# PUBLIC ~~UTILITES~~ UTILITIES COMMISSION OF SOUTH DAKOTA

# SOUTH DAKOTA ELECTRIC RATE BOOK #2

**TARIFF SCHEDULES**
**APPLICABLE TO**
**ELECTRIC SERVICE**
**OF**
**BLACK HILLS POWER, INC. d/b/a Black Hills Energy**


**~~625 9TH STREET~~**
**~~P.O. BOX 1400~~7001 Mt. Rushmore Road**
**RAPID CITY, SOUTH DAKOTA ~~57709~~57702**

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

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## PRELIMINARY STATEMENT

Black Hills Power, Inc. d/b/a Black Hills Energy serves in an area generally described as the Black Hills area in Butte, Custer, Fall River, Lawrence, Meade and Pennington Counties in South Dakota. (T)

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 the text with no change in the rate, rule or condition.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **RESIDENTIAL SERVICE** | Section No. 3 |
| **RATE DESIGNATION - R** | ~~Seventeenth Revised~~Original Sheet No. 1 |
| **Page 1 of 2** | ~~Replaces Sixteenth Revised Sheet No. 1~~ |

## RESIDENTIAL SERVICE

### 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, and other household uses.

This schedule is not applicable to a residence that is used for commercial, professional, or another 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

| Rate | | |
|---|---|---|
| Customer Charge | $12.75 | ~~(I)~~ |
| Energy Charge | All Usage at $0.~~12602~~ 11225 per kWh | (~~R~~D) |
| Minimum | The Customer Charge | |

## RESIDENTIAL SERVICE

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11.~~ (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### 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. 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.
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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**TOTAL ELECTRIC RESIDENTIAL SERVICE** Section No. 3
**RATE DESIGNATION - RTE** ~~Seventeenth~~ Original ~~Revised~~ Sheet No. 3
**Page 1 of 2** ~~Replaces Sixteenth Revised Sheet No. 3~~

# TOTAL ELECTRIC RESIDENTIAL SERVICE

## 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 | $15.00 | ~~(I)~~ |
| Energy Charge | All usage at $0.~~10147~~ 08876 per kWh | (D~~I~~) |
| Minimum | The Customer Charge | |

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**TOTAL ELECTRIC~~AL~~ RESIDENTIAL SERVICE** Section No. 3
**RATE DESIGNATION - RTE** ~~Fourteenth Revised~~Original Sheet No. 4
**Page 2 of 2** ~~Replaces Thirteenth Revised Sheet No. 4~~

## TOTAL ELECTRIC RESIDENTIAL SERVICE

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### 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.
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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **RENEWABLE READY SERVICE** | Section No. 3 |
| **RATE DESIGNATION-RRS** | ~~Tenth Revised~~Original Sheet No. 5 |
| **PAGE 1 OF 5** | ~~Replaces Ninth Revised Sheet No. 5~~ |

## RENEWABLE READY SERVICE

### AVAILABLE

This rate schedule is available to qualifying customer(s) wishing to participate in a renewable energy option on a voluntary basis. Subscribing customers shall commit to renewable energy for no less than five (5) years at any point on the Company's transmission and distribution facilities ("Renewable Ready Service"). Customers taking service under this rate schedule will enter into an agreement related to service under the rate schedule (the "Renewable Ready Subscriber Agreement").

### APPLICABLE

Renewable Ready Service is available for Black Hills Power, Inc. d/b/a Black Hills Energy (the "Company") customers with an aggregate usage of 300,000 kWh or more per year and governmental accounts.

### CHARACTER OF SERVICE

Customers taking service under this tariff will subscribe to a portion of the energy generated by the Company's Renewable Ready Generating Capacity by agreeing to the terms and conditions of the Renewable Ready Subscriber Agreement, which will include, among other things, the obligation to pay the Renewable Ready Charge and to receive a Renewable Ready Credit.

The Company will work with each subscriber to determine an appropriate portion of the energy generated by the Company's Renewable Ready Generating Capacity to place under the Renewable Ready Subscriber Agreement.

### RENEWABLE READY GENERATING CAPACITY

The Company may acquire up to 32.5 MWs of renewable generation ("Renewable Ready Generating Capacity") for the provision of renewable energy to Renewable Ready Service Tariff subscribers.

### RENEWABLE READY APPLICATION FEE

A customer seeking Renewable Ready Service shall pay a $500 non-refundable application fee.

### DETERMINATION OF MONTHLY RENEWABLE READY GENERATION

Subscriber's bill will reflect its subscribed share of the actual kilowatt hours generated by the Renewable Ready Generating Capacity ("Renewable Ready Energy") from the most recent calendar month

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **RENEWABLE READY SERVICE** | Section No. 3 |
| **RATE DESIGNATION-RRS** | Original Sheet No. 5A6 |
| **PAGE 2 OF 5** | |

## RENEWABLE READY SERVICE

### DETERMINATION OF THE RENEWABLE READY CHARGE RATE

The Renewable Ready Charge Rate is based upon the duration of the initial subscription term and will be billed during the initial term and all renewal terms of the Renewable Ready Subscriber Agreement:

Five-year to nine-year subscriptions: $0.028 per kWh

Ten-year to fourteen -year subscriptions: $0.026 per kWh

Fifteen-year to twenty-five-year subscriptions: $0.024 per kWh

### DETERMINATION OF SUBSCRIBER'S RENEWABLE READY CHARGE

The subscriber's Renewable Ready Charge will be calculated by applying the Renewable Ready Charge Rate as defined in the Renewable Ready Subscriber Agreement to the kWh of monthly Renewable Ready Energy delivered to the subscriber. The subscriber's monthly Renewable Ready Charge amount will be calculated as follows:

Renewable Ready Charge = Renewable Ready Charge Rate x Subscriber's Monthly Renewable Ready Energy

### DETERMINATION OF THE RENEWABLE READY CREDIT RATE

The Company will calculate the Renewable Ready Credit Rate annually concurrent with the filing of the ECA. The Renewable Ready Credit Rate will be the same for all subscribers, and will be calculated as follows:

Renewable Ready Credit Rate= A + B; where:

A = Base FPP Cost as defined in Section No. 3C, Tariff Sheet No. 11

B = SD FPPA as defined in Section No. 3C, Tariff Sheet No. 12

### DETERMINATION OF SUBSCRIBER'S RENEWABLE READY CREDIT

The subscriber's Renewable Ready Credit will be calculated by applying the Renewable Ready Credit Rate to the kWh of monthly Renewable Ready Energy delivered to the subscriber. The subscriber's monthly Renewable Ready Credit amount will be calculated as follows:

Renewable Ready Credit = Renewable Ready Credit Rate x Subscriber's Monthly Renewable Ready Energy

## RENEWABLE READY SERVICE

### RENEWABLE READY CHARGE AND CREDIT BILLING

The Company will calculate and apply the Renewable Ready Charge and Credit as part of the monthly bill for electric service to each Renewable Ready Service Tariff subscriber. The Renewable Ready Charge and Credit will be applied in the first full billing month for each Renewable Ready subscriber following the date that the Company records the Renewable Ready Service Tariff subscription.

### COST ADJUSTMENTS

Renewable Ready Charges and Credits are in addition to all other charges under the subscriber's applicable Rate Schedule(s).

### 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 be calculated and included as part of each monthly billing. Non-sufficient funds charge of $1530.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### TERMS AND CONDITIONS

1. Service hereunder is subject to: i) the Company's General Rules and Regulations as approved by the South Dakota Public Utilities Commission and any modifications subsequently approved; and ii) the terms and conditions of a Renewable Ready Subscriber Agreement between the subscriber and the Company.

2. Unsubscribed Renewable Ready Energy will be dispatched into the larger system.

## RENEWABLE READY SERVICE

3. The term of the Renewable Ready Subscriber Agreement will be a minimum of five years and a maximum of twenty-five years plus any one-year renewal terms.

4. The Company will retire the renewable energy credits associated with the Renewable Ready subscriber's share of the Renewable Ready Energy on behalf of the subscriber.,

5. The Renewable Ready Charge, as defined above, is fixed for the term of the contract and any renewal terms.

6. The Renewable Ready Credit Rate, as defined above, will change as approved by the Commission.

7. Renewable Ready subscriptions shall be offered for a four week period (“Initial Subscription Period”) following approval of this tariff. If customers subscribe to more renewable energy than is available, subscriptions will be limited to a pro-rata share of the forecasted annual Renewable Ready Energy with preference given to the longest term contracts. If customers subscribe to less renewable energy than is available, subscriptions will continue to be offered on a first-come, first-served basis until the available Renewable Ready Energy is fully subscribed.

8. At the time of initial subscription, renewal or transfer, the maximum participation level will be set at one hundred percent (100%) of the subscriber's previous year’s usage by service location ("Maximum Participation Level"). If the subscriber does not have a full year of billing history, annual usage may be estimated based on partial year billing or an alternate method.

9. If a subscriber transfers regular service to an alternate service location within the Company’s certificated territory, the Company will transfer the Renewable Ready Service to the alternate service location subject to a $250 charge. Early Termination Fees, as defined in the Renewable Ready Subscriber Agreement, will apply if the subscriber leaves the Company’s certificated territory. Subscribers with multiple service locations within the Company’s certificated territory shall have the option to transfer the Renewable Ready Service from one service location to another service location within the Company’s certificated territory subject to a $250 charge.

## RENEWABLE READY SERVICE

10. The Company shall conduct an annual review of each subscription by examining the subscriber's usage over the prior twelve month period. If the subscriber's usage falls below 90% of the subscription, the Company will reduce the subscription by an equal percentage. Any reduction will result in an early termination fee. Notice of any reduction and associated Early Termination Fee will be provided in writing to the subscriber.

11. All terms and conditions of the Renewable Ready Subscriber Agreement shall apply to any renewal term. Renewable Ready Subscriber Agreements will automatically renew for successive one-year terms at the expiration of the subscriber's current term, unless the agreement is terminated pursuant to the terms and conditions of the Renewable Ready Subscriber Agreement. The Company and/or the subscriber may cancel any automatic renewal of the Renewable Ready Subscriber Agreement and terminate the agreement upon expiration of the current term by providing written notice at least ninety (90) days prior to the end of the current term. If no termination notice is received by either party, it will be deemed a voluntary renewal by the subscriber and Company.

12. As long as Renewable Ready Energy is available, a subscriber may increase its subscription up to its Maximum Participation Level during the term of the Renewable Ready Subscriber Agreement.

13. Early Termination Fees shall be as agreed to in the Renewable Ready Subscriber Agreement.

## TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted 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 for electric energy or service sold, and/or the volume of energy generated and sold.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **SMALL GENERAL SERVICE** | Section No. 3 |
| **RATE DESIGNATION - SGS** | Ninth RevisedOriginal Sheet No. 106 |
| **PAGE 1 OF 2** | Replaces Eighth Revised Sheet No. 6 |

## SMALL GENERAL SERVICE

(N)

### 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. Available to customers whose actual demand is less than or equal to twenty-five (25) kW or to customers whose entire electrical load is for the purposes of outdoor recreational field lighting. 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 | $15.50 |
| Energy Charge | All usage at $0.13101 13293 per kWh (I) |

Minimum

The Customer Charge

## SMALL GENERAL SERVICE

(N)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C.

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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.

### 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. 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.

### 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.

# GENERAL SERVICE

## 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 $~~24.50~~ 17.57 (D~~I~~)

Capacity Charge

$~~12~~9.~~00~~ 37 per kW for first 50 kW of Billing Capacity (D~~I~~)
$~~10.80~~9.01 per kW for all additional kW of Billing Capacity (D~~I~~)

Energy Charge

$0.~~10057~~ 09028 per kWh for the first 3,000 kWh (D~~I~~)
$0.~~08046~~ 07057 per kWh for all additional kWh (D~~I~~)

Minimum

The Capacity Charge of $2.90 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.

## GENERAL SERVICE

### 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.~~

### POWER FACTOR ADJUSTMENT

The current Power Factor charge is zero. In the future, subject to Commission approval, if the power factor for the month is less than eighty-five percent (85%) at the point of delivery, the billing capacity will be increased by multiplying by 85% and then dividing by the customer's power factor expressed as a percent. The power factor is defined as the quotient obtained by dividing the max kW during the billing period by kVA. kVA is defined as the square root of the sum of the squares of the max kW and max kVAR measured during the billing period. (T)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### 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. 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.

## 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**GENERAL SERVICE - TOTAL ELECTRIC** Section No. 3
**RATE DESIGNATION - GTE** ~~Seventeenth Revised~~Original Sheet No. 14~~9~~
**Page 1 of 2** ~~Replaces Sixteenth Revised Sheet No. 9~~

## GENERAL SERVICE – TOTAL ELECTRIC

### 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 $24.~~50~~05 (D~~I~~)

Capacity Charge

$8.54~~12.00~~ per kW for the first 50 kW of Billing Capacity (D~~I~~)
$~~10.80~~7.94 per kW for all additional kW of Billing Capacity (D~~I~~)

Energy Charge

$0.~~06783~~06571 per kWh for the first 6,000 kWh (D~~I~~)
$0.~~06000~~05872 per kWh for all additional kWh (D~~I~~)

Minimum

The Capacity Charge but not less than $2.90 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.

## GENERAL SERVICE – TOTAL ELECTRIC

### 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)

### POWER FACTOR ADJUSTMENT

The current Power Factor charge is zero. In the future, subject to Commission approval, if the power factor for the month is less than eighty-five percent (85%) at the point of delivery, the billing capacity will be increased by multiplying by 85% and then dividing by the customer's power factor expressed as a percent. The power factor is defined as the quotient obtained by dividing the max kW during the billing period by kVA. kVA is defined as the square root of the sum of the squares of the max kW and max kVAR measured during the billing period. (T)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**GENERAL SERVICE - LARGE**
**RATE DESIGNATION - GL**
**Page 1 of 3**

Section No. 3
~~Seventeenth Revised~~Original Sheet No. 16~~1~~
~~Replaces Sixteenth Revised Sheet No. 11~~

## LARGE GENERAL SERVICE ~~- LARGE~~

### 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 the Customer's service voltage (less than 69,000 volts) or secondary voltage (480 volts or below).

### NET MONTHLY BILL

**Primary Service: (SD731)**

Rate

Capacity Charge – On-Peak

$2,~~600~~103.00 for the first 125 kVA or less of Billing Capacity (~~I~~D)
$ ~~15.60~~10.81 for each additional kVA of Billing Capacity (~~I~~D)

Capacity Charge – Off-Peak

Customers having a Contract Capacity of 250 kVA or greater 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

$0.~~04997~~ 04446 per kWh for the first 50,000 kWh (D~~I~~)
$0.~~04497~~ 04278 per kWh for the next 450,000 kWh (D~~I~~)
$0.~~03998~~ 03695 per kWh for each additional kWh (D~~I~~)

Minimum

The Capacity Charge but not less than $2.79 per kVA times the highest Billing Capacity applicable in the twelve months ending with and including the current month, plus any tax adjustment.

## LARGE GENERAL SERVICE ~~- LARGE~~

**Secondary Service: ~~—~~(SD721)**

Rate

Capacity Charge – On-Peak

$2,~~6~~080~~0~~.00 for the first 125 kVA or less of Billing Capacity (D~~I~~)
$ 12~~5~~.48~~60~~ for each additional kVA of Billing Capacity (D~~I~~)

Capacity Charge – Off-Peak

Customers having a Contract Capacity of 250 kVA or greater 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

$0.~~05506~~ 04521 per kWh for the first 50,000 kWh (D~~I~~)
$0.~~04955~~ 04310 per kWh for the next 450,000 kWh (D~~I~~)
$0.~~04405~~ 03806 per kWh for each additional kWh (D~~I~~)

Minimum

The Capacity Charge but not less than $2.79 per kVA times the highest Billing Capacity applicable in the twelve months ending with and including the current month, plus any tax adjustment.

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 month determined by dividing the maximum capacity in kilowatts (kW) by the power factor.
b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months.
c. 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-ampere-hours supplied during the same period. Any leading kilovolt-ampere-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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**LARGE GENERAL SERVICE ~~- LARGE~~**
**RATE DESIGNATION - GL**
**Page 3 of 3**

Section No. 3
~~Fourteenth Revised~~Original Sheet No. ~~13~~18
~~Replaces Thirteenth Revised Sheet No. 13~~

## LARGE GENERAL SERVICE ~~- LARGE~~

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### CONTRACT PERIOD

A period of not less than three years and if not then terminated by at least three months 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 applicable proportionate part of the 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.

## LARGE GENERAL SERVICE – 69 kV

(N)

### AVAILABLE

At points on the Company's existing interconnected distribution 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 and receiving 69 kV service. This schedule is not applicable for temporary, standby, supplementary, emergency, resale, or shared service.

### CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase at the Company's 69 kV distribution facilities (69,000 volts and above).
~~Alternating current, 60 hertz, three phase, at the Customer's service voltage (less than 69,000 volts) or secondary voltage (480 volts or below).~~

(D)

### NET MONTHLY BILL (D)

Rate

Capacity Charge – On-Peak

$23,000414.00 for the first 125 kVA or less of Billing Capacity (N)
$ 158.030 for each additional kVA of Billing Capacity

Capacity Charge – Off-Peak

Customer may elect to receive Off-Peak Service of up to 1.75 times their Billing Capacity at no additional capacity charge above their On-Peak Capacity Charge. Off-Peak Service greater than 1.75 times Billing Capacity will be charged at regular rates and applied in determination of Billing Capacity.

(D)

Energy Charge (D)

$0.~~05206~~ 03621 per kWh for the first 50,000 kWh
$0.~~04165~~ 02975 per kWh for each additional kWh

### DETERMINATION OF BILLING CAPACITY (N)

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 Seventy-five percent of the maximum On-Peak use, whichever is higher; or
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. The minimum level of 125 kVA.

## LARGE GENERAL SERVICE – 69 kV

(N)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C.

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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 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 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.

## INDUSTRIAL CONTRACT SERVICE – 69kV (T)

### AVAILABLE

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

### APPLICABLE

To large industrial power users receiving 69 kV 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 69 kV distribution facilities (69,000 volts and above) stated in the Industrial Service Agreement.

### NET MONTHLY BILL

Rate

Capacity Charge – On-Peak
69 kV Service @ $ 1~~3~~.5~~0~~ per kVA of Billing Capacity (D~~I~~)

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
69 kV Service @ $0.~~04300~~ 02017 per kWh (D~~I~~)

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
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. The minimum level for 69 kV Service will be 10,000 kVA

## INDUSTRIAL CONTRACT SERVICE – 69kV (T)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C, Tariff Sheet No. 11. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $1530.00 (I) shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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 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 will be rendered under the Company's General Rules and Regulations.
2. 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 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.

# PRIVATE OR PUBLIC AREA LIGHTING SERVICE

## AVAILABLE

At points on the Company's existing secondary distribution facilities where un-metered 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 or High Pressure Sodium Vapor (HPSV) or Light Emitting Diode (LED) Fixture(s). Energy-only service is also available for customer-owned Mercury Vapor, High-Pressure Sodium Vapor, and Light Emitting Diode installations. (N)(D)

## 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 | | | |
|---|---|---|---|
| HPSV Luminaire | (100 Watt) | $102.3~~78~~ per unit | (R~~I~~) |
| HPSV Luminaire | (250 Watt) | $~~20~~17.~~85~~ ~~46~~ per unit | (R~~I~~) |
| LED Luminaire | (40 Watt) | $125.97~~26~~ per unit | ~~(N)~~ (R~~D~~) ~~(D)~~ |

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 | | | |
|---|---|---|---|
| HPSV Floodlight | (250 Watt) | $~~29.29~~24.53 per unit | (R~~I~~) |
| HPSV Floodlight | (400 Watt) | $~~54~~45.49~~32~~ per unit | (R~~I~~) |
| LED Floodlight | (90 Watt) | $~~24~~12.97~~62~~ per unit | ~~(D)~~ |
| LED Floodlight | (180 Watt) | $19~~24~~.16~~62~~ per unit | ~~(D)~~ |

## PRIVATE OR PUBLIC AREA LIGHTING SERVICE

**NET MONTHLY BILL** (Continued)

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

| Nominal Lamp Rating | | | |
|---|---|---|---|
| HPSV Luminaire | (35 Watt) | $ | 2.1~~5~~0 per unit |
| HPSV Luminaire | (50 Watt) | $ | 2.1~~5~~0 per unit |
| HPSV Luminaire | (70 Watt) | $ | 2.42~~89~~ per unit |
| HPSV Luminaire | (100 Watt) | $ | ~~4.05~~3.39 per unit |
| HPSV Luminaire | (150 Watt) | $ | ~~5.54~~4.46 per unit |
| HPSV Luminaire | (250 Watt) | $ | ~~7.58~~6.35 per unit |
| HPSV Luminaire | (250 Watt) | $ | ~~7.58~~6.35 per unit |
| HPSV Luminaire | (1,000 Watt) | $ | 2~~7.53~~3.06 per unit |

(R~~I~~)

(D)

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 1.25% of Company’s actual investment in such installation (which shall include poles, wire and all other materials and installation costs).

**COST ADJUSTMENT**

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~.

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer’s bill shall be prorated accordingly.

**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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $15.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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.

## PRIVATE OR PUBLIC AREA LIGHTING SERVICE

### 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.
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~~ failure 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. (T)
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 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 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.

# IRRIGATION PUMPING

## 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

$~~40~~11.28~~50~~ per season per horsepower of connected load. (R~~I~~)

Energy Charge

$0.~~08618~~ 07679 per kWh for all energy used. (R~~I~~)

## METHOD OF BILLING

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

## IRRIGATION PUMPING

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### CONTRACT PERIOD

A period of not less than ten years is required when distribution facilities are expanded or a three year term is required with no distribution facility expansion and then if not terminated by at least thirty (30) days prior written notice by either party, shall continue until so terminated.

### TERMS AND CONDITIONS

1. Service is by Irrigation Pumping Contract (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.

# STREET LIGHTING

## AVAILABLE

At points within 150 feet of the Company's existing secondary 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 cable 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 luminaries and supports will be in accordance with Company specifications.

## STREET LIGHTING

### NET MONTHLY BILL

Rate

a. For fixtures only supported by distribution type wood poles and served aerially within 150 feet of existing secondary distribution:

| Lamp Type & Nominal Rating | Energy Service | Company Owned Total Street Lighting Service | |
|---|---|---|---|
| High-Pressure Sodium Vapor* | | | |
| 35 Watt | $ 2.18~~77~~ | | (R~~D~~) |
| 50 Watt | 2.25~~85~~ | | |
| 70 Watt | 2.60~~3.30~~ | | |
| 100 Watt | 3.66~~4.64~~ | $10.74~~15.57~~ | (I)(T) |
| 150 Watt | 5.00~~6.34~~ | 13.60~~19.72~~ | |
| 250 Watt | 6.85~~8.68~~ | 15.20~~22.04~~ | |
| 400 Watt | 11.25~~14.25~~ | 24.33~~35.28~~ | |
| 1,000 Watt | 24.89~~31.54~~ | | |
| Light Emitting Diode (LED) | | | |
| OH/UG 40 Watt | | | |
| 90 Watt | | $125.51~~57~~/12.17<br>$158.58~~07~~ | (I)<br>(N) |
| 0-99 Watt | $ 2.22~~89~~ | | |
| 100-199 Watt | 4~~5~~.43~~79~~ | | |
| 200-299 Watt | ~~8.68~~6.65 | | (N) |
| 300-399 Watt | ~~11.57~~8.87 | | |
| 400-499 Watt | ~~14.46~~11.08 | | |
| 1,000 Watt | ~~28.93~~22.17 | | |

*The Company Owned Total Street Lighting rates are not available for new mercury vapor or high-pressure sodium vapor street lighting installations.

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

Charge for luminaries and fixtures same as (a) above plus 1.25 percent of the difference between Company's actual investment in such installations and the investment cost of an overhead street lighting installation supported by distribution type wood poles and served aerially within 150 feet of existing secondary distribution.

## STREET LIGHTING

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11.~~ (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 (I) shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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.

### 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 ($1/30^{th}$) of the monthly rate for such lamp shall be deducted for each night of non-illumination after such notice is received.
3. 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 operation. Performance by the Company contemplated hereunder includes, but is not limited to, the replacement of lamps and glassware, the replacement of ballasts 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 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.

# MUNICIPAL PUMPING

## 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

| Rate | Summer Rate | Winter Rate | |
|---|---|---|---|
| Customer Charge | $23~~8~~.81~~50~~ | $23~~8~~.81~~50~~ | (R~~I~~) |
| Capacity Charge | $9.35~~11~~.15 per kW of Billing Capacity | $~~10.50~~8.77 per kW of Billing Capacity | (R~~I~~) |
| Energy Charge per kWh | All usage at $0.~~05630~~ 05133 per kWh | All usage at $0.~~05630~~ 05133 | (R~~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. (D)

~~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. 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 kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.~~

## MUNICIPAL PUMPING

### POWER FACTOR ADJUSTMENT

The current Power Factor charge is zero. In the future, subject to Commission approval, if the power factor for the month is less than eighty-five percent (85%) at the point of delivery, the billing capacity will be increased by multiplying by 85% and then dividing by the customer's power factor expressed as a percent. The power factor is defined as the quotient obtained by dividing the max kW during the billing period by kVA. kVA is defined as the square root of the sum of the squares of the max kW and max kVAR measured during the billing period. (T)

### BILLING PERIOD

Summer Rate: the months of June through October. (N)
Winter Rate: the months of November through May.

