

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpc.com (web site)

May 21, 2010



Ms. Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

**RE: In the Matter of Compliance filing for Small Power Production and Cogeneration Rates
for OTTER TAIL POWER COMPANY.
Docket No. EL09-026**

Dear Ms. Van Gerpen:

On May 4, 2010 the South Dakota Public Utility Commission (“Commission”) approved Otter Tail Power Company’s (“Otter Tail”) revised Small Power Production and Cogeneration rate schedules, Docket No. EL09-026. The Commission’s Order for this Docket was issued on May 14, 2010. Enclosed is the Final version of Otter Tail’s Small Power Production and Cogeneration rate schedules, Section 12.00 through 12.03. Also enclosed is the Final version of Otter Tail’s South Dakota PUC Volume II Index. As ordered by the Commission, Otter Tail has included a June 1, 2010 effective date on all rate schedules.

Please note that Otter Tail plans to file the Small Power Producer rates every two years as directed by Order F-3365.

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota (“ARSD”) Part 20:10:01:02:05, this filing has been electronically submitted to the Commission through the Commission’s website.

If you have any questions, please contact me at (218) 739-8639 or jgrenier@otpc.com.

Sincerely,

/s/ JASON A. GRENIER
Jason A. Grenier
Pricing Analyst
Regulatory Services

wao
Enclosures
By electronic filing



Fergus Falls, Minnesota

First Revision, Canceling Original

POWER PRODUCER RIDERS - APPLICABILITY MATRIX

The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply, Voluntary Rate Riders selected by the Customer, and charges listed in the General Rules and Regulations.

 Applicability Matrix	Power Producer Riders	Occasional Delivery Energy Rider	Time of Delivery Rider	Dependable Service Rider
Base Tariffs	Section Numbers	12.01	12.02	12.03
RESIDENTIAL & FARM SERVICES				
Residential Service	9.01	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential Demand Control Service	9.02	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Farm Service	9.03	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GENERAL SERVICES				
Small General Service (Less than 20 kW)	10.01	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
General Service (20 kW or greater)	10.02	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Commercial Service - Time of Use	10.04	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Large General Service	10.05	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Large General Service - Time of Day	10.06	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER SERVICES				
Standby Service	11.01	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation Service	11.02	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Outdoor Lighting - Energy Only	11.03	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Lighting	11.04	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Pumping Service	11.05	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Civil Defense - Fire Sirens	11.06	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Key: ✓ = May apply ■ = Mandatory □ = Not Applicable				

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Fergus Falls, Minnesota

**SMALL POWER PRODUCER RIDER
OCCASIONAL DELIVERY ENERGY SERVICE**

DESCRIPTION	RATE CODE
Occasional Delivery Energy Service	70-902

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

AVAILABILITY: Available to any qualifying facility not exceeding 100 kW of generating capacity.

CUSTOMER CHARGE: \$3.70 per month

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PAYMENT SCHEDULE: Effective :

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Base Avoided Costs 3.141¢ per kWh

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Base Avoided Costs plus Renewable Energy Credit 3.441¢ per kWh

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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.

SPECIAL CONDITIONS OF SERVICE: The minimum contracted term of service is 12 months.

TERMS AND CONDITIONS: The use of this rider requires that special precautions be taken in the design of associated metering and control systems. The following terms and conditions describe these precautions and shall be followed on all Customer owned small qualifying facilities (SQF).

1. The Customer will be compensated monthly for all energy received from the SQF less the Customer charge. The schedule for these payments is subject to annual review.
2. If the SQF is located at a site outside of the Company's service territory and energy is delivered to the Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between the point of metering and the point of delivery.

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Fergus Falls, Minnesota

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- 3. If required, a separate meter will be furnished, owned and maintained by the Company to measure the energy to the Company. Separate monthly charges may apply for any additional metering installed by the Company at the Customer's request. T
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- 4. The SQF shall make provisions for the installation of Company owned on-site metering. All energy received from and delivered to the Company shall be metered. On site use of the SQF output shall be unmetered for purposes of compensation unless the SQF desires to sell all its generated output to, and purchase all of its energy from, the Company. T
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- 5. In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.
- 6. The Customer shall pay for any increased capacity of the distribution equipment serving him and made necessary by the installation of the generator.
- 7. Power and energy purchased by the SQF from the Company shall be billed under the available retail rates for the purchase of electricity. T
- 8. The generator output must be compatible with the Company's system. The Customer's 60 hertz generator output must be at the voltage and phase relationship of the existing service or of one mutually agreeable to the Company and the Customer. T
- 9. The Customer will provide equipment to maintain a 100% power factor (+ or - 10%) during periods of generator operation.
- 10. The Company reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Company's equipment or with the equipment of other Company.
- 11. The Customer is required to follow the Company's interconnection process which requires that prior to installation, a detailed diagram of the generator and related equipment must be furnished to the Company for its approval. T
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- 12. The Customer shall execute an electric service agreement with the Company which may include, among other provisions, a minimum term of service.
- 13. The SQF shall indemnify and save harmless the Company from and against any and all claims for damages to property and injury or death to persons which may arise out of or



