

EL00-D13

CW/KS

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER
COMPANY FOR APPROVAL OF A
CUSTOMER BUYBACK PROGRAM

DATE _____

MEMORANDA

5/1	00	Filed and docketed;
5/1	00	Weekly Filing;
7/30	00	Order Approving Tariff Revisions;
7/30	00	Docket Closed.
8/11	00	Revised Tariff Pages.



EL00-013
Northern States Power Company - South Dakota

Jim Wilcox, Manager
Government & Regulatory Services
500 West Russell Street
P.O. Box 988
Sioux Falls, SD 57101-0988
Telephone (605) 339-8350 fax (612) 573-9083
email: James.C.Wilcox@nspco.com

RECEIVED

MAY - 1 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

April 28, 2000

Mr. William Bullard, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: Petition of Northern States Power Company for Approval of a Customer
Buyback Program

Dear Mr. Bullard:

Northern States Power Company (NSP) hereby submits for filing to the South Dakota Public Utilities Commission (SDPUC or Commission) an original and ten copies of a petition for approval for a Customer Buyback Program.

NSP is proposing this Program to provide for energy purchases from its customers whenever wholesale energy supply market prices are exceptionally high, or when NSP is affected by exceptional generation or transmission system difficulties. During these periods, the Program will provide NSP with an additional energy purchase resource to more efficiently manage system requirements. The program also provides qualifying customers, those able to reduce their load by at least one MW, the option of receiving prices associated with energy supply markets during such periods.

This petition includes proposed additions to NSP's Rate Book, Section 8, to include form pages of an enabling agreement that will establish general terms for energy purchases from qualified customers by NSP. Customers that have an enabling agreement with NSP may then participate in any scheduled purchase period by agreeing to specific terms with NSP.

If anyone has any questions, please call me at 339-8350

Sincerely,

Jim Wilcox

c. Kent Larson

**PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA**

In the Matter of the Petition of
Northern States Power Company
for Approval of a Customer Buyback Program

Docket No. EL00-_____

PETITION FOR APPROVAL OF A CUSTOMER BUYBACK PROGRAM

Northern States Power Company ("NSP" or "the Company") hereby petitions the South Dakota Public Utilities Commission ("Commission") for approval of a Customer Buyback Program. This proposal provides for Company energy purchases from large customers. These will occur when participating customers reduce their electrical usage during exceptional periods. This filing requests Commission approval of an "Enabling Agreement," which defines the program and provides general terms for energy purchases. Specific terms will be determined for each buyback period, and will be documented in a separate agreement.

Pursuant to South Dakota Administrative Rules Section 20:10:13:26, NSP provides the following information:

(1) Name, Address and Telephone Number of the Utility

Northern States Power Company
500 West Russell
PO Box 988
Sioux Falls, SD 57101-0988
(605) 339-8350

(2) Section and Sheet Number of the Tariff Schedule

NSP is seeking approval of a general "Enabling Agreement" that would be filed with other customer service forms in Section 8 of NSP's South Dakota Electric Rate Book.

(3) Description of the Changes

The Customer Buyback Program will use an Enabling Agreement to establish the general terms for purchases, which apply to all participating customers at all times. The Enabling Agreement expedites the purchase process by leaving only specific terms to be determined before a specific buyback period. Four proposed tariff pages following this petition depict the proposed Enabling Agreement to be added to the Company's filed electric tariffs.

Customers that have executed an Enabling Agreement with NSP have the option, but are under no obligation, to sell energy to NSP during any buyback period. However, if a customer is interested in selling energy to NSP, the Enabling Agreement provides the structure and procedures for establishing the price and quantity for a specific energy purchase by NSP.

The difference between reference loads and actual loads will be used to determine the energy purchased from customers during a buyback period. Reference loads are generally determined from a five-day rolling average load profile, for the period ending the day before energy is purchased from the customer.

The energy purchased from a customer will be adjusted by load interval when the average actual load reduction, as a percent of the customer specified load reduction, is outside the following limits:

- Minimum Percent: The actual load reduction must be at least 50 percent of the pre-specified amount to receive Buyback compensation for that load interval.
- Maximum Percent: Energy representing more than 120 percent of the pre-specified load reduction will not receive Buyback compensation.

In either case, however, any energy not receiving Buyback compensation still provides customer savings through lower use on the customer's principal account.

The program requires a minimum load reduction of one MW to help manage the substantial administrative requirements. These include a communication system that can manage offers and counter-offers that may be used to reach agreement on specific terms for price and quantity, especially when there is limited lead time before use of a buyback option is indicated.

