

Legislative

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6

~~1st~~^{2nd} Revised Sheet No. 22

Cancelling ~~Original 1st Revised~~ Sheet No. 22

SECTION 5 STANDARD INSTALLATION AND EXTENSION RULES

5.1 STANDARD INSTALLATION

A. Service at Secondary and Primary Voltage

Secondary voltage service is defined as single or three phase alternating current from 208 volts up to but not including 2,400 volts. Primary distribution voltage service is defined as three phase alternating current from 2,400 volts up to but not including 69,000 volts.

The Company will provide permanent service at the standard voltage and phase available in the area to the service location designated by the Company. The Company will not be required to provide overhead service in an area serviced by an underground distribution system. Primary and Secondary service types cannot be located on the same contiguous property. Secondary service voltage is not permitted for customers already supplied with primary service voltage, and primary service voltage is not permitted for customers already supplied with secondary service voltage. If requested by the Company, the customer shall execute an agreement or service form pertaining to the installation, operation, and maintenance of the facilities. Payments required under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company, and any payment by customer will not entitle the customer to any ownership interest or rights therein.

Unless otherwise stipulated in the applicable agreement or service form, and prior to any installation by the Company, the customer is required to provide the necessary right-of-way for the installation of the Company's facilities and to have the property developed so that the Company's facilities will be installed in a permanent location and can be installed without any delays caused by the customer.

For purposes under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company's costs are all direct and indirect expenses, including material, labor, overheads, and applicable taxes, incurred by the Company due to such an installation as determined by allocations under the Company's usual accounting methods.

The Company will install, own, and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company:

(Continued on Sheet No. 6-23)

Date Filed: ~~06-30-09~~⁰⁶⁻³⁰⁻²⁵

By: ~~Judy M. Pifer~~^{Ryan J. Long}

Effective Date: ~~01-18-10~~

EVP, Chief Legal & Compliance Officer and President ~~and CEO of,~~ Northern States Power Company, a Minnesota corporation

Docket No. ~~EL09-00925-~~

Order Date: ~~01-12-10~~

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

UNDERGROUND SERVICE FORM

Section No. 8

~~Original~~1st Revised Sheet No. 17

~~Canceled~~Original Sheet No. 17



UNDERGROUND SERVICE FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") hereinafter called "Xcel Energy", extending its facilities to make _____ volt, _____ phase, _____ wire underground service available to (Customer) _____ (City) _____ at (Service Address) _____ the sum of _____ Dollars (\$ _____) will be paid to Xcel Energy by (if other than above) Address (if other than above) _____ City/State/Zip _____ In accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by _____

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. _____ agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. _____ agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. ~~Customer must provide, at minimum, the following clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. All padmount transformers must have ground-to-sky clearances complying with the requirements found in the Xcel Energy Standards and Use Manual. Also, a transformer cannot be below grade as the transformer cannot be within the building footprint.~~ If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.

(Continued on Sheet No. 8-18)

Date Filed: ~~44-29-1806-30-25~~ By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~04-22-19~~
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation
Docket No. ~~EL48-05225-~~ Order Date: ~~04-22-19~~

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION
AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR
MIXED USE DEVELOPMENTS (Continued)**

Section No. 8
~~Original~~1st Revised Sheet No. 20
Canceling Original Sheet No. 20



