

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

This **AGREEMENT**, is made and entered into by the City of Sioux Falls, of 224 W. Ninth Street, Sioux Falls, SD 57117-7402, hereinafter referred to as **Sioux Falls**, and Northern States Power Company dba Xcel Energy, of 500 West Russell Street, Sioux Falls, SD 57104, hereinafter referred to as **Xcel**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein contained, which include the following:

1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.
2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each electric utility operating within the state. The service territories for Xcel and Sioux Falls within the boundaries of the municipality of Sioux Falls were established on September 7, 1976 in PUC Docket F-3107 and were subsequently amended in PUC Dockets F-3601, F-3694, F-3717, F-3738, and F-3752. The SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility.
3. The purpose of this Agreement is to verify and update all existing service territory mapping data for use in a Geographic Information System (GIS). Throughout this process, all mapping data, including: initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. A legal description was formulated by the SD PUC staff and sent to the Parties for review and verification.
4. The mapping data contained in the attached legal description (Exhibit A) and the corresponding maps (Exhibit B) accurately represent the service territories currently served by the Parties.
5. Any location receiving service from an electric utility within whose service territory that location is not located shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission pursuant to SDCL 49-34A-55. The Parties retain the right to serve their own facilities and utility property as provided in SDCL 49-34A-57.
6. Under this Agreement, any changes made to mapping data are to be deemed intentional and a result of the review and exchange of information between the SD PUC staff and the Parties hereto. Any changes in mapping data should be considered a request by the Parties to the SD PUC, for approval of change in service territory according to state law. If approved by the SD PUC, the revised mapping data

shall hereafter constitute the controlling service territory designations of the Parties; and as evidence of such territorial designations, the Parties and the SD PUC shall maintain the territorial mapping data and this Agreement. Except as stated herein or shown on the above described exhibits, this Agreement is not intended to change, abrogate or waive the rights of any party that were established in the SD PUC Dockets listed above.

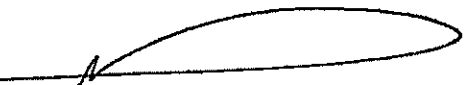
7. Unless agreed to by the Parties and approved by the SD PUC, no changes or updates of mapping data under this Agreement shall change the service provider for any South Dakota consumer. Further, the Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.

8. This Agreement shall be binding upon the Parties and their successors, assigns, agents and representatives.

9. Approval of this Agreement by the SD PUC shall not in any way constitute a determination by the SD PUC as to the merits of any allegations or contentions that may arise as a result of this Agreement and shall not foreclose the SD PUC from the review of any allegations or contentions that may arise hereafter.

10. This Agreement shall not foreclose the ability of the Parties hereto, to modify the service territory as established in this Agreement through the processes provided under the laws of the State of South Dakota.

City of Sioux Falls

By: 

Title: Mike T. Huether, Mayor

Date: 5/10/18

Attest: Tamara Ingerson
asst. city clerk



Northern States Power Company dba Xcel Energy

By: _____

Title: _____

Date: _____

Northern States Power Company dba Xcel Energy

By: _____

Title: _____

Date: _____

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City of Sioux Falls

By: _____

Title: Mike T. Huether, Mayor

Date: _____

Attest:

Northern States Power Company dba Xcel Energy

By: Laura McCarter

Title: Regional Vice President

Date: April 20, 2018

Northern States Power Company dba Xcel Energy

By: _____

Title: _____

Date: _____

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City of Sioux Falls

By: _____

Title: Mike T. Huether, Mayor

Date: _____

Attest:

Northern States Power Company dba Xcel Energy

By: 

Title: Regional Vice President

Date: 4/20/18 Dist ops

Northern States Power Company dba Xcel Energy

By: _____

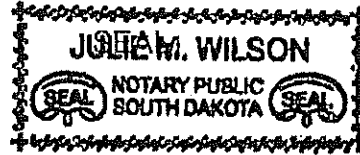
Title: _____

Date: _____

CITY OF SIOUX FALLS

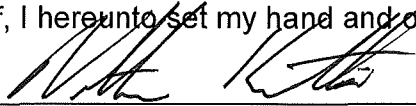
ON this 7 day of May, 2018, before me, the signing officer, personally appeared Mike T. Huetter, who acknowledged himself to be the Mayor of Sioux Falls, and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Julie M. Wilson
Notary Public
My Commission Expires: 11/8/22



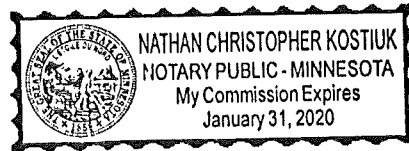
NORTHERN STATES POWER COMPANY DBA XCEL ENERGY

ON this 20th day of April, 2018, before me, the signing officer, personally appeared Laura McCarthen, who acknowledged himself/herself to be the Regional Vice President for Northern States Power Company dba Xcel Energy and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public
My Commission Expires: January 31, 2020

SEAL




ON this _____ day of _____, 2018, before me, the signing officer, personally appeared _____, who acknowledged himself/herself to be the _____ for Northern States Power Company dba Xcel Energy and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

NORTHERN STATES POWER COMPANY DBA XCEL ENERGY

ON this 20th day of April, 2018, before me, the signing officer, personally appeared Stephen Foss, who acknowledged himself/herself to be the Regional Vice President. for Northern States Power Company dba Xcel Energy and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public
My Commission Expires: January 31, 2023

SEAL



ON this _____ day of _____, 2018, before me, the signing officer, personally appeared _____, who acknowledged himself/herself to be the _____ for Northern States Power Company dba Xcel Energy and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL