

EL 96-026

C#100

DOCKET NO. EL 96-026

In the Matter of - IN THE MATTER OF THE FILING BY  
BLACK HILLS POWER AND LIGHT  
COMPANY FOR TARIFF REVISIONS

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

DATE	MEMORANDA
11/1 96	Received;
11/4 96	Reopened;
5/31 97	Open up for Tariff Revisions;
5/21 97	Docket Closed.
10/10 97	Errata Notice.

BLACK HILLS POWER AND LIGHT

P.O. BOX 1400 - 400 Deadwood Avenue  
RAPID CITY, SOUTH DAKOTA 57709

EL96-026

DON MARTINEZ  
ENERGY SERVICES ENGINEER

TELEPHONE  
(605) 342-3200

October 31, 1996

RECEIVED

NOV 01 1996

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Mr. William J. Bullard  
Executive Director  
State Capital  
500 E. Capital  
Pierre, SD 57501

Subject: Sample Forms Filing

Enclosed is Black Hills Power & Light Company's filing of its Sample Forms. These Sample Forms are normally used in connection with customer's services. Black Hills is making this filing since many of the forms have seen changes from the presently approved forms.

The following forms are submitted for approval:

SECTION 6

Second Revised Sheet No. 1	Application for Service
Fourth Revised Sheet No. 2	Electric Bill Form - Type #1
Third Revised Sheet No. 3	Electric Bill Form - Type #2
Third Revised Sheet No. 4	Consumer Deposit Receipt
Second Revised Sheet No. 5	Reserved
Fourth Revised Sheet No. 6	Disconnect Notice
First Revised Sheet No. 7	Electric Power Service Contract (Type #1)
First Revised Sheet No. 8	Electric Power Service Contract (Type #1 continued)
First Revised Sheet No. 9	Electric Power Service Contract (Type #1 continued)
First Revised Sheet No. 10	Electric Power Service Contract (Type #2)

Mr. William J. Bullard

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October 31, 1996

First Revised Sheet No. 11	Electric Power Service Contract (Type #2 continued)
First Revised Sheet No. 12	Electric Power Service Contract (Type #2 continued)
First Revised Sheet No. 13	Irrigation Pumping Contract
Second Revised Sheet No. 14	Irrigation Pumping Contract (continued)
Second Revised Sheet No. 15	Irrigation Pumping Contract (continued)
Second Revised Sheet No. 16	Energy Storage Service Contract
Second Revised Sheet No. 17	Energy Storage Service Contract (continued)
Second Revised Sheet No. 18	Energy Storage Service Contract (continued)
First Revised Sheet No. 19	Payment by Bank Authorization Form
First Revised Sheet No. 20	Residential Electric Service Guarantee Contract
First Revised Sheet No. 21	Application for Private or Public Area and/or Floodlight Service
First Revised Sheet No. 22	Customer Information Booklet
Original Sheet No. 23	Application for Electric Service Extension
Original Sheet No. 24	Application for Electric Service Extension (continued)
Original Sheet No. 25	Optional Seasonal Use-Application for Electric Service Extension
Original Sheet No. 26	Optional Seasonal Use-Application for Electric Service Extension (continued)

SECTION 1

Thirteenth Revised Sheet No. 1	Table of Contents - Page 1 of 4
Third Revised Sheet No. 4	Table of Contents (continue) - Page 4 of 4

All the forms are final versions with the exception of the South Dakota Residential Information Booklet. The Booklet is in draft form and will be completed upon the approval of our filing.

If you have any questions, feel free to contact me.

Sincerely,



Don Martinez  
Energy Service Engineer

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

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DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
SECOND REVISED SHEET NO. 1  
REPLACES FIRST REVISED SHEET NO. 1

BLACK HILLS POWER AND LIGHT COMPANY WORK AUTHORIZATION									
ISSUED BY		PROJECT NAME				DATE THE SERVICE			
CUSTOMER REPRESENTATIVE		RECALLED BY				HOME PHONE			
						BUS. PHONE			
DATE MAILED		SERVICE ADDRESS				TOWN		STATE OR CODE	
EST. ORIGINAL SERVICE		MAPPING ADDRESS				TOWN		STATE OR CODE	
NEAREST METER NO.		MSE CERTIFICATE NO.		COUNTY		TAX DISTRICT		SEC.	
MILEAGE OF METER								TWP.	
								RANGE	
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## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
THIRD REVISED SHEET NO. 3  
REPLACES SECOND REVISED SHEET NO. 3

## Electric Bill Form

BLACK HILLS POWER AND LIGHT COMPANY PAGE 1 OF  
ELECTRIC BILLING

CUSTOMER ACCOUNT NUMBER

BILLING DATE

REMIT PAYMENT TO:  
BLACK HILLS POWER AND LIGHT COMPANY  
PO BOX 1440  
RAPID CITY, SD 57709-1440FOR ADDITIONAL INFORMATION PLEASE CONTACT YOUR LOCAL OFFICE AT:  
PHONE # 605------  
SERVICE LOCATION TO SERVICE FROM TO-----  
RATE SCHEDULE RATE METER # CONTRACT #-----  
PRESENT PREVIOUS METER READING DATA MULTIPLIER KWH USED  
DIFFERENCE-----  
CAPACITY RATE SCHEDULE CAPACITY  
FIRST KVA \$ INDICATED  
EXCESS AT \$ PER KVA MULTIPLIER  
METERED CAPACITY-KW  
REACTIVE KWH  
POWER FACTOR  
CAPACITY  
CONTRACT CAPACITY AT 80%  
HIGHEST BILLING CAPACITY  
PRECEDING MDS:  
AT 80%  
BILLING CAPACITY-----  
ENERGY RATE SCHEDULE BILLING  
FIRST AT \$ PER KWH BILLING CAPACITY CHARGE  
NEXT AT \$ PER KWH ENERGY CHARGE  
EXCESS AT \$ PER KWH SALES TAX

TOTAL DUE &gt;&gt;

PAY TOTAL DUE BEFORE TO AVOID LATE PAYMENT CHARGE

-----  
COMPARATIVE USE INFORMATION: THIS YEAR DAYS, AVG \$ PER DAY  
LAST YEAR DAYS, AVG \$ PER DAY

PLEASE RETURN DUPLICATE COPY WITH YOUR REMITTANCE.

