



Otter Tail Corporation d/b/a  
**Otter Tail Power Company**  
Before the  
South Dakota Public Utilities Commission

Application for Authority to  
Increase Electric Rates in South Dakota  
Docket No. EL08 - \_\_\_\_\_  
October 31, 2008

**Volume 3**  
**Tariffs**

**Otter Tail Power Company**  
**South Dakota General Rate Case Documents**

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8.01	Glossary
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## GENERAL SERVICE RULES

### Section 1.01 SCOPE OF GENERAL RULES AND REGULATIONS

These General Rules and Regulations govern electric service provided to any Customer under any of the various Company rate schedules. Where there are differences between these General Rules and Regulations and the Rules of the South Dakota Public Utilities Commission or South Dakota Codified Laws (as the same may be amended from time to time), the South Dakota Codified Laws will control, followed by the Rules, and then by these General Rules and Regulations. Exceptions, if any, to the application of these General Rules and Regulations to a particular rate schedule are noted on that schedule. Unless otherwise specifically noted, capitalized words and phrases in these General Rules and Regulations and in the other provisions of Company Tariffs and Riders shall have those meanings given in Section 8, the Glossary.



## Section 1.02 APPLICATION FOR SERVICE

Anyone desiring electric service from the Company must make application to the Company before commencing the use of Company service. The Company reserves the right to require an Electric Service Agreement before the service will be furnished. Receipt of electric service shall constitute the receiver a Customer of the Company subject to its rates, rules and regulations, whether service is based upon the Tariff, an Electric Service Agreement, or otherwise. All applications and contracts for service are made in the legal name of the party desiring service. The Customer will be responsible for payment of all services furnished. A Customer shall give the Company not less than two business days prior notice to connect service.

The Customer may take service pursuant to any Commission-approved rate(s) for which the Customer qualifies. The Customer making application for service is required to be of legal age (18). The Customer is required to take service under the selected rate(s) for a minimum of one year, unless the Customer desires to change its service to any rate offering that is newly approved within the one-year period and for which the Customer qualifies. If the Customer changes its service to a different rate, the Customer may not be permitted to change back to the originally applicable rate for a period of one year. The Customer shall provide the Company at least 45 days prior notice in the event of any requested change.



### Section 1.03 DEPOSITS, GUARANTEES AND CREDIT POLICY

The Company may require a deposit to ensure payment of bills when due if the Customer has not established satisfactory credit as defined by the South Dakota administrative Rules 20:10:19:04. A deposit may be required, on not less than fifteen (15) days prior notice to the Customer, if the Customer has unsatisfactory credit or unknown credit. In determining credit standing, the Company shall only use credit reports reflecting the purchase of utility services unless the Customer is unable to establish satisfactory credit with that information, and consents in writing to the use of additional credit reports. Any credit history used is mailed to the Customer. The Customer's refusal to permit use of credit rating or credit services other than that of a utility will not affect the determination of the Company as to the Customer's credit history. A deposit is not to exceed the estimated charge for furnishing service to the Customer of one-sixth of an annual bill. If a Customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover one-sixth of the estimated annual bill, a new or additional deposit may be required upon reasonable written notice by the Company.

Pursuant to South Dakota Administrative Rules 20:10:19:08, the Company will pay interest on deposits, each year, at the rate of seven percent. Accrued interest will either be paid to the Customer on an annual basis, or credited to the Customer by a deduction made on the Customer's' December electric service bill, or paid when a deposit is refunded on either termination of service or following 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices.

Deposits held by the Company, when the Customer ends service or service is terminated, plus any accrued interest, will be refunded by the Company to the Customer, less the amount of any outstanding bills on the account.

Whenever service has been disconnected for nonpayment of a bill, before reconnection is made the Customer shall (a) pay the reconnection fee stated in Section 1.04 of these General Rules and Regulations; (b) make a deposit as required above; and (c) make a satisfactory settlement with the Company for the delinquent bill and for service rendered between the last meter reading date and the date service was disconnected.

The Company may, in lieu of a cash deposit, accept an agreement signed by a guarantor, satisfactory to the Company, whereby payment of a specified amount not exceeding the deposit requirement is guaranteed. The term of the guarantee agreement shall be for no longer than twelve (12) months, and shall automatically terminate after the Customer has closed and paid the Customer's account with the Company, or when the Customer establishes satisfactory credit that would result in the return of a deposit, or at the guarantor's request upon 60 days written notice to the Company. However, no guarantee agreement shall be terminated without the



(Continued)

Customer first having made satisfactory settlement with the Company for any past-due balance for which the Customer owes the Company at that time. On termination of a guarantee agreement, a new guarantee agreement or deposit may be required by the Company, upon reasonable notice to the Customer and if the Customer has not established satisfactory credit.

To establish or re-establish satisfactory credit, the Company may, in lieu of accepting a cash deposit or a guarantee agreement, place a Customer on an early payment list as defined by South Dakota Administrative Rules 20:10:19:05. Customers placed on an early payment list are required to pay a bill within five (5) business days of the due date on the bill. A Customer on the early payments list will be subject to disconnection if the bill is not paid within five (5) business days.

The Company may permit a nonresidential Customer to establish or re-establish satisfactory credit by providing a letter of credit or posting a surety bond for an amount not to exceed the total of the Customer's indebtedness for utility service, or by negotiating some other option reasonably satisfactory to the Company.

A Residential Customer with unknown credit has the right to choose the manner of establishing satisfactory credit from among the options available to Residential Customers under this Section.

A nonresidential Customer with unknown credit has the right to choose the manner of establishing satisfactory credit from among the options available to nonresidential Customers under this Section.





**Section 1.04 CUSTOMER CONNECTION CHARGE**

**CONNECTION CHARGE ON APPLICATION OR FOLLOWING CUSTOMER’S TEMPORARY DISCONNECTION:** Customers applying for service will pay a connection charge of \$15.00. This connection charge shall apply to any new Customer, and for reconnection following temporary disconnection at the Customer’s request. The connection charge applies to the account and not each meter; it will not apply where a second Meter is added at the same location for a different type of service for an existing Customer.

**CONNECTION CHARGE AFTER DISCONNECT FOR NONPAYMENT:** Prior to reconnection following disconnection for nonpayment, a connection charge of \$15.00 is due and payable. However, the Company may limit the times outside its normal hours of operation during which it will perform a reconnection of service.

**SERVICE RELOCK CHARGE:** The Company will charge \$100.00 for reconnecting service where the Company has disconnected service and subsequently returned to relock the service after it was reconnected without Company authorization. This charge will be in addition to any charges that may be due because of the unauthorized reconnection, pursuant to Section 3.01 of these General Rules and Regulations.

**TEMPORARY METER SOCKET DETACHMENT AND REATTACHMENT CHARGE:** Customers can have these services performed by an Otter Tail Power Company representative at the employee’s discretion in a reasonable time frame. The Customer will have a one-time \$50.00 fee added to their monthly billing and recognized as a “Service call, Meter socket.” This charge includes the removal and reattachment of customer-owned meter sockets, masts or conduits on customer-owned property.

**ADDITIONAL CHARGES FOR CONNECTION:** In addition to the applicable charges listed above, accounts connected or reconnected outside of normal business hours will be charged overtime charges for the amount of time required, or a minimum of two hours, whichever is greater. If connection or reconnection is a continuation from 5 p.m., overtime charges will be calculated based on the amount of time it takes the employee to connect or reconnect. If several accounts are either connected or reconnected, or both during the same call back period, any overtime charges shall be divided among the several accounts.



Fergus Falls, Minnesota

*Original*

## **Section 1.05 CONTRACTS AND AGREEMENTS**

The following contracts and agreements are listed in Section 1.05:

- Electric Service Agreement
- Irrigation Electric Service Agreement
- Outdoor Lighting and Municipal Services Agreement
- Summary Billing Service Contract
- Guarantee in Lieu of Deposit
- Controlled Service Agreement Waiver

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
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Bernadeen Brutlag  
Manager, Regulatory Services

EFFECTIVE with bills  
rendered on and after  
November 30, 2008,  
in South Dakota



Fergus Falls, Minnesota

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(Continued)

ELECTRIC SERVICE AGREEMENT

- Overhead
- Underground

Work Order No. \_\_\_\_\_  
 Electric Rate Schedule No. \_\_\_\_\_  
 Rate Code No. \_\_\_\_\_

THIS AGREEMENT is made by and between \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_ (the "Customer") and Otter Tail Corporation, a  
 Minnesota corporation d/b/a OTTER TAIL POWER COMPANY ("Otter Tail").

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from Otter Tail electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by Otter Tail and filed in its tariff with the South Dakota Public Utilities Commission. These Terms shall include but not be limited to the Customer's payment for electrical energy in accordance with Otter Tail's rate schedule as filed with and approved by the South Dakota Public Utilities Commission, or such superseding rate(s) as may be filed in the future.
2. The Customer represents that it has provided accurate information to Otter Tail and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. The Customer shall receive service at \_\_\_\_\_, County of \_\_\_\_\_, State of **SD**.
3. Otter Tail shall supply to the Customer \_\_\_ phase electric service, at \_\_\_ nominal volts, having a specific demand classification of \_\_\_ or an estimated demand of \_\_\_\_\_, and having an estimated load factor of \_\_\_% (if any of the aforementioned is not applicable, so indicate). If applicable, Otter Tail shall charge for and the Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the Rules and Regulations. The total cost of Special Facilities identified is \$\_\_\_\_\_.
4. The following service Riders apply to the Customer's service at this location: \_\_\_\_\_  
 \_\_\_\_\_.
5. The Customer agrees that Otter Tail shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except Otter Tail's own gross negligence or willful misconduct. Otter Tail will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. Otter Tail shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of \_\_\_ ( ) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination.
7. If applicable, in order to provide an adequate and proper net return on the additional investment to be made by Otter Tail in providing service to the Customer, it is agreed that the Customer will make minimum payments of \$\_\_\_\_\_ per month for electric service received by the Customer at the service location, for a minimum period of thirty six (36) months. If the Customer elects to discontinue service prior to the end of the thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is Otter Tail's total investment of \$\_\_\_\_\_. The Customer agrees to make an advance payment in the amount of \$\_\_\_\_\_ prior to installation of service. This advance payment shall be retained by Otter Tail and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that the Customer has made the

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 Manager, Regulatory Services

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Fergus Falls, Minnesota

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(Continued)

Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, Otter Tail shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and the Customer shall be required to pay to Otter Tail the unpaid balance of the Minimum Total Payment.

- 8. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Customer

OTTER TAIL CORPORATION d/b/a  
OTTER TAIL POWER COMPANY

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



Fergus Falls, Minnesota

Original

(Continued)

IRRIGATION ELECTRIC SERVICE AGREEMENT

- Overhead
Underground

Work Order No.
Electric Rate Schedule No.
Rate Code No.

THIS AGREEMENT is made by and between of (the "Customer") and Otter Tail Corporation, a Minnesota corporation d/b/a OTTER TAIL POWER COMPANY ("Otter Tail").