NSP will notify eligible customers of the date and time period of a scheduled buyback period. Customers may then volunteer to participate in any specific buyback period by providing NSP an offer that includes their load reduction and selling price. If NSP reaches agreement with an individual customer on an offer, compensation is determined by applying the accepted price to the measured load reduction during the buyback period, according to the terms of the Enabling Agreement.

(4) Reason for the Change

The proposed Customer Buyback Program is designed to reduce energy supply costs for both NSP and its customers. It provides NSP with an additional purchased energy resource to more efficiently manage system requirements during exceptional periods. Customers will have the option of receiving prices associated with energy supply markets during such periods. All customers will benefit from lower purchased energy costs. NSP expects the use of this new option will be limited to exceptional situations when enough lead-time is available to reach agreement on specific terms with customers. Expected examples of such situations are:

- 1) Summer periods of extreme temperature and humidity conditions, and
- 2) Significant and extended difficulties with regional generation or transmission systems.

A primary benefit of this proposal is to reduce total energy supply costs by replacing higher priced wholesale purchased energy resources with lower priced retail purchased energy resources. The program is designed to do this only during exceptional periods that are normally characterized by what has been referred to as "price spikes" that can occur in the wholesale purchase market. These wholesale purchase market costs are included as a fuel cost in NSP's Fuel Clause Rider, NSP Electric Rate Book – SDPUC No. 2, Section 5, Original Sheet No. 64, Item No. 2, which reads:

"The net energy cost of energy purchases as recorded in Account 555, exclusive of capacity or demand charges, when such energy is purchased on an economic dispatch basis."

NSP plans to include the cost of energy purchases from the Customer Buyback Program in Account 555 and the Fuel Clause Adjustment, when such costs are less than those available from the wholesale market. This approach provides a balanced and appropriate incentive for economic energy purchase decisions.

(5) Present Rate

(There is no rate change.)

(6) Proposed Rate

(There is no rate change.)

(7) Proposed Effective Date of Modified Rate

The Company requests that the new versions of the rider become effective upon the date of approval.

(8) Approximation of Annual Amount of Increase or Decrease in Revenue

This proposal is designed to reduce overall energy supply costs through the purchase of energy use reductions from specific customers. NSP revenues will be reduced by the amount those cost savings reduce the level of NSP's monthly fuel adjustment clause. Additionally, a minimal revenue reduction will result from NSP buyback purchases that reduce sales to participating customers.

(9) Points Affected

All NSP-SD customers should benefit, as the energy purchased through this program will be less than the cost of alternatively purchased energy.

(10) Estimation of the Number of Customers Whose Cost of Service Will be Affected and Annual Amounts of Either Increases or Decreases, or Both, in Cost of Service to Those Customers

There should be no change in the cost of service to any customer.

(11) Statement of Facts, Expert Opinions, Documents and Exhibits to Support the Proposed Changes

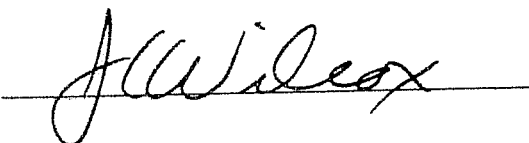
See the attached proposed enabling agreement.

CONCLUSION

NSP respectfully requests that the Commission approve its application for a Customer Buyback Program for load reductions of one MW or greater.

Dated: April 28, 2000

NORTHERN STATES POWER COMPANY

BY: 

Jim Wilcox
Manager, Government & Regulatory Services
(605) 339-8350



Northern States Power Company

Minneapolis, Minnesota 55401

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

PROPOSED

CUSTOMER SERVICE FORMS

Section No 8
1st Revised Sheet No 1
Cancelling Original 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.

1. Standard Customer Bill Form
2. Reminder Notice Bill Form
3. Important Notice Bill Form
4. Disconnect Notice Bill Form
5. Merchandise Installment Bill Form
6. Electric Service Agreement
7. Electric Service Agreement for Peak Controlled Service
8. Electric Service Agreement for Energy Controlled Service
9. Enabling Agreement for Customer Buyback Program

N

Date Filed:

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP – Dakotas

Effective Date:

Docket No.

Order Date:



**ENABLING AGREEMENT FOR CUSTOMER BUYBACK
PROGRAM**

Section No. 8
Original Sheet No. 13

ENABLING AGREEMENT

N

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 energy 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 energy 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.

N

(Continued on Sheet No. 8-14)

Date Filed:

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP – Dakotas

Effective Date:

Docket No.

Order Date:



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

Section No. 8
Original 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 one Megawatt (MW) or greater, and rounded to one-tenth of a MW.

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 one-tenth of a MW. 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.

(Continued on Sheet No. 8-15)

Date Filed:

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP - Dakotas

Effective Date:

Docket No.

