

GENERAL RULES AND REGULATIONS

Section No. 6
4th Revised Sheet No. 3
Cancelling 3rd Revised Sheet No. 3

SECTION 1 GENERAL SERVICE RULES

1.1 APPLICATION FOR SERVICE

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse an applicant or terminate service to a customer who fails or refuses to furnish information requested by the Company for the establishment of a service account. Any person who uses electric service in the absence of application or contract shall be subject to the Company's rates, rules, and regulations, and shall be responsible for payment of all service used. Consistent with the South Dakota Uniform Electronic Transactions Act codified in Chapter 53-12 of the South Dakota Codified Laws, and any successor thereto, both click-and-agree and digital signatures may be allowed on customer forms. However, the Company may still insist on original hard copy signatures. Where electronic signatures are provided, they shall have the same effect as original signatures. Electronically stored versions of such documents shall have the same validity as the original.

The Company shall provide an explanation of all charges and options available to customers through its rate folders, customer information booklets, and service forms.

When required by governmental authority, a customer desiring new service or expanded service must first make application for and receive written approval from the Company.

Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of the discontinuance.

1.2 SERVICE CHARGES

A. Service Processing Charge

The Company will assess a \$12.00 processing charge for the initial establishment of service for each customer.

B. Service Reconnection Charge

The Company charges a fee to reconnect service that has been disconnected for non-payment. The fee amount is based on whether the meter installed at the customer premise is equipped with an internal service switch and will be phased-in as follows:

All customers through December 31, 2023: \$35

Effective Jan 1, 2024:

- Residential customers with a standard AMI meter: \$17.50
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$17.50
- Demand-billed customers ineligible for remote connect: \$35
- All other customers: \$35

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(Continued on Sheet No. 6-3.1)

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GENERAL RULES AND REGULATIONS

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Effective Jan 1, 2026:

- Residential customers with a standard AMI meter: \$17.50
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$17.50
- Demand-billed customers ineligible for remote connect: \$150
- All other customers: \$150

C. Service Relock Charge

The Company may charge \$100.00 for reconnecting service where the Company has disconnected service for non-payment and subsequently returned to relock the service after it was reconnected without Company authorization.

If a customer requests reestablishment of service at a location where the same customer discontinued the same service within the preceding 12 month period, an additional reconnection fee will be assessed equal to the sum of the monthly minimum charges applicable during the period service was discontinued. This fee is in addition to the Service Processing Charge indicated above. If the customer requests that the service be physically disconnected and subsequently reconnected within the 12 month period, the Service Reconnection Charge applies rather than the Service Processing Charge.

1.3 ACCESS TO CUSTOMER'S PREMISES

Company representatives, when properly identified, may have access to customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incident to the service.

1.4 CONTINUITY OF SERVICE

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

(Continued on Sheet No. 6-4)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
2nd Revised Sheet No. 4
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1.5 OPTIONAL METERING SERVICE

A. General Rule

- B. The Company will provide optional metering service to eligible customers subject to the provisions in this section and all Terms and Conditions shown on the applicable rate schedule. Optional metering service will not be provided at any location where the customer is provided with fully metered service. A customer cannot divide a fully metered service so that a portion of the service could qualify for optional metering service. The Company reserves the right at any time to fully meter service previously supplied on an optional metering basis.

Service Availability

A customer is eligible for optional metering service so long as all of the following conditions are met:

1. The customer's utilization equipment has a total rated capacity of 250 kW or less and an estimated usage of 186,000 kWh or less per month.
2. The customer's utilization equipment has a definitely determinable demand which has verifiable limits.
3. The customer's utilization equipment is operated on a fixed schedule. A fixed schedule is:
 - a. a continuous non-discretionary 24 hour usage, or
 - b. a photocell-controlled, sunset to sunrise, usage referred to as an hours of darkness (HOD) schedule.
4. The customer's utilization equipment can be readily and efficiently inspected by the Company to verify its usage. The usage may be verified by one or more of the following:
 - a. the nameplate rating,
 - b. totalizing the load for the number of ballast-controlled high intensity discharge lamps, or
 - c. the use of a kilowatt-hour or other type of meter.

