



PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 1  
FOURTH REVISED SHEET NO. 3  
REPLACES THIRD REVISED SHEET NO. 3

RECEIVED

FEB 1996

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UTILITIES COMMISSION

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SECTION 4

CONTRACTS WITH DEVIATIONS

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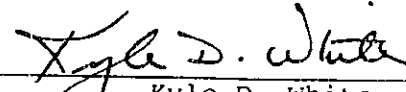
SECTION 5

RULES AND REGULATIONS

DATE FILED: September 28, 1995

EFFECTIVE DATE: For service on and after December 26, 1995

ISSUED BY:

  
\_\_\_\_\_  
Kyle D. White  
Director, Rates and Demand-Side Management

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 4  
SIXTH REVISED SHEET NO. 1  
REPLACES FIFTH REVISED SHEET NO. 1

SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

Contract #2817.8

Homestake Mining Company Industrial Contract Service Agreement. (C)  
The agreement was effective September 1, 1993 and has a term of nine years and continues thereafter until canceled by the six year written notice of either party. Contract amended effective August 1, 1995, under Docket No. EL95-003.

Contract #10431

City of Rapid City Large Demand Curtailable Service Agreement. The agreement was effective June 1, 1993 and has a term of three years and continues thereafter until canceled by the one year written notice of either party.

Contract #10432

City of Rapid City Large Demand Curtailable Service Agreement. The agreement was effective June 1, 1993 and has a term of three years and continues thereafter until canceled by the one year written notice of either party.

Contract #7660.3

Wharf Resources Large Demand Curtailable Service Agreement. The agreement was effective August 1, 1995, under Docket No. EL95-004.

Contract #9032

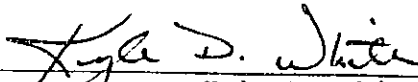
United States Air Force Electric Power Service Agreement for the military family housing and related facilities located in the Dakota Ridge Subdivision in Rapid City. The agreement was effective January 29, 1990 and has a term of ten years.

Contract #11155

Pennington County Energy Storage Service Contract. The agreement was effective June 1, 1995 and has a term of three years and continues thereafter until canceled by the one year written notice of either party. N

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\_\_\_\_\_  
Kyle D. White

Director, Rates and Demand-Side Management

**BLACK HILLS POWER AND LIGHT COMPANY**

P.O. BOX 1400 625 NINTH STREET  
RAPID CITY, SOUTH DAKOTA 57709

DOCKET  
NUMBER

EL 95-030

TELEPHONE  
(605) 348-1700

September 28, 1995

Mr. William Bullard, Jr.  
SDPUC  
500 E Capitol  
Pierre, SD 57501

RECEIVED

SEP 29 1995  
PUBLIC  
COMMISSION

SUBJECT: Contract With Deviations Filing

Dear Mr. Bullard:

Enclosed is an Energy Storage Service (ESS) Contract between Black Hills Power and Light Company (BHP) and Pennington County, South Dakota (along with a copy of BHP's current Energy Storage Service tariff). The ESS Contract is for electric service to Pennington County's new ice storage cooling system at their Courthouse Complex. We are requesting a "Contract with Deviation" approval due to a \$50 additional charge that covers the cost and operation of a special subtractive metering installation. A revised "Table of Contents", Section 1, Sheet 3 and a revised "Summary List of Contracts with Deviations" Section 4, Sheet 1 are included and incorporate the changes that have been requested.

Typically, a new service would be installed that could separately meter the cooling equipment. In Pennington County's case, the Courthouse complex takes primary service from BHP at a delivery point on the west edge of the Courthouse property. The County owns and operates the 2400/4160 volt electric system beyond that delivery point and BHP meters the Courthouse Complex's usage at that same point. Due to the nature of the existing electrical installation, a new, separately metered service to the retrofitted cooling system would be difficult and expensive to install.

*Electrotechnologies...*  
*Powering Economic Growth through Energy Efficiency*

Mr. William Bullard, Jr.  
Page 2  
September 28, 1995

In early 1994, we met with representatives from Honeywell to work out a way for the County to take advantage of BHP's ESS rate. We developed a metering approach, whereby BHP would meter the energy storage use and subtract both the kWh usage and coincident demands from the primary metered account before billing. This involved installing special solid state recorders at both metering points plus making provisions to acquire and analyze the metering data on a monthly basis.