Order Date:



ENABLING AGREEMENT FOR CUSTOMER BUYBACK
PROGRAM (Continued)

Section No. 8
Original 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 _____

Date Filed:

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP - Dakotas

Effective Date:

Docket No.

Order Date:

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 27, 2000 through May 3, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT00-068 In the Matter of the Complaint filed by Janette M. Ball, Sioux Falls, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.

The Complainant claims that WorldCom Network charged her for long distance service without authorization. The Complainant requests credit and compensation.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Dated Docket: 04/28/00
Intervention Date: NA

CT00-069 In the Matter of the Complaint filed by Dean Electric Inc. dba: Dykstra Electric, Yankton, South Dakota, against Network Services Regarding Unauthorized Switching of 800 Services and Continued Billing for Unauthorized Services.

The complainant alleges that the first receipt for charges from Network Services appeared on an invoice dated July 19, 1999 and when contacted, Network Services informed Dean Electric, Inc. that the carrier for the 800 number remained AT&T and Network Services was only processing the billing for AT&T. In December, 1999, upon contacting AT&T to inquire about a calling plan, Dean Electric, Inc. was informed that AT&T was not providing services to the 800 number. At this time Dean Electric, Inc. realized that Network Services had performed an unauthorized switch of 800 services and immediately contacted AT&T to transfer its services back. Dean Electric, Inc. has continued to receive monthly charges from Network Services, despite many requests to cancel the services. The complainant requests that the Dean Electric, Inc. account with Network Services be closed; that its services be switched to AT&T at no additional cost; and that Dean Electric, Inc. receive a full refund of all Network Services charges.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer

Date Docketed: 05/02/00
Intervention Deadline: NA

CT00-070 In the Matter of the Complaint filed by Paul Janssen dba The Enterprise Auto Repair, Madison, South Dakota, against Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from Business Options appeared on his billing without authorization. The Complainant seeks credit for the charges and a maximum penalty against the company.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Docketed: 05/03/00
Intervention Deadline: NA

CT00-071 In the Matter of the Complaint filed by Phyllia Breuer, Sioux Falls, South Dakota, against HOLD Billing Services, Sprint Communications Company L.P. and Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from HOLD, Sprint, and Business Options appeared on her billing without authorization. The Complainant requests credit of all charges and compensation for inconvenience.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 05/03/00
Intervention Deadline: NA

ELECTRIC

EL00-013 In the Matter of the Petition of Northern States Power Company for Approval of a Customer Buyback Program.

Northern States Power Company (NSP) is proposing to add a provision to the South Dakota Electric Rate Book. This new provision will allow NSP to interrupt and thereby "purchase" energy from its large customers who reduce their load by at least one Megawatt. This option can be used upon mutual agreement of both NSP and the eligible customer, whenever wholesale energy supply market prices are exceptionally high, or when NSP is affected by exceptional generation or transmission system difficulties.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Docketed: 05/01/00
Intervention Deadline: 05/19/00

TELECOMMUNICATIONS

TC98-096 In the Matter of a filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and Rural Cellular Corporation.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Rural Cellular Corporation has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-096 and was effective August 5, 1998. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

TC98-099 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C. has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-099 and was effective August 5, 1998. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

TC99-007 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and CCCSD, Inc. dba Connect!.

A first amendment to an interconnection agreement between U S WEST Communications and CCCSD, Inc. dba Connect! has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket

TC99-007 and was effective August 26, 1999. The first amendment addresses collocation and the term of the agreement.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC99-023 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and MIDCO Communications, Inc. dba MidContinent Communications, Inc.

A first amendment to an interconnection agreement between U S WEST Communications and MIDCO Communications, Inc. dba MidContinent Communications, Inc. has been filed with the Commission for approval. The original agreement was approved in Docket TC99-023 and was effective May 5, 1999. The first amendment addresses unbundled local loops.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC00-076 In the Matter of the Application of TeleCents Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

TeleCents Communications, Inc. has filed a request for a Certificate of Authority to offer resold interexchange services, including 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card service and prepaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris

Staff Attorney: Camron Hoseck

Date Docketed: 05/02/00

Intervention Deadline: 05/19/00

TC00-077 In the Matter of the Application of Maxcess, Inc. for a Certificate of Authority to Provide Telecommunications Services, including Local Exchange Services, in South Dakota.

Maxcess, Inc. submitted an application on May 2, 2000 to provide facilities-based and resold interexchange and local telecommunications services in South Dakota. Maxcess requests authority to provide services throughout the state of South Dakota, however

the applicant does not seek to provide resold or facilities-based services to customers in areas that are eligible for a small or rural carrier exemption pursuant to Section 251(f)(1) of the Federal Act.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 05/02/00
Intervention Deadline: 05/19/00

**TC00-078 In the Matter of the Filing for Approval of a Resale Agreement
between U S WEST Communications, Inc. and NOW
Communications, Inc.**

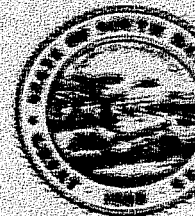
A resale interconnection agreement between U S WEST Communications, Inc. and NOW Communications, Inc. was filed for approval pursuant to 47 U.S.C. Section 252(e). The resale agreement will provide for the resale of local telecommunications services within the geographical areas where U S WEST is the incumbent local exchange carrier.

Staff Attorney: Camron Hoseck
Date Docketed: 05/03/00
Intervention Deadline: 05/19/00

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>**

South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



MEMORANDUM

TO: Commissioners Burg, Nelson and Schoenfelder
Mr. Jim Wilcox, NSP

CC: Karen Cremer

FROM: Keith Senger

RE: EL00-013 – Northern States Power Company, Customer Buyback Program

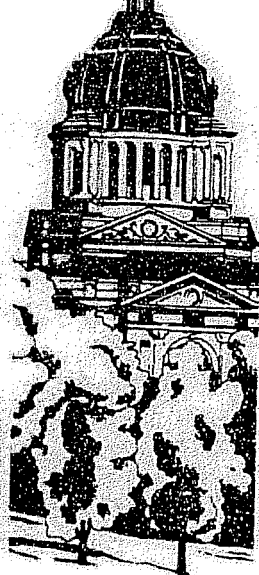
DATE: 7/11/2000

On May 1, 2000, Northern States Power Company (NSP) filed for an electric tariff revision. This revision adds a Customer Buyback Program to the South Dakota tariff, which allows NSP to make energy purchases from their South Dakota customers who voluntarily agree to interrupt their firm load. NSP will use this Energy Buyback Program only when NSP needs to purchase wholesale energy to serve native load or when NSP is affected by exceptional generation or transmission system difficulties.

NSP and Commission Staff have agreed to the following conditions and ask that the Commissioners approve this as a temporary tariff revision expiring December 31, 2001, with the following conditions:

Usage Restrictions

1. NSP intends to use the Energy Buyback Program as an energy source available only to native load customers.
2. NSP will not use the Energy Buy Back Program to "broker" energy purchases from retail customers into the wholesale market. However, NSP may use buy-back energy for resale market sales provided that these sales are: a) Not planned when a decision to use the Energy Buyback Program is made, and b) Are driven by operational considerations that include minimizing costs and maintaining system security.
3. NSP will plan to use all other existing service options, including interruptible services, to reduce system load before invoking the Energy Buyback Program. NSP may revise this procedure if required to more effectively respond to system requirements. If a revised procedure is used during a buy-back day, NSP will provide the Commission with the daily log sheets of actual load management steps that were implemented.



Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laake Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Terry Emerson
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Lucy Fossen
Mary Giddings
Lewis Hammond
Leni Healy
Mary Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Jennifer Kirk
Bob Knadle
Delaine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Rosalyn Ailtz Wiest

4. NSP agrees not to repurchase energy associated with the controllable load of interruptible service customers when the customer is subject to a control period.
5. NSP will not repurchase energy from customers when the negotiated repurchase price from the customers exceeds the wholesale market price that exists when the decision to use the Energy Buyback Program is made and price offers are accepted. If the wholesale market is exhausted, then the price required for energy purchases from retail customers through the buy-back program is then the best approximation for a "wholesale market price".

Reporting Requirements

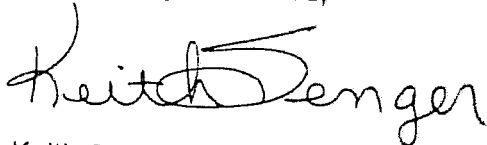
NSP shall file compliance reports by January 31, 2001, July 30 2001 and January 31, 2002. Each compliance report shall include:

1. A schedule of buy-back energy purchased from each South Dakota customer. This schedule shall include the date, time period, kWh or MWh purchased and the purchase price for each customer buy-back purchase.
2. The expected range of energy prices when the decision was made to purchase energy from the buy-back customers;
3. A representative after-the-fact market price of the energy during the period of the buy-back;
4. A schedule of the off-system sales. This schedule shall include the date, time period, kWh or MWh sold and the sell price for each off-system sales transaction overlapping the buy-back period reported above.
5. Fuel clause related costs allocated to off-system sales during a buy-back period.

Record Retention

NSP shall maintain, for a minimum period of one year after the above report is filed, and provided upon request of the Commission or Commission Staff, the customer detail usage information in determining the customer's Reference Load Profile (RLP) and the actual energy usage used in determining the customer's actual load reduction for each buy-back period.

