



March 31, 2025

Will Seuffert, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101

**Re: In the Matter of the Petition of Dakota Electric Association to Modify its Extension
of Service Tariff
Docket No. E-111/M-25-____**

Dear Mr. Seuffert:

Dakota Electric Association (Dakota Electric or Cooperative) submits the attached Petition requesting approval from the Minnesota Public Utilities Commission to modify its Extension of Service Tariff to establish a process to extend service to Extraordinarily Large Commercial and Industrial and System Intensive members. As described in the attached Petition, the Cooperative proposes to establish a multistep process to reflect the extensive engineering, design, and long lead time construction that is required to serve certain large loads. These proposed modifications are designed to protect existing members and create a fair and transparent review process for prospective loads. The modifications and processes proposed in this Petition do not address the rates that will be charged or the service characteristics of these loads. These specifics will be addressed if, and when, an Electric Service Agreement (ESA) is executed and approved by the Commission, through existing rate classes, or through a future request to establish a unique rate class and rate design for these types of loads.

If you or your staff has any questions regarding Dakota Electric's Petition, please contact me any time at (651) 463-6258 or aheinen@dakotaelectric.com.

Sincerely,

/s/ Adam J. Heinen

Adam J. Heinen
Vice President of Regulatory Services
Dakota Electric Association
4300 220th Street West
Farmington, MN 55024

651-463-6258
aheinen@dakotaelectric.com

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben
Hwikwon Ham
Audrey Partridge
Joseph K. Sullivan
John A. Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF THE PETITION BY
DAKOTA ELECTRIC ASSOCIATION TO
MODIFY ITS EXTENSION OF SERVICE TARIFF

DOCKET NO. E-111/M-25-____

SUMMARY OF PETITION TO MODIFY EXTENSION OF SERVICE TARIFF

On March 31, 2025, Dakota Electric Association (Dakota Electric or Cooperative) submitted a Petition to the Minnesota Public Utilities Commission (Commission or MPUC) requesting approval to modify its Extension of Service Tariff. The proposed modifications are intended to allow Dakota Electric to extend electric service to new members requiring service delivery at a voltage other than the Association's regular and customary service of 12.5 kV or that involve significant system modifications, design, or engineering to extend service, while providing protections to existing members and the Cooperative.

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IN THE MATTER OF THE PETITION OF
DAKOTA ELECTRIC ASSOCIATION TO
MODIFY ITS EXTENSION OF SERVICE TARIFF

DOCKET NO. E-111/M-25-____

PETITION OF DAKOTA ELECTRIC ASSOCIATION

I. Introduction

Dakota Electric Association (Dakota Electric or Cooperative) submits this Petition to the Minnesota Public Utilities Commission (Commission) requesting approval to modify our Extension of Service tariff to establish a process to extend service to Extraordinarily Large Commercial and Industrial and System Intensive members. As described in this Petition, the Cooperative proposes to establish a multistep process to reflect the engineering, design, and long lead time construction that is required to serve certain large and complex loads. These modifications will enable Dakota Electric to provide electric service to extraordinary large load members within its service territory while ensuring that the Cooperative and existing members are protected. Along with this Petition, Dakota Electric is providing copies of its proposed Letter of Authorization (LOA)¹ and Engineering and Construction (E&C) Agreement.² These agreements, which will be required to be executed by potential extraordinary large load members in order for Dakota Electric to perform the necessary studies and system improvements, together with proposed tariff

¹ Included as Exhibit A to this Petition.

² Included as Exhibit B to this Petition.

provisions, outline the framework under which Dakota Electric will undertake the necessary work to extend service to these new members.

The proposed modifications are designed to protect existing members and create a fair and transparent review process for prospective loads. The modifications and processes proposed in this Petition do not address the rates that will be charged or the service characteristics of these loads. These specifics will be addressed if, and when, an Electric Service Agreement (ESA) is executed and approved by the Commission, through existing rate classes, or through a future request to establish a unique rate class and rate design for these types of loads.

II. Filing Requirements

Pursuant to Minn. Stat. § 216B.16, subd. 1 and Minn. R. 7829.1300, Dakota Electric provides the following required general filing information.

1. Summary of Filing (Minn. R. 7829.1300, subp. 1)

A one-paragraph summary accompanies this Petition.

2. Service on Other Parties (Minn. R. 7829.1300, subp. 2)

Pursuant to Minn. Stat. § 216.17, subd. 3 and Minn. R. 7829.1300, subp. 2, Dakota Electric has electronically filed this Petition with the Commission and has mailed copies of this Petition to the Minnesota Department of Commerce and the Office of Attorney General – Residential Utilities Division and a summary of the filing prepared in accordance with Minn. R. 7829.1300, subp. 1 is being served on Dakota Electric’s general service list.

3. Name, Address, and Telephone Number of Utility (Minn. R. 7829.1300, subp. 3(A))

Dakota Electric Association
4300 220th Street West
Farmington, MN 55024
(651) 463-6212

4. Name, Address, Electronic Address, and Telephone Number of Utility Attorney (Minn. R. 7829.1300, subp. 3(B))

Kristin Stastny
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402
kstastny@taftlaw.com
(612) 977-8656

5. Date of Filing and Date Proposed Rate Takes Effect (Minn. R. 7829.1300, subp. 3(C))

This Petition is being filed on March 31, 2025. Dakota Electric proposes that the revisions to the Extension of Service tariff will take effect upon Commission approval, but no sooner than June 30, 2025.

6. Statute Controlling Schedule for Processing the Filing (Minn. R. 7829.1300, subp.3(D))

No statute controls the schedule for processing this filing. Dakota Electric's filing falls within the definition of a "Miscellaneous Tariff Filing" under Minn. R. 7829.0100, subp. 11. Minn. R. 7829.1400, specifies that initial comments in response to a miscellaneous filing be filed within 30 days, with reply comments due within 10 days thereafter.

7. Utility Employee Responsible for Filing (Minn. R. 7829.1300, subp. 3(E))

Adam J. Heinen
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651-463-6258
aheinen@dakotaelectric.com

8. Reason for Filing and Impact on Rates and Services (Minn. R. 7829.1300, subp. 3(F))

The Petition modifies Dakota Electric's current Extension of Service tariff by creating a new service type: Extraordinary Large Commercial and Industrial and System Intensive

Members. Over the past 24 months, Dakota Electric has received inquiries from various types of large loads. These entities are unlike other large load requests Dakota Electric received previously in that they are requesting service at voltages other than the Cooperative's customary 12.5 kilovolt (kV) service and/or will require significant distribution expenditures before service can be extended to these members. Modifying our Extension of Service tariff will allow Dakota Electric to protect the financial interests of the Cooperative and our other members and create various mechanisms and agreements that will efficiently process these types of service requests going forward. In addition, implementing a Letter of Authorization Agreement and Engineering and Construction Agreement will allow Dakota Electric to create an engineering and project review queue which will allow us to efficiently, fairly, and cost effectively manage, review, design, and, if these loads materialize, energize these loads. The purpose of the proposed tariff modifications is to establish a process to extend service to Extraordinary Large Commercial and Industrial and System Intensive members. While this process establishes the requirements for potential large loads to reimburse the Cooperative for any costs incurred to complete engineering, design, and construction to extend service to the prospective member, the terms, conditions, and rates applicable to electric service are not addressed in this filing. Such details will be addressed if, and when, an ESA is executed and approved by the Commission, through existing rate classes, or through a future request to establish a unique rate class and rate design for these types of loads. The additional information required under Minn. R. 7829.1300, subp. 3(F) is included throughout this Petition.

III. Petition

1. Background and Introduction

Dakota Electric provides electric service to over 3,000 commercial accounts through demand-based rate schedules including General Service (Schedule 46), General Service Optional TOD (Schedule 54), and Interruptible Service (Schedules 70 and 71). In most cases, when new/potential members request electric service, we are already serving similar loads. This similarity makes estimating the costs of service extension, and

providing overall service, relatively straightforward. However, in some cases, new loads are unique, making load estimates more difficult to define and to use as a basis for determining required Cooperative distribution plant investment necessary to serve the new load. This uncertainty creates the possibility that existing Dakota Electric members may end up shouldering the costs associated with plant investment required to serve an individual member. In light of this concern, the Cooperative filed a Large Load Agreement with the Commission in 2013 that was subsequently approved and has been in place, and unchanged, since then.³ When we proposed our current Large Load Agreement,⁴ it was intended for loads over 2 MW and envisioned a scenario where the load is energized or reaches its ultimate load in a short timeframe.