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $15.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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.

### TERMS AND CONDITIONS

1. 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.
2. 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.
~~3. 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.~~ (D)
~~4.~~3. 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.

# TRAFFIC SIGNALS

## AVAILABLE

At points within 200 feet of 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 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 $~~23.71~~18.94 (R~~I~~)

Energy Charge

All energy used at $0.~~07905~~ 06313 per kWh (R~~I~~)

Minimum

The Customer Charge.

# TRAFFIC SIGNALS

## COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

## 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

## 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 at reasonable times.

2. 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.

3. 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.

## CUSTOMER SERVICE CHARGE

### APPLICABLE

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

| | |
|---|---|
| R | Regular Residential Service |
| RD | Residential Demand Service |
| RTE | Total Electric Residential Service |
| SGS | Small General Service |
| GS | General Service |
| GTE | General Service – Total Electric |
| UCG | Utility Controlled General Service |
| ES | Energy Storage Service |
| SIGS | Small Interruptible General Service |
| GL | Large General Service – Large |
| GLC | General Service – Large (Optional Combined Account Billing) |
| LPC | Large Power Contract Service |
| LDC | Large Demand Curtailable |
| ICS | Industrial Contract Service |
| ICS – 69kV | Industrial Contract Service – 69kV |
| PAL | Private or Public Area Lighting |
| IP | Irrigation Pumping |
| MP | Municipal Pumping |
| TS | Traffic Signals |
| FPS | Forest Products Service |

### RATE

**CUSTOMER SERVICE CHARGE:** $20.00

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.

2. The Company shall make customer connections during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding ~~legal~~ Company observed holidays. If the Company is required to make connection other than these hours, appropriate overtime fees shall be assessed. (T)

### RECONNECTION

Reconnection of a service which has been disconnected for non-payment of customer's utility account: ~~(T),(I)~~

Payment received before 5:00PM: $30.00

**RECONNECTION (continued)**

TERMS AND CONDITIONS

1. 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.

2. The Company shall make customer connections for non-payment of a bill when payment is received before 5:00 P.M., Monday through Friday, excluding ~~legal~~ Company observed holidays. If the payment necessary for reconnections is received after 5:00 P.M. Mon.-Fri. or weekends and holidays, a fee of $60.00 shall be assessed. (T)

## 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

## TEMPORARY SERVICE

Temporary electric service is available for construction purposes. The customer will be responsible for the direct cost incurred to provide temporary construction power. All temporary service will be provided under General Service tariff. Temporary service is available to customers only after a customer has provided a meter pedistal which meets the requirements of the Company's Engineering Handbook.

Temporary service does not include any costs associated with extending the primary or secondary distribution to the construction site or the installation of the transformer. Customer requested line extensions are provided under Section 800, Line Extensions, of the Company's Rules and Regulations.

# METER TEST DEPOSITS

## 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 | Meter Test Deposit |
|---|---|
| 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.

# LARGE POWER CONTRACT SERVICE

## AVAILABLE

At points on the Company's existing interconnected distribution 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 will be considered by the Company for Large Power Contract Service 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 the Company's distribution voltage (less than 69,000 volts) stated in the Contract Service Agreement.

## NET MONTHLY BILL

Rate

| | | |
|---|---|---|
| Service Charge – | $~~14,000.00~~ 11,196.43 | (R~~I~~) |
| Capacity Charge – | $~~11~~9.15~~55~~ per kVA of Billing Capacity | (R~~I~~) |
| Energy Charge @ | $0.~~03417~~ 02867per kWh for the first 3,000,000 kWh | (R~~I~~) |
| Energy Charge @ | $0.~~03075~~ 02774 per kWh for all additional kWh | (R~~I~~) |

Minimum ~~(C)~~
The charge for the Billing Capacity and the Service Charge.

## 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; determined by dividing the combined maximum capacity in kilowatts (kW) by the power factor; or
b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months; or
c. Eighty percent of the Contract Capacity as stated in the Contract Service Agreement; or
d. The minimum level for Large Power Contract Service will be 6,000 kVA.

## LARGE POWER CONTRACT SERVICE

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.

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $30~~15~~.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### CONTRACT PERIOD

A period of not less than five 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 will be rendered under the Company's General Rules and Regulations.
2. 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.
3. 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 and their annual costs are less on the ~~General Service Large~~Large General Service tariff ~~(SD721)~~ when compared to the annual costs on the tariff currently applied to the account. The account's past 12 months energy use and demand are used when making the comparison. (T)

## LARGE POWER CONTRACT SERVICE

### 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.

## ~~GENERAL SERVICE – LARGE~~LARGE GENERAL SERVICE

(Optional Combined Account Billing)

### 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 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

$~~160~~124.80~~00~~ per service location (R~~I~~)

Capacity Charge

$2,~~600~~080.00 for the first 125 kVA or less of Billing Capacity (R~~I~~)

$ 12~~5~~.48~~60~~ for each additional kVA of Billing Capacity

Energy Charge

$0.~~05506~~ 04521 per kWh for the first 50,000 kWh (R~~I~~)

$0.~~04955~~ 04310 per kWh for the next 450,000 kWh (R~~I~~)

$0.~~04405~~ 03806 per kWh for each additional kWh (R~~I~~)

Minimum

The Service Charge plus the Capacity Charge

## LARGE GENERAL SERVICE ~~– LARGE~~
(Optional Combined Account Billing)

### 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.~~ (D)

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.

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### CONTRACT TERMS

The initial Contract term shall be three years and the Contract shall then 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.

## LARGE GENERAL SERVICE ~~– LARGE~~

(Optional Combined Account Billing)

### 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. Within six months of the Company's meter data management system becoming fully capable of calculating and billing coincident demand, Company will begin adding the demand and energy for each customer account on a coincident basis.

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, their average monthly demand during the previous 12 months is 70 kVA or greater and their annual costs are less on the ~~General Service Large~~Large General Service tariff ~~(SD721)~~ when compared to the annual costs on the tariff currently applied to the account. The account's past 12 month's energy use and demand are used when making the comparison. (T)

5. Accounts must be removed from Combined Billing through an Amendment to Exhibit A and served on the most applicable tariff if the "Single Customer" requirements are no longer applicable. Accounts will be removed from Combined Billing on a case by case basis when the account's annual energy use and demand drop significantly below the size and character of a General Service Large account.

### 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.

## FOREST PRODUCTS SERVICE

### AVAILABLE

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

### APPLICABLE

To companies operating in the Forest Products Industry for their entire electric service requirements who contract for a Billing Capacity of 3,000 kilovolt-amperes (kVA) or more. 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 metered separately located at one location may be included. Each separately metered service must have an average minimum monthly demand of 500 kVA during the previous 12 month period to qualify for the rate. This service 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 distribution voltage (less than 69,000 volts) or secondary voltage (480 volts or below) as stated in their Agreement.

### NET MONTHLY BILL

**Primary Voltage Service**

Rate

Capacity Charge

$1~~3~~13.88~~75~~75 per kVA for the first 5,000 kVA of Billing Capacity (R~~I~~)
$~~9~~9~~10~~10.76~~30~~30 per kVA for each additional kVA of Billing Capacity (R~~I~~)

Energy Charge

$0.~~04720~~03725 per kWh for the first 800,000 kWh (R~~I~~)
$0.~~04248~~03340 per kWh for the next 1,200,000 kWh (R~~I~~)
$0.~~03776~~02898 per kWh for each additional kWh (R~~I~~)

~~(D)~~

## FOREST PRODUCTS SERVICE

**NET MONTHLY BILL** (continued)

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 use during the billing period; or
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. The minimum level will be 2,400 kVA.

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 monthly Billing Capacities during the year will be established and the customer will be notified in writing prior to the implementation.

**COST ADJUSTMENT**

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustments tariff, the customer's bill shall be prorated accordingly.

**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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

**CONTRACT PERIOD**

The initial Contract term shall be three years and the Contract shall then 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

## FOREST PRODUCTS SERVICE

### CONTRACT PERIOD (Continued)

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.

### TERMS AND CONDITIONS

Service will be rendered under the Company's General Rules and Regulations. ~~(T)~~

### TAX ADJUSTMENT

Bills commuted 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 or sold.

## SOUTH DAKOTA ELECTRIC RATE BOOK #2

**BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF**
**RATE DESIGNATION - BCIS**
**Page 1 of 2**

Section No. 3
Original Sheet No. 47 (L)

## BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF

### AVAILABLE

This Blockchain Interruptible Service Tariff (the "BCIS Tariff") is available to new customers that desire interruptible load, interconnected with Black Hills Power, Inc. d/b/a Black Hills Energy's ("Black Hills Power" or the "Company") system, of 10,000 kW (10 MW) or greater. Interruptions will be at the Company's discretion, but no later than 15 minutes prior to the interruption time. Each new customer that takes service under the BCIS Tariff will enter into a Blockchain Interruptible Service Tariff Service Agreement (the "BCIS Agreement") with the Company.

### APPLICABILITY

Customers that request Blockchain Interruptible Service ("BCIS") will be considered upon written application to the Company. Upon receipt of the customer's written application and any additional information the Company may require, the Company and the customer may, at the sole discretion of the Company, commence negotiation of rates and terms and conditions of service under the BCIS Tariff. The electric service under this tariff is not applicable to 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.

### BCIS AGREEMENT

As a condition to be eligible for service under the BCIS Tariff, each customer is required to enter into an BCIS Agreement. Once the BCIS Agreement is executed by both Black Hills Power and the new customer, Black Hills Power will file the BCIS Agreement with the South Dakota Public Utilities Commission for their approval.

The BCIS Agreement shall be in accordance with the provisions of this BCIS Tariff and at a minimum shall include:

1. Electric service is for new interruptible load of 10,000 kW (10MW) or greater;
2. A term of at least two (2) years not to exceed (5) years;
3. Pricing terms, subject to renegotiation at least every three (3) years;
4. Identification of specific customer costs for any required infrastructure necessary to serve the customers load and how those costs will be paid for by the customer;
5. Negotiated service interruption provisions (size of interruptible load, notice of planned interruption, duration of interruption, and maximum hours of interruptions per year, including procedures for service interruptions);
6. BCIS customers that fail to interrupt service as required by the BCIS Agreement shall be responsible for all costs incurred by the Company due to such failure;
7. A release of liability of the Company for any losses or damages, including consequential damages, caused by or resulting from any interruption of service;
8. Terms and conditions of service shall be those contained in the BCIS Agreement; and

9. Customer shall not be eligible for any discounts or service conditions except as provided for in the BCIS Agreement.

## SOUTH DAKOTA ELECTRIC RATE BOOK #2

**BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF** Section No. 3
**RATE DESIGNATION - BCIS** Original Sheet No. 48
**Page 2 of 2** (L)

## BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF

Customers that are served under this BCIS Tariff that do not maintain the criteria listed above will have their electric service either terminated or moved to an otherwise applicable rate schedule.

### MONTHLY RATE

All charges for service under this tariff shall be in accordance with the BCIS Agreement.

### COST ADJUSTMENT CHARGES

Customers receiving service under the BCIS Tariff shall not be charged the Company's Energy Cost Adjustment ("ECA") Rate, which is comprised of an ECA Base Cost Rate, which includes a Base Fuel and Purchase Power Cost ("FPP") and a Base Transmission Cost ("TC"), the Company's Fuel and Purchased Power Adjustment ("FPPA") and the Company's Transmission Cost Adjustment ("TCA").

Customers receiving service under the BCIS Tariff shall not be charged the Company's Environmental Improvement Adjustment ("EIA") Rate.

Customers receiving service under the BCIS Tariff will be charged the Company's Transmission Facility Adjustment ("TFA") Rate and once the TFA is rate based, BCIS customer will be allocated their share of the base rate portion of the TFA revenue requirement.

### CREDIT SUPPORT

The Company may require from the BCIS customer a deposit or other Company approved credit support as outlined in the BCIS Agreement. The credit support shall not be considered as an advance payment of any bills for service to be rendered but shall be held as security for payment of obligations incurred on behalf of the customer.

### 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 be calculated and included as part of each monthly billing. 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.

### 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 because of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold, and/or volumes of energy generated or so

## RESIDENTIAL DEMAND SERVICE (OPTIONAL)

### 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 schedule is not applicable to a residence that 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

Customer Charge $17.00

Energy Charge (R~~I~~)
All usage at $0.~~02948~~ 02755 per kWh

Demand Charge (R~~I~~)
All kW of Billing Demand at $~~12~~10.45~~00~~ per kW

Demand Charge - Off-Peak (Maximum Value Option) (R~~I~~)
All Off-Peak kW of Billing Demand exceeding 3.0 times On-Peak Demand at $10~~12~~.45~~00~~ per kW

Minimum
The Customer Charge

## RESIDENTIAL DEMAND SERVICE (OPTIONAL)

### 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. Maximum off-peak demand will be limited to 3 times the On-Peak demand setting in all new demand controller installations. Company may consider programming customer's existing demand controller to limit off-peak use to 3 times the On-Peak setting, depending on the size of the customer's off-peak load. The 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. The hours may be shifted one (1) hour in accordance with the recognized Daylight Savings Time (DST) in the local area and customers will be given prior notice of such change. 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.