Respectfully Submitted,



Keith Senger

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	ORDER APPROVING TARIFF
NORTHERN STATES POWER COMPANY FOR)	REVISIONS
APPROVAL OF A CUSTOMER BUYBACK)	
PROGRAM)	EL00-013

On May 1, 2000, Northern States Power Company, Sioux Falls, South Dakota (NSP), filed with the Public Utilities Commission (Commission) a proposed revision to its South Dakota Electric Rate Book - SDPUC No. 2, specifically creating the Enabling Agreement for the Customer Buyback Program:

Section No. 8, 1st Revised Sheet No. 1, canceling Original Sheet No. 1

Section No. 8, Original Sheet No. 13, 14 and 15

This proposed revision creates a "Customer Buyback Program" which allows NSP to make energy purchases from its South Dakota customers who voluntarily agree to interrupt their firm load. NSP will use this Energy Buyback Program only when NSP needs to purchase wholesale energy to serve native load or when NSP is affected by exceptional generation or transmission system difficulties. NSP intends on including the cost of energy purchases from the Customer Buyback Program in the fuel clause adjustment.

On May 4, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of May 19, 2000, to interested individuals and entities. No petitions to intervene or comments were filed. At its regularly scheduled meeting of July 13, 2000, the Commission considered approval of the application. Commission Staff recommended approval with restrictions and reporting requirements as stated in Staff's memorandum dated July 11, 2000. These conditions include:

Usage Restrictions

1. NSP intends to use the Energy Buyback Program as an energy source available only to native load customers.
2. NSP will not use the Energy Buyback Program to "broker" energy purchases from retail customers into the wholesale market. However, NSP may use buy-back energy for resale market sales provided that these sales are: a) not planned when a decision to use the Energy Buyback Program is made, and b) are driven by operational considerations that include minimizing costs and maintaining system security.
3. NSP will plan to use all other existing service options, including interruptible services, to reduce system load before invoking the Energy Buyback

Program. NSP may revise this procedure if required to more effectively respond to system requirements. If a revised procedure is used during a buy-back day, NSP will provide the Commission with the daily log sheets of actual load management steps that were implemented.

4. NSP agrees not to repurchase energy associated with the controllable load of interruptible service customers when the customer is subject to a control period.
5. NSP will not repurchase energy from customers when the negotiated repurchase price from the customers exceeds the wholesale market price that exists when the decision to use the Energy Buyback Program is made and price offers are accepted. If the wholesale market is exhausted, then the price required for energy purchases from retail customers through the buy-back program is then the best approximation for a "wholesale market price."

Reporting Requirements

NSP shall file compliance reports by January 31, 2001, July 30, 2001, and January 31, 2002. Each compliance report shall include:

1. A schedule of buy-back energy purchased from each South Dakota customer. This schedule shall include the date, time period, kWh or MWH purchased and the purchase price for each customer buy-back purchase;
2. The expected range of energy prices when the decision was made to purchase energy from the buy-back customers;
3. A representative after-the-fact market price of the energy during the period of the buy-back;
4. A schedule of the off-system sales. This schedule shall include the date, time period, kWh or MWH sold and the sell price for each off-system sales transaction overlapping the buy-back period reported above;
5. Fuel clause related costs allocated to off-system sales during a buy-back period.

Record Retention

NSP shall maintain, for a minimum period of one year after the above report is filed and provided upon request of the Commission or Commission Staff, the customer detail usage information in determining the customer's Reference Load Profile (RLP) and the actual energy usage used in determining the customer's actual load reduction for each buy-back period.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-34A. The Commission voted to approve the tariff revisions with Staff's recommended restrictions and reporting requirements (Commissioner Nelson, dissenting). The Commission finds the revisions are just and reasonable. As the Commission's final decision in this matter, it is therefore

ORDERED, that NSP's revised tariffs, as described above, are approved with Staff's recommended restrictions and reporting requirements, also described above, and shall be effective for service rendered on and after the date of this Order. It is

FURTHER ORDERED, that this approved tariff as described above shall expire on December 31, 2001. In the future, should NSP wish to continue this program after this expiration date, NSP will have to come before the Commission in another proceeding.

Dated at Pierre, South Dakota, this 20th day of July, 2000.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Debra K. Kell</u>
Date:	<u>7/20/00</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

PAM NELSON, Commissioner, dissenting

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

DISSENT OF COMMISSIONER NELSON

In this docket, Northern States Power Company (NSP) has come to us requesting approval of a "buyback" program that essentially shifts power supply, when demand for that supply is high, from one customer group to another. NSP will pay large customers to reduce consumption, thus enabling other customers to use that power. The hope is that payment made to large customers will be less than the cost of buying from another utility or power marketer. The effect, if the program is successful, is that both customer groups will be better off than they would be without the program. The large customer relinquishing power rights will be paid to do so, while the other customers will be obtaining cheaper power.

