VACK HILLS POWER APID CITY, SOUTH DAKOTA

SECTION NO. 1 FOURTEENTH REVISED SHEET NO. 1

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DATE FILED: January 24, 2003

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ISSUED BY:

Don Martinez

BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA

SECTION NO. FIFTEENTH REVISED SHEET NO. REPLACES FOURTEENTH REVISED SHEET NO.

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' Net Billing

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 1 TENTH REVISED SHEET NO. 3

REPLACES NINTH REVISED SHEET NO. 3

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ISSUED BY:

Donald J. Martinez Energy Services Engineer

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. ?
FIFTH REVISED SHEET NO. 4
REPLACES FOURTH REVISED SHEET No. 4

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DATE FILED: August 26, 1999

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

Don Martinez

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 2

FIRST REVISED SHEET NO. 1

REPLACES ORIGINAL SHEET NO.

PRELIMINARY STATEMENT

Black Hills Power and Light Company serves in an area generally described as the Black Hills area in Butte, Custer, Fall River, Lawrence, Meade and Pennington Counties in South Dakota.

The Company provides electric service for domestic, commercial and industrial service as prescribed in its Rates, Rules and Regulations.

The following symbols are used in conjunction with this tariff:

- (a) "C" shall signify a changed listing, rule or condition which may affect rates or charges;
- (b) "D" shall signify discontinued material, including any listing, rate, rule or condition;
- (c) "I" shall signify an increase;
- (d) "L" shall signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition;
- (e) "N" shall signify new material including a listing, rate, rule or condition;
- (f) "R" shall signify a reduction;
- (g) "T" shall signify a change in the wording of text with no change in the rate, rule or condition.

Xule I

DATE FILED: June 20, 1995

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

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 10

SECTION NO.

NINTH REVISED SHEET NO.

REPLACES EIGHTH REVISED SHEET NO.

RESIDENTIAL SERVICE

RATE NO. R-13 (T)
Page 1 of 2

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To a single-family private dwelling unit supplied through one meter for domestic use including lighting, cooking, and other household uses.

This schedule is not applicable to a residence which is used for commercial, professional, or any other gainful enterprise; however, if the domestic use can be separately metered, this schedule is applicable to the metered domestic portion of energy use.

A single-family dwelling in which four sleeping rooms or more are rented or are available for rent, is considered non-domestic and the applicable General Service Rate shall apply.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at nominal voltages of 120 or 120/240 volts.

NET MONTHLY BILL

<u>Rate</u>

Customer Charge \$7.50

(I)

Energy Charge

All usage at 7.78¢ per kWh (I)

Minimum

The Customer Charge

DATE FILED:

June 20, 1995

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after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 10

SECTION NO. 3 NINTH REVISED SHEET NO. 2

REPLACES EIGHTH REVISED SHEET NO. 2

RESIDENTIAL SERVICE

RATE NO. R-13 (T) Page 2 of 2

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. If (I) a bill is not paid, the Company shall have the right to suspend service, providing 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

Service will be rendered under the Company's General Rules and Regulations.

Service provided hereunder shall be on a continuous basis. 2. Customers requesting service for cottages or cabins if discontinued and then resumed within twelve months after service was first discontinued shall pay all charges that would have been billed had service not been discontinued.

Company-approved water heaters shall have a tank capacity of not less than 30 gallons and an electric capacity of not more than 4,500 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous

The Company reserves the right to limit electrical demand during time of the Company's peak load.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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:

June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

TSSUED BY:

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

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 12

SECTION NO. 3

NINTH REVISED SHEET NO. 3
REPLACES EIGHTH REVISED SHEET NO. 3

TOTAL ELECTRIC RESIDENTIAL SERVICE

RATE NO. RTE-13 (T)
Page 1 of 2

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To a single-family private dwelling unit supplied through one meter for all domestic use, including lighting, cooking, household electrical appliances, water heating, space heating, and air conditioning, where electric service is the only source of energy for the dwelling unit, except energy provided by wood burning fireplaces used primarily for aesthetic purposes.

This schedule is not applicable to a residence which is used for commercial, professional or any other gainful enterprise; however, if the domestic use can be separately metered, this schedule is applicable to the metered domestic portion of energy use.

A single-family dwelling in which four sleeping rooms or more are rented or are available for rent, is considered non-domestic and the applicable General Service rate shall apply.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a nominal voltage of 120/240 volts.

NET MONTHLY BILL

Rate

Customer Charge \$10.00

(I)

Energy Charge

All usage at 6.28¢ per kWh

(I)

Minimum

The Customer Charge

DATE FILED:

June 20, 1995

EFFECTIVE DATE:

For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

Le D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 12

SECTION NO. 3 NINTH REVISED SHEET NO. 4

REPLACES EIGHTH REVISED SHEET NO. 4

TOTAL ELECTRICAL RESIDENTIAL SERVICE

RATE NO. RTE-13 (T)
Page 2 of 2

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. An nonsufficient funds (T) check charge of \$15.00 shall apply for returned checks. If (I) a bill is not paid, the Company shall have the right to suspend service, providing 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. (T)

TERMS AND CONDITIONS

- 1. Service will be rendered under the Company's General Rules and Regulations.
- 2. Service hereunder shall be rendered on a continuous basis.
- 3. Company-approved water heaters shall have a tank capacity of not less than 30 gallons and an electric capacity of not more than 4,500 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operation.
- 4. The Company reserves the right to limit electrical demand during time of the Company's peak load.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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: June 20, 1995

EFFECTIVE DATE: For se

For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3

SEVENTH REVISED SHEET NO. 5

REPLACES SIXTH REVISED SHEET NO. 5

(Reserved)

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BLACK HILLS POWER AND LIGHT COMPANY

SECTION NO. 3

RAPID CITY, SOUTH DAKOTA

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REPLACES SIXTH REVISED SHEET NO. 6

(Reserved)

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Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 20

SECTION NO. 3 NINTH REVISED SHEET NO. REPLACES EIGHTH REVISED SHEET NO. 7

GENERAL SERVICE

RATE NO. GS-14 (T) Page 1 of 2

AVAILABLE

At points on the Company's existing distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To customers using electric service supplied at one point of delivery and for which no specific schedule is provided. This schedule is not applicable to standby, supplementary, emergency, resale, shared, or incidental service.

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.

NET MONTHLY BILL

Rate

Customer Charge \$9.50

(I)

Capacity Charge

No charge for first 5 kW of Billing Capacity \$5.00 per kW for next 45 kW of Billing Capacity \$4.70 per kW for all additional kW of Billing Capacity

Energy Charge

8.64¢ per kWh for first 1,000 kWh 7.48¢ per kWh for next 2,000 kWh 12,000 kWh 6.63¢ per-kWh for next 5.41¢ per kwh for all additional kwh

Minimum

The Capacity Charge or \$2.25 per kilovolt-ampere (kVA) of required transformer capacity including a special transformer installation provided for the benefit of the customer or to protect the quality of service to other customers, but not less than the Customer Charge.

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ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 20

SECTION NO. 3 NINTH REVISED SHEET NO. 8

REPLACES EIGHTH REVISED SHEET NO. 8

GENERAL SERVICE

RATE NO. GS-14 (T) Page 2 of 2

BILLING CAPACITY

Customer's average kilowatt load during the fifteen-minute period of maximum use during the month.

Power Factor Adjustment - If the power factor for the month (determined at the Company's option by permanent measurement or by a test of not less than fifteen-minute duration under conditions which the Company determines to be normal) is less than eighty-five percent at the point of delivery, the Billing Capacity will be increased by multiplying by eighty-five percent and dividing by the power factor expressed in percent. Power factor is defined to be the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. a bill is not paid, the Company shall have the right to suspend service, providing ten days written notice of such suspension has been given. When service is suspended for nonpayment of (T) a bill, a Customer Service Charge will apply.

TERMS AND CONDITIONS

Service will be rendered under the Company's General Rules and Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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: June 20, 1995

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

ISSUED BY:

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

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 23

SECTION NO. 3 NINTH REVISED SHEET NO. 9

REPLACES EIGHTH REVISED SHEET NO. 9

GENERAL SERVICE - TOTAL ELECTRIC

RATE NO. GTE-16 (T) Page 1 of 2

AVAILABLE

At points on the Company's existing distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To customers supplied at one point of delivery for general use including space heating and air conditioning, where electric service is the only source of energy at the service location, whose connected space heating load is not less than thirty percent (30%) of the total connected load, and for which no specific schedule is provided. This schedule is not applicable to temporary, standby, supplementary, emergency, resale, shared, or incidental service.

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.

NET MONTHLY BILL

Rate

Customer Charge \$15.00

(I)

Capacity Charge

No charge for first 5 kW of Billing Capacity

\$4.60 per kW for the next 45 kW of Billing Capacity

\$4.30 per kW for all additional kW of Billing Capacity

Energy Charge

5.78¢ per kWh for the first 6,000 kWh

5.41¢ per kWh for all additional kWh

Minimum

The Capacity Charge but not less than \$2.25 per kilovoltampere (kVA) of required transformer capacity including a special transformer installation provided for the benefit of the customer or to protect the quality of service to other customers, but not less than the Customer Charge.

DATE FILED: June 20, 1995

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Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 23

SECTION NO. 3 NINTH REVISED SHEET NO. 10 REPLACES EIGHTH REVISED SHEET NO. 10

GENERAL SERVICE - TOTAL ELECTRIC

RATE NO. GTE-16 (T)
Page 2 of 2

BILLING CAPACITY

Customer's average kilowatt load during the fifteen-minute period of maximum use during the month.

Power Factor Adjustment - If the power factor for the month (determined at the Company's option by permanent measurement or by a test of not less than fifteen-minute duration under conditions which the Company determines to be normal) is less than eighty-five percent at the point of delivery, the Billing Capacity will be increased by multiplying by eighty-five percent and dividing by the power factor expressed in percent. Power factor is defined to be the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds (T) check charge of \$15.00 shall apply for returned checks. If (I) a bill is not paid, the Company shall have the right to suspend service, providing 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. (T)

TERMS AND CONDITIONS

Service will be rendered under the Company's General Rules and Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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.

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ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 21 AND 30

SECTION NO. 3 NINTH REVISED SHEET NO. 11 REPLACES EIGHTH REVISED SHEET NO. 11

GENERAL SERVICE - LARGE

RATE NO. GL-13 (T) Page 1 of 3

AVAILABLE

At points on the Company's existing transmission and distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To large power users for their entire electric service requirements supplied at one point of delivery and who agree to a Billing Capacity of 125 kilovolt-amperes (kVA) or more. This schedule is not applicable for temporary, standby, supplementary, emergency, resale, or shared service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, at a single standard utilization voltage most available to the location of the customer.

NET MONTHLY BILL

<u>Rate</u>

Capacity Charge - On Peak

\$900.00 for the first 125 kVA or less of Billing Capacity (I) \$ 5.75 for each additional kVA of Billing Capacity

Capacity Charge - Off Peak

Customers having a Contract Capacity of 250 kVA or greater (C) may elect to receive Off-Peak Service of up to 1.5 times their Billing Capacity at no additional capacity charge above the On-Peak Capacity Charge. Off-Peak Service greater than 1.5 times Billing Capacity will be charged at regular rates and applied in determination of Billing Capacity.

Energy Charge

4.37¢ per kWh for the first 50,000 kWh

4.27¢ per kWh for the next 450,000 kWh

3.99¢ per kWh for each additional kWh

Minimum

The Capacity Charge but not less than \$2.00 per kVA times the highest Billing Capacity applicable in the twelve months ending with and including the current month, plus any tax adjustment.

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after August 1, 1995

(R)

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 21 AND 30

SECTION NO. 3 NINTH REVISED SHEET NO. 12 REPLACES EIGHTH REVISED SHEET NO. 12

GENERAL SERVICE - LARGE

RATE NO. GL-13 (T) Page 2 of 3

BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum use during the month determined by dividing the maximum capacity in kilowatts (kW) by the power factor.

Eighty percent of the highest Billing Capacity in any of the preceding eleven months.

Eighty percent of the Contract Capacity as stated in the Electric Service Agreement.

The power factor will be determined at the Company's option by a test of not less than fifteen-minute duration under conditions which the Company determines to be normal or by permanent measurement. The power factor is defined to be the quotient obtained by dividing the kilowatt-hours used during the test period by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-amperehours supplied during the same period. Any leading kilovoltampere-hours supplied during the period will not be considered.

Should the customer's measured Billing Capacity exceed the current Contract Capacity during three (3) or more billing months in any calendar year, a new Contract Capacity equal to the average of the three (3) highest measured Billing Capacities during the year will be established and the customer will be notified in writing prior to implementation.

SUBSTATION OWNERSHIP DISCOUNT

Customers who furnish and maintain a transformer substation with controlling and protective equipment, with the exception of metering equipment, for the purpose of transforming service from the Company's most available transmission voltage (47,000 volts and above) or primary distribution voltage (2,400 volts to 24,900 volts) to the customer's utilization voltages, shall receive a monthly credit of \$0.25 per kVA of Billing Capacity for transmission service and \$0.15 per kVA of Billing Capacity for primary distribution service.

(D)

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 21 AND 30

SECTION NO. 3

NINTH REVISED SHEET NO. 13

REPLACES EIGHTH REVISED SHEET NO. 13

GENERAL SERVICE - LARGE

RATE NO. GL-13 (T) Page 3 of 3

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds (T) check charge of \$15.00 shall apply for returned checks. If (I) a bill is not paid, the Company shall have the right to suspend service, providing 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. (T)

CONTRACT PERIOD

A period of not less than three years and if not then terminated by at least two years prior written notice by either party, shall continue until so terminated. Where service is being initiated or enlarged and requires special investment on the part of the Company, a longer period may be required and shall be as stated in the Electric Service Agreement.

TERMS AND CONDITIONS

- 1. Service provided hereunder shall be on a continuous basis. If service is discontinued and then resumed within twelve months after service was first discontinued, the customer shall pay all charges that would have been billed if service had not been discontinued.
- 2. Service will be rendered under the Company's General Rules and Regulations.
- 3. Notice will be provided defining On-Peak hours and a thirty days written notice will be provided of any change in On-Peak hours.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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: 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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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 31

SECTION NO. 3 NINTH REVISED SHEET NO. 14 REPLACES EIGHTH REVISED SHEET NO. 14

INDUSTRIAL CONTRACT SERVICE

RATE NO. IC-14 (T) Page 1 of 2

AVAILABLE

At points on the Company's existing interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To large industrial power users receiving transmission service or distribution service supplied at one point of delivery. Service is by Industrial Contract Service Agreement only, and is not applicable for temporary, standby, supplementary, emergency, resale, shared or incidental purposes.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase at the Company's transmission voltage (69,000 volts and above) or distribution voltage (less than 69,000 volts) stated in the Industrial Service Agreement.

NET MONTHLY BILL

Rate

Capacity Charge - On-Peak

Transmission Service @ \$5.10 per kVA of Billing Capacity Distribution Service @ \$5.36 per kVA of Billing Capacity (N)

Capacity Charge - Off-Peak

Customer may elect to receive Off-Peak Service of up to 1.5 times their Billing Capacity at no additional capacity charge above their On-Peak Capacity Charge. Off-Peak Service greater than 1.5 times Billing Capacity will be charged at regular rates and applied in determination of Billing Capacity.

Energy Charge

Transmission Service @ 3.450 ¢ per kWh Distribution Service @ 3.622 ¢ per kWh

(N)

Minimum

The charge for the Billing Capacity

DETERMINATION OF BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

a. The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum On-Peak use during the billing period; or the maximum Off-Peak use less fifty percent of the maximum On-Peak use, whichever is higher; or

DATE FILED: June 20, 1995

EFFECTIVE DATE: For se

For service on and after August 1, 1995

ISSUED BY:

Kyle D. White
Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 31

SECTION NO. 3 NINTH REVISED SHEET NO. 15 REPLACES EIGHTH REVISED SHEET NO. 15

INDUSTRIAL CONTRACT SERVICE

RATE NO. IC-14(T)
Page 2 of 2

b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months; or

c. Eighty percent of the Contract Capacity as defined in the following paragraph; or

d. Transmission Service 10,000kVA or Distribution Service 6,000kVA

(D)

(N)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to (T) delinquent accounts. A non-sufficient funds check charge of \$15.00 (I) shall apply to delinquent accounts. If a bill is not paid, the Company shall have the right to suspend service, providing 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.

CONTRACT PERIOD

As a condition to be eligible for this tariff, the customer is required to enter into an Industrial Contract Service Agreement for an initial term of at least five years with the right of the customer to be exercised from time to time as of a date two years prior to the end of any term or extended term to extend the contract for one additional year. Failure of the customer to extend the contract so as to allow the remaining term to be less than three years shall allow the Company to charge a System Planning Surcharge equal to \$.50/kVA of measured demand per month for the first two years of a new contract or extended contract less any remaining unexpired existing contract term at the time of the extension. The Company and customer by agreement may modify the provision concerning the extension of the term and the amount of the System Planning Surcharge.

TERMS AND CONDITIONS

1. Service will be rendered under the Company's General Rules and Regulations.

 Notice will be provided defining On-Peak hours and thirty (30) days written notice will be provided of any change in On-Peak hours.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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.

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EFFECTIVE DATE:

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ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 24

SECTION NO. 1 ELEVENTH REVISED SHEET NO. 16 REPLACES TENTH REVISED SHEET NO. 16

PRIVATE OR PUBLIC AREA LIGHTING SERVICE

RATE NO. PAL-16 (T)
Page 1 of 3

AVAILABLE

At points on the Company's existing secondary distribution facilities where unmetered 120/240 volt service is available within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To any customer who contracts for the illumination of outdoor areas of private or public property.

NATURE OF SERVICE

The Company will install, own and operate the necessary Mercury Vapor (MV) or High-Pressure Sodium Vapor (HPSV) Fixture(s). Energy-only service is also available for customer-owned Mercury Vapor and High-Pressure Sodium Vapor installations.

NET MONTHLY BILL Rate

a. For Luminaries in fixtures supported by a bracket not exceeding four feet in length, mounted on existing wood poles and connected to an existing secondary circuit:

Nominal Lamp Rating

9,500 Lumen HPSV Luminaire (100 Watt) \$ 7.90 per unit 27,500 Lumen HPSV Luminaire (250 Watt) \$13.90 per unit 7,000 Lumen MV Luminaire (175 Watt) \$ 7.90 per unit 20,000 Lumen MV Luminaire (400 Watt) \$13.90 per unit

b. For standard floodlight fixtures consisting of enclosed Mercury-Vapor or High-Pressure Sodium Vapor Lamps supported by a bracket not exceeding two feet in length,

Nominal Lamp Rating
27,500 Lumen HPSV Floodlight (250 Watt) \$18.80 per unit
50,000 Lumen HPSV Floodlight (400 Watt) \$34.40 per unit
20,000 Lumen MV Floodlight (400 Watt) \$18.80 per unit
55,000 Lumen MV Floodlight (1000 Watt) \$34.40 per unit

DATE FILED: June 20, 1995

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

ISSUED BY:

/Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 24

SECTION NO. 3 ELEVENTH REVISED SHEET NO. 17 REPLACES TENTH REVISED SHEET NO. 17

PRIVATE OR PUBLIC AREA LIGHTING SERVICE RATE NO. PAL-16(T)
Page 2 of 3

c. For customer installations connected to an existing secondary circuit:

Nominal Lamp Rating 2,200 Lumen HPSV Luminaire \$1.60 per unit (35 Watt) (I)4,000 Lumen HPSV Luminaire (50 Watt) \$1.75 per unit \$2.10 per unit 6,400 Lumen HPSV Luminaire (70 Watt) \$3.00 per unit 9,500 Lumen HPSV Luminaire (100 Watt) \$6.15 per unit 27,500 Lumen HPSV Luminaire (250 Watt) \$23.00 per unit 127,000 Lumen HPSV Luminaire (1000 Watt) (N) (I) 7,000 Lumen MV Luminaire (175 Watt) \$4.55 per unit \$6.15 per unit Luminaire (250 Watt) 11,000 Lumen MV \$10.00 per unit (400 Watt) 20,000 Lumen MV Luminaire

d. For special installations involving material and equipment not included in "a" and "b" above, the charge per month shall be as follows:

Charge for Luminaires same as "a" above; or for Floodlights same as "b" above, plus 1.0% of Company's actual investment (R) in such installation (which shall include poles, wire and all other materials and installation costs).

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge (T) of \$15.00 shall apply for returned checks. If a bill is not (I) paid the Company shall have the right to suspend service, providing 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. (T)

TERMS AND CONDITIONS

1. Standard fixtures available for installation hereunder shall be determined by the Company on the basis of quality, capital and maintenance costs, long-term availability and other factors.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 24

SECTION NO. 3 ELEVENTH REVISED SHEET NO. 18 REPLACES TENTH REVISED SHEET NO. 18

PRIVATE OR PUBLIC AREA LIGHTING SERVICE

RATE NO. PAL-16 (T) Page 3 of 3

- 2. Company will install fixtures only on poles having available space.
- 3. Fixtures shall be operated by photo-electric control to provide service from approximately one-half hour after sunset to one-half hour before sunrise.
- 4. Customer shall assume responsibility for notifying Company when Company's fixtures are inoperative.
- 5. Replacement of lamps due to ordinary burnout shall be made at Company expense during regularly scheduled working hours. Replacement because of breakage for any reason shall be charged to customer at Company's cost.
- 6. Customer shall provide or secure all necessary right-of-way permits and/or easements needed to provide service under this schedule.
- 7. Company may refuse to install or may remove from service upon notice to customer any fixture provided for herein for any reason, including but not limited to the following: relocation of distribution facilities and where such fixture or its operation could cause an unsatisfactory condition affecting the quality of life in the immediate area, or public safety, or could be in violation of any local ordinance or development restriction.
- 8. Energy-only service is available only to customers who install, own and maintain all required electric and lighting facilities past the Company's existing secondary circuit at which electric service is provided.
- 9. Service will be rendered under the Company's General Rules and Regulations.
- 10. This schedule is predicated on continuous service of 12 months (N) per year.

CONTRACT PERIOD

Service under this schedule shall be by written agreement for a minimum period of years as specified:

Service under Rate "a", Rate "b" and Rate"c" - two years Special installation under Rate "d" - ten years

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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: June 20, 1995

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ISSUED BY:

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

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 26

SECTION NO. 3 NINTH REVISED SHEET NO. 19 REPLACES EIGHTH REVISED SHEET NO. 19

IRRIGATION PUMPING

RATE NO IP-11 (T) Page 1 of 2

AVAILABLE

To parties who own and/or operate irrigation pumping stations located at or near the Company's existing distribution lines supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To customers using electric service supplied at one point of delivery for irrigation pumping. Service is by Irrigation Pumping Contract (IPC) only and is not applicable for temporary, standby, supplementary, emergency, resale, shared or incidental purposes.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase and at the voltage stated in the IPC.

RATE

Capacity Charge \$17.50 per season per horsepower of connected load.

(I)

Energy Charge

5.99¢ per kWh for all energy used.

METHOD OF BILLING

One-third of the Capacity Charge will be billed for each of (T) the months of April, May, and June. The Energy Charge will be billed monthly based on usage.

(D)

DATE FILED:

June 20, 1995

EFFEÇTIVE DATE: For service on and

after August 1, 1995

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Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 26

SECTION NO. 3 NINTH REVISED SHEET NO. 20 REPLACES EIGHTH REVISED SHEET NO. 20

IRRIGATION PUMPING

RATE NO IP-11 (T) Page 2 of 2

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. a bill is not paid, the Company shall have the right to suspend service, providing 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 is by IPC.
- 2. Determination of connected load: the Company shall determine the connected horsepower by nameplate rating of the motors, or at its option by test under conditions of maximum operating load.
- 3. Customer shall maintain a power factor at the point of delivery of not less than 85% lagging.
- 4. Service will be rendered under the Company's General Rules and Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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.

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TSSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 40 AND 41

SECTION NO. 3
TENTH REVISED SHEET NO. 21
REPLACES NINTH REVISED SHEET NO. 21

STREET LIGHTING

RATE NO. SL-13 (T)
Page 1 of 3

AVAILABLE

At points within 200 feet of the Company's existing secondary (C) distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties in South Dakota.

APPLICABLE

To incorporated municipalities, townships, counties, or governmental agencies for the lighting of public streets, highways, alleys, and thoroughfares. Company owned lighting service is not available for floodlighting of swimming pools, athletic fields, parking lots, and other similar projects, public or private. Customer owned systems must be complete with standards or towers, luminaries with glassware, lamps, and other appurtenances, together with all necessary cables extending between standards or towers and to points of connection to Company's facilities as designated by the Company.

SERVICE PROVIDED

The following three types of service are available under this rate schedule:

1. Energy Service

The Company shall furnish all electrical energy necessary to operate the street lighting system.

2. Energy and Maintenance Service

The Company shall furnish all electric energy necessary to operate the street lighting system. The Company shall also make lamp, glassware, and photo-electric cell renewals and shall periodically clean the glassware. Maintenance for damages caused by malicious mischief shall be the responsibility of the customer.

3. Total Street Lighting Service

The Company shall provide the energy maintenance service described in (2) above, and the Company shall install, own, and operate the street lighting system. The type and kind of luminaires and supports will be in accordance with Company specifications.

DATE FILED: June 20, 1995

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

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 40 AND 41

SECTION NO. 3 TENTH REVISED SHEET NO. 22 REPLACES NINTH REVISED SHEET NO. 22

NET MONTHLY BILL	REET LIGHTING	<u> </u>	RATE NO. SL-13 (T) Page 2 of 3
<u>Rate</u>			_
Lamp Type and Nominal Rating Mercury Vapor*		mer Owned Energy and Maintenance Service	_
7,000 Lumen (175 Watt)	\$ 4.55	261 ATCE	\$11.77 (I)
11,000 Lumen (250 Watt) 20,000 Lumen (400 Watt) 37,000 Lumen (700 Watt) 55,000 Lumen (1000 Watt)	6.15 10.00 16.20 23.00		15.77 18.95 34.28 42.08
High-Pressure Sodium Vapor* 2,200 Lumen (35 Watt) 4.000 Lumen (50 Watt) 5,500 Lumen (70 Watt) 9,500 Lumen (100 Watt) 14,000 Lumen (150 Watt) 27,500 Lumen (250 Watt) 50,000 Lumen (400 Watt) 127,000 Lumen (1000 Watt)	\$ 1.60 (N) \$ 1.75 (N) \$ 2.10 3.00 4.20 6.15 10.00 23.00		\$10.00 14.50 15.00 23.95

- *The Company Owned Total Street Lighting rates are not available for new mercury vapor or 150 watt high-pressure sodium vapor street lighting installations.
- a. For fixtures only supported by distribution type wood poles and (C) served aerially within 200 feet of existing secondary distribution.
- b. For luminaries requiring the installation of standard metal poles and served aerially, the charge shall be \$5.20 per month per pole in addition to the applicable monthly rate per luminaire under (a) above.
- c. For special installations involving material and equipment not included in (a) and (b) above, the charge per month shall be as follows:

Charge for luminaries and fixtures same as (a) above plus 1.0 percent of the difference between Company's actual (R) investment in such installations and the investment cost of a normal overhead street lighting installation.

(D)

DATE FILED: June 20, 1995

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

ISSUED BY:

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 40 AND 41

SECTION NO. 3
TENTH REVISED SHEET NO. 23
REPLACES NINTH REVISED SHEET NO. 23

STREET LIGHTING

RATE NO. SL-13 (T)
Page 3 of 3

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 (I) shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, providing 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. (T)

TERMS AND CONDITIONS

- 1. Luminaries shall be turned on and off automatically by a photoelectric control, and the nightly hours of burning shall be from approximately one-half hour after sunset until one-half hour before sunrise.
- 2. If illumination from any lamp is interrupted and said illumination is not resumed within 48 hours from the time Company receives notice thereof from customer, one-thirtieth (1/30th) of the monthly rate for such lamp shall be deducted for each night of non-illumination after such notice is received.
- Customer shall pay all costs for relocation and/or removal of luminaries when requested by customer.
- 4. The Company will, if requested by the customer, furnish personnel, materials, tools and equipment for the purpose of maintaining, repairing, or replacement of the customer's street lighting system. The customer shall reimburse the Company for all costs properly and reasonably incurred by it in such performance, including not to exceed fifteen percent (15%) thereof for administrative and general expenses, such costs to be determined on the basis of current charges or rates used by the Company in its own operations. Performance by the Company contemplated hereunder includes, but is not limited to, the replacement of lamps and glassware, the replacement of ballast and the periodic painting of standards.
- 5. Service will be rendered under the Company's General Rules and Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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 or sold.

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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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 43

SECTION NO. NINTH REVISED SHEET NO. 24

REPLACES EIGHTH REVISED SHEET NO. 24

MUNICIPAL PUMPING

RATE NO. MP-13 (T)

Page 1 of 2

AVAILABLE

At points on the Company's existing distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To incorporated municipalities for electric service which is needed for and used in connection with the year-round operation of water utility pumping and treatment and sewage disposal facilities. This schedule is not applicable to temporary, standby, supplementary, emergency, resale, shared, or incidental service.

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 customer.

NET MONTHLY RATE

<u>Rate</u> <u>Customer Charge</u>	Summer Rate \$15.00	<pre>\$15.00</pre>	(I)
Capacity Charge	\$3.50 per kW of Billing Capacity	\$3.20 per kw of of Billing Capacity	(I)
Energy Charge	All usage at 4.74¢ per kWh	All usage at 4.74¢ per kWh	(I)

Minimum

The Capacity Charge but not less than the applicable Customer Charge.

BILLING CAPACITY

Customer's average kilowatt load during the fifteen-minute period of maximum use during the month.

POWER FACTOR ADJUSTMENT-If the power factor for the month (determined at the Company's option by permanent measurement or by a test of not less than fifteen-minute duration under conditions which the Company determines to be normal) is less than eighty-five percent at the point of delivery, the Billing Capacity will be increased by multiplying the eighty-five percent and dividing the power factor expressed in percent.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and tyle D. White

after August 1, 1995

ISSUED BY:

(yle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 43

SECTION NO. NINTH REVISED SHEET NO. 25

REPLACES EIGHTH REVISED SHEET NO. 25

MUNICIPAL PUMPING

RATE NO. MP-13 (T) Page 2 of 2

The power factor is defined to be the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatts used and the lagging reactive kilovoltampere-hours supplied during the same period. Any leading kilovoltampere-hours supplied during the period will not be considered.

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, providing ten days written notice of such suspension has been given. When service is suspended for non-payment of a bill, a Customer Service Charge will apply.

TERMS AND CONDITIONS

- This schedule is predicated on continuous service of twelve months per year. If the customer desires only seasonal service, such service will be provided under the Company's applicable General Service schedule.
- This schedule is not applicable for the pumping of water from streams, ponds, or lakes and applied directly to public parks and grounds for irrigation purposes or for other similar projects.
- The Summer Rate shall apply to usage between June 1 through October 31. The Winter Rate shall apply to usage between November 1 through May 31. The Company reserves the right to modify the months applicable to the summer-winter billing periods.
- Service will be rendered under the Company's General Rules and 4. Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (N) 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.

ATE FILED: June 20, 1995

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(yle D. White Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 42

SECTION NO. 3 NINTH REVISED SHEET NO. 26

REPLACES EIGHTH REVISED SHEET NO. 26

TRAFFIC SIGNALS

RATE NO. TS-13 (T)
Page 1 of 2

AVAILABLE

At points within 200 feet of the Company's existing secondary (T) distribution lines supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To municipal, state, and federal governments, their agencies and subdivisions, for the operation of customer-owned traffic signals and caution lights on public streets and highways for traffic regulation. This schedule is not applicable to standby, supplementary, emergency, resale, shared, or incidental service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase at nominal voltage of 120 volts.

NET MONTHLY BILL

Rate

Customer Charge \$7.00 (I)

Energy Charge
All energy used at 6.75¢ per kWh

(I)

Minimum

The Customer Charge

(D)

DATE FILED:

June 20, 1995

EFFECTIVE DATE:

For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

Lee D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 42

SECTION NO. 3 NINTH REVISED SHEET NO. 27 REPLACES EIGHTH REVISED SHEET NO. 27



TRAFFIC SIGNALS

RATE NO. TS-13 (T) Page 2 of 2

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 (I) shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, providing 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. (T)

TERMS AND CONDITIONS

- 1. The customer at its own expense shall install, operate, and maintain the traffic signals and caution lights. Such equipment shall be of types which will not interfere with other service rendered by the Company and shall be subject to inspection by the Company at reasonable times.
- The customer shall extend its service leads to the point of connection at the Company's meter, such point to be designated by the Company.
- Service will be rendered under the Company's General Rules and Regulations.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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.

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TSSUED BY:

Kyle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. EIGHTH REVISED SHEET NO. 2

REPLACES SEVENTH REVISED SHEET NO. 2

CUSTOMER SERVICE CHARGE

RATE NO. C-8 (T) Page 1 of 1

APPLICABLE

This schedule applies to all customers requesting service under any of the following rate schedules:

- R-13 Regular Residential Service
 RD- 4 Residential Demand Service
 UCR- 3 Utility Controlled Residential Service
 RTE-13 Total Electric Residential Service
 GS-14 General Service
- GTE-16 General Service Total Electric UCG- 4 Utility Controlled General Service

ES- 3 Energy Storage Service

SIGS-1 Small Interruptible General Service
GL-13 General Service - Large

GL-13 General Service - Large
IC-14 Industrial Contract Service

PAL-14 Private or Public Area Lighting

IP-11 Irrigation Pumping
MP-13 Municipal Pumping
TS-13 Traffic Signals

RATE

Customer Service Charge - \$10.00

(I)

TERMS AND CONDITIONS

- 1. The charge shall be billed to all customers applying for electric service under the applicable rate schedule in the first regular billing.
- For re-establishment of service as the result of disconnection for non-payment of a bill the charge shall be paid in advance of customer receiving power and energy from the Company.
- 3. The Company shall make customer connections during normal business hours defined as 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding legal holidays. If the Company is required to make connection other than during normal business hours, appropriate overtime fees shall be assessed.

PAYMENT

Customer Service Charge is due and payable upon presentation. If a bill is not paid, the Company shall have the right to refuse service, and assess a late payment charge of 1.5% of the current unpaid balance. A nonsufficient funds check charge of \$15.00 shall apply for returned (I) checks.

'E FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Take D. White

 BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3 FIRST REVISED SHEET NO. 29

REPLACES ORIGINAL SHEET NO. 29

METER TEST DEPOSITS

RATE NO. MT-2

(T)

Any customer may request that the Company test the electric meters by which their electric service is measured. The Company will make the test as soon as possible after receipt of the customer's request.

RESIDENTIAL METER TEST DEPOSIT

If a residential meter test request is made within one year after a previous request, the Company will receive the appropriate deposit from the customer prior to conducting the meter test. The residential meter types and meter test deposits are:

Meter Type	Meter Test Deposit
Single Phase	\$ 10
Single Phase Demand	\$ 10

NON-RESIDENTIAL METER TEST DEPOSIT

If a non-residential meter test request is made within one year after a previous request, the Company will receive the appropriate deposit from the customer prior to conducting the meter test. The non-residential meter types and their associated meter test deposits are:

Meter Type	<u>Meter Test Deposit</u>
Single Phase	\$10
Single Phase Demand and Self-Contained Three Phase	\$20
All Others	\$30

The meter test deposit of a residential or non-residential customer will be refunded only if the meter is found to have an average recording error of at least 2 percent slow or fast. If the meter is found to be in error, the previous electric billings of the customer will be adjusted as provided for in Section 703.1 of the Company's Rules and Regulations for South Dakota electric service.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

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BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA

SECTION NO. 3
SECOND REVISED SHEET NO. 30
REPLACES FIRST SHEET NO. 30

	REPLACES FIRST SHEET NO. 30
(Reserved)	
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DATE FILED: January 24, 2003

EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Maxtinez

BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA

SECTION NO. 3 FOURTH REVISED SHEET NO. 31 REPLACES THIRD REVISED SHEET NO. 3

(Reserved)

DATE FILED: January 24, 2003 EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Martinez Enerav Services Engineer

BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA

SECTION NO. 3

THIRD REVISED SHEET NO. 32

REPLACES SECOND REVISED SHEET NO. 32

(Reserved)

DATE FILED: January 24, 2003 EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA
BILLING CODES 52 AND 53

SECTION NO. 3 ORIGINAL SHEET NO. 33

GENERAL SERVICE - LARGE (Optional Combined Account Billing)

RATE NO. GLC-01 Page 1 of 3

AVAILABLE

At points on the Company's existing transmission and distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh), and peak demand (kW), for each service will be added together and the combined totals will be used in calculating the Single Customer's electric bill. This schedule is not applicable for temporary, standby, supplementary, emergency, resale, or shared service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, at a single standard utilization voltage most available at each service location of the customer.

NET MONTHLY BILL

Rate

Service Charge

\$50.00 per service location

Capacity Charge

\$900.00 for the first 125 kVA or less of Billing Capacity \$5.75 for each additional kVA of Billing Capacity

Energy Charge

4.37¢ per kWh for the first 50,000 kWh

4.27¢ per kWh for the next 450,000 kWh

3.99¢ per kWh for each additional kWh

Minimum

The Service Charge plus the Capacity Charge.

DATE FILED:

January 14, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:

Don Martinez

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 52 AND 53

SECTION NO. 3 ORIGINAL SHEET NO. 34

GENERAL SERVICE - LARGE (Optional Combined Account Billing)

RATE NO. GLC-01 Page 2 of 3

BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

- a. The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum use during the metering period determined by dividing the combined maximum capacity in kilowatts (kW) by the power factor.
- b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months. Billing Capacity ratchets will not apply to educational facilities, in the nature of school districts, which do not operate year-round.

The power factor is defined to be the quotient obtained by dividing the combined kilowatt-hours used during the metering period by the square root of the sum of the squares of the combined kilowatt-hours used and the combined lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1½% on the current unpaid balance shall apply to delinquent accounts. A non-sufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service providing, 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.

CONTRACT TERMS

The Contract shall continue as long as the Company has the exclusive legal right to serve the customer. At such time as the customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the customer may request that the Company meet the terms of a bona fide offer from any alternative energy supplier. The Company's right hereunder to meet the terms of any bona fide offer from an alternative energy supplier shall extend for five years after Customer Choice has been implemented.

DATE FILED:

January 14, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:

Don Martino

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODES 52 AND 53 SECTION NO. 3 ORIGINAL SHEET NO. 35

GENERAL SERVICE - LARGE

(Optional Combined Account Billing)

RATE NO. GLC-01 Page 3 of 3

TERMS AND CONDITIONS

- 1. Service provided hereunder shall be on a continuous basis. If service is discontinued and then resumed within twelve months after service was first discontinued, the customer shall pay all charges that would have been billed if service had not been discontinued.
- 2. Service will be rendered under the Company's General Rules and Regulations.
- 3. Upon mutual agreement between Customer and Company, Company agrees to install metering equipment within five (5) years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the customer must first agree to provide a dedicated telephone circuit, at their cost, at the metering location for each account so that the Company may access the 15 minute interval load data.
- 4. Additional accounts may be added to the combined bill through an Amendment to Exhibit A of the Electric Power Service Contract as long as they meet the applicable criteria.
- 5. Metering periods shall be approximately 30 days and are expected to be different periods for geographically dispersed service locations. Once coincident demand and energy billing is implemented, the metering periods for each service location shall be identical.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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:

January 14, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:

Don Martine

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 14

SECTION NO. 3A THIRD REVISED SHEET NO. 1 REPLACES SECOND REVISED SHEET NO. 1

RESIDENTIAL DEMAND SERVICE (OPTIONAL)

RATE NO. RD-4 (T) Page 1 of 3

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system.

APPLICABLE

At the customer's election, to any single-family private dwelling unit supplied through one meter with qualifying minimum usage of 1,000 kWh per month on average. This rate will be applicable for service provided during the first complete billing period following the installation of appropriate metering equipment.

This schedule is not applicable to a residence which is used for commercial, professional, or any other gainful enterprise; however, if the domestic use can be separately metered, this schedule is applicable to the metered domestic portion of energy use.

A single family dwelling in which four sleeping rooms or more are rented or are available for rent is considered non-domestic and the applicable General Service Rate shall apply.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at nominal voltages of 120/240 volts.

NET MONTHLY BILL

Rate

<u>Customer Charge</u>

\$11.00

Energy Charge

All usage at 3.00¢ per kWh

Demand Charge

All kW of Billing Demand at \$5.25 per kW

Minimum

The Customer Charge

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 14

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

RESIDENTIAL DEMAND SERVICE (OPTIONAL)

RATE NO. RD-4 (T) Page 2 of 3

BILLING DEMAND

Customer's average kilowatt load during the fifteen-minute period of maximum use during the month.

MAXIMUM VALUE OPTION

Optional time-of-use metering is available for customers owning demand controllers ready to receive a control signal. When a residential time-of-use meter is used for billing purposes, the Billing Demand is the customer's average kilowatt load during the fifteen minute period of maximum on peak use during the month. ON-PEAK periods are Monday through Friday, 7:00 a.m. to 11:00 p.m. from November 1st through March 31st and Monday through Friday, 10:00 a.m. to 10:00 p.m. from April 1st through October 31st. In addition to the normal OFF-PEAK periods, the following holidays are considered OFF-PEAK: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(D)

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date, the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, providing 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.

(I)

TERMS AND CONDITIONS

- Service will be rendered under the Company's General Rules and Regulations.
- Service provided hereunder shall be on a continuous basis. Service under this rate shall be for a minimum of twelve consecutive months and thereafter unless the customer then elects to have service provided under other applicable residential service rates.
- Company-approved water heaters shall have a tank capacity of not less than 30 gallons and an electric capacity of not more than 4,500 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operation.

DATE FILED: June 20, 1995

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

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA FILLING CODE 14

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

RESIDENTIAL DEMAND SERVICE (OPTIONAL)

RATE NO. RD-4 (T) Page 3 of 3

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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: June 20, 1995

EFFECTIVE DATE: F

For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 17

SECTION NO. 3A SECOND REVISED SHEET NO. 4 REPLACES FIRST REVISED SHEET NO. 4

UTILITY CONTROLLED RESIDENTIAL SERVICE (OPTIONAL)

RATE NO. UCR-3(T)
Page 1 of 2

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system.