Fergus Falls, Minnesota

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be caused by the erection, maintenance, presence, operation or removal of the SQF or by any related act or omission of the SQF, its employees, agents, contractors or subcontractors. The SQF will keep in force, liability insurance against personal or property damage due to the installation, interconnection and operation of its electric generating facilities. The minimum amount of insurance coverage will be \$300,000.

- 14. Equipment shall be provided by the Customer that provides a means of preventing feedback to the Company during an outage or interruption of that system as well as a visible means to disconnect the generator from the Company that is readily accessible by Company employees. T
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- 15. The Customer shall install, own and maintain all equipment deemed necessary by the Company to assure proper parallel operation of the system.
- 16. Except in cases of emergency, the Customer will be notified in advance, personally or by telephone, whenever a disconnection of their generating facility is necessary. They will also be advised of the reason for, and the estimated duration of, the outage.
- 17. Any renewable energy credits associated with the renewable energy sold to the Company will be transferred to the Company and the renewable generator will be compensated an additional payment of \$3.00/MWh (\$0.00300/kWh), as shown in the payment schedule. C
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Fergus Falls, Minnesota

**SMALL POWER PRODUCER RIDER
 TIME OF DELIVERY ENERGY SERVICE**

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DESCRIPTION	RATE CODE
Time of Delivery Energy Service	70-903

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

AVAILABILITY: This rider is available to any Qualifying Facility not exceeding 100 kW of generating capacity.

CUSTOMER CHARGE: \$8.97 per month

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PAYMENT SCHEDULE: Effective:

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ENERGY CREDIT			
Base Avoided Costs		<u>On-Peak</u>	<u>Off-Peak</u>
	Summer	4.748¢ per kWh	2.773¢ per kWh
	Winter	3.941¢ per kWh	2.103¢ per kWh
Base Avoided Costs Plus Renewable Energy Credit		<u>On-Peak</u>	<u>Off-Peak</u>
	Summer	5.048¢ per kWh	3.073¢ per kWh
	Winter	4.241¢ per kWh	2.403¢ per kWh

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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.

SPECIAL CONDITIONS OF SERVICE: The minimum contracted term of service is 12 months.



Fergus Falls, Minnesota

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DEFINITIONS:

Summer On-Peak: June 1 through September 30, including those hours from 8:00 a.m. to 10:00 p.m., Monday through Friday, excluding holidays. C
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Summer Off-Peak: All other hours.

Winter On-Peak: October 1 through May 31, including those hours from 7:00 a.m. to 10:00 p.m., Monday through Friday, excluding holidays. C
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Winter Off-Peak: All other hours.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

TERMS AND CONDITIONS: The use of this rate requires that special precautions be taken in the design of associated metering and control systems. The following terms and conditions describe these precautions and shall be followed on all Customer-owned small qualifying facilities (SQF).

1. The Customer will be compensated monthly for all energy received from the SQF less the Customer charge. The schedule for these payments is subject to annual review. T
2. If the SQF is located at a site outside of the Company's service territory and energy is delivered to the Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between the point of metering and the point of delivery.
3. If required, a separate meter will be furnished, owned and maintained by the Company to measure the energy to the Company. Separate monthly charges may apply for any additional metering installed by the company at the Customer's request. T
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4. The SQF shall make provisions for the installation of Company owned on-site metering. All energy received from and delivered to the Company shall be metered. Onsite use of the SQF output shall be unmetered for purposes of compensation unless the SQF desires to sell all its generated output to, and purchase all of its energy from, the Company. T
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Fergus Falls, Minnesota