A key consideration is that no additional power supply results from this program. It merely shifts usage. One customer curtails while another customer uses more. In effect, NSP and the non-curtailling customers will pay large users for using less. This process bears a close resemblance to other past-approved programs, conservation programs, which also involved payment to customers as an incentive to use less.

There is one major difference between the "buyback" program and the "conservation" programs: NSP recovered the cost of conservation programs in base rates after rate case review. NSP requests fuel clause recovery of buyback costs. The distinction is not trivial. The fuel clause by its very nature and intent is automatic cost recovery. It is true we can review cost components of the fuel clause, but we have an almost impossibly limited review period that allows the company to keep what they request until we decide otherwise. After a 10-day period following filing, any change we make would only apply prospectively. In my view, neither NSP nor staff offered adequate support to deviate from the past practice of placing conservation program costs in base rates. The fuel clause was created to fulfill a specific purpose and it's inappropriate to use it as a handy catchall for costs more appropriately considered in a rate case. While I wholeheartedly support programs to reduce consumer costs, I cannot support misuse of the fuel clause. I therefore dissent from the majority opinion that allows fuel clause pass-through.



Pam Nelson, Commissioner



Northern States Power Company

414 Nicollet Mall (RSQ4)
Minneapolis, MN 55401
Telephone 612-330-7774

August 3, 2000

TO: SOUTH DAKOTA ELECTRIC RATE BOOK HOLDERS

**RE: APPROVAL OF CUSTOMER BUYBACK PROGRAM
SDPUC Docket No. EL00-013**

Enclosed for your copy of Northern States Power Company's South Dakota Electric Rate Book, SDPUC No. 2, are the following new and revised tariff pages approved by the South Dakota Public Utilities Commission:

Section 8, 1st Revised Sheet No. 1

Section 8, Original Sheet No. 13

Section 8, Original Sheet No. 14

Section 8, Original Sheet No. 15

On May 1, 2000, the Company filed a petition for a new program providing for energy purchases from customers whenever wholesale energy supply market prices are exceptionally high. The Customer Buyback Program will provide the Company with an additional energy purchase resource to more efficiently manage system requirements and will provide qualifying customers with the option of receiving prices associated with energy supply markets during these exceptional times. The new tariff pages establish an Enabling Agreement which defines the general terms of the program and the structure and procedures for establishing the price and quantity for a specific energy purchase. Customers executing an Enabling Agreement with the Company then have the option, but are under no obligation, to sell energy to the Company during any buyback period.

The Commission approved the Company's tariffs by order dated July 20, 2000. In addition, the Commission's order established usage conditions, reporting requirements and an effective period for the tariffs of July 20, 2000, through December 31, 2001.

Sincerely,

Joyce Gutkowski
Manager, Rate Administration

encl.

RECEIVED

AUG 11 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



Northern States Power Company
Minneapolis, Minnesota 55401

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

CUSTOMER SERVICE FORMS

Section No. 8
1st Revised Sheet No. 1
Cancelling Original 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.

1. Standard Customer Bill Form
2. Reminder Notice Bill Form
3. Important Notice Bill Form
4. Disconnect Notice Bill Form
5. Merchandise Installment Bill Form
6. Electric Service Agreement
7. Electric Service Agreement for Peak Controlled Service
8. Electric Service Agreement for Energy Controlled Service
9. Enabling Agreement for Customer Buyback Program

N

Date Filed: 05-01-00

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP – Dakotas

Effective Date: 07-20-00

Docket No. EL00-013

Order Date: 07-20-00



Northern States Power Company

Minneapolis, Minnesota 55401

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**ENABLING AGREEMENT FOR CUSTOMER BUYBACK
PROGRAM**

Section No. 8
Original Sheet No. 13

ENABLING AGREEMENT

N

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.

N

(Continued on Sheet No. 8-14)

Date Filed: 05-01-00

By: Kent T. Larson

Effective Date: 07-20-00

Chief Executive Officer & Managing Director

Docet No. EL00-013

NSP - Dakotas

Order Date: 07-20-00



ENABLING AGREEMENT FOR CUSTOMER BUYBACK
PROGRAM (Continued)

Section No. 8
Original 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 one Megawatt (MW) or greater, and rounded to one-tenth of a MW.

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 one-tenth of a MW. 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.