APPLICABLE

At the customer's election, to any single-family dwelling unit where the energy use meets minimum usage qualifications in any monthly billing period; provided, the customer agrees to allow the Company to interrupt, at any time, a minimum of 4 kW of Company approved permanently connected customer designated loads separately metered from the residential service. Company approved loads will (C) include, but are not limited to, water heating and dual fuel heating systems. Utility controlled service is limited to use which, if interrupted, would not in the opinion of the Company endanger health or safety.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at nominal voltages of 120 or 120/240 volts except that an interruptible circuit of at least 4 kW will be controlled by the Company.

NET MONTHLY BILL

<u>Rate</u>

Customer Charge

\$4.50 per month (I)

Energy Charge

All usage at 4.20¢ per kWh

Minimum '

The Customer Charge

(D)

(I)

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 17

SECTION NO. 3A SECOND REVISED SHEET NO. 5 REPLACES FIRST REVISED SHEET NO. 5

UTILITY CONTROLLED RESIDENTIAL SERVICE (OPTIONAL) RATE NO. UCR-3(T)
Page 2 of 2

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge (T) of \$15.00 shall apply for returned checks. If a bill is not (I) paid, the Company shall have the right to suspend service, providing 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.
- Service provided hereunder shall be on a continuous basis. Service under this rate shall be for a minimum of twelve consecutive months and thereafter unless the customer then elects to have service provided under other applicable residential service rates.
- 3. Company will supply and maintain the necessary metering and controls. Wiring by the customer shall be such that meters and controls are located outside the building; where the meters and controls are separate, they shall be located as close together as possible. Where necessary, the customer shall supply and maintain the necessary low voltage relay in a Company approved sealable enclosure to enable Company to control customer's loads. For large controlled loads, the customer's controllable load interrupting device may, with Company approval, be located inside the building adjacent to customer's main disconnects.
- 4. Customer's interruptible loads will be controlled by the Company's control equipment and the maximum hours of interruption will not exceed 700 hours per year.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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: June 20, 1995

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

TSSUED BY:

Kyle D. White rector, Rates and Demand-Side Management

BLACK HILLS POWER
RAPID CITY, SOUTH DAKOTA
BILLING CODE 25

SECTION NO. 3A FOURTH REVISED SHEET NO. 6 REPLACES THIRD REVISED SHEET NO. 6

ENERGY STORAGE SERVICE

RATE NO. ES-4 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 Demandside Management strategy.

APPLÏCABLE

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, battery charging, water pumping, and/or snowmaking. Electric (N) 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

Energy Charge

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

Capacity Charge

OFF-PEAK: no charge

ON-PEAK: \$6.00 per kW of Billing Capacity

Minimum

The Customer Charge.

DATE FILED: January 24, 2003

EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Wartinez

BLACK HILLS POWER
RAPID CITY, SOUTH DAKOTA
BILLING CODE 25

SECTION NO. 3A
FOURTH REVISED SHEET NO. 7
REPLACES THIRD REVISED SHEET NO.

ENERGY STORAGE SERVICE

RATE NO. ES-4

Page 2 of 5

Billing Capacity

Customer's average kilowatt load during the fifteen minute period of maximum ON-PEAK use during the month.

Power Factor Adjustment - If the power factor for the month (determined at the company's option by permanent measurement or by a test of not less than fifteen minute duration under conditions which the company determines to be normal) is less than eighty-five percent (85%) at the point of delivery, the Billing Capacity will be increased by multiplying by eighty five percent (85%) and dividing by the power factor expressed in percent. Power factor is defined to be the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

Penalty for Non-Compliance

If a PARTIAL STORAGE customer exceeds their partial storage Limit (expressed in kW) during peak time periods, a penalty of five (5) times the Capacity Charge per kW will be assessed for the difference in kW that the maximum billing capacity exceeds the partial storage limit. The partial storage limit will be determined using design day load profiles from standard industry load calculation methods. A conversion factor of .75 kW per ton will be used for Cool Storage applications.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00.

DATE FILED: January 24, 2003

 ${\tt EFFECTIVE}$ DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Martinez

BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA BILLING CODE 25

SECTION NO. FOURTH REVISED SHEET NO. 8 REPLACES THIRD REVISED SHEET NO. 8

ENERGY STORAGE SERVICE

RATE NO. ES-4 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

- 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.
- 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.
- 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.
- 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.

DATE FILED: January 24, 2003 1

EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Martinez

BLACK HILLS POWER
RAPID CITY, SOUTH DAKOTA
BILLING CODE 25

SECTION NO. 3A
THIRD REVISED SHEET NO. 9
REPLACES SECOND REVISED SHEET NO. 9

ENERGY STORAGE SERVICE

RATE NO. ES-4 Page 4 of 5

7. MEANS OF CONTROL:

ON FULL STORAGE systems, the customer must install a contacting device on the line side of the main disconnect which will interrupt power when signals are received from Company's time clock. The contacting device shall be placed outside the building adjacent to the Company's metering equipment.

8. QUALIFIED SYSTEMS:

- A. <u>Full Storage</u> Available to heating and cooling systems that are able to store energy during off-peak periods for use during onpeak periods.
- B. Partial Storage COOLING: Partial storage equipment size must be at least 25% less than conventional equipment size during onpeak time periods. Chiller equipment, cooling tower pumps and fans, and cool water circulating pumps qualify for the rate. Air handling equipment and hot water circulating pumps do not qualify. A penalty for non-compliance will be assessed if the partial storage limit is exceeded.
- C. Partial Storage Heating An Electric Boiler with off- peak storage capability qualifies when used in combination with water-loop heat pumps. The Electric Boiler size must be 25% less than conventional equipment during on-peak time periods. Water-loop heat pumps, air handling equipment, and circulating pumps do not qualify. A penalty for non-compliance will be assessed if the partial storage limit is exceeded.
- D. Geothermal Applications Geothermal heat pumps, associated air handling equipment and circulating pumps qualify for the rate. Supplementary resistance heat associated with each heat pump or supplementary electric boiler heat associated with the geothermal system also qualify for the rate.

DATE FILED: January 24, 2003

EFFECTIVE DATE:

For service on and after March 7, 2003

ISSUED BY:

Don Martinez

Energy Services Engineer

BLACK HILLS POWER RAPID CITY, SOUTH DAKOTA BILLING CODE 25

SECTION NO. 3A
THIRD REVISED SHEET NO. 10
REPLACES SECOND REVISED SHEET NO. 10

ENERGY STORAGE SERVICE

RATE NO. ES-4 Page 5 of 5

8. QUALIFIED SYSTEMS: (continued)

(N)

E. Partial Storage - WATER PUMPING AND SNOWMAKING: - Partial storage equipment size must be at least 50% less than conventional equipment size during on-peak time periods.

9. <u>DESIGN</u> REVIEW:

Detailed design information must accompany each Energy Storage Application including:

- A. A 24-hour design day cooling, heating, water pumping, (N) and/or snowmaking 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 shall be adjusted 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.

ATE FILED: January 24, 2003

EFFECTIVE DATE: For service on and

after March 7, 2003

ISSUED BY:

Don Martinez

Energy Services Engineer

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 27

SECTION NO. 3 A SECOND REVISED SHEET NO. 11 REPLACES FIRST REVISED SHEET NO. 11

UTILITY CONTROLLED GENERAL SERVICE (CLOSED)

RATE NO. UCG-4 (T) Page 1 of 2

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system.

APPLICABLE

At the customer's election, to customers receiving firm service under provisions of the General Service rate; provided, the customer agrees to allow the Company to interrupt, at any time, a minimum of 4 kW of Company approved permanently connected customer designated load which can be separately metered. Company approved loads include, but are not limited to, water heating and dual fuel heating systems. controlled service is limited to use which, if interrupted, would not in the opinion of the Company endanger health or safety.

CHARACTER OF SERVICE

Company controlled interruptible alternating current, 60 hertz, at the voltage and phase of the Company's established firm service for each customer.

NET MONTHLY BILL

Customer Charge \$4.50 per month

(I)

Energy Charge

All usage at 4.20¢ per kWh

(I)

Minimum

The Customer Charge

(D)

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Le D. W

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA BILLING CODE 27

SECTION NO. 3A
THIRD REVISED SHEET NO. 12
REPLACES SECOND REVISED SHEET NO. 12

UTILITY CONTROLLED GENERAL SERVICE (CLOSED)

RATE NO. UCG-4(T)
Page 2 of 2

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. An nonsufficient fund check charge of \$15.00 shall apply for returned checks. If a bill (I) is not paid, the Company shall have the right to suspend service, providing 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.
- 2. Service provided hereunder shall be on a continuous basis. Service under this rate shall be for a minimum of twelve consecutive months and thereafter unless the customer then elects to have service provided under other applicable General Service rates.
- 3. Company will supply and maintain the necessary metering and controls. Wiring by the customer shall be such that meters and controls are located outside the building; where the meter and controls are separate, they shall be located as close together as possible. Where necessary, the customer shall supply and maintain the necessary low voltage relay in a Company approved sealable enclosure to enable Company to control customer's load. For large controlled loads, the customer's controllable load interrupting device may, with Company approval, be located inside the building adjacent to customer's main disconnects.
- 4. Customer's interruptible loads will be controlled by the Company's control equipment and the maximum hours of interruption will not exceed 700 hours per year.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the applicable proportionate part of any impost, assessment, or charge imposed or levied by an 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: June 20, 1995

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

ISSUED BY:

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A

THIRD REVISED SHEET NO. 13

REPLACES SECOND REVISED SHEET NO. 13

BILLING CODES 22, 28, 32, AND 38

LARGE DEMAND CURTAILABLE SERVICE (LDC)

RATE No. LDC-2 Page 1 of 5

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system.

APPLICABLE

At the customer's election, to any General Service-Large customer's entire service requirements supplied at one point of delivery when the customer agrees to curtail a minimum designated load under the conditions of one of the following options:

Minimum Prior	Minimum	Maximum	
Notification_	Curtailment Length	Curtailment Length	

Option A	None	6 hours	16 hours
Option B	1 hour	6 hours	16 hours
Option C	4 hours	6 hours	16 hours

Service is by Large Demand Curtailable Service Agreement only, and is not applicable for temporary, standby, supplementary, emergency, resale, shared, or incidental purposes.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, at a single standard utilization voltage most available to the location of the customer.

NET MONTHLY BILL

Rate

Capacity Charge
\$9.29 per kVA of Billing Capacity

Director,

(I)

Energy Charge
All usage at 3.4¢ per kWh

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY

SECTION NO. 3A

RAPID CITY, SOUTH DAKOTA

THIRD REVISED SHEET NO. 14

REPLACES SECOND REVISED SHEET NO. 14

BILLING CODES 22, 28, 32, and 38

LARGE DEMAND CURTAILABLE SERVICE

RATE NO. LDC-2

(I)

Page 2 of 5

Minimum

The Capacity Charge less Curtailable Load Credit

Curtailable Load Credit

The monthly bill shall be reduced according to the following schedule for the excess, if any, that Billing Capacity exceeds Firm Service Capacity.

\$5.17 per kVA Option A

\$4.75 per kVA Option B -Option C -

\$4.25 per kVA

Penalty for Non-Compliance

If at any time a customer fails to curtail as requested by the Company, a penalty equal to five (5) times the Capacity Charge per kVA for the maximum difference in kVA that the maximum load during any curtailment period within the billing period exceeds the Firm Service Capacity. If more than one curtailment occurs during a billing period and the customer fully complies with at least one curtailment request and does not fully comply with at least one other curtailment request, the penalty for non-compliance will be reduced by multiplying it by the proportion of the total number of curtailments with which the customer failed to comply fully to the number of curtailments ordered.

DETERMINATION OF BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

- The kilovolt-ampere (kVA) load during the fifteenminute period of maximum use during the billing period;
- Eighty percent (80%) of the highest Billing Capacity in b. any of the preceding eleven (11) months; or

c. The Firm Service Capacity.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY

SECTION NO. 3A

RAPID CITY, SOUTH DAKOTA

THIRD REVISED SHEET NO. 15 REPLACES SECOND REVISED SHEET NO. 15

BILLING CODES 22, 28, 32, AND 38

LARGE DEMAND CURTAILABLE SERVICE

RATE No. LDC-2 Page 3 of 5

FIRM SERVICE CAPACITY

The customer shall initially designate by Electric Service Agreement a Firm Service Capacity of at least 200 kVA less than: (a) the customer's maximum actual Billing Capacity during the twelve billing periods immediately preceding the election of this rate for existing customers, or (b) maximum estimated Billing Capacity during the twelve billing periods following the election of this rate for new customers.

The Customer shall agree to reduce electric demand to or below the Firm Service Capacity at or before the time specified by the Company in any notice of curtailment. The Customer shall further agree not to create demands in excess of Firm Service Capacity for the duration of each curtailment period. customer may increase electric demand after the end of the curtailment period as specified by the Company.

SUBSTATION OWNERSHIP DISCOUNT

Customers who furnish and maintain a transformer substation with controlling and protective equipment, with the exception of metering equipment, for the purpose of transforming service from the Company's transmission voltage (47,000 volts, and above) or primary distribution voltage (2,400 volts to 24,900 volts) to the customer's utilization voltages, shall receive a monthly credit of \$0.25 per kVA of Billing Capacity for transmission service and \$0.15 per kVA of Billing Capacity for primary distribution service.

(D)

DATE FILED: June 20, 1995 EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A

THIRD REVISED SHEET NO. 16

REPLACES SECOND REVISED SHEET NO. 16

BILLING CODES 22, 28, 32, AND 38

LARGE DEMAND CURTAILABLE SERVICE

RATE NO. LDC-2 Page 4 of 5

PAYMENT

Net monthly bills are due and payable twenty (20) days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service, providing ten (10) days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge will apply.

CONTRACT PERIOD

A period of not less than five (5) years and if not then terminated by at least two years prior written notice by either party, shall continue until so terminated. Where service is being initiated or enlarged and requires special investment on the part of the Company, a longer period may be required and shall be as stated in the Electric Service Agreement.

TERMS AND CONDITIONS

- Service will be rendered under the Company's General Rules and Regulations.
- Service provided hereunder shall be on a continuous basis. If service is discontinued and then resumed within twelve (12) months after service was first discontinued, the customer shall-pay all charges that would have been billed if service had not been discontinued.
- 3. Curtailment periods will typically be for a minimum of six consecutive hours with the duration and frequency to be at the discretion of the Company. Daily curtailments will not exceed 16 hours total and total curtailment in any calendar year will not exceed 400 hours.

DATE FILED: June 20,1995 EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

ule D. Whi

Director, Rates and Demand-Side Management

(C)

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A ORIGINAL SHEET NO. 17

BILLING CODES 22, 28, 32, AND 38

LARGE DEMAND CURTAILABLE SERVICE

RATE No. LDC-2 Page 5 of 5

TERMS AND CONDITIONS (continued)

- 4. The Company at its option may terminate the Large Demand Curtailable Service Agreement if the Customer has demonstrated an inability to curtail its loads to the Firm Service Capacity when requested by the Company.
- 5. General Service Large customers with Billing Capacities which are not large enough to provide 200 KVA of curtail- (C) able load will be considered by the Company for LDC service on a case-by-case basis.
- 6. Curtailable service for Industrial Contract Service customers is available, however, the rates and conditions of service will be determined on a case-by-case basis and filed with the South Dakota Public Utilities Commission for review and approval.
- 7. Federal medical facilities owning an emergency standby generator of 1,000 kVA or more may receive 100% curtailable LDC service with or without a contract under the provisions provided herein, except the Curtailable Load Credit shall be set at \$0.35 per kVA of the standby generator, but not in excess of the annual peak demand. The initial service term shall be one year, with a one year written notice of termination.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the applicable preportionate 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: June 20, 1995

EFFECTIVE DATE: For service on and

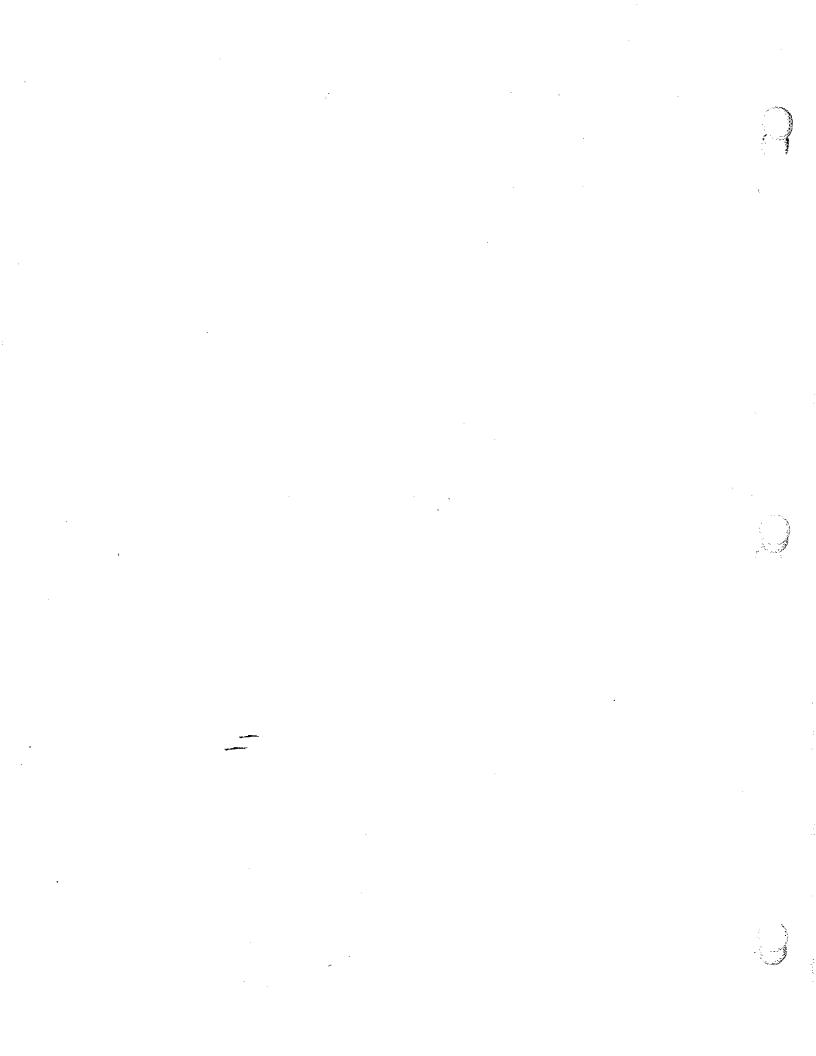
after August 1, 1995

ISSUED BY:

Kyle D. White

Director, Rates and Demand-Side Management

(C)



BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A ORIGINAL SHEET NO. 18

BILLING CODE 50

SMALL INTERRUPTIBLE GENERAL SERVICE (optional)

Rate No.SIGS-1 Page 1 of 3

AVAILABLE

To customers installing electrical equipment that can be interrupted to 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 commercial customers with interruptible electric loads, provided, the customer agrees to allow the Company to interrupt, at any time, a minimum of 4 kW of Company approved permanently connected customer designated load which can be separately metered. Company approved loads include, but are not limited to, water heating, deferrable electric loads, and energy storage equipment. Small Interruptible General Service is limited to use which, if interrupted, would not in the opinion of the Company endanger health or safety.

CHARACTER OF SERVICE

Company interruptible, alternating current, 60 Hertz, at the voltage and phase of the Company's established distribution system most available to the location of the customer. Interruptions will occur when conditions exist that are conducive to a Company-wide system peak. No interruptions will occur during weekends and major holidays.

NET MONTHLY BILL

Customer Charge \$8.75 per month

Energy Charge

All usage at 4.00 ¢ per kWh

Capacity Charge

\$ 0.50 per kW of Billing Capacity

Minimum

The Customer Charge plus the minimum Capacity Charge.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A ORIGINAL SHEET NO. 19

BILLING CODE 50

SMALL INTERRUPTIBLE GENERAL SERVICE (optional) Rate No. SIGS-1 Page 2 of 3

Billing Capacity

The customer's Billing Capacity will be the highest of the following:

- a. The customer's average kilowatt load during the fifteen-minute period of maximum use during the month; or
- b. The customer's highest Billing Capacity in any of the preceding eleven months; or
- c. 25 kW

(D)

PAYMENT_

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. A nonsufficient funds check charge of \$15.00 (I) shall apply for returned checks. If a bill is not paid, the Company shall hve the right to suspend service, providing 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.
- 2. Service provided hereunder shall be on a continuous basis.
 Service under this rate shall be for a minimum of twelve consecutive months and thereafter unless the customer then elects to have service provided under other applicable General Service rates.