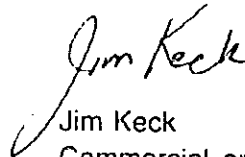
Pennington County agreed to pay an additional \$50 per month to pay for the cost of the metering equipment and the labor to analyze the metering data on a monthly basis. The additional charge is based on recovering the ownership cost of the additional metering equipment (installed at a cost of \$2,100) and recovering the monthly labor costs to acquire and analyze the metering data (\$23).

The \$50 charge is the basis for our request for a "Contract with Deviation". **Paragraph 12** of the contract states that there is a deviation consisting of an additional \$50 monthly charge contingent upon SDPUC approval. **Paragraph 3** of the contract states that the \$50 charge covers the cost and operation of the special subtractive metering installation.

BHP's metering equipment has been installed and we are now able to perform the complete analysis to properly bill the account as of September 1, 1995. My request is that the SD Public Utilities Commission approve this "Contract with Deviation" so that BHP may begin recovering the cost of the special metering installation.

If you have any questions regarding my request, please give me a call.

Sincerely,



Jim Keck  
Commercial and Industrial  
Services Engineer

xc: Kyle White, Director Rates & DSM

Energy Storage Service Contract

Contract Number 11155

State of South Dakota

Effective Date 6-01-95

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY (hereinafter referred to as "Company"), and PENNINGTON COUNTY (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's qualified energy storage system installed or to be installed by it at its Courthouse/Jail complex, located at 315 St. Joseph Street, Rapid City, South Dakota. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of 2400/4160 volts.
2. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, including special metering for the purpose of subtractive billing during coincident time periods, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the point of delivery which shall be at the primary metering module. Such facilities of Company shall be of sufficient capacity to satisfy a maximum on-peak demand by Customer of 205 kw (kilowatts) (kilovolt amperes) of electric power, which shall constitute the Partial Storage Limit hereunder.
3. Customer has elected the Partial Storage - Cooling option under the Energy Storage Service schedule. Customer agrees to pay an additional charge of \$50 per month to cover the cost and operation of the special subtractive billing metering installation. The billed energy use and associated demand under this rate will be subtracted from the Customer's coincident firm service meter readings to obtain the firm service energy use and associated demand.

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Energy Storage Service Contract (Continued)

4. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.
5. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
6. The effective date of this contract shall be June 1, 1995, and shall continue for a period of three years and thereafter until terminated by either party giving the other twelve months' written notice.
7. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefor, pursuant to the Company's electric rate schedule ES-3, copy of which is attached as a part hereof, and conditions set forth in such rate schedule and in the Company's rules and regulations, all of which are incorporated herein. Partial Storage Customers may be subject to penalties for noncompliance with Partial Storage limits as set forth in the rate schedule. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and the customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.

Customer grants to Company the right of access to the property of customer with the right to inspect all wiring and equipment connected to the energy storage circuit. Company shall have the right to terminate service at the rates set forth above if Customer has altered its wiring or equipment to allow use of energy in any equipment other than the qualified energy storage system. Customer's qualified energy storage system is limited to the chillers, cooling towers, and associated condenser and circulating pumps.

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Energy Storage Service Contract (Continued)

8. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.
9. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for any damages on account of interruption of service. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of twenty-four (24) hours occasioned by the occurrence of any of the above events to the Company's system.
10. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of the point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
11. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after written notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.



Energy Storage Service Contract (Continued)

12. Deviations under this Contract consist of an additional charge of \$50 per month for special metering as set forth in paragraph 3. This Contract is contingent upon approval by the South Dakota Public Utilities Commission of this Contract of Deviation.
13. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this 14<sup>th</sup> day of JUNE, 1995, binding and extending to their successors and assigns.

