

Volume 3

Proposed Tariff Sheets  
Non-Redlined



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Title Page  
ELECTRIC RATE SCHEDULE  
Title Page

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**TARIFF SCHEDULES**

**Volume II**

**Applicable to Electric SERVICE**

**of**

**Otter Tail Power Company**

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
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Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

Page 1 of 1

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

Second Revised Sheet No. 1, Cancelling First Revised Sheet No. 1

## Electric Service – South Dakota – Index

Section      Item

### 1.00      GENERAL SERVICE RULES

1.01	Scope of General Rules and Regulations
1.02	Application for Service
1.03	Deposits, Guarantees and Credit Policy
1.04	Customer Connection Charge
1.05	Contracts, Agreements and Sample Forms
1.06	N/A (section reserved for future use)
1.07	N/A (section reserved for future use)
1.08	N/A (section reserved for future use)

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### 2.00      RATE APPLICATION

2.01	Assisting Customers in Rate Selection
2.02	Service Classification

### 3.00      CURTAILMENT OR INTERRUPTION OF SERVICE

3.01	Disconnection of Service
3.02	Curtailment or Interruption of Service
3.03	N/A (section reserved for future use)
3.04	N/A (section reserved for future use)
3.05	Continuity of Service



(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 4.00      METERING and BILLING

T

4.01	Meter and Service Installations
4.02	Meter Readings
4.03	Estimated Readings
4.04	Meter Testing
4.05	Access to Customer Premises
4.06	Establishing Demands
4.07	Monthly Billing Period and Prorated Bills
4.08	Electric Service Statement - Identification of Amounts and Meter Reading
4.09	Billing Adjustments
4.10	Payment Policy
4.11	Even Monthly Payment (EMP) Plan
4.12	Summary Billing Services
4.13	Account History Charge
4.14	Combined Metering

### 5.00      STANDARD INSTALLATION AND EXTENSION RULES

5.01	Service Connection
5.02	Voltage Classification
5.03	Facilities Definitions, Installations and Payments
5.04	Extension Rules and Minimum Revenue Guarantee
5.05	Temporary Service

L  
C  
C  
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L

### 6.00      USE OF SERVICE RULES

6.01	Customer Equipment
6.02	Use of Service; Prohibition on Resale



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Index

ELECTRIC RATE SCHEDULE

South Dakota Index

Second Revised Sheet No. 3 Cancelling First Revised Sheet No. 3

(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 7.00      COMPANY'S RIGHTS

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

### 8.00      GLOSSARY AND SYMBOLS

8.01	Glossary
8.02	Definition of Symbols

## Rate Schedules and Riders

T

### 9.00      RESIDENTIAL AND FARM SERVICES

9.01	Residential Service
9.02	Residential Demand Control Service
9.03	Farm Service

### 10.00      GENERAL SERVICES

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



Fergus Falls, Minnesota

(Continued)

## Electric Service – South Dakota – Index

Section      Item \_\_\_\_\_

### 11.00      OTHER SERVICES

11.01	Standby Service
11.02	Irrigation Service
11.03	Outdoor Lighting – Energy Only – Dusk to Dawn
11.04	Outdoor Lighting – Dusk to Dawn
11.05	Municipal Pumping Service
11.06	Civil Defense – Fire Sirens

T

T

### 12.00      POWER PRODUCER RIDERS AND APPLICABILITY MATRIX

T

12.01	Small Power Producer Rider – Occasional Delivery Energy Service
12.02	Small Power Producer Rider – Time of Delivery Energy Service
12.03	Small Power Producer Rider – Dependable Service

### 13.00      MANDATORY RIDERS AND APPLICABILITY MATRIX

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13.01	Fuel Adjustment Clause Rider <ul style="list-style-type: none"><li>• <i>Applicable to all services and riders unless otherwise stated in the mandatory riders matrix</i></li></ul>
13.02	N/A (reserved for future use)
13.03	N/A (reserved for future use)
13.04	Energy Efficiency Project (EEP) Rider



Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Index

ELECTRIC RATE SCHEDULE

South Dakota Index

Second Revised Sheet No. 5 Cancelling First Revised Sheet No. 5

## Electric Service – South Dakota – Index

Section      Item

### 14.00      VOLUNTARY RIDERS AND APPLICABILITY MATRIX      T

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

### 15.00      COMMUNITIES SERVED

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

16.00	Summary of Contracts with Deviations
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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 the Company Tariffs and Riders shall have those meanings given in Section 8.01, the Glossary.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.02  
**ELECTRIC RATE SCHEDULE**  
**Application for Service**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

## Section 1.02 APPLICATION FOR SERVICE

Anyone desiring electric service from the Company must make application to the Company before commencing the use of the Company's 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 shall be 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.

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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), unless evidence is provided that the person is an emancipated minor. 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, or it is determined that the Customer does not qualify for service under the current selected rate(s). The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company. If the Customer initiates a request to change service to a different rate, the Customer shall not be permitted to change back to the originally applicable rate for a period of one year, unless it is determined that the Customer does not qualify for service under the current rate(s). The Customer shall provide the Company at least 45 days prior notice in the event of any requested change.

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## 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.

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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 unpaid bills on the Account.

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Whenever service has been disconnected for nonpayment of a bill, before reconnection is made, the Company has the right to require the Customer to 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.

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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

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*(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.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.04  
**ELECTRIC RATE SCHEDULE**  
**Customer Connection Charge**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

## 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 an additional Meter is added at the same location for a different type of service for an existing Customer.

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**CONNECTION CHARGE AFTER DISCONNECT FOR NONPAYMENT:** Prior to reconnection following disconnection for nonpayment, a connection charge of \$15.00 is due and payable.

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**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. The charge will be in addition to any charges that may be due on account of the unauthorized reconnection, pursuant to Section 3.01 of these General Rules and Regulations.

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**TEMPORARY METER SOCKET DETACHMENT AND REATTACHMENT CHARGE:** Customers can request temporary socket attachment and reattachment of Customer-owned Meter sockets, masts, or conduits on Customer-owned property. The Company service representative may decline the request at the service representative's discretion if the detachment would affect other Customers, or is determined to be unnecessary to meet the Customer's needs. The fee for a temporary socket attachment is \$50.00 fee and will be identified on the monthly bill as a "Service call, Meter socket."

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**ADDITIONAL CHARGES:** The Company is not required to perform a reconnection outside its normal business hours. Reasonable effort will be given to restore service within 24 hours of the Customer's reconnection request. 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. The overtime charge is equal to the average overtime cost the Company incurs for its service representatives. 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.

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## **Section 1.05 CONTRACTS, AGREEMENTS AND SAMPLE FORMS**

The following contracts, agreements and sample forms are listed in Section 1.05:

- Electric Service Agreement, Sheet No. 2
- Irrigation Electric Service Agreement, Sheet No. 4
- Outdoor Lighting and Municipal Services Agreement, Sheet No. 6
- Summary Billing Service Contract, Sheet No. 9
- Guarantee in Lieu of Deposit, Sheet No. 10
- Controlled Service Agreement Waiver, Sheet No. 11
- Electric Service Statement, Sheet No. 12
- Adjusted Electric Service Statement, Sheet No. 14
- Notice of Proposed Disconnection, Sheet No. 16
- Customer Deposit Refund Record, Sheet No. 18
- Customer Deposit Receipt, Sheet No. 19
- Even Monthly Payment Brochure, Sheet No. 20
- Ready Check Brochure, Sheet No. 22



South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
**Contracts, Agreements and Sample Forms**

Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(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 Power Company (the "Company"), a Minnesota corporation.

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

1. The Customer agrees to purchase and receive from the Company Electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its approved Tariff with the South Dakota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. T  
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2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. Customer shall receive service at \_\_\_\_\_ County of \_\_\_\_\_, State of SD.
3. The Company shall supply to 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, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$ \_\_\_\_\_. T  
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4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the Customer chooses to participate in during the entire term of this agreement. N  
N  
N  
N
5. The Customer agrees that the Company 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 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. The Company 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. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's Tariffs, or for the full payment of amounts required pursuant to paragraph 7 of this agreement. N  
N  
N  
N  
N
7. If applicable, as required by the Company Tariff for service extension costs, 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 the Company'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 the Company and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, the Company shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to the Company the unpaid balance of the Minimum Total Payment. T
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 POWER COMPANY

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

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

(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 Power Company (the  
"Company"), a Minnesota corporation.

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

1. The Customer agrees to purchase and receive from the Company electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its approved tariff with the South Dakota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical energy in accordance with the Company's rate schedule as filed with and approved by the South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. T
2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. Customer shall receive service at \_\_\_\_\_ County of \_\_\_\_\_, State of SD. T
3. The Company shall supply to the Customer \_\_\_\_\_ phase electric service, at such voltage as determined by the economically available source of supply. The Customer will report the reading of its meter once each month or when requested to do so by the Company. T
4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. N  
N  
N  
N
5. The Customer agrees that the Company 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 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. The Company 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 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. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's tariffs, or for the full payment of amounts required pursuant to paragraphs 7 and 8 of this agreement. N  
N  
N  
N  
N
7. If applicable, Customer has elected to build or purchase the extension of lines not needed to serve other customers of the Company, and the point of line extension at which Customer-owned line extension meets with the Company-owned line is at: \_\_\_\_\_. Customer shall be responsible to ensure that the line extension on Customer's side of the metering point meets applicable electric codes and standards. Unless otherwise stated in this Agreement, all equipment on Customer's side of this metering point is owned by Customer, and all equipment on the Company's side of the metering point is owned by the Company. Unless otherwise agreed to by the Company in writing, the Company shall not maintain or operate Customer's line or equipment and T  
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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

First Revised Sheet No. 4 Cancelling Original Sheet No. 4

(Continued)

Customer is required to operate and maintain its line and equipment at Customer's own expense. Exceptions (if any) are as follows: \_\_\_\_\_. If at any time, in the opinion of the Company, that portion of the line extension owned by Customer interferes with the operation of the Company's line or system, or shall be a hazard to persons or property, the Company reserves the right to discontinue service until Customer's line extension has been restored to a safe and proper condition.

8. As required under its Electric Rate Schedule for this service, the Customer shall pay an annual fixed charge to compensate the Company 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 Special Facilities charges as identified in Section 5.03 of the General Rules and Regulations for rebuilding or cost of capacity increase in lines or apparatus, necessitated because of the Customer's irrigation pumping load. The Company's total investment is \$ \_\_\_\_\_. The Customer elects to pay this charge as follows: \_\_\_\_\_

Annual Fixed Charge is: \_\_\_\_\_ Equal to 18% of the Investment of the Company, which annual amount for Customer is \$ \_\_\_\_\_, paid in seven equal monthly payments. \_\_\_\_\_

Or \_\_\_\_\_

\_\_\_\_\_ 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 the Company, which annual amount for the Customer is \$ \_\_\_\_\_, paid in seven equal monthly payments. \_\_\_\_\_

9. The Company shall have the right to transmit electric energy over any and all extensions of lines used to supply 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 Customer.
10. 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 POWER COMPANY

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





Fergus Falls, Minnesota

First Revised Sheet No. 5 Cancelling Original Sheet No. 5

(Continued)

### OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between Otter Tail Power Company (the "Company"), a Minnesota corporation, 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 the Company electric Energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its approved tariff with the South Dakota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. T  
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T
2. The Company shall provide and the Customer shall pay for the services specified in this Agreement for a term of 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. The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's tariffs, or for the full payment of amounts required pursuant to paragraph 15 of this agreement. N  
N  
N  
N
3. 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. \_\_\_\_\_  
Account No. \_\_\_\_\_

4. The Customer elects to receive, and the Company shall provide, the following outdoor lighting service at the following location(s) \_\_\_\_\_: T

\_\_\_\_\_ 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

5. 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 4 above, except by T



South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
**Contracts, Agreements and Sample Forms**

Fergus Falls, Minnesota

First Revised Sheet No. 6 Cancelling Original Sheet No. 6

(Continued)

mutual consent of the parties.

6. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
7. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above. N  
N  
N

**MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)**

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

8. The Company 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.
9. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
10. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above. N  
N  
N

**FIRE SIRENS (GOVERNMENTAL ENTITY)**

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

11. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer's fire/warning sirens listed below.
12. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
13. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above. N  
N  
N

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			

**GENERAL PROVISIONS**

14. The Customer agrees that the Company 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,



Fergus Falls, Minnesota

First Revised Sheet No. 7 Cancelling Original Sheet No. 7

(Continued)

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 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. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.

15. If applicable, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the General Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$ \_\_\_\_\_. T T
16. 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 POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER

By \_\_\_\_\_

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



Fergus Falls, Minnesota

First Revised Sheet No. 8 Cancelling Original Sheet No. 8

(Continued)



## SUMMARY BILLING SERVICE CONTRACT

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

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

### Customer Authorization

Customer authorizes Otter Tail Power Company ("Company") to provide Summary Billing Service according to the Company's General Rules and Regulations (on file with the Commission), as the same may be changed from time to time. The Customer accounts to be included for Summary Billing Services shall be attached to this contract. The terms and conditions of this contract are listed in Section 4.12 of the Company General Rules and Regulations. Customer agrees to either send in the most recent copy of all bills selected for summary billing OR complete the Summary Billing Service Worksheet.

T  
T  
T  
T  
T  
TL

### 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. The change must be accepted by the Company.

N  
L

### 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 Customer in writing at the time of cancellation.

### Liability

The Company shall not be liable for any customer costs that may result from actions by the Company pursuant to the approved tariff, including: 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.

N  
N  
N  
N  
N

### Approval Signatures

Otter Tail Power Company

Customer Representative

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

Title

Title

Date

Date



Fergus Falls, Minnesota

First Revised Sheet No. 9 Cancelling Original Sheet No. 9

(Continued)



**Guarantee in lieu of deposit**

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

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

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

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

I, \_\_\_\_\_ ("Guarantor"), guarantee to 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.
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 months.
4. I give the Company 30 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)

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

\_\_\_\_\_  
(Phone # of Guarantor)

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

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

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

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

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

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



Fergus Falls, Minnesota

First Revised Sheet No. 10 Cancelling Original Sheet No. 10

(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 a reduced rate to customers who have electrical loads that can be shut off during "peak" demand periods. T

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 operationally available 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. T

While Otter Tail Power Company does not specify what type of alternate fuel must be used, Customers who choose to have a hand fired (non-automatic) 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. T

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 or other fixtures. Other damage could also result from freezing temperatures in the structure. T

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 to my property by using a hand fired (non-automatic) backup heating system, T

I plan to use a (type of fuel) \_\_\_\_\_, as my backup heating system. I understand, agree to, and accept the risks or damage to my property in the event that there is no backup heating system. It is my choice, however, to take Controlled Service 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. T

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

OTP Form 1213 - 2010

White - Customer Yellow - OTP file



South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

Fergus Falls, Minnesota

First Revised Sheet No. 11 Cancelling Original Sheet No. 11

(Continued)

**ELECTRIC SERVICE STATEMENT**

01 1 \* 5 0004

☐ Check for mailing address change  
(see reverse side)

Energy Share Donation \$ \_\_\_\_\_



404 S 2ND ST  
PO BOX 392  
MILBANK SD 57252-0392

14000198 3 000017200 10

OTTER TAIL POWER COMPANY  
PO BOX 6000  
WAHPETON ND 58074-6000



MARY CUSTOMER  
1234 ELM ST E  
ANYTOWN, SD 57252-0496



Due Date: **Apr 28, 2010**  
Amount Due: **\$172.00**

This is a Ready  
Check account.  
The amount paid  
by your bank  
this month was  
\$172.00.

Your payment is recorded upon receipt.

Please allow sufficient mailing time. **COPY-DO NOT PAY**

15 - 04 - 042 **15-123456-3** **\$172.00** EMP

**Status of Your Account**



Account Number: **15-123456** Access Code: **0544**  
MARY CUSTOMER

1234 ELM ST E  
ANYTOWN, SD 57252

Billing Date: **Apr 07, 2010**

Previous Payment:  
03/08/10 172.00

Amount Due: **\$172.00**

We're here to answer any questions,  
concerns, or complaints you might  
have about your bill.  
Call us at 605-432-4579, or toll-free at  
1-800-257-4044.  
Visit or write our office at:  
404 S 2ND ST  
PO BOX 392  
MILBANK SD 57252-0392

**Even Monthly  
Payment Status** \*\* ANNUAL EMP REVIEW [www.otpc.com](http://www.otpc.com)

Current billing 234.33

Plus your EMP balance from last month 70.47

Less payment by Ready Check this month 172.00

Unpaid balance included in next 12 EMP payments 132.80

**\*\*\* Your next EMP payment will be \$ 195.00 \*\*\***

**Account Detail**

01. Residential Service	02. Water Heating Control-Mtrd	03. Other Charges/Credits	
04/01/10 Reading 73474	04/01/10 Reading 25465	Energy Efficiency Adj 1.70	
03/02/10 Reading 70913	03/02/10 Reading 25318	Energy Adjustment 1.73	
		2708 kwh @ .00064 13.26	
Kilowatt Hours Used 2561	Kilowatt Hours Used 147	Sales Tax	
Customer Charge 7.00	Customer Charge 1.00		
500 kwh at .08713 43.57	Facilities Charge 1.00		
2061 kwh at .07596 156.55	147 kwh at .05799 8.52		

Total: (01) 207.12 Total: (02) 10.52 Total: (03) 16.69  
Current Billing: 234.33

More account information on back.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

Fergus Falls, Minnesota

First Revised Sheet No. 12 Cancelling Original Sheet No. 12

(Continued)

Change of mailing address:

14 - 04 - 042 - 000198 \$172.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE # (      ) \_\_\_\_\_

**NOTICE ABOUT CREDIT CARD PAYMENTS:**

Credit card payments are now processed by Princeton eCom. A \$3.25 convenience fee collected by Princeton eCom applies for each transaction, with a payment limit of \$350 per transaction.

To pay by credit card call 800-729-7427 or go online: [www.otpc.com](http://www.otpc.com). Your OTP account number and access code are required. (Find on the front side of your bill.)

Cards accepted: VISA MasterCard Discover

**PLEASE DO NOT WRITE CREDIT CARD INFORMATION ON YOUR BILL STUB.**

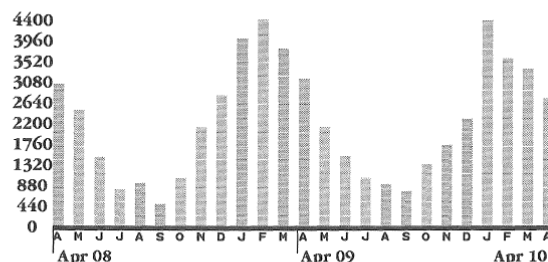
For about \$25 a month an electric water heater will provide all the hot water you need.

Receive a \$200 rebate for installing an 80-gallon or larger electric water heater. Units must have a minimum energy factor of .90 and be placed on controlled service.

Stay away from downed electrical lines.

**Your KWH Usage at a Glance**

TOTAL KWH USAGE FOR THE LAST 25 MONTHS



Average kwh per day: 90  
Average daily cost: 7.81  
Current billing days: 30

The temperature this billing period averaged 7 degrees warmer than the same period last year and 0 degrees warmer than the last billing period.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota





Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

First Revised Sheet No. 13 Cancelling Original Sheet No. 13

**ADJUSTED ELECTRIC SERVICE STATEMENT**

01 0 \* 4 0200



Check for mailing address change  
(see reverse side)

Energy Share Donation \$ \_\_\_\_\_



404 S 2ND ST  
PO BOX 392  
MILBANK SD 57252-0392

14032922 8 000030610 12



OTTER TAIL POWER COMPANY  
PO BOX 6000  
WAHPETON ND 58074-6000



MARY CUSTOMER  
1234 ELM ST E  
ANYTOWN, SD 57252-0496



Due Date: **Apr 02, 2010**

Amount Due: **\$306.10**

Your payment is recorded upon receipt.

Please return this stub with your payment.

Please allow sufficient mailing time.

If paying in person, bring the entire bill.