DATE FILED: June 20, 1995

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3A ORIGINAL SHEET NO. 20

BILLING CODE 50

SMALL INTERRUPTIBLE GENERAL SERVICE (optional) Rate No. SIGS-1 Page 3 of 3

TERMS AND CONDITIONS

- 3. Company will supply and maintain the necessary metering and controls. Wiring by the customer shall be such that meters and controls are located outside the building; where the meter and controls are separate, they shall be located as close together as possible. Where necessary, the customer shall supply and maintain the necessary low voltage relay in a Company approved sealable enclosure to enable Company to interrupt customer's usage.
- 4. The customer's load interrupting device must be located outside adjacent to the Company's metering equipment, and must be wired on the line side of the main disconnect. The load interrupting device shall be capable of interrupting power when signals are received from the Company's control equipment.
- 5. Customer's interruptible loads will be interrupted by the Company's control equipment and the maximum hours of interruption will not exceed 700 hours per year. Interruptions will occur when conditions exist which are conducive to a Company-wide system peak. No interruptions will occur during weekends and major holidays.
- 6. An associated firm service account is not necessary to be eligible for Small Interruptible General Service.
- 7. Service provided hereunder is applicable only for customer interruptible loads that are not backed up by generation located on the customer's electrical distribution system.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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.

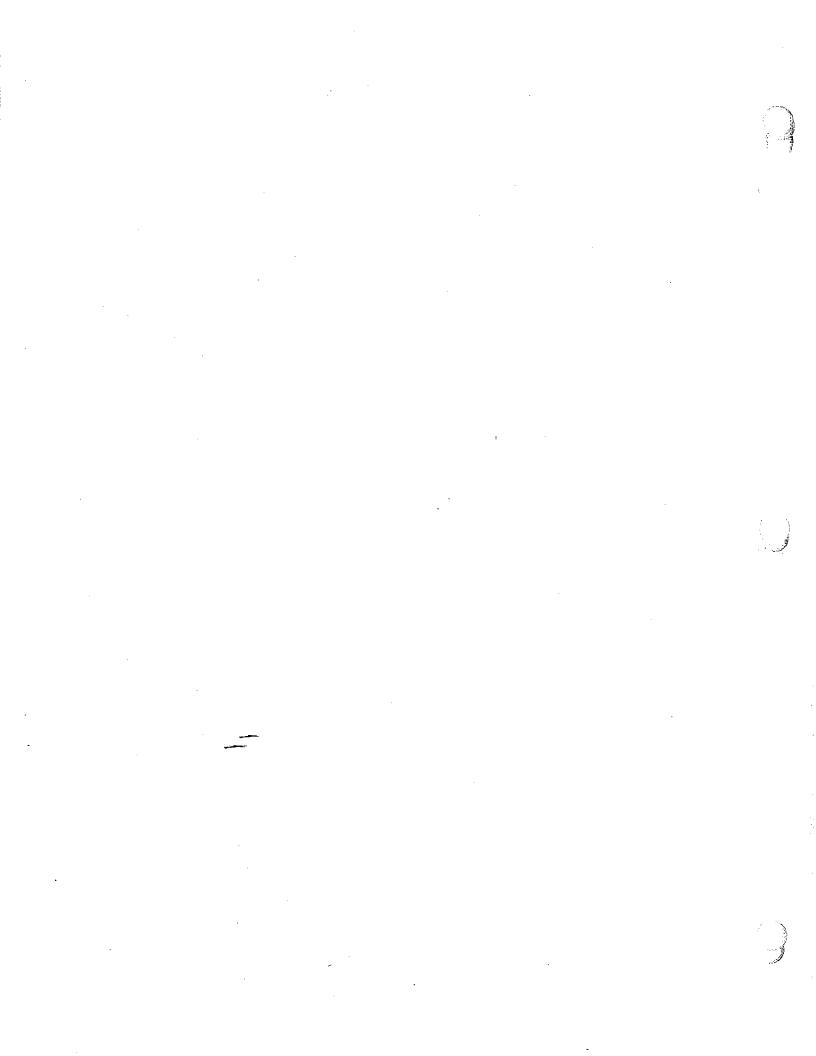
TATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

· after August 1, 1995

ISSUED BY:

Kyle D. White



BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 1 REPLACES FIRST REVISED SHEET NO. 1

BILLING CODE 44

SCHEDULE 1 RATE NO. SP-2B(T) COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 1 of 5 SIMULTANEOUS NET BILLING

AVAILABLE

In all territory served by Company in the State of South Dakota to customers who operate cogeneration or small power production facilities with a design capacity of 100 kilowatts or less and who meet the requirements of qualifying facilities as defined under Title 18 of the Code of Federal Regulations, Part 292, and who execute a contract for service hereunder with the Company for a term of not less than one year.

APPLICABLE

To customers who purchase from the Company all electric load requirements which are in excess of the simultaneous output from their own generation and sell to the Company all output which is in excess of the simultaneous load. This schedule is not applicable to customers who install electrical generation facilities for the purpose of supplying electrical energy to offset in whole or in part energy requirements not otherwise supplied by Company.

EMERGENCY POWER AND ENERGY

Emergency power and energy is that power and energy required by the customer to meet a temporary need due to an emergency breakdown of its generating facilities. Company shall supply emergency energy subject to the availability of such power and energy and further subject to the condition that such supply will not result in impairment of or serious jeopardy of service within the Company's system. Customer agrees to notify the Company by telephone as soon as possible when emergency conditions exist and when able to restore to normal service operations. In addition, customer will confirm notices in writing within 48 hours. Emergency power and energy is not available during periods when the Company has requested that customer limit service to its Firm Contract Demand level unless customer is receiving emergency power and energy at the time of Company's request for customer to limit service to the Firm Contract Demand level.

RATE

8.17¢ per kWh

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B

SECOND REVISED SHEET NO. 2

BILLING CODE

REPLACES FIRST REVISED SHEET NO. 2

SCHEDULE 1 RATE NO. SP-2B(T) COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 2 of 5 SIMULTANEOUS NET BILLING

The kWh shall be determined by multiplying the contract demand for emergency energy (as set forth in customer's contract) by the total elapsed time of such emergency. In no event, however, shall the total kWh billed under this provision exceed the total kWh delivered for all purposes during the period of emergency.

MAINTENANCE POWER AND ENERGY

Maintenance power and energy is that power and energy requested by customer to meet a temporary need due to prearranged maintenance of its generating facilities. Maintenance power and energy shall be limited to a total of 60 days per contract year, and shall be scheduled by mutual agreement between customer and the Company. customer desires maintenance power and energy, customer shall advise Company of the maximum kW required, probable load factor, period required, and estimate of hourly amounts. The quantity once agreed upon shall not be subject to adjustments during said period, except by mutual agreement.

Rate

Daily charge of 24.00¢ per maximum kW agreed to plus 2.92¢ per kWh provided.

FIRM AND INTERRUPTIBLE POWER AND ENERGY

Firm and interruptible power and energy is a block of power and accompanying energy which customer purchases from the Company, and which is not supplied as emergency or maintenance service.

Monthly Rate

Customer Charge

\$10.00 per month

Interconnection Facilities Charge

As set forth in customer's contract.

ATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

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ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 3

REPLACES FIRST REVISED SHEET NO. 3

BILLING CODE 44

SCHEDULE 1 RATE NO. SP-2B (T)

COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 3 of 5

SIMULTANEOUS NET BILLING

Demand Charge

\$10.50 per kW of Firm Contract Demand \$ 5.25 per kW of Interruptible Demand

Energy Charge

All usage at 2.92¢ per kWh

Firm Contract Demand

The Firm Contract Demand, in kW, shall be completed in accordance with customer's contract.

Determination of Interruptible Demand

Interruptible Demand shall be the maximum average load during any fifteen-minute period of use during the month as measured by the Company's meter in excess of Firm Contract Demand, scheduled maintenance and qualifying emergency service during the respective fifteen-minute period. During periods when the generation output from the qualifying facility does not exceed the minimum accredited output all as specified in the contract, any demand which would otherwise be Interruptible Demand shall be subject to the Firm Contract Demand Charge.

Penalty for Failure to Curtail

The Company in its sole discretion may curtail Interruptible service hereunder upon 15 minutes notice to the customer by telephone. In the event customer fails to limit service upon 15 minutes notice from the Company, customer shall pay in addition to all other charges hereunder a penalty of \$30 per kW. Such penalty shall be applied once during each curtailment period in each billing month the Company has requested customer to curtail Interruptible service and shall be computed by multiplying \$30 times the maximum Interruptible Demand during the curtailment period. A curtailment period begins 15 minutes after Company notifies customer by telephone to curtail Interruptible service and ends upon subsequent telephone notification by Company.

DATE FILED: June 20, 1995

EFFECTIVE DATE:

For service on and after August 1, 1995

TSSUED BY

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY APID CITY, SOUTH DAKOTA

SECTION NO. 3B

SECOND REVISED SHEET NO. 4

REPLACES FIRST REVISED SHEET NO. 4

ILLING CODE 44

RATE NO. SP-2B(T) SCHEDULE 1 COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 4 of 5 SIMULTANEOUS NET BILLING

GENERATION CREDIT

Company shall purchase all output from customer's own generation which is in excess of customer's simultaneous load and which is delivered to the Company's distribution system. The total generation credit will be netted against other charges to customer on each monthly bill.

Rate

3.32¢ per kWh of cogeneration delivered

PARALLEL OPERATION

Interconnection of the customer's generation with Company's system will be permitted only under the terms of a contract between customer and Company. Such contract shall include but not be limited to the following:

The customer shall indemnify and hold harmless the Company from any and all liability arising from the installation, interconnection, and operation of the customer's facilities. The amount of such insurance coverage shall be at least \$300,000 per occurrence. Customer shall furnish certification of compliance and provide written 90-day notice of any changes to the Company.

The customer shall provide a lockable disconnect switch to (2) isolate the customer's generation from Company's system. switch shall be accessible to Company and Company shall have the right to lock such disconnect switch open whenever necessary to maintain safe electrical operating conditions, or whenever the customer's facilities may adversely affect Company's system.

The customer shall arrange the electric service wiring to (3) allow the Company to meter (a) the customer's load requirements which are in excess of the simultaneous output from their own generation, and (b) the customer's output which The customer shall pay the is delivered to the Company. Company a monthly charge to cover the fixed costs of the additional metering equipment required to be furnished by the Company.

Kyle D. W

June 20, 1995 ATE FILED:

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 5 REPLACES FIRST REVISED SHEET NO. 5

BILLING CODE 44

SCHEDULE 1 RATE NO. SP-2B (T).
COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 5 of 5
SIMULTANEOUS NET BILLING

RULES AND REGULATIONS

Service hereunder is subject to the General Rules and Regulations contained in the Company's regularly filed and published tariff and to those prescribed by regulatory authorities.

(D)

PAYMENT

Net monthly bills are due and payable twenty (20) days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. An insufficient check charge of \$15.00 shall apply for returned checks. If a bill (I) is not paid, the Company shall have the right to suspend service, providing ten (10) days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge for reconnection will apply. (T)

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) applicable proportionate part of any impost, assessment, or charge imposed or levied by a 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: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 6

REPLACES FIRST REVISED SHEET NO. 6

BILLING CODE 45

SCHEDULE 2 RATE NO. SP-3B(T)

COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 1 of 3

SIMULTANEOUS PURCHASE AND SALE

AVAILABLE

In all territory served by Company in the State of South Dakota to customers who operate cogeneration or small power production facilities with a design capacity of 100 kilowatts or less and who meet the requirements of qualifying facilities as defined under Title 18 of the Code of Federal Regulations, Part 292, and who execute a contract for service hereunder with the Company for a term of not less than one year.

APPLICABLE

To customers who purchase their entire electric load requirements from the Company and sell the entire output from their own generation to the Company. This schedule is not applicable to customers who install electrical generation facilities for the purpose of supplying electrical energy to offset in whole or in part energy requirements not otherwise supplied by Company.

ELECTRIC LOAD REQUIREMENT PURCHASES

The customer shall purchase all electric service requirements under the applicable regularly filed and published retail rate schedules of the Company.

COGENERATION SALES TO THE COMPANY

The Company shall purchased all energy generated by customer each month.

Rate

3.32¢ per kWh of cogeneration.

INTERCONNECTION FACILITIES CHARGE

As set forth in customer's contract.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 7 REPLACES FIRST REVISED SHEET NO. 7

BILLING CODE 45

SCHEDULE 2

RATE NO. SP-3B (T)

COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 2 of 3
SIMULTANEOUS PURCHASE AND SALE

MONTHLY BILLING

Monthly bills will be issued by the Company. Each bill will show:
(1) the total amount due from the customer for service under each applicable rate schedule; (2) the total amount due from the Company for purchase of all cogeneration energy; (3) the amount due from the customer for the Interconnection Facilities Charge; and (4) the net amount due from either party.

PARALLEL OPERATION

Interconnection of the customer's generation with Company's system will be permitted only under the terms of a contract between customer and Company. Such contract shall include but not be limited to the following:

- (1) The customer shall indemnify and hold harmless the Company from any and all liability arising from the installation, interconnection, and operation of the customer's facilities. The amount of such insurance coverage shall be at least \$300,000 per occurrence. Customer shall furnish certification of compliance and provide written 90-day notice of any changes to the Company.
- (2) The customer shall provide a lockable disconnect switch to isolate the customer's generation from Company's system. Such switch shall be accessible to Company and Company shall have the right to lock such disconnect switch open whenever necessary to maintain safe electrical operating conditions, or whenever the customer's facilities may adversely affect Company's system.
- (3) The customer shall arrange the electric service wiring to allow the Company to meter the customer's total electric load requirements and total output from their own generation through separate and distinct meters. The customer shall pay the Company a monthly charge to cover the fixed costs of the additional metering equipment required to be furnished by the Company.
- (4) Except for the metering, the customer shall own and maintain all facilities on the customer's side of a single point of

DATE FILED: June 20, 1995

EFFECTIVE DATE:

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ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 8

REPLACES FIRST REVISED SHEET NO. 8

BILLING CODE 45

SCHEDULE 2 RATE NO. SP-3B (T)
COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 3 of 3
SIMULTANEOUS PURCHASE AND SALE

delivery as specified by Company. The customer's system, including interconnecting equipment, shall meet the requirements of and be inspected and approved by state electrical inspectors and any other public authority having jurisdiction before any connection is made to Company.

RULES AND REGULATIONS

Service hereunder is subject to the General Rules and Regulations contained in the Company's regularly filed and published tariff and to those prescribed by regulatory authorities.

(D)

PAYMENT

Net monthly bills are due and payable twenty (20) days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. An insufficient check charge of \$15.00 shall apply for returned checks. If a bill (I) is not paid, the Company shall have the right to suspend service, providing ten (10) days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge for reconnection will apply. (T)

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) 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: June 20, 1995

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Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B SECOND REVISED SHEET NO. 9

REPLACES FIRST REVISED SHEET NO. 9

BILLING CODE 46

SCHEDULE 3 RATE NO. SP-4B (T)

COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 1 of 2

SIMULTANEOUS POWER

AVAILABLE

In all territory served by the Company in the State of South Dakota to customers who operate cogeneration or small power production facilities with a design capacity of 100 kilowatts or less and who meet the requirements of qualifying facilities as defined under Title 18 of the Code of Federal Regulations, Part 292, and who execute a contract for service hereunder with the Company for a term of not less than one year.

APPLICABLE

To customers taking service under any other rate schedule of the Company for all electric load requirements which are in excess of the simultaneous output from their own generation and sell to the Company all output which is in excess of the simultaneous load. This schedule is not applicable to customers who install electrical generation facilities for the purpose of supplying electrical energy to offset in whole or in part energy requirements not otherwise supplied by Company.

GENERATION CREDIT

Company shall purchase all output from customer's own generation which is in excess of customer's simultaneous load and which is delivered to the Company's distribution system. The total generation credit will be netted against other charges to customer on each monthly bill.

Rate

3.32¢ per kWh of cogeneration delivered

PARALLEL OPERATION

Interconnection of the customer's generation with Company's system will be permitted only under the terms of a contract between customer and Company. Such contract shall include but not be limited to the following:

Kyle D. White

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 3B

SECOND REVISED SHEET NO. 10

REPLACES FIRST REVISED SHEET NO. 10

BILLING CODE 46

SCHEDULE 3 RATE NO. SP-4B (T)

COGENERATION AND SMALL POWER PRODUCTION SERVICE Page 2 of 2

SIMULTANEOUS RIDER

- (1) The Customer shall indemnify and hold harmless the Company from any and all liability arising from the installation, interconnection, and operation of the customer's facilities. The amount of such insurance coverage shall be at least \$300,000 per occurrence. Customer shall furnish certification of compliance and provide written 90-day notice of any changes to the Company.
- (2) The customer shall provide a lockable disconnect switch to isolate the customer's generation from Company's system. Such switch shall be accessible to Company and Company shall have the right to lock such disconnect switch open whenever necessary to maintain safe electrical operating conditions, or whenever the customer's facilities may adversely affect Company's system.
- (3) The customer shall arrange the electric service wiring to allow the Company to meter (a) the customer's load requirements which are in excess of the simultaneous output from their own generation, and (b) the customer's output which is delivered to the Company. The customer shall pay the Company a monthly charge to cover the fixed costs of the additional metering equipment required to be furnished by the Company.

RULES AND REGULATIONS

Service hereunder is subject to the General Rules and Regulations contained in the Company's regularly filed and published tariff and to those prescribed by regulatory authorities.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 1995

ISSUED BY:

Kyle D. White

BLACK RAPID	HILLS CITY,	POWER SOUTH	AND LIGHT DAKOTA	COMPANY	EIGHTH SEVENTH	REVISED	ECTION SHEET SHEET	NO	3	
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DATE FILED: April 23, 1999

EFFECTIVE DATE: June 25, 1999

ISSUED BY: Dorold I Martin

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO ORIGINAL SHEET NO

BUSINESS DEVELOPMENT SERVICE

RATE No. BDS-1 Page 1 of 3

AVAILABLE

At points on the Company's existing transmission or distribution facilities supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To customers requiring an appropriate response to non-standard, unique or specialized electric services and/or to meet competitive forces in the energy services markets in a manner that satisfies the needs of participating customers while balancing the interests of the participating customer, the non-participating customers, and the Company.

CHARACTER OF SERVICE

Alternating current, 60 hertz, at the voltage and phase of the Company's established transmission or distribution system most available to the location of the customer.

ELIGIBILITY

Customers requesting Business Development Service (BDS) will be considered upon written application to the Company if one or more of the following conditions is shown by the customer to exist:

- 1. The customer accepts non-standard electric service for new or existing load;
- The customer has unique requirements for new load;
- 3. The customer intends to acquire its electric service for new or existing load from a source other than the Company absent service under this rate by showing:
 - a. The customer demonstrates a competitive alternative, energy source or business location, to the Company's standard tariff rates; and
 - b. The comparative economics, including but not limited to availability of capital, environmental impacts and assessment of risk, of the alternative over the Company's standard tariffed rates are material; and

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DATE FILED:	June 20, 1995	EFFECTIVE DATE:	For service on and
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	ISSUED BY:	/ - /	

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

CK HILLS POWER AND LIGHT COMPANY ID CITY, SOUTH DAKOTA

SECTION NO. 4 ORIGINAL SHEET NO. 3

BUSINESS DEVELOPMENT SERVICE

RATE No. BDS-1 Page 2 of 3

ELIGIBILITY (continued)

- C. The alternative is demonstrated to be technologically feasible and legally permissible; and
- d. The customer has taken substantial steps to fairly evaluate the alternative sufficient to establish the customer's actual ability to utilize the alternative within a reasonable period of time.

Upon receipt of the customer's written application, and such additional information as the Company may require, the Company and the applying customer may, at the sole discretion of either party, commence negotiation of rates and terms and conditions of service under this tariff. If a mutually acceptable agreement is reached, the agreement and full support for it shall be forwarded to the Commission for their file of contracts with deviations as authorized by this rate schedule.

CONTRACT PROVISIONS

All mutually acceptable service agreements will meet these minimum standards:

- The initial service term shall not be less than three years;
 and
- 2. No service term shall exceed 7 years without the inclusion of language providing for renegotiation by the Company.
- 3. The minimum written notice of cancellation by either party shall be nine months; and
- 4. The customer shall not be eligible for any discounts or service conditions except as provided for in the service agreement; and
- 5. The compensation to be received under the service agreement during its term shall exceed the marginal cost to the Company of performance under the contact; and
- 6. The rate for metered service will be designed to encourage the customer to improve load factor, calculated using the customer's on-peak KVA; and
- 7. Minimum contract demand is 250 kVA; and
- 8. The terms and conditions of service shall be those contained in the service agreement between the Company and the customer; and
- 9. Identification of the rate schedule that customer would have received service under in lieu of BDS.

E FILED: June 20, 1995 EFFECTIVE DATE: For service on and after August 1, 1995

ISSUED BY:

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. ORIGINAL SHEET NO.

BUSINESS DEVELOPMENT SERVICE

RATE No. BDS-1 Page 3 of 3

RATE

All charges for service under this rate shall be the charges contained in the contract between the Company and the customer.

CONFIDENTIALITY

Upon request of the Company or the customer, upon good cause shown by affidavit, all terms and conditions of any service agreement under this rate schedule and any supporting information shall be protected from disclosure as confidential in accordance with the Commission's Administrative Rules provided for at Section 20:10:01:41 and 20:10:01:42.