In consideration of the mutual promises contained below, the parties agree as follows:

- 1. The Customer agrees to purchase and receive from Otter Tail electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by Otter Tail and filed in its tariff with the South Dakota Public Utilities Commission.
2. The Customer represents that it has provided accurate information to Otter Tail and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above.
3. Otter Tail shall supply to Customer phase electric service, at such voltage as determined by the economically available source of supply.
4. The following service Riders apply to Customer's service at this location:
5. The Customer agrees that Otter Tail shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of five (5) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination.
7. If applicable, the Customer has elected to build or purchase the extension of lines not needed to serve other customers of Otter Tail, and the point of line extension at which Customer-owned line extension meets with Otter Tail-owned line is at: Customer shall be responsible to ensure that the line extension on the Customer's side of the meet point meets applicable electric codes and standards.

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(Continued)

8. As required under its Electric Rate Schedule for this service, the Customer shall pay to Otter Tail a fixed charge to compensate Otter Tail for its investment in the extension of lines (which shall exclude any line extensions provided by the Customer as described in Paragraph 7), including the rebuilding or cost of capacity increase in lines or apparatus, necessitated because of Otter Tail's irrigation pumping load (the "Investment"). The Customer elects to pay this charge as follows:

- Annual fixed charge for the term of this Agreement equal to 18% of the Investment of Otter Tail, which annual amount for the Customer is \$\_\_\_\_\_.
- Prepayment of the installation and costs of the equipment in the amount of \$\_\_\_\_\_ and payment for the term of this Agreement of an annual fixed charge equal to 3.5% of the Investment of Otter Tail, which annual amount for the Customer is \$\_\_\_\_\_.

If applicable, Otter Tail shall charge for and the Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the General Rules and Regulations. The total cost of Special Facilities identified is \$\_\_\_\_\_.

9. In order to provide an adequate and proper net return on the additional investment to be made by Otter Tail in providing service to the Customer, it is agreed that the Customer will make minimum payments of \$\_\_\_\_\_ per month for electric service received by the Customer at the service location, for a minimum period of sixty (60) months. If the Customer elects to discontinue service prior to the end of the sixty (60) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is Otter Tail's total investment of \$\_\_\_\_\_. The Customer agrees to make an advance payment in the amount of \$\_\_\_\_\_ prior to installation of service. This advance payment shall be retained by Otter Tail and will be returned with interest to the Customer upon completion of the minimum sixty (60) month period, provided that the Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, Otter Tail shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to Otter Tail the unpaid balance of the Minimum Total Payment.
10. Otter Tail shall have the right to transmit electric energy over any and all extensions of lines used to supply the Customer's service, to other customers who shall apply for service, either by connecting with existing extensions of lines or by erecting and installing new extensions of lines, provided that such service to other customers shall not interfere with the service furnished to the Customer.
11. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Customer

OTTER TAIL CORPORATION d/b/a  
OTTER TAIL POWER COMPANY

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



Fergus Falls, Minnesota

Original

(Continued)

**OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT**

THIS AGREEMENT is made by and between Otter Tail Corporation, a Minnesota corporation d/b/a Otter Tail Power Company (“Otter Tail”), and \_\_\_\_\_ (the “Customer”).

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from Otter Tail the electric services identified in this Agreement, in accordance with the terms of this Agreement and all terms and conditions and rules and regulations (the “Terms”) established by Otter Tail and filed in its tariff with the South Dakota Public Utilities Commission, as the same may be amended from time to time.
2. Otter Tail shall provide and the Customer shall pay for the services specified in this Agreement for a term of \_\_\_\_ years (but in no event less than a minimum term of (1) one year) with an effective date of the term to begin \_\_\_\_\_, and terminating \_\_\_\_\_, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof.

If Customer does not receive any one or more of the services described below, indicate by inserting “N/A” as appropriate.

**OUTDOOR LIGHTING**

Work Order No. \_\_\_\_\_  
Electric Rate Sched. No. \_\_\_\_\_  
Rate Code No. \_\_\_\_\_

3. The Customer elects to receive, and Otter Tail shall provide, the following outdoor lighting service at the following location(s) \_\_\_\_\_:

\_\_\_\_\_ Outdoor Lighting - Company-Provided Equipment:

Number of Units	Unit Type	Wattage Rating	Monthly Charge

\_\_\_\_\_ Outdoor Lighting - Energy Only - Non-Metered

Number of Units	Unit Type	Connected kW per Unit	Monthly Charge

\_\_\_\_\_ Outdoor Lighting - Energy Only - Metered

4. If the Customer elects to receive service as Outdoor Lighting - Company-Provided Equipment or Outdoor Lighting - Energy Only - Non-Metered, the number of units or type of unit shall not be changed from that shown in Paragraph 3 above, except by mutual consent of the parties.

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Manager, Regulatory Services

EFFECTIVE with bills rendered on and after November 30, 2008, in South Dakota



ELECTRIC RATE SCHEDULE  
Contracts and Agreements

Fergus Falls, Minnesota

Original

(Continued)

- 5. The Customer represents that it has provided accurate information to Otter Tail and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 6. The following service Riders apply to the Customer's service: \_\_\_\_\_. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_  
Electric Rate Sched. No. \_\_\_\_  
Rate Code No. \_\_\_\_

- 7. Otter Tail agrees to furnish, and the Customer agrees to pay for, electric service to operate the pumps for the Customer's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with this Agreement and in the Terms.
- 8. The Customer represents that it has provided accurate information to Otter Tail and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 9. The following service Riders apply to the Customer's service: \_\_\_\_\_. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**FIRE SIRENS (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_  
Electric Rate Sched. No. \_\_\_\_  
Rate Code No. \_\_\_\_

- 10. Otter Tail agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer's fire/warning sirens listed below.
- 11. The Customer represents that it has provided accurate information to Otter Tail and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 12. The following service Riders apply to the Customer's service: \_\_\_\_\_. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			

**GENERAL PROVISIONS**

- 13. The Customer agrees that Otter Tail shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except Otter Tail's own gross negligence or willful misconduct. Otter Tail will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. Otter Tail shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: October 31, 2008  
Approved: \_\_\_\_\_  
Docket No. EL08-\_\_\_\_\_

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- 14. If applicable, Otter Tail shall charge for and the Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the General Rules and Regulations. The total cost of Special Facilities identified is \$\_\_\_\_\_.
- 15. All previous agreements, if any, between the parties covering the subject matter hereof are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this Agreement, except as specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date stated in Paragraph 2 above.

OTTER TAIL CORPORATION,  
d/b/a OTTER TAIL POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER

By \_\_\_\_\_

Title \_\_\_\_\_

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**SUMMARY BILLING SERVICE CONTRACT**

**Primary Customer Information [Send master account billing to:]**

Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Customer Authorization**

Customer authorizes Otter Tail Corporation d/b/a Otter Tail Power Company (“Company”) to provide Summary Billing Service according to the Company’s General Rules and Regulations (on file with the Public Service or Utilities Commission of the state where Customer’s service is provided), as the same may be changed from time to time, for the accounts listed by Customer in Attachment 1, Summary Billing Service Worksheet. Company shall not be liable for any customer costs that may result from any refusal, delays or failure to provide for summary billing service when requested, for summary bill account charges or for reverting accounts to standard billing and mailing pursuant to Company’s approved tariffs.

**Changes by Customer**

Request to change the above customer information or add or delete an account included in a summary bill described on the Summary Billing Service Worksheet must be made 45 days before the desired effective date. Future changes clearly showing the preferred effective date may be attached to this signed contract. Customer agrees to either send in the most recent copy of all bills selected for summary billing OR complete the Summary Billing Service Worksheet.

**Changes by Otter Tail Power Company**

The Company reserves the right to make changes from time to time in the administration of Summary Billing Services. The service is subject to Company’s General Rules and Regulations as they now exist or may hereafter be changed. Company will notify participating customers of any changes to the service provided.

**Cancellation**

This contract may be cancelled by either the Customer or the Company with a 45-day written notification. Cancellation will cause the Company to discontinue the Customer’s summary bill, reverting the individual accounts to separate monthly billing with the bills mailed to their individual mailing addresses unless otherwise specified by the Customer in writing at the time of cancellation.

**Approval Signatures**

	Otter Tail Corporation d/b/a Otter Tail Power Company
_____	By: _____
Customer Representative	
_____	_____
Title	Title
_____	_____
Date	Date

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ELECTRIC RATE SCHEDULE  
Contracts and Agreements

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**Guarantee in lieu of deposit**

\_\_\_\_\_  
(Customer's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Account Number)

\_\_\_\_\_  
Guaranteed Amount \$ \_\_\_\_\_

I, \_\_\_\_\_ ("Guarantor"), guarantee to Otter Tail Corporation d/b/a Otter Tail Power Company ("Company") payment of the electric service bills of \_\_\_\_\_ ("Customer"), in an amount not to exceed one-sixth of an estimated annual bills for service.

Conditions under which this agreement may be terminated are listed as follows:

1. The Customer discontinues receiving electric service from the Company and has paid the Customer's account with the Company.
2. The Customer changes service location covered by the guarantee agreement.
3. The Customer makes prompt payment to the Company of all electric service bills for 12 consecutive months.
4. I give the Company 60 days prior written notice for the termination of this agreement.
5. The Customer makes payment of the security deposit required by the Company.

However, this agreement may not be terminated until satisfactory settlement is made of any balance owed by the Customer to the Company.

\_\_\_\_\_  
(Name of Guarantor)

\_\_\_\_\_  
(Signature of Guarantor)

\_\_\_\_\_  
(Phone Number of Guarantor)

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

\_\_\_\_\_  
(Address of Guarantor)

\_\_\_\_\_  
(Signature of Customer)

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

\_\_\_\_\_

Otter Tail Corporation d/b/a Otter Tail Power Company

\_\_\_\_\_

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

Title: \_\_\_\_\_



Fergus Falls, Minnesota

Original

(Continued)

### Controlled Service Agreement



Customer name \_\_\_\_\_

Address \_\_\_\_\_

Account number \_\_\_\_ - \_\_\_\_\_

The undersigned Customer agrees to purchase Controlled Service from Otter Tail Power Company. Controlled Service is subject to terms and conditions as provided in the applicable Otter Tail Power Company's tariff.

Otter Tail Power Company's "Controlled Service" Rate is designed to provide lower cost electricity to customers who have electrical loads that can be shut off during "peak" demand periods.

When the electric loads are space heating systems, there is a danger that damage to the building may result if an alternate fuel heating system is not available or operational to come on when the electric heat is shut off during the control period. This danger is obviously most prevalent if the alternate fuel is a type that must be hand fired, such as a wood burner or in some rare cases where no alternate system is available.

While Otter Tail Power Company does not specify what type of alternate fuel must be used, Customers who choose to have a hand fired system or no backup need to be aware of the possible consequences when it does become necessary for the electric heat to be switched off when nobody is around to hand fire the alternate system or to monitor the temperature in the premise.