C. Optional Unmetered Service

The Company will provide optional unmetered service to customers meeting the eligibility requirements. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.

(Continued on Sheet No. 6-5)

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GENERAL RULES AND REGULATIONS (Continued)

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1.5 OPTIONAL METERING SERVICE (Continued)

D. Optional Time of Day Metering Service

The Company will provide optional time of day metering service to customers meeting the eligibility requirements. The time of day metering charge will be waived for customers eligible for this optional service. Time of day billing will be accomplished through a usage schedule which accounts for the number of hours of usage occurring in the on peak and off peak periods. Optional time of day metering service will be provided under one of the following methods:

1. *Unmetered Service.* Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.
2. *Kilowatt-Hour Metered Service.* Usage for billing will be determined from meter readings.

1.6 DEPOSITS AND GUARANTEES

A. General: Any applicant or customer who has not established good credit as defined by the Commission rules may be required to make a deposit to ensure payment before making a service connection.

B. New Service: The Company may require an applicant for service to make a deposit sufficient to cover the estimated charge for furnishing service pursuant to Section 6, subsection 5.1. If a deposit is required, the Company shall issue a receipt to the depositor showing the amount of the deposit, the date the deposit was made, and the depositor's name.

C. Existing Service: The Company may require a deposit from an existing customer before reconnection is made due to disconnection for nonpayment of a bill. The Company may require a deposit if all or part of the previous deposit was used in settlement of the delinquent bill.

D. Deposit Amount: If a deposit is required, the amount of the deposit shall cover the estimated charge for furnishing service to the customer for a sixty-day period.

E. Payment Guarantee Permissible: In lieu of a cash deposit, a guarantee satisfactory to the Company for a like amount will be acceptable. The Payment Guarantee will terminate when the customer gives notice to discontinue service or there is a change in the location covered by the Payment Guarantee. The contract shall automatically terminate after the customer establishes credit that would under ARSD 20:10:19:11 result in the return of a deposit or at the guarantor's request upon 60 days written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems the contract insufficient as to amount or guarantor, a deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in ARSD 20:10:20:03. The utility shall notify the guarantor when disconnect notices have been sent to the customer.

The Company may require a new Payment Guarantee or cash deposit after termination of a Payment Guarantee.

F. Interest on Deposits and Refunds: On such customer deposits, the Company will pay interest at the rate of seven percent simple interest per annum. The Company will pay interest annually by direct payment or as a credit on the customer's bill, at the option of the Company. The payment or deduction for interest must be made during each calendar year, or whenever a deposit is refunded or service discontinued.

(Continued on Sheet No. 6-6)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
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1.6 DEPOSITS AND GUARANTEES (Continued)

G. Refund of Deposits: The Company will refund the deposit plus accrued interest to the customer if the customer has paid their bills for twelve consecutive months without having service disconnected for nonpayment and without receiving three or more disconnections notices.

H. Additional Requirements: If a customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover 60 days of the estimated annual bill, a new or additional deposit may be required upon reasonable written notice by the Company. Deposits will not be considered advance payments on account. Service to a customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

In case of discontinuance of service or non-payment of amounts payable when due, the Company will not restore service until all arrears are paid in full and a cash deposit as required above is made, or until other satisfactory credit arrangement is made.

1.7 SERVICE CALLS

When a customer calls and reports an electrical problem, the Company will, as soon as reasonably possible, send out service personnel to determine the necessary action to correct the problem.

If the electrical problem is in the customer's facilities, the service personnel will attempt to restore service by fuse replacement or minor temporary repair. The customer will be charged for all related costs including labor and all materials furnished.

If the electrical problem is in the Company's facilities or if the electrical problem is of the following nature, repairs thereof will be made as soon as reasonably possible, and the Company will waive any of such charges:

- A. Voltage measurement is the only service rendered.
- B. The Company is called to the customer's premises by the Fire or Police Department.
- C. Storm conditions require the presence of service personnel in the customer's vicinity and the Company dispatcher notified the service personnel when dispatched to waive charges.