(Continued on Sheet No. 8-15)

Date Filed: 05-01-00

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP - Dakotas

Effective Date: 07-20-00

Docket No. EL00-013

Order Date: 07-20-00



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

Section No. 8
Original 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

Date Filed: 05-01-00

By: Kent T. Larson
Chief Executive Officer & Managing Director
NSP - Dakotas

Effective Date: 07-20-00

Docket No. EL00-013

Order Date: 07-20-00

Jim Wilcox, Manager
Government & Regulatory Services
500 West Russell Street
P.O. Box 988
Sioux Falls, SD 57101-0988
Telephone (605) 339-8350 fax 612/573-9083
internet - james.c.wilcox@xcelenergy.com



January 30, 2001

Mr. William Bullard, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: Docket EL00-013 In the matter of the petition of Xcel Energy (Northern States Power Company) for approval of a customer buyback program, Compliance report

Dear Mr. Bullard:

Xcel Energy has not purchased any buyback energy through this program to date.

If anyone has any questions, please call me at 339-8350

Sincerely,



Jim Wilcox

c. Mike Swenson

RECEIVED
FEB 01 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Jim Wilcox, Manager,
Government & Regulatory Affairs
500 West Russell Street
P.O. Box 988
Sioux Falls, SD 57101-0988
Telephone (605) 339-8350 fax 612/573-9083
internet - james.c.wilcox@xcelenergy.com

Jan 30, 2002

Ms. Debra Elofson, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

JAN 31 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Dear Ms. Elofson:

CONFIDENTIAL TREATMENT REQUESTED

Enclosed for filing please find Xcel Energy's compliance filing and activity report required in the order approving Docket EL00-013 in the matter of the petition of Northern States Power Company (now d/b/a Xcel Energy) for approval of a customer buyback program.

The order approving this docket provided for a report of activity. Following are the five items that were suggested to be in this report.

1. A Schedule of buyback energy purchased from each South Dakota customer. This schedule shall include the date, time period, kWh or MWh purchased and the purchase price for each customer buyback purchase;
2. The expected range of energy prices when the decision was made to purchase energy from the buy-back customers;
3. A representative after-the-fact market price of the energy during the period of the buyback;
4. A schedule of the off-system sales. This schedule shall include the date, time period, kWh or MWh sold and the sell price for each off-system sales transaction overlapping the buy-back period reported above; and
5. Fuel clause related costs allocated to off-system sales during a buyback period.

Previous reports have shown no buy back activity. Due to cooler than normal weather, there was no need for the Company to utilize the Buyback Program in the summer of 2000. For the summer of 2001, the Company called on the Buyback Program on July 31 and August 6, 7 and 8. Trade Secret Schedule 1, pages 1 and 2, contains the information listed above for these buyback days.

Xcel Energy respectfully requests confidential treatment of the "NON-PUBLIC DOCUMENT" enclosed as specified in ARSD 20:10:01:41 - Requests for confidential treatment of information. All pages, which include such proprietary information, have been marked "Confidential." Following are Xcel Energy's responses to the 5 points cited in this administrative rule:

(1) An identification of the document and the general subject matter of the materials or the portions of the document for which confidentiality is being requested;

Xcel Energy seeks confidential treatment of trade secret data presented in this compliance filing and activity report.

(2) The length of time for which confidentiality is being requested and a request for handling at the end of that time;

Xcel Energy requests these documents be maintained confidential through the lifetime of the EL00-013 Docket. Xcel Energy requests that all confidential information provided by the company in this docket be returned to Xcel Energy following resolution of this docket.

(3) The name, addresses, and phone number of a person to be contacted regarding the confidentiality request;

Jim Wilcox
PO Box 988
Sioux Falls, SD 57101-0988
605 / 339-8350

(4) The statutory or common law grounds and any administrative rules under which confidentiality is requested.

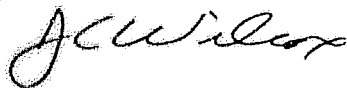
The material is proprietary information, the disclosure of which would result in material damage to the company's financial or competitive position. ARSD 20:10:01:42. The filing contains trade secret data of which disclosure might have an adverse impact on Xcel Energy and its ratepayers.

(5) The factual basis that qualifies the information for confidentiality under the authority cited.

The material reveals trade secret data.

If anyone has any questions, please call me at 339-8350

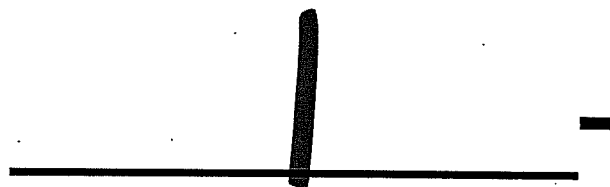
Sincerely,

A handwritten signature in cursive script, appearing to read "J Wilcox".