AMOUNT REMITTED.

THANK YOU. \$

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
THIRD REVISED SHEET NO. 4  
REPLACES SECOND REVISED SHEET NO. 4**BLACK HILLS POWER & LIGHT COMPANY**

has accepted, or shall accept, the deposit amount shown to the right to establish credit for electric service for the named customer.

The principal, refund of, and interest payable on this deposit shall be made in accordance with applicable regulations of the state's regulating authority.

No.  
DEPOSIT CERTIFICATE\$ 00  
DEPOSIT AMOUNT

DATE

ACCOUNT NUMBER

NAME

This is not a deposit receipt.

SIGNATURE

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales





## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FOURTH REVISED SHEET NO. 6  
REPLACES THIRD REVISED SHEET NO. 6

## DISCONNECT NOTICE

BLACK HILLS POWER AND LIGHT COMPANY

## NOTICE OF NONPAYMENT

DATE OF NOTICE ACCOUNT NUMBER AMOUNT  
FOR SERVICE AT

We have not yet received full payment for your bill. We realize that unpaid bills are frequently just an oversight. If this is the case for you, you may want to take advantage of our **PAID BY BANK** program. Please give us a call so that we can explain how you can save time, money and the worry of getting your payment to us on time.

If you have sent the payment for your bill, thank you. If you have not paid your bill, please do so now. Your electric service may be disconnected if we have not received your payment or heard from you by:

If disconnection does occur, your electric service will not be restored until you have paid your bill in full, plus a reconnection charge of \$ . If you request that service be restored at a time other than our regular business hours, the charge for this service will be \$ .

If you are unable to pay the full amount of your bill, please contact us to find out if a mutually agreed upon payment schedule can be arranged. Or we may be able to refer you to a social agency for assistance. Our local phone number is:

Please contact us if a serious medical condition exists in your home and you are unable to pay your bill in full. We may need to make special arrangements with you if a physician or health or social services official has certified that disconnection of your electric service will aggravate the existing medical condition.

If you disagree with a portion of this bill, please pay the undisputed portion of the bill and contact us. If after an investigation of your billing we cannot agree on an appropriate amount to be paid, the mediation at is available for appeal and mediation at or by calling:

## PLEASE MAIL YOUR PAYMENT TO

Black Hills Power and Light Company  
PO Box 1440  
Rapid City, SD 57709

ACCOUNT NUMBER AMOUNT DUE

IF YOU ARE UNABLE TO PAY, PLEASE CALL US AT  
OR STOP BY OUR OFFICE AT

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 7  
REPLACES ORIGINAL SHEET NO. 7Electric Power Service Contract (Type #1)  
State of South DakotaContract Number \_\_\_\_\_  
Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY (hereinafter referred to as "Company"), and \_\_\_\_\_ (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its \_\_\_\_\_, located at \_\_\_\_\_. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of \_\_\_\_\_ volts.
2. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be at \_\_\_\_\_. Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of \_\_\_\_\_ (kilowatts) (kilovolt amperes) of electric power, which shall constitute the Contract Demand hereunder. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and adjustment in Contract Demand shall be made accordingly.
3. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
4. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
5. The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_, and shall continue for a period of \_\_\_\_\_ years and thereafter until terminated by either party giving the other two years written notice.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 8  
REPLACES ORIGINAL SHEET NO. 8Electric Power Service Contract (Type #1 continued)

6. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefor, pursuant to the Company's electric rate schedule \_\_\_\_ copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
7. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
8. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of twenty-four (24) hours occasioned by the occurrence of any of the above events to the Company's system.
9. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
10. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
FIRST REVISED SHEET NO. 9

Electric Power Service Contract (Type #1 continued)

11. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
12. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its \_\_\_\_\_ located at \_\_\_\_\_ and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, binding and extending to their successors and assigns.

BLACK HILLS POWER AND LIGHT COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

01363912

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 10  
REPLACES ORIGINAL SHEET NO. 9Electric Power Service Contract (Type #2)  
State of South DakotaContract Number \_\_\_\_\_  
Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY (hereinafter referred to as "Company"), and \_\_\_\_\_ (hereinafter referred to as "Customer").

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its \_\_\_\_\_, located at \_\_\_\_\_. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of \_\_\_\_\_ volts.
2. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be at \_\_\_\_\_. Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of \_\_\_\_\_ (kilowatts) (kilovolt amperes) of electric power, which shall constitute the Contract Demand hereunder. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and adjustment in Contract Demand shall be made accordingly.
3. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
4. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
5. The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_, and shall continue for a period of \_\_\_\_\_ years and thereafter until terminated by either party giving the other two years written notice.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 11  
REPLACES ORIGINAL SHEET NO. 10Electric Power Service Contract (Type #2 continued)

6. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefor, pursuant to the Company's electric rate schedule \_\_\_\_ copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
7. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
8. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of twenty-four (24) hours occasioned by the occurrence of any of the above events to the Company's system.
9. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
10. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY:

\_\_\_\_\_  
 Kyle D. White  
 Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 12Electric Power Service Contract (Type #2 continued)

11. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
12. In consideration thereof, Customer agrees to advance to Company for the location and installation of the above named facilities the sum of \_\_\_\_\_ and it is understood and agreed that this advance payment does not entitle Customer to an interest in or lien upon the above mentioned facilities.
13. It is further understood and agreed that Customer, its successors or assigns will receive from the Company, as refund on said amount of \_\_\_\_\_ paid and to be paid under this Agreement, a credit each month equal to 20% of Customer's bill for the previous month for electric power and energy supplied pursuant to this Agreement for and during a period of five (5) years from the effective date of this Agreement, or for such lesser period of time as will be required to refund the said amount paid, no refund to be made; however, after five (5) years from the effective date of this Agreement.
14. It is further understood and agreed that the sums to be paid by Customer under the terms of this Agreement do not and shall not constitute or be considered as a deposit or guarantee for service, and should Customer, its successors or assigns, fail to pay for service furnished by the Company, and otherwise to conform to and abide by the Rules and Regulations of the Company, the Company shall have the right without notice or demand to discontinue the furnishing of such service until the defaults in the payments of monthly bills have been fully removed and all payments due the Company have been paid in full.
15. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its \_\_\_\_\_ located at \_\_\_\_\_ and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, binding and extending to their successors and assigns.

BLACK HILLS POWER AND LIGHT COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales



## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 13  
REPLACES ORIGINAL SHEET NO. 11IRRIGATION PUMPING CONTRACT

State of South Dakota

Contract Number \_\_\_\_\_

Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY (hereinafter referred to as "Company"), and \_\_\_\_\_ (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its Irrigation Pumping Station, located in \_\_\_\_\_

Such power and energy shall be \_\_\_\_\_ Phase, alternating current, approximately 60 hertz, at a nominal voltage of \_\_\_\_\_ volts

2. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestor, meter, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be \_\_\_\_\_  
Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of \_\_\_\_\_ (horsepower) of electric power. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase.
3. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of points of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
4. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property, and it shall have the right to inspect, repair or remove the same.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
SECOND REVISED SHEET NO. 14  
REPLACES ORIGINAL SHEET NO. 12Irrigation Pumping Contract Type #1 continued)

5. Company shall bill, and the Customer shall pay for all electric power and energy supplied hereunder pursuant to the rates, charges, terms and conditions set forth in the Irrigation Pumping Schedule as attached hereto, and made a part hereof and upon all other terms and conditions set forth in this Agreement. The net annual charge as determined pursuant to Schedule \_\_\_\_\_ shall be \_\_\_\_\_ (plus applicable tax) and one-third (1/3) thereof shall be due and payable in each of the billing months of April, May and June of each calendar year. Bills rendered for energy charges shall be due and payable when received. It is understood that the initial basis for charges pursuant to this Contract as above referred to may be revised by the Company from time to time, and the Customer agrees that should the Company, during the term of this Contract, revise or eliminate the schedule of rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this Contract thereafter. Customer shall be notified promptly of any such revision or elimination.
6. In the event that any bill for electric service is not paid in accordance with payment provisions set forth herein, Company may suspend the supply of power and energy or cancel this Contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the Contract or from liability for damages because of any breach hereof.
7. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident, or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service.
8. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and Customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
9. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after written notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this Contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_  
Kyle D. White  
Director, Strategic Marketing and Sales

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
SECOND REVISED SHEET NO. 15  
REPLACES ORIGINAL SHEET NO. 13

Irrigation Pumping Contract (Type #1 continued)

10. The provisions of this Contract shall not be changed except by writing duly signed by Company and Customer. However, the Contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
11. The effective date of this Contract shall be \_\_\_\_\_ and shall continue for a period of \_\_\_\_\_ year(s) and thereafter until terminated by either party giving the other not less than thirty (30) days' written notice.

ACCORDINGLY, the parties hereto have executed this Contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, binding and extending to their successors and assigns.

BLACK HILLS POWER AND LIGHT COMPANY

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_  
Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
SECOND REVISED SHEET NO. 16Energy Storage Service Contract

Contract Number \_\_\_\_\_

State of South Dakota

Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY (hereinafter referred to as "Company"), and \_\_\_\_\_ (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Company shall supply and the Customer shall take all electric power and energy required for the operation of Customer's **qualified energy storage system** installed or to be installed by it at its \_\_\_\_\_, located at \_\_\_\_\_. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of \_\_\_\_\_ volts.
2. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be at \_\_\_\_\_. Such facilities of Company shall be of sufficient capacity to satisfy a **maximum on-peak demand** by Customer of \_\_\_\_\_ (kilowatts) of electric power, which shall constitute the **Partial Storage Demand Limit** hereunder. **Customer has elected the Partial Storage - Cooling option under the Energy Storage Service schedule.**
3. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
4. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
5. The effective date of this contract shall be \_\_\_\_\_ and shall continue for a period of three years and thereafter until terminated by either party giving the other twelve months written notice.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
SECOND REVISED SHEET NO. 17Energy Storage Service Contract (continued)

6. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's electric rate schedule \_\_\_\_\_ copy of which is attached as a part hereof, and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
7. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
8. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of twenty-four (24) hours occasioned by the occurrence of any of the above events to the Company's system.
9. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
10. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after written notice thereof provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
SECOND REVISED SHEET NO. 18

Energy Storage Service Contract (continued)

11. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
12. This agreement shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its \_\_\_\_\_ located at \_\_\_\_\_ and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, binding and extending to their successors and assigns.

BLACK HILLS POWER AND LIGHT COMPANY

Attest: \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 19  
REPLACES FIRST REVISED SHEET NO. 14

## Payment By Bank - Authorization Form

## BLACK HILLS POWER AND LIGHT COMPANY PAYMENT AUTHORIZATION

I authorize Black Hills Power and Light Company to make variable entries to the account defined below for payment. The bank or financial institution named below is authorized to charge these bills to my account.