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
2nd Revised Sheet No. 7
Cancelling 1st Revised Sheet No. 7

1.8 DEDICATED SWITCHING SERVICE

The Company will provide dedicated switching service for Company distribution facilities when customers request a specific time or during a specific time window for de-energizing electric service to a designated facility to allow them to connect, change, or maintain their equipment.

The customer will be charged by separate invoice for labor costs at the following rate:

<u>Requested Appointment Date</u>	<u>Charge Per Hour</u>	
Monday through Saturday	\$800.00	I
Sunday and Federally Observed Holidays	\$1,000.00	I

The following terms and conditions shall apply to this optional service:

- A. Customers shall be requested to contact Company four to five business days in advance of a preferred appointment date and must contact Company a minimum of two days before a requested appointment date.
- B. Appointments may be rescheduled by Company in extreme circumstances, such as a severe storm or public safety concerns.
- C. Hours charged include travel time to and from customer site.

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 7.1

1.9 CUSTOMER DATA PRIVACY

The Company understands that privacy is important to customers, and respects customer privacy concerns. All Company employees, affiliates, contractors, and agents are subject to this policy in the same manner.

INFORMATION THE COMPANY COLLECTS

The Company may obtain information about customers through various sources, such as:

- Phone, fax, e-mail, social media and other means by which customers communicate with the Company
- A utility meter the Company has installed at a customer's home or business
- Company websites, social media pages, mobile applications and other interactive assets that customers access
- Surveys, contests, sweepstakes and other promotions
- Company parent, affiliate or subsidiary companies
- Company service providers and other third parties

The types of information the Company may obtain about customers include:

- Contact information (such as name, postal address, e-mail address, phone number)
- Customer service addresses and dates of service
- Information about customer participation in Company renewable energy, energy efficiency, or energy conservation programs
- Account history with Company (such as disconnection notices issued, disconnection and reconnection dates, payment arrangement dates, late payment notices, and applied late fees)
- Account notes detailing the Company's interactions with customers via phone, e-mail, fax, and/or social media
- User name or ID and password for an account a customer may establish on Company websites
- Energy Usage Data specific to a customer's account, excluding data that is generated from sources behind the meter
- Customer payment history and details, including: payment amounts and dates, financial account number, routing number, and billing address
- Credit report information
- Demographic data (such as date of birth, home ownership status and household income)
- Details about a customer's home (such as dwelling age, size and type, and details about appliances and other energy-related equipment used in the home) as provided through voluntary participation in a Company energy efficiency program
- Customer Social Security Number (SSN). The Company asks for and uses SSNs when setting up new service to confirm the customer's identity. The Company also uses SSNs to protect against fraud by confirming that the Company is speaking to the customer of record before providing account access or taking action on the account, and to aid the Company's ability to collect on past-due debts.
- Other information a customer may provide to the Company.

(Continued on Sheet No. 6-7.2)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 7.2

1.9 CUSTOMER DATA PRIVACY (Continued)

HOW THE COMPANY USES THE INFORMATION COLLECTED

The Company will only use the information collected about customers for the purposes for which the information was collected, including to:

- Assist customers in establishing accounts with the Company
- Provide, bill and collect for Company products and services
- Communicate with customers, respond to customer questions and comments, and provide customer support
- Provide customer access to their information via the My Account site
- Administer customer participation in events, programs, surveys, and other offers and promotions
- Operate, evaluate and improve Company business and the regulated products and services Company offers (including developing new products and services, analyzing our products and services, optimizing customer experience on websites, managing our energy distribution system and Company communications, reducing costs and improving service accuracy and reliability, and performing accounting, auditing and other internal functions)
- Create aggregated or de-identified energy usage data
- Protect against and prevent fraud, unauthorized transactions, claims and other liabilities, including past due accounts
- Manage risk exposure
- Comply with applicable legal and regulatory requirements

INFORMATION DISCLOSURES

Information Disclosures for Which Customer Authorization Is Not Required

The Company may disclose information about a customer as required or permitted by law or applicable regulations, including to a federal, state or local governmental agency, or in response to a subpoena or court order.