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5. In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.
6. The Customer shall pay for any increased capacity of the distribution equipment serving him and made necessary by the installation of the generator.
7. Power and energy purchased by the SQF from the Company shall be billed under the available retail rates for the purchase of electricity. T
8. The generator output must be compatible with the Company's system. The Customer's 60 hertz generator output must be at the voltage and phase relationship of the existing service or of one mutually agreeable to the Company and the Customer. T
9. The Customer will provide equipment to maintain a 100% power factor (+ or - 10%) during periods of generator operation.
10. The Company reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Company's equipment or with the equipment of other Company Customers.
11. The Customer is required to follow the Company's interconnection process which requires that prior to installation, a detailed diagram of the generator and related equipment must be furnished to the Company for its approval. T
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12. The Customer shall execute an electric service agreement with the Company which may include, among other provisions, a minimum term of service.
13. The SQF shall indemnify and save harmless the Company from and against any and all claims for damages to property and injury or death to persons which may arise out of or be caused by the erection, maintenance, presence, operation or removal of the SQF or by any related act or omission of the SQF, its employees, agents, contractors or subcontractors. The SQF will keep in force, liability insurance against personal or property damage due to the installation, interconnection and operation of its electric generating facilities. The minimum amount of insurance coverage will be \$300,000.
14. Equipment shall be provided by the Customer that provides a means of preventing feedback to the Company during an outage or interruption of that system as well as a visible means to disconnect the generator from the Company that is readily accessible by T
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Fergus Falls, Minnesota

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- Company employees. T
- 15. The Customer shall install, own and maintain all equipment deemed necessary by the Company to assure proper parallel operation of the system.
- 16. Except in cases of emergency, the Customer will be notified in advance, personally or by telephone, whenever a disconnection of their generating facility is necessary. They will also be advised of the reason for, and the estimated duration of, the outage.
- 17. Any renewable energy credits associated with the renewable energy sold to the Company will be transferred to the Company and the renewable generator will be compensated an additional payment of \$3.00/MWh (\$0.00300/kWh), as shown in the payment schedule. C
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Fergus Falls, Minnesota

**SMALL POWER PRODUCER RIDER
 DEPENDABLE SERVICE**

DESCRIPTION	RATE CODE
Dependable Service	70-904

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

AVAILABILITY: Available to any qualifying facility not exceeding 100 kW of generating capacity which is capable of delivering power and energy to the Company on a dependable basis.

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.

CUSTOMER CHARGE: \$8.97 per month

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PAYMENT SCHEDULE: For deliveries commencing on

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ENERGY PAYMENT			
Base Avoided Costs		<u>On-Peak</u>	<u>Off-Peak</u>
	Summer	4.748¢ per kWh	2.773¢ per kWh
	Winter	3.941¢ per kWh	2.103¢ per kWh
Base Avoided Costs Plus Renewable Energy Credit		<u>On-Peak</u>	<u>Off-Peak</u>
	Summer	5.048¢ per kWh	3.073¢ per kWh
	Winter	4.241¢ per kWh	2.403¢ per kWh

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Energy payment will be adjusted annually to reflect energy costs.

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Fergus Falls, Minnesota

CONTRACT TERM	CAPACITY PAYMENT
60 mos.	\$ 8.12 per kW
120 mos.	\$ 8.71 per kW
180 mos.	\$ 9.27 per kW
240 mos.	\$ 9.82 per kW
300 mos.	\$10.34 per kW
360 mos.	\$10.85 per kW
420 mos.	\$11.35 per kW

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Total capacity payment equals (accredited capacity value of the QF) times (capacity ratio) times (appropriate leveled capacity rate).

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Or if the Qualifying Facility is dispatchable by Otter Tail and tested under the Midwest Reliability Organization (MRO), then the capacity ratio automatically equals 1.

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SPECIAL CONDITIONS OF SERVICE:

1. A qualifying facility, desiring dependable service compensation shall execute a contract agreement for a term of 5, 10, 15, 20, 25, 30 or 35 years.
2. In the event that a qualifying facility terminates service, the Dependable Service severance penalty payment will be determined as follows:

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The remaining percentage of the contract term will be multiplied by the average capacity compensation per month and the result multiplied by six months. The average capacity compensation per month will be determined for the last three years or from the contract's initiation, whichever is the shorter period.

In addition, capacity compensation from the initiation of the contract will be recalculated at the capacity payment of the longest contract term filled. The following table illustrates the longest contract term filled given the number of months that payments were made:

<u>Months of Payments</u>	<u>Contract Term Filled</u>
0 - 119	60
120 - 179	120
180 - 239	180
240 - 299	240
300 - 359	300
360 - 420	360



Fergus Falls, Minnesota

The difference between the actual payments made and the recalculated payments must be repaid with interest. The interest rate used will be the average prime interest rate during the contract period prior to the severance.