Name of bank or financial institution \_\_\_\_\_ Bank routing number (seven digit)  or  in which I am checked

Address of bank \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Checking/Savings account number \_\_\_\_\_

This authorization is to remain in effect until revoked by me in writing. Until you receive and have had a reasonable time to act on such notice, you shall be fully protected in honoring any charge by Black Hills Power and Light Company against my account.

Name, please print: \_\_\_\_\_

Home address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Area code Telephone number \_\_\_\_\_ Date \_\_\_\_\_

 Add my account to the equalized payment plan

Signature (as shown on bank record) \_\_\_\_\_

PLEASE ATTACH A VOIDED BLANK CHECK (PHOTO COPY IS FINE) FOR VERIFICATION OF YOUR ACCOUNT NUMBER

Please complete this form and return to Black Hills Power and Light Company

FOR YOUR RECORDS ON \_\_\_\_\_ (date)

I authorized \_\_\_\_\_ (Name of financial institution)

to pay and to charge to my account as indicated on this form. I understand that I am authorizing Black Hills Power and Light Company. I also agreed to the terms listed.

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 20  
REPLACES FIRST REVISED SHEET NO. 15

GENERAL OFFICE

802828

RESIDENTIAL ELECTRIC SERVICE  
GUARANTEE CONTRACTDATE IN THE AMOUNT OF \$ 

In consideration of Black Hills Power and Light Company, a corporation ("Company"), not requiring a deposit to establish credit for the payment of electric utility service, I, ("Guarantor"), do hereby guarantee payment to the Company for all sums and accounts which shall hereinafter become due or payable to the Company for electric service furnished by the Company to ("Customer"), as shown and indicated by this agreement and the books and accounts of the Company.

This contract shall automatically terminate upon the happening of either of the following:

- (a) After the Customer establishes credit under the provisions of Section 20.10.19.02 of the Administrative Rules of South Dakota; or
- (b) After 60 days' written notice is given by the Guarantor to the Company.

The Company shall notify the Guarantor by first class mail to the Guarantor's address as set forth herein when a disconnect notice has been sent to the Customer.

CUSTOMER'S ELECTRIC ACCOUNT NUMBER

\_\_\_\_\_  
GUARANTOR'S NAME\_\_\_\_\_  
MAILING ADDRESS\_\_\_\_\_  
CUSTOMER'S NAME\_\_\_\_\_  
CITY, STATE & ZIP CODE\_\_\_\_\_  
CUSTOMER'S SERVICE ADDRESS\_\_\_\_\_  
GUARANTOR'S SIGNATURE

BHP, FORM #1

\_\_\_\_\_  
CITY, STATE & ZIP CODE

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales



## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
FIRST REVISED SHEET NO. 21  
REPLACES FIRST REVISED SHEET NO. 16BLACK HILLS POWER AND LIGHT COMPANY  
APPLICATION FOR PRIVATE OR PUBLIC AREA AND/OR FLOODLIGHTING SERVICE

STATE OF \_\_\_\_\_ DATE \_\_\_\_\_

- [1] THE UNDERSIGNED CUSTOMER REQUESTS BLACK HILLS POWER AND LIGHT COMPANY TO SUPPLY PRIVATE OR PUBLIC AREA AND/OR FLOODLIGHTING TO BE LOCATED AT \_\_\_\_\_

[NAME] _____ [STREET ADDRESS] _____ [CITY] _____		AS FOLLOWS	
[NAME] _____ [STREET ADDRESS] _____ [CITY] _____		AS FOLLOWS	
FLOODLIGHTS			
NUMBER	TYPE	MONTHLY RATE PER LUMEN	MONTHLY CHARGE
_____	8,500 LUMEN	\$ _____	\$ _____
_____	17,500 LUMEN	\$ _____	\$ _____
_____	7,000 LUMEN	\$ _____	\$ _____
_____	20,000 LUMEN	\$ _____	\$ _____
_____	SPECIAL INSTALLATION CHARGE	\$ _____	\$ _____
FLOODLIGHTS			
_____	27,500 LUMEN	\$ _____	\$ _____
_____	50,000 LUMEN	\$ _____	\$ _____
_____	20,000 LUMEN	\$ _____	\$ _____
_____	55,000 LUMEN	\$ _____	\$ _____
_____	SPECIAL INSTALLATION CHARGE	\$ _____	\$ _____
		TOTAL MONTHLY CHARGE	\$ _____
		(PLUS APPLICABLE SALES TAXES)	\$ _____

- [2] CUSTOMER UNDERSTANDS THAT ACCEPTANCE OF THIS REQUEST BY THE COMPANY SHALL BE EVIDENCED BY THE INSTALLATION OF THE ABOVE LIGHTING SERVICE. SERVICE SHALL CONTINUE TO EFFECT FOR \_\_\_\_\_ YEARS FROM THE DATE ABOVE AND THEREAFTER UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE. BILLING AND PAYMENT SHALL NOT BEGIN UNTIL THE LIGHTING IS INSTALLED.
- [3] THE FACILITIES INSTALLED BY THE COMPANY IN PERFORMANCE OF THIS REQUEST SHALL REMAIN THE PROPERTY OF THE COMPANY AND CUSTOMER HEREBY GRANTS TO THE COMPANY THE RIGHT TO ENTER THE CUSTOMER'S PREMISES AS NECESSARY FOR THE INSTALLATION, MAINTENANCE AND REMOVAL OF SUCH FACILITIES.
- [4] CUSTOMER AGREES TO PROVIDE OR SECURE, WITHOUT COST TO THE COMPANY, ALL NECESSARY RIGHT-OF-WAY PERMITS AND/OR ENCLOSURES INCLUDING RAILROAD AND FOREST SERVICE PERMITS.
- [5] COMPANY WILL REPLACE BURNED-OUT LAMPS AND OTHERWISE MAINTAIN THE LIGHTING FACILITIES DURING REGULARLY SCHEDULED DAYTIME HOURS AS SOON AS PRACTICABLE FOLLOWING NOTIFICATION BY THE CUSTOMER. REPLACEMENT OF BREAKAGE FOR ANY REASON SHALL BE CHARGED TO THE CUSTOMER AT COMPANY'S COST.
- [6] THIS REQUEST SHALL BE SUBJECT TO ALL APPLICABLE RULES AND VALID ORDERS OF LEGALLY CONSTITUTED REGULATOR AUTHORITY HAVING JURISDICTION AND TO APPLICABLE RULES AND REGULATIONS OF THE COMPANY AND THE TERMS OF THIS REQUEST INCLUDING THE RATE SCHEDULES AND PROVISIONS THEREOF ARE SUBJECT TO MODIFICATION FROM TIME TO TIME TO CONFORM TO ANY CHANGE MADE BY THE COMPANY IN THE RATE, RULES AND REGULATIONS APPLICABLE TO THE SERVICE RENDERED HEREUNDER. A COPY OF SCHEDULE(S) \_\_\_\_\_ IS HEREBY ACKNOWLEDGED AS HAVING BEEN RECEIVED.

BLACK HILLS POWER AND LIGHT COMPANY

BY \_\_\_\_\_

CUSTOMER TITLE

[MAILING ADDRESS] [CITY]

BHP&amp;L FORM #221 REV. 8/11/90

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY:

Kyle D. White  
Director, Strategic Marketing and Sales



1. A customer may be receiving service from us at more than one location. Only the type of service for which the bill is disjunct will be disconnected.

2. Bills are due when received and will become delinquent twenty (20) days after the billing transmittal date. We will send you a written notice giving you an additional ten (10) days in which to pay the bill to avoid disconnection. These time periods may be waived in the cases of fraud, illegal use or when it is clearly indicated that the customer is preparing to leave.

3. If this is the customer's first disconnection notice, the customer will receive an additional personal notice by other telephone, visit or certified mail. Both written notice and personal notice shall contain a statement of the customer's right to appeal and where to appeal.

4. A customer has been unwilling to enter into a reasonable agreement with BHP to pay the service bill and may claim inability to pay or extenuating circumstances.

5. No franchise or end dispute concerning the bill exists. A dispute shall not be deemed as deniable and just if the customer does not pay the undisputed portion of the bill and goes into arrears notice of their right to do so, contact the South Dakota Public Utilities Commission with the undisputed dispute within ten (10) days after the disconnection notice was sent.

6. Each service will not be disconnected on any Friday, Saturday, Sunday, legal holidays or at any time when our business offices are closed to the public. The customer can pay a disputed bill to avoid disconnection. Our representatives who contact to discontinue the service can also accept timely payments.

7. In a landlord tenant situation where the meter is in the landlord's name, we will not disconnect the electric service and the tenant has been advised the opportunity to pay the electric service in the tenant's own name and the tenant has failed to do so.

8. The disconnection of electric utility service during cold weather could cause discomfort to health and life. We will not disconnect residential electric service from November 1 to May 31 without sending an additional 30 day notice to the service disconnection date.

9. In the event of an emergency, the service will upgrade an existing meter in emergency if the customer's meter is found to be faulty or other personnel in violation of the premises, we will upgrade disconnection of service to thirty days from the date of our usual disconnection notice from public health or social service. Please note that such a medical emergency exists. The expense is linked to a charge that will be billed.

Sometimes you may want to have your electric service disconnected because you are moving or for some other reason. Please notify us so that you may avoid service disconnection or reconnection. You may do this in a letter by a personal visit or by phone call to your local BHP office.

### METER TESTING

We conduct a program of periodic testing of customers' meters. In this testing, almost all meters are found to be very accurate. You may request to have your test your electric meter and charge for this. You have the right to be present when the test is conducted. If the test requires to be made within one year after a previous request, you will be required to pay a ten dollar (\$10.00) deposit. The deposit will be refunded only if the meter is found to have an unacceptable error. The result of the test will be supplied to you within one week after the test is completed.

If a meter is found to have an error of ten percent (10%) or more, a charge or refund for the energy consumed may be made. The rate charged for the charge or refund may not exceed six (6) months, unless a specific cause and date of inaccuracy can reasonably be determined.

### DISPUTES

Whenever a customer advises us before the disconnection of electric service that any part of the billing, charges, or service is in dispute, we will:

1. Investigate the dispute promptly.
2. Advise the customer of the investigation and its result.
3. Attempt to resolve the dispute.
4. Without disconnection of service providing the customer pays the undisputed portion of the bill.

If the dispute cannot be resolved, we will notify the customer of his or her appeal rights to the South Dakota Public Utilities Commission. The appeal for resolution of the dispute must be made within ten (10) days after the disconnection notice was sent.

### HOW TO MAKE A COMPLAINT

It is important that you are satisfied with your electric service. If for some reason, a customer misunderstands or is dissatisfied with the service, it is best to discuss the problem with the person in charge of the service. If the problem is not resolved, you may wish to file a complaint with the public utility company that rendered you the service. We will also make a full and prompt investigation of all written complaints received. Please address all written complaints to the manager of our nearest BHP office.

Please direct all requests or inquiries to your nearest BHP office. Your local telephone directory will give the office address and telephone number. In Rapid City, normal office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday and 9 a.m. to 12 p.m. on Saturday. Other district office hours are 8 a.m. to 12 Noon and 1 p.m. to 5 p.m. Monday through Friday. Our South Dakota district offices are:

892 2551  
Sells/Fourche 420 State St.  
673 4455  
Custer 447 MR. Ruppman Rd.  
578 3440  
Deadwood 425 0MR St.  
662 7231  
Eggenmont 311 2nd Ave.  
574 2741  
Hill City 447 MR. Ruppman Rd.