The Company may disclose information about a customer to service providers who perform services on the Company's behalf, such as companies that assist the Company in providing products and services to customers, billing customers, or processing credit card payments. The Company prohibits these service providers from using or disclosing the information the Company provides them, except as necessary to perform specific services on the Company's behalf or to comply with legal requirements.

The Company also may disclose information about customers within the Company's enterprise to those with a business need, or in connection with: (1) referral of past due accounts for collection or sale of such accounts; or (2) a transfer of service rights to another utility provider (which would generally be subject to Public Utility Commission review and approval). Should such a sale, merger or transfer occur, the Company will use reasonable efforts to direct the recipient to use information the customer has provided to the Company in a manner that is consistent with the Company's Privacy Policy. Following such a sale, merger or transfer, a customer may contact the entity to which the Company transferred their information with any inquiries concerning the processing of that information.

(Continued on Sheet No. 6-7.3)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 7.3

1.9 CUSTOMER DATA PRIVACY (Continued)

Data Requests

Except for the instances listed in this section, the Company will not disclose to third parties customer Social Security Number, banking or credit card information, driver license number, credit reporting information, bankruptcy or probate information. The Company may disclose aggregated or de-identified energy usage data to third parties. The Company aggregates and/or anonymizes the information in accordance with applicable legal and regulatory requirements, and established practices designed to minimize the risk of re-identification of the information.

Fulfilling certain requests for data in accordance with the provisions in this tariff is consistent with the provision of normal utility service to our customers. When the data that is requested is produced as part of the provision of normal utility service to a customer class, the request will be fulfilled without charge because the associated costs for the service are recovered through base rates. Fulfilling requests for data that extend beyond normal utility service requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred, resulting in a benefit that is specific to the requestor. Such requests shall be fulfilled at the discretion of the Company within the parameters of this tariff. The costs of fulfilling such special requests shall be borne solely by the requestor, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

Information Disclosures that Require Customer Authorization

The Company may share certain information about a customer with a third party or non-regulated Company affiliate if the customer has previously authorized the disclosure in writing, including:

- Energy Usage Data
- Service Verification Letters
- Credit Reference Letters
- Disconnection Authorization Forms
- Custom Letters or sets of information – for example, written verification of start/stop orders, disconnection dates, explanation of a payment arrangement, confirmation that the account is current, recap of a phone call, etc. Custom letters typically include the customer's name, account number, service address, and alternate mailing address

Revoking Consent

A customer may at any time terminate or limit any consent previously provided that authorizes a third party or non-regulated Company affiliate to access or use their information by sending a request to the Company.

(Continued on Sheet No. 6-7.4)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 7.4

1.9 CUSTOMER DATA PRIVACY (Continued)

ACCESS AND CORRECTION

Customers may request to confirm the information the Company maintains about them in the ordinary course of business, and request the Company to update, delete or correct inaccuracies in that information, free of charge. In some cases the Company may deny a customer's request for access to information the Company maintains about a customer or a customer's request to update, delete, or correct inaccuracies in that information. If the Company denies a customer's request, it will notify the customer of the reason for the denial.

HOW THE COMPANY PROTECTS CUSTOMER INFORMATION

The Company retains customer information in accordance with applicable record retention requirements, and maintains administrative, technical and physical safeguards designed to protect the privacy and security of the information the Company maintains about customers. Among other protections, these safeguards are designed to restrict access to customer information to those Company employees, other personnel, and contracted agents, that need access for an identified business purpose. No electronic transmission of information can be entirely secure. The Company cannot and does not guarantee that the security measures the Company has in place to safeguard information will never fail, or that those measures will always be sufficient or effective. The Company and each of its directors, officers and employees that appropriately disclose data to Customers, third parties, or others shall not be liable or responsible for any claims for loss or damages resulting from such disclosure for any cause other than gross negligence of the Company.

In the event that the Company experiences a significant data breach involving a customer's personal information, the Company will notify the customer in accordance with the Company's obligations under applicable legal requirements.

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