

Legislative

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

CUSTOMER SERVICE FORMS

Section No. 8
~~2nd~~^{3rd} Revised Sheet No. 1
Cancelling ~~1st~~^{2nd} Revised Sheet No. 1

The Company's standard customer service forms are listed below. Copies of the forms are shown on the following sheets in the order listed.

<u>Item</u>	<u>Sheet No.</u>	
1. Standard Customer Bill Form	8-2	±
2. Standard Customer Bill Back.....	8-2.1	±
3. Reminder Notice Bill Form.....	8-3	±
4. Disconnect Notice Bill Form.....	8-5	±
5. Electric Service Agreement	8-7	±
6. Electric Service Agreement for Peak Controlled Service.....	8-9	±
7. Electric Service Agreement for Energy Controlled Service.....	8-12	±
8. Enabling Agreement for Customer Buyback Program.....	8-13	±

Date Filed: ~~06-30-09~~⁰¹⁻²⁵⁻¹² By: Judy M. Pofert Effective Date: ~~01-18-10~~
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. EL~~09-009~~¹²⁻ Order Date: ~~01-12-10~~

ENABLING AGREEMENT FOR CUSTOMER BUYBACK PROGRAM

Section No. 8
~~2nd~~^{3rd} Revised Sheet No. 13
Cancelling 2nd Revised Sheet No. 13

ENABLING AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between Customer and Northern States Power Company (Company), and provides the general terms, conditions, and administrative structure necessary to participate in the Customer Buyback Program ("Program"). The Program provides for Company power purchases from Customer. Agreement is effective until cancelled by written notice from Customer or Company.

CUSTOMER INFORMATION

Organization: _____ Account Number: _____
Contact: _____ Telephone: _____

Company and Customer agree to the following descriptions, procedures, terms, and conditions as parties to this Program:

PURPOSE

The Program provides Company with an additional power purchase resource to more efficiently manage system requirements during exceptional periods, and Customer the option of receiving pricing associated with energy supply markets during such periods. Completion of this Enabling Agreement qualifies Customer to submit an offer to participate in any Buyback Period specified by Company. Under this Agreement, Company has the option, but not the obligation, to accept any offer by Customer.

BUYBACK PERIOD

The time period during which Company agrees to purchase energy from Customer.

Buyback Notification

Customer will receive advance notice of Company interest in scheduling a Buyback Period using this Program. Notice may (1) include a purchase price offer or (2) request a selling price offer from Customer. Company will endeavor to notify Customer at the same time other qualified customers are notified.

Customer Offers

Customer agrees that all offers to participate in a Buyback Period will include (1) a fixed selling price bid per Megawatt Hour and (2) a Committed Load Reduction (CLR) as defined in this Agreement. Customer may revise or retract an offer if Company is notified no later than four hours before start of the buyback period, unless a specific alternate time is included in a Company notification of a buyback period.

CANCELLED

(Continued on Sheet No. 8-14)

Date Filed: 05-27-0301-25-12 By: ~~Kent T. Larson~~Judy M. Pofel Effective Date: 07-14-03
~~State Vice President — Minnesota & Dakotas~~President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. EL03-01812- Order Date: 07-14-03

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**ENABLING AGREEMENT FOR CUSTOMER BUYBACK
PROGRAM (Continued)**

Section No. 8
~~2nd~~^{3rd} Revised Sheet No. 14
Cancelling 2nd Revised Sheet No. 14

ACCEPTANCE OF OFFERS

~~Company reserves the right to accept, refuse, or counter offer any Customer offer. Customer may accept, refuse, or counter offer any Company offer. Company will normally accept offers expected to minimize energy supply costs.~~

COMMITTED LOAD REDUCTION (CLR)

~~The CLR is the load reduction Customer agrees to provide for the entire buyback period, relative to the Reference Load Profile (RLP) as defined in this Agreement. Customer agrees to provide the CLR specified in a buyback offer that is accepted by Company. The CLR must be 500 kilowatt (kW) or greater, and rounded to the nearest 10 kW for CLR less than 1 Megawatt (MW) and one-tenth of a MW for CLR 1MW or more.~~

REFERENCE LOAD PROFILE (RLP)

~~Company determines a RLP for each buyback period. The RLP is generally developed by load interval from the five-day rolling average of uninterrupted, non-holiday weekday integrated loads for the period ending the day before a buyback period. The rolling average will exclude days not representative of load characteristics expected during the buyback period, with such days solely determined by Company.~~

~~Controllable Service Limit: Company has controllable electric retail service options that define a Predetermined Demand Level as the maximum allowable load during control periods. If Customer receives this type of controllable service from Company, the RLP may not exceed their Predetermined Demand Level for load intervals that occur during an applicable control period.~~

PURCHASE QUANTITY

~~Customer energy purchased by Company will be based on the difference between actual loads and the RLP during the Buyback Period, rounded to the nearest 10 kW for CLR less than 1MW and one-tenth of a MW for CLR 1MW or more. Energy will be determined from the sum of such differences using integrated load intervals for each hour of the buyback period. Purchase Quantity will be adjusted for each interval to exclude:~~

- ~~1. All energy if the actual load reduction is less than 50 percent of the CLR, and~~
- ~~2. Energy corresponding to an actual load reduction greater than 120 percent of the CLR.~~

CUSTOMER COMPENSATION

~~Company will determine compensation by applying the selling price to the Purchase Quantity. Company will determine whether to compensate Customer through a bill credit or a separate payment.~~

CANCELLED

(Continued on Sheet No. 8-15)

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~~State Vice President — Minnesota & Dakotas~~President and CEO of Northern States Power Company, a Minnesota corporation
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ENABLING AGREEMENT FOR CUSTOMER BUYBACK PROGRAM (Continued)

Section No. 8
~~2nd~~^{3rd} Revised Sheet No. 15
Cancelling 2nd Revised Sheet No. 15

COMMUNICATION REQUIREMENTS

~~Customer agrees to use Company specified communication requirements and procedures when submitting any offer to Company. These requirements may include specific computer software and electronic communication procedures.~~

METERING REQUIREMENTS

~~Company approved metering equipment capable of providing load interval information is required for Program participation. Customer agrees to pay for the additional cost of such metering when not provided in conjunction with an existing retail electric service.~~

LIABILITY

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

PROVISION OF ANCILLARY SERVICES

~~Company and Customer agree that Program participation does not represent any form of Customer self-provision of ancillary services that may be included in any retail electric service provided to Customer.~~

DISPUTE RESOLUTION

~~Company and Customer agree that any disputes pursuant to this agreement shall be settled by arbitration under the terms and provisions of the American Arbitration Association.~~

APPROVAL SIGNATURES

~~NORTHERN STATES POWER COMPANY~~

~~CUSTOMER~~

~~By _____~~

~~By _____~~

~~Title _____~~

~~Title _____~~

~~Signature _____~~

~~Signature _____~~

CANCELLED

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