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C, Tariff Sheet No. 11. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $15.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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.

## RESIDENTIAL DEMAND SERVICE (OPTIONAL)

### 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 residential service rates.

### 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.

(D)

~~(RESERVED FOR FUTURE USE)~~

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~~(RESERVED FOR FUTURE USE)~~

# ENERGY STORAGE SERVICE

## AVAILABLE

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

## APPLICABLE

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

## CHARACTER OF SERVICE

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

## NET MONTHLY BILL

Rate

Customer Charge

$18.6424.50 per month (R)

Energy Charge

Off-Peak: $0.02105 01520 per kWh (R)
On-Peak: $0.04209 04260 per kWh (I)

Capacity Charge

Off-Peak: no charge
On-Peak: $146.4500 per kW of Billing Capacity (R)

Minimum

The Customer Charge

## ENERGY STORAGE SERVICE

### 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 0.75 kW per ton will be used for Cool Storage applications.

### POWER FACTOR ADJUSTMENT

The current Power Factor charge is zero. In the future, subject to Commission approval, if the power factor for the month is less than eighty-five percent (85%) at the point of delivery, the billing capacity will be increased by multiplying by 85% and then dividing by the customer's power factor expressed as a percent. The power factor is defined as the quotient obtained by dividing the max kW during the billing period by kVA. kVA is defined as the square root of the sum of the squares of the max kW and max kVAR measured during the billing period. (T)

### BILLING PERIOD:

On-Peak Period

Summer months of April-October:
Weekdays only, except Holidays, between 4:00 pm and 10:00 pm Mountain Time.

Non-Summer months of and November-March:
Weekdays only, except Holidays, between 6:00 am and 12:00 pm Mountain Time.

Off-Peak Period
All hours that are not On-Peak.

In addition to the normal Off-Peak periods, the following holidays are considered Off-Peak: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## SOUTH DAKOTA ELECTRIC RATE BOOK #2



## ENERGY STORAGE SERVICE

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $30~~15~~.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

~~(T)~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **ENERGY STORAGE SERVICE** | Section No. 3A |
| **RATE DESIGNATION - ES** | ~~Eighth Revised~~Original Sheet No. ~~8~~7 |
| **Page ~~3~~ 4 of ~~5~~6** | ~~Replaces Seventh Revised Sheet No. 8~~ |

## ENERGY STORAGE SERVICE

### TERMS AND CONDITIONS

1. Service will be rendered under the Company's General Rules and Regulations where not inconsistent with any specific provisions of this rate schedule or the service contract.

2. Service will be provided under this rate schedule only to customers who have contracted for service for an initial term of not less than three years. The contract may be terminated at any time on or after the expiration date of the initial term by twelve months written notice.

3. The Company will supply and maintain Time-of-Use metering to provide Off-Peak energy to Full Storage systems and 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 terminated.

5. The Company may, at its option, install in the energy storage circuit load limiting devices to limit the total load to be served through the energy storage circuit.

~~6. Off-Peak Hours:~~

~~Summer Months (April 1 – October 31)~~
~~10:00 p.m. – 10:00 a.m. Monday through Friday~~

~~Winter Months (November 1 – March 31)~~
~~11:00 p.m. – 7:00 a.m. Monday through Friday~~

~~Both Seasons Saturdays, Sundays, and major holidays are considered Off-Peak.~~

~~The hours may be shifted one (1) hour in accordance with the recognized Daylight Savings Time (DST) in the local area and customers will be notified prior to such change.~~

## ENERGY STORAGE SERVICE

7.6. MEANS OF CONTROL:

On Full Storage and Partial Storage systems, Company will install time of use metering to monitor on-peak demand limits. If the On-Peak limit is exceeded the Penalty for Non-Compliance will be assessed.

8.7. QUALIFIED SYSTEMS:

A. Full Storage – Available to heating, water heating, cooling, battery storage and water pumping applications that are able to store energy during Off-Peak periods for use during On-Peak periods.

B. Partial storage – Cooling – Partial storage equipment size must be at least 25% less than conventional equipment size during On-Peak 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 and Water Heating – Electric heating and water heating equipment used with Off-Peak storage capability and a heat storage medium (sand, bricks, liquid, etc.) qualify for partial storage when used in the applications listed below. A penalty for non-compliance will be assessed if the partial storage limit is exceeded.
    1. An Electric Boiler used in combination with water loop heat pumps qualifies for Partial Storage. The Electric Boiler size must be 25% less than conventional equipment during On-Peak periods. Water-loop heat pumps, air handling equipment, and circulating pumps do not qualify.
    2. Resistance Heat and Water Heating qualify for Partial Storage when no more than 50% of the system capacity is allowed to operate during On-Peak periods.

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.

E. Partial Storage – Snowmaking – Partial storage equipment size must be at least 50% less than conventional equipment during On-Peak time periods. Primary snowmaking equipment eligible for the rate includes air compressors and water pumps.

## ENERGY STORAGE SERVICE

8. DESIGN REVIEW:

Detailed design information must accompany each Energy Storage Application including:

A. A 24-hour design day cooling, heating, water pumping, 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 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.

**(RESERVED FOR FUTURE USE)** (D)

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 3A
~~Eighth Revised~~Original Sheet No. 1~~12~~
~~Replaces Seventh Revised Sheet No. 12~~

**(RESERVED FOR FUTURE USE)**

. (D)

## LARGE DEMAND CURTAILABLE SERVICE (LDC) - (CLOSED)

### 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 following conditions:

| Minimum Prior Notification | Minimum Curtailment Length | Maximum Curtailment Length |
|---|---|---|
| None | 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
$12~~5~~.48~~75~~ per kVA of Billing Capacity (R~~I~~)

Energy Charge
All usage at $0.~~04618~~ 03888 per kWh (R~~I~~)

Minimum
The Capacity Charge less Curtailable Load Credit.

### CURTAILABLE LOAD CREDIT

The monthly bill shall be reduced for the excess, if any, that Billing Capacity exceeds Firm Service Capacity at $ 6~~7~~.24~~88~~ per kVA. (R~~I~~)

## LARGE DEMAND CURTAILABLE SERVICE - (CLOSED)

### 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:

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

## LARGE DEMAND CURTAILABLE SERVICE - (CLOSED)

### 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 customer, 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. The 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 most available 69 kV distribution facilities or primary distribution voltage (2,400 volts to 24,900 volts) to the customer's utilization voltages, shall receive a monthly credit of $0.30 per kVA of Billing Capacity for 69 kV distribution facilities and $0.18 per kVA of Billing Capacity for primary distribution service.

## LARGE DEMAND CURTAILABLE SERVICE - (CLOSED)

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No. 3C, Tariff Sheet No. 11. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $1530.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

### 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

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

2. 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.

## LARGE DEMAND CURTAILABLE SERVICE - (CLOSED)

### 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 Curtailable 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 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 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 3A
~~Eighth Revised~~Original Sheet No. 1~~78~~
~~Replaces Seventh Revised Sheet No. 18~~ (D)

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**(RESERVED FOR FUTURE USE)** (D)

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 3A
~~Fourth Revised~~Original Sheet No. 19~~20~~
~~Replaces Third Revised Sheet No. 20~~

**(RESERVED FOR FUTURE USE)** (D)

## BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF (BCIS)

(N)
(L)

1. Electric service is for new interruptible load of 10,000 kW (10MW) or greater;
2. A term of at least two (2) years not to exceed (5) years;
3. Pricing terms, subject to renegotiation at least every three (3) years;
4. Identification of specific customer costs for any required infrastructure necessary to serve the customers load and how those costs will be paid for by the customer;
5. Negotiated service interruption provisions (size of interruptible load, notice of planned interruption, duration of interruption, and maximum hours of interruptions per year, including procedures for service interruptions);
6. BCIS customers that fail to interrupt service as required by the BCIS Agreement shall be responsible for all costs incurred by the Company due to such failure;
7. A release of liability of the Company for any losses or damages, including consequential damages, caused by or resulting from any interruption of service;
8. Terms and conditions of service shall be those contained in the BCIS Agreement; and
9. Customer shall not be eligible for any discounts or service conditions except as provided for in the BCIS Agreement.

Customers that are served under this BCIS Tariff that do not maintain the criteria listed above will have their electric service either terminated or moved to an otherwise applicable rate schedule.

### MONTHLY RATE

All charges for service under this tariff shall be in accordance with the BCIS Agreement.

### COST ADJUSTMENT CHARGES

Customers receiving service under the BCIS Tariff shall not be charged the Company's Energy Cost Adjustment ("ECA") Rate, which is comprised of an ECA Base Cost Rate, which includes a Base Fuel and Purchase Power Cost ("FPP") and a Base Transmission Cost ("TC"), the Company's Fuel and Purchased Power Adjustment ("FPPA") and the Company's Transmission Cost Adjustment ("TCA").

## BLOCKCHAIN INTERRUPTIBLE SERVICE TARIFF (BCIS)

(N)

(L)

Customers receiving service under the BCIS Tariff shall not be charged the Company's Environmental Improvement Adjustment ("EIA") Rate.

Customers receiving service under the BCIS Tariff will be charged the Company's Transmission Facility Adjustment ("TFA") Rate and once the TFA is rate based, BCIS customer will be allocated their share of the base rate portion of the TFA revenue requirement.

### CREDIT SUPPORT

The Company may require from the BCIS customer a deposit or other Company approved credit support as outlined in the BCIS Agreement. The credit support shall not be considered as an advance payment of any bills for service to be rendered but shall be held as security for payment of obligations incurred on behalf of the customer.

### 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 be calculated and included as part of each monthly billing. 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.

### 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 because of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold, and/or volumes of energy generated or sold.

**~~(Reserved)~~**

~~(n)~~
~~(d)~~

(L)

(L)

**(Reserved)**

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(L)

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

| | |
|---|---|
| **SCHEDULE 13** | Section No. 3B |
| **COGENERATION & SMALL POWER PRODUCTION SERVICE** | Original Sheet No. 1 |
| **SIMULTANEOUS POWER** | |
| **RATE DESIGNATION -SP** | ~~Seventh Revised Sheet No. 9~~ |
| **Page 1 of 2** | ~~Replaces Sixth Revised Sheet No. 9~~ |

## SCHEDULE 31
## COGENERATION AND SMALL POWER PRODUCTION SERVICE
## 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

2.48¢ per kWh of cogeneration delivered ~~(R)~~

### 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:

## SCHEDULE 13
## COGENERATION AND SMALL POWER PRODUCTION SERVICE
## SIMULTANEOUS POWER

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.

(L)

~~(Reserved)~~ ~~(T)~~

(D)

~~(Reserved)~~ ~~(T)~~

~~SOUTH DAKOTA ELECTRIC RATE BOOK~~

~~Section No. 3C~~
~~Fourth Revised Sheet No. 3~~
~~Cancels Third Revised Sheet No. 3~~

(D)

**~~(Reserved)~~**

~~(T)~~

(D)

**~~(Reserved)~~**

~~(T)~~

# PHASE IN PLAN RATE

## APPLICABLE

The Phase In Plan Rate (PIPR) applies to all rate schedules for all classes of service authorized by the Commission.

The PIPR shall be calculated based on forecasted calculated revenue requirements as outlined in Docket No. EL12-062 and forecasted kWh and kW/kVA billing by customer class, as described below, and shall include an over-or-under recovery through the Balancing Account, including a true up component. ~~(T)~~

## PHASE IN PLAN RATE

The PIPR shall be determined by allocating the revenue requirement by the Customer Class Allocators listed on Table 1, Section No. 3C, Tariff Sheet No. 16. The net revenue requirement shall include an over or under recovery from prior adjustments through the Balancing Account. The PIPR revenue requirement for each customer class shall be divided by the forecasted kWh or kW/kVA billing by customer class for the timeframe PIPR is being calculated. The PIPR rate shall be rounded to the nearest $0.00001 per kWh or $0.01 per kW/kVA. ~~(T)~~ ~~(T)~~

The PIPR rate may be adjusted with approval of the Commission. The PIPR Rate is as follows:

| | | |
|---|---|---|
| Residential Service: | $0.00 /kWh | ~~(D)~~ |
| General Service Small: | $0.00 /kW | ~~(D)~~ |
| General Service Large: | $0.00 /kVA | ~~(D)(T)~~ |
| Industrial Contract Service: | $0.00 /kVA | ~~(D)(T)~~ |
| Lighting Service: | $0.00 /kWh | ~~(D)~~ |

PIPR Balancing Account amount is the difference between 1) the actual PIPR Revenue Requirement by customer class and 2) the actual amount recovered by customer class in the respective timeframe through the PIPR. The true up component consists of forecasted costs being trued up to actual costs; any variance will flow through the Balancing Account. The Balancing Account amount shall have interest applied or credited monthly at the annual rate of seven percent (7%).