15 - 09 - 083

15-123456-8

\$306.10

**Status of Your Account**

**ADJUSTED BILL**

Account Number: **15-123456**

Access Code: **4029**

MARY CUSTOMER

1234 ELM ST E  
ANYTOWN, SD 57252

Billing Date: Mar 12, 2010

Previous Payment: 10/05/09 152.88

Previous Balance 204.46

\*Late Payment Charge 5.07

Current Billing: 96.57

Amount Due: **\$306.10**

We're here to answer any questions,  
concerns, or complaints you might  
have about your bill.  
Call us at 605-432-4579, or toll-free at  
1-800-257-4044.

Visit or write our office at:

404 S 2ND ST  
PO BOX 392  
MILBANK SD 57252-0392

www.otpc.com

\*If payment is not credited to your  
account by Apr 02, 2010, a late  
payment charge of 1.5% (18% per year)  
plus \$2.00 will be charged.

**Account Detail**

**01. Residential Service**

A 03/08/10 Reading 24285

02/05/10 Reading 23207

Kilowatt Hours Used 1078

Customer Charge 7.00

500 kwh at .08713 43.57

578 kwh at .07596 43.90

Total: (01) 94.47

**02. Other Charges/Credits**

Energy Efficiency Adj .68

Energy Adjustment 4.04CR

1078 kwh @ -.00375 5.46

Sales Tax

Total: (02) 2.10

\*A Indicates Adjusted Bill

Current Billing: 96.57

More account information on back.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

Fergus Falls, Minnesota

First Revised Sheet No. 14 Cancelling Original Sheet No. 14

(Continued)

Change of mailing address:

14 - 09 - 083 - 032922 \$306.10

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE # (     ) \_\_\_\_\_

**NOTICE ABOUT CREDIT CARD PAYMENTS:**

Credit card payments are now processed by Princeton eCom. A \$3.25 convenience fee collected by Princeton eCom applies for each transaction, with a payment limit of \$350 per transaction.

To pay by credit card call 800-729-7427 or go online: [www.otpc.com](http://www.otpc.com). Your OTP account number and access code are required. (Find on the front side of your bill.)

Cards accepted: VISA MasterCard Discover

**PLEASE DO NOT WRITE CREDIT CARD INFORMATION ON YOUR BILL STUB.**

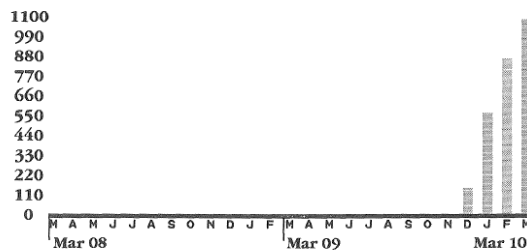
Even Monthly Payment (EMP) levels out your monthly bill amount.

Pair EMP with ePay-our free electronic bill-payment service-to simplify managing your account.

Let us cycle your cooling system during peak periods. Stay cool and save with a \$7-a-month credit June through September with CoolSavings. Call 800-493-3299.

**Your KWH Usage at a Glance**

**TOTAL KWH USAGE FOR THE LAST 25 MONTHS**



Average kwh per day: 34  
Average daily cost: 3.12  
Current billing days: 31

The temperature this billing period averaged 2 degrees cooler than the same period last year and 2 degrees warmer than the last billing period.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

First Revised Sheet No. 15 Cancelling Original Sheet No. 15

(Continued)

## NOTICE OF PROPOSED DISCONNECTION

00001 200 4

### NOTICE OF PROPOSED DISCONNECTION

**OTTER TAIL**  
POWER COMPANY  
404 S 2ND ST  
PO BOX 392  
MILBANK SD 57252-0392

000020937 16

OTTER TAIL POWER COMPANY  
PO BOX 6000  
WAHPETON ND 58074-6000

PO BOX  
SD

|||||

Total Amount Due: \$209.37  
Disconnect Amount: \$144.26  
Disconnect Date: May 03, 2010  
\$209.37

Account Number: - - Service Location: MAIN ST  
SD

### DISCONNECTION NOTICE

**OTTER TAIL**  
POWER COMPANY

If you have already sent your payment, please  
accept our thanks and disregard this notice.

YOUR ELECTRIC SERVICE AT: MAIN ST  
SD  
  
WILL BE SUBJECT TO DISCONNECTION AFTER 10 AM May 03, 2010  
BECAUSE YOUR ACCOUNT IS PAST DUE IN THE AMOUNT OF \$144.26

Account Number: -  
  
MAIN ST  
SD  
  
ACCESS CODE:

IF FULL PAYMENT OF \$144.26 IS NOT RECEIVED AT PO BOX 6000,  
WAHPETON, ND ON OR BEFORE 10 AM MAY 03 YOUR ELECTRIC  
SERVICE WILL BE SUBJECT TO DISCONNECTION.

If you have any questions about the disconnect amount or need to make  
arrangements for payment, call Otter Tail at 605-432-4579, or our toll free  
number 1-800-257-4044 in Milbank, South Dakota between 8 a.m. and 5 p.m.  
Monday-Friday.

Anyone with an unresolved dispute may request appeal and mediation from the  
South Dakota PUC, Capitol Bldg, Pierre, SD 57501 or call 605-773-3201 or  
1-800-332-1782.

Total Amount Due: \$209.37

If your electric service has been disconnected, the disconnect amount plus a  
reconnection charge will be required.  
  
If your electric service has been disconnected, a deposit may become due.  
  
Dates and amounts due from prior notices remain in effect.



*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
**Contracts, Agreements and Sample Forms**

Fergus Falls, Minnesota

*First Revised Sheet No. 16 Cancelling Original Sheet No. 16*

*(Continued)*

**NOTICE ABOUT CREDIT CARD PAYMENTS:**

Credit card payments are now processed by Princeton eCom. A \$3.25 convenience fee collected by Princeton eCom applies for each transaction, with a payment limit of \$350 per transaction.

To pay by credit card call 800-729-7427 or go online: [www.otpc.com](http://www.otpc.com). Your OTP account number and access code are required. (Find on the front side of this notice.)

Cards accepted: VISA MasterCard Discover

**PLEASE DO NOT WRITE CREDIT CARD  
INFORMATION ON THIS NOTICE/PAYMENT STUB**



Fergus Falls, Minnesota

First Revised Sheet No. 17 Cancelling Original Sheet No. 17

(Continued)

## CUSTOMER DEPOSIT REFUND RECORD

CIS615\* C U S T O M E R D E P O S I T R E F U N D R E C O R D  
NAME ACCT NO /16/2002 1  
TOWN ADDRESS  
CREDIT RATING CREDIT HISTORY  
DEP NO DATE DEP AMT DEP NO DATE DEP AMT  
MAILING ADDRESS  
TURN ON DATE  
TURN OFF DATE  
FINAL BILL  
LESS DEPOSITS  
LESS INTEREST  
BALANCE



Fergus Falls, Minnesota

First Revised Sheet No. 18 Cancelling Original Sheet No. 18

(Continued)

## CUSTOMER DEPOSIT RECEIPT

PRESERVE THIS RECEIPT. ITS SURRENDER WILL AID YOU IN OBTAINING A REFUND  
**THIS RECEIPT IS NOT TRANSFERABLE**

Town \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_\_

Received of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

As a deposit to secure payment of amounts due the company, this deposit shall earn interest in accordance with applicable laws and regulations per annum until service is discontinued or disconnected for non-payment of bills due to the company, but not thereafter, and will be repaid with interest to the depositor when the service is discontinued or disconnected for non-payment of bills due the company provided all obligations of the depositor to the company have been discharged; or will be applied to the liquidation of the account.

**This Receipt is not Transferable**

Service Address \_\_\_\_\_ Otter Tail Power Company

Account No. \_\_\_\_\_ By \_\_\_\_\_

White - Original - Customer copy

Yellow - Office Copy

Pink - Remains in Book

**PRESS FIRMLY WHEN WRITING—THREE COPIES**

OTP Form 722 - 10/96



SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

(Continued)

First Revised Sheet No. 19 Cancelling Original Sheet No. 19

## **EVEN MONTHLY PAYMENT BROCHURE**





Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

First Revised Sheet No. 20 Cancelling Original Sheet No. 20



## Even Monthly Payment

Even billing regardless of the season

Our Even Monthly Payment plan makes it easier for you to budget by averaging your electric bills for the past 12 months to project your monthly payments for the next year. So, whether it's the biting cold of January or the searing heat of August, you'll pay the same amount each month.

EMP doesn't change the amount of electricity you use or the rate you pay. It helps you manage your personal budget by setting in advance how much your electricity will cost each month.

If you accrue a credit balance, Otter Tail Power Company pays interest monthly on your average daily credit balance. We'll review your account quarterly and adjust your EMP amount if your electric use changes significantly during the year.

EMP is available to customers at no charge and if EMP doesn't work for you, you can return to conventional billing at any time.



### Sign up for EMP

Complete and return this enrollment form to your local customer service center.

*(Please print your name, address, and account number as it appears on your electric service statement.)*

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Account number ☐☐☐ — ☐☐☐☐☐☐☐

Home phone \_\_\_\_\_

Day phone \_\_\_\_\_

Email \_\_\_\_\_

Yes, I'd like to try Even Monthly Payment.  
I understand that I can return to conventional  
billing at any time if EMP doesn't work for me.

Signature \_\_\_\_\_

Please indicate if you would like to know more  
about other payment options.

☐ Send me information about Ready Check.

☐ Send me information about ePay.

Or call 800-257-4044.





Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
Contracts, Agreements and Sample Forms

First Revised Sheet No. 21 Cancelling Original Sheet No. 21

## READY CHECK BROCHURE



### Make budgeting easier with Even Monthly Payment

To make budgeting even easier, you can sign up for **Even Monthly Payment** at the same time you enroll in Ready Check by marking the box on the attached enrollment form. With EMP we average your electric service payments for the past 12 months to determine the amount you'll pay each month for the next year.

EMP doesn't change the amount of electricity you use or the rate you pay. It simply spreads your payments evenly over a 12-month period. We'll review your account every four months and adjust your monthly EMP amount if your electric use changes significantly during the year.

As with Ready Check, you can cancel your enrollment in EMP at anytime.

### Feel at home on the Internet?

If you prefer to pay your bills online, enroll in ePay, our free electronic bill-management service. Review your monthly statements online, set up automatic payments, or pay through our web site or by phone. To enroll, visit us online at [www.otpc.com](http://www.otpc.com).

For more information about Ready Check, EMP or ePay, visit us at [www.otpc.com](http://www.otpc.com) or call 800-257-4044.

  
PO Box 496  
Fergus Falls, MN 56538-0496  
[www.otpc.com](http://www.otpc.com)

6/08

## Ready Check



**On**  
for you

**Hassle-free  
automatic payments**



SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota




South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
**Contracts, Agreements and Sample Forms**

Fergus Falls, Minnesota

First Revised Sheet No. 22 Cancelling Original Sheet No. 22

(Continued)



**Ready Check**  
gives you  
one less thing  
to take care of.

#### Ready Check

Pay for your electric service through Ready Check, our convenient automatic payment program. You'll have one less thing to take care of when you authorize your bank to pay your monthly electric bill automatically.

With Ready Check you can:

- Avoid late or missed payments.
- Write fewer checks.
- Save postage.
- Eliminate office visits.
- Combine with Even Monthly Payment and know in advance your bill amount.

#### Pick your payment date

With Ready Check you can choose the payment date that best fits your budget as long as payment is within 25 days of your billing date. Your bank will deduct the amount of your bill from your checking account on the date you choose or on the following business day if your payment date falls on a weekend or a holiday.

You'll continue to receive a monthly electric service statement so you'll have a record of the amount your bank deducts from your account.

If Ready Check doesn't work for you, cancel the program at any time by providing written notice to Otter Tail Power Company.



#### Enrolling in Ready Check is easy

1. Complete this form (please print).
2. Attach a voided check to this form.
3. Return to Otter Tail Power Company  
PO Box 6000  
Wahpeton, ND 58074-6000.

*I authorize my bank to draw against my bank account to pay my monthly electric service bills from Otter Tail Power Company.*

*I would like to make payments on the \_\_\_\_\_ day of each month (must be within 25 days of your billing date.)*

#### Bank information

Name on account \_\_\_\_\_

Checking account number \_\_\_\_\_

Bank name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

#### Signature as shown on bank records

- ☐ Please enroll me in the Even Monthly Payment plan at the same time.  
(See reverse side for more information.)

Home phone \_\_\_\_\_

Daytime phone \_\_\_\_\_

Email \_\_\_\_\_

Your Otter Tail Power Company account number:

□□ - □□□□□□



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## **Section 1.06 RESERVED FOR FUTURE USE**



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**Section 1.07 RESERVED FOR FUTURE USE**



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## **Section 1.08 RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

## **RATE APPLICATION**

### **SECTION 2.01 ASSISTING CUSTOMERS IN RATE SELECTION**

If a Customer is eligible to receive service under more than one rate schedule, the Company will, upon notice of this fact, advise the Customer of all alternatives. 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 charges between the rate for which service was actually billed and another rate which is or may subsequently become available when the Company has complied with South Dakota law.



## Section 2.02 SERVICE CLASSIFICATION

**RESIDENTIAL SERVICE:** 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 service location 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.

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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.

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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



(Continued)

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 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.

**FARM SERVICE:** The Farm Service Rate shall apply to any Customer carrying on normal farming operations regardless whether the Farm is situated within or without the corporate limits of any city or village.

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Two or more families living either in the same farmhouse or in separate buildings but all concerned in the normal operation of the Farm may be centrally metered through one Meter and billed at the regular Farm rate, subject to the limitations contained in the Farm rate.

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A residence located adjacent to a Farm, but not being a part of the Farm operation shall be considered simply as a residence in a rural area and shall be metered separately and billed at the proper applicable rate.

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A Customer occupying Residential buildings, on a single Farm, for Residential and Farm purposes may have the Farm and Residential use measured by a single Meter and billed on the applicable Farm service rate. The Customer also has the option for separate metering of the Residential and Farm use, in which case the electricity consumed through each Meter will be billed at the applicable rate.

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## **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.

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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 a threat to the integrity of its electrical system or whenever requested to do so by any regional Reliability authority. If, in the Company's judgment 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.

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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.



## **Section 3.03 RESERVED FOR FUTURE USE**



## **Section 3.04 RESERVED FOR FUTURE USE**



### Section 3.05 CONTINUITY OF SERVICE

The Company will endeavor to provide continuous electric service, but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company 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 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 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.

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Fergus Falls, Minnesota

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

## METERING AND BILLING

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### Section 4.01 METER AND SERVICE INSTALLATIONS

The Company will furnish, install and maintain the metering equipment for each Account and rate schedule under which a metered service is supplied.

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Unless otherwise specified in applicable codes, inspections of the Company wiring in the Meter socket and current transformer cabinet (CT cabinet) are the responsibility of the Company. The Customer is responsible for inspection of the Customer's wiring 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.

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The Company reserves the right to require that, prior to connection of electric service, a Customer provides an affidavit or wiring certificate that the Customer's wiring has been inspected and is in compliance with all applicable codes and other requirements. The Company will connect electrical service to a previously served location without the requirement of an affidavit or wiring certificate if all of the following four conditions are met: 1) if discontinuation was made within the past two years, 2) as long as there is no change in the wiring, including the service drop, 3) if the wiring was acceptable at the time service was discontinued, and 4) if the service has not been moved.

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The Company will not connect electric service to a location not previously served 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.

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**METER INSTALLATION REQUIREMENTS:**

**Customer-furnished Self-Contained 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 shall be 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.

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**Company-furnished CT Metering:** If the service entrance requirements exceed 400 amp Single-phase or Three-phase, the Company will furnish the pre-wired metering, including current transformers, 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.

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**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 shall be 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 shall be furnished by the Customer. The Company will make the service connections at the Company side of the CTs and install the wiring between the CTs and the Meter. The Customer or contractor will install all remaining equipment, including CTs furnished by the Company.

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**METER SOCKET REQUIREMENTS:**

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

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**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 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 attached to the Meter socket and extend a minimum of 12

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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 shall be done by the Company.

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**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.

Minimum specifications:

- ☐ Cabinet must be UL (or other nationally-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

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



## Section 4.02 METER READINGS

Unless authorized by statute, rule, or other appropriate authority, readings of all Meters used for determining charges to Customers shall be made each month. The term “month” for Meter reading and billing purposes is the period between successive Meter reading dates, which shall be 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 and an estimated bill will be rendered for that billing period. The Company may use an estimated reading for up to two months as arrangements are made for a Company representative to contact the Customer. The Company may move the Meter to a self-read status when necessary.

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**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, and when there is a change in occupancy of the premises.

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## Section 4.03 ESTIMATED BILLING

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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, the Customer will have the option to choose to have final readings based on an estimate at the time the Customer requests that service be discontinued or an actual reading taken on the next available business day that the service representative can take a final Meter reading. Estimates will be made on the basis of previous average usage. All estimated readings are clearly marked as such.

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## 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, The refund or charge for both fast or slow Meters shall be based on corrected Meter readings for a period equal to one-half the time elapsed since the last testing of the Meter, but not to exceed 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.

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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.

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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



## **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 property as part of its normal course of business.

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## Section 4.06 ESTABLISHING DEMANDS

Demands shall be established as provided in the applicable rate schedule. In the absence of a Demand Meter recording installed at the Customer's service location, the Demand may be periodically established by measurement with an appropriate device .

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

The Company will attempt to read Meters as nearly as practicable to every 30 days. A period from 25 to 35 days inclusive shall be 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 blocks, Demand Charge, Facilities Charge, and any other monthly charges or credits for the applicable rate.

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**ELECTRIC RATE SCHEDULE**  
**Electric Service Bill – Identification of Amounts and Meter Reading**

Fergus Falls, Minnesota

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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

Rate schedules or services will be billed and identified on electric service statements. 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 statement that the Customer retains.

If a Governmental Unit collects or receives any payment or payments from the Company for or by reason of using the Governmental Unit's streets, alleys and public places, or for or by reason of operating the Company's utility business or any portion or phase thereof in the Governmental Unit, bills for electric service in that Governmental Unit 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 the Governmental Unit 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.





## 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).

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### Underbilled:

If a Customer is under-billed, the Company may recalculate the bills for service during the period of the error, 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.

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### Overbilled:

If a Customer is over-billed, the Company shall recalculate bills for service during the period of the error, 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.

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### 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.

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## Section 4.10 PAYMENT POLICY

The payment period shall not be less than 20 days 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 typically 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.

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

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If the 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 greater than \$5.00.

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The late payment charge per monthly Billing Period is 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 shall be credited against the Customer's oldest outstanding Account balance before the application of any late payment charge.

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The delinquent amount for Accounts on the Even Monthly Payment (EMP) plans 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.

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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 service location when available, or an estimate of use for that service location based on previous usage at the service location. 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.

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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. A debit balance for the settle-up month will roll into the new EMP amount and be collected over the next 12 months, unless the debit amount is \$10.00 or less, in which case the amount will be collected on the next billing statement. 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 a large regional bank.

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The Company will review the Account usage and EMP 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.

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Customers may cancel 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.

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## 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 the 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.

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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 the 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.

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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, Monthly Minimum Charges, and other monthly charges for the applicable rates.

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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 by the Customer and provided by the Company in excess of 10 Account history reports (whether associated with one or more Accounts), not to exceed \$100.00 per request set.

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## 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 service location 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.

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## STANDARD INSTALLATION AND EXTENSION RULES

### Section 5.01 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 at the service location, except when such loss or damage is beyond the reasonable control of the Customer.

Where the Customer has blocked or restricted access to the 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, shall be at the responsibility of the Customer.



(Continued)

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.

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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 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 shall 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.

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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.





## Section 5.02 VOLTAGE CLASSIFICATION

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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.

The Company provides service at the following nominal voltage levels:

### Service at Secondary Voltage

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Secondary voltage service is defined as Single- or Three- phase alternating current either 1) below 2,400 volts or 2) from 2,400 volts up to, but not including, 15,000 volts where the substation and Distribution systems are provided by the Company.

