gain information from its current Black Dog Repowering effort, but is not contingent on the outcome of the Blackdog Certificate of Need process, and in any event not later than July 1, 2001. NSP agrees to provide information regarding how it will conduct the feasibility study to the Environmental Coalition. The feasibility criteria used by NSP will be based on factors aimed at measuring the potential profitability of the converted facilities based on the assumed revenue stream and the cost, taking into consideration: environmental externality values set by the Minnesota Public Utilities Commission; the current cost of producing electricity at these units where applicable; the estimated cost of producing or purchasing electricity from an alternative facility or supplier; the value of any net additional generating capacity; the value of new generating capacity with load following capability; an analysis of market

conditions at the time of the studies. NSP agrees to include the results of the studies in its resource plan following the completion of the studies as a potential resource option.

2. NSP agrees that it will conduct an evaluation of both demand-side and supply-side non-nuclear resource options to its Prairie Island nuclear generating units in the event of a pre-license expiration shutdown and file it with the Commission in its upcoming resource plan.

3. NSP agrees that its new public utility subsidiary of Xcel, Inc. will be subject to applicable Minnesota Statutes including but not limited to provisions related to conservation and renewable energy. NSP further agrees that its control over output, the economic life of the plant and the budget make it a "public utility that operates a nuclear generating facility" for purposes of Minnesota statutes, rules and orders of the applicable regulatory agencies and that the transfer of NSP's licenses to operate nuclear facilities issued by the Nuclear Regulatory Commission to the Nuclear Management Company will in no way affect this interpretation or the applicability of rules and orders adopted pursuant to such Minnesota statutes.

4. NSP agrees to undertake the necessary transmission studies with respect to upgrades needed to move additional increments of up to a total of 825 MW of wind generation from within the State of Minnesota, subject to the requirements and procedures of FERC Order 888/889. Upon review of the most feasible transmission alternatives, NSP agrees that it will seek all necessary regulatory approvals, including regional transmission planning approvals, and will file for a Certificate of Need and/or Environmental Impact Statement, as required by law, by July, 2001, unless the requirements for filing have not been satisfied, such that a filing made on this date would not satisfy the Minnesota Public Utilities Commission's requirements for Certificate of Need filings, in which case the filing shall be made within a reasonable period thereafter. In the event that wind resources are not procured in an all-source bidding scheduled for 2000 or 2001, NSP agrees to provide an assessment of the impediments to wind in an all-source bidding process in its July 1, 2002 resource plan. The Parties agree to work together to remove the identified impediments to wind energy with the intention of improving its performance in subsequent all-source bidding processes. Efforts to remove the identified impediments may include, but are not limited to, legislative initiatives to lower costs, initiatives to improve wind accreditation, identification of preferred sites for wind developments, and improvements to wind forecasting to address operational issues. Nothing in this provision waives either Parties' right to argue their position regarding wind procurement before the MPUC in future Resource Plan proceedings.

5. NSP agrees to study the potential for distributed generation technologies on its system in its July 2000 resource plan. This study shall include analysis of opportunities and economics of distributed wind, fuel cell, microturbine, and industrial cogeneration technologies up to 5000 kilowatts in size. Unless otherwise agreed to by the Parties, within one year after a Commission order approving the merger, NSP will file a distributed generation tariff to facilitate low-cost, safe and standardized interconnection for dispersed generation on its system. NSP agrees to consult with the Coalition in the design of the study and the proposed tariff.