Over the past 24 months, Dakota Electric has seen increased requests for service from large loads in our service territory. In particular, we have received inquiries from loads that are orders of magnitude greater than the 2 MW threshold envisioned when we filed our Large Load Agreement in 2013. These types of large loads, if they materialize and take service from Dakota Electric, will have a positive impact on our system, and our members, by allowing the fixed costs of the system to be spread more widely. However, given the types of potential loads that have inquired about service over the past 24 months, they also pose financial risks to the Cooperative that must be properly mitigated. We do not believe that the existing Large Load Agreement is a proper mechanism for these new loads or provides existing members with adequate financial protections during the planning and construction phase of this load development. These large new loads are complex in nature and require significant engineering design and analysis prior to extending service. As part of this design and analysis, Dakota Electric must determine, amongst other things, whether service is feasible and whether service will be at voltages other than Dakota Electric's customary 12.5 kV service. The Cooperative must also analyze load ramps associated with the development of these loads that are much longer in duration than those contemplated in the Large Load Agreement. Furthermore, the analysis involved with these large loads is unique to each load and requires Dakota

³ *In the Matter of a Petition by Dakota Electric Association to Implement a Large Load Contract in its Electric Rate Book for Large Commercial and Industrial Service Line Extensions*, Docket No. E111/M-13-801, Order (Nov. 5, 2013).

⁴ Section VII, Sheet 13.0 and Sheet 13.1.

Electric to expend significant time and resources. As these analyses must be performed prior to extending service, there is uncertainty and financial risk to Dakota Electric and our membership if the load does not materialize. Given these realities, the Cooperative believes that creating a separate section in our Extension of Service Tariff, and formalizing a large load/engineering queue process, will create the necessary frameworks to properly account for, and mitigate, financial risks and establish efficient processes to evaluate load requests and extend service without unduly burdening Dakota Electric, prospective members, or existing members.

2. Tariff Provisions

Dakota Electric requests Commission approval to modify our Extension of Service Tariff (Sheet 7.0 of Section VI is attached) to add provisions for extension of service to extraordinary large commercial and industrial and system intensive members. Key provisions of this service include:

- Applicability: The tariff change notes that provision of service is incumbent upon capacity being available to serve the load and that this tariff provision applies to members requiring service at a voltage other than Dakota Electric's customary 12.5 kV service. The tariff provision may also apply to members taking service at 12.5 kV if the service will require significant engineering planning or system upgrades (*e.g.*, dedicated substation).
- Discretion: Tariff change notes that Dakota Electric has the sole discretion to determine whether this service extension process will apply to a prospective load.
- Engineering Project Queue: Tariff change establishes a large load engineering project queue along with reference to Letter of Authorization Agreement and Engineering and Construction Agreement. These agreements are meant to protect other Dakota Electric members from financial risks and establish a fair and efficient review process.

3. Large Load Engineering Project Queue

The large load engineering project queue, also referred to as a large load process queue, is an important part of member protections and creates a mechanism where the

Cooperative can efficiently and fairly process load requests. Given the Commission's interest in large load additions in other regulatory dockets, and the fact that it is explicitly referenced in our tariff modification request, Dakota Electric believes it is necessary to provide additional discussion and support for this process. The large load engineering project queue is built around two separate, but related, agreements, 1) a Letter of Authorization (LOA)⁵ and 2) an Engineering and Construction (E&C) Agreement.⁶ These agreements, and the resulting queue, are based in large part on an established process used by other cooperatives in the United States that have experienced significant large load development. Dakota Electric does not propose including our LOA and E&C Agreements in our tariff, but we see these agreements as being akin to our internal engineering standards or our Technical Specification Manual (TSM) for distributed energy resources. Although formal Commission approval of these agreements is not necessary, nor is Dakota Electric requesting this, we do believe that an acceptance or acknowledgement of the process may be administratively helpful and provide regulatory, and process certainty, for potential members.

The large load engineering project queue begins with the LOA. When a load contacts Dakota Electric about potential service, the Cooperative conducts a basic screening to determine whether the load meets our criteria as either extraordinarily large or system intensive. At a high level, for example, this may mean a load that is going to impact the transmission system or require construction of a dedicated substation. If Dakota Electric makes this determination, we send the LOA to the prospective load. Dakota Electric will not conduct detailed analysis on serving this load until we receive an executed LOA. The LOA requires the prospective member to provide the Cooperative with detailed information about the prospective member's site and proposed operation (Project), the annual electric load and required load ramp for the Project, and a non-refundable deposit to cover study costs for the Project. The study costs are based on the load size of the proposed Project and are intended to recover the costs of any System Impact Studies (SIS) and Facilities Studies and certain internal Dakota Electric engineering expenses. The LOA also lays out the timeline and expectations for how the review will

⁵ Exhibit A.

⁶ Exhibit B.

progress and, if applicable, transition to the E&C Agreement. Finally, the LOA provides that if the agreement is terminated prior to execution of an E&C Agreement, the prospective member remains responsible for all costs incurred by the Cooperative to study the potential load interconnection.

If a Project advances beyond the LOA, and reaches the construction phase, Dakota Electric will require the execution of an E&C Agreement. The E&C Agreement lays out, amongst other things, specific details about the Project components and costs, responsibility of parties, specifics about the final construction and service characteristics of the Project, and the Contribution-In-Aid-of-Construction (CIAC) schedule, based on the timeline for Dakota Electric to procure equipment to serve the Project. The CIAC schedule is designed such that the prospective member will pay for all equipment costs, and the vast majority of these costs will be recovered well before final energization. In the event the prospective member does not ultimately take service from Dakota Electric, and the E&C Agreement is terminated, the prospective member is responsible for all costs incurred by the Cooperative, including costs to remove electric infrastructure already installed and restoration costs.

The E&C Agreement includes various other provisions that are designed to protect the Cooperative and other members through milestone requirements and design requirements that may remove a project from the queue and require it to be re-studied if significant Project modifications occur. The ultimate goal of the E&C Agreement is to ensure that costs and risks are allocated to the parties responsible for the construction, not other Dakota Electric members, and to provide full transparency and understanding of Project construction.

Dakota Electric believes that the proposed modifications to our Extension of Service Tariff, and formalization of our engineering project queue process, will allow the Cooperative to fairly, and efficiently, process extraordinarily large and/or complex load requests. Although Dakota Electric does not propose including our LOA and E&C Agreements in our tariff, we believe that these agreements are fair to new members and protect existing members during the design and construction phase of projects. It is important to note that the proposed tariff modifications and large load engineering project queue process, do not speak to the rates charged to these loads or service

characteristics of these loads. These specifics, and ratepayer protections, will be addressed if, and when, an Electric Service Agreement (ESA) is executed and approved by the Commission, through existing rate classes, or if Dakota Electric proposes a unique rate class and rate design for these types of loads.

4. Other Tariff Modifications

Dakota Electric also submits the following miscellaneous tariff modifications to implement the proposed changes:

- a revised Table of Contents for Section VI of the Rate Book (Section VI, Sheet 2, Revision 8) that includes the proposed Extraordinary Large Commercial and Industrial and System Intensive service type; and
- a revised Section VI of the Rate Book (Section VI, Sheet 6, Revision 7) which reflects moving a paragraph from Sheet 7.0 to the bottom of this page. There are no changes made to this paragraph.

Dakota Electric notes that in our pending general rate case,⁷ we proposed page order and presentation changes to this section of our tariff. If the modification proposed in this filing is approved prior to the implementation of final rates in the pending rate case, Dakota Electric is prepared to make any necessary filings in the rate case as required by the Commission.

IV. Conclusion

Based on the information contained in this filing, Dakota Electric respectfully requests that the Commission approve the modification to our Extension of Service tariff, and we request that the Commission consider our Letter of Authorization Agreement and Engineering and Construction Agreement and propose any modifications if necessary. There is still significant uncertainty associated with these types of complex loads and whether these load requests are transitory or more permanent in nature. Particularly, in

⁷ *In the Matter of the Application of Dakota Electric Association for Authority to Increase Rate for Electric Service in Minnesota*, Docket No. E111/GR-24-400, Application for Authority to Increase Electric Rates at Exhibit __ (DEA-18), Exhibit __ (DEA-19) and Workpaper No. 27 (Dec. 30, 2024).

light of this uncertainty, the Cooperative believes the proposed tariff changes in this Petition are necessary and prudent to protect existing members and create a fair and transparent review process for prospective loads. Dakota Electric will continue to monitor developments associated with these types of loads and acknowledges that further tariff changes or process improvements may be necessary in the future.