Forecasted Retail Billing Volumes shall be the estimated total retail electric billing kWh for the designated recovery period for the Residential and Lighting customers, effective November 1. The Small General Service, Large General Service and the Industrial Contract Service customer classes, effective November 1 shall be the total retail electric billing kW/kVA for the designated recovery period. ~~(T)~~ ~~(T)~~

## EFFECTIVE DATE

The PIPR shall be effective for rates on and after April 1 and updated on a regular basis. Each PIPR compliance filing shall be made no later than 30 days prior to the requested effective date for Commission review and audit. Rates are effective on an interim basis and are subject to refund should the Commission find issue with the rate calculation under this tariff. The rates are subject to true-up and are further subject to the Commission's right to perform an annual review and to adjust the PIPR as a result of that annual review. ~~(T)~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 3C
~~Sixth Revised~~Original Sheet No. ~~5A~~2
~~Cancels Fifth Revised Sheet No. 5A~~

**(Reserved for Future Use)** ~~(T)~~

(D)

**~~(Reserved)~~**

~~(T)~~

(D)

(Reserved) (T)

(D)

**(Reserved)**

(T)

# Winter Storm Uri Cost Rates

(I)

## Applicable

The Winter Storm Uri Cost Rate(s) applies to all rate schedules for all classes of service authorized by the Commission. This rate schedule was authorized by the Commission in Docket No. EL21-016 (D)

**Residential**

| | | | |
|---|---|---|---|
| SD714 | BHP-SD-Residential Demand Service | $ 0.0165 | per kWh |
| SD716 | BHP-SD-Residential Dem Srv-Max | $ 0.0165 | per kWh |
| SD887 | BHP-SD-Net Bill-Resid TotElec-Max | $ 0.0165 | per kWh |
| SD710 | BHP-SD-Residential Service | $ 0.0165 | per kWh |
| SD875 | BHP-SD-Net Billing-Residential | $ 0.0165 | per kWh |
| SD712 | BHP-SD-Total Elec-Residential Serv | $ 0.0165 | per kWh |
| SD876 | BHP-SD-Net Billing-Resid Totl Elec | $ 0.0165 | per kWh |
| SD717 | BHP-SD-Util Controlled-Resid Serv | $ 0.0165 | per kWh |

**Small General Service**

| | | | |
|---|---|---|---|
| SD755 | BHP-SD-Energy Storage Service | $ 0.0132 | per kWh |
| SD718 | BHP-SD-Gen Serv No Demand-Ballfld | $ 0.0132 | per kWh |
| SD720 | BHP-SD-General Service | $ 0.0132 | per kWh |
| SD750 | BHP-SD-Small Interruptible GS | $ 0.0132 | per kWh |
| SD770 | BHP-SD-General Serv-Special Events | $ 0.0132 | per kWh |
| SD878 | BHP-SD-Net Billing-General Service | $ 0.0132 | per kWh |
| SD726 | BHP-SD-Irrigation Pumping | $ 0.0132 | per kWh |
| SD743 | BHP-SD-Municipal Pumping | $ 0.0132 | per kWh |
| SD723 | BHP-SD-General Serv-Total Electric | $ 0.0132 | per kWh |
| SD727 | BHP-SD-Util Controlled Service | $ 0.0132 | per kWh |

## Winter Storm Uri Cost Rates Continued

(D)
(I)

(I)

**Large General Service**

| | | | |
|---|---|---|---|
| SD721 | Large General Service | $ 0.0102 | per kWh |
| SD731 | Large General Service | $ 0.0102 | per kWh |
| SD771 | Large General Service | $ 0.0102 | per kWh |
| SD827 | Large General Service | $ 0.0102 | per kWh |
| SD826 | Large General Service | $ 0.0102 | per kWh |
| SD890 | Large General Service | $ 0.0102 | per kWh |
| SD722 | Large General Service | $ 0.0102 | per kWh |
| SD822 | Large General Service | $ 0.0102 | per kWh |

**Industrial Contract Services**

| | | | |
|---|---|---|---|
| SD774 | ICS | $ 0.0125 | per kWh |
| SD764 | ICS | $ 0.0125 | per kWh |
| SD765 | ICS | $ 0.0125 | per kWh |
| SD761 | ICS | $ 0.0125 | per kWh |

**Public Street Lighting**

| | | | |
|---|---|---|---|
| SD840 | BHP-SD-SL-14 Street Lights Co Ownd | $ 0.0150 | per kWh |
| SD841 | BHP-SD-SL-14 Street Lights CUEM | $ 0.0150 | per kWh |
| SD741 | BHP-SD-SL-14 Str Lights Cust Owned | $ 0.0150 | per kWh |
| SDA24 | BHP-SD-PAL 17 Part A | $ 0.0150 | per kWh |
| SDB24 | BHP-SD-PAL 17 Part B | $ 0.0150 | per kWh |
| SDC24 | BHP-SD-PAL 17 Part C | $ 0.0150 | per kWh |
| SD742 | BHP-SD-Traffic Signals | $ 0.0150 | per kWh |

Effective Date

The Winter Storm Uri Cost Rate will be effective from June 1, 2021 through May 31, 2022.

## COST ADJUSTMENT SUMMARY

| Rate Schedule | Base Costs[1] | ECA[2] | EIA[3] | TFA[4] | Total Rate ($/kWh) | |
|---|---|---|---|---|---|---|
| Residential Services | $0.0227 | $0.03304 | $0.00000 | $0.00000 | $0.05574 | (I) |
| Small General Service | $0.0227 | $0.03444 | $0.00000 | $0.00000 | $0.05714 | (I) |
| Large General Service | $0.0227 | $0.03324 | $0.00000 | $0.00000 | $0.05594 | (I) |
| Industrial Contract Service | $0.0227 | $0.03274 | $0.00000 | $0.00000 | $0.05544 | (I) |
| Lighting Service | $0.0227 | $0.03434 | $0.00000 | $0.00000 | $0.05704 | (I) |

[1]Base Costs are comprised of:
Base FPP Costs of $0.~~0146~~03324/kWh as approved by the South Dakota Public Utilities Commission (the Commission) in Docket ~~EL09~~EL26-0~~03~~18.; ~~prior to June 16, 2013 the Base FPP Costs were recovered through base rates~~
Base Transmission Costs of $0.~~0081~~01315 as approved by the Commission in Docket ~~EL09~~EL26-~~018~~003.; ~~prior to June 16, 2013 the Base Transmission Costs were recovered through base rates~~

[2]Energy Cost Adjustments (ECA) is comprised of:
Fuel and Purchased Power Adjustment (FPPA) Sheet No. 4~~12~~
Transmission Cost Adjustment (TCA) – Sheet No. 9~~17~~

[3]Environmental Improvement Adjustment (EIA) – Sheet No. 12~~20~~

[4] Transmission Facility Adjustment (TFA) Sheet No. 14~~22~~

## FUEL AND PURCHASED POWER ADJUSTMENT

### APPLICABLE

This Fuel and Purchased Power Adjustment (FPPA) applies to all rate schedules for all classes of service authorized by the South Dakota Public Utilities Commission (Commission).

The FPPA shall be calculated annually based on actual system costs for Fuel and Purchased Power (FPP) for the twelve months of ~~April~~ January through ~~March~~ December as compared to the base year FPP costs, and shall include an over-or-under recovery from prior years' adjustments through the Balancing Account. Black Hills Power, Inc. (the Company) will update and make a FPPA filing with the Commission on an annual basis no later than ~~May 10th~~ March 1st.

### FUEL AND PURCHASED POWER ADJUSTMENT CALCULATION

For the Twelve months Ended ~~March~~ December 31, 202~~5~~6 (T)

| | | | | | |
|---|---|---|---|---|---|
| 1. | Annual System FPP Costs | $ | 62,557,588 | | (I) |
| 2. | Annual Retail Energy Sales | | 1,832,091,334 | kWh | (D) |
| 3. | FPP Cost /kWh (Line 1 ÷ Line 2) | $ | 0.03415 | /kWh | (I) |
| 4. | Approved Base FPP Costs | $ | 0.01460 | /kWh | |
| 5. | FPP Cost /kWh Difference (Line 3 – Line 4) | $ | 0.01955 | /kWh | (I) |
| 6. | Total FPP Change from Base (Line 2 x Line 5) | $ | 35,817,386 | | (I) |
| 7. | South Dakota Annual Retail Energy Sales | | 1,498,393,217 | kWh | (I) |
| 8. | Total SD (Refund) / Charge (Line 5 x Line 7) | $ | 29,293,587 | | (I) |
| 9. | SD Balancing Account (+/-) | $ | 3,423,698 | | (I) |
| 10. | Incremental SD Jurisdictional Costs | $ | 11,481,216 | | (I) |
| 11. | Rate Case True-up Items | $ | 0 | | |
| 12. | Net SD Amount to (Refund)/Charge (Line 8 through Line 11) | $ | 44,198,501 | | (I) |
| 13. | Projected South Dakota Retail Energy Sales | | 1,593,133,437 | kWh | (D) |
| 14. | SD FPPA (Line 12 ÷ Line 13) | $ | 0.02774 | /kWh | (I) |

## FUEL AND PURCHASED POWER ADJUSTMENT

### ANNUAL SYSTEM FUEL AND PURCHASED POWER (FPP) COSTS (Line 1)

FPP Costs include all purchased power; fuel consumed for plant generation, including but not limited to coal, fuel oil and natural gas; plus costs for certain re-agents used in conjunction with fuel consumed for plant generation; less costs associated with Power Marketing; and a sharing of Power Marketing Operating Income. The Annual System FPP Costs shall be calculated on an annual basis using the total of:

a. Total fuel costs of the Company's generation for items listed in the Federal Energy Regulatory Commission's (FERC) Accounts: 501 for Fuel and 547 for Other Power Production, as well as any other costs of fuel consumed to generate electricity not listed in these two accounts. The base price for coal, included in this cost, is determined in accordance with the methodology set forth in the Statement R of the Company's 2006 rate application Docket No. EL06-019;

b. The costs of re-agents necessary to use in conjunction with fuel consumed for plant generation. This includes lime and the associated freight, ammonia and other chemicals;

c. The costs of all energy or short term capacity purchases listed under FERC account 555; including any Renewable Ready Credit in a subaccount of FERC account 555; plus the costs/benefits of ~~WEIS~~ Regional market participation, including energy purchase costs in FERC account 555 and energy sales revenue in FERC account 447;

d. The energy imbalance administrative fees and/or implementation costs in FERC account 575;

e. Less, ninety percent (90%) of the share of margin generated by the sale of Renewable Energy Credits;

f. Less, FPP used for Power Marketing Sales; and

g. Less a share of Power Marketing Operating Income as described below.

h. Less the removal of BCIS Tariff energy purchases. ~~(N)~~

### POWER MARKETING OPERATING INCOME (PMOI)

As an incentive to provide the lowest cost FPP to customers, Power Marketing revenues and expenses will be included in the Fuel and Purchase Power Adjustment clause as follows:

a. Power Marketing Sales revenues are defined as short-term (generally less than one year) energy or capacity sales to wholesale customers and sales of emission allowances.

b. The Company's long-term (generally one year or longer) customer obligations will be served with the lowest cost resources during each hour that the Company engages in Power Marketing Sales except for the following: 1) Any renewable resource energy; and 2) Specific energy or capacity blocks, up to 75MW, purchased to cover capacity needs for 3 weeks or more [but not to exceed 6 months] in length. For these two situations, the cost of capacity or energy shall be directly assigned to the Company's long-term customers. Any remaining resources may be scheduled for, and if scheduled will be charged to, Power Marketing Sales as the costs of goods sold.

c. Fifty percent (50%) of the base salary and benefit costs of the Company's generation dispatch and power marketing personnel shall be included as a power marketing expense.

## FUEL AND PURCHASED POWER ADJUSTMENT

### POWER MARKETING OPERATING INCOME (Continued)

~~(N)~~

d. Any transmission expense incurred to facilitate Power Marketing Sales shall be included as an expense.

e. Bonuses payable to the Company's generation dispatch and power marketing personnel as a result of Power Marketing Sales shall be included as an expense.

f. Any specifically identified expenses associated with Power Marketing Sales, such as legal expense or bad debt expense, shall be included as an expense.

### SHARING OF POWER MARKETING OPERATING INCOME

The calculated Pre-Tax PMOI will be multiplied by 70% to determine the amount of the credit to be applied as a reduction to the FPP costs.

~~The Power Marketing Operating Income Credit shall not be less than $1,000,000 over the 12 month period.~~ (D)

### ANNUAL RETAIL ENERGY SALES (Line 2)

Annual Retail Energy Sales are the total sales of Electricity, for retail customers less energy sales to BCIS Tariff customers.