BLACK HILLS POWER AND LIGHT COMPANY

Attest:

Jim Keck

By

James M. Matten  
Vice President

PENNINGTON COUNTY

Attest:

Lisa G. Hunt  
Deputy Auditor

By

Kathleen M. [Signature]  
Chairperson Pennington County  
Board of Commissioners

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 15 AND 25

SECTION NO. 3A  
SECOND REVISED SHEET NO. 6  
REPLACES FIRST SHEET NO. 6

ENERGY STORAGE SERVICE

RATE NO. ES-3 (T)  
Page 1 of 3

AVAILABLE

To customers installing certain energy efficient electrical equipment that will reduce the Company's on-peak demand, at points on the Company's existing secondary distribution lines supplied by its interconnected transmission system. The rate has been developed as part of the Company's Demand-side Management strategy.

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APPLICABLE

At the customer's election, to residential and commercial customers who operate Company approved energy storage facilities for the purpose of utilizing off-peak electric energy for space conditioning and/or battery charging. Electric energy will be supplied through a separately metered circuit utilizing the same transformer and service used to serve the balance of the customer's electrical load.

CHARACTER OF SERVICE

Alternating current, 60 hertz, at the voltage and phase of the Company's established distribution system most available to the location of the customer. Energy Storage Service will be limited to the Company's off-peak hours. The number of off-peak hours during which energy storage service will be provided will total eight hours each day in the winter and twelve hours each day in the summer. C  
Energy storage service will be provided 24 hours a day on weekends during both summer and winter.

NET MONTHLY BILL

Rate

Customer Charge

\$5.00 per month

(I)

Energy Charge

2.50¢ per kWh for energy consumed

(R)

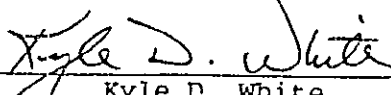
Minimum

The Customer Charge.

TE FILED: October 29, 1993

EFFECTIVE DATE: For service on and  
after December 1, 1993

ISSUED BY:

  
\_\_\_\_\_  
Kyle D. White  
Director, Rates and Demand-Side Management

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 15 AND 25

SECTION NO. 3A  
SECOND REVISED SHEET NO. 8  
REPLACES FIRST SHEET NO. 8

ENERGY STORAGE SERVICE  
(continued)

RATE NO. ES-3 (T)  
Page 3 of 3

8. Partial Storage:

N

Company may approve partial storage if a transfer switch is installed by the customer that allows energy storage equipment to operate from power supplied by the firm service meter. The following partial storage applications will be considered:

- A. Cool Storage - Partial storage equipment size is at least 25% less than conventional equipment size. Chiller equipment, cooling tower pumps, and cold water circulating pumps qualify for the rate. Air handling equipment does not qualify.
- B. Heat Storage - An Electric Boiler qualifies when used in combination with water-loop heat pumps. The Electric Boiler size can be up to 150% of the size of conventional equipment during off peak periods and must be sized at least 25% less than conventional equipment during on peak periods. Water-loop heat pumps, air handling equipment, and circulating pumps do not qualify.

9. Geothermal Applications:

The Company may approve Geothermal heating and cooling applications if a transfer switch is installed by the customer that allows Geothermal heating and cooling equipment to operate from power supplied by the firm service meter. Geothermal heat pumps, air handling equipment and circulating pumps qualify for the rate. Supplementary resistance heat does not qualify.

10. Design Review:

Detailed design information must accompany each Energy Storage Application including:

- a. A 24-hour design day cooling and/or heating load profile using standard industry load calculation methods.
- b. A system description with operating strategy.

The Demand-Side Management Department shall review and approve the Energy Storage Application and proposed contract.

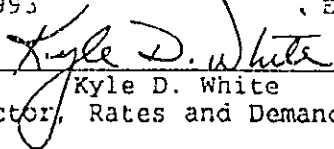
TAX ADJUSTMENT

Bills computed under the rate will be increased by the applicable proportionate part of any impost, assessment, or charge imposed or levied by any governmental authority as a result of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold, and/or the volume of energy generated and sold.