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### Service at Primary Voltage

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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 is provided by the Company and the Distribution system (including Distribution transformers, if any), is provided by the Customer.

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### Service at Transmission Voltage

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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 all facilities on the Customer side of the Meter.

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Transmission voltage service will be provided under the following conditions:

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1) Such service does not adversely affect the Reliability of the rest of the system or cause an expense on other Customers.

2) The Customer will be metered at a voltage determined by the Company and then adjusted, if necessary, to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.

### Service Installation

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The Company will install, own, and maintain on an individual project basis the



Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Section 5.04 Sheet No. 2

(Continued)

Distribution Facilities necessary to provide service. The Customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company.

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The Company will extend, on private property, to a Company-designated service location. The total cost of the Company facilities must not exceed 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 Fuel Adjustment Clause Rider, but including any base costs of Energy included in the Customer's rate schedule(s) the Customer is taking service under). 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 Section 5.03.

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When underground facilities are installed, such work will be subject to a Winter construction charge when Winter conditions exist where 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.

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## Section 5.03 FACILITIES, DEFINITIONS, INSTALLATIONS, AND PAYMENTS

"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.

"Distribution Facilities" are defined as all wires, poles, insulators, transformers, fixtures, underground cable, and other associated accessories and equipment, including substation equipment, rated below 41,600 volts, whose express function and purpose is for the Distribution of electrical power from the Company's Distribution substation directly to the Customer's point of connection. Distribution Facilities may also include a radial line rated equal to or greater than 41,600 volts dedicated to serve Customers on Transmission rates. 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.

"Transmission Facilities" are defined as poles, towers, wires, insulators, transformers, fixtures, underground cable, and other associated structures, accessories and equipment, including substation equipment, rated equal to or greater than 41,600 volts, whose express function and purpose is the transmission of electricity from a Generator to a substation or substations, and from one substation to another.

"Special Facilities" are non-Standard Facilities or the non-standard design or non-standard 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 reasonably determined by the Company to be adequate, facilities for intermittent Customer equipment, mobile home park Distribution systems, conversion from overhead to underground service, specific area or other special undergrounding, location and relocation or replacement of existing Company facilities.



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The Company is not obligated to provide any Special Facilities and may refuse to do so at its sole discretion.

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"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.

### **Facilities Installations**

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

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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 install Special Facilities, or 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 Governmental Unit if the Company 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, or Governmental Unit arranges for payment of the Excess Expenditures, or a requesting or ordering Governmental Unit elects that the Excess Expenditures be recovered by surcharge.

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ELECTRIC RATE SCHEDULE  
Facilities, Definitions, Installations, and Payments

Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Section 5.02 Sheet No. 3

(Continued)

*Special Facilities in Public Right-Of-Way*

Whenever a Governmental Unit 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 and not merely for the convenience for the local Governmental Unit, in connection with: 1) a present or future local government use of the right-of way for a public project; 2) the public health or safety; 3) the safety and convenience of travel over the 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.

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If the Governmental Unit requests or orders a facility other than the Standard Facilities, the Company will provide the Governmental Unit notification of the Excess Expenditures to be incurred for Special Facilities, compared to Standard Facilities. If the Governmental Unit 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.

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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 required from the Governmental Unit (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 Governmental Unit.

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*Underground Facilities Requirements*

The following provisions apply when replacing overhead facilities with underground facilities at the request of a Customer or Governmental Unit:

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When required, the Customer at Customer's expense, must engage an electrician to adapt the Customer's electrical facilities to accept service from the Company's underground facilities.

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

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**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

Fergus Falls, Minnesota

First Revised Sheet No. 4 Cancelling Original Section 5.02 Sheet No. 4

(Continued)

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 and the undergrounding is requested by the Customer or ordered by a Governmental Unit. These easements also will grant the Company access for inspection, maintenance, and repair of Company facilities.

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The Company must receive 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.

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Where a Governmental Unit is requesting undergrounding, the Governmental Unit 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 Governmental Unit 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.

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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.

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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 the Company facilities through the Customer conduit to the Customer's service equipment.

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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.

**Special Facilities Payments**

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Where the requesting or ordering Customer or Governmental Unit is required to prepay

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**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

Fergus Falls, Minnesota

*First Revised Sheet No. 5 Cancelling Original Section 5.02 Sheet No. 5*

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

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Payments required will be made on a nonrefundable basis and may be required in advance of construction unless other arrangements are agreed to in writing with the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a requesting party shall not change the Company's ownership interest or rights.

Charges for Special Facilities shall be an annual fixed charge of 18% of the costs associated with the Excess Expenditures billed in 12 equal monthly installments.

Alternatively, the Customer may prepay the Excess Expenditure amount and then, in lieu of the 18% annual fixed charge, pay an annual fixed charge of 3.5% of the Excess Expenditure amount billed in 12 equal monthly installments.

The monthly charge shall be discontinued if the Special Facilities are removed or if the Special Facilities eventually qualify as Standard Facilities.

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



Fergus Falls, Minnesota

**ELECTRIC RATE SCHEDULE**  
**Extension Rules and Minimum Revenue Guarantee**

*First Revised Sheet No. 1 Cancelling Original Section 5.01 Sheet No. 1*

**SECTION 5.04 EXTENSION RULES AND MINIMUM REVENUE GUARANTEE**

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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 applicable rate schedule(s) under which the Customer is taking service (not including any such amounts expected to be recovered through the Fuel Adjustment Clause Rider, but including any base costs of Energy included in the rate schedule(s) under which the Customer is taking service), the Company may require the Customer to sign an Electric Service Agreement guaranteeing a minimum payment of no less than three years use of electric service, and require the Customer to pay a deposit 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, including the service extension charges, over the period.

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

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If at the point of true-up at the end of the initial three-year contract 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 Fuel Adjustment Clause 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 when calculated based on actual usage 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 difference between the guaranteed minimum and the actual usage will be billed to the Customer.

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## Section 5.05 TEMPORARY SERVICES

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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.



Fergus Falls, Minnesota

## USE OF SERVICE RULES

### Section 6.01 CUSTOMER EQUIPMENT

The Company may require the Customer make changes to the Customer's equipment or system(s) at the Customer's expense, or pay the costs of the 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.

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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 1) require that a portion of the Customer's load be served through a separate service and Meter with separate billing; 2) refuse to serve problem loads; 3) discontinue service to existing loads; and/or 4) install non-standard Distribution Facilities and charge the Customer for the Excess Expenditure as provided for Special Facilities in Section 5.03 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.

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The Customer shall 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 shall 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**

The 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 shall receive such notice of any such modification as required by South Dakota Laws and South Dakota Administrative Rules.

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Fergus Falls, Minnesota

## GLOSSARY AND SYMBOLS

### Section 8.01 GLOSSARY

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

**Account** – The Customer-specific identifier for tracking the service the Company provides through a Meter(s) at a specific Customer service location. One Customer may have several Accounts within the Company's service territory.

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**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.

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**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 state agency that oversees the rates, and terms and conditions of investor-owned utilities. (See South Dakota Public Utilities Commission.)

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

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**Control Criteria** - The terms and guidelines governing the supply of electricity to non-firm electric loads.

**CT Metering** - A watthour 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.

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**Customer** – Any party that is involved in the purchase or sale of retail electrical Energy with the Company.

**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.



Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**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 to end-use consumers.

**Distribution Facilities** - Company facilities as defined in Section 5.03 of these General Rules and Regulations.

**Energy** – The 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 5.03 of these General Rules and Regulations.

**Facilities Charge** – An amount to be paid by the Customer on the basis of the Customer's design or metered Demand.

**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.

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

**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 kWh. One kWh is equal to 1,000 watt-hours. The total number of kWh charged to your bill is determined by your electricity use. For example, if you used a 100-watt light bulb for 10 hours, for one kWh (100-watts x 10 hours = 1,000 watt-hours) would be billed.

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Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

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**Megawatt (MW)** – A unit of electrical power equal to one million watts.

**Meter** – An electric indicating instrument used to measure kWh and/or kW.

**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).

**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 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

**T** of system facilities. Security is the  
**T** ability of the electric system to  
withstand sudden disturbances such  
as electric short circuits or  
**T** unanticipated loss of system  
facilities.

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

**Seasonal Customer** – A Customer who receives utility service  
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periodically each year, intermittently  
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during the year, or at other irregular  
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intervals.

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

**Single-phase** – An alternating  
**T**  
current circuit in which only one  
**T**  
phase of current is available in a  
**T**  
two-conductor or three-conductor  
**T**  
system.

**South Dakota Public Utilities Commission (SD PUC)** – 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.





(Continued)

***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 5.03 of these General Rules and Regulations.

***Standard Facilities*** – Company provided facilities as defined in Section 5.03 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*** – The Company's hourly system Incremental Energy cost plus applicable losses, transmission, and a profit margin.

***Tariff (Tariff Schedules)*** – A document filed with the regulatory authority(s) specifying lawful rates, charges, rules and conditions under which the Company provides service to the public.

***Three-phase*** – A term applied to circuits carrying three voltages 120 degrees apart in phase.

***Total Coincident Demand*** – The sum of two or more Demands that occur in the same Demand Interval as determined by the 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, and as defined in Section 5.02 of these General Rules and Regulations.

***Winter Season or Winter*** – The period of time beginning October 1 and ending May 31.

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## 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; **T**
- (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.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 9.01  
**ELECTRIC RATE SCHEDULE**  
**Residential Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**RESIDENTIAL SERVICE**

DESCRIPTION	RATE CODE
Residential Service	71-101

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

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

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**RATE:**

RESIDENTIAL SERVICE			
Customer Charge per Month:		\$8.00	
Monthly Minimum Bill:		Customer Charge	
Energy Charge per kWh:		Summer	Winter
First 500	8.858 ¢/kWh	9.097 ¢/kWh	
Excess	8.245 ¢/kWh	8.538 ¢/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 and by any Voluntary Rate Riders selected by the Customer, unless otherwise noted in this schedule. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

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**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 Residential Service without voluntary rate riders.

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(Continued)

2. Seasonal Residential Customers will be billed at the same rate as Residential Customers, except as follows: **T**
- A one-time seasonal fixed charge of \$32.00 will be billed for each Meter in addition to the rate provided above. The fixed charge will be included on the first bill rendered for each season. **TI**  
**T**
- Each Seasonal Residential Customer will be billed for the number of months each season that the residence is in use, but not less than a minimum of four months, plus the seasonal fixed charge. At the option of the Company, Meters may be read during off-season and a bill will be rendered if Energy recorded on the Meter exceeds 200 Kilowatt-Hours. If the first bill of the season exceeds an average usage of 200 Kilowatt-Hours per month during the off-season months, the Customer, at the option of the Company, may no longer be eligible for Seasonal Residential Service. **T**  
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- Bills may be rendered on a two-month basis at the Company's discretion when the Energy used exceeds 200 Kilowatt-Hours and more than 55 days have elapsed since the previous Meter reading. **T**  
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- Seasonal Residential Customers also will be subject to a connection charge of \$40.00 when the Account is established. **T**  
**T**



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 9.02

**ELECTRIC RATE SCHEDULE**

**Residential Demand Control Service**

**(RDC)**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

**RESIDENTIAL DEMAND CONTROL SERVICE**

(Commonly identified as RDC)

DESCRIPTION	RATE CODE
Residential Demand Control	71-241

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

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**APPLICATION OF SCHEDULE:** This schedule is applicable to Residential Customers with a UL-approved Demand-control system.

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**RATE:**

RESIDENTIAL DEMAND CONTROL SERVICE			
Customer Charge per Month:	\$13.00		
Monthly Minimum Bill:	Customer + Demand Charges		
Energy Charge per kWh:	Summer	Winter	
	5.451 ¢/kWh	5.902 ¢/kWh	
Demand Charge per kW:	Summer	Winter	
	\$8.63 /kW	\$7.25 /kW	

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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 and by any Voluntary Rate Riders selected by the Customer, unless otherwise noted in this schedule. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

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**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 9.02

ELECTRIC RATE SCHEDULE

Residential Demand Control Service

(RDC)

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**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.

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**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.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 9.03  
**ELECTRIC RATE SCHEDULE**  
**Farm Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**FARM SERVICE**

DESCRIPTION	RATE CODE
Farm Service	71-361

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

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**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.

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**RATE:**

FARM SERVICE			
Customer Charge per Month:		\$13.00	
Monthly Minimum Bill:		Customer + Facilities Charges	
Facilities Charge per Month:			
Single phase		\$ 0.00	
Three phase		\$ 5.00	
Energy Charge per kWh:		Summer	Winter
First 1600		8.081 ¢/kWh	8.299 ¢/kWh
Excess		7.793 ¢/kWh	8.036 ¢/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 and by any Voluntary Rate Riders selected by the Customer, unless otherwise noted in this schedule. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

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**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 10.01  
**ELECTRIC RATE SCHEDULE**  
**Small General Service – Under 20 kW**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**SMALL GENERAL SERVICE**  
Under 20 kW

DESCRIPTION	RATE CODE
Metered Service under 20 kW – Secondary Service	71-404
Metered Service under 20 kW – Primary Service	71-405

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

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**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 outdoor lighting. Emergency and supplementary/standby service will be supplied only as allowed by law.

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**RATE:**

SECONDARY SERVICE				PRIMARY SERVICE			
Customer Charge per Month:				\$13.00			
Monthly Minimum Bill:				Customer Charge			
Energy Charge per kWh:		Summer	Winter	Summer		Winter	
First 2,000		8.269 ¢/kWh	8.492 ¢/kWh	7.998 ¢/kWh		8.165 ¢/kWh	
Excess		7.510 ¢/kWh	7.733 ¢/kWh	7.242 ¢/kWh		7.409 ¢/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 and by any 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.

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**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.





(Continued)

**TERMS AND CONDITIONS:** The Customer may remain on the Small General Service schedule as long as the Customer's maximum Demand does not exceed 20 kW for more than two of the most recent 12 months. If the Customer achieves an actual Demand of 20 kW or greater for a third time in the most recent 12 months, the Customer will be placed on the General Service schedule (Section 10.02) in the next billing month.

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**SEASONAL SMALL GENERAL SERVICE:**

N

1. These rates and regulations shall apply to Seasonal Small General Service without voluntary rate riders.

N  
N

2. Seasonal Small General Service Customers will be billed at the same rate as Small General Service Customers, except as follows:

N  
N

A one-time seasonal fixed charge of \$52.00 will be billed for each Meter in addition to the rate provided above. The fixed charge will be included on the first bill rendered for each season.

N  
N  
N

Each Seasonal Small General Service Customer will be billed for the number of months each season that the property is in use, but not less than a minimum of four months, plus the seasonal fixed charge. At the option of the Company, Meters may be read during the off-season and a bill will be rendered if Energy recorded on the Meter exceeds 400 Kilowatt-Hours. If the first bill of the season exceeds an average usage of 400 Kilowatt-Hours per month during the off-season months, the Customer, at the option of the Company, may no longer be eligible for Seasonal Small General Service.

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N  
N  
N  
N

Bills may be rendered on a two-month basis at the Company's discretion when the Energy used exceeds 400 Kilowatt-Hours and more than 55 days have elapsed since the previous Meter reading.

N  
N  
N

Seasonal Small General Service Customers also will be subject to a connection charge of \$40.00 when the Account is established.

N  
N

**DETERMINATION OF DEMAND:** Unless otherwise established, 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 a bill is rendered.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 10.02  
**ELECTRIC RATE SCHEDULE**  
**General Service – 20 kW or Greater**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**GENERAL SERVICE**  
20 kW or Greater

DESCRIPTION	RATE CODE
General Service - Secondary Service	71-401
General Service - Primary Service	71-403

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

**APPLICATION OF SCHEDULE:** This schedule is applicable to Three-phase Residential Customers, and both Single- and Three-phase nonresidential Customers with a measured Demand of at least 20 kW within the most recent 12 months. This schedule is not applicable for outdoor lighting. Emergency and supplementary/standby service will be supplied only as allowed by law.

**RATE:**

SECONDARY SERVICE			PRIMARY SERVICE		
Customer Charge per Month:		\$12.00			\$12.00
Monthly Minimum Bill:		Customer + Facilities + Demand Charges			Customer + Facilities + Demand Charges
Facilities Charge per Month per annual max. kW (minimum 20 kW per Month):		\$0.60 /kW			\$0.40 /kW
Energy Charge per kWh:	Summer	Winter	Summer	Winter	
	6.735 ¢/kWh	7.292 ¢/kWh	6.529 ¢/kWh	7.031 ¢/kWh	
Demand Charge per kWh: (minimum 20 kW)	Summer	Winter	Summer	Winter	
	\$1.22 /kW	\$1.02 /kW	\$1.17 /kW	\$0.97 /kW	

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any Voluntary Rate Riders



(Continued)

selected by the Customer, unless otherwise noted in this schedule. 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.

**TERMS AND CONDITIONS:** A Customer with a Billing Demand of less than 20 kW for 12 consecutive months will be required to take service under the Small General Service schedule (Section 10.01).

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**METERED DEMANDS:** The maximum kW as measured by a Demand Meter for any period of 15 consecutive minutes during the month for which the bill is rendered.

N

N

**ADJUSTMENT FOR EXCESS REACTIVE DEMAND:** For billing purposes, the Metered Demand may be increased by 1 kW for each whole 10 kVar of measured Reactive Demand in excess of 50% of the Metered Demand in kW.

N

N

**DETERMINATION OF BILLING DEMAND:** The Billing Demand shall be the greater of 20 kW or the Metered Demand adjusted for Excess Reactive Demand.

N

N

**DETERMINATION OF FACILITIES CHARGE:** The Facilities Charge Demand will be based on the greater of 1) 20 kW or 2) the largest of the most recent 12 monthly Billing Demands.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 10.03  
ELECTRIC RATE SCHEDULE  
General Service – Time of Use

First Revised Sheet No. 1 Cancelling Original Sheet No. 1 Section No. 10.04

**GENERAL SERVICE - TIME OF USE**

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DESCRIPTION	RATE CODE
Declared-Peak	71-708
Intermediate	71-709
Off-Peak	71-710

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

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

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**RATE:**

COMMERCIAL SERVICE - TIME OF USE			
<b>Customer Charge per Month:</b>		\$19.00	
<b>Monthly Minimum Bill:</b>		Customer + Facilities + Demand Charges	
<b>Facilities Charge per Month</b>		\$0.60 /kW	
<b>Per annual maximum kW</b>			
<b>(minimum of 20 kW per Month):</b>			
<b>Energy Charge per kWh:</b>		Summer	Winter
<b>Declared-Peak</b>	20.332 ¢/kWh	21.624 ¢/kWh	
<b>Intermediate</b>	8.153 ¢/kWh	7.428 ¢/kWh	
<b>Off-Peak</b>	3.682 ¢/kWh	5.536 ¢/kWh	
<b>Demand Charge per kW</b>		Summer	Winter
<b>(minimum of 20 kW):</b>			
<b>Declared-Peak</b>	\$0.00 /kW	\$0.00 /kW	
<b>Intermediate</b>	\$ 2.81 /kW	\$ 1.45 /kW	
<b>Off-Peak</b>	\$0.00 /kW	\$0.00 /kW	

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Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2 Section No. 10.04

South Dakota P.U.C. Volume II  
Section 10.03  
ELECTRIC RATE SCHEDULE  
General Service – Time of Use

(Continued)

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

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**METERED DEMANDS:** The maximum kW as measured by a Demand Meter for any period of 15 consecutive minutes during the month for which the bill is rendered.

**ADJUSTMENT FOR EXCESS REACTIVE DEMAND:** For billing purposes, the Metered Demand may be increased by 1 kW for each whole 10 kVar of measured Reactive Demand in excess of 50% of the Metered Demand in kW.

**DETERMINATION OF BILLING DEMAND:** The Billing Demand shall be the greater of 1) 20 kW, or 2) the largest of the most recent 12 monthly Metered Demands adjusted for Excess Reactive Demand.

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**DETERMINATION OF FACILITIES CHARGE:** The Facilities Charge Demand will be the greater of 1) 20 kW, or 2) the largest of the most recent 12 monthly Metered Demands adjusted for Excess Reactive Demand.