DATE FILED:

June 20, 1995

EFFECTIVE DATE: For service on and

after August 1, 195

Kyle D. White

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. THIRD REVISED SHEET NO.

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REPLACES SECOND REVISED SHEET NO.

SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

Contract #12951

Homestake Mining Company Electric Power Service Agreement. The agreement was effective January 1, 2000 and has a maximum term of ten years. This contract replaces the previous contract and associated Amendments.

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 continued 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 #12964

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, 2000 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.

ISSUED BY: // atm

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. SECOND REVISED SHEET NO.

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REPLACES FIRST REVISED SHEET NO.

SET NO 6

SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

Contract #121-9

South Dakota State Cement Plant Commission Electric Power Service Agreement, effective January 1, 1999.

Contract #13041

State of South Dakota: South Dakota School of Mines & Technology and Black Hills State University Electric Service Agreement, effective June 1, 2000 and has a term of three (3) years and continues until canceled by one year written notice of either party. The agreement is to provide Distribution Wheeling Service and Supplemental Power Service.

Contract #13865

Premier Bankcard Electric Service Agreement, effective January 30, 2002 and has a term of not less than seven (7) years and continues until canceled by two (2) years written notice of either party. The agreement is to provide General Service - Large tariff along with a Business Development Incentive.

DATE FILED: December 20, 2001

EFFECTIVE DATE: January 30, 2002

ISSUED BY: Don Martinez

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. FIRST REVISED SHEET NO. REPLACES ORIGINAL SHEET NO.

GENERAL RULES AND REGULATIONS COVERING ELECTRIC SERVICE BLACK HILLS POWER AND LIGHT COMPANY

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DATE FILED: October 3, 1980

EFFECTIVE DATE:

November 19, 1980

ISSUED BY

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

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DATE FILED: October 3, 1980

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ISSUED BY Jarry M. Quen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
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ISSUED BY Xarry M (Chi

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

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3, 1980 EFFECTIVE DATE:
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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

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DATE FILED: October 3, 1980

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November 19, 1980

ISSUED BY Xarry M. Chuen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 6
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100 GENERAL

101 - GENERAL STATEMENT OF PURPOSE

These rules and regulations are designed to govern the supply of electric service by Black Hills Power and Light Company and the taking of electric service by the customer to provide the customer the greatest practical latitude in the use of electric service consistent with good business practices and safety procedures. These rules, regulations and conditions of service in no way supersede or modify any general rules or lawful orders of any Regulatory Body. If there is any conflict, it shall be understood that the standard rules and regulations and the lawful orders of the Regulatory Body shall control. If these rules and regulations in any way conflict with the filed tariffs of the Company, it shall be understood that the tariffs shall apply.

102 - APPLICATION OF RULES AND REGULATIONS

These rules and regulations shall apply to any and all electric service supplied by Black Hills Power and Light Company to any customer.

102.1 - INTENT OF RULES AND REGULATIONS

These rules and regulations are intended to promote safe and adequate service to the public and to provide uniform applications of rates.

102.2 - ALTERING OR AMENDING

The adoption of these rules and regulations shall in no way preclude the Company from altering or amending them or from making such modification with respect to their application as may be found necessary to meet exceptional conditions subject to approval by the Commission.

102.3 - RESPONSIBILITY UNDER THE LAW

These rules and regulations shall in no way relieve the Company or the customers of any of its duties or responsibilities under the law.

103 - DEFINITIONS

- 103.1 "Company" means Black Hills Power and Light Company.
- 103.2 "Customer" means any person, partnership, firm, association, corporation or any agency of the Federal, state or local government being supplied, or which can be supplied, with electric service by Black Hills Power and Light Company.

DATE FILED: October 3, 1980

EFFECTIVE DATE:

November 19, 1980

ISSUED BY

PRESIDENT Cours

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 7
REPLACES ORIGINAL SHEET NO. 7

103 - DEFINITIONS (continued)

- 103.3 "Regulatory Body" means the government agency legally constituted and vested with the authority to regulate the Company's service and/or rates.
- 103.4 "Electric Service" means the supplying of electric power and energy, or its availability irrespective of whether any electric power or energy is actually used.
- 103.5 "Point of Delivery" means the end of the Company's service drop, or the point where the Company's wires are joined to the customer's service entrance unless otherwise specified in the customer service agreement.
- 103.6 "Customer Installation" means, in general, all wiring, appliances and apparatus of any kind or nature on customer's side of the point of delivery (except Company's meter installation) used or useful in connection with the customer's ability to take electric service.
- 103.7 "Month of Billing Period" means an interval of approximately thirty (30) days between successive meter reading dates and not generally a calendar month.
- 103.8 "Service Agreement" means the agreement or contract between the Company and the customer pursuant to which electric service is supplied or taken.
- 103.9 "Notice" means unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such party's last known address, the period of notice being computed from the date of such personal delivery or mailing.
- 103.10 "Meter" means the meter or meters together with auxiliary devices, if any, constituting the complete installation needed to measure the power and energy supplied by the Company to any customer at a single point of delivery.
- 103.11 "Premises" means any piece of land or real estate, including building and other appurtenances thereon.
- 103.12 "Electric Plant" means all real estate, fixtures and property owned, controlled, operated or managed in connection with or to facilitate the production, generation, transmission, delivery or furnishing of electricity for light, heat or power.

DATE FILED: October 3, 1980

EFFECTIVE DATE: November 19, 1980

ISSUED BY Jarry M. Allen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 8
REPLACES ORIGINAL SHEET NO. 8

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103 - DEFINITIONS (continued)

103.13 "Service Drop" - Overhead means the wires, owned by the Company connecting Company's distribution line to the customer's service entrance conductors.

103.14 "Service Lateral" - Underground means the underground conductors between the secondary conductors (including any used at a pole, pedestal or transformer) and the first point of connection to the customer's service entrance conductors.

103.15 "Service Entrance Conductors" means (1) For underground, the conductors owned by customer between the point of connection with service lateral and the terminals of the service equipment. (2) For overhead, the conductors between the connection with the service drop and the terminals of the service equipment.

103.16 "Service Equipment" means the equipment, usually including a circuit breaker or fuses, located near the point of entrance of service entrance conductors.

200 SERVICE AGREEMENT

201 - APPLICATION FOR SERVICE

A party desiring electric service must make application to the Company before commencing the use of Company's service. Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service shall be made in the legal name of the party desiring the service. Company may refuse or terminate service to any applicant for or user of service who fails or refuses to furnish information requested by Company for the establishment of a service account. Receipt and use of electric service in the absence of application or contract shall constitute the user a "customer" of the Company, subject to its rates, rules and regulations, and said user shall be responsible for payment of all services used.

Subject to its rates, rules and regulations, Company will continue to supply electric service until notified by customer to discontinue such service and customer will be responsible for payment of all service furnished to the date of such discontinuance.

DATE FILED: October 3, 1980

EFFECTIVE DATE:

November 19, 1980

SSUED BY Jarry M. Ouen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO.

SECOND REVISED SHEET NO.

REPLACES FIRST REVISED SHEET NO.

201.1 - CONTRACT PERIOD

The contract period of the service agreement shall be as indicated in the applicable rate schedule unless otherwise provided for in the service agreement.

201.2 - USE OF ELECTRIC SERVICE

Electric service supplied under a service agreement is for the customer's use within or upon the premises served and for the purpose designated in the service agreement and such service agreement is not transferable without the written consent of the Company.

201.3 - DEPOSITS

The Company may require from any customer or prospective customer a deposit intended to guarantee payment of current bills. This required deposit shall not be considered as an advance payment of bills for service to be rendered, but shall be held as security for payment of bills for service rendered and may be applied in payment of such bills only in the event service is discontinued.

The required deposit shall not exceed the amount of one-sixth (1/6) of the estimated annual bill. Simple interest shall be paid by the Company on the deposits at the rate prescribed by the applicable Regulatory Body for the time the deposit is held by the Company. (T)

When the customer has received twelve (12) consecutive months of service with no requirement to disconnect for nonpayment and no more than two (2) disconnect notices have been issued, the deposit plus interest will be automatically refunded.

201.4 - DEFAULT OR BREACH OF SERVICE AGREEMENT

The Company, in addition to all other legal remedies, may terminate the service agreement—or suspend delivery of service, for any default or breach of the service agreement by the customer. But, no such termination or suspension will be made by the Company without first giving the customer ten (10) days' written notice, except for extended periods as designated by the Commission, stating in what particular the service agreement had been violated. Failure of the Company at any time either to suspend delivery of service or to terminate the service agreement, or to resort to any other legal remedy or its adoption of either one or the other of such alternatives shall not affect the Company's right to resort to any such remedy for the same or any future default or breach by the customer.

DATE FILED: August 28, 1989

EFFECTIVE DATE: For service rendered on and after September 18, 1989.

ISSUED BY:

Kyle D. White

Manager, Rates and Regulation

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 10
REPLACES ORIGINAL SHEET NO. 10

202 - CUSTOMER CLASSIFICATION

Customers will be classified as follows:

202.1 - URBAN CUSTOMER

An urban customer is any customer taking electric service within the corporate limits of any incorporated city or town served by the Company.

202.2 - RURAL CUSTOMER

A rural customer is any customer taking electric service on a continuous basis outside the corporate limits of any incorporated city or town served by the Company.

202.3 - RESIDENTIAL CUSTOMER

A residential customer is one using electric service for domestic purposes in space occupied as a single-family private dwelling unit supplied through one meter.

202.4 - MUNICIPAL CUSTOMER

Any incorporated city or town taking electric service which is needed for and used in connection with the tax-supported operations of government shall be classified as a municipal customer.

202.5 - GENERAL SERVICE CUSTOMER

A general service customer is one using electric service in the conduct of some business enterprise in space occupied and operated for commercial purposes, and is not eligible for service under any other customer classification.

202.6 - INDUSTRIAL CUSTOMER

An industrial customer is one using electric service for the production of commerce through manufacturing, processing, refining, mining or fabricating.

DATE FILED: October 3, 1980

EFFECTIVE DATE:

November 19, 1980

ISSUED BY Larry M. auen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. FIRST REVISED SHEET NO. REPLACES ORIGINAL SHEET NO. 11

300 SUPPLYING AND TAKING OF SERVICE

301 - SUPPLYING OF ELECTRIC SERVICE

The undertaking of the Company to supply electric service shall be completed by the supplying of electric energy, under the applicable rate schedule at the point of delivery to the customer and according to rules prescribed by the applicable Regulatory Body.

Electric service will not be supplied to any customer if at the time of application of service the applicant is indebted to the Company for service previously supplied at the same or other premises until payment for such indebtedness has been made in full.

302 - CONTINUITY OF ELECTRIC SERVICE

The Company will use reasonable diligence to provide continuous electric service but does not guarantee a constant supply of electric energy and shall not be liable to customer for damage occasioned by delay or interruption of service caused by governmental or municipal action or authority, litigation, war, public enemies, vandalism, strikes, acts of God, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any Regulatory Body, Commission or tribunal having jurisdiction in the premises. or any cause the Company could not have foreseen or reasonably guarded against; provided, however, that the Company or customer as the case may be, shall be prompt and diligent in the removing or overcoming the cause or causes of such delay or interruption of delivery or receiving electric service and nothing herein shall be construed as permitting the customer to refuse to receive service or the Company to refuse to deliver service after the cause of the delay or interruption has been removed.

In the event the Company is prevented from delivering electric service or any part thereof for any of the above reasons, then the Company will not be bound to deliver power during such time and there will be a pro rata reduction in billing capacity or similar charges as provided for in the rate schedule under which the customer is receiving electric service.

303 - SUSPENSION OF ELECTRIC SERVICE FOR REPAIRS OR ALTERATIONS

When necessary to make repairs or alterations to its electric plant, the Company may, without incurring any liability therefore, suspend electric service for such periods as may be necessary, and in such a manner as to minimize inconvenience to the customer. The Company will attempt to notify any affected customers of an intentional interruption of service necessitated by ordinary maintenance of its service lines and related equipment.

DATE FILED: October 3, 1980

EFFECTIVE DATE: November 19, 1980

ISSUED BY Jarry M

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 12
REPLACES ORIGINAL SHEET NO. 12

304 - USE OF ELECTRIC SERVICE

Electric energy purchased from the Company shall be for the sole use of the customer and shall be used by the customer only for the purpose specified in the service agreement and at the premises upon which the meter is located. The customer shall not sell, share with another or transmit off the premises any electric energy received from the Company except with wirtten consent of the Company.

In no case may the customer extend or connect his installations to lines across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter.

All equipment used by the customer shall be so operated and have such starting and performance characteristics that its use will not cause unusual voltage fluctuations or other disturbances on the Company's system.

305 - UNAUTHORIZED USE OF ELECTRIC SERVICE

In case of unauthorized remetering, sale, extension or other disposition of electric service, the Company may immediately discontinue the supplying of electric service to customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on the proper rate schedule and reimbursement in full made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

306 - AUXILIARY ELECTRIC SERVICE

Auxiliary, standby or supplemental electric service will not be supplied by the Company to a customer for use in conjunction with electric or mechanical energy from another source unless the rate schedule under which the customer is receiving service provides specifically therefore, or according to rules prescribed by the applicable Regulatory Body. For any violation of this rule, the Company reserves the right to discontinue all electric service and to remove its service connections.

307 - TEMPORARY SERVICE

Temporary service is defined as service to projects which for all purposes which from their very nature evidently will be of short duration.

A customer taking temporary service shall pay the regular rates applicable to the class or classes of service rendered for all energy used. In all cases initial billing for service fees will be charged and collected in advance.

DATE FILED: October 3, 1980

ISSUED BY .

EFFECTIVE DATE: November 19, 1980

(T)

Yarry M. Chila

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 13
REPLACES ORIGINAL SHEET NO. 13

308 - INCIDENTAL SERVICE

Service continuously available through a permanent connection to provide power and energy for use by customer when such use is merely incidental to customer's operations and essentially for his convenience, for voltage or frequency control, for partial lighting of selected or limited areas, or for operation of controls, battery charges, starting devices, electric clocks or other equipment requiring relatively small quantities of energy as compared with customer's total energy usage, shall be defined as incidental service.

309 - CUSTOMER'S RESPONSIBILITY

The customer assumes all responsibility on customer's side of the point of delivery for the service supplied or taken, as well as for the electrical installations, applicances and apparatus used in connection therewith and shall save the Company harmless from and against all claims for injury or damages to persons or property occasioned by or in any way resulting from such service or use thereof on customer's side of the point of delivery. Customer shall install protective equipment with adequate fault current interrupting ability. The Company shall supply, when requested, information on fault capacity at the point of delivery.

310 - RIGHT-OF-WAY

Customer shall, without compensation, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of service to customer and for continuing or extending said lines over and across the property owned or controlled by customer. The Company shall not be liable for damages involving the power line when such damages result from actions of parties other than the Company.

311 - ACCESS TO PREMISES

The duly authorized agents of Company shall have access at all reasonable hours to the premises of customer for the purpose of inspecting wiring and apparatus, inspecting, maintaining and repairing lines over and across said premises, removing or replacing Company's property, reading of meters and all other purposes incident to the supplying of service.

312 - LOCATION OF CUSTOMER'S SERVICE TERMINAL

Customer's service terminal is to be located at a point readily accessible to Company's distribution lines, such point to be determined by Company.

DATE FILED: October 3, 1980

EFFECTIVE DATE: November 19, 1980

PRESIDENT

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. FIRST REVISED SHEET NO. 14 REPLACES ORIGINAL SHEET NO. 14

(T)

400 CUSTOMER'S INSTALLATION

401 - NATURE AND USE OF INSTALLATION

All of customer's wires, apparatus and equipment shall be selected with the view of obtaining safety, good efficiency, good voltage regulation and the highest practicable power factor and shall be installed in accordance with standard practices. Customer shall install and maintain, on customer's side of point of delivery, suitable protective equipment as may be required by the Company for the protection of its service to other customers and may not employ or utilize any equipment, applicance or devise so as to affect adversely Company's service to customer or to others. The Company's failure to require such equipment shall not operate to relieve customer from the obligation to utilize and comply with standard practices. Company may require compensating starters or other suitable starting devices for motors above ten (10) horsepower.

> Individual single phase motors rated at 10 (ten) horsepower or less will ordinarily be permitted at any point where electric service is available.

Company will not provide three (3) phase for motors less than ten (10) horsepower unless three (3) phase service exists or with special approval of Company.

Customers and contractors contemplating the purchase and/or the installation of any three (3) phase motor or any single phase motor larger than ten (10) horsepower, should obtain information from a Company representative relating to the character of service available at the address of such proposed installation.

All individual motors of ten (10) horsepower or over should be three (3) phase where service can be obtained by direct connection with existing three (3) phase secondary lines or a reasonable extension thereof.

Individual single phase motors larger than ten (10) horsepower or with locked rotor currents exceeding 120 amperes, will be permitted only upon written approval of the Company.

Installation of all motors fifty (50) horsepower or larger must receive written approval of the Company.

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ISSUED BY

EFFECTIVE DATE: November 19, 1980

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
FIRST REVISED SHEET NO. 15
REPLACES ORIGINAL SHEET NO. 15

When polyphase service is supplied by Company, customer will control the use thereof so that the load at the point of delivery will be maintained in reasonable electrical balance between the phases.

Installations of neon, fluorescent, mercury vapor lamps or tubes or other types of gaseous tube lamps or other devices having low power factor characteristics, should be equipped with corrective apparatus to increase the power factor of each unit or separately controlled group of units to not less than approximately ninety percent (90%) lagging.

402 - INSPECTION BY COMPANY

Company retains the right, but does not assume the duty, to inspect customer's installation at any time and will refuse to commence or to continue service whenever it does not consider such installations to be in good operating condition, but Company does not in any event assume any responsibility whatever in connection with such matters.

403 - CHANGES IN INSTALLATIONS

As Company's service drops, transformers, meters and other facilities used in supplying service to customer have a definite limited capacity, customer shall give notice to Company and obtain Company's consent, before making any material changes or increases in customer's installations. Company, as promptly as possible after receipt of such notice, will give its approval to the proposed change or increase, or will advise customer upon what conditions service can be supplied for such change or increase. Failure to secure Company's approval shall make customer liable for any damage to Company's facilities.

404 - REPAIRS TO CUSTOMER'S INSTALLATION

All repairs to customer's equipment and apparatus shall be the responsibility of the customer. It is the responsibility of the customer to determine whether his equipment and apparatus are suitable for operation at the type of service which he will receive from the Company. The responsibility of the customer regarding his use of the service is not set aside by inspections or recommendations of the Company which are made as a courtesy to the customer or as a protection to the service to other customers.

405 - UNSAFE OR DISTURBING USE OF ELECTRIC SERVICE

The Company may refuse to render electric service or may withdraw same whenever the wiring or equipment of a customer is in an unsafe condition as defined by any governmental agency or is so designed or operated as to disturb the electric service to other customers. The connection of welding machings,

DATE FILED: October 3, 1980

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ISSUED BY <u>Xarry M Owen</u>
PRESIDENT

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5
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REPLACES ORIGINAL SHEET NO. 16

X-ray equipment, motors with excessing starting currents and experimental electric devices to any electric service of the Company is expressly forbidden as disturbing to electric service, except where adequate protective devices approved in advance by the Company are installed and maintained by the customer in accordance with the Company's standards. If customer's installation of such equipment requires Company to install separate transformer capacity, the customer shall be billed on the applicable rate schedule for the service provided.

If service has been refused or withdrawn because customer's service is deemed to be unsafe, said service will not be reestablished until customer is in compliance with authorized governmental agencies' safety and wiring requirements and said agency or agencies so inform the Company in writing.

500 COMPANY INSTALLATION

501 - INSTALLATION AND MAINTENANCE

Except as otherwise provided in these Service Regulations, in service agreements or rate schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters, on customer's side of the point of delivery. Only Company's agents are authorized to connect Company's service drop to customer's service entrance conductors and to connect Company's meters.

501.1 - INSPECTION

The customer's wiring must conform to municipal or state requirements, whichever may govern, and to accepted modern standards as exemplified by city, state and national codes; and if an affidavit or certificate of inspection is required by state law, the same must be furnished.

501.2 - STANDARD CONNECTION

The ordinary method of connection between Company's distribution lines and customer's service entrance conductors will be by overhead wires. If customer shall desire to have connection made in any other manner, special arrangements will be made between customer and Company by which the connection will be made and maintained at customer's expense (see Section 800 LINE EXTENSIONS).

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ISSUED BY Larry Mi Milen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

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501.3 - VOLTAGE, FREQUENCY AND PHASE

Electric service furnished will be alternating current, 60 hertz, single or three (3) phase, at one of the nominal standard voltages given below:

Secondary Voltage:

Single phase, 120 volt 2 wire, 120/240 volt 3 wire or 120/208 3 wire

Three phase, 240 volt 3 wire

Three phase, 4 wire 120/240 or 120/208 or 277/480 volt where available

Three phase, 480 volt 3 wire

Primary Voltage:

The voltage of the Company's nearest distribution line of adequate capacity as determined by Company.

The nominal standard voltages shall be maintained so far as practical within the limits of ANSI 84.1 Voltage Ratings for Electric Power Systems and Equipment.