Dated: March 31, 2025

Respectfully Submitted,

/s/ Adam J. Heinen

Adam J. Heinen
Vice President of Regulatory Services
Dakota Electric Association

Certificate of Service

I, Nicole McEathron, hereby certify that I have this day served copies of the attached document to those on the following service list by e-filing, personal service, or by causing to be placed in the U.S. mail at Farmington, Minnesota.

Docket No. E-111/M-25-____

Dated this 31st day of March 2025

/s/ Nicole McEathron

Nicole McEathron

[DATE]

RE: LETTER OF AUTHORIZATION _____

Dear _____

This Letter of Authorization (LOA) acknowledges your recent request to Dakota Electric Association, a cooperative corporation organized and existing under the Laws of the State of Minnesota (Dakota Electric or Cooperative), to perform certain preliminary work and to engage Great River Energy, a cooperative corporation organized and existing under the Laws of the State of Minnesota (Great River or GRE), and other third-party contractors for the work described below. The purpose of this LOA is for

_____ (Customer) to authorize Dakota Electric and other third parties to plan, design, and commence procurement preparation of electrical facilities for the purpose of providing electric service to Customer's proposed operation in _____, MN at Geographical Parcel Identification Number (GPIN) #s _____ (Project) and the location on which the Project is to be situated (Project Site). This LOA is required for your request because your Project anticipates: (1) service delivery at a voltage other than the Cooperative's regular and customary service at 12.5 kilovolts (kV), or (2) service requirements that will likely involve significant system modifications, design, and/or engineering.

In order to commence work, and allow Dakota Electric to identify the specific service arrangement(s) required, the Customer must deliver the completed documents listed below (Customer Deliverables):

1. Annual Electric Load and Electric Load Ramp Schedule, including expected load factor;
2. Customer's Project Development Schedule (including construction start and requested in-service dates);
3. Draft Site Plan with a site map that includes, but not limited to, customer buildings, roadways, planned location of any required substations and/or switching stations, grading contour plan and non-buildable areas; in both .pdf and cad format, and Dakota Electric Commercial and Industrial Information document (which includes, but is not limited to, projected service characteristics and loads, site GPIN#, and one-line diagram(s));and
4. Firm Site Plan, approved by certified professional architect or engineer, which includes, at a minimum, topology, storm water management facilities, site buffering, perimeter fencing, areas on the site subject to structure height restrictions, areas on site unavailable for constructing any facilities, location and

footprint and height of customer structures, roadways, utilities, facilities, final substation site, firm commitment for ingress and egress easement routes, and final capacity for each building; in both .pdf and .dwg format. Customer must provide an executed Purchase and Sales or Lease Agreement to show full ownership or rights to the Project property and any sites necessary to provide electrical service. For Dakota Electric substation, Customer will identify and obtain all necessary property rights or a firm commitment to purchase the property such as a letter of interest for a proposed substation site and requisite distribution rights-of-way acceptable (*e.g.*, location, size, shape, permitting, zoning, restrictions) for Dakota Electric to provide electric service. Customer Deliverable #4 must be delivered to Dakota Electric no later than fifteen (15) business-days after final review and signing of the Facilities Study by the Customer. Customer Deliverable #4 must be delivered to Dakota Electric before execution of the Engineering and Construction Agreement (defined below). Study priority is on a first-come, first-served basis.

A. Initial Deposit for Preliminary Planning & Engineering

Upon written confirmation from Dakota Electric of its receipt of items #1 through #3, Dakota Electric will issue to the Customer an invoice for a non-refundable deposit ("Deposit") of \$25,000 plus \$0.25 per kW for work associated with reviewing the Project. The Deposit shall be due within thirty (30) business days of the date of invoice. The Deposit will cover Dakota Electric's cost for planning and engineering associated with test fits, impact studies, and third-party engineering and related support services. The Deposit also covers GRE's cost to develop a conceptual plan for transmission service, including but not limited to, at GRE's discretion, switching station conceptual designs and transmission routing analyses.

Upon receipt of Deposit, Dakota Electric will create a unique work order for the express purpose of tracking any, and all, expenses or costs associated with preliminary planning and engineering. Dakota Electric may incur costs on behalf of the Project under this LOA including but not limited to third-party engineering and related support services, Dakota Electric engineering resources, and GRE pass-through costs for System Impact Study and Facilities Study development costs. If Dakota Electric's costs exceed the non-refundable Deposit prior to the execution of an Engineering and Construction (E&C) Agreement, Dakota Electric will notify the Customer in writing prior to exceeding the nonrefundable Deposit and will invoice the Customer for additional funds prior to proceeding with the Project. Should this Project terminate during the LOA phase, the Customer additionally will be responsible for all costs and services rendered by GRE and Dakota Electric prior to terminating. If the Customer does not provide the Deposit, or authorize and fund the additional required funds, if necessary, within thirty (30) business days, Dakota Electric will notify Customer in writing of its intent to terminate the LOA. If Customer does not provide the Deposit or additional funds, if necessary, within five (5) business days of receipt of such termination notice, Dakota Electric may terminate this LOA. If so terminated, Dakota Electric also reserves the right to recover all such costs through binding arbitration. If it elects to pursue arbitration, Dakota Electric will serve Customer with a Demand for Arbitration, identify the Arbitrator selected by Dakota Electric, and proceed to hearing using the Commercial Rules of the American Arbitration Association. The Arbitrator's award shall be

the binding and final resolution of the dispute, and judgment may be entered upon it in any court with jurisdiction.

B. Confirmation of Deposit and Customer Required Deliverables

Upon Customer's submittal of the Deposit and Customer Deliverables items #1 through #3 to Dakota Electric, Cooperative will review and provide written confirmation of its receipt and provide written notification of the Engineering Process Start date. The Engineering Process Start Date will be within 6 months of the date of written confirmation.

C. System Impact Study Development

Dakota Electric will then complete the following actions within twenty (20) business days after all Customer Deliverables (other than Customer Deliverable #4) and the Deposit have been received:

1. Submit a System Impact Study Request to GRE for their commencement of an impact study which defines the feasibility of the requested Project and any necessary transmission system upgrades or changes needed for the Project to move forward. Dakota Electric will provide GRE with any relevant Customer information (*e.g.*, delivery point name, share of the projected ten-year load ramp, estimated date of energization) along with the submittal date included in the non-dedicated Delivery Point request, following submittal to GRE;
2. Commence preliminary Dakota Electric substation and/or distribution design on the Engineering Process Start Date; and
3. Provide an estimated date for when the System Impact Study will be completed.

Upon completion of the System Impact Study, Dakota Electric will review the System Impact Study with the Customer (System Impact Study Review Meeting). Following the System Impact Study Review Meeting, Customer and Cooperative will have twenty (20) business days to mutually agree upon any required changes to the System Impact Study and receive confirmation to proceed with the Facilities Study. Dakota Electric will provide the Customer a copy of said Facilities Study request(s) after submittal to GRE for dedicated Customer substations. For substations not solely dedicated to the Customer, Cooperative will provide a copy of just the Customer information (*e.g.*, delivery point name, share of the projected ten-year load ramp, estimated date of energization) along with the submittal date included in the non-dedicated Delivery Point request, following submittal to GRE.

D. Facilities Study Development

Upon completion and review of the System Impact Study, if the Customer agrees to proceed with the Project, Dakota Electric will complete the following actions within twenty (20) business days after all Customer Deliverables (excluding Customer Deliverable #4) and written authorization from the Customer:

1. Submit a Facilities Study Request to GRE for their commencement of work on the GRE portion of the Facilities Study, so long as Customer Deliverable #3 includes an

- acceptable substation location (*e.g.*, location, size, shape, and anticipated permitting, zoning, restrictions) and the requisite distribution rights-of-way necessary to provide reliable electrical service to the Project Site;
2. Commence work on the Dakota Electric portion of the Facilities Study; and
3. Provide an estimated date for when the Facilities Study will be completed at the Engineering Process Start Date. For this subpart, Facilities Study is defined as the product of the combined study of both Dakota Electric and GRE.

The Facilities Study will be developed utilizing Customer Deliverables #1-through #3. Should the Customer modify Customer Deliverables #1-#3 during the development of the Facilities Study, Dakota Electric will notify the Customer of whether such adjustments constitute Major Project Adjustments. Major Project Adjustments shall be defined as the following:

1. relocation of the substation site in any direction;
2. an increase in Customer load by more than 10%, any increase in Customer load causing a change in the anticipated Dakota Electric or GRE infrastructure, decrease in load causing a change in the anticipated Dakota Electric or GRE infrastructure, or material changes to the load ramp schedule;
3. schedule changes that decelerate the Project by more than six (6) months,
4. Project site requirements causing a change in the anticipated Dakota Electric or GRE infrastructure;
5. Project Site plan adjustments to the substation pad, ingress/egress, or onsite distribution routing; or
6. revisions to easements that incur additional permitting or environmental measures that delay the schedule by more than 6 months.