DATE FILED: October 29, 1993

EFFECTIVE DATE: For service on and after December 1, 1993

ISSUED BY:

  
\_\_\_\_\_  
Kyle D. White  
Director, Rates and Demand-Side Management

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODE 25

SECTION NO. 2A  
THIRD REVISED SHEET NO. 6  
REPLACES SECOND REVISED SHEET NO. 6

ENERGY STORAGE SERVICE

RATE NO. ES-4 T  
Page 1 of 5

AVAILABLE

To customers installing certain energy efficient electrical equipment that will increase off-peak electrical use and reduce the Company's on-peak demand, at points on the Company's existing secondary distribution lines supplied by its interconnected transmission system. The rate has been developed as part of the Company's Demand-side Management strategy.

APPLICABLE

At the customer's election, to General Service customers who operate Company approved energy storage facilities for the purpose of utilizing off-peak electric energy for space conditioning and/or battery charging. Electric energy will be supplied through a separately metered circuit utilizing the same transformer and service used to serve the balance of the customer's electrical load.

CHARACTER OF SERVICE

Alternating current, 60 hertz, at the voltage and phase of the Company's established distribution system most available to the location of the customer. Energy Storage Service will be provided on a TIME OF USE schedule for qualified PARTIAL STORAGE and GEOTHERMAL systems. The number of off-peak hours available will amount to eight hours each day during the winter season, twelve hours each day during the summer season and 24 hours a day on weekends and major holidays during both summer and winter seasons.

NET MONTHLY BILL

Rate

Customer Charge  
\$10.00 per month

(I)

Energy Charge

OFF-PEAK: 2.50 ¢ per kWh  
ON-PEAK: 4.00 ¢ per kWh

(N)

Capacity Charge

OFF-PEAK: no charge  
ON-PEAK: \$6.00 per kw of Billing Capacity

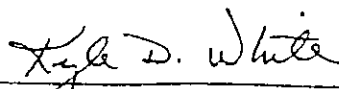
Minimum

The Customer Charge.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and  
after August 1, 1995

ISSUED BY:

  
\_\_\_\_\_  
Kyle D. White  
Director, Rates and Demand-Side Management

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RAPID CITY, SOUTH DAKOTA  
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SECTION NO. 3A  
THIRD REVISED SHEET NO. 3  
REPLACES SECOND REVISED SHEET NO. 3

ENERGY STORAGE SERVICE

RATE NO. ES-4 T  
Page 3 of 5

PAYMENT (continued)

shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, provided ten days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge will apply.

TERMS AND CONDITIONS

1. Service will be rendered under the Company's General Rules and Regulations where not inconsistent with any specific provisions of this rate schedule or the contract.
2. Service will be provided under this rate schedule only to customers who have contracted for service for an initial term of not less than three years. The contract may be terminated at any time on or after the expiration date of the initial term by twelve months written notice.
3. Company will supply and maintain metering to provide off-peak energy to FULL STORAGE systems and the Company will supply and maintain TIME OF USE metering to provide ON-PEAK and OFF-PEAK energy for PARTIAL STORAGE and GEOTHERMAL systems.
4. The Company shall have the right to inspect all wiring and equipment connected to the storage circuit. In the event the Company finds that the customer's wiring has been altered or arranged in any manner so that energy is used in any equipment other than Company approved energy storage facilities, the contract for service under this rate schedule may be canceled.
5. The Company may, at its option, install in the energy storage circuit, load limiting devices to limit the total load to be served through the energy storage circuit.
6. OFF-PEAK Hours: Monday - Friday

Summer Months (April 1 - October 31)  
10:00 p.m. - 10:00 a.m.

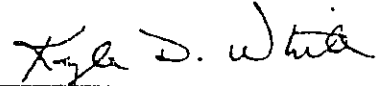
Winter Months (November 1 - March 31)  
11:00 p.m. - 7:00 a.m.

OFF-PEAK Hours: Saturdays, Sundays, and major holidays.  
Available all hours during both seasons.

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RAPID CITY, SOUTH DAKOTA  
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SECTION NO. 33  
SECOND REVISED SHEET NO. 10  
REPLACES FIRST REVISED SHEET NO. 10

ENERGY STORAGE SERVICE

RATE NO. ES-4 T  
Page 5 of 5

9. DESIGN REVIEW:

Detailed design information must accompany each Energy Storage Application including:

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TAX ADJUSTMENT

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