### APPROVED BASE FPP COSTS (Line 4)

The Base FPP Costs are as approved by the Commission in Docket No. ~~EL09~~EL26-003~~18~~. (T)

### SOUTH DAKOTA ANNUAL RETAIL ENERGY SALES (Line 7)

The South Dakota Annual Retail Energy Sales are the total South Dakota retail energy kilowatt hour sales for the previous period for all classes of service authorized by the Commission less energy sales to BCIS Tariff customers.

### SD BALANCING ACCOUNT (Line 9)

This Balancing Account amount on Line 9 (positive or negative) is the amount from the previous filing (SD Net Amount to (Refund)/Charge) less the actual FPPA amount (Refunded) or Charged for the period, adjusted for applicable interest. The Balancing Account shall have interest applied or credited monthly at the annual rate of seven percent (7%). The FPPA (Refund)/Charge will be applied monthly to the Balancing Account, first to the interest balance, and thereafter to the principal amount.

### INCREMENTAL SD JURISDICTIONAL COSTS (Line 10)

These costs represent the difference of the actual ad valorem and wholesale contract revenue as compared to the amount in base rates as approved in Docket No. ~~EL14-026~~ EL26-003, Statement P, page 1, lines ~~19~~ 24 and ~~27~~29. (T)

## FUEL AND PURCHASED POWER ADJUSTMENT

### RATE CASE TRUE-UP ITEMS (Line 11)

~~(N)~~

The Rate Case True-up Items adjustment includes items that need to be charged or (refunded) to customers as a result of rate case items to be handled outside of the general rate case. These items are handled in the time period required per the outcome of each case. The total dollar amount may reflect items from various cases.

### NET SD AMOUNT TO (REFUND)/CHARGE (Line 12)

The net amount to refund or charge customers is South Dakota's share of the total Net FPP costs adjusted by the Balancing Account (Line 8 through Line 11).

### PROJECTED SOUTH DAKOTA RETAIL ENERGY SALES (Line 13)

These are the kilowatt hours of retail sales projected for the State of South Dakota for the period that the FPPA (Line 14) will be in effect.

### SD FUEL AND PURCHASED POWER ADJUSTMENT (Line 14)

The FPPA on Line 14 shall be included in the Company's annual Energy Cost Adjustment and shall be applied to all rate schedules in all classes of service authorized by the Commission.

### EFFECTIVE DATE

The FPPA will be updated and filed annually with the effective date of ~~June~~ April 1st.

(T)

# TRANSMISSION COST ADJUSTMENT

## APPLICABLE

This Transmission Cost Adjustment (TCA) applies to all rate schedules for all classes of service authorized by the South Dakota Public Utilities Commission (Commission). The TCA shall be calculated annually based on actual system transmission costs for the twelve months April January through March December as compared to the base year transmission costs, and shall include an over-or-under recovery from prior years' adjustments through the Balancing Account. Black Hills Power, Inc. (the Company) will update and make a TCA filing with the Commission on an annual basis no later than May 10thMarch 1st.

## TRANSMISSION COST ADJUSTMENT CALCULATION

For the Twelve months ended March 31, 2024December 31, 2026X

| | | | | | |
|---|---|---|---|---|---|
| 1. | Annual System Transmission Costs less BCIS Tariff Load ratio share costs less Balancing Authority revenue | $ | 25,892,559 | | (D) |
| 2. | Power Marketing Transmission Costs | $ | 867,692 | | (D) |
| 3. | Transmission Costs Reimbursed by Others | $ | (996) | | (I) |
| 4. | Net Transmission Costs (Line 1 – Line 2 – Line 3 - Customer Share of margin Sharing) | $ | 25,025,863 | | (D) |
| 5. | Annual Retail Energy Sales less annual energy sales to BCIS Tariff Customers) | | 1,832,091,334 | kWh | (D) |
| 6. | Adjusted Transmission Costs (Line 4 ÷ Line 5) | $ | 0.01366 | /kWh | (D) |
| 7. | Base Transmission Costs | $ | 0.00810 | /kWh | |
| 8. | Difference (Line 6 – Line 7) | $ | 0.00556 | /kWh | (D) |
| 9. | South Dakota Annual Year Retail Energy Sales less annual energy sales to BCIS Tariff customers | | 1,498,393,217 | kWh | (D) |
| 10. | Transmission Costs to South Dakota (Line 8 x Line 9) | $ | 8,331,066 | | (D) |

11. For Each Customer Class Calculate the Customer Class Allocation of Total South Dakota Transmission Expense Based Upon Class Allocators in Table 1 – Multiply Each Class Allocator by Line 10

| | Customer Class Allocation Factor | Allocated Amount | |
|---|---|---|---|
| Residential Service | 3447.10.00% | $2,832,562 | (I) |
| Small General Service | 3428.66. 33% | $2,860,055 | (I) |
| Large General Service | 2015.5273% | $1,727,030 | (I) |
| | | | (I) |
| | | | (I) |

| | | |
|---|---|---|
| Industrial Contract Service | ~~9.97~~7.93% | $830,607 |
| Lighting Service | ~~0.97~~.79% | $80,811 |

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

**TRANSMISSION COST ADJUSTMENT** Section No. 3C
~~Fifteenth Revised~~Original Sheet No. ~~17~~9
**Page 2 of 4** ~~Cancels Fourteenth Revised Sheet No. 17~~

## TRANSMISSION COST ADJUSTMENT

12. Balancing Account (+/-) for each South Dakota Customer Class $ 819,377 (I)

| | | | |
|---|---|---|---|
| Residential Service | $ | 278,588 | $ (I) |
| Small General Service | $ | 281,292 | $ (I) |
| Large General Service | $ | 169,857 | $ (I) |
| Industrial Contract Service | $ | 81,692 | $ (I) |
| Lighting Service | $ | 7,948 | $ (I) |

13. Total Transmission Cost for each South Dakota Customer Class (Refund)/Charge (Line 11 + Line 12)

| | | | |
|---|---|---|---|
| Residential Service | $ | 3,111,151 | $ (I) |
| Small General Service | $ | 3,141,347 | $ (I) |
| Large General Service | $ | 1,896,887 | $ (I) |
| Industrial Contract Service | $ | 912,299 | $ (I) |
| Lighting Service | $ | 88,759 | $ (I) |

14. Forecast South Dakota Customer Class Annual Retail Energy Sales (kWh/Class)

| | | |
|---|---|---|
| Residential Service | 586,181,049 | (I) |
| Small General Service | 468,235,338 | (I) |
| Large General Service | 343,074,952 | (D) |
| Industrial Contract Service | 182,141,319 | (D) |
| Lighting Service | 13,500,779 | (I) |

15. South Dakota Customer Class Transmission Cost Adjustment (Line 13/Line 14)

| | | | |
|---|---|---|---|
| Residential Service | $ | 0.0053/kWh | (D) (I) |
| Small General Service | $ | 0.0067/kWh | |
| Large General Service | $ | 0.0055/kWh | (I) |

| | | |
|---|---|---|
| Industrial Contract Service | $ | 0.0050/kWh |
| Lighting Service | $ | 0.0066/kWh |

## SOUTH DAKOTA ELECTRIC RATE BOOK #2



## TRANSMISSION COST ADJUSTMENT

**Table 1 – South Dakota Customer Class Capacity Allocation Factors**

| South Dakota Customer Class | Customer Class Capacity Allocation Factor | |
|---|---|---|
| Residential Service | ~~34.00~~47.10% | (I) |
| Small General Service | ~~34.33~~28.66% | (R) |
| Large General Service | ~~20.73~~15.52% | (R) |
| Industrial Contract Service | ~~9.97~~7.93% | (R) |
| Lighting Service | 0.~~97~~79% | (R) |

### TRANSMISSION SERVICES

The TCA shall recover the charges under the Company's Joint Open Access Transmission Tariff approved by the Federal Energy Regulatory Commission (FERC). The TCA may also include allowed charges billed to the Company by any other transmission provider.

Transmissions Services shall include all Network Integrated Transmission Service, all Point-to-Point Transmission Service, including all associated ancillary service charges, and regulation expenses, required to support the Company's system energy sales.

### ANNUAL SYSTEM TRANSMISSION COSTS (Line 1)

The Annual System Transmission Costs are the total Company annual year costs for Transmission Services minus BCIS Tariff customers allocated load ratio share minus Balancing Authority revenue. (N)

### POWER MARKETING TRANSMISSION COSTS (Line 2)

Power Marketing Sales are defined as short-term sales to wholesale customers. The Power Marketing Transmission Costs are those transmission costs incurred in facilitating Power Marketing Sales.

### TRANSMISSION COSTS REIMBURSED BY OTHERS (Line 3)

These are the transmission costs of the Company that are reimbursed by others.

### NET TRANSMISSION COSTS (LINE 4)

Annual System Transmission Costs minus Power Marketing Transmission Costs minus Transmission Cost Reimbursed by Other Minus Customer Share of Margin Sharing ~~(N)~~

**ANNUAL RETAIL ENERGY SALES (Line 5)**

Annual Retail Energy Sales are the total of FERC accounts for Sales of Electricity by Rate Schedules.

**BASE TRANSMISSION COSTS (Line 7)**

The Base Transmission Costs are as approved by the Commission in Docket ~~EL09~~EL26-0XX~~18~~.

**SOUTH DAKOTA ANNUAL RETAIL ENERGY SALES (Line 9)**

The South Dakota Annual Year Retail Energy Sales are the total South Dakota retail energy sales for all classes of service authorized by the Commission.

## TRANSMISSION COST ADJUSTMENT

### TRANSMISSION COSTS TO SOUTH DAKOTA (Line 10)

This is the total dollar amount of Transmission Costs allocated to all South Dakota retail customers.

### CUSTOMER CLASS CAPACITY ALLOCATION OF TRANSMISSION EXPENSE (Line 11)

This is the total South Dakota transmission expense multiplied by each of the customer class capacity allocators to determine the allocated share of the transmission costs (Line 10) for each customer class.

### BALANCING ACCOUNT FOR EACH CUSTOMER CLASS (Line 12)

This Balancing Account Amount on Line 12 (positive or negative) is the Line 13 amount for each South Dakota customer class from the previous filing (Total Transmission Costs for each South Dakota Customer Class) less the actual TCA (Refund)/Charge from each customer class for the annual year as adjusted for applicable interest. The Balancing Account shall have interest applied or credited monthly at the annual rate of seven percent (7%). The TCA (Refund)/Charge will be applied monthly to the Balancing Account for each customer class, first to the interest balance, and thereafter to the principal amount.

### TOTAL TRANSMISSION COSTS FOR EACH SOUTH DAKOTA CUSTOMER CLASS (Line 13)

This is the total dollar amount to be collected from or reimbursed to each South Dakota Customer Class.

### FORECAST SOUTH DAKOTA ANNUAL RETAIL ENERGY SALES BY CUSTOMER CLASS (Line 14)

These are the kilowatt hours of South Dakota retail sales projected by customer class for the period that the TCA (Line 15) will be in effect.

### TRANSMISSION COST ADJUSTMENT (Line 15)

The TCA on Line 15 shall be included in the Company's annual Energy Cost Adjustment and shall be applied to all rate schedules in all classes of service authorized by the Commission. Each customer class TCA is calculated by dividing class allocated expense (Line 13) by the forecast kilowatt hours of retail sales for each customer class (Line 14).

### SOUTH DAKOTA CUSTOMER CLASS CAPACITY ALLOCATION FACTORS (Table 1)

The South Dakota Customer Class Capacity Allocation Factors in Table 1 are as approved by the Commission in Docket Number EL26~~06~~-003~~19~~. (T)

### EFFECTIVE DATE

The TCA will be updated and filed each year thereafter with the effective date of ~~June~~ April 1st. (T)

# ENVIRONMENTAL IMPROVEMENT ADJUSTMENT

## APPLICABLE

This Environmental Improvement Adjustment (EIA) applies to all rate schedules for all classes of service authorized by the Commission.

To the extent the Company requests cost recovery under the EIA, the EIA shall be calculated annually based on actual kWh retail sales for the twelve months of June through May as compared to the actual costs, and shall include an over or under recovery from prior years' adjustments through the Balancing Account, to the extent the Company requests cost recovery under the EIA. The Company will update and make an EIA filing with the Commission on an annual basis no later than February 15th.

## ENVIRONMENTAL IMPROVEMENT ADJUSTMENT RATE

An EIA rate shall be determined by dividing the environmental improvement revenue requirement for the period April 1st through March 31st of each year and the forecasted balance of the EIA Balancing Account divided by the forecasted retail sales volumes for the period June 1st through May 31st for each upcoming year. The EIA rate shall be rounded to the nearest $0.0001 per kWh.