Dakota Electric will provide written notification, upon receipt of Customer modifications to the Project as to whether the modifications are deemed a Major Project Adjustment (Major Project Adjustment Notice). If the Customer initiates Project changes that are not considered Major Project Adjustments, Dakota Electric will adjust the Facilities Study to reflect the schedule and financial impacts of such Project changes. In the event both parties agree to accelerate the Project, the Facilities Study will be adjusted to account for expediting fees associated with engineering, construction, and procurement. For a Major Project Adjustment, the LOA will be cancelled, and the Project will be placed back into Dakota Electric's Engineering Project development work queue for rescheduling upon execution of a new LOA. Each new LOA will require a new non-refundable Deposit from the Customer as outlined above.

E. Facilities Study Review

Dakota Electric shall review the Facilities Study with the Customer within 30 business days after submitting the Facilities Study to the Customer (Facilities Plan Review Meeting). The Facilities Plan Review Meeting with the Customer will include the following:

1. Determination of Cooperative electric facilities required to provide electric service;
2. Estimated costs for Dakota Electric to plan, engineer, procure, and construct both normal and excess facilities required to provide electric service;

3. Estimated Cooperative Project schedule for construction of Dakota Electric facilities required to provide electric service to the Customer's site;
4. Determination of any applicable permits, permissions or approvals needed to construct Cooperative electric facilities and the estimated time needed by Dakota Electric to acquire these permits and permissions, if applicable;
5. Provisions needed to provide the appropriate land rights for the substation site and required distribution easement(s) to be assigned to Dakota Electric; and
6. Next steps and associated timeframes for delivery of electric service.

F. Development of the Engineering & Construction Agreement

Customer Deliverable #4 must be delivered to Dakota Electric no later than fifteen (15) business-days after final review and signing of the Facilities Study by the Customer. If Cooperative determines that Customer Deliverable #4 creates a Major Project Adjustment, the System Impact Study and Facilities Study will be rescinded, and the LOA will be cancelled and placed into the Engineering development work queue for processing and a new LOA will be required to develop a plan for service. If the Customer does not provide Customer Deliverable #4 within fifteen (15) business days after Customer has signed off on the Facilities Study, Dakota Electric will notify Customer of its intent to terminate the LOA. If Customer does not provide Customer Deliverable #4 within twenty (20) business days after being in receipt of such notice, Cooperative may terminate this LOA.

Upon receipt of the signed Facilities Study and Customer Deliverable #4 with no Major Project Adjustments, Cooperative will submit to the Customer within thirty (30) business days the E&C Agreement. The E&C agreement will include:

1. Dakota Electric's scope of work and a description of the electrical facilities required to provide electric service.
2. Cooperative's estimated costs to construct electrical infrastructure and any applicable excess facilities.
3. Project schedule for extending electric service to the Customer's site.
4. The amount and schedule of contribution in aid of construction (CIAC) payments.

The Customer shall execute the E&C Agreement within forty-five (45) business days. Should the Customer fail to execute the E&C Agreement within the specified timeframe, Dakota Electric may terminate this LOA and withdraw the Construction Delivery Point Request (defined below). With five (5) business days advance notice, the Customer may request a one-time fifteen (15) business day extension; however, this extension may impact the Project estimate and schedule.

G. Initial CIAC Payment

Following the Facilities Study Review Meeting, Customer and Dakota Electric will have twenty (20) business days to mutually agree upon any required changes to the Project. The Customer will have ten (10) business days to sign off on the mutually agreed upon Project. Upon receipt by Dakota Electric of the signed Facilities Study and satisfactory completion of

Customer Deliverable #4, Cooperative will invoice the Customer the initial CIAC payment as stated in E&C Agreement. The initial CIAC payment is due from the Customer within thirty (30) business days after receipt of invoice. Once Dakota Electric receives initial CIAC payment, Cooperative will proceed with the procurement of equipment.

H. Authorization to Exceed Deposit and True Ups

Activities associated with Cooperative's development or response to requests for the System Impact Study, Facilities Study, and other Dakota Electric related work shall not exceed the Deposit without Customer prior written authorization. As noted in Section A, GRE costs associated with the System Impact Study and Facilities Study are a pass through. This LOA does not authorize Cooperative to spend more than the Deposit, and Dakota Electric will contact the Customer and request additional written authorizations if charges are expected to exceed the Deposit. Similarly, any additional authorization will require the Customer to provide Dakota Electric with written authorization to proceed. The Customer will not be responsible for costs in excess of the Deposit unless it has given its prior written authorization. Cooperative will provide documentation, to Customer's reasonable satisfaction, evidencing the need for additional funds. The Deposit is intended to reimburse Dakota Electric for its actual and reasonable expenses incurred in completing its work associated with the LOA.

In the event a Customer executes an E&C Agreement for the Project, and Dakota Electric costs associated with the LOA are less than the nonrefundable Deposit, Cooperative will apply any remaining funds to the CIAC amount calculated in the E&C Agreement.

In the event this LOA is terminated by either Party ("Termination") in writing, the Customer will only be responsible for actual costs in excess of the nonrefundable Deposit. Cooperative will create unique internal work orders and keep commercially reasonable books of accounts, records, and documents showing LOA Funds and will provide electronic copies of the same to Customer upon request.

Should Dakota Electric exceed the non-refundable Deposit, and the Project is terminated prior to the execution of an E&C Agreement, Cooperative shall produce a True-Up Statement collected by the later of six (6) months following the Termination or forty (40) business days after the last invoice from vendor has been received. The True-Up Statement will include the major invoices and relevant documentation of the costs actually incurred by Cooperative sufficient for the Customer to assess the reasonableness of the True-Up Payment; and shall state either the amount due from the Customer to Dakota Electric or the refund of the Additional Authorized Amount due to the Customer from Cooperative. The True-up Payment amount due to Dakota Electric or to the Customer shall be paid by the respective Party within twenty (20) business days following receipt of the True-Up Statement.

I. Procurement & Construction

This LOA shall be deemed complete upon execution of the E&C Agreement. Any payment made by Customer under this LOA, exclusive of any portion of the nonrefundable Deposit(s), will be credited toward the CIAC payments detailed in the E&C Agreement. Dakota Electric shall not be responsible for any actions or delays caused by GRE or other parties that impacts this Agreement, provided the Cooperative did not contribute to such delay.

J. Governing Law and Mandatory Binding Arbitration

This Agreement shall be construed according to and governed by the laws of the State of Minnesota, without regard to principles of conflicts of law. Any disputes, which are unable to be resolved between the parties, shall be finally and conclusively settled and resolved by arbitration held (unless otherwise agreed upon in writing with respect to the specific difference) in Dakota County, Minnesota. Upon demand and written notice by either party in interest, three (3) arbitrators shall be selected, one of whom shall be chosen by the party making such demand, one by the other party, and a third arbitrator by the two so chosen. If the two arbitrators so selected are unable to agree upon the selection of an arbitrator within thirty (30) days, either party may petition the Dakota County District Court of the State of Minnesota, a federal court sitting in the State of Minnesota, or such other court in the state where the arbitration is being held for the appointment of the third arbitrator. Arbitration is the final forum for determination of any dispute relating to this LOA.

If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Ryan Hentges
President and CEO, Dakota
Electric Association

_____ by and through its authorized representative
designated below hereby agrees to abide by all of the terms of this letter of agreement,
and hereby requests that invoices be mailed to the following address for payment.

Entity Name: _____

Attention _____

Name: _____

Street Address/ P.O. Box: _____

City, State; Zip:

Authorized Signature: _____

Print Name: _____

Entity: _____

Title: _____

Date: _____

**DAKOTA ELECTRIC ASSOCIATION
ENGINEERING AND CONSTRUCTION AGREEMENT**

Prepared [Date]

This AGREEMENT is dated for reference purposes as of [Date] the (“Effective Date”) by and between **Dakota Electric Association**, a cooperative corporation organized and existing under the Laws of the State of Minnesota (Dakota Electric or Cooperative), and **[Customer Name]**, **[Type of Entity and State of incorporation]** (hereinafter called “Customer”). Dakota Electric and Customer are sometimes referenced in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH

That in consideration of the mutual covenants and agreements contained herein the Parties hereto contract and agree with each other as follows:

Dakota Electric will construct the electric infrastructure required to provide electric service to Customer for Customer’s facility known as the [Name] (“Facility”), located on [PIN#’s or Addresses] in [Insert] County, Minnesota (the “Premises”) as shown in Exhibit B. The Customer’s final build out of the site will include [total # of buildings/infrastructure to be constructed] buildings, [list buildings/infrastructure covered in this document] are covered in this scope. [Note whether any additional buildings/infrastructure are not covered in this document and why (e.g., off-site)].

