

Docket No. EL15-____
Petition
Attachment F

**Electric Service Agreement
Energy Controlled Service**



**ELECTRIC SERVICE AGREEMENT FOR
 ENERGY CONTROLLED SERVICE**

Section No. 8
 Original Sheet No. 11
 Relocated from SDPUC No. 1 Sheet No. 6-15.2

Account No. _____

**Electric Service Agreement
 Energy 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 _____ hour(s) 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. 8-12)

Date Filed: 10-15-96	By: Michael J. Hanson General Manager & Chief Executive	Effective Date: 12-16-96
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**ELECTRIC SERVICE AGREEMENT FOR
 ENERGY CONTROLLED SERVICE (Continued)**

Section No. 8
 Original Sheet No. 12
 Relocated from SDPUC No. 1 Sheet No. 6-15.21

10. **PREDETERMINED DEMAND LEVEL (PDL):** The PDL may be revised subject to approval by Company.

For the term of the Agreement, Customer agrees to limit adjusted demand to ____ kW during control periods.

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:** 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 Energy-Controlled Service bills will be recalculated using the firm rate (General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the Energy-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 Energy-Controlled Service will not be available to any customer that has previously received this 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 Energy-Controlled 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 Energy-Controlled 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:** In any month that customer fails to interrupt load when requested by Company, except as provided for under Emergency Service described in the rate schedule, the additional demand charge specified in the Terms and Conditions of Service for Energy-Controlled Service as well as the Emergency Service energy charge per kWh shall be applied to customer's maximum adjusted demand and energy used during the interrupt period. If customer incurs three such failures to interrupt load when requested by Company, the Company reserves the right to remove customer from Energy-Controlled Service. In a case where customer is removed from Energy-Controlled Service, customer will be subject to a cancellation charge specified in customer's Electric Service Agreement.

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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