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

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

Declared-Peak: For all kW and kWh used during the hours declared (see Declared Peak Notification)

**T**

Intermediate: For all kW and kWh used during the hours other than Declared-peak and off-peak

**T**

Off-Peak: For all kW and kWh used Monday through Saturday from 10:00 p.m. to 6:00 a.m., and all day Sunday

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**SUMMER SEASON - JUNE 1 THROUGH SEPTEMBER 30 BILLINGS**

Declared-Peak: For all kW and kWh used during the hours declared (see Declared-Peak Notification)

**T**

Intermediate: For all kW and kWh used during the hours other than Declared-peak and off-peak

**T**



Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Sheet No. 3 Section No. 10.04

South Dakota P.U.C. Volume II  
Section 10.03  
ELECTRIC RATE SCHEDULE  
General Service – Time of Use

(Continued)

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

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**DECLARED-PEAK NOTIFICATION:** The Company shall make available to the Customers, no later than 4:00 p.m. (Central Time) of the preceding day, "declared-peak" designations for the next business day. Except for unusual periods, the Company will make "declared-peak" designations for Saturday through Monday available to Customers on the previous Friday. More than one-day-ahead "declared-peak" designations may also be used for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Because circumstances prevent Company from projecting "declared-peak" designations more than one day in advance, Company reserves the right to revise and make available to Customers "declared-peak" designations for Sunday, Monday, any of the holidays mentioned above, or for the day following a holiday. Any revised "declared-peak" designations shall be made available by the usual means no later than 4:00 p.m. of the day prior to the prices taking effect.

The Company is not responsible for the Customer's failure to receive or obtain and act upon the "declared-peak" designations. If the Customer does not receive or obtain the "declared-peak" designations made available by the Company, it is the Customer's responsibility to notify the Company by 4:30 p.m. (Central Time) of the business day preceding the day that the "declared-peak" designations are to take effect. The Company will be responsible for notifying the Customer if prices are revised.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 10.04  
**ELECTRIC RATE SCHEDULE**  
**Large General Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1 Section No. 10.03

**LARGE GENERAL SERVICE**

DESCRIPTION	RATE CODE
Secondary Service	71-603
Primary Service	71-602
Transmission Service	71-632

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

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**APPLICATION OF SCHEDULE:** This schedule is applicable to nonresidential Customers. This schedule is not applicable for outdoor lighting. Emergency and supplementary/Standby service will be supplied only as allowed by law.

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**RATE:**

SECONDARY SERVICE		
Customer Charge per Month:	\$50.00	
Monthly Minimum Bill:	Customer + Facilities + Demand Charges	
Facilities Charge per Month per annual max. kW (minimum 80 kW per Month):		
Less than 1000 kW	\$0.33 /kW	
Greater than or equal to 1000 kW	\$0.24 /kW	
Energy Charge per kWh:	Summer	Winter
	4.386 ¢/kWh	4.749 ¢/kWh
Demand Charge per kW (minimum of 80 kW):	Summer	Winter
	\$ 7.29 /kW	\$6.13 /kW

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South Dakota P.U.C. Volume II  
Section 10.04  
**ELECTRIC RATE SCHEDULE**  
**Large General Service**

Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2 Section No. 10.03

(Continued)

PRIMARY SERVICE			
Customer Charge per Month:	\$50.00		I
Monthly Minimum Bill:	Customer + Facilities + Demand Charges		T
Facilities Charge per Month per annual max. kW (minimum 80 kW per Month):			
All kW	\$0.12 /kW		I
Energy Charge per kWh:	Summer	Winter	
	4.251 ¢/kWh	4.579 ¢/kWh	R
	Summer	Winter	
Demand Charge per kW:	\$7.00 /kW	\$5.82 /kW	RI
(minimum of 80 kW)			T
TRANSMISSION SERVICE			
Customer Charge per Month:	\$50.00		I
Monthly Minimum Bill:	Customer + Facilities + Demand Charges		T
Facilities Charge per Month per annual max. kW (minimum 80 kW per Month):			
All kW	\$0.00 /kW		
Energy Charge per kWh:	Summer	Winter	
	4.030 ¢/kWh	4.305 ¢/kWh	R
	Summer	Winter	
Demand Charge per kW:	\$5.42 /kW	\$5.02 /kW	RI
(minimum of 80 kW)			T

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

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**METERED DEMAND:** The maximum kW as measured by a Demand Meter for any period of 15 consecutive minutes during the month for which the bill is rendered. **T**  
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**ADJUSTMENT FOR EXCESS REACTIVE DEMAND:** For billing purposes, the Metered Demand may be increased by one kW for each whole 10 kVar of measured Reactive Demand in excess of 50% of the Metered Demand in kW. **LT**  
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**DETERMINATION OF BILLING DEMAND:** The Billing Demand shall be greater of 80 kW or the Metered Demand adjusted for Excess Reactive Demand. **LT**  
**LT**

**DETERMINATION OF FACILITIES CHARGE:** The Facilities Charge Demand will be based on the greater of 1) 80 kW or 2) the largest of the most recent 12 monthly Billing Demands. **T**  
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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.01  
**ELECTRIC RATE SCHEDULE**  
**Standby Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**STANDBY SERVICE**

DESCRIPTION	OPTION A: FIRM			OPTION B: NON-FIRM		
	On-Peak	Shoulder	Off-Peak	On-Peak	Shoulder	Off-Peak
Transmission Service	71-941	71-942	71-943	71-950	71-951	71-952
Primary Service	71-944	71-945	71-946	71-953	71-954	71-955
Secondary Service	71-947	71-948	71-949	71-956	71-957	71-958

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

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**AVAILABILITY:** This schedule, including Definitions and Useful Terms, provides Backup, Scheduled Maintenance, and Supplemental Services, is applicable to any Customer who has the following conditions:

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1. Requests to become a Standby Service Customer of the Company. Otherwise, the Company views the Customer as a Non-Standby Service Customer. For information about the different categories of Non-Standby Service Customers, including exemptions from Standby Service, please see Definitions and Useful Terms.
2. Utilizes Extended Parallel Generation Systems to meet all or a portion of electrical requirements, which is capable of greater than 60 kW. Customers with Extended Parallel Generation Systems used to meet all or a portion of electrical requirements that are capable of 60 kW or less are considered Non-Standby Service Customers and exempt from paying standby charges. Please see Section 11.01 Sheets 5 through 8 for more information regarding Non-Standby Service Customers.

The Company delivers alternating current service at transmission, primary or secondary voltage under this rate schedule, supplied through one Meter.

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Power production equipment at the Customer site shall not operate in parallel with the Company's system until the installation has been inspected by an authorized Company representative and final written approval is received from the Company to commence parallel operation.



South Dakota P.U.C. Volume II  
Section 11.01  
**ELECTRIC RATE SCHEDULE**  
**Standby Service**

Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**RATE:**

<b>OPTION A: FIRM STANDBY</b>			
	<b>Transmission Service</b>	<b>Primary Service</b>	<b>Secondary Service</b>
<b>Firm Standby Fixed Charges</b>			
Customer Charge:	\$199.00/month	\$199.00/month	\$199.00/month
Minimum Monthly Bill:	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges
Summer Reservation Charge per <b>month</b> per kW of Contracted Backup Demand:	14.900 ¢/kW	16.040 ¢/kW	16.770 ¢/kW
Winter Reservation Charge per <b>month</b> per kW of Contracted Backup Demand:	4.680 ¢/kW	5.100 ¢/kW	5.370 ¢/kW
Standby Distribution Facilities Charge per <b>month</b> per kW of Contracted Backup Demand:	Not Applicable	25.43 ¢/kW	52.83 ¢/kW
<b>Firm Standby On-Peak Demand Charge – Summer</b>			
Metered Demand per <b>day</b> per kW On-Peak Backup Charge:	63.670 ¢/kW	68.380 ¢/kW	71.380 ¢/kW
<b>Firm Standby On-Peak Demand Charge – Winter</b>			
Metered Demand per <b>day</b> per kW On-Peak Backup Charge:	64.330 ¢/kW	70.030 ¢/kW	73.730 ¢/kW
<b>Firm Standby Energy Charges – Summer</b>			
Energy Charges per kWh:			
On-Peak Charge	6.771 ¢/kWh	7.185 ¢/kWh	7.442 ¢/kWh
Shoulder Charge	5.035 ¢/kWh	5.316 ¢/kWh	5.487 ¢/kWh
Off-Peak Charge	2.310 ¢/kWh	2.416 ¢/kWh	2.478 ¢/kWh
<b>Firm Standby Energy Charges – Winter</b>			
Energy Charges per kWh:			
On-Peak Charge	5.941 ¢/kWh	6.355 ¢/kWh	6.616 ¢/kWh
Shoulder Charge	4.534 ¢/kWh	4.821 ¢/kWh	4.999 ¢/kWh
Off-Peak Charge	3.408 ¢/kWh	3.605 ¢/kWh	3.726 ¢/kWh

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Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

(Continued)

<b>OPTION B: NON-FIRM STANDBY</b>			
	<b>Transmission Service</b>	<b>Primary Service</b>	<b>Secondary Service</b>
<b>Non-Firm Standby Fixed Charges</b>			
Customer Charge:	\$199.00/month	\$199.00/month	\$199.00/month
Minimum Monthly Bill:	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges
Reservation Charge per <b>month</b> per kW of Contracted Backup Demand:	Not Available	Not Available	Not Available
Standby Facilities Charge per <b>month</b> per kW of Contracted Backup Demand:	Not Applicable	25.00 ¢/kW	53.00 ¢/kW
<b>Non-Firm Standby On-Peak Demand Charge - Summer</b>			
Metered Demand per <b>day</b> per kW On-Peak Backup Charge:	Not Available	Not Available	Not Available
<b>Non-Firm Standby On-Peak Demand Charge - Winter</b>			
Metered Demand per <b>day</b> per kW On-Peak Backup Charge:	Not Available	Not Available	Not Available
<b>Non-Firm Standby Energy Charges - Summer</b>			
Energy Charges per kWh:			
On-Peak Charge	Not Available	Not Available	Not Available
Shoulder Charge	5.035 ¢/kWh	5.316 ¢/kWh	5.487 ¢/kWh
Off-Peak Charge	2.310 ¢/kWh	2.416 ¢/kWh	2.478 ¢/kWh
<b>Non-Firm Standby Energy Charges – Winter</b>			
Energy Charges per kWh:			
On-Peak Charge	Not Available	Not Available	Not Available
Shoulder Charge	4.534 ¢/kWh	4.821 ¢/kWh	4.999 ¢/kWh
Off-Peak Charge	3.408 ¢/kWh	3.605 ¢/kWh	3.726 ¢/kWh

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



(Continued)

**DETERMINATION OF METERED DEMAND:** Metered Demand shall be based on the maximum kW registered over any period of one hour during the month in which the bill is rendered.

**CONTRACT PERIOD:** Standby Service is applicable only by signed agreement, setting forth the location and conditions applicable to the electric service, such as the Contracted Backup Demand, type of standby service (Option A or B), excess facilities required for service and other applicable terms and conditions and providing for an initial minimum contract period of one year, unless otherwise authorized by the Company.

**TERMS AND CONDITIONS:**

1. The Company's Meter will measure power and Energy from the Company to the Customer. Any flow of power and Energy from the Customer to the Company will be separately metered under one of the Company's Power Producer Riders, or by contract. T  
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2. Option A - Firm Standby: Exclusive of any scheduled maintenance hours, if the number of hours on which Backup Service is supplied exceeds 120 On-Peak hours in the Summer Season and 240 On-Peak hours in the Winter season, the Customer may be required to take service under a standard, non-standby, rate schedule. T
3. Option B – Non-Firm Standby: Backup Service is not available during any On-peak season. This service is only available in the Summer Shoulder and Summer Off-Peak and Winter Shoulder and Winter Off-Peak hours on a non-firm basis. The Company makes no guarantee that this service will be available; however, the Company will make reasonable efforts to provide Backup Service under Option B whenever possible.
4. One year (12 months) written notice to the Company is required to convert from this standby service to regular firm service, unless authorized by the Company.
5. Any Excess Facilities Investment required to furnish service under this Tariff will be provided at the Customer's expense.
6. The Customer shall indemnify the Company against all liability which may result from 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, or operation of Customer generation facility or by any related act or omission of the Customer, its employees, agents, contractors or subcontractors.



(Continued)

7. During times of Customer generation, the Customer will be expected to provide vars as needed to serve their load. The Customer will provide equipment to maintain a unity power factor + or - 10% for Supplemental Service, and when the Customer is taking Backup Service from the Company.

**DEFINITIONS AND USEFUL TERMS:**

<b>Backup Demand</b> (a component of Backup Service) is the Demand taken when On-peak Demand provided by the Company is used to make up for reduced output from the Customer's generation.	T T L
<b>Backup Demand Charge</b> is the sum of the ten highest daily Backup Demands multiplied by the applicable Demand Charge for that season.	TL TL
<b>Backup Service</b> is the Energy and Demand supplied by the utility during unscheduled outages of the Customer's Generator.	T T
<b>Billing Demand</b> is the Customer's Demand used by the Company for billing purposes.	
<b>Capacity</b> is the ability to functionally serve a required load on a continuing basis.	
<b>Contracted Backup Demand</b> is the amount of Capacity selected to backup Customer's generation, not to exceed the Capability of the Customer's Generator.	T T
<b>Demand</b> is the rate at which electric Energy is delivered to or by a system, part of a system, or a piece of equipment and is expressed in Kilowatts ("kW") or Megawatts ("MW").	T T
<b>Energy</b> is the Customer's electric consumption requirement, measured in Kilowatt-Hours ("kWh").	T
<b>Extended Parallel Generation Systems</b> are generation systems that are designed to remain connected in parallel to and in phase with the utility Distribution system for an extended period of time.	T
<b>Excess Distribution Facility Investments</b> are Distribution Facilities required to provide service to the generation system that are not provided in Company retail service schedules. The Customer is required to pay up-front for these facilities and pay maintenance costs as long as the facilities are required.	



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**MAPP** is the Mid-Continent Area Power Pool or any successor agency assuming or charged with similar responsibility.

**MISO** is the Midwest Independent Transmission System Operator that assures industry consumers of unbiased regional grid management and open access to the Transmission Facilities under Midwest ISO's functional supervision.

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**Non-Standby Service Customer** is a Customer who a) does not request and receive approval of Standby Services from the Company or, b) is exempt from paying any standby charges as allowed by law or Commission Order, or c) in lieu of service under this Tariff, may provide Physical Assurance, or d) will take service from any of the Company's other approved base Tariffs.

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Customers with Extended Parallel Generation Systems used to meet all or a portion of electrical requirements that are capable of 60 kW or less are considered Non-Standby Service Customers and exempt from paying standby charges.

Standby Service for Customers with Extended Parallel Generation Systems used to meet all or a portion of electrical requirements that are capable of 60 kW or less is available under Customer's base rate.

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For more information regarding Extended Parallel Generation Systems, Physical Assurance Customers, and Standby Service for Customers, please see these terms under Definitions.

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**Physical Assurance Customer** is a Customer who agrees not to require standby services and has an approved mechanical device, inspected and approved by a Company representative, to insure standby service is not taken. The cost of the mechanical device is to be paid by the Customer.

**Renewable Energy Attributes** refer to the benefits of the Energy from being generated by a renewable resource rather than a fossil-fueled resource.

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**Renewable Energy Credit** is typically viewed as a certification that something was generated by a renewable resource.

**Renewable Resource Premium** refers to the extra payment received on top of the regular avoided costs. This extra payment is to reflect the value of the Renewable Energy Credit, which is a certification of the Renewable Energy Attributes.





(Continued)

**Reservation Charge Per kW Per Month** is the charge that recovers the planned generation reserve margin of the utility times the applicable Capacity charge.

**Scheduled Maintenance Service** is defined as the Energy and Demand supplied by the utility during scheduled outages. The daily on-peak backup Demand charge under Variable Charges of the "Rate" section will be waived for a maximum continuous period of 30 days per calendar year to allow for maintenance of the Customer generation source. Waiver is only valid during the months of April, May, October, and November, and with a minimum of five working days (excludes weekends and holidays) written notice to Company. In certain cases, such as very large Customers, the Company and the Customer will mutually agree to different maintenance schedules as listed above.

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**Standby Service Customer** is a Customer who receives the following services from the Company, Section 11.01; backup power for non-Company generation, supplemental power, and scheduled maintenance power. These services are not applicable for resale, municipal outdoor lighting, or Customers with emergency standby Generators.

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**Summer On-Peak:** For all Summer Season kW and kWh used Monday through Friday between 1:00 p.m. and 7:00 p.m.

**Summer Off-Peak:** For all other Summer Season kW and kWh not covered by either shoulder or off-peak.

**Summer Season** is the period from June 1 through September 30.

**Summer Shoulder:** For all Summer Season kW and kWh used Monday through Friday 9:00 a.m. to 1:00 p.m., and 7:00 p.m. to 10:00 p.m., Saturday through Sunday 9:00 a.m. to 10:00 p.m.

**Supplemental Service** is the Energy and Demand supplied by the utility in addition to the capability of the on-site Generator. Except for determination of Demand, Supplemental Service shall be provided under Rate Section 10.05 – Large General Service – Time of Day.

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**Supplemental Demand** (a component of Supplemental Service) is the metered Demand measured on a Company Meter during on-peak and off-peak periods, less Contracted Backup Demand.

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**Winter Season** is the period from October 1 through May 31.





Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.01  
**ELECTRIC RATE SCHEDULE**  
**Standby Service**

*First Revised Sheet No. 8 Cancelling Original Sheet No. 8*

*(Continued)*

**Winter Off-Peak:** All other Winter Season kW and kWh not covered by either shoulder or off-peak.

**Winter On-Peak:** For all Winter Season kW and kWh used Monday through Friday between 7:00 a.m. and 12:00 noon, and between 5:00 p.m. and 9:00 p.m.

**Winter Shoulder:** For all Winter Season kW and kWh used Monday through Friday hour 6:00 a.m. to 7:00 a.m., hours 12:00 noon to 5:00 p.m. and hour 9:00 p.m. to 10:00 p.m. and, Saturday through Sunday 6:00 p.m. to 10:00 p.m.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.02  
**ELECTRIC RATE SCHEDULE**  
**Irrigation Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**IRRIGATION SERVICE**

DESCRIPTION	RATE
	CODE
Option 1: Non-Time-of-Use	71-703
Option 2: Declared-Peak	71-704
Option 2: Intermediate	71-705
Option 2: Off-Peak	71-706

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

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**APPLICATION OF SCHEDULE:** This Irrigation Service is applicable to Customers for pumping water for irrigation of land, during the irrigation season - April 15 through November 1.

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**RATE:**

OPTION 1		
Customer Charge per Month:	\$2.00	
Monthly Minimum Bill:	Customer + Fixed Charges	
Facilities Charge per Month:	Customer Specific - see Tariff	
Energy Charge per kWh:	Summer	Winter
	7.334 ¢/kWh	4.841 ¢/kWh

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OPTION 2		
Customer Charge per Month:	\$6.00	
Monthly Minimum Bill:	Customer + Fixed Charges	
Facilities Charge per Month:	Customer Specific - see Tariff	
Energy Charge per kWh:	Summer	Winter
	Declared-Peak	22.061 ¢/kWh
	Intermediate	6.942 ¢/kWh
	Off-Peak	2.345 ¢/kWh

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**FIXED CHARGE:** Customers served under this rate shall pay an annual fixed charge equal to 18% of the investment of the Company in the extension of lines, including any rebuilding or cost of Capacity increase in lines or apparatus, necessitated because of the irrigation pumping load.

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Alternatively, Customers 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.

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In either option, equipment remains the property of Otter Tail Power Company. This charge shall be reviewed if additional Customers are connected to the extension within five years. The annual fixed charge will be billed in seven equal monthly installments May through November of each year.

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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 and by any 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.

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

**WINTER SEASON** – April 15 through May 31, and October 1 through November 1.

Declared-Peak: For all kW and kWh used during the hours declared.