1. SCOPE

A. Dakota Electric hereby agrees to design and construct the following:

i. [# of Proposed Substations] [MVA] MVA redundant [##kV-##kV] electric substation(s) (hereinafter “the Substation”) primary metered [##kV] service to the Premises for [permanent / bridging] service to [names of Buildings to be served] at the Facility.

1. Customer agrees to update the load ramp as it becomes aware of significant Changes (e.g., greater than 10 percent increase or any change that will impact design, construction, or engineering of Project), or upon reasonable request by Cooperative, which shall be no more than annually; said updated load ramp is for informational purposes only and is not binding on the Parties unless the Parties incorporate the load ramp into a Change Order or Amendment to this Agreement.

- ii. This Agreement is based on design concepts typical of the electric infrastructure anticipated to deliver this capacity and redundancy request. The Customer shall not change the characteristics of electric service requested for the Facility as described in this Agreement.

B. Current Customer Project Overview:

Building Name	Primary Capacity	Redundant Capacity	Requested In-Service Date

Insert blank box here for fillable form to describe:

- If the buildings mentioned in this Agreement are/are not currently being served by a power source (*i.e.*, bridging)
- Whether the customer has requested redundancy or not
- Whether the customer has provided a load ramp or not
- Whether the customer has provided a final site plan (+ reference the exhibit it is located on)

C. The “Project” will consist of:

- i. Design and construct electric facilities, equipment, and infrastructure associated with the provision of temporary construction power up to 5 MVA of primary capacity.

- ii. Design and construct the electric infrastructure to provide up to [MVA] MVA of primary capacity and up to [MVA] MVA of redundant capacity.

1. Source:

- a. [## kV/## kV] Great River Energy Transmission Facilities
- b. [## kV – ## kV] Dakota Electric Distribution Station

2. Dakota Electric Distribution Station:

- a. Cooperative will design and construct [a distribution station/the distribution infrastructure] to provide electric service to the Customer's site. The substation will be constructed [on/off] the Customer's facility and will incorporate the items below:

Insert blank box here for fillable form to describe:

- Type of bus + structures
- # + type(s) of circuit breakers
- # + type(s) of power transformers
- Any meters
- Site work, foundations, ground grid, etc.
- Any other applicable equipment Dakota Electric will install/design

3. Distribution Infrastructure

- a. Cooperative shall design and construct [#] distribution feeder(s) to the demarcation point on the Customer's site. The distribution feeder shall be constructed utilizing the following electric facilities:
 - (i) [#] circuit-miles of overhead construction
 - (ii) [#] circuit-miles of underground construction

4. Great River Energy Transmission Station:

- a. Design, engineering, and construction of this substation is not governed by this contract.

5. Demarcation Point

- a. The demarcation point for each distribution circuit will be located at the load side of Dakota Electric's [##kV] [load side breaker disconnect switches at the substation / load side of the Cooperative owned switchgear on the Customer's site].

D. Customer Scope and Responsibilities of the Project

- i. The Customer shall be responsible for the following scope and deliverables. Failure of the Customer to meet the Customer's deliverables by the timeframes given in Exhibit H will have schedule and potential cost impacts to be defined in a Change Order approved and executed by the Parties.

1. Customer Site Plan;

- a. Unless provided by the Customer prior to the execution of this Agreement, the Customer shall provide Dakota Electric a copy of the site plan and grading plan for the Facility for approval prior to submittal to [Insert County] by the date stated in Exhibit H. The Customer shall include any input made by Dakota Electric regarding the Substation, potential switching station(s), easement(s) or ingress/egress access(s) prior to the Customer's submittal to the county. Dakota Electric shall sign off on site plan and grading plan before submittal to [Insert County].
- (i) The Customer shall provide to Cooperative an electronic copy of the final site plan for the Dakota Electric and Great River Energy electric facilities as approved by [Insert County].

2. Grant Easements and Ingress/Egress Rights;

- a. Customer shall grant the easements and access rights as shown in Exhibit D for [(the Substation)], Dakota Electric distribution, and communication fiber at the Facility.
- b. Customer to provide Dakota Electric a suitable location and site at the Facility for the Cooperative electric facilities as shown on Exhibit C provided by the Customer.
- c. The Customer shall grant to Great River Energy a permanent easement for any transmission line extension between an existing transmission right-of-way and the new Great River

Energy transmission interconnection facilities and grant to Great River Energy a permanent easement for the transmission interconnection facilities at the Facility.

- d. The Customer shall grant permanent, unrestricted ingress and egress access to the substation and transmission interconnection facilities for both the Great River Energy and Dakota Electric facilities at the Facility.

3. Customer's Interconnection;

- a. The Customer is responsible for terminating the Customer's cable/conductor at the point of demarcation.
- b. The Customer will own and be responsible for installing and maintaining all electric equipment and all cable/conductors and electric facilities on the Customer's side of the demarcation point.
- c. The Customer may bring up [#] cables per phase to the demarcation point.

4. Permitting and Site Work

- a. The Customer will obtain any, and all, necessary permits and permissions from local, state, and federal government agencies and entities having jurisdiction over the construction of Dakota Electric and Great River Energy electric facilities.
- b. Should the Customer subdivide the parcel, additional permits may be required. These additional permits will have cost and schedule impacts on the project.
- c. The Customer will construct all storm water management facilities and buffering for the new electric substation and be responsible for the continuing maintenance of the storm water management system and substation buffering.
- d. The Customer will perform all excavation and site work necessary to bring the Dakota Electric substation site and the Great River Energy transmission interconnection facilities to final grade. The site work is to be performed in accordance with Dakota Electric specifications which will be provided after completion of the geotechnical evaluation of

the site. Cooperative and Great River Energy must approve and accept the completed site work and grading. Please see Exhibit F for Dakota Electric Grading requirements.

- e. The Customer is responsible for the relocation of any non-Cooperative above-ground and below-ground facilities located within the area included in the easement.
- f. If Customer is unable to obtain all required permits or permissions from local, state, and federal government agencies and entities having jurisdiction over the construction of the Project, this Agreement shall terminate for cause and Dakota Electric shall be reimbursed for all costs incurred to the date of termination and all remediation costs incurred to restore the Customer's site to a safe condition.

5. Customer Power Sources (if applicable):

- a. The Customer owns and maintains onsite generation to be used in the event of an outage or during certain operational contingencies. Onsite generation operates in an [open / closed] transition configuration with Cooperative's system under all contingencies. Under no circumstances shall the customer parallel electrical services from Dakota Electric without the expressed written permission of the Cooperative and without going through the Minnesota Distribution Interconnection Process. The customer shall obtain written approval from Cooperative prior to modifying their generator sequence of operations.

- 6. The Customer shall operate its electric system at all times in compliance with the power quality requirements set forth in IEEE Standard 519 or other relevant standards. If at any time the Customer generates an unacceptable level of harmonic distortion at the point of common coupling, the Customer shall, at the Customer's expense, be required to install appropriate mitigating equipment.
- 7. The Customer's protective relaying shall coordinate with the Dakota Electric relaying protecting the point of demarcation under all conditions.

E. Dakota Electric/Great River Energy Scope and Responsibilities of the Project

i. Third Party Approvals

1. Great River Energy shall determine if any transmission extension required to serve the Dakota Electric substation requires a Certificate of Need (CON) or Route Permit from the Minnesota Public Utilities Commission.

ii. Permitting and Site Work

1. Dakota Electric will obtain all permits and permissions from all local and state government agencies and entities having jurisdiction over the construction of Cooperative electric distribution facilities not at the Facility. All timeframes for distribution construction may vary based upon permitting and the state regulatory process.

- iii. If Great River Energy is unable to obtain a required Certificate of Need or Route Permit, or if Dakota Electric is unable to obtain all permits and permissions required, this Agreement shall terminate for cause and Dakota Electric shall be reimbursed for all costs incurred to the date of termination and all remediation costs incurred to restore the Customer's site to a safe condition.