502 - PROTECTION BY CUSTOMER

Customer shall protect Company's wiring and apparatus on customer's premises and shall permit no one except Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by customer or other unauthorized persons, the cost of repairing such damage shall be paid by customer or person causing such damage.

503 - CUSTOMER EXTENSIONS

The Company, at its own expense, makes extensions where the revenue therefrom is sufficient, in Company's opinion, to justify the necessary expenditure.

Where the Company cannot be assured that the business offered is of sufficient duration, where unusual expenditures are necessary to supply service because of location, size or character of installation, or where area requirements of Regulatory Bodies may control, the customer or customers shall make arrangements satisfactory to Company dependent upon the particular condition of each situation.

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ISSUED BY Jany M. auen

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. $\frac{5}{18}$ FIRST REVISED SHEET NO. $\frac{18}{18}$ REPLACES ORIGINAL SHEET NO. $\frac{5}{18}$

504 - UNLAWFUL USE OF SERVICE

The Company may discontinue service to any customer without notice in advance and without terminating the agreement for service in the event fraudulent use of service is detected, or where a dangerous condition is found to exist on the customer's premises. In such event, the Company may require the customer to pay for such electric energy as the Company may estimate from available information to have been used but not registered by Company's meter and to increase his deposit or payment bond before electric service is restored; and in addition thereto, the customer shall be required to bear all costs incurred by the Company for such protective equipment as in its judgment may be necessary.

505 - ATTACHMENT TO COMPANY'S PROPERTY

The use of poles, wires, towers, structures or other facilities of the Company, by the customer or others for the purpose of fastening or supporting any radio or television equipment, or any wires, ropes, signs, banners or anything of similar nature, or the locating of same in such proximity to aforesaid property or facilities of the Company as to cause, or be likely to cause, interference with the supply of electric service, or dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice.

600 METERING

601 - METER INSTALLATIONS

The customer shall provide and at all times maintain on the premises to be supplied with electricity a readily accessible space for the installation of Company's meters or other devices necessary to supply electricity to the premises. The customer shall provide the necessary meter loop and meter board, constructed and installed in accordance with the Company's standards and in full compliance with all laws and governmental regulations applicable to the same. The relocation of any meter after it has been installed shall be done at the expense of the customer if done at his request.

The Company will furnish and install without expense to the customer, meter and appurtenances at suitable places either outside on the building walls or inside the building at the discretion of the Company. Any equipment furnished by the Company shall remain its property and may be removed by it at any time after the termination of the service agreement, or upon discontinuance of electric service for any reason.

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ISSUED BY Xarry M. Chiero
PRESIDENT

BLACK HILLS POWER AND LIGHT COMPANY 'APID CITY, SOUTH DAKOTA

SECTION NO. SECTION NO.

REPLACES FIRST REVISED SHEET NO.

19

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602 - EVIDENCE OF CONSUMPTION

Unless proven to be inaccurate, the registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by customer.

603 - TESTS AND CHECKS

Company tests its meters and maintains their accuracy of registration in accordance with good practice and according to rules prescribed by the applicable Regulatory Body. On request of customer, Company will make a special test or check which will be done at the expense of the Company. If the customer requests another test before the expiration of a twelve (12) month period, the customer shall provide in advance of the test, the appropriate Meter Test Deposit, that will be forfeited if the meter is found to be in error by less than 2%, fast or slow.

700 BILLING

701 - BILLING PERIODS

Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Non-receipt of bill by customer does not release or diminish the obligation of customer with respect to payment thereof.

702 - SEPARATE BILLING FOR EACH POINT OF DELIVERY

The use of service is metered separately at each point of delivery for each customer served. Whenever for any reason Company furnishes two or more meter installations for a single customer, or supplies service under a schedule which does not require a meter, each point of metering and/or point of delivery where no meter is required is considered as a separate service. A separate service agreement is required for each such separate service, except where the Company may, under special circumstances, waive this requirement.

703 - ADJUSTMENT FOR INACCURATE METER REGISTRATION OR BILLING

703.1 - ADJUSTMENT OF BILLS WHERE METER IS FOUND IN ERROR

If any electric service meter tested is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings for the period equal to one-half the time elapsed since the most recent test, but not (C)

ATE FILED:

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and after April 5, 1994

ISSUED BY:

Kyle D. White

D. White

Director, Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5 SECOND REVISED SHEET NO. 2 REPLACES FIRST REVISED SHEET NO. 2

to exceed six months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the readings shall be adjusted from that date. The average error of a meter shall be defined as one-fifth the algebraic sum of (1) one times the error at light load, and (2) four times the error at a heavy load. Only the customer served by the electric service meter at the time of testing is eligible for a refund.

If an electric service meter is found not to register or to register intermittently for any period, the Company shall make a charge for electricity used, but not metered, based upon amounts used under similar conditions during periods preceding or subsequent thereto, or during corresponding periods in previous years.

703.2 - ERROR IN RECORDING METER DATA

When a customer has been misbilled due to an error in recording meter data, the bills will be adjusted as follows:

- A. Underbilled: Proper and correct bills will be rendered for the period that the error can be ascertained to have been in effect but not exceeding one year, unless the date of the error can be fixed with reasonable certainty. Corrected bills will not be rendered to other than the present customer.
- B. Overbilled: Proper and correct bills will be rendered (and a credit given) for the period that the error can be ascertained to have been in effect but not exceeding one year, unless the date of the error can be fixed with reasonable certainty. Corrected bills will not be rendered to other than the present customer.

703.3 - INCORRECT APPLICATION OF THE RATE SCHEDULE

- A. Underbilled: Proper and correct bills will be rendered for the period that the error can be ascertained to have been in effect but not exceeding one year, unless the date of the error can be fixed with reasonable certainty. Corrected bills will not be rendered to other than the present customer.
- B. Overbilled: Proper and correct bills will be rendered (and a credit given) for a period not to exceed one year, unless the date of the error can be fixed with reasonable certainty. Corrected bills will not be rendered to other than the present customer.

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ISSUED BY:

Kyle D. White

Director, Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5 THIRD REVISED SHEET NO. 21 REPLACES SECOND REVISED SHEET NO. 21

704 - DELINQUENT BILLS

Bills become delinquent if not paid within twenty (20) days of the date of the bill. Service may be discontinued upon ten (10) days written notice to the customer in the months of April through October and forty (40) days written notice to the customer in the months of November through March and per rules prescribed by the applicable Regulatory Body.

705 - CHARGE FOR RESTORING SERVICE

If service is discontinued for any reason herein mentioned, the customer may be required to reimburse the Company for all costs incurred by the Company in reconnecting service to said customer. Reconnection costs shall include all direct charges incurred while reconnecting service, plus an additional charge to cover the cost of administration and special accounting.

706 - SELECTION OF RATE SCHEDULE

The Company's rate schedules are designed for service supplied to customer on a continuous annual basis. Customer may elect to take service under any of the schedules applicable to such service. For initial service, Company will advise customer of the schedule which in its judgment is best adopted to his needs on an annual basis, but such advice must be based upon customer's statements as to his installation and requirements for service, and Company assumes no responsibility for the selection of the schedule made by customer. Rules applicable to specific schedules shall apply when customer desires service on other than a continuous basis.

707 - PRORATION OF BILLS

For all billings, the charges will be prorated based upon a 30 day billing period when the billing period is outside of the standard billing period of 23 to 40 days.

708 - ESTIMATED BILLING DUE TO UNREAD METERS

In the event it is impossible or impracticable to read customer's meter on the scheduled meter reading day, Company may render an "Estimated Bill." Company may render "Estimated Billings" to rural customers on a schedule basis, however, Company will render no more than three (3) estimated bills in consecutive order. Only in unusual cases, or when approval is obtained from a customer, shall more than three (3) consecutive estimated bills be rendered.

DATE FILED: June 20, 1995

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ISSUED BY: Xight D. White

Myle D. White
Director Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. SECOND REVISED SHEET NO.

REPLACES FIRST REVISED SHEET NO.

709 - MASTER METERING

All buildings, mobile home parks and trailer courts for which construction was begun after June 13, 1980, shall be metered separately for each residential or commercial unit, with the exception of hospitals, nursing homes, transient hotels and motels, dormitories, campgrounds, other residential facilities of a purely transient nature, central heating or cooling systems, central ventilating systems, central hot water systems and multiple occupancy buildings constructed, owned or operated with funds appropriated through the Department of Housing and Urban Development or any other federal or state government agency. Any existing multiple occupancy building receiving master metered service which is substantially remodeled or renovated for continued use as a multiple occupancy building, if such remodeling or renovation is begun after June 13, 1980, shall be individually metered, unelss the building meets any of the exceptions listed above or unless the owner of such building demonstrates to the satisfaction of the Public Utilities Commission that conversion from master metering to individual metering would be impractical, uneconomical or unfeasible.

800 LINE EXTENSIONS

Line extensions shall be administered in accordance with these rules.

801 - APPLICABLE

This rule is applicable to all prospective permanent customers located within the Company's service area, providing the proposed line extension can be built from an existing distribution line of 24.9 KV or less. This rule is not applicable to temporary service.

802 - DEFINITIONS - GENERAL CONSTRUCTION POLICY

(T)

1. A line extension is herein defined as a branch from, or a continuation of, an existing Company-owned distribution line. A line extension from customer-owned lines will require special agreements. A line extension may be either single or three phase or may be the conversion of an existing single phase line to three phase with or without further extension of the three

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23 REPLACES FIRST REVISED SHEET NO. 23

- 2. This section of the rules and regulations sets forth the terms and conditions under which the Company will construct and extend its facilities to serve new loads and replace, relocate, or otherwise modify its distribution facilities.
- 3. Applicant is the individual(s) who request a line extension of the Company.
- Developer is an Applicant requesting a line extension to serve two (2) or more contiguous building sites.
- 5. Revenue shall be the estimated annual revenue which the Company expects to receive from the Applicant as determined by the terms of Sections 803.1.A and 803.2.E of this rule.
- 6. Actual Revenue is the sum of the actual payments made to the Company by the Applicant for electrical service for the account in question per the line extension agreement less the applicable sales tax.
- 7. A Permanent Year-round Dwelling is a residence which includes a well or water hook-up, sewer or septic-system, automatic heating system and is otherwise likely to be inhabited yearround.
- Rate Schedule is the Company's filed tariff for which the Applicant/customer qualifies. Qualification will be solely determined by the Company and may change if the Applicant/customer changes their expected electricity consumption.
- 9. Line Extension Allowance is the estimated construction cost which the Company will incur without charge to the Applicant.
- Advance Deposit is the payment required of the Applicant prior to line extension construction for any estimated construction cost in excess of the Line Extension Allowance.
- No refunds will be made in excess of the refundable Advance Deposit, and deposits shall bear interest only as specified

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ISSUED BY: Yes D. White

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SECTION NO.

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REPLACES FIRST REVISED SHEET NO. 24

herein. Refunds, where applicable, will be made in accordance with the terms stated herein.

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- Each line extension shall be a separate, distinct unit and any further extension therefrom shall have no effect upon the agreements under which such extension is constructed.
- All construction of line extensions shall conform to the 13. Company's standards as well as applicable national, state, and local electrical codes.
- In all cases where, in the opinion of the Company, its investment in facilities appears extraordinary or unusual, and where extensive repairing or building of any facilities is necessary to accommodate the customer or group of customers, making application for service, the right is reserved to require the customer, or group of customers, to be served to execute a contract for a definite period of service, and to otherwise protect the Company against possible losses. Prospective customers entering into a venture, which is considered by the Company as a poor risk for the investment of its capital, may be required to finance the entire additional investment needed to serve the customer.
- The title to every line extension shall at all times remain with the Company. The Company reserves the right at all times to add customers to an extension, and to make new extensions to any existing extension, under the provisions of these rules, without procuring the consent of any customer (Applicant) or customers contributing to the original construction costs.
- Payment shall be made prior to the start of such construction. Where a group of customers will be served by a single extension, applicable charges shall be allocated in an equitable manner by the Company.

803 - LINE EXTENSION POLICY

(C)

803.1 - RESIDENTIAL SERVICE

Company Financed Extensions - For each Permanent Year-round Dwelling in place or under construction, the Company will

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construct a line extension without charge to the Applicant if the estimated construction cost does not exceed four (4) times the following standard annual Revenue amounts (the "Line Extension Allowance") for the residential dwelling to be served under the applicable Rate Schedule:

RATE SCHEDULE	ANNUAL REVENUE STANDARD	LINE EXTENSION <u>ALLOWANCE</u>
Regular Residential Service	\$500	\$2,000
Total Electric Residential Service	\$ 750	\$3,000
Residential Demand Service	\$1,250	\$5,000

For permanent dwellings which, in the Company's opinion are not designed and constructed to be inhabited year-round (at least nine months each year), the total Line Extension Allowance is \$1,000 or the Applicant may sign a seasonal use agreement and qualify for the applicable Permanent Year-Round Dwelling Line Extension (C) Allowance.

The Rate Schedule shall be determined from the Applicant's representation. If at any time it is determined that the Applicant has misrepresented electrical service, the Company shall redetermine the applicable Line Extension Allowance. The redetermination may result in a charge to the Applicant, if the Company's estimated construction cost exceeds the correct Line Extension Allowance.

B. Charges - Line extensions which are estimated to cost in excess of the Line Extension Allowance will require an Advance Deposit for all excess cost. The line extension construction cost estimate will be based on the following standards:

DISTRIBUTION LINE

Single Phase (10) Overhead or Underground = \$3.00/foot Three Phase (30) Overhead or Underground = \$9.00/foot

TRANSFORMERS

Single Phase (10) Overhead = \$900.00Single Phase (10) Underground = \$1,700.00

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ISSUED BY: Tyle D. White

Kyle D. White Manager, Rates and Regulatory Affairs

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECOND REVISED SHEET NO. 26 REPLACES FIRST REVISED SHEET NO. 26

SWITCHING MODULES

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Single Phase (10) Underground = \$1,500.00 Three Phase (30) Underground = \$3,800.00

SECONDARY SERVICE

Overhead to Overhead = Underground to Underground =

Overhead to Underground = \$ 300.00 = \$ 400.00

C. Measurement - The length of any line extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the point of transformation or last pole. Should the Company for its own reasons choose a longer route or require system improvement as part of the extension, the Applicant will not be charged for the additional distance or costs, however, if the Applicant requests special routing of the line extension, the Applicant will be required to make in advance of construction a non-refundable contribution to pay for the additional cost resulting from the special routing.

100.00

D. Refunds - The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:

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1. The Applicant may be entitled to a refund of any remaining Advance Deposit if additional line extensions are constructed from the electric facilities that were partially financed by the Applicant. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions, will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new Applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant

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ISSUED BY:

∦e D. White

Manager, Rates and Regulation

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REPLACES FIRST REVISED SHEET NO. 27

contacting the Company regarding the completed construction of additional electric facilities. In addition, the Company will make a final refund determination four (4) years following the effective date of the Application and Agreement for Line Extension. Each contract year the Company will notify the Applicant by Certified Mail that a refundable deposit is outstanding and may be eligible for refund. Any refunded Advance Deposit shall not bear interest.

2. The Applicant may be entitled to a refund of any remaining Advance Deposit when four (4) years have passed from the effective date of the Application and Agreement, if the Company's Actual Revenue from the Applicant's account served during the first four (4) years by the line extension exceeds the Line Extension Allowance as originally determined and contracted for under Section 803.1.A. The amount eligible for refund to the Applicant shall be the amount by which Actual Revenue exceeds the Line Extension Allowance, if any. Refunds under this paragraph shall bear simple interest at the rate of seven (7) percent annually.

A Developer who has provided an Advance Deposit to extend electric service within a development will be entitled to a refund under 803.1.D.1 equal to the Line Extension Allowance of each new customer whose service is connected directly to the electric facilities that were partially financed by the Developer. A Developer will have their refund eligibility under 803.1.D.2 determined by the Actual Revenue received from the accounts established and directly served within the development as a result of the Developer's Application and Agreement for Line Extension.

Such refunds will be made only to the original Applicant if still receiving service at the same location. In no case shall the total refund to the Applicant exceed the amount of the Applicant's refundable Advance Deposit.

Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and become the property of the Company.

E. Residential Underground Extensions

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1. The Company will:

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ISSUED BY: X-yle D.

Manager, Rates and Regulation

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- Be responsible for the design and installation of facilities.
- b. Install, maintain, and own all primary and secondary conductors, padmount transformers, related electrical equipment, and PVC on the pole, if required.
- c. Cooperate in the joint use of trenches, where practical.
- d. Design the underground distribution facilities for a front-lot feed (from the street) to the residences.

2. The Applicant will:

- Provide the necessary easements as specified by the Company.
- b. Establish final grades and have sidewalks, curb and gutter, water, and sewer installed in the area prior to the installation of electric facilities.
- c. Provide all trenching to the Company specifications, washed sand or approved bedding, conduit when required, and backfill or any other restoration work required.
- d. The service lateral procedure will be as stated in 803.1.F.

F. Residential Underground Service Laterals

1. For a new house or where present service is inadequate (defined as a service lateral that has insufficient capacity, bare conductors or bad tree conditions),

The Applicant will:

a. Provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.

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Madager, Rates and Regulation

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. THIRD REVISED SHEET NO.

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REPLACES SECOND REVISED SHEET NO.

b. Provide a service lateral location to be mutually agreed | (T) upon. The service lateral shall be of the shortest distance possible and shall avoid placement under future construction, such as buildings, walls, fences, or other possible hazardous areas.

Provide a Company approved meter receptacle with conduit down to twelve (12) inches below final grade.

The Company will:

- a. Install, maintain, and own the underground service lateral from the secondary system to the meter receptacle, including PVC on the pole if required.
- For an existing house with adequate overhead service: 2.
 - a. Same as 803.1.F.1.
 - b. The customer will advance a non-refundable contribution equal to the estimated cost (as determined by the Company) of the new underground service and removal of existing overhead service. The Company will give due credit for the salvage value of the existing overhead line.

803.2 - COMMERCIAL OR INDUSTRIAL SERVICE

Company Financed Extensions - For commercial or industrial service the applicable Line Extension Allowance shall be four (4) times the estimated annual Revenue as set forth at 803.2.E. The Company will construct, without charge to the Applicant, a line extension for which the estimated construction cost does not exceed the Line Extension Allowance. The estimated construction cost shall be determined by the Company.

If at any time it is determined that the Applicant has misrepresented the information concerning its estimated annual Revenue, the Company shall redetermine the applicable Line Extension Allowance. If the redetermined Line Extension Allowance is exceeded by the original estimated construction costs, the Applicant shall make a deposit with the Company.

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Manager, Rates and Regulation

Charges - Line extensions which are estimated to cost in excess of the Line Extension Allowance will require an Advance Deposit by the Applicant for all excess cost:

(T)

- C. Measurement The length of any line extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the point of transformation or last pole. Should the Company for its own reasons choose a longer route or require system improvement as part of the extension, the Applicant will not be charged for the additional distance or costs, however, if the Applicant requests special routing of the line extension, the Applicant will be required to make in advance of construction a non-refundable contribution to pay for the additional cost resulting from the special routing.
- Refunds The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:

(C)

- The Applicant may be entitled to a refund of any remaining Advance Deposit if additional line extensions are constructed from the facilities that were partially financed by the Applicant. Only those Line Extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions, will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new Applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the completed construction of additional electric facilities. In addition, the Company will make a final refund determination four (4) years following the effective date of the Application and Agreement for Line Extension. Each contract year the Company will notify the Applicant by Certified Mail that a refundable deposit is outstanding and may be eligible for refund. Any refunded Advance Deposit shall not bear interest.
- The Applicant may be entitled to a refund of any remaining Advance Deposit when four (4) years have passed from the

DATE FILED: March 14, 1990

EFFECTIVE DATE: May 8, 1990

ISSUED BY: Kyry D. White ager, Rates and Regulation

effective date of the Application and Agreement for Line Extension, if the Company's Actual Revenue during the first four (4) years from the Applicant's account(s) established under the Application and Agreement for Line Extension exceeds the original Line Extension Allowance. The amount eligible for refund shall be the amount by which Actual Revenue exceeds the Line Extension Allowance, if any. Refunds under this paragraph shall bear simple interest at the rate of seven (7) percent annually.

(C)

Such refunds will be made only to the original Applicant if still receiving service at the same location. In no case shall the total refund to the applicant exceed the amount of the Applicant's refundable Advance Deposit.

Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and becomes the property of the Company.

Method of Estimating Revenue - The estimated annual Revenue shall be computed by the Company by applying the appropriate Rate Schedule to the monthly kWh (and kVA or kW if a factor in the rate schedule) of twelve (12) consecutive months estimated use of the prospective customer.

F. Commercial Underground Extension Procedure

(T)

- 1. The Applicant(s) will:
 - Provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill or any other restoration work required.
 - Formpadmount transformer installations the Applicant will also provide:
 - Transformer pad per Company specifications.
 - Service entrance conductors from the padmount location to the service entrance equipment.

DATE FILED: March 14, 1990

EFFECTIVE DATE: May 8, 1990

1a√ager, Rates and Regulation

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5 ORIGINAL SHEET NO. 32

The Company will:

(T)

- Install, maintain, and own all conductors up to the point of connection to the service entrance conductors.
- G. Travel-Trailer Parks Those used mainly for tourist business with no platted streets. The underground will be installed, owned, and maintained by the travel-trailer park owner.