The EIA rate may be adjusted annually with approval of the Commission. Pursuant to the stipulation in Docket EL17-008, the over-collection balance will be returned to customers through the following EIA refund rates:

| | |
|---|---|
| Residential | $0.00000 per kWh |
| Small General Service | $0.00000 per kWh |
| Large General Service and Industrial | $0.00000 per kWh |
| Lighting | $0.00000 per kWh |

Environmental Improvement Revenue Requirement shall be the annual revenue requirements associated with environmental improvements eligible for recovery under SDCL 49-34A-97 and approved by the Commission.

EIA Balancing Account shall be the annual environmental improvement amount approved by the Commission from the previous filing less the actual environmental improvement adjustment amount recovered during the year. The Balancing Account amount shall have interest applied or credited monthly at the annual rate of seven percent (7%).

Forecasted Retail Sales Volumes shall be the estimated total retail electric sales kWh for the designated recovery period.

## EFFECTIVE DATE

The EIA will be updated consistent with the Commission's orders related to the EIA.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 3C
~~Ninth Revised~~Original Sheet No. ~~21~~13 (N)
~~Cancels Eighth Revised Sheet No. 21~~

**(Reserved for Future Use)**

# TRANSMISSION FACILITY ADJUSTMENT

## APPLICABLE

This Transmission Facility Adjustment (TFA) applies to all rate schedules for all classes of service authorized by the Commission.

To the extent the Company requests cost recovery under the TFA, the TFA rate shall be calculated annually based on forecasted revenue requirements for eligible transmission projects and forecasted kWh retail sales for the applicable rate schedules for the twelve months of June through May, and shall include an over or under recovery from prior years' adjustments through the Balancing Account, to the extent the Company requests cost recovery under the TFA. The Company will update and make a TFA filing with the Commission on an annual basis no later than February 15th.

## TRANSMISSION FACILITY ADJUSTMENT RATE

A TFA rate shall be the annual transmission facility improvement revenue requirements for the twelve-month period June 1 through May 31 of each year and the forecasted balance of the TFA Balancing Account divided by the forecasted retail sales volumes for the same June 1 through May 31 twelve-month period for each class of service. The TFA rate shall be rounded to the nearest $0.0001 per kWh.

The TFA rate may be adjusted annually with approval of the Commission. The TFA rate is initially:

| | | |
|---|---|---|
| Residential Service | $0.00000 per kWh | ~~(D)~~ |
| Small General Service | $0.00000 per kWh | ~~(D)~~ |
| Large General Service and Industrial | $0.00000 per kWh | ~~(D)~~ |
| Lighting Service | $0.00000 per kWh | ~~(D)~~ |

Transmission Facility Improvement Revenue Requirements shall be the annual revenue requirements associated with new or modified transmission facilities eligible for recovery under SDCL 49-34A-25.1 and approved by the Commission. A standard model will be used to calculate the total forecasted revenue requirements for the designated periods.

TFA Balancing Account shall be the difference between the annual revenue requirements for eligible transmission facility improvements approved by the Commission for recovery through the TFA and the actual TFA amounts recovered during the year. The Balancing Account amount shall have interest applied or credited monthly at the annual rate of seven percent (7%). The Balancing Account balance will be included in the TFA rate calculation.

Forecasted Retail Sales Volumes shall be the estimated total retail electric kWh sales for the designated recovery period.

## EFFECTIVE DATE

The TFA will updated consistent with the Commission's orders related to the TFA

(Reserved)

## BUSINESS DEVELOPMENT SERVICE

### 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;
2. 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 locations, 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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| | |
|---|---|
| **BUSINESS DEVELOPMENT SERVICE** | Section No. 4 |
| **RATE NO. BDS-2 (T)** | First RevisedOriginal Sheet No. 32 |
| **Page 2 of 3** | Replaces Original Sheet No. 3 |

## BUSINESS DEVELOPMENT SERVICE

**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:

1. 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.

## BUSINESS DEVELOPMENT SERVICE

### 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.

### COST ADJUSTMENT

The above schedule of charges shall be adjusted in accordance with the applicable Cost Adjustment tariffs in Section No.3C~~, Tariff Sheet No. 11~~. (T)

When the billing period includes a change in the charges of an above referenced Cost Adjustment tariff, the customer's bill shall be prorated accordingly.

### 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 be calculated and included as part of each monthly billing. A non-sufficient funds charge of $~~15~~30.00 shall apply to process a payment from a customer that is returned to the Company by the bank as not payable. 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. (I)

## SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

~~**Contract #16651**~~

~~South Dakota Science and Technology Authority (SDS&TA) Third Amendment to Electric Power Service Agreement pursuant to EL14-026.~~ ~~(T)~~

**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 cancelled by the one year written notice of either party.

## SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

**Contract #15397**

State of South Dakota: South Dakota School of Mines and Technology and Black Hills State University Electric Service Agreement, effective May 1, 2005 and has a term of three (3) years and continues until cancelled by one year written notice of either party. The agreement is to provide Distribution Wheeling Service and Supplemental Power Service.

~~**Contract #11398**~~

(D)

~~MENARD, Inc., dba Midwest Manufacturing, dba Dakota Panel Restatement and Amendment to Electric Power Service Agreement pursuant to EL12-061.~~ (T)

~~**Contract #121-9**~~

~~GCC Dacotah, Inc. Third Amendment to Electric Power Service Agreement pursuant to EL12-061.~~ (T)

~~GCC Dacotah, Inc. Business Development Incentive Agreement Between Black Hills Power, Inc. and GCC Dacotah, Inc. (Expires July 31, 2022)~~ (N)

(T)

~~**Contract #12647**~~

~~Rapid City Regional Hospital, Inc. Second Amendment to Electric Power Service Contract pursuant to EL12-061.~~

(T)

~~**Contract #12838**~~

~~Rushmore Forest Products, Inc. Third Amendment to Electric Power Service Contract pursuant to EL12-061.~~

(T)

~~**Contract #12838**~~ (T)

~~Spearfish Forest Products, Inc. (successor to Neiman Enterprises, Inc.) Third Amendment to Electric Power Service Contract pursuant to EL12-061.~~ (N)

~~**Contract #12877**~~

~~Pete Lien & Sons, Inc. First Amendment to Electric Power Service Contract, entered into on Oct. 1, 1999 and amended pursuant to EL12-061.~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Second Revised~~Original Sheet No. 1
~~Replaces First Revised Sheet No. 1~~

# GENERAL RULES AND REGULATIONS COVERING ELECTRIC SERVICE BLACK HILLS POWER, INC.

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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, Inc. 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. ~~(C)~~

### 102 – APPLICATION OF RULES AND REGULATIONS

These rules and regulations shall apply to any and all electric service supplied by Black Hills Power, Inc. to any customer. ~~(C)~~

#### 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, Inc. ~~(C)~~

**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, Inc d/b/a Black Hills Energy. (I~~C~~)

**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.

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**103 – DEFINITIONS (*continued*)**

**103.13** "Service Drop" –means the overhead wires, owned by the Company connecting Company's distribution line to the customer's service entrance conductors. ~~(C)~~

**103.14** "Service Lateral" –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. ~~(C)~~

**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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Third Revised~~Original Sheet No. 9
~~Replaces Second Revised Sheet No. 9~~

## 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.

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 manner 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. ~~(C)~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Second Revised~~Original Sheet No. 10
~~Replaces First Revised 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



## 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 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, 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. ~~(C)~~

### 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 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Second Revised~~Original Sheet No. 12
~~Replaces First Revised 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 written consent of the Company.

In no case may the customer extend or connect 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. ~~(C)~~

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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Second Revised~~Original Sheet No. 13
~~Replaces First Revised 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 customer's 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. ~~(C)~~

**309 - CUSTOMER'S RESPONSIBILITY AND LIMITATION OF LIABILITY**

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, appliances 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.

~~(N)~~

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of $500 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs.

**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 during 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.



## 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, appliance or device 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 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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~~Replaces First Revised 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 – POWER QUALITY CHARACTERISTICS

(N)

All customer installations served at distribution voltage levels shall comply with the limits and obligations set forth in this section (Power Quality Characteristics). These requirements apply at the Point of Common Coupling (PCC), defined as the nearest utility-owned primary metering terminal, transformer secondary terminal, or the like.

### 402.1 – VOLTAGE VARIATION LIMITS

Customer equipment shall not cause steady-state voltage at the PCC to deviate outside the range of +5% to -5% of the nominal system voltage.

The Company's goal is to limit the maximum steady-state voltage unbalance to 3 percent in accordance with ANSI C84.1. Voltage unbalance will be measured at the customer's service entrance with all loads disconnected.

The customer's load may affect voltage measurements because of the three-phase load and power factor unbalance. Because it is not always practical to require the customer to disconnect all load, the Company may take measurements by measuring individual phase loads and power factors and calculating their effect on measurements taken without disconnecting the load.

~~(C)~~



~~(C)~~

When a customer's three-phase service voltage is found to have an unbalance greater than 3 percent, the Company will act to reduce the unbalance and bring it within these limits within a reasonable length of time.

## 402.2 – LOAD BALANCING

No single-phase loads more than 50 kVA on a 4.16 kV system of 167 kVA on higher voltage systems will be served except by special arrangement with the Company. Lower limits may apply in certain service areas but must be approved by the Company. The customer's wiring on three-wire, single-phase installations shall be so arranged that the connected load from one-phase to neutral shall not exceed 60 percent of the customer's total connected load. The use of single-phase loads on three-phase service shall not unbalance the current phase more than ten percent.

All Three-phase services must maintain a phase current imbalance of 10% or less. If an existing service exceeds this threshold, the Customer shall be responsible for rebalancing their load to comply. If rebalancing is not feasible, the Customer must obtain prior approval from the Company and may be required to cover the cost of upgrading the transformer, conductors, or other infrastructure necessary to accommodate the imbalance.



## 402.3 – HARMONIC DISTORTION LIMITS

Voltage and Current, Total Harmonic Distortion (THD) and individual harmonics, shall remain within the limits specified within the IEEE 519 requirements.

## 402.4 – VOLTAGE FLICKER

The Company uses IEEE Standard 1453 as a guideline for the level of allowable flicker. Customers are not allowed to start or operate any load on the Company's system that produces unacceptable levels of flicker which affect other customers. Customers are responsible for correcting unacceptable flicker problems in a timely manner when notified by the Company.

## 402.5 – VOLTAGE SAGS AND SWELLS

Voltage sags and swells can be a result of faults on the distribution or transmission system, rapid changes in customer load, or switching of large loads from one part of the system to another. The Company references IEEE standard 1159 as a guideline for categorizing and monitoring the magnitude and duration of these events. Special Apparatuses (discussed in the following section) that require tighter voltage tolerance than typical service conditions, will be the Customer's responsibility to mitigate through appropriate means (e.g., ride-through capability, voltage conditioning, or UPS systems).

## 402.6 – POWER FACTOR REQUIREMENTS

Customers shall maintain a power factor within the range of 0.85 lagging to 0.85 leading, as measured at the point of service. If the average monthly power factor falls outside this range, the Company reserves the right to assess additional charges or require the installation of corrective equipment to mitigate adverse impacts on the distribution system at the Customer's expense. A lagging power factor below 0.85 may result in increased system losses and reduced voltage stability, while a leading power factor exceeding 0.85 may cause overvoltage conditions and interfere with voltage regulation equipment. The Company may, at its discretion, conduct engineering reviews and prescribe mitigation measures to ensure compliance and protect system integrity.

**402.7 – SPECIAL APPARATUS**

The customer shall consult with the Company before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. It is necessary that electrical equipment be installed and operated in a manner that will not impair service to other customers. The use of welding machines, x-ray machines, elevators, or other equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may require furnishing service through isolated transformers and separate service drops or excess capacity facilities in order to protect the quality of service to the customer or to other customers. The Company reserves the right to charge the customer the full cost of facilities necessary to provide any special service required by such equipment and to prevent any impairment in service to other customers.

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**402.8 – MEASUREMENT PROCEDURES**

Measurements shall be made under steady state loading conditions following appropriate IEEE or ANSI Standard methods. The Company may require third-party verification of results.

**402.8 – CUSTOMER OBLIGATIONS**

If any of the above power quality characteristics exceed the guidelines set forth in the above sections, the customer shall, at its own expense:

i. Design, install, and maintain corrective equipment (active or passive filters, reactors, multi-pulse transformers, etc.) to eliminate the exceedance.

ii. Submit test reports demonstrating compliance to the Company for review.

iii. Prevent service interruptions due to protective relay operations triggered by poor power quality.

The Company reserves the right to suspend or disconnect service for persistent on-compliance with these requirements until the customer has provided acceptable mitigation and test documentation.

**~~402~~ 403 – 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 whatsoever in connection with such matters.

## ~~403~~ 404 – 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~~ 405 – 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 their equipment and apparatus are suitable for operation at the type of service which they will receive from the Company. The responsibility of the customer regarding 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 machines, X-ray equipment, motors with excessive 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.~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Second Revised~~Original Sheet No. ~~16~~ 18
~~Replaces First Revised Sheet No. 16~~

## 406 – 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 machines, X-ray equipment, motors with excessive 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

### 500 – 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).

## 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, 120/240 volt 3 wire or 120/208 3 wire

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

(C)

Primary Voltage:

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

## 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 the customer's 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. ~~(C)~~

## 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 customer's request. ~~(C)~~

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.