2. **COST**

A. Estimated Cost

- i. Dakota Electric estimates the costs for facilities, equipment, and planning associated with temporary construction power (Construction Power Costs) to serve the Facility as shown below. The Customer is responsible for all costs for this infrastructure.

Item	Quantity	Unit	Estimated Project Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Item	Quantity	Unit	Estimated Project Cost
Totals	\$		

- ii. Dakota Electric estimates the project cost for the electrical infrastructure to serve the Facility as shown below.

Item	Quantity	Unit	Estimated Project Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Totals	\$		

- iii. Cooperative's substation design is based upon the load ramps and schedules provided to Dakota Electric by the Customer for the Facility and assumes that the complete substation actual load will eventually be [Max Load] MVA. As such, Dakota Electric will install all below and above grade infrastructure necessary to operate and maintain the complete substation, including but not limited to the ground grid, bus work, foundations, control house, circuit breakers, switches, etc. The Customer is responsible for all costs for this infrastructure.

B. Construction Power Costs. Customer shall pay Dakota Electric the Construction Power Costs for the Project identified in this Agreement, which is currently estimated at \$[dollar amount]. The breakdown of the Construction Power Costs is shown in Exhibit A and summarized in the table above. Construction Power Costs are due within twenty (20) business days of Customer's receipt of an invoice from Dakota Electric, which will be issued promptly following full execution of this Agreement.

C. Contribution-in-aid of Construction. Customer shall pay Dakota Electric an amount known as CIAC.

- i. Customer agrees to pay the CIAC for the Project identified in this Agreement, which is currently estimated at \$[dollar amount]. The breakdown of the CIAC is shown on Exhibit B and summarized below. The

CIAC includes the costs that Cooperative and Customer have depicted in Exhibit B.

- ii. Payment for the CIAC shall be as follows: All invoices shall be sent by Dakota Electric to Customer via email. Customer's email address and additional contact information is stated within Section 4(p). Customer shall pay the full amount of the estimated CIAC of \$[dollar amount] in the following five (5) installments:

Payment No. 1 - 40% of estimated CIAC amount listed above is due within thirty (30) business days of Customer's receipt of an invoice from Dakota Electric, which will be issued promptly following full execution of this Agreement.

Payment No. 2 - 30% of estimated CIAC amount listed above is due within twenty (20) business days of Customer's receipt of an invoice from Dakota Electric which will be issued when Dakota Electric completes Utility Substation design and Customer completes circuit engineering design.

Payment No. 3 - 20% of estimated CIAC amount listed above is due within twenty (20) business days of Customer's receipt of an invoice from Dakota Electric which will be issued approximately (2) months prior to commencement of construction of the Dakota Electric distribution substation.

Payment No. 4 - 5% of estimated CIAC amount listed above is due within twenty (20) business days of Customer's receipt of an invoice from Dakota Electric which will be issued approximately (2) months prior to delivery of Power Transformers to the Project.

Payment No. 5 - 5% of estimated CIAC amount listed above is due within twenty (20) business days of Customer's receipt of an invoice from Dakota Electric which will be issued when Dakota Electric declares the Project electrical infrastructure is ready for Commissioning.

D. Scope of Agreement/Change Orders.

- i. Should the Customer at any time delay any phase of design or construction of the Project for more than twenty (20) business days, Dakota Electric may immediately stop work upon notice, invoice Customer for all expenses incurred by Dakota Electric to date and any other amounts due and owing

pursuant to the terms of this Agreement, less any salvage value, and Customer shall, within thirty (30) business days of the receipt of such invoice, reimburse Dakota Electric in full for any and all amounts due hereunder, less amounts that already have been paid by Customer to Dakota Electric through the aggregate CIAC payments specified in Section 2C(ii) of this Agreement.

- ii. Dakota Electric shall keep accurate and complete books of accounts, documents, work orders, and other evidence of the cost of performance of this Agreement, including any change or modification to the scope of work included within the Project as reflected in this Agreement. Dakota Electric will notify the Customer of a change or modification to the scope of work of the Project and will identify the impacts of the change in scope in terms of cost and time of performance by notice to the Customer. Customer shall have the ability to review and authorize Dakota Electric to either proceed, or not proceed, with such change or modification to the scope of work of the Project by written notice provided in accordance with this Agreement. If the Customer elects not to proceed with the change in scope of the work, the Parties will either modify this Agreement by Change Order to reduce the scope of work in a manner which is acceptable to both Parties, or this Agreement may be terminated by written notice supplied by either Party to the other. If, however, the Customer elects to proceed with the revised scope of work for the Project, the Parties shall promptly negotiate, approve and execute a written Change Order which defines the estimated cost of the increase in the scope of the work and the impact of the increased scope upon the timelines set forth in Exhibit H. Revised exhibits shall be approved by the Parties and attached to this Agreement.
- iii. Dakota Electric shall use industry standard accounting procedures and practices which are sufficient to account properly for all direct and indirect costs that it incurs in engineering and constructing the Project. The Customer shall have the right to audit all such records upon reasonable notice to Dakota Electric. All materials and documents that are maintained by Dakota Electric and are required for the Customer to perform such an audit, shall be made available at Dakota Electric's offices upon reasonable notice and during regular business hours for inspection, audit and reproduction until the later of the expiration of three (3) years from the date of final payment hereunder or until the final settlement or disposition of any claim made pursuant to this Agreement. Each Party will bear its own costs incurred in connection with any such inspection or audit, but Dakota Electric may impose reasonable charges upon the Customer for duplication of its accounting records.

- iv. True-Up Payments. Dakota Electric will track work orders and payments on a quarterly basis. If Dakota Electric determines that costs it expects to incur have deviated significantly or unexpectedly, the Cooperative may invoice or credit Customer.

Final true-up payment to be invoiced as cost or credit to Customer ninety (90) business days after the last vendor/supplier invoice associated with the Project has been received by Dakota Electric. The true-up payment shall reflect the difference between the total actual and demonstrable cost of the Project and the total amounts paid by Customer at the time of the true-up payment. The True-Up Payment amount due to Cooperative or to the Customer shall be paid by the respective Party within (30) business days following receipt of the True-Up Statement.

3. SCHEDULE

- A. Reference Exhibit H for the project timeline. The timeline provided in this scope document is subject to the clarifications below:
 - i. Subject to its receipt of the deliverables from the Customer required by Section 1(d), Dakota Electric shall deliver the fully completed Project to the demarcation point as show in Exhibit ____ and will supply written notice of completion to the Customer.
 - ii. Adherence to the Project timeline and included task timeframes in Exhibit H is contingent upon receipt of an Electric Service Agreement (“ESA”) by [Date]. If the execution of the ESA is delayed beyond the date specified in Exhibit H, Dakota Electric will provide an updated schedule that accounts for delay in delivery of the ESA and the Parties will execute a written Change Order to confirm the amendment to Exhibit H.
 - iii. Dakota Electric will require approximately [Months] months to construct the Cooperative owned electric infrastructure after executing this Agreement, and receipt from the Customer of the deliverables required by Section 1(d).
 - iv. Dakota Electric will coordinate schedules with Great River Energy in an effort to meet the Customer’s desired In-Service date. However, Cooperative is not responsible for any delays to Great River Energy’s construction schedule.
 - v. Dakota Electric can energize the electric service to the Customer’s Building at the later of Great River Energy completing construction and commissioning of its transmission facilities or Cooperative completing construction and commissioning of the distribution substation.

- vi. Dakota Electric will make the final determination on when long lead items are procured to best meet the construction schedule. Cooperative will bid and place purchase orders for the long lead items, including but not limited to, the power transformers, circuit breakers, control house, metering and backbone at Dakota Electric's discretion. Dakota Electric's strong preference is that long lead items are procured after execution of Agreement; however, if long lead items are procured prior to execution of this Agreement, reimbursement and procurement of these items will be governed by a separate legal agreement between Parties. Any costs associated with long lead items will be denoted in Section 2.A.ii and not included in the CIAC payment schedule in Section 2.C.
- vii. The interconnection and energization of Great River Energy's transmission facilities is subject to Midcontinent Independent System Operator (MISO) outage scheduling. Should the Customer fail to provide the stated deliverables needed to initiate substation transmission facilities construction by the timeframes given in Exhibit H, or should MISO modify the planned outage, the interconnection and energization of the transmission facilities serving the Dakota Electric substation may be delayed which will require the Parties to execute a written Change Order that documents the impacts on the schedule contained in Exhibit H.
- viii. Great River Energy may be required to file an application with the Minnesota Public Utilities Commission for a CON or Route Permit. As such, the timeframes provided in this Agreement and associated timeframe to completion of the Project are subject to change.
- ix. Should the Great River Energy schedule, including MISO outage availability, extend beyond the projected construction timeframe in Exhibit H, the estimated costs and schedules provided in this proposal are subject to change.
- x. Should the Customer not provide the required deliverables within the timeframes shown in Exhibit H, Dakota Electric will revise the timeframes shown in Exhibit H and the estimated costs.
- xi. The Customer is responsible for providing deliverables and processing change orders within the timeframes specified by Cooperative necessary to maintain the construction schedule. Any delays on the part of the Customer will delay the delivery of service.
- xii. If any of the delays specified in this Section 3A occurs during the course of the Project, the impacts of such delays on completion of the Project in

terms of costs and time will be documented in a written Change Order negotiated, approved and executed by the Parties.