In order for Otter Tail Power Company to offer the reduced rate, it must be able to turn off all electric heat. Controlled Service requires that no electric heating be used in the building when Otter Tail Power Company is controlling these electrical loads.

If the electric heat is shut off and no other heat source comes on to provide heat, the water in the plumbing could freeze and burst the pipes. Other damage could result from freezing temperatures in the structure.

In order to acknowledge that the Customer has been advised of, understands and agrees to the risks associated with receiving Controlled Service, the Customer has signed and delivered to Otter Tail Power Company the following statement:

-----  
To: Otter Tail Power Company

\_\_\_\_\_  
Customer Service Center

1. I have read this Controlled Service Agreement and the related tariff provisions and understand the potential for damage my property and I am exposed to by using a hand fired heating fuel, (type of fuel) \_\_\_\_\_, as my backup heating system. It is my choice, however, and I will NOT hold Otter Tail Power Company liable or responsible for any damages that might occur due to a "shut off" of my primary electric heating system.
2. I also agree that, in order to qualify for the Controlled Service rate, I will not use electricity as a secondary "backup" fuel when the regular electric heating system is controlled.

Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Otter Tail Power Company



## RATE APPLICATION

### SECTION 2.01 ASSISTING CUSTOMERS IN RATE SELECTION

While the Company will endeavor to assist the Customer in the choice of the most advantageous rate schedule, either for initial service or subsequent thereto, the Company does not guarantee that the Customer will at all times be served under the most favorable rate; nor will the Company make refunds representing the difference in changes between the rate for which service was actually billed and another rate which is or may subsequently become available.

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**Section 2.02 SERVICE CLASSIFICATION**

Rates designated "General Service" are available to any nonresidential Customer.

A Residential Service rate may be applied only to an individual residence, private apartment, mobile home, fraternity house or sorority house; including garages and other auxiliary buildings on the premises and used by the Residential Customer for noncommercial use. A residence containing not more than one light housekeeping unit in addition to the principal Residential unit may be classified as a single unit.

Pursuant to South Dakota Administrative Rules Chapter 20:10:26, master metering will not be permitted on any multi occupancy building, mobile home park or trailer court where construction began after June 13, 1980.

The prohibition against master metering shall not apply to hospitals; nursing homes; transient hotels and motels; dormitories; campgrounds; other residential facilities of a purely transient nature; residential duplexes where the owner occupies one of the two units; multiple occupancy buildings with central heating or cooling systems, central ventilating systems or central hot water systems provided the Customer has notified the Commission of the claimed exception and the Commission has not required the Customer to obtain a variance to its rules); mobile home courts or trailer parks or any multiple occupancy building where construction began before June 13, 1980; or any multiple occupancy building constructed, owned or operated with funds appropriated through the Department of Housing and Urban Development, or any other federal or state government agency if formal regulation of the funding agency requires master metering.

Existing multiple occupancy buildings with permitted master metering that are being substantially remodeled or renovated for continued use as such, will be permitted to continue to have master metering only if the owner can demonstrate to the satisfaction of the South Dakota Public Utilities Commission that conversion to individual metering would be impractical, uneconomical or infeasible. Each multiple dwelling building with permitted master metering that is served on the Residential Service Rate will be charged the applicable Monthly Minimum Customer Charge (as stated in the Residential Service rate schedule), plus usage charges calculated at the applicable block rate for usage, per dwelling unit, regardless of whether all the dwelling units are occupied or not.

On application by the Customer for master metering of service, the Company shall determine whether master metering is permissible. An owner or builder of a new or substantially remodeled building may, however, petition the Commission for a variance from its rules to permit master metering of electric service, if application for master metering is denied by the Company. The Commission may grant the variance if the owner or builder demonstrates to the



(Continued)

satisfaction of the Commission that converting to or using individual meters is impractical or infeasible.

Where the owner, proprietor, operator, or his or her designee of a Commercial enterprise occupies living quarters in the same building as the Commercial enterprise, he or she may, at his or her option, have the electricity used in the living quarters separately metered and billed at the applicable Residential rate, or the electricity may be included in the central metering to the Commercial enterprise, in which case billing shall be at the applicable nonresidential rate.

The Farm Service Rate shall apply to any Customer carrying on normal farming operations regardless whether the Farm is situated inside or outside the corporate limits of any city or village.

Two or more families living either in the same farmhouse or in separate buildings but all involved in the normal operation of a single Farm may take service through the Farm Meter and billed at the regular Farm rate, subject to the limitations contained in the Farm rate.

A residence located adjacent to or on a Farm, but not being a part of the Farm operation is considered simply as a residence in a rural area and shall be metered separately and billed at the applicable Residential rate. If such residence is occupied by a family member involved with the operation of the Farm, the dwelling may be classified as either Residential or Farm. Farm classification will allow some or all of the outbuildings to be metered with the residence. If classified as Residential, only those outbuildings associated with Residential usage, such as a garage or storage building, may be metered with the residence.



## CURTAILMENT OR INTERRUPTION OF SERVICE

### Section 3.01 DISCONNECTION OF SERVICE

The Company may disconnect service if the Customer is delinquent in payment for service, and fails to pay for service or enter into a satisfactory installment agreement with the Company for payment within fourteen (14) days of the Company giving the Customer written notice of the Company’s intention to discontinue service on account of payment delinquency. Pursuant to South Dakota Administrative Rules 20:10:20:10, Residential Customers shall receive an additional 30 days notice of proposed disconnection during the period of November 1 through March 31.

The Company may discontinue service if the Customer fails to comply with the Company’s regulations pertaining to installation and operation of utilization equipment, or for use of equipment which interferes with, or adversely affects, the service of other customers, and fails to change or disconnect such equipment within ten (10) days of the Company giving the Customer written notice of such non-compliance.

The Company may discontinue service without notice if a Meter or other equipment installed by the Company has been tampered with, if there has been a diversion of service, or if the Customer is utilizing service before the electric service has passed through a Meter installed by the Company. The Company shall additionally be entitled to pursue such other remedies against the Customer for Meter tampering as are available under applicable laws and regulations.

In instances involving tampering with, bypass of load control capabilities, or rate compliance violations as determined by the Company, the Company shall have the right to immediately discontinue the Customer’s participation in the program and bill for all expenses involved in the removal of the load management equipment, plus applicable investigative charges.

In case of Meter tampering or energy diversion, the Customer will be subject to discontinuance of service and prosecution under existing applicable laws. Pursuant to South Dakota Codified Law 49-34-19, the Company will be entitled to collect from the Customer three times the amount of the actual damages plus all reasonable expense and costs incurred on account of the bypassing, tampering or unauthorized metering, including but not limited to, costs and expenses for investigation, disconnection, reconnection, service calls, employees and equipment, expert witness fees, costs of trial and reasonable attorney's fees as allowed by the court.





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*(Continued)*

When a Customer who has tenants is including the cost of the Company's service in the rent charged and the Company's bill for service to the Customer becomes delinquent, the Company will before disconnecting service notify the tenants in writing at least ten (10) days prior to the proposed disconnection date. The Company will allow each tenant to apply to become the Customer of the Company in the tenant's own name, to have the service to the rental facility continued or resumed, and to pay the pro-rata share of future bills for service. Such tenant-Customer shall be considered the Customer of the Company for that service.

Any disconnection, suspension, delay or discontinuance of service will not relieve the Customer of the Customer's obligations to the Company.

A Customer shall give the Company not less than two business days prior notice to disconnect service.



### Section 3.02 CURTAILMENT OR INTERRUPTION OF SERVICE

The Company may curtail or interrupt service without notice to any or all of its Customers when in the Company’s judgment such curtailment or interruption will tend to prevent or alleviate an emergency condition that threatens the integrity of its electrical system or whenever requested to do so by any regional Reliability authority. If, in the Company’s judgment exercised without unreasonable preference, curtailment or interruption of service to some but not all of the Company’s Customers is warranted by the circumstances, the Company shall select Customers to be curtailed or interrupted. The Company shall have no liability for any reason whatsoever resulting from any curtailment or interruption made pursuant to this paragraph. Any curtailment or interruption of service to the Customer will not relieve the Customer’s obligations to the Company. Upon request from any Customer, the Company shall make reasonable effort to provide notice to such Customer of a projected curtailment or interruption in service, in the event the Company has advance notice of curtailment or interruption of such Customer’s service. However, the Company shall have no liability to the Customer or to any third party for the Company’s failure to give such notice, or for erroneously or mistakenly giving such notice.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue electric service when necessary to make repairs, replacements, or changes in the Company’s equipment or facilities. If practicable Customers will be notified in advance of any work which will result in an interruption of service.

If a condition appears to be hazardous to the Customer, to other Customers, to the Company’s equipment, or to the public, the Company may disconnect, suspend, delay, and/or discontinue service to any Customer.



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**Section 3.03 RESERVED FOR FUTURE USE**



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**Section 3.04 RESERVED FOR FUTURE USE**



### Section 3.05 CONTINUITY OF SERVICE

The Company will make all reasonable efforts to provide continuous electric service, but will not guarantee an undisturbed supply of electric service and the Company will not be liable for any losses, damages, or expenses (including, but not limited to, injury to persons, including death, or property damages) incurred by persons for any delay, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. When interruptions occur, the Company will reestablish service with the shortest possible delay consistent with the safety of Customers, employees and the general public.



## METERING & BILLING

### Section 4.01 METER AND SERVICE INSTALLATIONS

The Company will furnish, install and maintain one set of metering equipment for each account and rate schedule under which a metered service is supplied.

Unless required by other applicable codes, inspections of the line-side wiring in the Meter socket and current transformer cabinet (CT cabinet) are the responsibility of the Company. The Customer retains inspection authority of Customer-side connections to ensure compliance with National Electric Code requirements. Once inspections are completed and the wiring approved by the Company, the Meter socket and CT cabinets will be secured with Company seals. The Company will not connect electric service to the Customer until all necessary permits from the proper authorities are obtained by the Customer. Service may be denied to any Customer for failure to comply with the applicable requirements of these General Rules and Regulations, or with other service requirements of the Company contained in an agreement with the Customer for the services, or on file with any regulatory body having jurisdiction.

#### **METER INSTALLATION REQUIREMENTS:**

Customer-furnished Meter sockets: Service entrance sizes up to and including 400 amps single-phase and three-phase will be metered by the use of Self-Contained Meters. Meter sockets for Self-Contained metering are furnished, installed, and wired by the Customer or the Customer’s electrical contractor. The Company will install and wire a load management receiver, if applicable, and the Customer or the Customer’s contractor will make the remaining connections in the Meter socket. The Company will make the connections to the Customer’s conductors at the top of the mast for overhead service, and at the Company source for underground service.

Company-furnished Meter sockets: If the service entrance requirements exceed 400 amp single-phase or three-phase, the Company will furnish the pre-wired Meter socket and enclosure, including current transformers, conduit, and other equipment necessary to Meter the service. The Customer’s contractor will install the equipment. These Meters will be mounted next to the Customer-provided CT cabinet on a building, pole, or pedestal. However, in all cases, permission to use and the determination of transformer rated metering location must be approved by the Company.