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Intermediate: For all kW and kWh used during the hours other than declared-peak and off-peak.

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Off-Peak: For all kWh used Monday through Saturday from 10:00 p.m. to 6:00 a.m., and all day Sunday.

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**SUMMER SEASON** – June 1 through September 30

Declared-Peak: For all kW and kWh used during the hours declared.

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Intermediate: For all kW and kWh used during the hours other than declared-peak and off-peak.

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Off-Peak: For all kWh used Monday through Saturday from 10:00 p.m. to 6:00 a.m., and all day Sunday.

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

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 because of the



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investment of the Customer in pumping and irrigation equipment, and of the Company in the extension of lines.

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.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.03  
ELECTRIC RATE SCHEDULE  
**Outdoor Lighting – Energy Only – Dusk to Dawn Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**OUTDOOR LIGHTING – ENERGY ONLY  
DUSK TO DAWN**

DESCRIPTION	RATE CODE
Outdoor Lighting – Metered – Energy Only	71-748
Outdoor Lighting – Non-Metered – Energy Only	71-749

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**REGULATIONS:** Terms and conditions of this electric rate schedule and the General Rules and Regulations govern use of this service.

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**APPLICATION OF SCHEDULE:** This schedule is applicable to all Customers who choose to own, install, and maintain automatically operated dusk to dawn outdoor lighting equipment. Under the schedule, the Company will provide only the dusk to dawn electric Energy.

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**EQUIPMENT AND SERVICE OWNERSHIP:** The Customer or other third party shall install and own all equipment necessary for service beyond the point of connection with the Company's electrical system. The point of connection shall be at the Meter or disconnect switch for service provided either overhead or underground. The Customer will be responsible for furnishing and installing a master disconnect switch at the point of connection so as to isolate the Customer's equipment from the Company's electrical system. The Customer's disconnect switch must be UL-approved or meet National Electric Code standards.

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The Customer is responsible for the cost of providing maintenance on the equipment it owns. The Company reserves the right to disconnect the Customer's equipment from the Company's electrical system should the Company determine the Customer's lighting equipment is operated or maintained in an unsafe or improper manner.

**RATE – METERED:**

OUTDOOR LIGHTING - ENERGY ONLY – METERED RATE	
Customer Charge per Month:	\$2.50
Monthly Minimum Bill:	Customer Charge
Energy Charge per kWh:	6.813 ¢/kWh

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Fergus Falls, Minnesota

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**RATE – NON-METERED:**

OUTDOOR/SIGN LIGHTING – ENERGY ONLY NON-METERED RATE
Monthly charge = Connected kW x \$23.28, where Connected kW is the rated power of the lighting fixture (including ballast).

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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 and by any Voluntary Rate Riders selected by the Customer, unless otherwise noted in this rate schedule. See Sections 12.00, 13.00 and 14.00 of the South Dakota electric rates for the matrices of riders.

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**SERVICE CONDITIONS:** Company-owned lights shall not be attached to Customer-owned property.

The Company shall have the right to periodically review the Customer's lighting equipment to verify that the rated power (kW) of the non-metered fixtures is consistent with the Company's records.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.04  
**ELECTRIC RATE SCHEDULE**  
**Outdoor Lighting – Dusk to Dawn Service**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

## OUTDOOR LIGHTING DUSK TO DAWN

DESCRIPTION	RATE CODE
Outdoor Lighting	71-741
Floodlighting	71-743

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**REGULATIONS:** Terms and conditions of this electric rate schedule and the General Rules and Regulations govern use of this service.

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**APPLICATION OF SCHEDULE:** This schedule is applicable to any Customer for automatically operated dusk to dawn outdoor lighting supplied and operated by the Company.

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**RATE:**

STREET AND AREA LIGHTING			
Unit Type	Lumens	Wattage	Monthly Charge
MV-6*	6,000	175	\$ 7.75
MV-6PT*	6,000	175	11.15
MV-11*	11,000	250	14.04
MV-21*	21,000	400	18.59
MV-35*	35,000	700	27.34
MV-55*	55,000	1000	34.98
MA-8	8,500	100	8.79
MA-8PT	8,500	100	11.48
MA-14	14,000	175	16.74
MA-20	20,500	250	19.17
MA-36	36,000	400	18.97
MA-110	110,000	1000	40.62
HPS-9	9,000	100	8.50
HPS-9PT	9,000	100	10.31
HPS-14	14,000	150	13.05
HPS-14PT	14,000	150	13.25
HPS-19	19,000	200	15.03
HPS-23	23,000	250	17.12
HPS-44	44,000	400	21.18

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

(Continued)

FLOODLIGHTING			
Fixture	Unit Type	Monthly Charge	
400 MV-Flood*	Mercury Vapor	\$19.28	TI
400 MA-Flood	Metal Additive	20.57	TI
400 HPS-Flood	High Pressure Sodium	21.06	I
1000 MV-Flood*	Mercury Vapor	33.87	TI
1000 MA-Flood	Metal Additive	35.59	TI

\*Due to the U.S. Government Energy Act of 2005, after July 1, 2008, the Company will no longer install Mercury Vapor fixtures for new installations.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

**SEASONAL CUSTOMERS:** Seasonal Customers will be billed at the same rate as year-around Customers, except as follows:

A fixed charge of \$19.03 will be billed each Seasonal Customer once per season per fixture in addition to the rate provided above. The fixed charge will be included in the first bill rendered for each season.

Each Seasonal Customer will be billed for the number of months each season that the outdoor lighting fixture is in use, but not less than a minimum of four months, plus the seasonal fixed charge.

**UNDERGROUND SERVICE:** If a Customer requests underground service to any outdoor lighting unit the Company will supply a span of up to 200 feet of wire and add an additional \$2.23 to the monthly rate specified above. If overhead service is not available, there is no additional charge. **There is no additional charge for the MV-6PT\*, HPS-9PT, or the HPS-14PT fixtures.**

**EQUIPMENT AND SERVICE SUPPLIED BY THE COMPANY:** The light shall be mounted on a suitable new or existing Company-owned pole at which unmetered 120-volt supply can be made available. Any extension of Company's 120-volt supply beyond one span of wire will be at the expense of Customer.

The Company will install, own, operate, and have discretion to replace or upgrade a high





Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 11.04

ELECTRIC RATE SCHEDULE

Outdoor Lighting – Dusk to Dawn Service

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

(Continued)

intensity discharge light including suitable reflector or a floodlight including a lamp, bracket for mounting on wood poles with overhead wiring and photo-electric or other device to control operating hours. Customers provided with pole top fixtures on fiberglass poles will not receive overhead power supply. The light shall operate from dusk to dawn. The Company will supply the necessary electricity and maintenance for the unit.

**SERVICE CONDITIONS:** Lighting will not be mounted on Customer-owned property. The light shall be mounted upon a suitable new or existing Company-owned facility. The Company shall own, operate, and maintain the lighting unit including the pole, fixture, lamp, ballast, photoelectric control, mounting brackets, and all necessary wiring using the Company's standard street lighting equipment. The Company shall furnish all electric Energy required for operation of the unit.

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In case of vandalism or damages, the Company has the discretion to discontinue service and remove Company equipment.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.05  
**ELECTRIC RATE SCHEDULE**  
**Municipal Pumping Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**MUNICIPAL PUMPING SERVICE**

DESCRIPTION	RATE CODE
Secondary Service	71-873
Primary Service	71-874

**REGULATIONS:** Terms and conditions of this electric rate schedule and the General Rules and Regulations govern use of this service.

**APPLICATION OF SCHEDULE:** This schedule is applicable to non-seasonal municipal or other governmental loads only. It shall apply to electric service for motor driven pumps for use at water pumping , sewage disposal and treating plants, sewage lift stations and may extend to all lighting and other electrical requirements incidental to the operation of such plants and lift stations at those locations. Municipal buildings adjacent to, but not incidental to pumping operation, may not be served on this rate.

The appropriate rate and monthly minimum shall apply to each Meter in service.

**RATE:**

SECONDARY SERVICE			PRIMARY SERVICE	
Customer Charge per Month:			\$3.00	
Monthly Minimum Bill:			Customer + Facilities Charges	
Facilities Charge per Month			\$0.09	
Maximum kW per Month:				
Energy Charge per kWh:	Summer	Winter	Summer	Winter
	6.426 ¢/kWh	6.600 ¢/kWh	6.216 ¢/kWh	6.345 ¢/kWh

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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

South Dakota P.U.C. Volume II  
Section 11.05  
**ELECTRIC RATE SCHEDULE**  
**Municipal Pumping Service**

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**METERED DEMAND:** The maximum kW as measured by a Demand Meter for any period of 15 consecutive minutes during the month for which the bill is rendered.

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**ADJUSTMENT FOR EXCESS REACTIVE DEMAND:** The Metered Demand shall be increased by 1 kW for each whole 10 kVar of measured Reactive Demand in excess of 50% of the Metered Demand in kW.

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**DETERMINATION OF BILLING DEMAND:** The Billing Demand shall be the Metered Demand adjusted for Excess Reactive Demand.

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N

**DETERMINATION OF FACILITIES CHARGE:** The Facilities Charge Demand will be based on the largest of the most recent 12 monthly Billing Demands.

N  
N



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 11.06  
**ELECTRIC RATE SCHEDULE**  
**Civil Defense – Fire Sirens Service**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**CIVIL DEFENSE - FIRE SIRENS**

DESCRIPTION	RATE CODE
Civil Defense – Fire Sirens	71-842

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

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**APPLICATION OF SCHEDULE:** This schedule is applicable to separately served civil defense and municipal fire sirens.

**RATE:**

CIVIL DEFENSE - FIRE SIRENS SERVICE	
Customer Charge per Month:	\$1.00
Monthly Minimum Bill:	Customer Charge
Charge per HP:	72.848 ¢/HP

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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 and by any 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.

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**OTHER SIREN SERVICE:** If the siren is served through a Tariff applicable to the City Hall, fire hall or other tariffed service, no separate billing shall be made for the siren.

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**SERVICE CONDITIONS:** Service shall be provided off of standard Distribution Facilities typical of those in the general area. If necessary for the Company to install non-standard Distribution associated with the non-standard facilities, as part of this Tariff the Company will provide an extension of up to one span of wire, not to exceed 150 feet. No additional transformer Capacity shall be provided without additional charges.

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The Company shall have the right to periodically review the Customer's Civil Defense – Fire Siren rated horsepower (hp) to verify that the rated hp of the non-metered siren is consistent with the Company's records.




Fergus Falls, Minnesota

Second Revised Sheet No. 1, Cancelling First Revised, Sheet No. 1

## POWER PRODUCER RIDERS - AVAILABILITY MATRIX

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

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



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 12.01  
ELECTRIC RATE SCHEDULE  
Small Power Producer Rider  
Occasional Delivery Energy Service

Second Revised Sheet No. 1, Cancelling First Revised Sheet No. 1

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

DESCRIPTION	RATE CODE
Occasional Delivery Energy Service	71-902

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

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**AVAILABILITY:** This rider is available to any small qualifying facility (SQF) not exceeding 100 kW of certified generating Capacity.

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**METERING CHARGE:** \$3.70 per month

**PAYMENT SCHEDULE:**

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Base Avoided Costs 3.141¢ per kWh

Based Avoided Costs plus Renewable Energy Credit 3.441¢ per kWh

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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 is required to follow the Company's interconnection process, which requires that prior to installation, the Customer complete the Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection. The Interconnection Agreement is according to the procedures set forth in ARSD chapter 20:10:36. The Customer is also required to follow the Company's Guidelines for Generation, Tie-Line, and Substation Interconnections.

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Section 12.01

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Occasional Delivery Energy Service**

*Second Revised Sheet No. 2, Cancelling First Revised Sheet No. 2*

- |  |          |
|--|----------|
| 2. 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.  | <b>T</b> |
| 3. 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.   | <b>T</b> |
| 4. 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.   | <b>T</b> |
| 5. 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.   | <b>T</b> |
| 6. In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.   | <b>T</b> |
| 7. Power and energy purchased by the SQF from the Company shall be billed under the available retail rates for the purchase of electricity.  | <b>D</b> |
| 8. 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.  | <b>D</b> |
| 9. The Customer shall execute an electric service agreement with the Company which may include, among other provisions, a minimum term of service.   | <b>T</b> |
| 10. 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 general liability insurance consistent with the rules set forth in ARSD chapter 20:10:36. OTP may require additional umbrella liability coverage up to \$2,000,000 against personal injury or property damage relating to the installation, interconnection and operation of the SQF's facilities in such situations where | <b>T</b> |
|  | <b>N</b> |
|  | <b>N</b> |
|  | <b>N</b> |
|  | <b>N</b> |



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 12.01

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Occasional Delivery Energy Service**

*Second Revised Sheet No. 3, Cancelling First Revised Sheet No. 3*

(Continued)

losses or damages could exceed the general liability coverages required by ARSD chapter 20:10:36.

11. 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.
12. 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.

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Fergus Falls, Minnesota

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

DESCRIPTION	RATE CODE
Time of Delivery Energy Service	71-903

T

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

T

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**AVAILABILITY:** This rider is available to any small qualifying facility (SQF) not exceeding 100 kW of certified generating Capacity.

T

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**CUSTOMER CHARGE:** \$8.94 per month

D

**PAYMENT SCHEDULE:**

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

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

T

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



Fergus Falls, Minnesota

(Continued)

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Time of Delivery Energy Service**

*Second Revision Cancelling First Revision Sheet No. 2*

**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.

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.

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 is required to follow the Company's interconnection process, which required that prior to installation, the Customer complete the Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection. The Interconnection Agreement is according to the procedures set forth in ARSD chapter 20:10:36. The Customer is also required to follow the Company's Guidelines for Generation, Tie-Line, and Substation Interconnections. | L<br>N<br>N<br>N<br>N<br>N |
| 2. 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                          |
| 3. 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.  | T                          |
| 4. 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                          |



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 12.02

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Time of Delivery Energy Service**

*Second Revision Cancelling First Revision Sheet No. 3*

(Continued)

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|-------|---|---|
| 5.    | 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 |
| 6.    | In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.   | T |
|       |   | D |
| 7.    | Power and energy purchased by the SQF from the Company shall be billed under the available retail rates for the purchase of electricity.  | D |
|       |   | D |
| 108.  | 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.  | T |
|       |   | D |
| 129.  | The Customer shall execute an electric service agreement with the Company which may include, among other provisions, a minimum term of service.   | T |
| 10.   | 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, general liability insurance consistent with the rules set forth in ARSD chapter 20:10:36. OTP may require additional umbrella liability coverage up to \$2,000,000 against personal injury or property damage relating to the installation, interconnection and operation of the SQF's facilities in such situations where losses or damages could exceed the general liability coverages required by ARSD chapter 20:10:36. | T |
|       |   | N |
|       |   | N |
|       |   | N |
|       |   | N |
|       |   | N |
|       |   | N |
|       |   | D |
|       |   | D |
|       |   | D |
| 1611. | 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.   | T |



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 12.02

ELECTRIC RATE SCHEDULE

Small Power Producer Rider

Time of Delivery Energy Service

Second Revision Cancelling First Revision Sheet No. 4

(Continued)

12. 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.

**T**



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 12.03  
ELECTRIC RATE SCHEDULE  
Small Power Producer Rider  
Dependable Service

Second Revised Sheet No.1 , Cancelling First Revised Sheet No. 1

**SMALL POWER PRODUCER RIDER  
DEPENDABLE SERVICE**

DESCRIPTION	RATE CODE
Dependable Service	71-904

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

**AVAILABILITY:** Available to any small qualifying facility (SQF) not exceeding 100 kW of certified 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

**PAYMENT SCHEDULE:**

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

Energy payment will be adjusted annually to reflect energy costs.



Fergus Falls, Minnesota

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Dependable Service**

*Second Revised Sheet No.2 , Cancelling First Revised Sheet No. 2*

(Continued)

<b>CONTRACT TERM</b>	<b>CAPACITY PAYMENT</b>
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

Total Capacity payment equals (accredited Capacity value of the QF) times (Capacity ratio) times (appropriate levelized 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.

**T**  
**T**

**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:

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.

**T**  
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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:

**T**  
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<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

South Dakota P.U.C. Volume II  
Section 12.03  
**ELECTRIC RATE SCHEDULE**  
**Small Power Producer Rider**  
**Dependable Service**

*Second Revised Sheet No.3 , Cancelling First Revised Sheet No. 3*

(Continued)

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.

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**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).

**T**

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.

**T**  
**T**

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.

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.

**T**

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

**ELECTRIC RATE SCHEDULE**

**Small Power Producer Rider**

**Dependable Service**

*Second Revised Sheet No.4 , Cancelling First Revised Sheet No. 4*

(Continued)

- |   |                                 |
|---|---------------------------------|
| 1. The Customer is required to follow the Company's interconnection process, which requires that prior to installation, the Customer complete the Interconnection Agreement for Small Generator Facility Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection. The Interconnection Agreement is according to the procedures set forth in ARSD chapter 20:10:36. The Customer is also required to follow the Company's Guidelines for Generation, Tie-Line, and Substation Interconnections. | L<br>N<br>N<br>N<br>N<br>N<br>D |
| 2. 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                               |
| 3. 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.  | T                               |
| 4. 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                               |
| 5. 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                               |
| 6. In the event the SQF desires wheeling by the Company of the SQF output, arrangements will be made subject to special consideration.  | T<br><br>D                      |
| 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<br><br>D<br>D                 |
| 8. 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.   | T<br><br>D                      |
| 9. The Customer shall execute an electric service agreement with the Company which may  | T                               |





Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Small Power Producer Rider

Dependable Service

Second Revised Sheet No.5 , Cancelling First Revised Sheet No. 5

(Continued)

- include, among other provisions, a minimum term of service and generator Capacity rating. T
10. 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 general insurance consistent with the rules set forth in ARSD chapter 20:10:36. OTP may require additional umbrella liability coverage up to \$2,000,000 against personal injury or property damage relating to the installation, interconnection, and operation of the SQF's facilities in such situations where losses or damages could exceed the general liability coverage required by ARSD chapter 20:10:36. N  
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D
11. 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. T
12. 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. T



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 13.00

**ELECTRIC RATE SCHEDULE  
Mandatory Riders – Applicability Matrix**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**MANDATORY RIDERS - APPLICABILITY MATRIX**

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

 <b>Applicability Matrix</b>			
	<b>Mandatory Riders</b>	Fuel Adjustment Clause Rider	Energy Efficiency Partnership (EEP) Cost Recovery Rider
<b>Base Tariffs</b>	Section Numbers	13.01	13.04
<b>RESIDENTIAL &amp; FARM SERVICES</b>			
Residential Service	9.01		
Residential Demand Control Service	9.02		
Farm Service	9.03		
<b>GENERAL SERVICES</b>			
Small General Service (Less than 20 kW)	10.01		
General Service (20 kW or Greater)	10.02		
Large General Service	10.03		
Commercial Service - Time of Use	10.04		
Large General Service - Time of Day	10.05		
<b>OTHER SERVICES</b>			
Standby Service	11.01		
Irrigation Service	11.02		
Outdoor Lighting - Energy Only	11.03		
Outdoor Lighting	11.04		
Municipal Pumping Service	11.05		
Fire Sirens - Civil Defense	11.06		
<b>Key:</b>	✓ = May apply	■ = Mandatory	□ = Not Applicable

C

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II


Section 13.00

# ELECTRIC RATE SCHEDULE

## Mandatory Riders – Applicability Matrix

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

 <b>Applicability Matrix</b>			
	<b>Mandatory Riders</b>	Fuel Adjustment Clause Rider	Energy Efficiency Partnership (EEP) Cost Recovery Rider
<b>Base Tariffs</b>	Section Numbers	13.01	13.04
<b>MANDATORY RIDERS</b>			
Fuel Adjustment Clause Rider	13.01		
Energy Efficiency Project (EEP) Rider	13.04		
<b>VOLUNTARY RIDERS</b>			
Water Heating - Controlled Service	14.01		
Real Time Pricing Rider	14.02	✓	
Large General Service Rider	14.03	✓	
Controlled Service - Interruptible Load (CT Metering) Rider	14.04		
Controlled Service - Interruptible Load (Self-Contained Metering) Rider	14.05		
Controlled Service - Deferred Load Rider	14.06		
Fixed Time of Delivery Rider	14.07		
Air Conditioning Control Rider	14.08		
Voluntary Renewable Energy Rider	14.09		
Released Energy Rider	14.11		
Bulk Interruptible Application and Pricing Guidelines Rider	14.12		
<b>Key:</b> <span>✓ = May apply</span> <span>■ = Mandatory</span> <span>□ = Not Applicable</span>			

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 13.01  
**ELECTRIC RATE SCHEDULE**  
**Fuel Adjustment Clause Rider**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**FUEL ADJUSTMENT CLAUSE RIDER**

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

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There shall be added to or deducted from the monthly bill the amount per Kilowatt-Hour (rounded to the nearest 0.001¢) that the average cost of fuel is above or below 2.5305¢ per Kilowatt-Hour. The average cost of fuel per Kilowatt-Hour for the current period shall be calculated from data covering actual costs from the most recent three month period as follows:

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Energy costs from actual months 1, 2 and 3 plus unrecovered (or less over recovered) prior cumulative Energy costs plus (or minus) the carrying charge, divided by the associated Energy (reduced for average system losses) associated with retail sales for actual months 1, 2 and 3 equals the cost of Energy amount.