4. ADDITIONAL PROVISIONS

- A. Dakota Electric shall use all commercially reasonable efforts according to Good Utility Practice to complete the Project by the In-Service Date and conform to the timeframe and the constraints set out in this Agreement. In the event the Customer and Dakota Electric agree that Cooperative's scope of work under this Agreement shall be, or has been, increased, or if it appears to either Party that a change is required to the Project to conform to actual circumstances or conditions on the Site, Customer and Dakota Electric shall agree upon such amendments or adjustments to this Agreement, or the Project, as they deem reasonably necessary in order to carry out the intent of this Agreement. Such amendments or adjustments shall be reflected in a Change Order, as represented in Exhibit I, and executed by Customer and Cooperative prior to the commencement of any work under the Change Order. Customer shall notify Dakota Electric of its approval or disapproval of any Change Order submitted to Customer which affects the scope and/or schedule within thirty (30) business days of receipt of same. The time periods associated with Customer's decision making and/or delays in notification to Dakota Electric may impact the scheduled completion and/or budget of the Project. However, Cooperative and Customer will work together in good faith to minimize, to the greatest extent possible, any impacts to the Project's schedule related to the Change Order approval time mentioned above. The cost associated with the Change Order will be incorporated into the next CIAC installment payment, or billed separately, whichever comes first.
- B. Delivery of capacity presented in this Agreement will be dependent upon the capacity capabilities of the local transmission provider and bulk power system at the time the Electric Service Agreement is executed and at the time the required infrastructure is constructed and energized which will define the limit of electric power that can be provided by Dakota Electric to the Customer.
- C. Early Termination. The Customer may terminate this Agreement after the Effective Date by providing Dakota Electric with at least 30 calendar days' written notice. If Customer's notice occurs prior to its payment of the final CIAC payment to Dakota Electric, in addition to making payment of all outstanding CIAC payments to Dakota Electric, Customer will also pay to Dakota Electric all commercially reasonable and documented expenses incurred by or billed to Dakota Electric for its work on the Project through the effective date of termination. This will include all costs that are required to remove the distribution substation and distribution electric infrastructure already installed and all costs for restoration of the Customer's site.

D. Continuity of Work/Service; Force Majeure.

- i. Dakota Electric shall use commercially reasonable efforts to permit consistent progress to be made on the Project all the way through the point of completion and delivery of power and energy to the Customer. If, however, Dakota Electric's progress is interrupted or delayed by an act of God, the public enemy, accident, strike, labor troubles, material delivery issues, pandemic or by action of the elements or any other cause beyond the reasonable control of Dakota Electric or the Customer, each such cause, a "Force Majeure Event," both Parties shall use their reasonable best efforts to reduce the delay caused by the Force Majeure Event and neither Party shall be liable for a delay caused by a Force Majeure Event. Despite the occurrence of a Force Majeure Event, Customer shall still be obligated to make all scheduled CIAC payments to Dakota Electric when due. The impact of the Force Majeure Event on schedule and costs shall be confirmed by a written Change Order negotiated, approved and executed by the Parties. If, however, completion of the Project is impossible as a result of a Force Majeure Event, Dakota Electric shall be reimbursed by the Customer for all costs incurred to the point of termination and all remediation costs incurred by Dakota Electric to restore the Customer's site to a safe condition.
- ii. For the purposes of this agreement, Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the industry.

E. General Provision. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate the other provisions hereof and such other provisions shall remain in full force and effect. In view of the contributions by each of the Parties to the negotiation, approval and execution of this Agreement, this Agreement shall not be construed as though either Party were responsible for its drafting.

F. Indemnity. Each Party agrees to defend, indemnify and hold harmless the other Party, its directors, officers, employees, and contractors against and from any claim, loss, cost, suit, judgement, damage, and expense, including attorney's fees,

directly caused by the indemnifying Party's material breach of this Agreement or that is proximately caused by the negligence or willful misconduct of the Indemnifying Party (collectively, "Indemnity Claim"). The indemnifying Party shall pay all reasonable attorney's fees and costs that the other Party incurs or is subject to as a result of an Indemnity Claim.

- G. Consequential Damages. To the fullest extent permitted by law, and except for fraud or willful misconduct, neither party shall be liable to the other party under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, loss of goodwill, cost of substitute equipment, cost of capital, cost of temporary equipment or services, cost of replacement power, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- H. Default. If either Party fails to perform any of its duties specified in this Agreement, the non-defaulting Party may supply notice of default to the defaulting Party and demand cure within thirty (30) calendar days of its receipt of the notice. If the default in performance is not cured within the 30-day cure period, the non-defaulting Party may exercise such rights as it may have in equity or at law to enforce the terms of this Agreement or to seek its damages incurred as a consequence of the defaulting Party's default, which may include termination of this Agreement and collection by the non-defaulting Party of all of its costs and damages that result therefrom.
- I. Miscellaneous. This Agreement may be executed in counterparts. Each of which will be deemed an original, but all of which will constitute one and the same Agreement. The delivery of an executed copy of this Agreement by e-mail will be legal and binding and have the same full force and effect as if an original executed copy of this Agreement had been delivered.
- J. Membership. Customer will become a member of Dakota Electric upon commencement of retail service and in accordance with the Rules and Bylaws of the Cooperative.
- K. Confidentiality/Publicity. Dakota Electric and Customer will comply with the terms of any nondisclosure agreement ("NDA") between Cooperative and Customer (or Customer's Affiliates). If no such agreement exists, Dakota Electric and its representatives and Customer (a) will reasonably protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from Customer in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary, (b) will use such information only for the purposes of

fulfilling its obligations under this Agreement, and (c) will return all such information to the Other Party promptly upon the termination of this Agreement. All such information will remain the exclusive property of the Party, and the Other Party will have no rights to use such information except as expressly provided herein. Neither Party will use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the Other Party or any of its Affiliates in any manner (including but not limited to use in any client list, press release, advertisement, or other promotional material) without prior written authorization of such use.

- L. Assignment. Customer may assign this Agreement, without consent of Cooperative, (1) to its parent, or to any of its subsidiaries or affiliates or (2) to a third party as part of a merger, sale, acquisition or financing, provided that in the event of an assignment to a subsidiary or affiliate, Customer shall remain liable for any outstanding payment due to Dakota Electric under this Agreement following a default in payment by the assignee and notice to Customer of such outstanding payment. Any other assignment of this Agreement by Customer will be subject to the express prior written consent of Dakota Electric, which shall not be unreasonably withheld, conditioned, or delayed. No assignment of this Agreement by Customer, with or without Dakota Electric's consent, shall relieve the Customer from its responsibilities under the terms of this Agreement or affect any credit enhancement provided by the Customer to Dakota Electric including a Letter of Credit or other instrument required by Dakota Electric as a condition to execution of this Agreement. In the event of any assignment of this Agreement by Customer (with or without the consent of Dakota Electric), Customer shall provide notice to Dakota Electric of such assignment.
- M. Succession and Amendment. This Agreement will be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective Parties hereto. This Agreement can only be amended by a written instrument executed by both Dakota Electric and Customer.
- N. Right of Access. Subject to compliance with Customer's security guidelines, standard site rules and regulations, and any easements between Dakota Electric and Customer, and upon prior notice (except in an emergency), duly authorized representatives of Cooperative or its Agents will be permitted to access Dakota Electric's equipment located on the Premises at all times for construction and maintenance in order to ensure safe, efficient, and continuous operation of such equipment and to ensure continuous Electric Service to the Premises. In the event of a conflict between the terms of a written easement and the terms of this Agreement, the easement will control.
- O. If an Engineering and Construction Agreement is not executed on or before [date of execution], this scope document shall become null and void.