(Continued)

Customer-furnished CT cabinets: Cabinets used outside any building wall for current transformers (CTs) or required as a junction point between the Company’s service lateral and the Customer’s service entrance conductor are furnished by the Customer or the Customer’s electrical contractor. Unless otherwise provided in the Customer’s service agreement with the Company, the cabinets will serve as the point of common connection between Company-owned facilities and the Customer. Conduit and any additional material required for attachment is furnished by the Customer. The Company will make the service connections at the line side lugs and install the control wires between the CTs and the Meter. The Customer or contractor will install all remaining equipment, including CTs furnished by the Company, and make the connections to the load side lugs.

**METER SOCKET REQUIREMENTS:**

All Meter sockets must be approved and properly labeled by a state-recognized testing lab such as Underwriters Laboratories (UL).

**Profiles and Rating:** The Customer must furnish a Meter socket rated at 200 amps or larger for underground services. In order to allow for proper conductor bending, crossover clearance, and additional slack in the incoming service wires within the socket, the internal dimensions for the socket must be a minimum of 11 inches wide for single-phase service and 13 inches wide for three-phase service. For services where conductors will be installed below ground, conduit of adequate size must be installed on the Meter socket and extend a minimum of 12 inches below grade level. Due to limited space for conductors, round Meter sockets will no longer be permitted on new installations or as replacements on existing installations. The Company reserves the right to require that a round socket be replaced at Customer’s expense before any work is done by the Company.

**CURRENT TRANSFORMER CABINET REQUIREMENTS:**

The Customer or the Customer’s electrical contractor will size and furnish the cabinet to be used as a point of common connection between the Company’s service and the Customer’s service point. The cabinet will be mounted outdoors in a location readily accessible to Company personnel. The Customer will provide any materials required for installation. The Contractor shall contact Company personnel to discuss details prior to ordering a current transformer cabinet.



*(Continued)*

Minimum specifications:

Cabinet must be UL (or other state-recognized testing lab) approved and meet all applicable codes and ratings for its intended use

Cabinet must be complete with landing pads for cable terminations and for mounting of bar-type current transformers

Cabinet must be equipped with a hinged door, and with provisions for locking and sealing with Meter seals

Minimum depth of the cabinet must be 10 inches

The overall dimensions will vary with the required ampacity rating as stipulated in the National Electric Code.





**Section 4.02 METER READINGS**

Readings of all Meters used for determining charges to Customers are made each month. The term “month” for Meter reading and billing purposes is the period between successive Meter reading dates, which is as nearly as practicable to 30-day intervals. When the Company is unable to gain access to a Meter, it shall leave a Meter-reading form for the Customer to complete and provide to the Company. The Company may use Customer-supplied Meter readings to render bills, provided a Company representative reads the Meter at least once each 12 months, and when there is a change in occupancy of the premises. The Company may move the Meter to a self-read status when necessary.

**SELF-READ CUSTOMERS:** Customers designated as self-read Meter accounts shall, upon request of the Company, report the reading of their Meter monthly online, or on forms provided by the Company. At a minimum, the Company will verify Meter readings of self-read Meter accounts at least once within a 12-month period.



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**Section 4.03 ESTIMATED READINGS**

Pursuant to South Dakota Administrative Rules 20:10:17:11, when access to a Meter cannot be gained and the Customer fails to supply a Meter-reading form in time for the billing operation, an estimated bill may be rendered by the Company. When necessary, the Company may render estimated bills without reading Meters or supplying Meter-reading forms to Customers.

Estimated bills are based on the Customer’s normal consumption for a corresponding period during the preceding year, or average consumption during the three preceding months, or any other method authorized by the South Dakota Public Utilities Commission. Only in unusual cases (such as inability to gain access to the Meter, failure of Customer to supply Meter readings, or bad weather) or when approval is obtained from the Customer shall more than three consecutive estimated bills be rendered.

If an estimated bill appears to be abnormal when a subsequent reading is obtained, the bill for the entire period is computed at a rate which contemplates the use of service during the entire period and the estimated bill is deducted. If there is reasonable evidence that the use occurred during only one billing period, the bill shall be so computed.

For Meters located where the Company has no resident service representative, or the resident service representative is unavailable, final readings may be estimated at the time the Customer requests that service be discontinued. Estimates will be made on the basis of previous average usage. All estimated readings are clearly marked as such.



**Section 4.04 METER TESTING AND METER FAILURE**

The Company will maintain and test its metering equipment in accordance with the Rules of the South Dakota Public Utilities Commission. If the Company’s test shows a Meter to have an average error of two percent (2%) or more, either fast or slow, a proper correction shall be made. In accordance with South Dakota Administrative Rule 20:10:17:06 and this section, if the period of the error is unknown, a billing adjustment will be applied to lesser period of (a) one-half the time elapsed since the last testing of the Meter, or (b) six months. If it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, a billing adjustment shall be made from that date. The average error of a Meter shall be defined as one fifth the algebraic sum of (1) one times the error at light load, and (2) four times the error at a heavy load. Only the Customer served by the Meter at the time of testing is eligible for a refund.

The Customer shall be advised of metering equipment failure, and of the basis for the estimated bill.

In accordance with South Dakota Administrative Rule 20:10:17:08 and this Section, if a Meter is found not to register or to register intermittently for any period, the Company may charge for an estimated amount of electricity used. The estimate shall be calculated by averaging the energy usage registered over corresponding periods in previous years. In the absence of such information, similar periods of known accurate measurement preceding or subsequent to the period in question shall be used.

The Customer may request the Company to test the Meter. If the request to test a Meter is made within one year of a previous test, a charge will be added to the Customer’s bill if the metering equipment tests accurate (Meter error is plus or minus less than two percent). The charges will be as follows:

Single-Phase or Residential Customer Meter	\$10.00
Single-Phase Demand or Self-contained Three-phase Meter	\$20.00
All Other Three-phase Meters	\$30.00



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## **Section 4.05 ACCESS TO CUSTOMER PREMISES**

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

The Company shall have the right and be allowed access to remove its electric lines, related equipment, metering equipment, and other appliances and fixtures from the Customer's premises as part of its normal course of business.



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## Section 4.06 ESTABLISHING DEMANDS

Demands are established as provided in the applicable rate schedule. In the absence of a Demand Meter recording installed at the Customer's premises, the Demand may be periodically established by measurement with a portable Meter.



## **Section 4.07 MONTHLY BILLING PERIOD AND PRORATED BILLS**

A period from 25 to 35 days inclusive is considered a normal Billing Period due to the normal variation of scheduled Meter reading dates. The Meter reading date may be advanced or postponed not more than five days without adjustment of the billing for the period. Bills will be prorated on a daily basis for a period of less than one normal Billing Period when service is begun or terminated between the regular Meter reading dates. Proration on a daily basis also applies when the period between Meter readings is more than one normal Billing Period. The proration shall apply to the Customer Charge, Energy Charge, Demand Charge and Facilities Charge components of the rate.



**Section 4.08 ELECTRIC SERVICE STATEMENT - IDENTIFICATION OF AMOUNTS AND METER READING**

Each amount on the electric service statement will be identified by a descriptive reference to the rate schedule under which the amount is computed, or other explanation, on the same line with the amount. In addition, the Company will collect from the Customer, and the service statement will itemize, any sales, use, excise, or other taxes and fees that apply to the service provided. If codes are used to identify a prorated bill, a cancelled bill, an estimated reading, a Meter exchange, or other pertinent data, an explanation of each code will be shown on the portion of the face of the bill that the Customer retains. Estimated bills and prorated bills will be marked distinctly as such.

If a Municipality collects or receives any payment or payments from the Company for or by reason of using the Municipality’s streets, alleys and public places, or for or by reason of operating the utility business or any portion or phase thereof in the Municipality, bills for electric service in that Municipality will be increased by an aggregate amount approximating the amounts of such payment or payments during the period or periods in which any such payment or payments are collected or received. Accordingly, statements rendered under the several rate schedules in effect in that Municipality will be increased by the applicable proportionate part of any such payment or payments. This applies whether these payments are called taxes, assessments, license fees, percentages of earnings or revenues, lump sum payments, or otherwise, or whether such payments are made under the provisions of any ordinance, resolution, franchise, permit, or otherwise

In addition to the above rates and payments, rate schedules for certain tariffs or services may be billed and identified on electric service statements.



**SECTION 4.09 BILLING ADJUSTMENTS**

General:

If a Meter or billing error results from (1) an incorrect reading of the Meter; (2) an incorrect application of a rate schedule; (3) an incorrect connection of the Meter; (4) an application of an incorrect multiplier or constant; or (5) other similar errors affecting billings as described in South Dakota Administrative Rules 20:10:17:09, the Company shall recalculate the Customer’s bill consistent with the South Dakota Administrative Rules, these General Rules and Regulations, and the Company’s applicable rate schedule(s).

Underbilled:

If a Customer is under-billed, the Company may recalculate the bills and reissue corrected bills for service during the period of the error, up to a maximum period of one year from the date of discovery, unless the date the error occurred can be fixed with reasonable certainty, in which case the adjustment shall be computed from that date.

Overbilled:

If a Customer is over billed, the Company shall recalculate bills for errors resulting in over-charges up to a maximum of one year from the date of discovery, unless the date the error occurred can be fixed with reasonable certainty, in which case the adjustment shall be computed from that date.

Billing Format:

The first bill rendered after a recalculation of charges is to be separated from the regular bill and the charges explained in detail.





**Section 4.10 PAYMENT POLICY**

Bills are due five days prior to the next billing date, and a late payment charge will not be imposed if payment is made prior to the next regular scheduled billing date. The next billing date is not less than 25 days from the current billing date, with the exception of a prorated bill. The billing date is no more than three working days before the date of the Company’s mailing of a bill.

Customers with at least 12 on-time, consecutive payments of regular bills prior to a delinquency will may not be billed a late payment charge, and a notice of late payment charges will not appear on the billing statements of such Customers.

If a Customer has been delinquent more than once during the prior 12 consecutive months, a late payment charge will apply on any delinquent account with an unpaid balance that is \$5.00 or more.

The late payment charge per monthly Billing Period is (a) 1.5% per month (18% per year), plus a \$2.00 collection charge. For a Customer who has been delinquent once or more during the prior 12 consecutive months, a notice of possible late payment charge will be stated on the Customer’s next bill, and if payment is then delinquent, this late payment charge will be assessed during the Customer’s next Billing Period and appear on the Customer’s bill. All payments received are credited against the Customer’s oldest outstanding account balance before the application of any late payment charge.

The delinquent amount for accounts on the Even Monthly Payment (EMP) plan as described in Section 4.11 of these General Rules and Regulations, or payment schedules, will be the outstanding account balance (less allowance for EMP credits) or the outstanding scheduled payments, whichever is greater.

A \$15.00 charge will be assessed due to payments not honored by the Customer's financial institution.