6. New NSP Utility agrees to continue to seek approval of affiliated interest agreements as required by Minn. Stat. 216B.48 and that it will not raise federal preemption as a defense to Minnesota Public Utilities Commission's decisions with respect to Resource Planning. Further, NSP commits to not claim that federal preemption precludes the Commission from evaluating and disallowing recovery of costs allocated to New NSP Utility on the basis of imprudence, including costs allocated to New NSP Utility under an affiliated interest agreement or the Joint Operating Agreement, and agrees to hold ratepayers harmless from any decision overruling the Commission's decision in the event that another party successfully challenges an MPUC Order by raising federal preemption under these circumstances where NSP has waived such right.
7. This Stipulation Agreement resolves all issues among the parties in MPUC Docket E,G002/PA-99-1031 related to approval and consummation of the merger including the intervention filed by the Environmental Coalition on November 1, 1999. The Environmental Coalition agrees not to either directly or indirectly through third parties, oppose, delay or otherwise seek to place further conditions on NSP and NCE's proposed merger in any state or federal regulatory or other legal proceeding.
8. This Stipulation Agreement applies to each of the Parties and shall be binding on the successors and assigns of the Parties and any subsequent owner of a material portion of the transmission assets of NSP. This Stipulation Agreement shall not be deemed to constitute an admission by any Party that any allegation or contention is true and valid except as to the terms provided for in the Stipulation Agreement, and shall establish no principles or precedents.
9. NSP will perform the commitments described in this Stipulation Agreement regardless of whether the merger is consummated.
10. This Agreement may be executed in identical counterparts with the same effect as if a single copy were executed.

Signed by:

Northern States Power Company

Izaak Walton League of America and

The Environmental Law and Policy Center of the Midwest

Minnesotans for an Energy-Efficient Economy

Dated: December 15, 1999

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STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Leroy Koppendrayer	Chair
Ellen Gavin	Commissioner
Marshall Johnson	Commissioner
Gregory Scott	Commissioner
Phyllis Reha	Commissioner

Petition of Northern States Power Company
d/b/a Xcel Energy for Approval of the
Transfer of Functional Control of Transmission
Facilities to TRANSLink Transmission
Company LLC and for Related Relief

Docket No. E002, PT6025/PA-02-2152

and

Petition of Interstate Power and Light
Company For Approval of the Transfer
of Functional Control of Transmission
Facilities To TRANSLink Transmission
Company LLC And For Related Relief

Docket No. E001, PT6205/PA-02-2219

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made and entered into this 20th day of June, 2003, by and between TRANSLink Management Development Corporation ("TRANSLink Development") for itself and on behalf of its successor TRANSLink Management Corporation, and the Minnesota Center for Environmental Advocacy, Izaak Walton League of America – Midwest Office and Minnesotans for an Energy Efficient Economy and North American Water Office (jointly, "the Intervenors") collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, On December 16, 2002, Northern States Power Company d/b/a Xcel Energy ("Xcel Energy") petitioned the Minnesota Public Utilities Commission ("Commission")

for an Order authorizing the transfer of functional control of its transmission facilities in the State of Minnesota to TRANSLink Transmission Company LLC ("TRANSLink") and transfer of ownership of Xcel Energy's Energy Management System ("EMS") software pursuant to Minn. Stat. 216B.50 (the "Xcel Energy Petition");

WHEREAS, On December 30, 2002, Interstate Power and Light Company ("IPL") petitioned the Commission for an Order authorizing the transfer of control and ownership of its transmission facilities in the State of Minnesota to TRANSLink (the "IPL Petition");

WHEREAS, the Xcel Energy Petition and the IPL Petition are collectively referred to herein as "the Petitions;"

WHEREAS, On or about March 24, 2003 the Intervenors submitted initial comments on the Petitions to the Commission and expressed concerns relating to the TRANSLink transmission planning process and TRANSLink's ability to satisfy certificate of need ("CON") information requirements.