745 3120  
Hot Springs 401 N. Rose  
578 3440  
Lead 425 0MR St. (Over)  
456 2896  
Newell 121 3rd

Rapid City 439 Deadwood Ave.  
Opening of Savings Accounts, Billing Inquiries and  
Customer Service 342 6184  
Burned Line Locations and Other Services 342 3200  
Speeches 1415 Hudson  
342 2643  
Sturgis 1060 Main St.  
342 3636

The emergency number for after hours, weekends, or holidays is  
1-800-712-8948  
For Rapid City call 342-3200  
For Hill City call 342-3200

The South Dakota Public Utilities Commission regulates Black Hills Power and Light Company and is available for regulators and public Address:

South Dakota Public Utilities Commission  
State Capitol Building  
500 E. Capitol Ave.  
Pierre, South Dakota 57501  
Phone Number: (605) 773-3201 or 800-332-1792

1997-98-99-00-01



## Residential Customer Information Booklet



RIGHTS AND RESPONSIBILITIES OF  
BLACK HILLS POWER AND LIGHT COMPANY,  
AND ITS SOUTH DAKOTA CUSTOMERS

1997-98-99-00-01

## Welcome to Black Hills Power and Light Company's (BHP) service territory!

It's our pleasure to serve you as a BHP customer. In this customer information brochure, you'll find information about the various rules and procedures pertaining to your responsibility as a BHP customer. It will also tell you about our BHP rights and responsibilities as your energy supplier.

A complete listing of our regulations and rate schedules is available for your review at any of our local offices. Your own billing, complaints, payment, and deposit records are also available to you for inspection. We will furnish additional information upon request.

We hope this brochure will be a helpful resource you'll refer to time and time again. Remember, if you would like more information on any subject, or if you have any questions, please contact us at BHP's local offices located throughout the Black Hills area.

Good customer service is important, and we encourage you to contact us whenever you need help with your electrical service. All of us at BHP look forward to serving you.

### MEET BLACK HILLS POWER AND LIGHT

Black Hills Power and Light came into being in 1941 - the year Mount Rushmore was completed. It was formed through the consolidation of several small electric suppliers in the Black Hills of South Dakota.

BHP is an investor-owned utility company and part of the Black Hills Corporation family. It is engaged in the generation, purchase, transmission, distribution, and sale of electric power and energy. The utility serves over 55,000 customers in 11 counties and 20 communities located in Western South Dakota, Eastern Wyoming and South Eastern Montana.

BHP's District Offices are available to answer and assist our customers or guests in the communities they serve. With qualified employees to handle any challenge in the energy field, we offer a variety of services and incentives to the customers we serve.

### ENERGY MANAGEMENT

BHP offers to all of our residential customers, on-site Home Energy Audits performed by our energy management specialists. Our energy management specialists can point out and explain energy saving practices that will improve the energy efficiency of your home. Energy

Management Rates are also available which, if applicable for your use, may result in reduced electric billing; if you have a Home Energy Audit or information concerning Energy Management Rates, please contact your local BHP office.

### METER READING

Your electric meter is read each month by a BHP employee or under special circumstances, usage may be estimated. This reading is made on an on-site to a 30-day cycle as possible. The meter will be physically read at least once every twelve months or when there is a change in customer at your location.

### YOUR ELECTRIC BILL

The bill you receive for electric service is based upon meter readings or estimated energy usage. The bills are calculated according to electric rates that have been approved by the South Dakota Public Utilities Commission. Rate pamphlets are available at all BHP offices.

Electricity is measured and sold in kWh which means "kilowatt-hours." The bill shows the present and previous readings of your electric meter and the total kWh used during the billing period.

The kWh figure, when applied according to the proper rate schedule plus the customer charge and demand charge (if applicable), results in the amount you are expected to pay for the electric energy you have used.

### HOW TO PAY YOUR BILL

Once each month you will receive a bill for the electricity you have used during the previous month. This bill is due when it is received and becomes delinquent twenty (20) days after the billing transmittal date. Any remaining account balance as of the subsequent reading date is subject to a late payment charge. An installment check charge shall apply for returned checks.

You may pay your bill by one of the following ways:

1. You may pay your bill personally at any BHP office.
2. You may pay your bill at any commercial bank in the Black Hills. Please present your payment stub.
3. You may also elect to have your bill deducted from your checking account by completing a PAID BY BANK authorization form which is available at any of our offices or at your bank.

4. You may pay your bill by mail. Send the part of the bill that is marked **PLEASE RETURN THIS STUB WITH YOUR PAYMENT** along with your check or money order. Please send all payments to:

**Black Hills Power and Light Company  
PO Box 1440  
Rapid City, South Dakota 57709**

We encourage you to use our Equalized Payment Plan to budget your electric billings. Details are available from the district office serving you.

### INFORMATION

If you have any questions about your bill, please call or stop by your nearest BHP office. Your local telephone directory will give the office address and telephone number. You will also find the telephone number of the office servicing your account on your electric bill. Every effort will be made to answer all of your questions.

### ESTIMATED BILLS

You may receive an estimated bill when a BHP employee cannot reach your meter, when an emergency situation exists, or when it is impractical to read the meter.

Bills, if estimated, are indicated as such. Estimated bills are based on your previous use of electricity. Only in unusual cases, such as the inability to get to your meter, bill neither, or when approvals received from you will you receive more than three consecutive estimated bills.

### CREDIT AND DEPOSIT POLICIES

Credit standing of an applicant for service will be determined by the applicant's prior residential energy usage and bill paying habits if the applicant has had prior electric service. If the customer requests satisfactory credit may be established through these means:

1. Authorized automatic payment of their electric bill each month under the provisions of the PAID BY BANK program. If the customer withdraws his or her authorization prior to demonstrating satisfactory credit another method of establishing credit may be required.
2. Make a deposit not to exceed one-sixth (1/6) of the estimated annual bill. You are unable to pay the entire deposit. It may be paid in installments not to exceed four (4) months. Deposits will earn simple

annual interest from the date of the deposit to the date of refund or disconnection. After twelve (12) consecutive months of service with no disconnection for nonpayment and no more than two (2) delinquent notices being issued, the deposit plus interest will be automatically refunded.

1. Provide a guarantor (Guarantor to be approved by the Company).

2. Go on an early payment plan where bills will be paid within five (5) days from the date of bill and the customer agrees to stay on the plan for twelve (12) consecutive months until satisfactory credit is established.

A customer who has had service disconnected for nonpayment of a bill shall pay the entire amount due or make other arrangements with the Company prior to the reestablishment of service and will be asked to make a deposit or be placed on the early payment plan prior to reestablishment of service.

BHP's credit and deposit policy is administered without discrimination in regard to race, color, religion, sex, ancestry, marital status, age, or national origin.\*

### REFUSAL AND DISCONNECTION POLICIES

We do not like to disconnect or refuse service to a customer, but sometimes it must be done. You will be notified before such action is taken if the reason is:

1. Nonpayment of your electric bill.
2. Failure to pay a required deposit or meet the credit requirements.
3. Violation of the Company's rules on file with the South Dakota Public Utilities Commission. These rules are available for your inspection at any of our offices.
4. Breaking terms of the contract for service with us or failure to furnish those things necessary to obtain electric service.
5. Failure to allow our employees access to Company equipment located on your premises for meter reading, inspection, maintenance, or replacement of equipment.
6. Unauthorized use of BHP's equipment or tampering with the Company's service equipment.

The following is a list of conditions, all of which must occur before you will be disconnected for nonpayment of a bill:

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
ORIGINAL SHEET NO. 23  
REPLACES ORIGINAL SHEET NO. 19District \_\_\_\_\_  
W. O. # \_\_\_\_\_BLACK HILLS POWER AND LIGHT COMPANY  
Application and Agreement for Electric Service Extension  
State of South DakotaContract Number \_\_\_\_\_  
Effective Date \_\_\_\_\_

The "Company" Black Hills Power and Light Company and the

"Applicant" \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agree as follows:

- (1) The Company will install and furnish electric service for the Customer at \_\_\_\_\_  
in \_\_\_\_\_ County in accordance with rates and extension rules on  
file with the South Dakota Public Utilities Commission.
- (2) The Applicant agrees to accept service under the following rate schedule \_\_\_\_\_  
or if estimated the most economical and applicable  
remaining rate schedule for a period of not less than forty-eight (48) months from the date  
of initial service. The Annual Revenue from service to the Applicant as determined under  
Section 800 Line Extensions for the Company's Tariffs is \$ \_\_\_\_\_ resulting  
in a Line Extension Allowance of \$ \_\_\_\_\_ of Company financed facilities  
(see estimate attached).

If it is determined at any time subsequent to the execution of this Application that the  
Applicant has changed the nature of his/her electrical service, the Line Extension Allowance  
shall be reduced accordingly, which may result in a charge to the Applicant, if the  
construction costs exceed the correct Line Extension Allowance.

- (3) If applicable, the Applicant agrees to pay to the Company prior to construction of facilities:
- A refundable Advance Deposit subject to the rules filed by  
the Company for the cost of extending electric facilities  
beyond the Line Extension Allowance determined at (2) above: \$ \_\_\_\_\_
  - The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to  
Company of right-of-way for Company's lines necessary and incidental to the furnishing  
of service to customer and for continuing, upgrading or extending said lines over and across  
the property owned or controlled by Applicant.
  - The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also  
grants to the Company for maintenance purposes, the right, as the Company may see fit, to cut,  
trim, or remove from said right-of-way any brush, trees, stumps, or roots.

BHEL FORM #132  
July 1990

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO.	6
ORIGINAL SHEET NO.	24
REPLACES ORIGINAL SHEET NO.	20

- (6) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduits when required, backfill, or any other restoration work required.
- (7) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
- The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded advance deposit shall not bear interest.
  - The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if the actual revenue from the Applicant's account(s) served during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded advance deposit shall bear simple interest at the rate of seven (7) percent annually.

Refunds will be made only to the Applicant if still receiving service at the same location. Eligibility for refunds under a) above is limited to four (4) years from the effective date of this agreement. In no case shall the total refund to the Applicant exceed the amount of the Advance Deposit. Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and become the property of the Company.

- (8) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

Applicant: \_\_\_\_\_ Black Hills Power and Light Company  
Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Copies: Applicant  
Property  
G O Contract File  
District Office

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
ORIGINAL SHEET NO. 25  
REPLACES ORIGINAL SHEET NO. 21

		District _____
		W.D. # _____
<b>BLACK HILLS POWER AND LIGHT COMPANY</b> Optional Seasonal Use Application and Agreement for Electric Service Extension State of South Dakota		
		Contract Number _____
		Effective Date _____
The "Company" Black Hills Power and Light Company and the "Applicant" _____		
Address _____	City _____	Zip _____
Agree as follows:		
(1) The Company will install and furnish electric service for the Customer at _____ in accordance with rates and extension rules on file with the South Dakota Public Utilities Commission.		
(2) Applicant has elected this option in place of the seasonal line extension allowance of \$1,000 or a demonstration to the Company's satisfaction that the Applicant's residence to be served is a Permanent Year-Round Dwelling. A Permanent Year-Round Dwelling being a residence which includes a well or water hook-up, sewer or septic system, automatic heating system and is otherwise likely to be inhabited year-round.		
(3) The Applicant agrees to accept service under the following rate schedule _____ or if eliminated the most economical and applicable remaining rate schedule for a period of not less than ninety-six (96) months from the date of initial service. That Annual Revenue from service to the Applicant as determined under Section 800 Line Extensions of the Company's Tariffs is \$ _____ resulting in a Line Extension Allowance of \$ _____ of Company financed facilities (Cost estimate attached). The Applicant further agrees to pay a minimum of the Annual Revenue amount each year, regardless of electrical consumption, for a period of eight years from the date of this agreement.		
If it is determined at any time subsequent to the execution of this Application that the Applicant has changed the nature of his/her electrical service, the Line Extension Allowance shall be reduced accordingly, which may result in a charge to the Applicant, if the construction costs exceed the correct Line Extension Allowance.		
(4) If applicable, the Applicant agrees to pay to the Company prior to construction of facilities:		
(a) A refundable Advance Deposit subject to the rules filed by the Company for the cost of extending electric facilities beyond the Line Extension Allowance determined at (3) above. \$ _____		
(5) The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of service to customer and for continuing, upgrading or extending said lines over and across the property owned or controlled by Applicant.		
(6) The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also grants to the Company for maintenance purposes, the right, as the Company may see fit, to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots.		
(7) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.		