A Customer payment that has been dishonored twice by the issuing financial institution will be considered nonpayment of the Customer’s utility bill.



Section 4.11 EVEN MONTHLY PAYMENT (EMP) PLAN

Customers, at their request, may be billed under the Company’s Even Monthly Payment (EMP) plan. EMP provides for 11 equal monthly payments based on the Customer’s previous use at the premises when available, or an estimate of use for those premises based on previous usage at the premise. Monthly billings will show the difference between the actual amount owed under normal billing and the amount that has been paid under Even Monthly Payment.

Billing for the twelfth month of EMP program participation will reflect the actual billing for that month adjusted for the EMP credit or debit balance carried forward from the previous month. The maximum amount billed on the twelfth month is the larger of 125% of the old EMP amount or the old EMP amount plus \$5.00. If the amount due exceeds these limits, the old EMP amount will be billed and the excess will be spread over the next 12 months. The Company shall pay interest monthly on any accrued EMP credit balance using a two-week average of the six-month Certificate of Deposit rate offered the second and third weeks of June (effective July 1) and December (effective January 1) by the US Bank.

The Company will review the account usage and EMP payment balances every four months during the year to ascertain the reasonableness of the budget amount under current rates or conditions of use of service, and the monthly payment will be adjusted accordingly.

Customers may end participation in the EMP plan at any time by providing the Company with reasonable prior notice. If the Customer incurs late charges as permitted in Section 4.10 of these General Rules and Regulations, or if the Customer’s account is more than 60 days past due, the Company may remove the Customer’s account from the EMP plan and the full balance of the account will become due.



**Section 4.12 SUMMARY BILLING SERVICES**

Under the Company’s Summary Billing Services, the Customer’s multiple monthly bills will be consolidated into a single billing statement each month. Customers need to make only one payment covering the total amount due for all the accounts included in a summary bill. Summary Billing Services is an optional service in which the Customer may choose to participate. Upon Customer’s request, the Customer and the Company will enter into a contract for Summary Billing Services with a 45-day cancellation provision that applies to both parties.

The Company will work with Customers in choosing a monthly master billing date for a summary bill, but reserves the final decision-making authority.

The Company may, at its sole discretion, limit the number of accounts included in any one summary bill, and exclude accounts based on rate class or type, amount of bill, account arrearages, billing cycle, or participation in other programs. Participation in other Company programs, such as Even Monthly Payment, Ready Check, and ePay, may restrict accounts from inclusion in summary billing.

Accounts may be combined from more than one bill date resulting in a delay of the bill statement mailing for all accounts until the master billing date is reached. Individual accounts will be read on their normal reading cycle and placed on hold until all accounts are read. Once completed, the Customer will be billed based on the total accumulation of the sub accounts, including all Customer Charges, Energy Charges, Demand Charges, Facilities Charges, Fixed Charges, and Monthly Minimum Charges.

Payment policies remain in effect for each Customer participating in Summary Billing Services. Any determination of delinquencies will be based on the new master billing date. If a summary bill falls into arrears, the Company may, at its option, discontinue the Customer’s summary bill, reverting the individual accounts to separate monthly billing.



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## **Section 4.13 ACCOUNT HISTORY CHARGE**

The Company shall charge \$10.00 for each account history report requested and provided by the Company in excess of 10 account history reports (whether associated with one or more accounts) within a six-month period.



## Section 4.14 COMBINED METERING

Combined Metering is defined as the addition of multiple service or metering points so that the energy and demand is registered on one Meter. This results in coincident demand for these loads, thus treating it as one larger load for billing one rate. To qualify for Combined Metering a Customer must be served at a premises consisting of contiguous property with the same occupant and each service entrance to be combined must have a minimum entrance rating of 750 kVa (750 kVa entrance at various voltages which is equivalent to: 900 amps @ 277/480; 1800 amps @ 120/240 delta; 2100 amps @ 120/208 wye). Combined Metering can be accomplished with hardware or software totalizers or by installing primary metering. The Company will, in its sole discretion, reasonably determine whether to use primary metering or totalizing for any particular Customer that qualifies for Combined Metering.



## STANDARD INSTALLATION AND EXTENSION RULES

### SECTION 5.01 EXTENSION RULES AND MINIMUM REVENUE GUARANTEE

The Company will, at its own expense, extend, enlarge, or change its Distribution or other facilities for supplying electric service when the anticipated revenue from the sale of additional service at the location justifies the expenditure. If it reasonably appears to the Company that the expenditure may not be justified based on a three-year projection of revenue received from the Customer’s applicable rate(s) (not including any such amounts expected to be recovered through the energy adjustment rider, but including any base costs of energy included in the Customer’s rate(s)), the Company may require the Customer to sign an Electric Service Agreement guaranteeing a minimum payment of not less than three years use of electric service, or to require the Customer to pay in advance if the Company has reason to question whether the Customer will maintain adequate creditworthiness over the period or for any other reason may fail to make payments for service over the period.

The Company shall provide to the Customer an estimate with detail of the costs prior to construction.

If at the point of true-up at the end of the initial contracted period of service, the Customer uses and pays for more than the specified guaranteed minimum amount of electric service which the Customer contracted to purchase (not including any amounts paid pursuant to the energy adjustment rider, but including any amounts paid for the base costs of energy included in the Customer’s rate(s)), any advance that may have been made in excess of the guaranteed minimum amount will be refunded to the Customer together with interest at the rate provided for Customer deposits under South Dakota Public Utilities Commission Administrative Rule 20:10:19:08. However, if the Customer uses less than the guaranteed minimum, the amount of the deficiency will be billed to the Customer, and/or will be deducted from the Customer’s advance payment, and the balance of the advance payment, if any, will be refunded to the Customer with interest on the balance.



## Section 5.02 SPECIAL FACILITIES

For the purposes of Section 5.02, the following definitions apply:

"Distribution Facilities" are defined as all primary and secondary voltage wires, poles, insulators, transformers, fixtures, cables, trenches, and other associated accessories and equipment, including substation equipment, rated below 41.6 kV, whose express function and purpose is for the Distribution of electrical power from the Company's Distribution substation directly to Customers. Distribution Facilities exclude all facilities used primarily for the purpose of transferring electricity from a Generator to a substation and/or from one substation to another substation. As such, Distribution Facilities serve only Customers on the primary and secondary rates of the Company.

"Transmission Facilities" are defined as all poles, towers, wires, insulators, transformers, fixtures, cables, and other associated structures, accessories and equipment, including substation equipment, rated equal to or greater than 41.6 kV, whose express function and purpose is the transmission of electricity from a Generator to a substation or substations, and from one substation to another.

"Standard Facilities" are those facilities whose design or location constitutes the reasonable and prudent, least-cost alternative that is consistent with the existing electric system configuration, will meet the needs of the Company's Customers, and will maintain system Reliability and performance under the circumstances. In determining the design or location of a "Standard Facility," the Company shall use good utility practices and evaluate all of the circumstances surrounding the proposal, including 1) public and employee safety in the installation, operation and maintenance of the facility; 2) compliance with applicable engineering standards, codes, electric utility norms and standards; 3) electric system Reliability requirements; 4) the presence, age, condition and configuration of existing facilities in the affected area; 5) the presence and size of existing right-of-way in the affected area; 6) existing topography, soil, spacing, and any environmental limitations in the specific area; 7) existing and reasonably projected development in the affected area; 8) installation, maintenance, useful life and replacement cost factors; and 9) other relevant factors under the particular circumstances.

"Special Facilities" are non-Standard Facilities or the non-standard design or location of facilities. Common examples of Special Facilities include duplicate service facilities, special switching equipment, special service voltage, three-phase service where single-phase service is determined by the Company to be adequate, excess Capacity, Capacity for intermittent equipment, trailer park Distribution systems, underground installations, conversion from overhead to underground service, specific area or other special undergrounding, and location and relocation or replacement of existing Company facilities. Payments required will be made on a nonrefundable basis and may be required in advance of construction unless other arrangements



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are agreed to in writing with the Company. The facilities installed by the Company are the property of the Company. Any payment by a requesting or ordering party will not change the Company's ownership interest or rights. Payment for Special Facilities may be required by either, or a combination, of the following methods as prescribed by the Company: a single charge for the costs incurred or to be incurred by the Company due to such a special installation, or a monthly charge being one-twelfth of the Company's annual fixed costs necessary to provide such special installation. The monthly charge will be discontinued if the Special Facilities are removed or if the requester eventually qualifies for the originally requested Special Facilities as Standard Facilities.

"Excess Expenditure" is defined as the total reasonable incremental cost above that of Standard Facilities, for construction of Special Facilities, including: the value of the un-depreciated life of existing facilities being removed and removal costs less salvage; the fully allocated incremental labor costs for design, surveying, engineering, construction, administration, operations or any other activity associated with the project; the incremental easement or other land costs incurred by the Company; the incremental costs of immediately required changes to associated electric facilities, including backup facilities, to ensure Reliability, structural integrity and operational integrity of the electric system; the incremental taxes associated with requested or ordered Special Facilities; the incremental cost represented by accelerated replacement cost if the Special Facility has a materially shorter life expectancy than the standard installation; the incremental material cost for all items associated with the construction, less salvage value of removed facilities; and any other prudent costs incurred by the Company directly related to the applicable Special Facilities.

When the Company is requested by a Customer, group of Customers, developer, City, or Municipality to provide types of service that result in expenditure in excess of Company designated Standard Facility installation, the requesting Customer, group of Customers, developer, City, or Municipality is responsible for the Excess Expenditure, unless otherwise required by applicable law, rule or regulation.

When requested, the Company will evaluate the circumstances and determine the Standard Facilities that would be appropriate to the particular situation and determine what, if any, Excess Expenditures are associated with a Customer request or Customer requirement for Special Facilities.

Subject to the requirements of applicable laws, rules and regulations, and subject to the Company's previously scheduled or emergency work, the Company will initially install Special Facilities (including, but not limited to, lighting facilities other than those described in a rate ride), or will replace, modify or relocate to a Company-approved location or route its existing Distribution Facilities or Transmission Facilities (a) upon the request of a Customer, a group of Customers, developer, or upon request or lawful order of a City or Municipality if the Company





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determines the requested or ordered Special Facilities will not adversely affect the Reliability, structural integrity, ability to efficiently expand Capacity or operational integrity of the Company's Distribution Facilities or Transmission Facilities; and (b) the requesting or ordering Customer, group of Customers, developer, City, or Municipality arranges for payment of the Excess Expenditures, or a requesting or ordering City elects that the Excess Expenditures for undergrounding of Distribution Facilities be recovered by surcharge.

*Special Facilities in Public Right-Of-Way*

Whenever a Municipality as a governing body of public right-of-way orders or requests the Company to replace, modify or relocate its existing Distribution Facilities or Transmission Facilities located by permit in the public right-of-way to the extent necessary to avoid interference with construction on the public right-of-way, such facilities will be replaced, modified or relocated at the Company's expense, provided the construction is the Standard Facilities installation designated by the Company.