WHEREAS, at least one of the Intervenors petitioned the Commission for intervention as a party pursuant to Minnesota Rule 7829.0800 and more than 15 days have elapsed without an objection to that petition being filed;

WHEREAS, On April 14, 2003, the Intervenors submitted reply comments wherein Intervenors requested that the Commission require Xcel Energy to provide satisfactory mechanisms to ensure formal and meaningful stakeholder participation in the TRANSLink transmission planning process and to ensure that TRANSLink will satisfy the content requirements for resource planning and CON filings TRANSLink may submit proposing to construct transmission facilities in Minnesota;

WHEREAS, the Intervenor also expressed concerns in comments regarding the ability of the Commission to require TRANSLink to take actions to modify its transmission planning process because TRANSLink was not a petitioner in this proceeding;

WHEREAS, On April 14, 2003, TRANSLink Development, the predecessor entity to TRANSLink Management Corporation, filed reply comments and petitioned the Commission for intervention as a party pursuant to Minnesota Rule 7829.0800 and more than 15 days have elapsed without an objection to that petition being filed;

WHEREAS, TRANSLink Development and Intervenor is each a party to the above captioned proceeding by operation of Minnesota Rule 7829.0800, Subpart 5;

WHEREAS, After these filings, representatives from Intervenor met with TRANSLink Development and discussed the concerns of Intervenor;

WHEREAS, TRANSLink Development and Intervenor have agreed to make certain commitments to each other, which commitments would fully satisfy Intervenor's concerns about the Xcel Energy petition and the proposed transfers to TRANSLink;

WHEREAS, TRANSLink and Intervenor recognize the rapidly expanding legislative, regulatory, and market support for continued strong growth of wind power in the TRANSLink footprint, and agree that it is reasonable to expect that at least 7500 megawatts (MW) of new wind power will be operational in the TRANSLink footprint by 2015;

WHEREAS, The Parties wish to memorialize these commitments in this Settlement Agreement to fully and finally settle all of Intervenor's concerns in this proceeding about the Xcel Energy petition and the proposed transfers to TRANSLink;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. To the extent reasonable and practicable, TRANSLink shall avoid filing exemption requests when it files CON applications for future transmission facilities in Minnesota, including when it makes transmission project filings under the statewide biennial transmission planning process. TRANSLink shall not file exemption requests on the grounds that TRANSLink neither owns or controls, or manages electric generation or electric distribution facilities. TRANSLink commits to work with all of its Participants in Minnesota to gather the information required for a CON application. If TRANSLink files a request to be exempt from any Minnesota CON filing requirement because neither TRANSLink nor its Participants can gather the required data, TRANSLink will identify in such exemption request the steps TRANSLink has taken to obtain the data and explain why neither TRANSLink nor its Participants could provide the data.

2. Once TRANSLink begins operations and provides service under its rate schedules, the Intervenor and TRANSLink shall jointly undertake to create a coalition of organizations that support the development in TRANSLink's footprint of small-scale community-based and large-scale wind generation (the "Wind Coalition"). The purpose of the Wind Coalition will be to work with TRANSLink to develop the infrastructure, operations, and tariffs needed to serve wind generation throughout the TRANSLink footprint. The Wind Coalition shall compile and submit to TRANSLink Wind Development Plan(s) for use in determining what transmission infrastructure development, operational solutions, and tariff changes may be needed to serve forecast wind generation development within TRANSLink's

footprint. To address seams issues, the Wind Development Plan(s) may also consider forecast wind generation development in states or other areas adjacent to the TRANSLink footprint.

3. TRANSLink Development will develop the TRANSLink Planning Process, a working draft of which is attached hereto as Exhibit A, in a way that affords the Wind Coalition a level of participation in the TRANSLink regional planning process at least as great as Intervenor may have in the MISO super-regional and Mid-Continent Area Power Pool ("MAPP") regional planning processes. The Intervenor's level of participation in the TRANSLink Planning Process shall never be less than that currently afforded to Intervenor under the MISO and MAPP planning processes except where such participation is, through no effort of TRANSLink, limited by any court or administrative agency of competent jurisdiction. For example, the Wind Coalition may participate in the scenario planning process and participate in and comment on TRANSLink study scopes, problem identification, solution development, solution testing and solution evaluations. Consistent with the nature of its participation at MAPP and MISO, the Wind Coalition will provide assumptions relating to wind generation for use in planning scenarios and assist TRANSLink in identifying potential non-transmission solutions where appropriate. Non-transmission solutions may include, but are not limited to, control strategies, distribution or generation solutions, demand side management, operational solutions, or tariff modifications.