T  
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The applicable adjustment will be applied month to month on a uniform billing cycle to each Customer's bill beginning with cycle 1 of the calendar month following the month when the adjustment is calculated. The cost of fuel shall be determined as follows:

1. The expense of fossil and other fuels, including but not limited to, biomass, wood, refuse-derived fuel (RDF), and tire-derived fuel (TDF), as recorded in Account 151 of the FERC's Uniform System of Accounts for Public Utilities and Licensees, used in the Company's generating plants.
2. The utility's share of the expense of fossil fuel, as recorded in Account 151, used in jointly owned or leased plants.
3. The net Energy cost of Energy purchases when such Energy is purchased on an economic dispatch basis, exclusive of Capacity or Demand charges.
4. The net cost of Energy purchases from any facility utilizing wind or other renewable Energy conversion systems for the generation of electric Energy, whether or not those purchases occur on an economic dispatch basis.
5. Renewable Energy purchased for the **TailWinds** program is not included in the fuel adjustment clause rider calculation.
6. Costs or revenues linked to the utility's load serving obligation, associated with participation in wholesale electric Energy markets operated by Regional Transmission Organizations, Independent System Operators or similar entities that have received Federal Energy Regulatory Commission approval to operate the Energy markets.

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7. The actual identifiable fossil and nuclear fuel expense associated with Energy purchased for reasons other than identified in 3 and 4 above. **T**
8. Less the fuel and other related costs recovered through intersystem sales.
9. Eighty-five percent (85%) of the Company's actual annual asset-based margins will be calculated after the close of the calendar year, and any increase or decrease as compared to the \$920,871 base-rate credit will be apportioned and applied equally as adjustments (whether as a credit or an expense) to the Company's Fuel Adjustment Clause Rider calculation each month (1/12) over the following 12-month period. Asset-based margins are defined as revenue minus expenses associated with asset-based transactions Energy sales. **T**
10. Twenty-five percent (25%) of the Company's South Dakota jurisdictional non-asset based wholesale margins shall be credited to the Energy Adjustment Rider calculation. The margins will be calculated annually after the close of each calendar year and the twenty-five percent (25%) will be credited only if the calendar year margin is positive; and the twenty-five percent (25%) to be credited will be apportioned and applied equally each month (1/12th) over the following 12-month period. Non-asset based margins are defined as revenue minus expenses associated with non-asset based transactions.

The Company's Customers will be served with the lowest cost resources available when the Company is engaged in asset-based transactions. For purposes of comparing which resources are lowest cost under this paragraph and for purposes of determining what order of dispatch constitutes "economic dispatch" under this rate schedule, must-take and take-or-pay Energy purchases and must-run resources, such as generation with minimum operating levels, intermittent wind, and run-of-river hydroelectric generation shall always be assigned to retail due to the fact that they have a very low or no avoidable variable cost. Energy purchases that are necessary for reliable and adequate service to retail Customers shall be procured at the lowest cost to the extent allowed by state or federal law or regulatory authority. **T**

Where, for any reason, billed system sales cannot be coordinated with fuel and other related costs, sales may be equated to the total of:

1. Net generation
2. Purchases and net interchange in, less
3. Intersystem sales, less
4. Losses on system retail sales



(Continued)

A carrying charge or credit will be included to determine the monthly fuel adjustment factor. The carrying charge or credit will be determined by applying one twelfth (1/12) of the overall rate of return granted by the Commission in the most recent rate decision to the recorded deferred fuel cost balance of the latest fuel adjustment calculation.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

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Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
Section 13.02  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 13.02 RESERVED FOR FUTURE USE**

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

Page 1 of 1

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
Section 13.03  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 13.03 RESERVED FOR FUTURE USE**





Fergus Falls, Minnesota

**ENERGY EFFICIENCY PARTNERSHIP (EEP)  
COST RECOVERY RIDER**

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

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**APPLICATION OF RIDER:** This rider is applicable to electric service under all of the Company's retail rate schedules, except for Standby Service, Section 11.01.

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**ENERGY EFFICIENCY ADJUSTMENT:** There shall be added to each Customer's bill an Energy Efficiency Adjustment based on the applicable adjustment factor multiplied by the Customer's monthly Energy (kWh) usage.

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**DETERMINATION OF ENERGY EFFICIENCY ADJUSTMENT:** The Energy Efficiency Adjustment shall be the quotient of the recoverable EEP Tracker Balance, divided by projected retail sales (kWh) for a designated 12-month recovery period. The Adjustment may be updated annually by approval of the South Dakota Public Utilities Commission (SD PUC). The recoverable EEP Tracker Balance is determined as follows:

1. EEP Tracker account balance as of the end of the prior year;
2. Plus EEP expenditures;
3. Plus financial incentives awarded by the SD PUC;
4. Plus carrying charge;
5. Minus EEP cost recovery through this rider or base rates, if any.

All costs appropriately charged to the EEP Tracker account shall be eligible for recovery through this rider and all revenues received from the application of the Energy Efficiency Adjustment shall be credited to the EEP Tracker account.

**ENERGY EFFICIENCY ADJUSTMENT FACTOR:** Effective with bills rendered on and after October 1, 2008, the Energy Efficiency Adjustment Factor is \$0.00063.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

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Fergus Falls, Minnesota

First Revised Sheet No. 1 Cancellng Original Sheet No. 1

## VOLUNTARY RIDERS - AVAILABILITY 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		Voluntary Riders	Water Heating - Control Rider	Real Time Pricing	Large General Service Rider	Controlled Service - Interruptible Load (CT Metering)	Controlled Service - Interruptible Load (Self-Contained Metering)	Controlled Service - Deferred Load	Fixed Time of Delivery	Air Conditioning Control	Renewable Energy	Released Energy	Interruptible Application and Pricing Guidelines
Base Tariffs		Section Numbers	14.01	14.02	14.03	14.04	14.05	14.06	14.07	14.08	14.09	14.11	14.12
<b>RESIDENTIAL &amp; FARM SERVICES</b>													
Residential Service		9.01	✓			✓	✓	✓	✓		✓		
Residential Demand Control Service		9.02	✓							✓	✓		
Farm Service		9.03	✓			✓	✓	✓	✓	✓	✓		
<b>GENERAL SERVICES</b>													
Small General Service (Less than 20 kW)		10.01	✓			✓	✓	✓	✓		✓		
General Service (20 kW or Greater)		10.02	✓	✓		✓	✓	✓	✓		✓	✓	
General Service - Time of Use		10.03	✓	✓							✓	✓	
Large General Service		10.04	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Large General Service - Time of Day		10.05	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
<b>OTHER SERVICES</b>													
Standby Service		11.01											
Irrigation Service		11.02											
Outdoor Lighting - Energy Only		11.03											
Outdoor Lighting		11.04											
Municipal Pumping Service		11.05	✓	✓		✓	✓	✓	✓		✓		
Civil Defense - Fire Sirens		11.06											
<b>Key:</b>		✓ = May apply	■ = Mandatory	□ = Not Applicable									

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**  
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Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills rendered on and after September 19, 2010, in South Dakota



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 14.01  
**ELECTRIC RATE SCHEDULE**  
**Water Heating Control Rider**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**WATER HEATING CONTROL RIDER**

DESCRIPTION	RATE CODE
Separately Metered Water Heating Control Service	71-191
Water Heating Credit Control Service	71-192

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

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**AVAILABILITY:** This rider is available for Customers with electric water heaters requesting controlled service; refer to Section 14.00 for the Voluntary Riders – Availability Matrix.

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**RATE:**

SEPARATELY METERED WATER HEATING - CONTROL SERVICE - 191		
Customer Charge per Month:	\$2.50	
Monthly Minimum Bill:	Customer + Facilities Charges	
Energy Charge per kWh:	Summer	Winter
	6.067 ¢/kWh	6.487 ¢/kWh

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WATER HEATING CREDIT CONTROL SERVICE - 192
Monthly Credit: \$4.00

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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 and by any 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.

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**TERMS AND CONDITIONS FOR RATE 191:** Service under this rate shall be supplied through a separate Meter.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 14.01  
ELECTRIC RATE SCHEDULE  
Water Heating Control Rider

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**TERMS AND CONDITIONS FOR WATER HEATING CREDIT CONTROL SERVICE -**

**RATE 192:** The Customer will be compensated by receiving the water heating credit. The credit will be applied on the Customer's Account, except the credit shall not reduce the monthly billing to less than the Monthly Minimum Bill.

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**CONTROL CRITERIA:** Service may be controlled for up to a total of 14 hours during 24-hour period, as measured from midnight to midnight. Under normal circumstances the Company will schedule recovery time following control periods that approach 14 hours.

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**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**EQUIPMENT SUPPLIED:** The Company will supply and maintain the necessary standard metering and/or control equipment.



Fergus Falls, Minnesota

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

## REAL TIME PRICING RIDER

DESCRIPTION	RATE CODE
Transmission Service	71-660
Primary Service	71-662
Secondary Service	71-664

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

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**AVAILABILITY:** This rider is available on a voluntary basis to Customers who have maintained a measured demand of at least 200 kW during the historical period used for Customer Baseline Load (“CBL”) development. Priority will be established based on the date that an agreement is executed by both the Customer and the Company.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

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**ADMINISTRATIVE CHARGE:** An Administrative Charge in the amount of \$199.00 will be applied to each monthly bill to cover billing, administrative, metering, and communication costs associated with real-time pricing, plus any other applicable Tariff charges.

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**TYPE OF SERVICE:** Three-phase, 60 hertz at any available Standard Voltage.

**TERM OF SERVICE:** Service under this rider shall be for a period not less than one year. The Customer shall take service under this rider by either signing new electric service agreements with the Company or by entering into amendments of existing electric service agreements. A Customer who voluntarily cancels service under this rider is not eligible to receive service again under this rider for a period of one year.

**PRICING METHODOLOGY:** Hourly prices are determined for each day based on projections of the hourly system incremental costs, losses according to voltage level, hourly outage costs (when applicable), and profit margin.



Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II  
Section 14.02  
ELECTRIC RATE SCHEDULE  
Real Time Pricing Rider

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

**CUSTOMER BASELINE LOAD:** The Customer Baseline Load is specific to each Real Time Pricing ("RTP") Customer and is developed using a 12-month period of hourly (8,760) energy levels (kWh) as well as the corresponding twelve monthly Billing Demands based on the Customer's rate schedule under which it was being billed immediately prior to taking service under the RTP Rider. The Customer's CBL must be agreed to in writing by the Customer as a precondition of receiving service under this rider.

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The Customer's CBL is a representation of its typical pattern of electricity consumption and is derived from historical usage data. The CBL is used to produce the Standard Bill and from which to measure changes in consumption for purposes of billing under the RTP rider.

**STANDARD BILL:** The Standard Bill is calculated by applying the charges in the rate schedule under which the Customer was being billed immediately prior to taking service under the RTP rider to both the Customer's CBL demand (adjusted for reactive demand) and the CBL level of Energy usage for each month of the RTP service year. The Company will immediately adjust a Customer's Standard Bill to reflect any changes which are approved by the South Dakota Public Utilities Commission to the applicable rate schedule.

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**BILL DETERMINATION:** A Real Time Pricing bill will be rendered after each monthly billing period. The bill consists of an Administrative Charge, a Standard Bill, a charge (or credit) for consumption changes from the CBL, and an excess Reactive Demand charge/credit. The monthly bill is calculated using the following formula:

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<b>RTP Bill<sub>Mo</sub> = Adm. Charge + Std Bill<sub>Mo</sub> + Consumption Changes from CBL<sub>Hr</sub> + Excess Reactive Demand</b>	
<b>Where:</b>	
RTP Bill <sub>Mo</sub>	= Customer's monthly bill for service under this Rider
Adm. Chg.	= See Administrative Charge section below
Std. Bill <sub>Mo</sub>	= See Standard Bill section above
Consumption Changes From CBL	= $\sum \{ \text{Price}_{\text{Hr}} \times \{ \text{Load}_{\text{Hr}} - \text{CBL}_{\text{Hr}} \} \}$
Excess Reactive Demand	= See Excess Reactive Demand section below
$\sum$	= Sum over all hours of the monthly billing period
Price <sub>Hr</sub>	= Hourly RTP price as defined under Pricing Methodology
Load <sub>Hr</sub>	= Customer's actual load for each hour of the billing period
CBL <sub>Hr</sub>	= Customer's CBL Energy usage for each hour of the billing period

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Fergus Falls, Minnesota

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**CONSUMPTION CHANGES FROM CBL:** Hourly RTP prices are applied only to the difference, determined in kWhs for each hour of the billing period, between the Customer's actual Energy usage and its CBL Energy usage.

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**EXCESS REACTIVE DEMAND:** The Reactive Demand shall be the maximum KVAR registered over any period of one hour during the month for which the bill is rendered. A separate charge or credit will be made on the bill to reflect incremental changes from the reactive Demand used in the Standard Bill calculation.

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**DETERMINATION OF THE CBL:**

1. Development of the Customer's CBL.

For a Customer who elects to take service under this RTP rider, the Company and the Customer will develop a CBL using hourly load data from a representative 12-month period. The representative hourly load data to be used will be historical data that originates within two years (24 months) of the date that the Customer begins receiving service under the RTP rider.

In situations where hourly data are not available for a particular Customer, a CBL will be made by using available aggregate metered usage data and load shapes from Customers with similar usage patterns along with engineering and operating data provided by the Customer and which is verified by the Company.

2. Calendar Mapping of the Base-Year CBL to the RTP service year.

To provide the Customer with the appropriate CBL for each day of the RTP service year, each day of the base-year CBL is calendar-mapped to the corresponding day of the RTP service year. Calendar-mapping is a day-matching exercise performed to assure that Mondays are matched to Mondays, Tuesdays are matched to Tuesdays, holidays to holidays, and so forth. Calendar-mapping also reflects Customer shutdown schedules. Calendar-mapping is performed prior to each year of RTP service, after any necessary adjustments (as defined below) are made to the CBL.



Fergus Falls, Minnesota

(Continued)

**CBL ADJUSTMENTS:** In order to assure that the CBL accurately reflects the energy that the Customer would consume on its otherwise applicable rate schedule, adjustments to the CBL shall be made for:

1. The installation of permanent energy efficiency measures or other verifiable conservation or technology efficiency improvement measures. At any time during the RTP service year, Customers can request that CBL adjustments be made to reflect efficiency improvements and that the adjustment coincide with the time of the installation or change-out.
2. The permanent removal of Customer equipment or a change to operating procedures that results in a significant and permanent reduction of electrical load. At any time before or during the RTP service year, the Company will make adjustments to the CBL to coincide with the time that the equipment is removed or changes to operating procedures.
3. The permanent addition of Customer equipment that has been or will be made prior to the *initial* RTP service year is based upon known changes in Customer usage and/or demand that are not directly related to the introduction of RTP.
4. One-time, extraordinary events such as a tornado or other natural causes or disasters outside the control of the Customer or the Company. In these cases, the Company will make adjustments to the CBL as warranted by the circumstance.

**CBL RECONTRACTING:** RTP Customers, at the time of initial subscription and during future re-subscription periods, shall select a recontracting Adjustment Factor that will be used in the CBL adjustment rule defined below for the next RTP service year. The Adjustment Factor shall be a number between zero and one inclusive.

After taking service under the RTP rider for one full year, the CBL for the second (and subsequent) year(s) of RTP service will be based on both the CBL and the actual load. CBLs will be developed for subsequent years based upon the following general rule:

$$CBL_{t+1} = CBL_t + \{ \text{Adjustment Factor} \times (\text{Actual load}_t - CBL_t) \}$$





Fergus Falls, Minnesota

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South Dakota P.U.C. Volume II  
Section 14.02  
ELECTRIC RATE SCHEDULE  
Real Time Pricing Rider

First Revised Sheet No. 5 Cancelling Original Sheet No. 5

**PRICE NOTIFICATION:** The Company shall make available to Customers, no later than 4:00 p.m. (Central Time) of the preceding day, hourly RTP prices for the next business day. Except for unusual periods where an outage is at high risk, the Company will make prices for Saturday through Monday available to Customers on the previous Friday. More than one-day-ahead pricing may also be used for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Because high-outage-risk circumstances prevent the Company from projecting prices more than one day in advance, the Company reserves the right to revise and make available to Customers prices for Sunday, Monday, any of the holidays mentioned above, or for the day following a holiday. Any revised prices shall be made available by the usual means no later than 4:00 p.m. of the day prior to the prices taking effect.

The Company is not responsible for a Customer's failure to receive or obtain and act upon the hourly RTP prices. If a Customer does not receive or obtain the prices made available by the Company, it is the Customer's responsibility to notify the Company by 4:30 p.m. (Central Time) of the business day preceding the day that the prices are to take effect. The Company will be responsible for notifying the Customer if prices are revised.

**SPECIAL PROVISIONS:**

1. If there is a change in the legal identity of the Customer receiving service under this RTP rider, service shall be terminated unless the Company and the Customer make other mutually agreeable arrangements.
2. All equipment to be served must be of such voltage and electrical characteristics so that it can be served from the circuit provided for the main part of the load and so that the electricity used can be properly measured by the meter ordinarily installed on such a circuit. If the equipment is such that it is impossible to serve from existing circuits, the Customer must provide any necessary transformers, auto transformers, or any other devices so that connection can be made to the circuit provided by the Company.
3. If the Customer's actual load exceeds the CBL by an amount that requires the Company to install additional facilities to serve the Customer, the Customer will be responsible for any and all costs incurred by the Company to install the facilities.



Fergus Falls, Minnesota

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

## LARGE GENERAL SERVICE RIDER

DESCRIPTION	Option 1	Option 2
Fixed Rate Energy Pricing	71-648	71-649
System Marginal Energy Pricing	71-642	71-645
Short-term Marginal Capacity Purchases	71-643	71-646
Short-term Marginal Capacity Releases	71-644	71-647

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

**AVAILABILITY:** This rider is available at the request of Customers who take service under the rate schedules listed in the Application Section of this Tariff and have either (**Option 1**) a Metered Demand of at least 1 MW, or (**Option 2**) a Total Coincident Demand of at least 10 MW for multiple, non-contiguous facilities that function in series.

**ADMINISTRATIVE CHARGE:** An Administrative Charge in the amount of \$199.00 will be applied to each monthly bill to cover billing, administrative, metering, and communication costs associated with this rider.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

**ELECTRIC SERVICE AGREEMENT:** For service under this Rider, the Company may, at its discretion, require a written electric service agreement ("ESA") between the Company and the Customer that sets forth, among other things, the Customer's Billing Demand, Firm Demand, - and Baseline Demands.