If the Municipality requests or orders a facility other than the Standard Facilities, the Company will provide the Municipality notification of the Excess Expenditures to be incurred for Special Facilities, compared to Standard Facilities. If the Municipality requests or orders a type of construction with costs in excess of Company designated Standard Facilities construction, the Company shall be entitled to recovery of the Excess Expenditures as provided in this Section.

Except in emergencies, the Company has no obligation to commence initial construction of new Special Facilities, or to commence construction for replacement, modification, reconstruction or relocation of existing facilities, until the Company receives a permit, or other written authorization from the Municipality (or its designee) having jurisdiction over use of the applicable public right-of-way, authorizing the construction at a Company-approved reasonable location within the public right-of-way or at a location established by lawful order of the Municipality.

The Company reserves the right to require an order from a City or Municipality if the Company determines the requested Special Facilities constitute an improvement primarily for the benefit of a landowner or other group and only an incidental benefit to public use of the right-of-way. The Company also reserves the right to challenge the lawfulness of a Municipality's order.

*Underground Facilities Requirements*

The following provisions apply when replacing overhead facilities with underground facilities:

When required, the Customer at Customer's expense must engage an electrician to adapt

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Manager, Regulatory Services

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in South Dakota



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the Customer's electrical facilities to accept service from the Company underground facilities.

The Company will allow reasonable time for the Customer to make the necessary alterations to the facilities before removal of the existing overhead facilities. The Customer, group of Customers, developer or Municipality must provide the Company reasonable notice of the undergrounding request so Company may efficiently plan and install such facilities.

Perpetual easements will be granted to the Company at no cost to the Company whenever any portion of the underground Distribution system is located on private land. These easements also will grant the Company access for inspection, maintenance, and repair of Company facilities.

The Company must receive, by franchise or permit, full access to its facilities installed underground for the purpose of inspection, maintenance, and repair of such facilities, such right of access to include the right to open public ways.

A Municipality will give sufficient notice and will allow the Company sufficient time to place its facilities beneath public ways while the same are torn up for resurfacing. A Municipality shall provide the Company with access to the torn up public ways during such period so that the Company will have unobstructed use of sufficiently large sections of the public ways to allow installation of the underground facilities in an economic manner.

The Customer shall install, own and maintain the necessary conduits and Secondary Service conductors to a point of common connection designated by the Company for secondary voltage service supplied from an underground Distribution lateral. A point of common connection can be the secondary compartment of the transformer, a current transformer cabinet, a self-contained meter socket, or other type of Company-approved junction box. The Company will make final connection of the Customer's Secondary Service conductors to the Company's facilities.

Secondary voltage service supplied from underground secondary service conductors requires that the Customer install, own, or maintain necessary conduits on private property to a point designated by the Company. Secondary service conductors usually will be installed by the Customer in the Customer's conduit, however, in some installations it may be preferred to have the Company provide a continuous installation from Company facilities through the Customer conduit to the Customer's service equipment. In these installations the Customer must pay the total installed cost of the Company's cable installed on private property. The Company will make the final connection of the Customer's secondary service conductors to the Company's facilities.



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*Special Facilities Payments*

Where the requesting or ordering Customer is required to prepay or agrees to prepay or arrange payment for Special Facilities, the requesting or ordering Customer shall execute an agreement or service form pertaining to the installation, operation and maintenance, and payment for the Special Facilities.

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## Section 5.03 TEMPORARY SERVICES

Pursuant to South Dakota Administrative Rules 20:10:18:01, the Company may require the Customer to make an advance deposit sufficient to cover the estimated costs of installing and removing temporary service. Customers taking temporary service shall pay the regular rates applicable to the class or classes of service rendered. In addition, the Company may require the Customer to pay the installation and removal cost, less salvage value, of facilities installed by the Company to furnish temporary service to the Customer. If service is taken for less than one normal Billing Period, the Customer's bill will not be prorated. Such Customer is billed as though service had been taken for an entire month.



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## Section 5.04 STANDARD INSTALLATION

### Service at Secondary and Primary Voltage

The Company provides voltage at the following levels.

Secondary voltage service is defined as single- or three- phase alternating current from 120 volts up to, but not including, 12,470 volts where the substation and distribution systems are provided by the Company.

Primary voltage service is defined as single or three-phase alternating current supplied at the same voltage as the low side of the local substation which may include voltages from 2,400 volts up to, but not including, 41,600 volts where the substation transformer is provided by the Company and the distribution transformers and distribution primary systems, if any, are provided by the Customer.

Transmission voltage is defined as three-phase alternating current at 41,600 volts or higher where any substation and distribution primary systems are provided by the Customer.

The Company will provide service to the Customer at any specific standard voltage that is available in the local service area. The Company will supply the Customers with a list of the available voltages at which the Customer may take service from the Company.

Customer will be metered at the lowest utilization voltage as determined by the Company and then adjusted to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage

The Company will install, own, and maintain on an individual project basis the Distribution Facilities necessary to provide permanent service. The Customer will be required to pay, in addition to the applicable rate, a one-time charge of the following amounts, if applicable, to the Company:

#### *Service Installation*

The Company will extend, on private property, to a Company-designated service location, a Distribution lateral, the total cost of which must not exceed a sum equal to three times the Customer’s anticipated annual revenues, excluding the portion of the revenue representing energy-cost recovery. When the cost of the necessary extension exceeds this limit, the Customer will be charged in accordance with the Company’s extension rules identified in this Section 5.01.



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### *Winter Construction*

When underground facilities are installed between October 1 and May 31, inclusive, because of failure of the Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a winter construction charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the Winter Season. The Company reserves the right to charge Customers for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges. The Company will determine payment requirements based on actual costs.

### **Service at Transmission Voltage**

Transmission voltage service is defined as three-phase alternating current at 41,600 volts or higher. The availability of service at transmission voltage will be determined by the Company when requested by the Customer. The service voltage available will vary depending on the voltage in the vicinity of the Customer's service location. Customers electing Transmission Service for any portion of the service will be considered a Transmission Service Customer. The Customer will own the substation and other Distribution Facilities, along with any additional investments, at the Customer's location whether secondary, primary, or transmission voltage.

Transmission voltage service will be provided under the following conditions:

1. Such service does not adversely affect the Reliability of the rest of the system or cause an undue expense on other Customers.
2. Customer will be metered at the lowest utilization voltage as determined by the Company and then adjusted to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.



### Section 5.05 SERVICE CONNECTION

The Customer, without cost to the Company, grants the Company and its successors and assigns a perpetual easement and right-of-way on, over, across and under the Customer’s property for the installation, operation, maintenance, repair, extension and removal of equipment necessary to provide electric service, such as overhead or underground Transmission and Distribution lines, service conductors and other equipment, and necessary fixtures and all other devices in connection therewith; together with the right to permit the attachment of other wires to the poles or in a common trench for purposes of telecommunications or cable communication systems.

The Customer further grants the Company and its successors and assigns the right and perpetual easement to place, position and locate the butts of the main poles, pole structures or underground wires over, across or under the Customer’s property in such manner and location as the Company and the Customer may mutually agree. The Company shall have the right of ingress and egress at all reasonable times for the purpose of the perpetual rights and easements granted, and shall have the right to cut down and trim trees and vegetation as reasonably necessary to keep the wires of the Company’s electric lines clear, so as to be maintained in accordance with the Company’s standards of construction and maintenance. The Customer agrees to provide, without cost to the Company, such other rights of way or permits (including railroad permits), as may be necessary to provide electric service.

The Customer will also provide and maintain on its property, at a location satisfactory to the Company, proper space for the Company’s transformers, metering equipment, and other equipment. The Customer will ensure the safekeeping of the Company’s Meters and other facilities and reimburse the Company for the cost of any alternations to the Company’s lines, Meters, or other facilities requested by the Customer and for any loss or damage to the Company’s property located on the premises, except when such loss or damage is beyond the reasonable control of the Customer.

Where the Customer has blocked or restricted access to Company facilities through plantings, construction, pavement, or other object(s), all costs of obtaining access for maintenance, repairs or replacement of the facilities, whether underground or overhead, together with all costs of site restoration including, but not limited to, trenching, tree removal, earth removal, reconstruction or repaving, are the responsibility of the Customer.

If the Company is required to change the service lines or its equipment used to provide electric service to the Customer for any reason other than normal maintenance or inadequate Capacity, the Customer shall pay all costs connected with the change.

Where the Customer requests electric service and service is provided by means of an underground service lateral, owned and installed by the Company, the Customer shall, except for



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backfilling, assume, at its own expense, the necessary land restoration, including, but not limited to, yard maintenance, grass planting, and trench leveling.

Except as may be agreed in writing, title and ownership of all lines, extensions and equipment furnished by the Company shall be and remain in the Company, and may not be owned by nor become a part of the property of the Customer. The service conductors as installed by the Company from the Distribution line to the point of connection with the Customer's service entrance conductors will be the Company's property and will be maintained by the Company at its own expense. The Customer will allow the Company access to the service conductors to perform maintenance.

In the event of the failure of the Customer to make payment for service provided by the Company and service is disconnected, as permitted by these General Rules and Regulations in Section 3.01, the Company may remove any and all equipment, extensions of lines and other property installed by the Company on the Customer's property.

Transformers, service conductors, Meters, and other equipment used in furnishing electric service to a Customer have a definite Capacity. Therefore, the Customer shall make no material increase in load or equipment without first making arrangements with the Company for the additional electric supply.





## USE OF SERVICE RULES

### Section 6.01 CUSTOMER EQUIPMENT

The Company may require that the Customer make changes to the Customer’s system at the Customer’s expense, or pay the costs of Company’s installation of non-standard Distribution Facilities, where the Company reasonably determines that such changes or non-standard installations are necessary to correct operating characteristics of the Customer’s equipment or system(s) that interfere with satisfactory service to other Customers of the Company.

The Customer is notified in writing (or by verbal notice followed by a written notification) when equipment that the Customer is using or the Customer’s system(s) interferes with or adversely affects the quality of service for other Company Customers. Following the notice, the Customer will be afforded reasonable opportunity to make suitable changes to the equipment or system(s), or to provide additional equipment, at Customer’s expense, to eliminate or prevent these adverse effects.

In the event the Customer fails to make the necessary changes and other Company Customers continue to be adversely affected by the operating characteristics of the Customer’s equipment or system(s), the Company reserves the right to (a) require that a portion of the Customer’s load be served through a separate service and Meter with separate billing; (b) refuse to serve problem loads; (c) discontinue service to existing loads; and/or (d) install non-standard Distribution Facilities and charge the Customer for the Excess Expenditure as provided for Special Facilities in Section 5.02 of these General Rules and Regulations.



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## **Section 6.02 USE OF SERVICE; PROHIBITION ON RESALE**

Electric service may be used only for the purpose set forth in the respective rate schedules. Except as allowed in specific tariffs or rate schedules, electric service is furnished for the use of the Customer only, and the Customer may not resell it.

The Customer may not use or enable third parties to use electric service furnished by the Company to facilitate sales of electricity, whether such electricity has been generated by the Company, Customer or a third party. By way of example but not in limitation, this restriction prohibits Customers from consuming the Company's retail electric service in any way that would allow Customers or any third party to sell electricity (whether Company provided, Customer-generated or third party-generated) for the purpose of profiting from arbitrage between the rate paid by the Customer to the Company and the price received by the Customer or third party from the sale of electricity.



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## COMPANY'S RIGHTS

### Section 7.01 WAIVER OF RIGHTS OR DEFAULT

No delay by the Company in enforcing any of its rights shall be deemed a waiver of its rights, nor is a waiver by the Company of one of the Customer's defaults deemed a waiver of any other or subsequent defaults.

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## Section 7.02 MODIFICATION OF RATES, RULES AND REGULATIONS

Company reserves the right to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect, in any manner permitted by law. Customers are provided with notice of any such modification as required by South Dakota Laws and South Dakota Administrative Rules.



## GLOSSARY AND SYMBOLS

### Section 8.01 GLOSSARY

#### Glossary of terms used in tariffs and riders

**Billing Demand** – A charge applied to an Energy Customer for Capacity reserved or made available explicitly for that Customer. Customer’s Demand as used by Company for billing purposes. Billing Demand is calculated and specified in applicable tariffs.

**Billing Period** – A timeframe of 25 to 35 days inclusive, used in the billing calculation.

**Capacity** – The maximum amount of power, normally expressed in Kilowatts (kW) or megawatts (MW), that a given system or subsystem can carry or produce at a particular moment.

**Commercial** - A business consumer of Energy.

**Commission** – The regulating entity in the state government that oversees the operations of investor-owned utilities. (See South Dakota Public Service Commission).

**Company** - Otter Tail Corporation, a Minnesota corporation doing business as Otter Tail Power Company, or the Utility, a regulated power company providing electricity to Customers in Minnesota, North Dakota and South Dakota.

**Control Criteria** - The terms and guidelines governing the supply of electricity to non-

firm electric loads.

**CT Metering** - A watt-hour meter that is used with current transformers. The current transformer reduces the primary current to a secondary current applied to the meter in a known proportion. Used when the current exceeds 400 amperes.

**Customer Charge** – Part of the monthly basic Distribution charge to partially cover costs for billing, Meter reading, equipment, service line maintenance and equipment. This charge is the same no matter how much electricity is used.

**Demand** – The rate at which electric Energy is delivered to or by a system, part of a system, or piece of equipment and is expressed in Kilowatts (kW) or megawatts (MW).

**Demand Interval** – The specified interval of time on which a demand measurement is based.

**Distribution** - The local wires, transformers, substations and other equipment used to deliver electricity from the high-voltage transmission lines to low voltage Distribution lines and to end-use consumers.



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**Distribution Facilities** - Company facilities as defined in Section 5.02 of these General Rules and Regulations.

**Energy** – Customer’s electric consumption requirement measured in Kilowatt-hours (kWh)

**Energy Charge** – The amount on Customer billings reflecting the actual Energy used over the billing period.

**Excess Expenditure** – Certain costs incurred by Company in the construction of Special Facilities, as defined in Section 5.02 of these General Rules and Regulations.

**Facilities Charge** – An amount to be paid by the Customer in a fixed monthly amount for distribution facilities sized on the basis of the Customer’s design (rather than metered) demand. The charge may include operation and maintenance as capital costs.

**Farm** – A Customer classification where ordinary farming operations of a Commercial scale are conducted from which Customer derives income.

**Generator** – A general name given to a machine for transforming mechanical Energy into electrical Energy.

**Kilovolt (kV)** – A unit of pressure equal to one thousand volts.

**Kilowatt (kW)** – A unit of electrical power equal to one thousand watts. Electric power is usually expressed in Kilowatts. A watt = volts times amps times power factor. One watt = 1/746 Horsepower and a Kilowatt = 1,000 watts or 1.34 Horsepower.

**Kilowatt-hour (kWh)** - A Kilowatt-hour is the standard unit of measure for electricity for which most Customers are charged in cents per Kilowatt-Hour. One Kilowatt-Hour is equal to 1,000 watt-hours. The total number of Kilowatt-Hours charged to your bill is determined by your electricity use. For example, if you used a 100-watt light bulb for 10 hours, you would be billed for one Kilowatt-Hour (100-watts x 10 hours = 1,000 watt-hours).

**Meter** – An electric indicating instrument used to measure Kilowatts and or Demand.

**Midwest Independent System Operator (MISO)** – An independent third -party operating in the Midwest states and formed to operate the transmission system in a way that provides fair access for all electricity suppliers. The ISO maintains instantaneous balance of the Grid system by controlling the dispatch of flexible plants to ensure that loads match resources available to the system. It is regulated by the Federal Energy Regulatory Commission (FERC).

**Municipality** - A city, town, or other local unit of government with jurisdiction over the use of the public rights of way or other public areas.

**Reactive Demand** - A term used in the calculation of power factor defined as the relationship between the total power (kVa) and the real power (kW) for loads such as motors that require magnetizing current to operate.

**Reliability** – The providing of adequate and dependable generation, Transmission and Distribution service. Electric system



(Continued)

Reliability has two components -- adequacy and security. Adequacy is the ability of the electric system to supply the aggregate electrical Demand and Energy requirements of Customers at all times, taking into account scheduled and unscheduled outages of system facilities. Security is the ability of the electric system to withstand sudden disturbances such as electric short circuits or unanticipated loss of system facilities.

**Residential** – An Energy consumer consisting of a single private household, but not necessarily a single-family dwelling.

**Self-Contained Metering** – A watt-hour meter that has sufficient current-carrying capacity to meet the specific demand for which it is designed without the need for a current transformer. Used to measure current up to 400 amperes.

**South Dakota Public Utilities Commission (SDPUC)** – The regulating entity operated by the State of South Dakota that oversees the operations of investor-owned electric utilities such as Otter Tail Power Company.

**Space Conditioning Loads** – Electrical processes used to condition air or water, such as heating, cooling, dehumidifying, or humidifying.

**Special Facilities** - Company provided facilities as defined in Section 5.02 of these General Rules and Regulations.

**Standard Facilities** – Company provided facilities as defined in Section 5.02 of these General Rules and Regulations.

**Summer Season or Summer** – The period

of time beginning June 1 and ending September 30.

**System Marginal Energy Price** – Company’s hourly system Incremental Energy cost plus applicable losses, transmission, and a profit margin.

**Total Coincident Demand** – The sum of two or more Demands that occur in the same Demand Interval as determined by Company.

**Transmission Facilities** – Company-provided facilities as defined in Section 5.02 of these General Rules and Regulations.

**Transmission Service** – The reservation and transmission of Capacity and Energy on either a firm or non-firm basis.

**Winter Season or Winter** – For the purposes of billing, winter is considered the period of time beginning October 1 and ending May 31. For the purpose of Residential winter disconnections, winter is considered the period of November 1 through March 31.



## Section 8.02 DEFINITION OF SYMBOLS

The following symbols on rate schedules or rules and regulations shall signify the following revisions:

- (a) "C" shall signify a changed listing, rule, or condition which may affect rates or charges;
- (b) "D" shall signify discontinued material, including any listing, rate, rule, or condition;
- (c) "I" shall signify an increase in the rate;
- (d) "L" shall signify material relocated from or to another part of tariff schedules with no change in text, rate, rule, or condition;
- (e) "N" shall signify new material including a listing, rate, rule, or condition;
- (f) "R" shall signify a reduction in the rate;
- (g) "T" shall signify a change in the wording of text with no change in the rate, rule, or condition.





**RESIDENTIAL SERVICE**

DESCRIPTION	RATE CODE
Residential Service	70-101

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to Residential service as defined in the General Rules and Regulations.

**RATE:**

RESIDENTIAL SERVICE		
Customer Charge per Month:	\$3.00	
Monthly Minimum Bill:	Customer + Facilities Charge	
Facilities Charge per Month:	\$5.00	
Energy Charge per kWh:	Summer	Winter
	8.881 ¢/kWh	8.101 ¢/kWh

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**SEASONAL RESIDENTIAL SERVICE:**

1. These rates and regulations shall apply to seasonal and lake cottage service and to rural residential service only. Resorts, stores, farms and other commercial establishments will be billed at the rates provided for such classes of service.



(Continued)

2. Seasonal Customers will be billed at the same rate as year-round Customers, except as follows:

Each seasonal Customer will be billed a one-time seasonal fixed charge of \$32.00 in addition to the rate provided above. The fixed charge will be included on the first bill rendered for each season.

Each seasonal Customer will be billed for the number of months each season that the residence or cottage is in use, but not less than a minimum of four months, plus the seasonal fixed charge. The Company normally will read meters and render a bill during the months of June, July, August and September. At the Company's option, meters may be read at other times during the year and a bill will be rendered if energy recorded on the meter exceeds 100 kWh.

Bills may be rendered on a two-month basis at the Company's discretion when the energy used exceeds 100 kWh and more than 55 days have elapsed since the previous meter reading.

Seasonal Customers will be subject to a connection charge of \$40.00 when the account is established.



Fergus Falls, Minnesota

**RESIDENTIAL DEMAND CONTROL SERVICE**  
 (Commonly identified as RDC)

DESCRIPTION	RATE CODE
Residential Demand Control	70-241

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to Residential Customers with approved demand control systems.

**RATE:**

RESIDENTIAL DEMAND CONTROL SERVICE		
<b>Customer Charge per Month:</b>	\$10.55	
<b>Monthly Minimum Bill:</b>	Customer + Facilities Charge	
<b>Facilities Charge per Month:</b>	\$7.00	
<b>Energy Charge per kWh:</b>	Summer	Winter
	5.435 ¢/kWh	5.487 ¢/kWh
<b>Demand Charge per kW:</b>	Summer	Winter
	\$7.65 /kW	\$3.09 /kW

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.



Fergus Falls, Minnesota

(Continued)

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**BILLING DEMAND DETERMINATION:** The demand will be determined based on the peak one-hour demand reading recorded during the winter controlled period for the most recent 12 months. An estimated demand of three kW will be used for Customers new to this rate until demand is established.

**DEMAND SIGNAL:** Service may receive a demand signal for up to a total of 14 hours during any 24-hour period, as measured from midnight to midnight. Water heaters served on this tariff will also be included in the Company's summer water heater load control program.



**FARM SERVICE**

DESCRIPTION	RATE CODE
Farm Service	70-361

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to general Farm and home use. The Customer may elect to have the following service offerings in the farm home (for residential uses); Residential Service (Section 9.01) or Residential Demand Control Service Schedule (Section 9.02) if all the requirements specified for the schedules are satisfied.