- 4.1 Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the Development Property. Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligations hereunder.
- 4.2 Developer grants Xcel Energy the exclusive right to distribute the Service elected under this Agreement to all residential, commercial and industrial building structures within the Development Property. If another entity distributes electric-rated Service elected under this Agreement to any building structure within the Development Property, then the Developer may be required to reimburse Xcel Energy for Xcel Energy's costs in the design and installation of the System in order to provide the Service. If another entity distributes natural gas-related Service elected under this Agreement to any building structure within the Development Property, then the Developer will be required to reimburse Xcel Energy for Xcel Energy's costs in the design/material and installation of the System in order to provide the service. Xcel Energy will determine the costs eligible for reimbursement in accordance with Minnesota Statutes, Minnesota Public Utilities Commission Rules, and its prevailing tariff provisions for the specific utility service.
- 4.5 Prior to the installation of said System, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation, and maintenance of said System, will provide permanent access to said System and grants Xcel Energy the right to install, operate and maintain said System on the Development Property.
- 4.6 Xcel Energy shall endeavor to coordinate the installation of the System with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said System in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the System contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.
- 4.7 Developer agrees that, prior to Xcel Energy starting work on any segment of the System, Developer shall establish ~~grades in the utility easement and System route which shall not be above or more than four (4) inches below the finished grade~~ ground elevation along the route in compliance with the utility clearance requirements of final grade, found in the Xcel Energy Standards and Use Manual, and meet site readiness requirements. In addition: (1) Developer will ensure the route of the System shall be accessible to Xcel Energy's equipment; (2) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (3) Xcel Energy agrees to contact the state utility locating service to locate third party utility facilities (phone, cable, etc) on Development Property, however, Xcel Energy is not responsible for any damage to Developer-owned underground facilities not exposed or located at the time System and Service is installed; (4) Developer shall place marker stakes at all lot corners, ~~lot numbers or house numbers~~; and (5) Developer agrees to contact Xcel Energy prior to road base construction and install conduit crossings to locations on Development Property designated by Xcel Energy. Improperly installed conduits may result in additional charges to Developer.
- 4.8 Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of: (1) delays ~~or changes~~ caused by Developer; (2) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc.; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the Service route, prior to the installation of said System; or (4) specific routes or preferred locations of underground System facilities made to accommodate the needs of Developer. Xcel Energy will backfill trench with existing soil. If additional backfill material is needed, e.g. sand, etc., Developer will incur additional charges. Compaction along Service route and restoration of the construction area on Development Property is solely the responsibility of Developer.

(Continued on Sheet No. 8-21)

Date Filed: ~~44-29-1806-30-25~~ By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~04-22-19~~
~~EVP, Chief Legal & Compliance Officer and~~ President, Northern States Power Company, a Minnesota corporation
Docket No. ~~EL48-05225-~~ Order Date: ~~04-22-19~~

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION
AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR
MIXED USE DEVELOPMENTS (Continued)**

Section No. 8
~~Original~~1st Revised Sheet No. 21
Canceling Original Sheet No. 21



- 4.9 The installation of the underground System may be subject to a winter construction charge if it is installed between October 1st and April 15th. Developer agrees to pay this charge in advance of construction if Xcel Energy determines winter conditions exist when the System facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Developer is ready to accept Service, executes this form, and notifies Xcel Energy in writing that the requirements of the Agreement have been fulfilled.
- 4.10 The System facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Developer, its contractors, or customers shall not entitle Developer, its contractor, or customers to any ownership interest or rights therein.
- 4.11 ~~Developer agrees to maintain a minimum of 18 inch cover over all Xcel Energy natural gas Service laterals and 24 inch (at final grade) cover over natural gas main System facilities after installation. Developer agrees to maintain a minimum of 30 inch cover over electric primary cable and minimum of 24 inch cover over secondary cable (Service laterals). Developer agrees to maintain the utility clearance requirements over and around all Xcel Energy Facilities during and after installation, found in the Xcel Energy Standards and Use Manual. Customer agrees to pay the cost of relocating any portion of said facilities made to accommodate its need or required because of alterations to the property.~~
- 4.12 Developer agrees to pay the cost of relocating any portion of said System facilities where the relocation was made to accommodate the needs of Developer or required because of subsequent alterations to any property within the Development Property.
- 4.13 ~~For natural gas System and Service, Developer agrees to maintain sufficient space and support as designed by Xcel Energy for installation of Xcel Energy metering equipment. In addition, Developer agrees that this space shall be located a minimum of three (3) feet from electrical equipment, windows, downspouts, or air intakes as specified in the national fuel gas code, Section 2-7.2. Developer agrees to provide sufficient space and support as designated by Xcel Energy for installation, service, and maintenance of Xcel Energy Metering equipment. Please reference the utility specific installation standards for Xcel Energy's owned assets found in the Xcel Energy Standards and Use Manual. Other requirements may exist, customer is responsible for reaching out to licensed/qualified plumber or contractor, local building authorities, and other utility service providers.~~
- 4.14 For electric System and Service, Developer agrees to provide ~~the following minimum clearance~~ around the transformer: ~~front, 10 feet; sides and back, 2 feet; with the following exception: side-facing building must have 30" clearance, in compliance with the minimum clearance requirements found in the Xcel Energy Standards and Use Manual.~~ These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day. Xcel Energy will not be responsible for costs to repair obstruction if minimum clearance is not present.
- 4.15 Developer agrees to begin using service within 90 days after Xcel Energy completes System and Service installation. If Developer fails to use any of said Service, Xcel Energy may charge Developer: (i) the reasonable cost of installing the System, less any customer contribution made; or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes.
- 4.16 If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit, the permits, licenses, or authority necessary for the installation and operation of the System, this Agreement shall be void and neither Party hereto shall have rights, duties or privileges hereunder.
- 4.17 If Developer modifies the scope of work after this Agreement is executed, the Developer is responsible for all costs associated with the agreed-upon modification.