(L)

804 - LINE EXTENSION CONSISTENCY

(N)

All service laterals added to existing underground distribution will be underground. All primary line extensions from existing underground distribution will be underground unless the Company and existing customers agree that an overhead line extension would not violate the consistency of the electric distribution facilities constructed or expected to be constructed. The Applicant shall be required to make an advance non-refundable contribution for the additional estimated construction cost of the overhead line extension.

805 - ROUTES AND RIGHTS-OF-WAY

(T)

The route of a line extension shall be selected by mutual agreement of the Applicant and the Company. The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to the Company of right-of-way for the Company's lines necessary and incidental to the furnishing of electric service to the Applicant and for continuing, upgrading or extending said lines over and across the property owned or controlled by the Applicant. The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also grants to the Company for maintenance purposes, the right, as the Company may see fit, to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots.

806 - LINE EXTENSION LIMITS

In no event shall the Company be required to construct any line extension which, in its opinion, is not capable of further revenue development, or which requires special considerations because of

DATE FILED: March 14, 1990

EFFECTIVE DATE: May 8, 1990

ISSUED BY:

KAILS O. MULLE

Mayager, Rates and Regulation

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5 ORIGINAL SHEET NO. 33

unusual construction requirements, lack of reasonable assurance as to the permanent continuation of required Revenue, or any other unusual conditions.

807 - CONTRACTS

(C)

The Company shall not be required to build an extension beyond the Line Extension Allowance until the prospective customer or customers have signed an acceptable contract guaranteeing to pay the minimum monthly charge as provided by the Rate Schedule under which service is requested for a period of not less than forty-eight (48) months, and the payment of any refundable Advance Deposit and/or non-refundable contribution for line extension construction required under this rule. If the premises to be served is occupied by a tenant or contract for deed holder, the Company may require the property owner to sign the contract.

808 - SERVICE EXTENSIONS TO LOADS OF QUESTIONABLE PERMANENCE

When service is requested for loads of questionable permanence, the Company will install, own, operate, and maintain all distribution facilities up to the point of attachment to the Applicant's service equipment subject to the following:

- A. Charges Prior to commencement of construction, the Applicant shall make an advance payment to the Company in the amount of the Company's estimated construction costs. Such estimates shall include the entire cost of extending the Company distribution facilities and for increasing capacity of its existing facilities to serve the applicant's electric load.
- B. Refunds When such advances are made and when the electric service agreement provides for the refund of advance payments, such refunds will be made to existing customers as a credit equal to twenty percent (20%) of the previous month's billing applied to the current month's billing until the total advance payment is repaid or five (5) years has expired, whichever occurs first.

DATE FILED: March 14, 1990

EFFECTIVE DATE: May 8, 1990

ISSUED BY:

Kyre/D. White

Kanager, Rátes and Regulation

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 5 ORIGINAL SHEET NO. 34

(C)

809 - TAX ADJUSTMENTS

- A. Gross Receipts Charges computed under this Section 800 will be increased by the applicable proportionate part of any 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 or gross receipts.
- B. Excise Tax Refundable advance deposits are not subject to state and local sales tax and sales tax is not to be included in the calculation of the refundable portion of an Applicant's contribution. Excise tax at the rate of two (2) percent is applicable to all non-refundable contributions required by this Section 800.
- C. Federal Income Tax Non-refundable contributions are subject to federal income tax at the time of receipt. As such, non-refundable contributions will be adjusted for the federal income tax resulting from the non-refundable contribution less the net present value of any future tax benefits the Company expects as a result of the construction of the requested facilities for which the non-refundable contribution is being made.

DATE FILED: March 14, 1990

EFFECTIVE DATE: May 8, 1990

ISSUED BY:

Ne D. White

Magager, Rates and Regulation

RAPID CITY, SOUTH DAKOTA

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Fourth Revised Sheet No. 3	Electric Bill Form - Type #1
Fourth Revised Sheet No. 4	Electric Bill Form - Type #2
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	Combined Account Billing (continued)
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DATE FILED: August 26, 1999

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

NY SECTION NO. $\frac{6}{1}$ REPLACES FIRST REVISED SHEET NO. $\frac{1}{1}$

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DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: Donald Maty

Energy Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. __6

FIFTH REVISED SHEET NO. 2

REPLACES FOURTH REVISED SHEET No. __2

Check here if change of address is entered on back of form

RESIDENTIAL CUSTOMER MAILING ADDRESS RAPID CITY SD 57701

hhidadhadhadhadadhdadhdadhdadhdad

Please make check or money order payable to:

BLACK HILLS POWER AND LIGHT 0441 XO8 OS RAPID CITY, SD 57709-1440

> Сигтеля этпочия due 11/01/99: \$60.33 Disconnect amount: 583.7-Account balance: 5144.57 AMOUNT ENCLOSED:

> > Account Number: XX XX XXXXXX XX

Please return top portion with payment, if paying in person please bring entire bill.

Energy Usage

For Service From: (19/10/99 TO 10/07/99 Service Address: STREET ADDRESS

RAPID CITY SD

Billing Date: October !!. (999

Billing Period: 27 days

Account Number: XX XX XXXXXXX XXX

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Pay account balance before November 01, 1999 to avoid a fate payment charge,

Customses are responsible for payment of their electric bill. Please call us at 605-342-0184, or visit your local BHP office when you have questions or concerns.

Thank You For Being Our Customer!



DATE FILED:

August 26, 1999

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

Don Martinez Fnorm

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

FOURTH REVISED SHEET NO. 3

REPLACES THIRD REVISED SHEET No. __ 3_

Please Return this Portion with your Payment Change of Mailing Address

City:____

State: _____Zip:__



Black Hills Power & Life! Energy...for a lifetime.

Thank You For Your Payment.

0147550300000014457

Please return top portion with payment, it daying in person please bring entire bill.

Mail all Payments to:

BLACK HILLS POWER AND LIGHT

0±1 7.0€ OS

RAPID CITY, SD 57709-1440

You may contact BHP at: 209 DEADWOOD AVE

RAPID CITY, SD 57701

OFFICE HOURS: MON-FRI 3AM - 5PM NOOKSI - MAR YACKUTAZ

2810-543-0184 3370HS

www.biackhillscower.com
TO REPORT OUTAGES, PLEASE CALL: (605) 342-3113 OR 1-800-839-3197

Rate Code/Service Type

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- 12 Residential Total Electric
- 14 Residential Demand

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ENERGY RATE SCHEDULE Monthly Customer Charge 57.50 543.70 525 kWh @ \$.0773 556.20

If you disagree with any portion of this bill, please pay the undisputed portion of the bill by the due date and contact us at 605-342-0134. If after an investigation of your billing we cannot agree on an appropriate amount to be paid, you may then contact the Public Utilities Commission for appeal and mediation at 500 East Capitol, Pierre, SD 57501-5070 or by calling 1-505-777-3201.

DATE FILED:

August 26, 1999

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

Don Martinez

N. •

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. __6_

FOURTH REVISED SHEET NO. 4

REPLACES THIRD REVISED SHEET NO.



Check here if change of address is entered on back of form

BUSINESS NAME MAILING ADDRESS RAPID CITY SD 57709.

Iddalladhadhadhadhadalladadhadhadhadh

Please make check or money order payable to:

BLACK HILLS POWER AND LIGHT 20 BOX 1440 RAPID CITY, SD 57709-1440

> Ситера зточна due !!/01/99: 36.546 ... Account balance: 36.545.19 AMOUNT ENCLOSED:

> > Account Number: XX XX XXXXXX XX

Please return top portion with payment. If paying in person please bring entire bill.

Energy Usage

For Service From: 09/09/99 TO 10/07/99 Service Address: STREET ADDRESS RAPID CITY SD

Billing Date: October 11, 1999 Billing Period: 28 days

Account Number: XX XX XXXXXXXXXX

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Pay account balance before November 01, 1999 to avoid a late payment charge.

Customers are responsible for payment of their electric bill. Please call us at 605-342-0134, or visit your local BHP office when you have questions or concerns.

Thank You For Being Our Customer!



DATE FILED:

August 26, 1999

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

V

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. _6

THIRD REVISED SHEET NO. __5

REPLACES SECOND REVISED SHEET No.

Please Return this Portion with your Payment	
Change of Mailing Address	
Street:	
City:	
State: Zip:	Black Hills Power & Life!

Energy...jor a lijenme. Thank You For Your Payment.

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Mail all Payments to: BLACK HILLS POWER AND LIGHT	- [RGY PR		E			
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TO REPORT OUTAGES, PLEASE CALL:		1	- 1	1 1 1		- 1	1 1	1 1	1 1	
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ENERGY RATE SCH		CAPACITY RATE SC 125.0 kVA	HEDULE 5300.00
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If you disagree with any portion of this bill, please pay the undisputed portion of the bill by the due date and contact us at 605-342-0134. If after an investigation of your billing we cannot agree on an appropriate amount to be paid, you may then conduct the Public Utilities Commission for appeal and mediation at 500 East Capitol, Pierre, SD 57501-5070 or by calling 1-605-773-3201.

DATE FILED: August 26, 1999

4. Minimum kVA of

EFFECTIVE DATE: October 20, 1999

ISSUED BY:

Don Martinez

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. _ 6

FIFTH REVISED SHEET NO. _ 6

REPLACES FOURTH REVISED SHEET NO.



Please make check or money order payable to:

BLACK HILLS POWER AND LIGHT PO 80X (440 RAPID CITY, SD 37709-1440

Disconnect Notice

Date of Notice: October 11, 1999

RESIDENTIAL CUSTOMER MAILING ADDRESS RAPID CITY

Current amount due 11/01/99:	\$60.33
Disconnect amount: Account balance:	383.74 3144.37
AMOUNT ENCLOSED:	

Account Number: XX XX XXXCXXX XX

Please return top portion with payment. If paying in person please bring entire bill.

Our records indicate that your account is past due. We realize that oftentimes unpaid bills are simply an oversight. Please check your records. If you have aiready paid your bill, thank you! If you have not made payment, your electric service may be disconnected onless \$83,74 is received by October 25, 1999.

Let us help.

If you are unable to pay your bill, our office may be able to refer you to a social agency for assistance and/or help you arrange a reasonable payment schedule. In case of serious medical conditions and when a physician. health official or social service official can certify that your condition will be severely aggravated by disconnection of your electric service, please contact our office to arrange a mutually satisfactory payment schedule.

BHP also offers a convenient PAID BY BANK program that can save you time, money and give assurance your payment is received on time every month. Our Customer Service Representatives are available to explain the details of the program and assist you with setting up your PAID BY BANK account.

Call us today at 605-342-0184 or stop by our offices at 409 DEADWOOD AVE, RAPID CITY, SD 57702.

If disconnection does occur:

If your payment is not received, your electric service will not be restored until you have paid the disconnect amount plus a reconnection charge. Reconnection charges are: \$10.00 between the hours of 3 am and 5 pm \$30.00 between the hours of 5pm and 10pm \$60.00 between the hours of 10pm and 3am

You may be required to pay a separate security deposit if your service has been disconnected or if you have received more than two disconnect notices within a 12-month period.

Ouestions?

If you disagree with a portion of this bill, please pay the undisputed amount of the bill and contact our office. We will conduct an investigation and work with you to reach a billing agreement. Should you feel you need more assistance, the Public Utilities Commission is available for appeal and mediation at 500 East Capitol Pierre, SD 57501-5070 or by calling 1-800-332-1782.

Please call or visit your local BHP office for answers to all of your electric bill questions and concerns.

Thank you for your prompt attention to this notice.



DATE FILED:

August 26, 1999

EFFECTIVE DATE: October 20,

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
FIRST REVISED SHEET NO. 7
REPLACES ORIGINAL SHEET NO. 7

Elec	stric Power Service Contract (Type #1) State of South Dakota	Contract NumberEffective Date
	THIS CONTRACT, made between BLACK einafter referred to as "Company"), ands "Customer"),	
agre	WITNESSETH: That the parties hereto, ements hereinafter set forth, contract as followers.	
1.	Company shall supply, and the Customer's required for the operation of Customer's eit at its, located at power and energy shall be three (3) phase cycles, at a nominal voltage of voltage.	quipment installed or to be installed by Such , alternating current, approximately 60
2.	Company agrees to extend and maintain its to install all transformers, switches, lightnin and other apparatus necessary for the purpower and energy at the point of delivery Such facilities of Company shall be of suff Customer of (kilowatts) (kilovolt ar constitute the Contract Demand hereunder, anticipated substantial increase in demand date of such increase, and adjustment accordingly.	g, arrestors, meters, recording devices roose of delivering and measuring the which shall be at
3.	Customer shall install and maintain, at its or construction, all other facilities on Customer necessary for the proper reception of electrophysics of such point. Such facilities and Cutypes which will not interfere with other subject to inspection by Company at reasons.	er's side of point of delivery which are rical power and energy and for its use ustomer's plant equipment shall be of ervice rendered by Company and be
<u>1</u> .	Customer agrees to provide Company, with of way on Customer's premises for necessarinstalled by and at cost of Company shall reright to inspect, repair or remove the same	ary lines and apparatus. All apparatus emain its property and it shall have the
5.	The effective date of this contract shall be period of years and thereafter until term two years written notice.	, 19_, and shall continue for a inated by either party giving the other

DATE FILED: October 30, 1996

ISSUED BY:

Don Martinez

Energy Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

FIRST REVISED SHEET NO. 8

REPLACES ORIGINAL SHEET NO. 8

Electric Power Service Contract (Type #1 continued)

- 6. 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 ____, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. 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.
- 7. 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.
- 8. 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 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.
- 9. 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.
- 10. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Energy Services Engineer

Martinea

BLACK HILLS POWER AND LIGHT COMPANY

RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

FIRST REVISED SHEET NO. 9

by Company and Customer. However, the contract is subject to valid orders legally constituted regulatory bodies having jurisdiction over the Company's rat 12. This contract shall inure to and be binding and enforceable upon Customer and assigns, lessees and successors in interest to itslocated and upon Company's assigns, lessees, a successors in interest. ACCORDINGLY, the parties hereto have executed this contract in duplicate to day of, 19, binding and extending to their successors a assigns. ACK HILLS POWER AND LIGHT COMPANY		tric Power Service Contract (Type #1 continued)
assigns, lessees and successors in interest to itslocated and upon Company's assigns, lessees, a successors in interest. ACCORDINGLY, the parties hereto have executed this contract in duplicate t day of, 19, binding and extending to their successors a assigns. ACK HILLS POWER AND LIGHT COMPANY	11.	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 to day of	12.	This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to itslocated at and upon Company's assigns, lessees, and
day of, 19, binding and extending to their successors a assigns. ACK HILLS POWER AND LIGHT COMPANY		successors in interest.
assigns. LACK HILLS POWER AND LIGHT COMPANY		ACCORDINGLY, the parties hereto have executed this contract in duplicate this day of, 19, binding and extending to their successors and
	assig	
		WILD DOWED AND LIQUE COMPANY
Бу:	AUK 1	HILLS POWER AND LIGHT COMPANY
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DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Energy Services Engineer

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
FIRST REVISED SHEET NO. 10
REPLACES ORIGINAL SHEET NO. 9

Electr	State of South Dakota Contract Number Effective Date
(herei to as	THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY nafter referred to as "Company"), and (hereinafter referred "Customer"),
agree	WITNESSETH: That the parties hereto, for and in consideration of the mutual ments 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 equipment installed or to be installed by it at its, located at Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of volts.
2.	Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, 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
3.	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.
4.	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.
5.	The effective date of this contract shall be, 19, and shall continue for a period of years and thereafter until terminated by either party giving the other two years written notice.

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: _____

Dom Martinez Energy Services Engineer BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
FIRST REVISED SHEET NO. 11
REPLACES ORIGINAL SHEET NO. 10

Electric Power Service Contract (Type #2 continued)

- 6. 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 ____, copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. 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.
- 7. 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.
- 8. 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 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.
- 9. 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.
- 10. If for any reason the Customer desires the facilities temporarily disconnected the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. $\frac{6}{12}$

1.	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.
12.	In consideration thereof, Customer agrees to advance to Company for the location and installation of the above named facilities the sum of, and it is understood and agreed that this advance payment does not entitle Customer to an interest in or lien upon the above mentioned facilities.
13.	It is further understood and agreed that Customer, its successors or assigns will receive from the Company, as refund on said amount of paid and to be paid under this Agreement, a credit each month equal to 20% of Customer's bill for the previous month for electric power and energy supplied pursuant to this Agreement for and during a period of five (5) years from the effective date of this Agreement, or for such lesser period of time as will be required to refund the said amount paid, no refund to be made; however, after five (5) years from the effective date of this Agreement.
14.	It is further understood and agreed that the sums to be paid by Customer under the terms of this Agreement do not and shall not constitute or be considered as a deposit or guarantee for service, and should Customer, its successors or assigns, fail to pay for service furnished by the Company, and otherwise to conform to and abide by the Rules and Regulations of the Company, the Company shall have the right without notice or demand to discontinue the furnishing of such service until the defaults in the payments of monthly bills have been fully removed and all payments due the Company have been paid in full.
15.	This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its located at and upon Company's assigns, lessees, and successors in interest.
	ACCORDINGLY, the parties hereto have executed this contract in duplicate this day of—, 19, binding and extending to their successors and
ssig	
CK I	HILLS POWER AND LIGHT COMPANY
	Ву:

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
FIRST REVISED SHEET NO. 13
REPLACES ORIGINAL SHEET NO. 11

	IGATION PUMPING CONTRACT tate of South Dakota	Contract Number Effective Date	1
١.	THIS CONTRACT, made between BLACK HILLS PC einafter referred to as "Company"), andeinafter referred to as "Customer"),		
agre	WITNESSETH: That the parties hereto, for and i ements hereinafter set forth, contract as follows:	n consideration of the mutual	
1.	Company shall supply, and the Customer shall take required for the operation of Customer's equipment is at its Irrigation Pumping Station, located in	all electric power and energy nstalled or to be installed by it	
	Such power and energy shall be Phase, alter 60 hertz, at a nominal voltage of volts.	nating current, approximately	
2.	Company agrees to extend and maintain its lines to to install all transformers, switches, lightning arrestor, other apparatus necessary for the purpose of deliver and energy at the point of delivery which shall be Such facilities of Company shall be of sufficient cap Customer of (horsepower) of elenotify Company of any anticipated substantial increasinnety (90) days prior to date of such increase.	meter, recording devices and ing and measuring the power pacity to satisfy a demand by ectric power. Customer shall	
3.	Customer shall install and maintain, at its own expendent construction, all other facilities on Customer's side of necessary for the proper reception of electrical power beyond such point. Such facilities and Customer's play which will not interfere with other service rendered by inspection by Company at reasonable times.	If points of delivery which are er and energy and for its use nt equipment shall be of types	
4.	Customer agrees to provide Company, without cost, a way on Customer's premises for necessary lines are installed by and at cost of Company shall remain its pright to inspect, repair or remove the same.	nd apparatus. All apparatus	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Don Martinez Energy Services Engineer

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
SECOND REVISED SHEET NO. 14
REPLACES ORIGINAL SHEET NO. 12

Irrigation Pumping Contract (Type #1 continued)

- 5. Company shall bill, and the Customer shall pay for all electric power and energy supplied hereunder pursuant to the rates, charges, terms and conditions set forth in the Irrigation Pumping Schedule as attached hereto, and made a part hereof and upon all other terms and conditions set forth in this Agreement. The net annual charge as determined pursuant to Schedule ______ shall be ______ (plus applicable tax), and one-third (1/3) thereof shall be due and payable in each of the billing months of April, May and June of each calendar year. Bills rendered for energy charges shall be due and payable when received. 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 of 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.
- 6. In the event that any bill for electric service is not paid in accordance with payment provisions set forth herein. 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.
- 7. 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 damages on account of interruption of service.
- 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.
- 9. 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.

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Don Martinez \\
Energy Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
SECOND REVISED SHEET NO. 15
REPLACES ORIGINAL SHEET NO. 13

<u>Irric</u>	gation Pumping Contract (Type #1 continued)
10.	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.
11.	The effective date of this Contract shall be and shall continue for a period of year(s) and thereafter until terminated by either party giving the other not less than thirty (30) days' written notice.
ass	ACCORDINGLY, the parties hereto have executed this Contract in duplicate this day of, 19, binding and extending to their successors and signs.
	BLACK HILLS POWER AND LIGHT COMPANY
Atte	est: By
Atte	est:

DATE FILED: October 30, 1996

ISSUED BY: ____

EFFECTIVE DATE: May 21, 1997

Don Martinez

V

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECOND REVISED

ECTION	NO.	6
SHEET	NO.	16

Energ	gy Storage Service Contract	Contract Number
Sta	ate of South Dakota	Effective Date
	THIS CONTRACT, made between BLA inafter referred to as "Company"), and inafter referred to as "Customer"),	CK HILLS POWER AND LIGHT COMPANY
agree	WITNESSETH: That the parties here ments hereinafter set forth, contract as	eto, for and in consideration of the mutual follows:
1.	required for the operation of Custor installed or to be installed by it at its Such power	ner shall take all electric power and energy mer's qualified energy storage system, located at rand energy shall be three (3) phase, cycles, at a nominal voltage of
2.	to install all transformers, switches, light and other apparatus necessary for the power and energy at the point of delivers. Such facilities of Company maximum on-peak demand by Custo electric power, which shall constitute	shall be of sufficient capacity to satisfy a omer of (kilowatts) of te the Partial Storage Demand Limit e Partial Storage - Cooling option under
3.	construction, all other facilities on Cus necessary for the proper reception of the proper such point. Such facilities an	its own expense, in approved standards of tomer's side of point of delivery which are electrical power and energy and for its use d Customer's plant equipment shall be of er service rendered by Company and be reasonable times.
4.	of way on Customer's premises for neg	, without cost, a suitable location and right cessary lines and apparatus. All apparatus hall remain its property and it shall have the same.
5.	The effective date of this contract sha for a period of <u>three</u> years and there the other <u>twelve months</u> written notice	If be and shall continue after until terminated by either party giving e.
	•	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

and the second second · ·

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. SECOND REVISED SHEET NO.