Jim Wilcox

c. Mike Swenson

CONTINUATION



NON-PUBLIC DOCUMENT CONTAINS TRADE SECRET DATA

2001 Xcel Energy's Customer Buyback (Peak Day Partner) Program Activities

(1)				(2)	(3)	
Date	Participated Customers ¹	Hourly Schedule of Buyback Energy Purchased		Agreed Buyback Price (\$/MWh)	Expected Range of Buyback Price ² (\$/MWh)	Representative After-The-Fact Market Price (\$/MWh)
		Period	MW Contracted			
[TRADE SECRET BEGINS						
31-Jul-01	John Morrell & Company	14:00 - 18:00	1	\$75	\$68 - \$75	N/A ³
	Non-SD Customers ⁴	14:00 - 18:00	6.65	\$68 - \$75	\$68 - \$75	
	Xcel Energy Total		7.65			
6-Aug-01	John Morrell & Company	15:00 - 18:00	1	\$100	\$90 - \$100	N/A ³
	Non-SD Customers ⁵	15:00 - 21:00	4.5	\$90 - \$100	\$90 - \$100	
	Xcel Energy Total		5.5			
7-Aug-01	John Morrell & Company ⁶	15:00 - 21:00	1	\$205	\$90 - \$260	N/A ³
	Non-SD Customers ⁷	16:00 - 19:00	1	\$240	\$90 - \$260	
	Non-SD Customers ⁵	15:00 - 21:00	6.85	\$90 - \$240	\$90 - \$260	
	Xcel Energy Total		8.85			
8-Aug-01	John Morrell & Company	15:00 - 19:00	1	\$260	\$240 - \$260	N/A ³
	Non-SD Customers	13:00 - 19:00	1	\$240	\$240 - \$260	
	Non-SD Customers	15:00 - 21:00	5.5	\$200 - \$250	\$240 - \$260	
	Non-SD Customers	15:00 - 18:30	2	\$250	\$240 - \$260	
	Non-SD Customers ⁴	18:30 - 21:00	4	\$250	\$240 - \$260	
	Non-SD Customers	15:00 - 16:30	0.5	\$240	\$240 - \$260	
	Non-SD Customers	16:30 - 21:00	1.1	\$240	\$240 - \$260	
	Xcel Energy Total		15.1			

Actual Credit Received By
John Morrell & Company

July 31st	\$263
August 6th	\$331
August 7th	0 *
August 8th	<u>\$529</u>
Total	\$1,123

* Did not meet minimum load reduction requirement therefore no credit was given

TRADE SECRET ENDS]

2001 Xcel Energy's Customer Buyback (Peak Day Partner) Program Activities

Date	(4) *								(5) Fuel Clause Related Costs Allocated To Off- System Sales During A Buyback Period ⁹ (\$/MWh)
	Next Day Plan For Current (Buyback) Day				Current Day During Buyback Period				
	Projected Off- System Purchases		Projected Off-System Sales		Actual Off- System Purchases		Actual Off-System Sales		
	Price	MWh	Price	MWh	Price	MWh	Price	MWh	
[TRADE SECRET BEGINS]									
31-Jul-01	\$61-\$66	9,256	\$48-\$78	1,700	\$86	50	\$95	22	\$0
6-Aug-01	\$55 - \$63	11,600	\$67	400	\$125	150	\$0	0	\$0
7-Aug-01	\$55 - \$110	9,551	\$67	400	\$115 - \$135	1,213	\$225	100	\$0
8-Aug-01	\$85 - \$120	8,769	\$0	0	\$0	0	\$250	300	\$0

1 Non-SD Customers consisted of buyback customers in Minnesota, North Dakota and Wisconsin.

2 The estimated price range could be a result of the need to make more than one buyback offer to reach targeted load reduction.

3 After-the fact market prices are difficult to establish and track given the fact that there are multiple bid and ask prices posted simultaneous in all hours. Xcel Energy keeps records of prices only for transactions it executed as reported in item (4) in this schedule (Actual Off-System Purchases and Sales).

4 One customer with 2 MW contracted buyback load failed to meet the minimum load reduction requirement during the committed buyback hours therefore no credit was given.

5 Two customers with 4 MW contracted buyback load failed to meet the minimum load reduction requirement during the committed buyback hours therefore no credit was given.

6 Customer failed to meet the minimum load reduction requirement during the committed buyback hours therefore no credit was given.

7 One customer with 1 MW contracted buyback load failed to meet the minimum load reduction requirement therefore no credit was given.

8 Prices reported in (4) were actual prices Xcel Energy committed to in the actual off-system purchase or sales contracts. In cases where price shows \$0, no contracts were executed.

9 None of the buyback energy was resold off-system from fuel clause determination. All other off-system sales are separately booked as wholesale transactions which do not affect fuel clause adjustment determination for ratepayers.