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
ORIGINAL SHEET NO. 26  
REPLACES ORIGINAL SHEET NO. 22

- (8) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
- (a) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded advance deposit shall not bear interest.
- (b) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if the actual revenue from the Applicant's account(s) earned during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded advance deposit shall bear simple interest at the rate of seven (7) percent annually.
- Refunds will be made only to the Applicant if still receiving service at the same location. Eligibility for refunds under (a) above is limited to four (4) years from the effective date of this agreement. Eligibility for refunds under (b) above is determined four (4) years from the effective date of this agreement. In no case shall the total refund to the Applicant exceed the amount of the Advance Deposit. Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and become the property of the Company.
- (9) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

Applicant

Black Hills Power and Light Company  
Accepted by:

Date \_\_\_\_\_

Date \_\_\_\_\_

Copies: Applicant  
Property  
S.C. Contract File  
District Office

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales



## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 1  
THIRTEENTH REVISED SHEET NO. 1  
REPLACES TWELFTH REVISED SHEET NO. 1TABLE OF CONTENTS

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## SECTION 1 TABLE OF CONTENTS

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Fourteenth Revised Sheet 2	Table of Contents
Third Revised Sheet 3	Table of Contents
Third Revised Sheet 4	Table of Contents

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## SECTION 3 RATE SCHEDULES

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Ninth Revised Sheet 15	Industrial Contract Service
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Ninth Revised Sheet 19	Irrigation Pumping
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Ninth Revised Sheet 26	Traffic Signals
Ninth Revised Sheet 27	Traffic Signals
Eighth Revised Sheet 28	Customer Service Charge
First Revised Sheet 29	Meter Test Deposits
First Revised Sheet 30	State University Service

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 1  
THIRD REVISED SHEET NO. 4  
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SAMPLE FORMS

Page 4 of 4

## SECTION 6

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Fourth Revised Sheet No. 2	Electric Bill Form - Type #1
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First Revised Sheet No. 8	Electric Power Service Contract (Type #1 continued)
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First Revised Sheet No. 22	Customer Information Booklet
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Original Sheet No. 24	Application for Electric Service Extension (continued)
Original Sheet No. 25	Optional Seasonal Use-Application for Electric Service Extension
Original Sheet No. 26	Optional Seasonal Use-Application for Electric Service Extension (continued)

DATE FILED: October 30, 1996

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

Kyle D. White  
Director, Strategic Marketing and Sales



First Revised Sheet No. 21	Application for Private or Public Area and/or Floodlight Service
First Revised Sheet No. 22	Customer Information Booklet
Original Sheet No. 23	Application for Electric Service Extension
Original Sheet No. 24	Application for Electric Service Extension (continued)
Original Sheet No. 25	Optional Seasonal Use-Application for Electric Service Extension
Original Sheet No. 26	Optional Seasonal Use-Application for Electric Service Extension (continued)

SECTION 1

Thirteenth Revised Sheet No. 1	Table of Contents - Page 1 of 4
Third Revised Sheet No. 4	Table of Contents (continue) - Page 4 of 4

At a regularly noticed and scheduled meeting on May 13, 1997, the Commission considered approval of the application. Commission Staff recommended approval.

The Commission found that it has jurisdiction over this matter pursuant to SDCL Chapter 49-34A. Further, the Commission found that revisions are just and reasonable and shall be approved. However, Commissioner Schoenfelder requested that BHPLC voluntarily place the Commission's toll number on their customers' bills. Commissioner Nelson dissented on the basis that the Commission's toll free number should be placed on the bills. As the Commission's final decision in this matter, it is therefore

ORDERED, that Black Hills Power and Light Company's revised tariffs as described above are approved and shall be effective for service rendered on and after the date of this Order.

Dated at Pierre, South Dakota, this 31<sup>st</sup> day of May, 1997.

<b>CERTIFICATE OF SERVICE</b>	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>Alberne Kato</u>
Date	<u>5/22/97</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg  
 JAMES A. BURG, Chairman

PAM NELSON, Commissioner  
 Dissenting

Reba Schoenfelder  
 LASKA SCHOENFELDER, Commissioner

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY BLACK ) ERRATA NOTICE  
HILLS POWER AND LIGHT COMPANY FOR )  
TARIFF REVISIONS ) EL96-026

Due to an error in the Order dated May 21, 1997, in the above-captioned matter, the following is provided as a correction of that error. The Order approved the Third revised sheet Number 6, it should have approved the Fourth revised sheet Number 6.

Dated at Pierre, South Dakota, this 10<sup>th</sup> day of October, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By William Bullard, Jr.

Date 10/10/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION  
Commissioners Burg, Nelson and  
Schoenfelder

William Bullard, Jr.  
WILLIAM BULLARD, JR.  
Executive Director