5.0 ABANDONMENT; ASSIGNMENT. Developer agrees that if Developer or Xcel Energy terminates Service, Xcel Energy has the right to abandon its System facilities in place. Developer will not assign this Agreement except upon written consent of Xcel Energy, which shall not be unreasonably withheld.

(Continued on Sheet No. 8-22)

Date Filed: 44-29-1806-30-25 By: Christopher B. Clark Ryan J. Long Effective Date: 04-22-19
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation
Docket No. EL48-05225- Order Date: 04-22-19

Non-Legislative

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
2nd Revised Sheet No. 22
Cancelling 1st Revised Sheet No. 22

SECTION 5 STANDARD INSTALLATION AND EXTENSION RULES

5.1 STANDARD INSTALLATION

A. Service at Secondary and Primary Voltage

Secondary voltage service is defined as single or three phase alternating current from 208 volts up to but not including 2,400 volts. Primary distribution voltage service is defined as three phase alternating current from 2,400 volts up to but not including 69,000 volts.

The Company will provide permanent service at the standard voltage and phase available in the area to the service location designated by the Company. The Company will not be required to provide overhead service in an area serviced by an underground distribution system. Primary and Secondary service types cannot be located on the same contiguous property. Secondary service voltage is not permitted for customers already supplied with primary service voltage, and primary service voltage is not permitted for customers already supplied with secondary service voltage. If requested by the Company, the customer shall execute an agreement or service form pertaining to the installation, operation, and maintenance of the facilities. Payments required under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company, and any payment by customer will not entitle the customer to any ownership interest or rights therein.

Unless otherwise stipulated in the applicable agreement or service form, and prior to any installation by the Company, the customer is required to provide the necessary right-of-way for the installation of the Company's facilities and to have the property developed so that the Company's facilities will be installed in a permanent location and can be installed without any delays caused by the customer.

For purposes under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company's costs are all direct and indirect expenses, including material, labor, overheads, and applicable taxes, incurred by the Company due to such an installation as determined by allocations under the Company's usual accounting methods.

The Company will install, own, and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company:

(Continued on Sheet No. 6-23)

Date Filed: 06-30-25

By: Ryan J. Long

Effective Date:

EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

Docket No. EL25-

Order Date:

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

UNDERGROUND SERVICE FORM

Section No. 8
1st Revised Sheet No. 17
Canceling Original Sheet No. 17



UNDERGROUND SERVICE FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") hereinafter called "Xcel Energy", extending its facilities to make _____ volt, _____ phase, _____ wire underground service available to (Customer) _____ at (Service Address) _____ (City) _____ the sum of _____ Dollars (\$ _____) will be paid to Xcel Energy by (if other than above) Address (if other than above) _____ City/State/Zip _____ In accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by _____

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. _____ agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. _____ agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. All padmount transformers must have ground-to-sky clearances complying with the requirements found in the Xcel Energy Standards and Use Manual. Also, a transformer cannot be below grade as the transformer cannot be within the building footprint. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.

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(Continued on Sheet No. 8-18)

Date Filed: 06-30-25 By: Ryan J. Long Effective Date:
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation
Docket No. EL25- Order Date:

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION
AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR
MIXED USE DEVELOPMENTS (Continued)**