4. As part of the Wind Coalition's participation in the TRANSLink Planning Process, the Wind Coalition will:

- (a) Annually prepare and submit a forecast (the "Wind Development Plan") of the quantity of wind generation expected to be installed in the TRANSLink

region, where that wind generation is likely to be located and when the generation is expected to come on-line.

(b) TRANSLink shall integrate the Wind Development Plan into the TRANSLink Planning Process, including but not limited to TRANSLink "scenario" planning initiatives. As part of the TRANSLink Planning Process, TRANSLink shall work with the Wind Coalition to analyze and identify the transmission infrastructure requirements, operational modifications, and tariff changes that may be needed to serve the forecasted wind generation (the "Wind Response Plan"). TRANSLink shall provide the Wind Response Plan to the Wind Coalition for review and comment in accordance with established review procedures within the TRANSLink Planning Process.

(c) The Wind Coalition shall evaluate and make recommendations to TRANSLink on the Wind Response Plan. TRANSLink shall thereafter implement the Wind Response Plan in a fashion consistent with the Wind Coalition's recommendations to the extent that such recommendations are technically feasible and consistent with good utility practice, electric reliability and security. TRANSLink is not required to implement the Wind Coalition's recommendations where the costs associated with implementing and sustaining such recommendations are not reasonable or where TRANSLink reasonably believes that such costs would not be recoverable in TRANSLink's rates.

5. The Wind Coalition will prepare and submit to TRANSLink list(s) of any transmission-related issues within the TRANSLink footprint that the Wind Coalition believes TRANSLink needs to address to facilitate the development of wind generation (a "Wind Issues

List(s)"). The Wind Issues List(s) need not be prepared and submitted within the context of the TRANSLink Planning Process. The Wind Issues List(s) may recommend transmission solutions or non-transmission solutions (examples of which are listed in paragraph 3 of this Settlement Agreement) to the issues raised. Within 120 days of receiving the Wind Issues List(s), TRANSLink shall evaluate the issues and shall provide the Wind Coalition with a response identifying the actions TRANSLink agrees to implement or alternative solutions TRANSLink proposes to implement to address the issues on the Wind Issues List(s) (a "Wind Issues Response Plan(s)"). The Wind Coalition shall review the Wind Issues Response Plan(s) and make recommendations to TRANSLink. TRANSLink shall thereafter implement the Wind Issues Response Plan(s) in a fashion consistent with the Wind Coalition's recommendations to the extent that such recommendations are technically feasible, consistent with good utility practice, and consistent with electric reliability and security. TRANSLink is not required to implement the Wind Coalition's recommendations where the costs associated with implementing and sustaining such recommendations are unreasonable or where TRANSLink reasonably believes that such costs would not be recoverable in TRANSLink's rates.

6. TRANSLink recognizes that the process of obtaining rights-of-way within its footprint has the potential to generate significant public controversy. TRANSLink shall work with the Wind Coalition to investigate and implement creative solutions or alternatives for the procurement of and landowner compensation for transmission rights of way. To the extent that TRANSLink and the Wind Coalition agree to implement any particular alternative, the Intervenor shall not object to TRANSLink's recovery of associated reasonable costs in TRANSLink's rates.

7. Within 180 days after TRANSLink commences operations, TRANSLink and the Wind Coalition shall jointly identify and evaluate any federal and/or state regulatory impediments to 1) the efficient development and execution of infrastructure development plans necessary to accommodate planned wind generation, and 2) the provision of ancillary services for wind generation facilities. TRANSLink and the Wind Coalition shall thereafter work together with the goal of jointly developing any federal and/or state regulatory filings that may be appropriate and necessary to achieve the elimination or minimization of such regulatory impediments. Any rate schedule amendments to reduce or eliminate such impediments are subject to FERC approval. This paragraph is not intended to limit the Parties' right to express independent views on issues that are or may in the future be pending before any federal and/or state regulatory agency(ies).

8. As a result of the commitments that TRANSLink Development makes in this Settlement Agreement, Intervenors agree that Commission approval of TRANSLink will bring about beneficial opportunities for stakeholder involvement in expanding the transmission infrastructure, operations, and tariffs that support significant wind power expansion in the TRANSLink footprint. Intervenors agree that this Settlement Agreement addresses all of the concerns Intervenors raised in these proceedings, and hereby withdraw their opposition to the Petitions, having no further objections to Commission approval of the Petitions.

9. Intervenors will not propose any conditions to the Commission other than those to which TRANSLink Development has agreed in this Settlement Agreement, nor will Intervenors advocate for any conditions that have been or in the future may be proposed by other parties and commenters in this proceeding, other than those conditions set forth in this Settlement

Agreement. Intervenors may advocate for conditions contained in other Settlement Agreements TRANSLink submits to the Commission in this proceeding.

10. TRANSLink hereby agrees to the MPUC's imposition of the requirements of this Settlement Agreement on TRANSLink as a condition of any order approving the Petitions.

11. Upon TRANSLink's request, Intervenors shall submit to agency(ies) in other states before which application(s) for the transfer of control of transmission facilities to TRANSLink are pending written comments or correspondence expressing their support for such application(s) on the basis of the application's(s') beneficial opportunities for wind power development, so long as TRANSLink agrees to conditions consistent with this Settlement Agreement in such other states. Intervenors shall not be required to make such submissions where they have objections to pending applications on issues that were not implicated by the Petitions in these proceedings.

12. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of TRANSLink Development and Intervenors whether by way of merger, consolidation, operation of law, assignment, purchase or other acquisition. If the proposed transfer of functional control of Xcel Energy's and IPL's transmission facilities to TRANSLink is not effectuated for any reason, this Settlement Agreement shall be of no force and effect.

13. In entering into this Settlement Agreement, the Parties represent that they have relied upon the advice of their attorneys, that each party's attorney is the attorney of the party's own choice, that they have read the terms of this Settlement Agreement, that the terms of this Settlement Agreement have been completely read and explained to them by their attorney, and that the terms are fully understood and voluntarily accepted by them. Each party agrees and

represents that neither party is relying on any representations or statement(s) made by the other party or anyone representing the other party or by any person employed by the other party.

14. It is understood and agreed that all offers of settlement and discussions related thereto are privileged and may not be used in any manner in connection with proceedings in this case or otherwise, except as provided by law. In the event the Commission does not approve this Settlement Agreement, the Settlement Agreement shall not constitute part of the record in this proceeding and no part thereof may be used for any purpose in this proceeding or otherwise. This Settlement Agreement shall not in any respect constitute a determination by the Parties as to the merits of any specific allegations or contentions made by the Parties.

15. This Settlement Agreement constitutes the entire agreement and understanding between the Parties pertaining to the resolution of issues in this proceeding and the other matters specified herein, and supersedes and replaces all prior negotiations and proposed agreements, written or oral.

16. Any modification to this Settlement Agreement shall not be binding on the Parties unless consented to in writing by TRANSLink Development and Intervenors.

17. This Settlement Agreement may be executed in counterparts with the same force and effect as if a single original had been executed by the Parties hereto. A facsimile signature will be considered as an original.

TRANSLink Management Development Corp.



by Audrey Zelman, its Chief Executive Officer
for itself on and behalf of its successor
TRANSLink Management Corporation

Izaak Walton League of America – Midwest Office

by William Grant, its Associate Executive Director

Minnesotans for an Energy Efficient Economy

by Michael Noble, its Executive Director

Minnesota Center for Environmental Advocacy

by Martha Brand, its Executive Director

North American Water Office

by George Crocker, its Executive Director

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 6/23/03
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