

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**ELECTRIC SERVICE AGREEMENT FOR
PEAK CONTROLLED SERVICE**

Section No. 8
1st Revised Sheet No. 10
Canceling Original Sheet No. 10

Form No. _____

LT

**Electric Service Agreement
Peak-Controlled**

THIS AGREEMENT, Made this _____ day of _____ by and between NORTHERN STATES POWER COMPANY, a Minnesota Corporation doing business as Xcel Energy, hereinafter called the "Company," and _____ hereinafter called the "Customer," engaged in the business of _____

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

1. **KIND OF SERVICE:** Company agrees to supply and Customer agrees to accept electric service in the form of _____ Phase, _____ Wire, alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _____, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as _____ located at _____

2. **ANNUAL MINIMUM DEMAND CHARGE:** In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any calendar year hereunder, in accordance with the RATE below, amount to less than a minimum charge of _____ per year, the difference between such minimum charge and said net demand charge payment shall be included in the bill for the last month of said year and Customer agrees to pay same as a charge for service rendered.

3. **TERM:** This Agreement shall commence at 12:01 A.M. on _____ and shall continue for a period ending at 12:01 A.M. _____ and if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated.

4. **RATE:** Customer agrees to qualify for and elect the rate schedule for _____. Customer agrees to pay Company's established rate schedule in effect from time to time in this locality for such Service, the established rate schedule now in effect being the one attached hereto. Rate Code _____.

5. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.

6. **MINIMUM AVERAGE MONTHLY DEMAND CHARGE DIFFERENTIAL:** Company agrees that during the term of this agreement, the minimum average monthly demand charge differential between firm and controllable demand will be _____ based on an equal weighting of each month of the year.

7. **MAXIMUM HOURS OF INTERRUPTION:** Company agrees that the total intentional interruptions of controllable demand will not exceed _____ hours per calendar year.

8. **CONTROL PERIOD NOTICE:** Company will endeavor to give Customer one hour notice of commencement of control period.

9. **EXPECTED MAXIMUM DEMANDS:** For the term of this agreement, customer's expected maximum normal demand is _____ kW. The expected maximum normal demand less the predetermined demand level is the expected maximum controlled demand. The customer's expected continuous summer season demand is _____ kW.

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

Standard: Customer agrees to limit adjusted demand to _____ kW during control periods.

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(Continued on Sheet No. 8-11)

Date Filed: 11-29-18 By: Christopher B. Clark Effective Date: 01-22-19
President, Northern States Power Company, a Minnesota corporation
Docket No. EL18-052 Order Date: 01-22-19

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

Section No. 8
1st Revised Sheet No. 11
Canceling Original Sheet No. 11

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

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

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

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

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

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

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

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

NORTHERN STATES POWER COMPANY

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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