### **FIXED RATE ENERGY PRICING:**

**Background:** Certain Company industrial and Commercial Customers have ESAs that designate, among other things, a Billing Demand, On-Peak and Off-Peak Baseline Demands and a Firm Demand. With Baseline Demand(s), the Company agrees to provide and the Customer agrees to purchase all of its Energy requirements at rates set forth in the Customer's applicable rate schedule and/or a negotiated rate subject to Commission approval. Setting Firm and Baseline Demands benefit both the Company and the Customer. With Firm Demands, the Company is able to curtail participating Customers' load to predetermined levels which allows the Company to more accurately forecast its native load



Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

Capacity and Energy requirements. Baseline Demand(s) assure the Customer a fixed price for Energy up to the Baseline Demand(s) and the ability to purchase Energy above the Baseline Demand at rates set forth in the Customer's applicable rate schedule and/or a negotiated Energy rate subject to Commission approval.

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**Energy:** A Customer's monthly rate for Energy will be determined in two parts: (1) Energy consumed up to and including the Baseline Demand(s) , and (2) Energy consumed above the Baseline Demand. The price (rate) for Energy consumed up to and including the Baseline Demand(s) will be determined by multiplying the Customer's metered Energy consumption by the Energy rate provided in the rate schedule applicable to the Customer and/or a negotiated rate subject to Commission approval. The monthly rate for Energy consumed above the Baseline Demand(s) will be determined by multiplying the Customer's metered Energy consumption by the Energy rate provided in the rate schedule applicable to the Customer and/or a negotiated Energy rate subject to Commission approval.

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**Demand:** A Customer's monthly rate for Demand shall be determined by multiplying the Customer's Billing Demand by the Demand rate provided in the rate schedule applicable to the Customer and/or a negotiated Demand rate subject to Commission approval.

#### **SYSTEM MARGINAL ENERGY PRICING:**

**Background:** Certain Company industrial and Commercial Customers have ESAs that designate, among other things, a Billing Demand, Baseline Demands and a Firm Demand. With Baseline Demands, the Company agrees to provide and the Customer agrees to purchase its Energy requirements up to the Baseline Demand(s) at rates set forth in the Customer's applicable rate schedule. Setting a Firm and Baseline Demands benefits both the Company and the Customer. With Firm Demands, the Company is able to curtail participating Customers' load to predetermined levels which allows the Company to more accurately forecast its native load Capacity and Energy requirements. Baseline Demands assure the Customer a fixed price for Energy up to the Baseline Demand(s) and the ability to purchase Energy above the Baseline Demand(s) on a "real time" basis, which can be higher or lower than the rates set forth in the applicable rate schedule. Accordingly, a Customer can adjust its Energy consumption above the Baseline Demand(s) according to the value the Customer places on that Energy in real-time.

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**Energy:** A Customer's monthly rate for Energy will be determined in two parts: (1)



Fergus Falls, Minnesota

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

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Energy consumed up to and including the Baseline Demand(s) , and (2) Energy consumed above the Baseline Demand(s). The price (rate) for Energy consumed up to and including the Baseline Demand(s) will be determined by multiplying the Customer's metered Energy consumption by the Energy rate provided in the rate schedule applicable to the Customer. The monthly rate for Energy consumed above the Baseline Demand(s) will be determined by multiplying the Customer's metered Energy consumption by the Company's System Marginal Energy Price.

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**System Marginal Energy Price Notification:** No later than 4:00 p.m. (Central Time) of the preceding day, the Company shall give its best efforts to make available to Customers the System Marginal Energy Price for the next business day. System Marginal Energy Prices for Saturday through Monday will be made available, whenever possible, the previous Friday. The Company may deviate from this procedure in abnormal operating conditions and for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

The Company is not responsible for a Customer's failure to receive or obtain and act upon the System Marginal Energy Prices. If a Customer does not receive or obtain the prices made available by the Company, it is the Customer's responsibility to notify the Company by 4:30 p.m. of the business day preceding the day the prices are to take effect. The Company reserves the right to revise its System Marginal Energy Price at any time prior to the Customer's acceptance and will be responsible for notifying the Customer of such revised prices.

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**Demand:** A Customer's monthly rate for Demand shall be determined by multiplying the Customer's Billing Demand by the Demand rate provided in the rate schedule applicable to the Customer.

### **SHORT-TERM MARGINAL CAPACITY PURCHASES:**

**Background:** Certain Customers have ESAs that establish for the term of the ESA, among other things, a Billing Demand under which the Customer purchases a fixed level of Capacity and a Firm Demand that represents the load-level to which the Customer must curtail on being notified by the Company. On a Short-term basis, the Customer may desire either more or less Capacity than that established in the ESA. The Short-Term Marginal Capacity Purchases and Short-Term Marginal Capacity Releases sections provide a mechanism under which the Customer may, on a Short-term basis, purchase additional Capacity from the Company or third party (the "Marginal Capacity") or release (sell) Capacity to the Company or third party (the "Released Capacity").

**Marginal Capacity:** Where the Customer requests additional Capacity on a Short-term



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basis, the Customer may reserve additional Capacity, to the extent available, from the Company's system, or request the Company to purchase available Capacity in the market (the "Marginal Capacity"). Where the Company is unable to provide Marginal Capacity within 60 days of the Customer's notice under Section 4.3, the Customer may seek Marginal Capacity indirectly from a third party. The Company would work with the third party to effectuate the purchase. In each case, the Company agrees to give to the Customer its best effort in seeking the Marginal Capacity. The Marginal Capacity purchase must be for a minimum of 1000 kW (1MW) and will include charges for Transmission Service, a Reserve Margin and applicable administrative and other costs. The Company does not guarantee the availability of Capacity or Transmission Service for the Marginal Capacity.

**Compensation:** The rate for the Marginal Capacity shall be as negotiated by the parties. Where the Marginal Capacity is provided by a third party, the compensation for such Marginal Capacity shall be as negotiated between the Customer, the Company and the third-party, and the Company shall be compensated for its efforts in assisting the transaction.

**Purchase Period:** The Purchase Period shall be either a Summer Season(s) or Winter Season(s), or combination thereof, unless otherwise agreed to by the Company and the Customer, but in no case will be less than one (1) month.

**Effect of Marginal Capacity:** By purchasing Marginal Capacity, the Customer agrees that its Firm Demand, as established in the ESA, will be increased throughout the Purchase Period by the amount of Marginal Capacity purchased. The Customer will continue to be billed for the Billing Demand established in the ESA. For all eligible Customers not taking service under Rate Schedule 14.02 (Real Time Pricing Rider), Energy consumed above the Baseline Demand(s) will continue to be billed at the System Marginal Energy Price. RTP Rider Customers will continue to be billed under the provisions of Rate Schedule 14.02.

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### **SHORT-TERM MARGINAL CAPACITY RELEASES:**

**Background:** Certain Customers have ESAs that establish for the term of the ESA, among other things, a Billing Demand under which the Customer purchases a fixed level of Capacity and a Firm Demand that represents the load-level to which the Customer must curtail on being notified by the Company. On a Short-term basis, the Customer may desire either more or less Capacity than that established in the ESA. The Short-Term Marginal Capacity Purchases and Short-Term Marginal Capacity Releases sections provide a mechanism under which the Customer may, on a Short-term basis, purchase





Fergus Falls, Minnesota

First Revised Sheet No. 5 Cancelling Original Sheet No. 5

(Continued)

additional Capacity from the Company or third party (the “Marginal Capacity”) or release (sell) Capacity to the Company or the third party (the “Released Capacity”).

**Released Capacity:** Where the Customer requests to release Capacity on a short-term basis, the Customer may release some but not all of the Capacity (the “Released Capacity”), and the Company agrees to give its best effort in finding a purchaser of the Released Capacity. Where the Company is unable or unwilling to purchase the Released Capacity for its own use or to resell it off-system at wholesale, or otherwise find a purchaser, within 60 days of the Customer’s notice under Section 4.3, the Customer may have a third party market the Capacity. The Company would work with the third-party to effectuate the sale of the Released Capacity. The Released Capacity must be a minimum of 1,000 kW (1MW).

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**Compensation:** As compensation for the Released Capacity, the Customer shall receive a credit or payment during any billing month in which the Customer and the Company have cooperated to make a Released term Capacity sale, adjusted to take into account the Company’s applicable administrative and other costs. Where the Company purchases the Released Capacity, the rate will be as negotiated between the Company and the Customer. No credit will be given to the Customer for any Energy sold by the Company under the Released Capacity, and the Customer will have no cost responsibility associated with the sale of such Energy. Where the Released Capacity is marketed by a third party, the compensation for such Released Capacity shall be as negotiated between the Customer, the Company and the third-party, and the Company shall be compensated for its efforts in assisting the Released Capacity transaction.

**Release Period:** The Release Period shall be either a Summer Season(s) or Winter Season(s), or combination thereof, unless otherwise agreed to by the Company and the Customer, but in no case will be less than one (1) month.

**Effect of Release Capacity:** By selling Released Capacity, the Customer agrees that its Firm Demand, as established in the ESA, will be reduced throughout the Release Period by the amount of Released Capacity. The Customer will continue to be billed for the Billing Demand established in the ESA.

**PENALTY FOR INSUFFICIENT LOAD CONTROL:** Upon notification from the Company, the Customer shall curtail its Demand to its Firm Demand, as adjusted to take into consideration any Marginal Capacity or Released Capacity. In the event the Customer fails to curtail its load as requested by the Company, the Customer will forfeit any compensation for that period, if any is due. In addition, the Customer shall be responsible for any and all costs and/or penalties incurred by the Company as result of the Customer’s failure to curtail. The duration and frequency of curtailments shall be at the sole discretion of the Company unless otherwise



Fergus Falls, Minnesota

First Revised Sheet No. 6 Cancelling Original Sheet No. 6

(Continued)

provided in the ESA between the Company and the Customer.

**TRANSACTION COSTS:** Where the Company gives its best efforts to arrange either a Marginal Capacity purchase or Released Capacity sale but is nonetheless unable to find a market for the Customer, the Company is entitled to its associated transaction costs.

**NOTIFICATION REQUIRED BY CUSTOMER:** In order to improve the possibility there will be a market for the Released Capacity or Marginal Capacity available, the Customer shall provide notice of its intent to sell Released Capacity or purchase Marginal Capacity no later than six months before the start date of the next applicable Winter Season or Summer Season, the six-month requirement to be waived at the Company's discretion.

**COMMUNICATION REQUIREMENTS:** The Customer agrees to use Company-specified communication requirements and procedures when submitting any offer for Released Capacity or Marginal Capacity. These requirements may include specific computer software and/or electronic communication procedures.

**METERING REQUIREMENTS:** Company approved metering equipment capable of providing load interval information is required for Rider participation. The Customer agrees to pay for the additional cost of such metering when not provided in conjunction with existing retail electric service.

**LIABILITY:** The Company and the Customer agree that the Company has no liability for indirect, special, incidental, or consequential loss or damages to the Customer, including but not limited to the Customer's operations, site, production output, or other claims by the Customer as a result of participation in this Rider.

**FUEL ADJUSTMENT CLAUSE RIDER:** Energy consumed up to and including the On-Peak Baseline Demand and Off-Peak Baseline Demand is subject to the Fuel Adjustment Clause Rider as provided in Section 13.01, or any amendments or superseding provisions applicable thereto. Because Energy consumed above the Baseline Demand(s) is subject to the System Marginal Energy Price and calculated on a real-time basis, it is not subject to the Fuel Adjustment Clause Rider as provided for in Mandatory Riders – Applicability Matrix, Section 13.00.

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**CUSTOMER EQUIPMENT:** Customers taking service under this Rider shall provide equipment to maintain a power factor at a level no less than the level in which penalties would be invoked under the Tariff, if applicable.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 14.04

## ELECTRIC RATE SCHEDULE

Controlled Service – Interruptible Load – CT Metering Rider

(Large Dual Fuel)

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

### CONTROLLED SERVICE - INTERRUPTIBLE LOAD

#### CT METERING RIDER

(Commonly identified as Large Dual Fuel)

DESCRIPTION	Option 1	Option 2
CT Metering without ancillary load	71-170	N/A
CT Metering without ancillary load (with short duration cycling)	71-165	N/A
Penalty	71-881	N/A
CT Metering with ancillary load		
Uncontrolled period	N/A	71-168
Controlled period	N/A	71-268
CT Metering with ancillary load (with short duration cycling)		
Uncontrolled period	N/A	71-169
Controlled period	N/A	71-269

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

**AVAILABILITY:** This rider is available for Customers with approved permanently connected interruptible load; such loads are primarily the electric heating portion of dual fuel heating systems. Electric heating systems may include heat pumps. Domestic electric water heating, and/or other permanently connected approved loads other than the exceptions noted below in Option 2, will be interrupted during control periods.

When service to the electric space heating equipment on this rate is interrupted, the back-up heating system cannot be electric.

Option 1: Electric fans, pumps and other ancillary equipment used in the Distribution of conditioned air and/or water shall be wired for service through the Customer's firm service Tariff.

Option 2: The Company retains the authority to allow a portion of the load used to deliver conditioned air and/or water during the control period to remain on during control periods in situations where 1) it is functionally or financially unfeasible to separately serve the equipment's control systems, or other critical ancillary equipment associated with this load, or 2) if the separation would violate the manufacturer's Underwriters Laboratory (UL) approval or other industry recognized operating standards.





Fergus Falls, Minnesota

(Continued)

**ELECTRIC RATE SCHEDULE**

**Controlled Service – Interruptible Load – CT Metering Rider  
(Large Dual Fuel)**

*First Revised Sheet No. 2 Cancelling Original Sheet No. 2*

During the control period the amount of ancillary load shall not exceed 5% of the metered maximum Demand measured during any period within the most recent 12 months. (For example, although a minimal amount of fan and/or pump load may be allowed under this provision, it is not intended to be applied to larger loads such as the non-conditioned fan load on low-temperature grain drying.)

If the Customer does not have a back-up heating system, it is not automatic, or it is inadequate, then the Company requires a primary electric heating Customer served on an interruptible rate to complete a Controlled Service Agreement acknowledging that the Customer is aware of the potential for property damage.

**RATE:**

OPTION 1			
Customer Charge per Month:		\$5.00	
Monthly Minimum Bill:		Customer + Facilities Charges	
Facilities Charge per Annual			
Maximum kW per Month:		\$0.12	
		Summer	Winter
Energy Charge per kWh:		3.694 ¢/kWh	4.004 ¢/kWh
Penalty kWh		14.991 ¢/kWh	15.270 ¢/kWh
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.			



Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Controlled Service – Interruptible Load – CT Metering Rider

(Large Dual Fuel)

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

(Continued)

OPTION 2			
Customer Charge per Month:	\$6.00		
Monthly Minimum Bill:	Customer + Facilities Charges		
Facilities Charge per Month per Annual Maximum kW:	\$0.12		
	Summer		Winter
Energy Charge per kWh:	3.939 ¢/kWh		4.270 ¢/kWh
Control Period Demand Charge per kW:	\$ 7.29 /kW		\$ 6.13 /kW

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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 and by any 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.

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**DEFINITIONS OF SEASONS:**

Summer: June 1 through September 30.

Winter: October 1 through May 31.

**PENALTY PERIODS – OPTION 1 ONLY:** Penalty periods are defined as periods when the Company signals to interrupt the Customer's load and the Customer's equipment does not shed the load. Installation of a dual register Meter will be at the option of the Company. When a dual register Meter is installed, Penalty usage will be recorded on the penalty register and the total register of the dual register Meters.

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The penalty provision is not intended as a buy-through option. Under no circumstances should the penalty clause of this rider be interpreted as an approved buy-through option for service under this rider.

**CONTROL CRITERIA:** Service may be controlled up to a total of 24 hours during any 24-hour period, as measured from midnight to midnight. Short-duration cycling is approximately 15 minutes off / 15 minutes on of appropriate cooling equipment during the Summer Season (June 1-September 30). Domestic water heating may be controlled up to 14 hours in the 24-hour period.

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Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Section 14.04

**ELECTRIC RATE SCHEDULE**

**Controlled Service – Interruptible Load – CT Metering Rider  
(Large Dual Fuel)**

*First Revised Sheet No. 4 Cancelling Original Sheet No. 4*

**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 shall be based on the greatest of the current and preceding 11 monthly measured Demands.

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**DETERMINATION OF CONTROL PERIOD DEMAND – OPTION 2 ONLY:** The Billing Demand measured during the control period for which the bill is rendered shall be the maximum metered kW for any period of 15 consecutive minutes during the control period.

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**EQUIPMENT SUPPLIED:** The Company will supply and maintain the necessary standard metering and control equipment.



Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Controlled Service – Interruptible Load – Self-Contained Metering Rider

(Small Dual Fuel)

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**CONTROLLED SERVICE – INTERRUPTIBLE LOAD**

**SELF-CONTAINED METERING RIDER**

(Commonly identified as Small Dual Fuel)

DESCRIPTION	RATE CODE
Controlled Service	71-190
Controlled Service – (Short Duration Cycling)	71-185
Penalty	71-882

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

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**AVAILABILITY:** This rider is available for Customers with approved permanently connected interruptible load; such loads are primarily the electric heating portion of dual fuel heating systems. Electric heating systems may include heat pumps. Domestic electric water heating other than the exceptions noted below, and/or other permanently connected approved loads can be interrupted during control periods. Electric fans, pumps, and other ancillary equipment used in the distribution of conditioned air and/or water shall be wired for service through the Customer's firm service Tariff.

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The Company retains the authority to allow a portion of the load to remain on during control periods in situations where 1) it is unfeasible to separately serve the equipment's control systems, or other critical ancillary equipment associated with this load, or 2) if the separation would violate the manufacturer's Underwriters Laboratory (UL) approval or other industry recognized operating standards. Although a minimal amount of fan and pump load may be allowed under this provision, it is not intended to be applied to larger fan or pump loads such as those on low temperature grain drying.

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When service to the electric space heating equipment on this rate is interrupted, the back-up heating system cannot be electric.

If the Customer does not have a back-up heating system, it is not automatic, or it is inadequate, then the Company requires a primary electric heating Customer served on an interruptible rate to complete a Controlled Service Agreement acknowledging that the Customer is aware of the potential for property damage.

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Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Controlled Service – Interruptible Load – Self-Contained Metering Rider

(Small Dual Fuel)

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**RATE:**

CONTROLLED SERVICE - INTERR LOAD – SELF-CONTAINED			
Customer Charge per Month:	\$2.00		
Monthly Minimum Bill:	Customer + Facilities Charges		
Facilities Charge per Month:	\$5.00		
	Summer		Winter
Energy Charge per kWh:	4.117 ¢/kWh		4.503 ¢/kWh
Penalty Charge per kWh:	15.876 ¢/kWh		17.120 ¢/kWh
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.			

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

**PENALTY PERIODS:** Penalty periods are defined as periods when the Company signals to interrupt the Customer's load and the Customer's equipment does not shed load. Installation of a dual register Meter will be at the option of the Company. When a dual register Meter is installed, penalty usage will be recorded on the penalty register, and the total register of the dual register Meters.

The penalty provision is not intended as a buy-through option. Under no circumstances should the penalty clause of this rider be interpreted as an approved buy-through option for service under this rider.

**CONTROL CRITERIA:** Service may be controlled up to a total of 24 hours during any 24-hour period, as measured from midnight to midnight. Short-duration cycling is approximately 15



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 14.05

**ELECTRIC RATE SCHEDULE**

**Controlled Service – Interruptible Load – Self-Contained Metering Rider  
(Small Dual Fuel)**

*First Revised Sheet No. 3 Cancelling Original Sheet No. 3*

*(Continued)*

minutes off / 15 minutes on of appropriate cooling equipment during the Summer Season (June 1-September 30). Domestic water heating may be controlled up to 14 hours in the 24-hour period.

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**EQUIPMENT SUPPLIED:** The Company will supply and maintain the necessary standard metering and control equipment.



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 14.06

**ELECTRIC RATE SCHEDULE**

**Controlled Service – Deferred Load Rider  
(Thermal Storage)**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

**CONTROLLED SERVICE  
DEFERRED LOAD RIDER**  
(Commonly identified as Thermal Storage)

DESCRIPTION	RATE CODE
Deferred Loads	71-197
Deferred Loads (Short Duration Cycling)	71-195
Penalty	71-883

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

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**AVAILABILITY:** This rider is available for Customers with approved permanently connected deferred loads that can be served under the limited conditions provided; such loads are primarily electric water heating and thermal storage.

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Deferred loads may include heat pumps, domestic electric water heating, and other permanently connected loads that can be interrupted.

Electric fans, pumps, and other ancillary equipment used in the distribution of conditioned air and/or water shall be wired through the Customer's firm service Meter.

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The Company retains the authority to allow a portion of the load to remain on during control periods in situations where 1) it is unfeasible to separately serve the equipment's control systems, or other critical ancillary equipment associated with this load, or 2) if the separation would violate the manufacturer's Underwriters Laboratory (UL) approval or other industry recognized operating standards. Although a minimal amount of fan and pump load may be allowed under this provision, it is not intended to be applied to larger loads such as the fan load on low temperature grain drying.



Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Section 14.06

## ELECTRIC RATE SCHEDULE

### Controlled Service – Deferred Load Rider (Thermal Storage)

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

#### **RATE:**

CONTROLLED SERVICE - DEFERRED LOAD			
Customer Charge per Month:	\$3.00		
Monthly Minimum Bill:	Customer + Facilities Charges		
Facilities Charge per Month:	\$4.00		
	Summer	Winter	
Energy Charge per kWh:	4.992 ¢/kWh	5.337 ¢/kWh	
Penalty kWh	15.340 ¢/kWh	16.286 ¢/kWh	
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.			

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

**PENALTY PERIODS:** Penalty periods are defined as periods when the Company signals to interrupt the Customer's load and the Customer's equipment does not shed load. Installation of a dual register Meter will be at the option of the Company. When a dual register Meter is installed, penalty usage will be recorded on the penalty register, and the total register of the dual register Meters.

The penalty provision is not intended as buy-through option. Under no circumstances should the penalty provision is not intended as buy-through option. Under no circumstances should the penalty clause of this rider be interpreted as an approved buy-through option for service under this rider.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: August 20, 2010  
Approved by order dated:  
Docket No. EL10-

Thomas R. Brause  
Vice President, Administration

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota





Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Section 14.06

## ELECTRIC RATE SCHEDULE

### Controlled Service – Deferred Load Rider (Thermal Storage)

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

**CONTROL CRITERIA:** Service may be controlled for up to a total of 14 hours during any 24-hour period, as measured from midnight to midnight. Under normal circumstances, the Company will schedule recovery time following control periods that approach 14 continuous hours. Short-duration cycling is 15 minutes off / 15 minutes on of appropriate cooling equipment during the Summer Season (June 1-September 30). Domestic water heating may be controlled up to 14 hours in the 24-hour period, as measured from midnight to midnight.

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**EQUIPMENT SUPPLIED:** The Company will supply and maintain the necessary standard metering and control equipment.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 14.07  
**ELECTRIC RATE SCHEDULE**  
**Fixed Time of Service Rider**  
**(Fixed TOS)**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**FIXED TIME OF SERVICE RIDER**  
(Commonly identified as Fixed TOS)

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DESCRIPTION	RATE CODE
Fixed Time of Service – Self-Contained Metering	71-301
Penalty	71-884
Fixed Time of Service – CT Metering	71-302
Penalty	71-885
Fixed Time of Service – Primary CT Metering	71-303
Penalty	71-886

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

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**AVAILABILITY:** This rider is available to Customers with permanently connected thermal storage space heating technologies that are designed and installed with the capability to be operated under the limitations and terms of this rider.

Electric fans, pumps, and other ancillary equipment used in the distribution of heat shall be wired through the Customer's firm service Meter. The Company retains the authority to allow a portion of the load to remain on during control periods in situations where 1) it is unfeasible to separately served the equipment's control systems, or other critical ancillary equipment associated with this load, or 2) if the separation would violate the manufacturers Underwriters Laboratory (UL) approval or other industry recognized operating standards. Although a minimal amount of fan and pump load may be a allowed under this provision, it is not intended to be applied to larger loads such as the fan load on low temperature grain drying.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 14.07  
**ELECTRIC RATE SCHEDULE**  
**Fixed Time of Service Rider**  
**(Fixed TOS)**

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**RATE:**

FIXED TIME OF SERVICE - Self-Contained Metering			
Customer Charge per Month:		\$1.50	
Monthly Minimum Bill:		Customer + Facilities Charges	
Facilities Charge per Month:		\$3.00	
		Summer	Winter
Energy Charge per kWh:	1.629 ¢/kWh	3.331 ¢/kWh	
Penalty:	5.673 ¢/kWh	3.599 ¢/kWh	
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.			

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FIXED TIME OF SERVICE – CT Metering			
Customer Charge per Month:		\$2.00	
Monthly Minimum Bill:		Customer + Facilities Charges	
Facilities Charge per Month:		\$16.00	
		Summer	Winter
Energy Charge per kWh:	1.629 ¢/kWh	3.331 ¢/kWh	
Penalty:	5.673 ¢/kWh	3.599 ¢/kWh	
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.			

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 14.07  
**ELECTRIC RATE SCHEDULE**  
**Fixed Time of Service Rider**  
**(Fixed TOS)**

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

(Continued)

FIXED TIME OF SERVICE – Primary CT Metering				
Customer Charge per Month:		\$5.00		
Monthly Minimum Bill:		Customer + Facilities Charges		
Facilities Charge per Month:		\$8.00		
		Summer		Winter
Energy Charge per kWh:		1.623	¢/kWh	3.318 ¢/kWh
Penalty:		5.667	¢/kWh	3.586 ¢/kWh
During the Penalty Period, kWh used will be measured and billed at the Energy Charge and Penalty listed above.				

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

**PENALTY PERIODS:** Penalty periods are defined as periods when the Company signals to interrupt the Customer's load and the Customer's equipment does not shed the load. Installation of a dual register Meter will be at the option of the Company. When a dual register Meter is installed, penalty usage will be recorded on the penalty register, and the total register of the dual register Meters.

The penalty provision is not intended as buy-through option. Under no circumstances should the penalty clause of this rider be interpreted as an approved buy-through option for service under this rider.

**CONTROL CRITERIA:** The Customer will receive electric service from 10:00 p.m. until 6:00 a.m. each day. During all other hours, the Customer's load will be controlled.

**EQUIPMENT SUPPLIED:** The Company will supply and maintain the necessary standard metering and control equipment.



Fergus Falls, Minnesota

**AIR CONDITIONING CONTROL RIDER**  
(Commonly identified as **CoolSavings**)

DESCRIPTION	RATE CODE
Air Conditioning Control Rider	71-760

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

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**AVAILABILITY:** This rider is available to Residential Customers only with central cooling equipment.

**COMPENSATION:** The Customer will be compensated for taking service on this rider by receiving a \$7.00 per month bill credit during the billing months June through September. The credit will be applied on the Customer's Account.

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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 and by any 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.

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**TERMS AND CONDITIONS:**

1. Summer Season hours of interruptions per year shall not exceed 300, except during periods of Company system emergencies. Central cooling equipment will be cycled approximately 15 minutes on / 15 minutes off.
2. The Company will install, own, and maintain the load management devices controlling the Customer's central cooling equipment.
3. The Customer is required to remain on the rider for 12 consecutive months unless given special approval by the Company. If the Customer leaves the program, they may not participate for another 12 months and may not receive any form of compensation as determined by the Company.
4. The Company has the right to test the function of the load management devices at any time.
5. The Customer must agree to allow the Company to control all central cooling equipment at the location of service.



Fergus Falls, Minnesota

**VOLUNTARY RENEWABLE ENERGY RIDER**  
(Commonly identified as **TailWinds** Program)

DESCRIPTION	RATE CODE
Voluntary Renewable Energy Rider	71-720

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

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**AVAILABILITY:** This rider is available to all Customers on a voluntary basis for those averaging 100 Kilowatt-Hours (kWh) or more of usage per month. The renewable Energy service provided under this schedule is subject to the availability of renewable Energy designated to it, as determined by the Company, and is made available on a first-come, first-serve basis.

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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 and by any 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.

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**RATE:** The charge for the renewable Energy under this schedule is \$1.30 per 100 kWh contracted block. This charge per 100 kWh is in addition to the applicable rate schedule currently serving the Customer. All charges under existing Tariffs remain in effect.

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This Voluntary Renewable Energy Rider is not subject to the Fuel Adjustment Clause Rider, Section 13.01.

**TERMS AND CONDITIONS:**

1. Service under this schedule shall be for a period not less than 12 consecutive months, automatically renewed monthly. After the first full year of service, Customers may cancel service under this schedule by providing oral or written notice to the Company of their intent to no longer take service no less than 30 days prior to the Customers' normal monthly billing date.
2. The schedule is unavailable to Customers where the Customer: 1) has received one or more disconnect notices within the last 12 months or 2) has been disconnected within the last 12 months.
3. Where the renewable Energy under the schedule is unavailable to the Company for more than 30 consecutive days, the Company will provide an appropriate credit on the Customer's next monthly statement.

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Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
Section 14.10  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 14.10 RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

South Dakota P.U.C. Volume II

Section 14.11

ELECTRIC RATE SCHEDULE

Released Energy Access Program (REAP) Rider

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**RELEASED ENERGY ACCESS PROGRAM (REAP) RIDER**

DESCRIPTION	RATE CODE
Released Energy Access Program Rider	71-770

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

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**AVAILABILITY:** This rider is available to any Customer who agrees to release a minimum of 500 Kilowatts (kW) over the Release Period. A minimum of five Megawatts (MW) of total load reduction may be required over the Release Period at Company's discretion. For example, if two Customers each agree to release one MW and another Customer agrees to release two MW, all over the same Release Period, the rider may be inapplicable because only four MW in total were released.

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Both the Company and the Customer have the option to request the release of Energy under the rider. The Customer is not obligated to release and the Company is not obligated to purchase the Energy until the parties agree on Compensation, the Release Period, and other applicable terms. Customer participation is voluntary.

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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 and by any 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.

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**COMPENSATION:**

**Compensation for Off-System Sales**

As compensation for participation, the Customer shall receive a credit or payment during any billing month in which Customer and Company have cooperated to make a short-term off-system Energy sale, or other mutually agreed method of Compensation. The Compensation shall be a per Megawatt-hour (MWh) credit or payment for each hour subject to an off-system Energy sale. The Compensation shall equal a negotiated percentage of the sale margin for each hour that such sale opportunity occurs.

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Fergus Falls, Minnesota

(Continued)

ELECTRIC RATE SCHEDULE

Released Energy Access Program (REAP) Rider

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

Compensation for Avoided Energy Purchases

The Company may request, and the Customer may voluntarily reduce, Customer's Energy requirement during periods when Company is purchasing Energy to meet its firm Energy requirement, thereby enabling Company and its Customers to avoid higher cost Energy purchases. Company shall provide the Customer Compensation in the form of a credit or cash payment for the reduced Energy usage. The Compensation shall equal a negotiated percentage up to 90% of the avoided Energy purchase cost for each hour that such an avoided purchase occurs. The Compensation provided shall be allowed as a recoverable cost for Fuel Adjustment Clause purposes.

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Release Period

The Release Period is the period during which the Company agrees to purchase Energy from the Customer.

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**CONDITIONS:**

1. Purchase is Nonfirm. If a Customer makes Energy available for sale but no sale of the released Energy or avoided purchase is actually completed (for example, due to transmission constraints), the Compensation shall be zero. In the event that a scheduled released Energy sale or avoided Energy purchase is not completed or the terms and conditions change, the Company shall so notify the Customer as soon as possible.
2. Committed Load Reduction. The Committed Load Reduction is the load reduction the Customer and the Company agree the Customer will provide for the Release Period, relative to the Released Energy Profile. The Committed Load Reduction must be 500 kW or greater.
3. Released Energy Profile/Controllable Service Limit. The Company will determine a Released Energy Profile ("REP") for each Release Period. The REP may be developed by using load interval data from the five-day rolling average of uninterrupted, nonholiday weekday loads up to the day before a Release Period begins or in another manner as determined by the Company. The rolling average will exclude days not representative of

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Fergus Falls, Minnesota

(Continued)

ELECTRIC RATE SCHEDULE

Released Energy Access Program (REAP) Rider

First Revised Sheet No. 3 Cancelling Original Sheet No. 3

load characteristics expected during the Release Period, such days to be determined solely by the Company.

The Company has controllable electric retail service options that define a Customer's firm Demand level as the maximum allowable load during control periods. If the Customer receives this type of controllable service from the Company, the REP may not exceed its predetermined firm Demand for load intervals that occur during an applicable control period.

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4. Notice. When opportunities for released Energy are anticipated, the Company shall provide advance notice, if possible, of the approximate margins or available Energy purchase costs and hours of sale or purchase opportunity available to interested Customers. Opportunities for voluntary load reductions shall be given simultaneously to all eligible Customers. When possible, notice shall also be made via phone calls to individuals designated by the Customer.

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The Customer may also notify the Company when the Customer desires to reduce Energy requirements for released Energy sales or avoided Energy purchase opportunities. The Customer may, in lieu of daily elections, have a "standing agreement" with the Company regarding the conditions for releasing Energy, including the Release Period, required margins, margin sharing, etc. These standing agreements, along with daily elections, may be made on a Customer-by-Customer basis and shall be considered by the Company on a confidential basis without notice to other Customers.

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5. Communication Requirements. The Customer agrees to use Company-specified communication requirements and procedures when submitting any offer for released Energy. These requirements may include specific computer software and/or electronic communication procedures.

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6. Metering Requirements. Company approved metering equipment capable of providing load interval information is required for rider participation. The Customer agrees to pay for the additional cost of such metering when not provided in conjunction with existing retail electric service.

7. Liability. The Company and the Customer agree that the Company has no liability for indirect, special, incidental, or consequential loss or damages to the Customer, including



Fergus Falls, Minnesota

(Continued)

South Dakota P.U.C. Volume II

Section 14.11

ELECTRIC RATE SCHEDULE

Released Energy Access Program (REAP) Rider

First Revised Sheet No. 4 Cancelling Original Sheet No. 4

but not limited to the Customer's operations, site, production output, or other claims by the Customer as a result of participation in this rider.

8. Provision of Ancillary Services. The Company and the Customer agree that rider participation does not represent any form of Customer self-provision of ancillary services that may be included in any retail electric service provided to the Customer.
9. Dispute Resolution. The Company and the Customer agree that any disputes arising out of this rider shall be settled by arbitration under the terms and provisions of the American Arbitration Association.
10. Penalty For Insufficient Load Control. In the event that the Company has entered into a sale or purchase agreement for Energy made available by a Customer, and the Customer subsequently fails to maintain sufficient load control during the time(s) of the released Energy sale or avoided Energy purchase, the Customer will be paid for load curtailed. The Customer will be responsible to pay the Company for replacement Energy to satisfy the sale or purchase agreement at the market price, or the original Compensation during the period, whichever is greater.

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Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Bulk Interruptible Service Application and Pricing Guidelines

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**BULK INTERRUPTIBLE SERVICE  
APPLICATION AND PRICING GUIDELINES**

DESCRIPTION	RATE CODE
Bulk Interruptible Service	71-680

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

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**AVAILABILITY:** This rider will be applicable to Customers with interruptible loads of 750 kW or larger by signed contract only.

**MANDATORY AND VOLUNTARY RIDERS:** The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any 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.

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**CONTRACT PERIOD AND FUTURE RESPONSIBILITIES:** Contracts will be for a maximum period of five years, renewable only at the Company's option. The Customer will be responsible for all Energy supply after the contract period. The Company will not guarantee any Energy supply to replace the bulk interruptible service after the contract expires.

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**ENERGY RATE DETERMINATION:** An Energy rate will be negotiated separately with each Customer in order to maximize the margin. The minimum Energy rate that will be accepted is the Energy cost of service plus a margin of \$0.002 per kWh.

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**FIXED CHARGE DETERMINATION:** A monthly fixed charge will be established to recover the Company's investment related costs. This charge will be determined based on a monthly rate of 1.5% (18% annually) applied to the total installed cost of all Company-supplied equipment.

**ENERGY ESCALATION:** A maximum Energy escalation rate of 4% per six-month period may be established. The actual escalation rate will be determined by the competitive price conditions, contract language and negotiations with the Customer.

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ELECTRIC RATE SCHEDULE

Bulk Interruptible Service Application and Pricing Guidelines

Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

(Continued)

**MINIMUMS:** The fixed charge will constitute the minimum payment. In addition, the Customer must agree to utilize electricity as long as the total cost of the electricity offered under this rate is competitive with the Customer's existing alternate fuel.

**OTHER PROVISIONS:** Customers will be responsible for backup service when supply of bulk Energy is interrupted. The Company will control the interruptions. The Company will not be liable for any loss or damage to the Customer due to interruptions.

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Fergus Falls, Minnesota

South Dakota P.U.C. Volume II  
Section 15.00  
**ELECTRIC RATE SCHEDULE**  
**Communities Served**

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

**RETAIL ELECTRIC SERVICE TO COMMUNITIES**  
*(Alphabetically listed by city name.)*

\* Denotes Customer Service Center

**SOUTH DAKOTA**

<u>A</u>	<u>G</u>	<u>O</u>	<u>V</u>
Albee	Gary	Oldham	Veblen
Astoria	Grenville	Ortley	Victor
<u>B</u>	<u>H</u>	<u>P</u>	<u>W</u>
Brandt	Hammer	Peever	Ward
Britton	Hayti	<u>R</u>	Waubay
Bruce	Hetland	Reville	Wentworth
Bushnell	Hillhead	Rosholt	White Rock
<u>C</u>	<u>L</u>	Roslyn	Wilmot
Castlewood	LaBolt	Rutland	
Claire City	Lake City	<u>S</u>	
Clear Lake	Lake Norden	Sisseton	
Corona	Lake Preston	South Shore	
<u>D</u>	<u>M</u>	Stockholm	
Dempster	Marvin	Strandburg	
DeSmet	Milbank*	Summit	
<u>E</u>	<u>N</u>	<u>T</u>	
Eden	Newark	Toronto	
Egan	New Effington	Trent	
Elkton	Nunda	Twin Brooks	
Erwin			



Fergus Falls, Minnesota

First Revised Sheet No. 1 Cancelling Original Sheet No. 1

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of Britton Britton	Street Light	11/24/2001 11/24/2011	Municipal Ownership: \$7.70 per month for HPS23 fixtures and \$10.92 per month for HPS44 fixtures. Contract period of 10 years
Town of Brandt Brandt	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/1/2002 10/1/2012	Contract period of 10 years.
City of DeSmet DeSmet	Street Light	2/1/2003 2/1/2013	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Oter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Contract period of 10 years.
Town of Eden Eden	Street Light	10/26/2002 10/26/2012	Contract period of 10 years.
City of Elkton Elkton	Street Light	9/1/2002 9/1/2012	Contract period of 10 years.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Filed on: August 20, 2010

Approved by order dated:

Docket No EL10-

Thomas R. Brause  
Vice President, Administration

Page 1 of 4

EFFECTIVE with bills  
rendered on and after  
September 19, 2010,  
in South Dakota



Fergus Falls, Minnesota

First Revised Sheet No. 2 Cancelling Original Sheet No. 2

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of Gary Gary	Street Light	12/9/2000 12/9/2010	Municipal Ownership: \$6.25 per month for HPS9 fixtures. Contract period of 10 years.
Town of LaBolt LaBolt	Street Light	2/7/2003 2/7/2013	Contract period of 10 years.





Fergus Falls, Minnesota

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES	
			Contract period of 10 years.	
Town of New Effington New Effington	Street Light	5/1/2002 5/1/2012		
City of Oldham Oldham	Street Light	5/15/2002 5/15/2012	Contract period of 10 years.	



Fergus Falls, Minnesota

First Revised Sheet No. 4 Cancelling Original Sheet No. 4

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
Town of Ward Ward	Street Light	5/1/2001 5/1/2011	Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/2003 1/2/2013	Contract period of 10 years. Oter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Wentworth Wentworth	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.