___6 __17

Energy Storage Service Contract (continued)

- 6. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's electric rate schedule _______, 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. 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.
- 7. 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.
- 8. 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 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.
- 9. 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.
- 10. 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.

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
SECOND REVISED SHEET NO. 18

Energy Storage Ser	vice Contract (continued)
by Company	is of this contract shall not be changed except by writing duly signed and Customer. However, the contract is subject to valid orders o tuted regulatory bodies having jurisdiction over the Company's rates
its assigns, le located at lesses, and s	ent shall inure to and be binding and enforceable upon Customer and esses and successors in interest to its and upon Company's assigns successors in interest. GLY, the parties hereto have executed this contract in duplicate this
day of assigns.	19, binding and extending to their successors and
assigns.	
	BLACK HILLS POWER AND LIGHT COMPANY
Attest:	By
·	
Attest:	Ву
, <u></u>	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: ____

Don Martinez Energy Services Engineer BLACK HILLS POWER AND LIGHT COMPANY SECTION NO. 6

RAPID CITY, SOUTH DAKOTA FIRST REVISED SHEET NO. 19

REPLACES FIRST REVISED SHEET NO. 14

			Bank -							
יוטק	BLACK HILLS POWER Lauthonze Black Hills Power and Light The bank (or linancial institution) name	Company to	initiate variable e	ntries to the	account identifi	ed below for payr	nent.			stru- Slack srns
l Power a	Name of pank (or financial insulution)		Bank routing	number sen	weer these sympos	on to measure it as	r aneox)			of any instru- order of Black to the terms
lack Hills		Street)	(City)		(State)	(Zio code)		(date)	Sillution	amount of de to the ord agreed to
n and return il to	Checking Savings account number This authorization is to remain in effect action such notice, you shall be fully pro- account.	lected iv vou Tulii Levoked	by me in writing, toring any charge t	Until you rece by Black Hills	eive and have n Power and Lig	ad a reasonable t nt Company agair	ime to l		(name of linancial institution)	to pay and to charge to my account the amount of any instru- ment drawn on my account by and payable to the order of Black Hills Power and Light Company. I also agreed to the terms
	Name (please print)							OFIDE	i.e	rarge to my acco if Light
this for	Name (please print)						!	S		っここ
mplete this for pamy.		Street)	(C.ty)		(Stare)	(Zio code)		UN REC	poz	nd to c iwn or wer ar
ease complete this for gfil Company.		· · · · · · · · · · · · · · · · · · ·						OR YOUR REC	authorized	o pay and to one neot drawn or Hills Power an
Please complete this form and return it to Black Hills Power and Light Company.	Fome address (Area code) Telephone number	yment olan.	Dat	inature (as si	nown on bank	record)	 	FOR YOUR RECORDS. On	I authorized	to pay and to or ment drawn or Hills Power ar
Please complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	 	FOR YOUR REC	l authorized	to pay and to control of the control
Picase complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	 	FOR YOUN REC	l authorized	to pay and to o ment drawn or Hills Power an
Picase complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	 	FOR YOUN NEC	I authorized	to pay and to o ment drawn or Hills Power an
Please complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	BER	FOR YOUN REC	L authorized	to pay and to o ment drawn or Hills Power a
Please complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	 	FOR YOUN REC	Lauthorized	to pay and to e ment drawn or Hills Power a
Please complete this for Light Company.	Acc my account to the equalized pa	yment olan.	Dat	inature (as si	nown on bank	record)	I I	FOR YOUN REC	l authorized	to pay and to e ment drawn or Hills Power a

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Don Martinez

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SECTION NO. BLACK HILLS POWER AND LIGHT COMPANY FIRST REVISED SHEET NO. RAPID CITY, SOUTH DAKOTA REPLACES FIRST REVISED SHEET NO. GENERAL OFFICE 802828 ın İnvestor Owned Utilizy RESIDENTIAL ELECTRIC SERVICE GUARANTEE CONTRACT IN THE AMOUNT OF S__ In consideration of Black Hills Power and Light Company, a corporation ("Company"). not requiring a deposit to establish credit for the payment of electric utility service, I. ("Guarantor"), do hereby guarantee payment to the Company for all sums and accounts which shall hereinafter become due or payable to the Company for electric service furnished by the Company to ("Customer"), as shown and indicated by this agreement and the books and accounts of the Company. This contract shall automatically terminate upon the happening of either of the following: (a) After the Customer establishes credit under the provisions of Section 20:10:19:02 of the Administrative Rules of South Dakota; or (b) After 60 days' written notice is given by the Guarantor to the Company. The Company shall notify the Guarantor by first class mail to the Guarantor's address as set forth herein when a disconnect notice has been sent to the Customer. GUARANTOR'S NAME CUSTOMER'S ELECTRIC ACCOUNT NUMBER MAILING ADDRESS CITY, STATE & ZIP CODE CUSTOMER'S NAME CUSTOMER'S SERVICE ADDRESS GUARANTOR'S SIGNATURE CITY, STATE & ZIP CODE

DATE FILED: October 30, 1996

ISSUED BY:

The same of the sa

EFFECTIVE DATE: May 21, 1997

Don MartineZ Energy Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY

FIRST REVISED SHEET NO. _____ REPLACES FIRST REVISED SHEET NO. 16

SECTION NO. 6

STATE OF		DATE	
HE UNDERSIGNED CUS	TOMER REQUESTS <u>BLACK HILLS POW</u> FLOODLIGHTING, TO BE LOCATED AT:	ER AND LIGHT COMPANY TO SUPPLY	PRIVATE OR
		STREET ADDRESS]	[CITY]
S FOLLOWS:	-		
	PAL LIGHT	MONTHLY RATE	MONTHLY
<u>P38MUN</u>	<u>DPE</u>	PER UNIT	CHARGE
	9,500 LUMEN	\$	
	27,500 LUMEN	\$	4.0
	7,000 LUMEN	\$	
	20,000 LUMEN	\$	\$
	SPECIAL INSTALLATION CHARGE	\$	3
	FLOODLIGH	<u>iī\$</u>	\$
	27.500 LUMEN	\$	
	50,000 LUMEN	\$	
	20,000 LUMEN 55,000 LUMEN	\$	
	SPECIAL INSTALLATION CHARGE	\$	\$
	an alternative resident statement of the statement	TOTAL MONTHLY CHARGE	\$
		(PLUS APPUCABLE SALES TAXES)	
ISTALLATION OF THE HE DATE ABOVE AND AYMENT SHALL NOT I HE FACILITIES INSTALL IF THE COMPANY, ANI REMISES AS NECESSA "LISTOMER ACREES TO EXMITS AND/OR EASE COMPANY WILL REPLACE ICHEDILISD DAYTIME IN REPLACEMENT OF BRE HIS REQUEST SHALL I REGULATORY AUTHORI RED THE TERMS OF T ACCURATION APPLICATION REPLACEMENT OF TO RECILIATION APPLICATION REPLACEMENT OF TO RECILIATION APPLICATION RECOULD APPLICATION RECOULD APPLICATION RECOULD THE PRICE ARE IN RECOULD THE TERMS OF T RECOULD THE	OS THAT ACCEPTANCE OF THIS REQ ABOVE UGHTING SERVICE. SERVICE THEREAFTER UNTIL TERMINATED BY BEGIN UNTIL THE LIGHTING IS INSTALLED BY THE COMEANY IN PERFORMA OCCUSTOMER HEREBY GRANTS TO THE INSTALLATION, MAINTEN PROVIDE OR SECURE, WITHOUT COSCINENTS (INCLUDING RAILROAD AND FOLE BURNED—OUT LAMPS AND OTHER WORKING HOURS AS SOON AS PRACT AKAGE FOR ANY REASON SHALL BE SUBJECT TO ALL APPLICABLE RUTHS REQUEST, INCLUDING THE RATE ME TO TIME TO CONFORM TO ANY OF LIE TO THE SERVICE RENDERED HERITAMING BEEN RECEIVED.	ETHER PARTY UPON WRITTEN NOTICE LED. NOCE OF THIS REQUEST SHALL REMAIN SE COMPANY THE RIGHT TO ENTER TO NANCE AND REMOVAL OF SUCH FACIL TO THE COMPANY, ALL NECESSAR' OREST SERVICE PERMITS). TO THE COMPANY, ALL NECESSAR' OREST SERVICE PERMITS). TO THE COMPANY ALL NECESSAR' OREST SERVICE PERMITS. TO THE COMPANY AND THE COLLITION TO THE CUSTOMER AT CO. LES AND VALIO ORDERS OF LEGALLY DEPLICABLE RULES AND REGULATION SCHEDULES AND PROMISIONS THERE	E BILLING AND IN THE PROPERTY HE CUSTOMER'S JITES. Y RICHT-OF-WAY ES DURING REGULARL HE CUSTOMER. MPANYS COST. CONSTITUTED S OF THE COMPANY OF, ARE SUBJECT TO THE RATES, RULES AN
		BEAGN THEES TO WENT THE	
		BY	
	CUSTOMER	BY	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: ____

Don Martinez

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

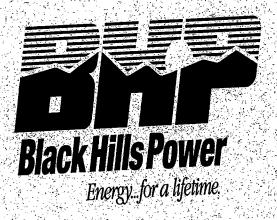
SECTION NO. FIRST REVISED SHEET NO.

22

REPLACES FIRST REVISED SHEET NO.

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Residential Customer Information Booklet



RIGHTS AND RESPONSIBILITIES OF BLACK HILLS POWER AND ITS SOUTH DAKOTA CUSTOMERS

DATE FILED: October 30,

ISSUED B

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
ORIGINAL SHEET NO. 23
REPLACES ORIGINAL SHEET NO. 19

	BLACK HILLS POWER AND LIGHT COMPANY Application and Agreement for Electric Service Extension State of South Dakota
	Contract Number Effective Date
The	"Company" Black Hills Power and Light Company and the "Applicant"
Address	CityStateZip
agree as fo	lows:
(1)	The Company will install and furnish electric service for the Customer at County in accordance County in accordance
	with rates and extension rules on file with the South Dakota Public Utilities Commission.
(2)	The Applicant agrees to accept service under the following rate schedule or if eliminated the most economical and applicable remaining rate schedule for a period of not less than forty-eight (48) months from the date of initial service. The Annual Revenue from service to the Applicant as determined under Section 800 Line Extensions for the Company's Tariffs is \$ resulting in a Line Extension Allowance of \$ of Company financed facilities (cost estimate attached).
	If it is determined at any time subsequent to the execution of this Application that the Applicant has changed the nature of his/her electrical service, the Line Extension Allowance shall be adjusted accordingly, which may result in a charge to the Applicant, if the construction costs exceed the correct Line Extension Allowance.
(3)	If applicable, the Applicant agrees to pay to the Company prior to construction of facilities:
	A refundable advance deposit subject to the rules filed by the Company for the cost of extending electric facilities beyond the Line Extension Allowance determined at (2) above.
(4)	The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of service to customer and for continuing, upgrading or extending said lines over and across the property owned or controlled by Applicant.
	The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: Don Martinez

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BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
ORIGINAL SHEET NO. 24
REPLACES ORIGINAL SHEET NO. 20

- (6) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.
- (7) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
 - a) The Applicant will be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded advance deposit shall not bear interest.
 - The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (3) if the actual revenue from the Applicant's account(s) served during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded advance deposit shall bear simple interest at the rate of seven (7) percent annually.

Refunds will be made only to the Applicant if still receiving service at the same location. Eligibility for refunds under a) above is limited to four (4) years from the effective date of this agreement. In no case shall the total refund to the Applicant exceed the amount of the Advance Deposit. Any Advance Deposit not refunded to the Applicant as set forth above shall be retained and become the property of the Company.

(8) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

APPLICA	NT	BLACK HILLS POWER AND LIGHT COMPANY Accepted by:
Date		Date
Copies:	Applicant Property G.O. Contract File District Office	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

Don Martinez

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
ORIGINAL SHEET NO. 25
REPLACES ORIGINAL SHEET NO. 21

	District	``
	W.O.#	
	BLACK HILLS POWER AND LIGHT COMPANY Optional Seasonal Use	
	Application and Agreement for Electric Service Extension State of South Dakota	
	Contract Number Effective Date	
The '	"Company" Black Hills Power and Light Company and the "Applicant" City	
	Address City Zip Agree as follows:	
(1)	The Company will install and furnish electric service for the Customer at in accordance with rates and extension rules on file with the South Dakota Public Utilities Commission.	
(2)	Applicant has elected this option in place of the seasonal line extension allowance of \$1,000 or a demonstration to the Company's satisfaction that the Applicant's residence to be served is a Permanent Year-Round Dwelling. A Permanent Year-Round Dwelling being the residence which includes a well or water hock-up, sewer or septic-system, automatic heating system and is otherwise likely to be inhabited year-round.	
(3)	The Applicant agrees to accept service under the following rate schedule or if eliminated, the most economical and applicable remaining rate schedule for a period of not less than ninety-six (96) months from the date of initial service. That Annual Revenue from service to the Applicant as determined under Section 800 Line Extensions of the Company's Tariffs is \$ resulting in a Line Extension Allowance of \$ of Company financed facilities (cost estimate attached). The Applicant further agrees to pay a minimum of the annual Revenue amount each year, regardless of electrical consumption, for a period of eight years from the date of this agreement.	
	If it is determined at any time subsequent to execution of this Application that the Applicant has changed the nature of his/her electrical service, the Line Extension Allowance shall be adjusted accordingly, which may result in a charge to the Applicant, if the construction costs exceed the correct Line Extension Allowance.	
(4)	If applicable, the Applicant agrees to pay to the Company, prior to construction of facilities:	
	(a) A refundable Advance Deposit subject to the rules filed by the Company for the cost of extending electric facilities beyond the Line Extension Allowance determined at (3) above. \$	
(5)	The Applicant shall, without cost to the Company, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of	

DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY: ____

Don Martinez Energy Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. 6
ORIGINAL SHEET NO. 26
REPLACES ORIGINAL SHEET NO. 22

service to Customer and for continuing,	upgrading	or extending	said lines	over a	ınd a	across	the
property owned or controlled by Applica	nt.						

- (6) The Applicant shall, without cost to the Company, furnish a cleared right-of-way, and also grants to the Company for maintenance purposes, the right, as the Company may see fit, to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots.
- (7) For underground line extensions and service laterals the Applicant will provide all trenching to the Company specifications, washed sand, or approved bedding, conduit when required, backfill, or any other restoration work required.
- (8) The Applicant will be entitled to refunds of the Advance Deposit under two (2) separate and distinct calculations:
 - (a) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if additional extensions are constructed from the electric facilities requested herein. Only those line extensions which connect directly with the facilities partially financed by the Applicant, without any intervening line extensions will be considered when determining the Applicant's entitlement for a refund. The refund will be equal to the difference between the applicable Line Extension Allowance for the new applicant and the estimated construction cost of the additional electric facilities. The Applicant will receive any applicable refund within thirty (30) days of the Applicant contacting the Company regarding the construction of additional electric facilities. The refunded Advance Deposit shall not bear interest.
 - (b) The Applicant may be entitled to a refund of all or part of any Advance Deposit required under paragraph (4) if the actual revenue from the Applicant's account(s) served during the first four (4) years as a result of this application exceeds the Line Extension Allowance. The refunded Advance Deposit shall bear simple interest at the rate of seven (7) percent annually.
- (9) The refundable Advance Deposit or any portion thereof shall not be assignable by the Applicant. Payments of such refundable Advance Deposit shall continue to be made when due to the Applicant notwithstanding a transfer of the place to which electric service was extended.

Applicant		Black Hills Power and Lig Accepted by:	ght Company
Date		Date	
Copies:	Applicant Property G.O. Contract File District Office		
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DATE FILED: October 30, 1996

EFFECTIVE DATE: May 21, 1997

ISSUED BY:

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO.
ORIGINAL SHEET NO.

<u>6</u> 27

ELECTRIC POWER SERVICE CONTRACT COMBINED ACCOUNT BILLING State Of South Dakota

Contract Number
Effective Date

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY, (hereinafter referred to as "Company"), and _______,(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. <u>Electric Power Supply.</u> Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its multiple service locations described in Exhibit "A". Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at the nominal voltages listed in Exhibit "A".
- 2. Company Facilities. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arresters, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the points of delivery as described in Exhibit "A". Such facilities of Company shall be of sufficient capacity to satisfy an electric power demand by Customer at each service location as listed in Exhibit "A". Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and an adjustment in Contract Demand shall be made accordingly.
- Ombined Account Billing. Customer has elected the "Combined Account Billing" option of the General Service Large rate schedule. The Combined Account Billing option applies to any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. \$ 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh) and peak demand (kW), for each service, will be added together and the combined totals will be used in calculating the Single Customer's electric bill. Single Customer agrees to pay a "Combined Account" service charge, as defined in the GLC rate tariff, each month to cover the administration, billing and metering of the account.
- 4. <u>Coincident Demand and Energy Billing.</u> Upon mutual agreement between Customer and Company, Company agrees to install metering equipment, within ______ years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the Customer must first agree to provide, at Customer's expense, a dedicated telephone circuit at the metering location for each service location and separate account so that Company may access 15 minute interval load data.
- 5. <u>Customer Facilities</u>. 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.

DATE FILED: March 5, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:_

Donald J. Martinez

BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. ORIGINAL SHEET NO.

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- 6. Right Of Way. 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.
- $\underline{\text{Terms.}}$ The effective date of this Agreement shall be _____, ___, and shall continue as long as the Company has the exclusive legal right to serve the 7. customer. At such time as the Customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the Customer may request that the Company meet the terms of a Bona Fide Offer, as defined below, from any alternative energy supplier. In order to qualify as a Bona Fide Offer, the initial term must be at least _____ months. Customer shall provide Company its request for proposal at least _____ weeks prior to the deadline for receiving bids for electric power from alternative energy suppliers. Upon Customer's selection of the bid winner ("Bona Fide Offer"), Customer shall supply to Company the terms and conditions of the Bona Fide Offer and other information which may be pertinent to Company's evaluation of the Bona Fide Offer. Upon personally confirmed receipt of the Bona Fide Offer, the Company will accept or reject Customer's terms and conditions of the Bona Fide Offer within a mutually agreed upon time frame, but no later than _____ days of receiving the Bona Fide Offer. If the Company is unable or unwilling to meet the terms and conditions of the Bona Fide Offer, then Customer shall have the right to take its electric power and energy from the alternative energy supplier. The Company's right hereunder to meet the terms of any Bona Fide Offer from an alternative energy supplier shall extend for _____ years after Customer Choice has been implemented. In the event that Customer takes electric power from an alternative energy supplier under the terms of a contract which extends for less than _____ years after Customer Choice has been implemented, then the Company's right to meet the terms of any Bona Fide Offer from an alternative energy supplier shall again apply at the termination of Customer's contract and the Company's right hereunder shall have first priority over any similar rights (including, without limitation, options to extend) granted to other energy suppliers.
- 8. Payment. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's electric rate schedule General Service-Large (Optional Combined Account Billing GLC-01), copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. 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 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.
- 9. Non-Payment. 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.

DATE FILED: March 5, 1999 EFFECTIVE DATE:

March 15, 1999

ISSUED BY:

Donald J. Martinez Brus Services Engineer

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BLACK HILLS POWER AND LIGHT COMPANY RAPID CITY, SOUTH DAKOTA

SECTION NO. ORIGINAL SHEET NO.

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- No Guarantee Of Continuous Service. 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 damages on account of interruption of service.
- Liability And Indemnification. 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 each 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.
- 12. <u>Disconnect.</u> If for any reason the Customer desires the facilities at any of its service locations be temporarily disconnected, the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.
- 13. <u>Amendments</u>. 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.
- 14. <u>Assignees And Successors.</u> This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its multiple service locations described in Exhibit "A" and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have day of, successors and assigns.	executed this contract in duplicate this, binding and extending to their
Black Hills Power and Light Company	Customer
Ву:	Ву:
Title:	Title:

DATE FILED: March 5, 1999

ISSUED BY:

EFFECTIVE DATE:

March 15, 1999

Donald J. Martinez

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