- 3. Qualifying facility may select a total of 30 scheduled maintenance days per year, to be taken in two periods, neither of which shall be less than one week in duration at a time agreeable to the Company. A 30-day prior notice must be given to the Company before a scheduled maintenance period can be established.

Capacity payment for a monthly period in which scheduled maintenance has occurred will be the greater of the capacity payment using the regular billing procedure or the average billing capacity payment since the previous month in which a scheduled maintenance period occurred.

DEFINITIONS:

Dependable Service: Qualifying facility can deliver power at a minimum of 65% on-peak capacity factor in each month; can deliver power during the Company's winter and summer system peaks; and is accredited according to the Midwest Reliability Organization (MRO). C
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Capacity Factor: The number of Kilowatt-hours delivered during the month divided by the product of the accredited capacity times the number of hours in the month. The maximum capacity factor is 1.0.

Summer On-Peak: June 1 through September 30 including those hours from 8:00 a.m. to 10:00 p.m., Monday through Friday, excluding holidays. C
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Winter On-Peak: October 1 through May 31 including those hours from 7:00 a.m. to 10:00 p.m., Monday through Friday, excluding holidays C
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Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

TERMS AND CONDITIONS: The use of this rate requires that special precautions be taken in the design of associated metering and control systems. The following terms and conditions describe these precautions and shall be followed on all Customer-owned small qualifying facilities (SQF).



Fergus Falls, Minnesota

1. The Customer will be compensated monthly for all energy received from the SQF less the Customer charge. The schedule for these payments is subject to annual review. C
2. If the SQF is located at a site outside of the Company's service territory and energy is delivered to the Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between the point of metering and the point of delivery.
3. If required a separate meter will be furnished, owned and maintained by the Company to measure the energy to the Company. Separate monthly charges may apply for any additional metering installed by the Company at the Customer's request. T
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4. The SQF shall make provisions for the installation of Company owned on-site metering. All energy received from and delivered to the Company shall be metered. On site use of the SQF output shall be unmetered for purposes of compensation unless the SQF desires to sell all its generated output to, and purchase all of its energy from, the Company. T
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5. In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.
6. The Customer shall pay for any increased capacity of the distribution equipment serving him and made necessary by the installation of his generator.
7. Power and energy purchased by the SQF from the Company shall be billed under the available retail rates for the purchase of electricity. T
8. The generator output must be compatible with the Company's system. The Customer's 60 hertz generator output must be at the voltage and phase relationship of the existing service or of one mutually agreeable to the Company and the Customer. T
9. The Customer will provide equipment to maintain a 100% power factor (+ or - 10%) during periods of generator operation.
10. The Company reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Company's equipment or with the equipment of other company Customers.
11. The Customer is required to follow the Company's interconnection process which requires that prior to installation, a detailed diagram of the generator and related equipment must be furnished to the Company for its approval. T
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Fergus Falls, Minnesota

- 12. The Customer shall execute an electric service agreement with the Company which may include, among other provisions, a minimum term of service and generator capacity rating.
- 13. The SQF shall indemnify and save harmless the Company from and against any and all claims for damages to property and injury or death to persons which may arise out of or be caused by the erection, maintenance, presence, operation or removal of the SQF or by any related act or omission of the SQF, its employees, agents, contractors or subcontractors. The SQF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The minimum amount of insurance coverage will be \$300,000.
- 14. Equipment shall be provided by the Customer that provides a means of preventing feedback to the Company during an outage or interruption of that system as well as a visible means to disconnect the generator from the Company that is readily accessible by Company employees. T
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- 15. The Customer shall install, own and maintain all equipment deemed necessary by the Company to assure proper parallel operation of the system.
- 16. Except in cases of emergency, the customer will be notified in advance, personally or by telephone, whenever a disconnection of their generating facility is necessary. They will also be advised of the reason for, and the estimated duration of, the outage.
- 17. Any renewable energy credits associated with the renewable energy sold to the Company will be transferred to the Company and the renewable generator will be compensated an additional payment of \$3.00/MWh (\$0.00300/kWh), as shown in the payment schedule. C
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First Revision, Canceling Original

Electric Service – South Dakota – Index

<u>Section</u>	<u>Item</u>	<u>T</u>
1.00	GENERAL SERVICE RULES	
1.01	Scope of General Rules and Regulations	T
1.02	Application for Service	T
1.03	Deposits, Guarantees and Credit Policy	T
1.04	Customer Connection Charge	T
1.05	Contracts, Agreements and Sample Forms	T
2.00	RATE APPLICATION	
2.01	Assisting Customers in Rate Selection	T
2.02	Service Classification	T
3.00	CURTAILMENT OR INTERRUPTION OF SERVICE	
3.01	Disconnection of Service	T
3.02	Curtailment or Interruption of Service	T
3.03	N/A (section reserved for future use)	T
3.04	N/A (section reserved for future use)	T
3.05	Continuity of Service	T