**RATE:**

FARM SERVICE		
Customer Charge per Month:	\$8.00	
Monthly Minimum Bill:	Customer + Facilities Charge	
Facilities Charge per Month:		
Single Phase	\$0.00	
Three Phase: Overhead <=25kVA	\$4.81	
Three Phase: Overhead >25kVA	\$ 5.61	
Three Phase: Underground <=25kVA	\$13.42	
Three Phase: Underground >25kVA	\$21.56	
Energy Charge per kWh:	Summer	Winter
	8.384 ¢/kWh	7.649 ¢/kWh

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.



Fergus Falls, Minnesota

*Original*

*(Continued)*

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

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**SMALL GENERAL SERVICE**  
 Under 20 kW

DESCRIPTION	RATE CODE
Metered Service under 20 kW – Secondary Service	70-404
Metered Service under 20 kW – Primary Service	70-405

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to three phase Residential Customers, and both single and three phase nonresidential Customers. This schedule is not applicable for energy for resale, nor for municipal outdoor lighting. Emergency and supplementary/standby service will be supplied only as allowed by law.

**RATE:**

SECONDARY SERVICE		PRIMARY SERVICE								
<b>Customer Charge per Month:</b>	\$10.00	\$10.00								
<b>Monthly Minimum Bill:</b>	Customer + Facilities Charge	Customer + Facilities Charge								
<b>Facilities Charge per Month:</b>	\$3.00	\$2.00								
<b>Energy Charge per kWh:</b>	<table border="1"> <tr> <th>Summer</th> <th>Winter</th> </tr> <tr> <td align="center">8.903 ¢/kWh</td> <td align="center">8.122 ¢/kWh</td> </tr> </table>	Summer	Winter	8.903 ¢/kWh	8.122 ¢/kWh	<table border="1"> <tr> <th>Summer</th> <th>Winter</th> </tr> <tr> <td align="center">8.864 ¢/kWh</td> <td align="center">8.083 ¢/kWh</td> </tr> </table>	Summer	Winter	8.864 ¢/kWh	8.083 ¢/kWh
Summer	Winter									
8.903 ¢/kWh	8.122 ¢/kWh									
Summer	Winter									
8.864 ¢/kWh	8.083 ¢/kWh									

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.



(Continued)

**TERMS AND CONDITIONS:** A Customer may remain on the Small General Service schedule as long as the Customer's maximum demand is less than 20 kW. When the Customer achieves an actual demand of 20 kW or greater, the Customer will be placed on the General Service schedule (Section 10.02) in the next billing month. A Customer with a billing demand of less than 20 kW for 12 consecutive months will be given the option of returning to the Small General Service schedule (Section 10.01).

**DETERMINATION OF DEMAND:** An estimated or metered demand shall be used to establish the applicability of this schedule, at the option of the Company. This demand shall be the maximum kW for the highest 15-minute period during the month for which a bill is rendered.





**GENERAL SERVICE**  
 20 kW or Greater

DESCRIPTION	RATE CODE
General Service - Secondary Service	70-401
General Service - Primary Service	70-403

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to three phase Residential Customers, and both single and three phase nonresidential Customers. This rate is not applicable for energy for resale, nor for municipal outdoor lighting. Emergency and supplementary/standby service, will be supplied only as allowed by law.

**RATE:**

	SECONDARY SERVICE		PRIMARY SERVICE	
<b>Customer Charge per Month:</b>	\$12.00		\$12.00	
<b>Monthly Minimum Bill:</b>	Customer + Facilities Charge		Customer + Facilities Charge	
<b>Facilities Charge per Annual Maximum kW per Month:</b>	\$0.52 /kW		\$0.38 /kW	
<b>Energy Charge per kWh:</b>	Summer	Winter	Summer	Winter
	8.298 ¢/kWh	7.570 ¢/kWh	8.261 ¢/kWh	7.533 ¢/kWh

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.



(Continued)

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**TERMS AND CONDITIONS:** A Customer with a billing demand of less than 20 kW for 12 consecutive months will be given the option of taking service under the Small General Service schedule (Section 10.01).

**DETERMINATION OF FACILITIES CHARGE:** The monthly measured demand will be based on the maximum 15 consecutive minute period measured by a suitable demand meter for the month for which the bill is rendered. The Facilities charge demand will be based on the largest of the most recent 12 monthly measured demands.

**DETERMINATION OF DEMAND:** The billing demand shall be the maximum demand in kW as measured by a demand meter, for the highest 15-minute period during the month for which the bill is rendered. The billing demand may be estimated for Customer locations where no demand meter has been installed, but in no event will the billing demand be considered less than 20 kW.



**LARGE GENERAL SERVICE**

DESCRIPTION	RATE CODE
Secondary Service	70-603
Primary Service	70-602
Transmission Service	70-632

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to nonresidential Customers. This schedule is not applicable for energy for resale, nor for municipal outdoor lighting. Emergency and supplementary/Standby service will be supplied only as allowed by law.

**RATE:**

<b>SECONDARY SERVICE</b>		
<b>Customer Charge per Month:</b>	\$40.00	
<b>Monthly Minimum Bill:</b>	\$240.00 + Customer Charge + Facilities Charge	
<b>Facilities Charge per Month:</b>		
<b>per annual max. kW (minimum 80kW per Month)</b>		
< 1000 kW:	\$0.30 /kW	
>= 1000 kW:	\$0.15 /kW	
<b>Energy Charge per kWh:</b>	Summer	Winter
	5.151 ¢/kWh	5.220 ¢/kWh
<b>Demand Charge per kW:</b>	\$7.28 /kW	\$2.94 /kW



(Continued)

<b>PRIMARY SERVICE</b>		
<b>Customer Charge per Month:</b>	\$40.00	
<b>Monthly Minimum Bill:</b>	\$240.00 + Customer Charge + Facilities Charge	
<b>Facilities Charge per Month: per annual max. kW (minimum 80kW per Month)</b>		
<b>All kW:</b>	\$0.11 /kW	
<b>Energy Charge per kWh:</b>	Summer	Winter
	5.151 ¢/kWh	5.196 ¢/kWh
<b>Demand Charge per kW:</b>	\$7.23 /kW	\$2.92 /kW

<b>TRANSMISSION SERVICE</b>		
<b>Customer Charge per Month:</b>	\$40.00	
<b>Monthly Minimum Bill:</b>	\$240.00 + Customer Charge + Facilities Charge	
<b>Facilities Charge per Month: per annual max. kW (minimum 80kW per Month)</b>		
<b>All kW:</b>	\$0.00 /kW	
<b>Energy Charge per kWh:</b>	Summer	Winter
	5.028 ¢/kWh	5.050 ¢/kWh
<b>Demand Charge per kW:</b>	\$5.87 /kW	\$2.48 /kW

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.



(Continued)

**DETERMINATION OF FACILITIES CHARGE:** The monthly measured demand will be based on the maximum 15 consecutive minute period measured by a suitable demand meter for the month for which the bill is rendered. The Facilities charge demand will be based on the largest of the most recent 12 monthly measured demands.

**DETERMINATION OF BILLING DEMAND:** The billing demand shall be the maximum kW as measured by a suitable demand meter for any period of 15 consecutive minutes during the month for which the bill is rendered adjusted for Excess Reactive Demand.

**ADJUSTMENT FOR EXCESS REACTIVE DEMAND:** The billing demand shall be increased by one kW for each whole 10 kvar of measured reactive demand in excess of 50% of the measured demand in kW.

**SPECIAL BILLING DEMAND:** By Customer request, Company may calculate the demand used for billing as the average of the previous 12 billing demands. The use of a special billing demand shall not exceed a period of six consecutive months. The Company may agree to the use of the special billing demand upon conditions where Customers have incurred, or can take advantage of, increased demand levels and the increased demand levels did not, or will not, increase the Company’s peak load. During the period under which the Customer’s billing demand is calculated in accordance to the provision of the Special Billing Demand, the Company reserves the right to curtail the Customer’s additional demand (i.e., any demand over the special billing demand level) back to the Customer’s special billing demand in order to maintain the integrity of the Company’s generation and transmission systems.



**COMMERCIAL SERVICE - TIME OF USE**

DESCRIPTION	RATE CODE
Declared-Peak	70-708
Intermediate	70-709
Off-Peak	70-710

**RULES AND REGULATIONS:** Terms and conditions of this tariff and the General Rules and Regulations govern use of this schedule.

**APPLICATION OF SCHEDULE:** This schedule is applicable to nonresidential Customers with one meter providing electrical service.

**RATE:**

COMMERCIAL SERVICE - TIME OF USE			
<b>Customer Charge per Month:</b>	\$12.00		
<b>Monthly Minimum Bill:</b>	Customer + Facilities Charge		
<b>Facilities Charge per Month:</b>	Customer specific - see tariff		
<b>Energy Charge per kWh:</b>	Summer	Winter	
<b>Declared-Peak</b>	21.584 ¢/kWh	14.289	¢/kWh
<b>Intermediate</b>	7.316 ¢/kWh	7.414	¢/kWh
<b>Off-Peak</b>	4.334 ¢/kWh	4.486	¢/kWh
<b>Demand Charge per kW:</b>	Summer	Winter	
<b>Declared-Peak</b>	\$0.00 /kW	\$0.00	/kW
<b>Intermediate</b>	\$2.55 /kW	\$2.95	/kW
<b>Off-Peak</b>	\$0.27 /kW	\$0.11	/kW

**FACILITIES CHARGE:** Customers served under this tariff shall pay an annual fixed charge equal to 18% of the dedicated investment of the Company in the extension of lines, including any rebuilding or cost of capacity increase in lines or apparatus and other annual expenses necessary to receive service at this rate.



(Continued)

Alternatively, the Customer may prepay the installation and cost of the equipment and shall pay an annual fixed charge equal to 3.5% of the investment of the Company, in lieu of the 18% annual fixed charge.

In either option, equipment remains the property of the Company. This charge shall be reviewed if additional Customers are connected to the extension within five years. An agreement will be entered into with each Customer, specifying the investment necessary to supply service and the fixed charge. The annual fixed charge will be billed in 12 equal monthly installments, plus all other charges.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply or Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rider. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

**CONTRACT PERIOD & AGREEMENT:** The Contract Period shall be five years.

Because of the investment needed to provide service the Company shall enter into a written agreement with each Customer served at this rate and the Customer shall agree to pay for service at this rate for a period of five years.

If, during the terms of such agreement, the Company shall establish a superseding rate for this service, the Customer shall be billed at the superseding rate for the balance of the term of the contract and shall comply with all terms and conditions of the superseding rate. Unless there is additional investment by the Company, there shall be no change in the amount of the fixed charge during the term of such agreement regardless of the provisions of any superseding rate.

An agreement will be entered into with each Customer, specifying the investment necessary to supply service and the fixed charge.

**DEFINITION OF DECLARED, INTERMEDIATE AND OFF-PEAK PERIODS BY SEASON:**

**WINTER SEASON - OCTOBER 1 THROUGH MAY 31 BILLINGS**

Declared-Peak: Hours declared (see Declared Peak Notification)

Intermediate: All hours other than declared-peak and off-peak

Off-Peak: For all kW and kWh used Weekdays or Saturdays from 10:00 p.m. to 6:00 a.m., all day Sunday