- P. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be either hand delivered or sent by e-mail in pdf format with a copy sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized overnight courier service (e.g., FedEx, UPS). Such notices and other communications will be effective upon receipt if hand delivered or sent by e-mail (provided that if a notice arrives after business hours, it will be deemed delivered at 9:00 a.m. on the following business day), or upon receipt by the receiving party if sent by mail or by overnight courier, to the following addresses, or such other addresses as either Party may notify the other Party in accordance with this provision. This provision will not include the notification of access to Dakota Electric's Substation site or distribution lines as stated in Section 1(d)(i)(2) and Section 4(M).

If to Customer:

By E-Mail: _____

By Mail: _____

By Courier or personal delivery:

If to Dakota Electric:

By _____ E-Mail: specialprojects@dakotaelectric.com

By Mail: 4300 220th Street West
Farmington, MN 55024

By Courier or personal delivery:

4300 220th Street West
Farmington, MN 55024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

DAKOTA ELECTRIC:

DAKOTA ELECTRIC ASSOCIATION

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

COMPANY CONSTRUCTION POWER COSTS

EXHIBIT B

**COMPANY CAPITAL INVESTMENT &
CUSTOMER CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)**

EXHIBIT C
CUSTOMER SITE PLANS

EXHIBIT D

EASEMENTS REQUIRED

EXHIBIT E
ELECTRICAL ONE-LINE

EXHIBIT F

DAKOTA ELECTRIC SUBSTATION LAYOUTS

EXHIBIT G

DAKOTA ELECTRIC GRADING REQUIREMENTS

EXHIBIT H
PROJECT TIMELINE

EXHIBIT I
CHANGE ORDER FORM

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Special Facilities	7.1

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MEMBER SERVICE INFORMATION
EXTENSION OF SERVICE
CONTINUED

Commercial and Industrial Members, Multi-Tenant Residential Facilities, and Seasonal Accounts

1. Dakota Electric Association will provide single-phase or three-phase electric service to commercial (including commercial developments) and industrial members and multi-tenant residential facilities in accordance with established applicable rates and charges when the anticipated revenue justifies the expenditure. Dakota Electric Association will install, own, and maintain the primary service to a point of connection designated as either a single-phase or three-phase transformer. An economic analysis will be made for any service that involves abnormally high investments, and/or those with low anticipated revenue. A contribution in the aid of construction will be required if the estimated investment is not justified by the anticipated revenue, calculated as follows for service provided under the applicable rate schedule:

	<u>Sched. 31</u>	Sched. 41	Sched. 46	Sched. 70/71
	<u>Factor</u>	<u>Factor</u>	<u>Factors</u>	<u>Factors</u>
Estimated Extension Costs				
- Annual Sum of Monthly Non-Coincident Billing Demand (kW) times applicable rate schedule factor	NA	NA	\$10.09	\$10.61
- Annual Sum of Monthly billed energy (kWh) times applicable rate schedule factor	NA	\$0.15958	\$0.03157	\$0.02529
- Credit per Residential Unit times number of residential units in the complex	\$1,282	NA	NA	NA
= Required Contribution in Aid of Construction				

When underground service is requested, the member shall provide a right-of-way strip that is within four (4) inches, plus or minus, of the finished grade. The right-of-way must be free from obstructions and completely accessible to the Association's equipment.

The member shall furnish the pad for the padmounted transformer on underground systems in accordance with specifications provided by Dakota Electric Association.

The member will pay any additional installation costs incurred by the Association because of:

1. delays caused by member;
2. installation of underground facilities after ground is frozen;
3. soil conditions that impair the installation of underground facilities, such as rock formations;
4. paving of streets, alleys or other areas prior to the installation of the underground facility;
5. above-average permit costs; or
6. DNR crossing fees.

There may be situations where the member shall be required to install sections of conduit, such as underground entrance to a pad, which shall be at no cost to the Association.

The 2000 KVA distribution transformer is the largest size that Dakota Electric Association will install. Multiple transformers and service entrances will be required when service capacity requirements exceed 2000 KVA. The member cannot parallel multiple transformer services without written Dakota Electric approval of the design.

MEMBER SERVICE INFORMATION
EXTENSION OF SERVICE CONTINUED

~~The 2000 KVA distribution transformer is the largest size that Dakota Electric Association will install. Multiple transformers and service entrances will be required when service capacity requirements exceed 2000 KVA. The member cannot parallel multiple transformer services without written Dakota Electric approval of the design.~~

2. Irrigation Members

Dakota Electric Association will provide service to irrigation members in accordance with established applicable irrigation rates and in the "Agreement for Electric Service (Irrigation and Other Seasonal Loads). An economic analysis will be made for extensions to irrigation service. A contribution in aid of construction will be required if the estimated investment is not justified by the anticipated revenue.

The member shall furnish the pad for the padmounted transformer on underground systems in accordance with specifications provided by Dakota Electric Association.

3. Primary Metered Installations

Depending on the configuration of the Dakota Electric primary system, the member may have the option of installing primary metering on the 12.5kV system. Credits for primary service may be available as specified in applicable rate schedules. Many times this option is not available without the installation of additional 12.5kV facilities so as to allow for proper metering and so as not to negatively impact the reliability of other Dakota Electric member loads interconnected with the Dakota Electric distribution system.

- A. The member is responsible for all integration and installation costs for the primary metering system.
- B. The member is responsible for purchasing, owning and operating, all 12.5kV electrical facilities on the member's side of the primary metering installation(s). This includes responsibility for routine and emergency maintenance of those purchased primary facilities, which includes emergency transformer replacement and emergency primary facility repairs.
- C. Primary Metering is required for all primary wires feeding the facilities/complex.
- D. Dakota Electric, the National Electric Code, or both may require special protection for the member's primary system. The member is required to provide any necessary protection. This protection is required to be coordinated with the DEA distribution system's protection.

Extraordinary Large Commercial and Industrial and System Intensive Members

Dakota Electric Association will provide electric service, to the extent capacity is available, to large commercial and industrial members requiring service delivery at a voltage other than the Association's regular and customary service of 12.5 kV and system intensive members, in accordance with established applicable rates and charges or a Commission-approved Electric Service Agreement, when the anticipated revenue from the prospective member justifies the expenditure. System intensive members are considered members with service requirements that involve significant system modifications, design, and/or engineering to extend service to these members. The Association will have the sole discretion to determine what member is considered system intensive. Members requesting, or requiring, this type of service will be screened through Dakota Electric's large load engineering project queue and will be required to execute the Association's Letter of Authorization and Construction and Engineering agreements to protect the financial interests of the Association and its other members. An economic analysis and an engineering analysis will be made for any member requesting this type of service and a contribution in aid of construction will be required for necessary distribution equipment and upgrades. The contribution in aid of construction and construction and energization requirements are detailed in the Association's Letter of Authorization and Construction and Engineering Agreements.

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MEMBER SERVICE INFORMATION
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MEMBER SERVICE INFORMATION
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#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
1	Generic	Commerce Attorneys	commerce.attorneys@ag.state.mn.us		Office of the Attorney General - Department of Commerce	445 Minnesota Street Suite 1400 St. Paul MN, 55101 United States	Electronic Service		Yes	GR-24-400
2	Eric	Fehlhaber	efehlhaber@dakotaelectric.com	Dakota Electric Association		4300 220th St W Farmington MN, 55024 United States	Electronic Service		No	GR-24-400
3	Sharon	Ferguson	sharon.ferguson@state.mn.us		Department of Commerce	85 7th Place E Ste 280 Saint Paul MN, 55101-2198 United States	Electronic Service		No	GR-24-400
4	Adam	Heinen	aheinen@dakotaelectric.com	Dakota Electric Association		4300 220th St W Farmington MN, 55024 United States	Electronic Service		No	GR-24-400
5	Corey	Hintz	chintz@dakotaelectric.com	Dakota Electric Association		4300 220th Street Farmington MN, 55024-9583 United States	Electronic Service		No	GR-24-400
6	Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	1400 BRM Tower 445 Minnesota St St. Paul MN, 55101-2131 United States	Electronic Service		Yes	GR-24-400
7	Will	Seuffert	will.seuffert@state.mn.us		Public Utilities Commission	121 7th PI E Ste 350 Saint Paul MN, 55101 United States	Electronic Service		Yes	GR-24-400
8	Kristin	Stastny	kstastny@taftlaw.com	Taft Stettinius & Hollister LLP		2200 IDS Center 80 South 8th Street Minneapolis MN, 55402 United States	Electronic Service		Yes	GR-24-400