(Continued)

Electric Service – South Dakota – Index

<u>Section</u>	<u>Item</u>	<u>T</u>
4.00	METERING & BILLING	
4.01	Meter and Service Installations	T
4.02	Meter Readings	T
4.03	Estimated Readings	T
4.04	Meter Testing	T
4.05	Access to Customer Premises	T
4.06	Establishing Demands	T
4.07	Monthly Billing Period and Prorated Bills	T
4.08	Electric Service Statement - Identification of Amounts and Meter Reading	T
4.09	Billing Adjustments	T
4.10	Payment Policy	T
4.11	Even Monthly Payment (EMP) Plan	T
4.12	Summary Billing Services	T
4.13	Account History Charge	T
4.14	Combined Metering	T
5.00	STANDARD INSTALLATION AND EXTENSION RULES	
5.01	Extension Rules and Minimum Revenue Guarantee	T
5.02	Special Facilities	T
5.03	Temporary Services	T
5.04	Standard Installation	T
5.05	Service Connection	T
6.00	USE OF SERVICE RULES	
6.01	Customer Equipment	T
6.02	Use of Service; Prohibition on Resale	T



(Continued)

Electric Service – South Dakota – Index

Section *Item* _____ T

7.00 COMPANY’S RIGHTS

7.01		Waiver of Rights or Default	T
7.02		Modification of Rates, Rules and Regulations	T

8.00 GLOSSARY AND SYMBOLS

8.01		Glossary	T
8.02		Definition of Symbols	T

Rate Schedules & Riders

9.00 RESIDENTIAL AND FARM SERVICES

9.01		Residential Service	T
9.02		Residential Demand Control Service	T
9.03		Farm Service	T

10.00 GENERAL SERVICES

10.01		Small General Service (Less than 20kW)	T
10.02		General Service (20kW or Greater)	T
10.03		Large General Service	T
10.04		Commercial Service – Time of Use	T
10.05		Large General Service – Time of Day	T



(Continued)

Electric Service – South Dakota – Index

<i>Section</i>	<i>Item</i>	T
11.00	OTHER SERVICES	
11.01	Standby Service	T
11.02	Irrigation Service	T
11.03	Outdoor Lighting – Energy Only	T
11.04	Outdoor Lighting	T
11.05	Municipal Pumping Service	T
11.06	Civil Defense – Fire Sirens	T
12.00	POWER PRODUCER RIDERS & APPLICABILITY MATRIX	
12.01	Small Power Producer Rider – Occasional Delivery Energy Service	T
12.02	Small Power Producer Rider – Time of Delivery Energy Service	T
12.03	Small Power Producer Rider – Dependable Service	T
13.00	MANDATORY RIDERS & APPLICABILITY MATRIX	
13.01	Fuel Adjustment Clause Rider <ul style="list-style-type: none"> • <i>Applicable to all services and riders unless otherwise stated in the mandatory riders matrix</i> 	T
13.02	N/A (reserved for future use)	T
13.03	N/A (reserved for future use)	T
13.04	Energy Efficiency Project (EEP) Rider	T



(Continued)

Electric Service – South Dakota – Index

Section *Item* _____ T

14.00 VOLUNTARY RIDERS & APPLICABILITY MATRIX

14.01	Water Heating – Controlled Service	T
14.02	Real Time Pricing Rider	T
14.03	Large General Service Rider	T
14.04	Controlled Service – Interruptible Load (CT Metering) Rider	T
14.05	Controlled Service – Interruptible Load (Self-Contained Metering) Rider	T
14.06	Controlled Service – Deferred Load Rider	T
14.07	Fixed Time of Delivery Rider	T
14.08	Voluntary Air Conditioning Control Rider (CoolSavings)	T
14.09	Voluntary Renewable Energy Rider (TailWinds)	T
14.10	N/A (section reserved for future use)	T
14.11	Released Energy Access Program (REAP) Rider	T
14.12	Bulk Interruptible Service Application and Pricing Guide	T

15.00 COMMUNITIES SERVED

15.00	South Dakota Communities Served	T
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16.00 SUMMARY OF CONTRACTS WITH DEVIATIONS

16.00	Summary of Contracts with Deviations	T
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