Section No. 8
1st Revised Sheet No. 20
Canceling Original Sheet No. 20



- 4.1 Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the Development Property. Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligations hereunder.
- 4.2 Developer grants Xcel Energy the exclusive right to distribute the Service elected under this Agreement to all residential, commercial and industrial building structures within the Development Property. If another entity distributes electric-rated Service elected under this Agreement to any building structure within the Development Property, then the Developer may be required to reimburse Xcel Energy for Xcel Energy's costs in the design and installation of the System in order to provide the Service. If another entity distributes natural gas-related Service elected under this Agreement to any building structure within the Development Property, then the Developer will be required to reimburse Xcel Energy for Xcel Energy's costs in the design/material and installation of the System in order to provide the service. Xcel Energy will determine the costs eligible for reimbursement in accordance with Minnesota Statutes, Minnesota Public Utilities Commission Rules, and its prevailing tariff provisions for the specific utility service.
- 4.5 Prior to the installation of said System, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation, and maintenance of said System, will provide permanent access to said System and grants Xcel Energy the right to install, operate and maintain said System on the Development Property.
- 4.6 Xcel Energy shall endeavor to coordinate the installation of the System with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said System in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the System contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.
- 4.7 Developer agrees that, prior to Xcel Energy starting work on any segment of the System, Developer shall establish ground elevation along the route in compliance with the utility clearance requirements of final grade, found in the Xcel Energy Standards and Use Manual, and meet site readiness requirements. In addition: (1) Developer will ensure the route of the System shall be accessible to Xcel Energy's equipment; (2) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (3) Xcel Energy agrees to contact the state utility locating service to locate third party utility facilities (phone, cable, etc) on Development Property, however, Xcel Energy is not responsible for any damage to Developer-owned underground facilities not exposed or located at the time System and Service is installed; (4) Developer shall place marker stakes at all lot corners, lot numbers or house numbers; and (5) Developer agrees to contact Xcel Energy prior to road base construction and install conduit crossings to locations on Development Property designated by Xcel Energy. Improperly installed conduits may result in additional charges to Developer.
- 4.8 Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of: (1) delays or changes caused by Developer; (2) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc.; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the Service route, prior to the installation of said System; or (4) specific routes or preferred locations of underground System facilities made to accommodate the needs of Developer. Xcel Energy will backfill trench with existing soil. If additional backfill material is needed, e.g. sand, etc., Developer will incur additional charges. Compaction along Service route and restoration of the construction area on Development Property is solely the responsibility of Developer.

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(Continued on Sheet No. 8-21)

Date Filed: 06-30-25 By: Ryan J. Long Effective Date:
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation
Docket No. EL25- Order Date:

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION
AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR
MIXED USE DEVELOPMENTS (Continued)**

Section No. 8
1st Revised Sheet No. 21
Canceling Original Sheet No. 21



4.9 The installation of the underground System may be subject to a winter construction charge if it is installed between October 1st and April 15th. Developer agrees to pay this charge in advance of construction if Xcel Energy determines winter conditions exist when the System facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Developer is ready to accept Service, executes this form, and notifies Xcel Energy in writing that the requirements of the Agreement have been fulfilled.

4.10 The System facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Developer, its contractors, or customers shall not entitle Developer, its contractor, or customers to any ownership interest or rights therein.

4.11 Developer agrees to maintain the utility clearance requirements over and around all Xcel Energy Facilities during and after installation, found in the Xcel Energy Standards and Use Manual. Customer agrees to pay the cost of relocating any portion of said facilities made to accommodate its need or required because of alterations to the property.

4.12 Developer agrees to pay the cost of relocating any portion of said System facilities where the relocation was made to accommodate the needs of Developer or required because of subsequent alterations to any property within the Development Property.

4.13 Developer agrees to provide sufficient space and support as designated by Xcel Energy for installation, service, and maintenance of Xcel Energy Metering equipment. Please reference the utility specific installation standards for Xcel Energy's owned assets found in the Xcel Energy Standards and Use Manual. Other requirements may exist, customer is responsible for reaching out to licensed/qualified plumber or contractor, local building authorities, and other utility service providers.

4.14 For electric System and Service, Developer agrees to provide clearance around the transformer in compliance with the minimum clearance requirements found in the Xcel Energy Standards and Use Manual. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day. Xcel Energy will not be responsible for costs to repair obstruction if minimum clearance is not present.

4.15 Developer agrees to begin using service within 90 days after Xcel Energy completes System and Service installation. If Developer fails to use any of said Service, Xcel Energy may charge Developer: (i) the reasonable cost of installing the System, less any customer contribution made; or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes.

4.16 If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit, the permits, licenses, or authority necessary for the installation and operation of the System, this Agreement shall be void and neither Party hereto shall have rights, duties or privileges hereunder.

4.17 If Developer modifies the scope of work after this Agreement is executed, the Developer is responsible for all costs associated with the agreed-upon modification.

5.0 ABANDONMENT; ASSIGNMENT. Developer agrees that if Developer or Xcel Energy terminates Service, Xcel Energy has the right to abandon its System facilities in place. Developer will not assign this Agreement except upon written consent of Xcel Energy, which shall not be unreasonably withheld.

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Date Filed: 06-30-25

By: Ryan J. Long

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EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

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Order Date: