

Docket No. EL15-\_\_\_\_  
Petition  
Attachment E

**Electric Service Agreement  
Peak Controlled Service**



**ELECTRIC SERVICE AGREEMENT FOR  
 PEAK CONTROLLED SERVICE**

Section No. 8  
 Original Sheet No. 9  
 Relocated from SDPUC No. 1 Sheet No. 6-15.1

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

**Electric Service Agreement  
 Peak Controlled**

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between NORTHERN STATES POWER COMPANY, a Minnesota Corporation, hereinafter called the "Company," and \_\_\_\_\_, hereinafter called the "Customer, " engaged in the business of \_\_\_\_\_.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. KIND OF SERVICE: Company agrees to supply and Customer agrees to accept electric service in the form of \_\_\_\_\_ Phase, \_\_\_\_\_ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of \_\_\_\_\_, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as \_\_\_\_\_ located at \_\_\_\_\_.
2. ANNUAL MINIMUM DEMAND CHARGE: In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year hereunder, in accordance with the RATE below, amount to less than a minimum charge of \$\_\_\_\_\_ per year, the difference between such minimum charge and said net demand charge payment shall be included in the bill for the last month of said year and Customer agrees to pay same as a charge for service rendered.
3. TERM: This Agreement shall commence at 12:01 A.M. on \_\_\_\_\_, 19\_\_\_\_, and shall continue for a period ending at 12:01 A.M. \_\_\_\_\_, 19\_\_\_\_, and if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated.
4. RATE: Customer agrees to qualify for and elects the rate schedule for \_\_\_\_\_. Customer agrees to pay Company's established rate schedule in effect from time to time in this locality for such Service, the established rate schedule now in effect being the one attached hereto. Rate Code: \_\_\_\_\_.
5. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This agreement is also subject to Section(s) \_\_\_\_\_ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.
6. MINIMUM AVERAGE MONTHLY DEMAND CHARGE DIFFERENTIAL: Company agrees that during the term of this agreement, the minimum average monthly demand charge differential between firm and controllable demand will be \_\_\_\_\_, based on an equal weighting of each month of the year.
7. MAXIMUM HOURS OF INTERRUPTION: Company agrees that the total intentional interruptions of controlled demand will not exceed \_\_\_\_\_ hours per calendar year.
8. CONTROL PERIOD NOTICE: Company will endeavor to give customer one hour notice of commencement of control period.
9. EXPECTED MAXIMUM DEMANDS: For the term of this agreement, customer's expected maximum annual demand is \_\_\_\_\_ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The customer's expected maximum summer season demand is \_\_\_\_\_ kW.

(Continued on Sheet No. 8-10)

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**ELECTRIC SERVICE AGREEMENT FOR  
 PEAK CONTROLLED SERVICE (Continued)**

Section No. 8  
 Original Sheet No. 10  
 Relocated from SDPUC No. 1 Sheet No. 6-15.11

10. **PREDETERMINED DEMAND LEVEL (PDL):** The PDL may be revised subject to approval by Company. Customer may elect either the standard or optional arrangement as specified below.

**Standard:** Customer agrees to **limit** adjusted demand to \_\_\_\_\_ kW during control periods.

**Optional:** Customer agrees to **reduce** adjusted demand by \_\_\_\_\_ kW during control periods. Customer's PDL will be the monthly adjusted demand less the agreed to load reduction. The PDL in months without a control period will not be less than the greatest PDL of all months with a control period during the preceding eleven months.

Any customer with generating equipment which is operated in parallel with Company must comply with all requirements associated with Parallel Operations specified in the General Rules and Regulations of Company.

11. **TRIAL PERIOD AND CANCELLATION CHARGE:** Company agrees that the first twelve months of this agreement will be a trial period. Customer must notify Company in writing to terminate this agreement during the trial period. If customer terminates this agreement during the trial period, Customer's Peak-Controlled Service or Peak-Controlled Time of Day Service bills will be recalculated using the corresponding firm rate (General Service or General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the corresponding Peak-Controlled rate. Also, customer will receive a refund for any additional charges which were assessed during the trial period due to customer failure to control load. A trial period for Peak-Controlled Service or Peak-Controlled Time of Day Service will not be available to any customer that has previously received either service.

Customer will pay a cancellation charge after the twelve month trial period, if Customer terminates this agreement or this agreement is terminated as a result of any default of Customer. The cancellation charge will be the difference between the billing amounts described above, for the most recent 18 months of Peak-Controlled Service or Peak-Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed during this 18 month period due to customer failure to control load.

Additionally, if at any time this agreement is terminated in any above described manner, Customer will be charged all installation and removal costs for special equipment and facilities provided by Company for Peak-Controlled Service or Peak-Controlled Time of Day Service.

12. **CONTROL SYSTEM:** Customer agrees to control loads to the limits contained in this agreement and upon notice from the Company to reduce load to levels predetermined by this agreement.

13. **FAILURE TO CONTROL:** If in any month customer fails to control load to predetermined demand level when requested by Company, the additional charge specified in the Rules for Application of Peak-Controlled Service shall be applied to the amount by which customer's maximum adjusted demand during any control period exceeds predetermined demand. If customer incurs three failures to control load to predetermined demand level when requested by Company, the Company reserves the right to renegotiate the predetermined demand level or remove customer from Peak-Controlled Service. In a case where customer is removed from Peak-Controlled Service, customer will be subject to a cancellation charge specified in customer's Electric Service Agreement.

14. **GENERATING CUSTOMER CHARGE:** Customer choosing the Optional Predetermined Demand Level agrees to pay Company \_\_\_\_\_ per month for additional metering and billing expenses related to the use of customer-operated generating equipment to reduce adjusted demand during control periods, as described in the Rules for Application of Peak-Controlled Service.

NORTHERN STATES POWER COMPANY \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
 Marketing Representative

1/1/93 SD



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By: Michael J. Hanson  
 General Manager & Chief Executive  
 NSP - South Dakota

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