## 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 and with the American National Standards Institute for Electric Meters Code. The Company's Electric Meter Testing Program is contained within this Tariff as Appendix A. 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 two percent (2%), fast or slow. (N)

(C)

# 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 (2%) 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 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. (C)

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.

~~(C)~~

B. Overbilled: Proper and correct bills will be rendered (and a credit given) for a 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.

## 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. If the Company agrees to accept payment arrangements on a delinquent account, the arrangement will include the full balance of the account.

## 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. (N)

## 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 customer's needs on an annual basis, but such advice must be based upon customer's statements as to customer's 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 thirty (30) day billing period when the billing period is outside of the standard billing period of twenty-three (23) to forty (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.

## 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, unless 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.

~~(N)~~

## 710 – RESIDENTIAL BUDGET BILLING

Monthly Budget Billing payments are established based on the previous 12 monthly bills for the customer's current residence plus the current account balance divided by 12. Budget Billing amounts will be monitored monthly in comparison to the previous 12-month average. The monthly Budget Billing amount will be changed only if the recalculated budget amount differs 10 percent or more from the current Budget Billing amount. On the Budget Billing anniversary date, the monthly payment amount will be recalculated by adding the total of the previous 12 months' actual bills to the account balance and dividing by 12.

In order to stop Budget Billing, any carryover credit or balance due is applied to the next month's bill and becomes due in full at that time. In the event a customer is removed from Budget Billing and seeks to be reinstated, the customer's account balance must be current before the Budget Billing plan is re-established.

## 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)~~

### A. DEFINITIONS

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 phase line.

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 requests a line extension of the Company.

4. 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 802.2.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 year-round.

8. 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.

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Section No. 5
Fourth RevisedOriginal Sheet No. 2426
Replaces Third Revised Sheet No. 24

10. 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.

11. Supplemental Design Fee is a $100 350 fee charged to Applicant for line extension design estimates. This fee shall not apply to the first two design estimates. (I C)

**B. GENERAL CONSTRUCTION POLICY** (T)

1. No refunds will be made in excess of the refundable Advance Deposit, and deposits shall bear interest only as specified herein. Refunds, where applicable, will be made in accordance with the terms stated herein. (T)

2. 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. (T)

3. All construction of line extensions shall conform to the Company's standards as well as applicable national, state, and local electrical codes. (T)

4. 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. (T)

5. 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. (T)

6. 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. (T)

7. Company representatives will prepare two design estimates at no cost to Applicant. If Applicant requests additional design estimates, each and every additional design estimate shall be (C)

assessed a Supplemental Design Fee. The Supplemental Design Fee shall be non-refundable, however, the Supplemental Design Fee will be applied to the cost to construct the line extension where Applicant commits to construct the line extension within 180 days of the date of the first design estimate. Design estimates shall be void after 180 days. Updates to the design following the date that it becomes void may incur a Supplemental Design Fee at the discretion of the Company.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 5
~~Fifth Revised~~Original Sheet No. ~~25~~27
~~Replaces Fourth Revised Sheet No. 25~~

## 803 – LINE EXTENSION POLICY ~~(L)~~

### 803.1 – RESIDENTIAL SERVICE

Company Financed Extensions – For each Permanent Year-Round Dwelling in place or under construction, the Company will Construct a line extension without charge to the Applicant if the estimated construction cost does not exceed the Line Extension Allowance which is equal to approximately four (4) times the annual revenue amounts for the residential dwelling to be served under the applicable Rate Schedule. ~~(C)~~ ~~(C)~~ ~~(C)~~

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 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.

A. Excess Construction Costs – Line extensions which are estimated to cost in excess of the Line Extension Allowance will require an Advance Deposit for all excess cost. When applicable, the Applicant will be required to make in advance of construction a non-refundable contribution to pay for all permitting, fees, and environmental studies directly related to the line extension. The line extension construction cost estimate will be based on current construction costs. ~~(C)~~ ~~(C)~~

B. 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. 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.

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~~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 of 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.~~

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

1. The Applicant may be entitled to a refund of any remaining Advance Deposit if additional line extensions are constructed from the electrical facilities that were partially financed by the Applicant. Only those lines 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. Refunds under this paragraph shall bear simple interest at the rate of seven (7) percent annually. In no case shall the total refund to the Applicant exceed the amount of the Applicant's refundable Advance Deposit.

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.

~~**SOUTH DAKOTA ELECTRIC RATE BOOK**~~

~~Section No. 5~~
~~Fourth Revised Sheet No. 27~~
~~Replaces Third 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. Refunds under this paragraph shall bear simple interest~~ ~~(C)~~

at the rate of seven (7) percent annually. In no case shall the total refund to the Applicant exceed the amount of the Applicant's refundable Advance Deposit.

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

1. The Company will:
2.

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E. Residential Underground Extensions

a. 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)~~

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:

a. 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.

b. Provide a service lateral location to be mutually agreed 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.

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

~~The Company will:~~

a. 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:

a. 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.

Provide a service lateral location to be mutually agreed 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.

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

~~Provide a service lateral location to be mutually agreed 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. ~~(C)~~

2. For an existing house with adequate overhead service:

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**

A. 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.

B. 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. 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.

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

~~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.~~

1. The Applicant may be entitled to a refund of ~~ay~~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.

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Section No. 5
~~First Revised~~Original Sheet No. ~~30~~31
~~Replaces Original Revised Sheet No. 30~~

~~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.~~

~~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:~~

~~1. The Applicant may be entitled to a refund of ay 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.~~

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 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.

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.

E. Commercial Underground Extension Procedure

1. The Applicant(s) will:

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

b. For padmount transformer installations the Applicant will also provide:

1) Transformer pad per Company specifications.

2) Service entrance conductors from the padmount location to the service entrance equipment.

2. The Company will:

a. Install, maintain, and own all conductors up to the point of connection to the service entrance conductors.

A. 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.

# SOUTH DAKOTA ELECTRIC RATE BOOK

Section No. 5
First Revised Sheet No. 31
Replaces Original Revised Sheet No. 31

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. (C)

Commercial Underground Extension Procedure

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.

For padmount transformer installations the Applicant will also provide:

Transformer pad per Company specifications.

Service entrance conductors from the padmount location to the service entrance equipment.

The Company will:

Install, maintain, and own all conductors up to the point of connection to the service entrance conductors.

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.

## 804 – LINE EXTENSION CONSISTENCY

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

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

## 807 – CONTRACTS

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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



## 807 – CONTRACTS

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.

## 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.

~~SOUTH DAKOTA ELECTRIC RATE BOOK~~

~~Section No. 5~~
~~First Revised Sheet No. 34~~
~~Replaces Original Revised Sheet No. 34~~

## ~~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.~~A. ~~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.A. 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.

## 900 METER DATA AND PRIVACY POLICY (N)

Black Hills Power, Inc. is committed to safe, reliable and secure service for our Customers. Black Hills Power, Inc. will comply with federal and state legislation and regulatory statutes, regulations and decisions, as applicable, concerning the collection, use, retention, and sharing of Meter Data.

Black Hills Power, Inc. owns the Meter Data and will use such information in the provision and/or development of any of its services.

### 901 – DEFINITIONS

Black Hills Power, Inc. provides a definition of "**Meter Data"** and adopts the privacy guidelines and definitions of the North American Energy Standards Board ("NAESB"). NAESB is a voluntary non-profit organization comprised of members from all aspects of the natural gas and electric industries.

1. **Authorization:** The result of a process by which the Customer provides informed written consent in a manner consistent with the applicable Governing Documents and any requirements of the applicable regulatory authority.

2. **Distribution Company:** A regulated entity that constructs and maintains the distribution facilities which deliver energy to the Customer.

3. **Governing Documents:** Applicable law, regulatory documents (e.g., tariffs, rules, and regulations), and Customer consent forms that determine the interactions among parties.

4. **Meter Data:** Information that is gathered and managed by the Company that enables it to provide services to Customers. This includes data that can be collected from a standard energy service meter, a digital meter with two-way communications capabilities, analysis that is created by the Company from a combination of various data types, and general Customer contact and service information.

5. **Third Party:** An entity, that is permitted to receive Meter Data in accordance with applicable law, regulation, the Governing Documents and any requirements of the applicable regulatory authority, *other than:* the Distribution Company and its contracted agents, the applicable regulatory authority, Independent System Operators or other regional entities, which seeks or is provided Meter Data, including any entity under contract with the Third Party to perform the services or provide the products as described in the Retail Customer's Authorization.

## 902 – DATA COLLECTION (N)

This policy pertains to Meter Data that is actively maintained by Black Hills Power, Inc. in the ordinary course of business.

## 903 – DATA PROTECTION AND SECURITY

Meter Data is kept confidential absent Customer written authorization for its release to a Third Party. Black Hills Power, Inc. shall terminate, within a reasonable period of time, a Third Party's rights to access future Meter Data for a Customer when: (i) the Customer withdraws its authorization using the method provided by Black Hills Power, Inc., (ii) the Customer's authorization has reached the end of the specified period, (iii) a retail Customer's service associated with a premise is terminated, or (iv) as required by applicable documents, law or regulatory authorities.

Black Hills Power, Inc. may release Meter Data, without Customer consent, as required by law enforcement agencies with a warrant or subpoena, social service agencies, or regulatory agency orders, rules, or regulations and exceptions permitted by federal or state statutes or laws.

## 904 – DATA ACCESS AND SHARING

Black Hills Power, Inc. will share Meter Data to the Customer of record upon request and to Black Hills Corporation's affiliates, contractors, or agents subject to applicable federal and state law. Black Hills Power will require any affiliate and the affiliate's employees, agents, and contractors having access to the data subject to this policy to treat such data in the same manner as required of Black Hills Power under its Meter Data and Privacy Policy. Black Hills Power, Inc. will share the Meter Data after it has been validated by the Company. Black Hills Power, Inc. will provide Meter Data to a Customer's Third Party designee upon receiving a Customer's written authorization and upon verification of accuracy by Black Hills Power, Inc.

Black Hills Power, Inc. may release aggregated data for multiple Customers, in a single electronic, machine-readable file, for a fee. The file will have no Customer identities shown and will have a level of data aggregation deemed sufficient by Black Hills Power, Inc. to ensure Customer anonymity and to prevent re-identification of Customer identities by the file recipient.

Upon request, Black Hills Power, Inc. will provide Customer identities in the file upon receiving each Customer's written authorization and upon verification of accuracy by Black Hills Power, Inc.

## 905 – DATA RETENTION

Black Hills Power, Inc. stores and maintains Meter Data for a reasonable period in its ordinary course of business. Black Hills Power, Inc. will make and retain, for a reasonable period of time, records related to disclosures of Meter Data to Third Parties.

## 906 – DATA BREACH NOTIFICATION (N)

Black Hills Power, Inc. will use reasonable efforts and commercially practicable methods to notify affected Customers of a breach of this policy. Black Hills Power, Inc. will restore the integrity of the system and data to the extent, and as soon as, reasonably practicable.

## 907 – HOLD HARMLESS

Once Black Hills Power, Inc. has disclosed Meter Data in accordance with this policy, federal or state law, applicable Governing Documents or requirements of a regulatory authority, Black Hills Power, Inc. is not responsible or liable in any way whatsoever after the disclosure of that information, including but not limited to, the security of such information, the use or misuse of such information or the subsequent disclosure by the recipient or other parties.

## 908 – QUESTIONS OR COMPLAINTS

Questions or complaints about the implementation or enforcement of this policy may be directed to:

Customer Service Dept.
Black Hills CorporationEnergy (T)
Corporate Headquarters
625 Ninth Street7001 Mt. Rushmore Road
Rapid City, SD 577021
Telephone, Black Hills Power: 1-88800-890742-55548948
Email: custservcustomerservice@blackhillscorpsupport.blackhillsenergy.com

## SOUTH DAKOTA ELECTRIC RATE BOOK #2



# APPENDIX A – ELECTRIC METER TESTING PROGRAM

### Purpose

To create a Meter Testing Program for all of the Black Hills Energy electric service territories, including Black Hills/Colorado Electric, Black Hills Power, and Cheyenne Light Fuel and Power, that addresses Electronic Meter Testing for accuracy. Black Hills Energy has converted all electric billing/revenue grade meters to single and polyphase electronic metering devices that are capable of two-way communication providing interval data, daily and cycle billing reads, and meter health alerts. This document will cover the meter test program and additional remote monitoring capabilities provided by the advanced metering infrastructure as it relates to meter performance.

### Meter Accuracy Requirements

BHE requires accuracy for new and in-service meters to be within 100 +/- 2.0 average percent registration in accordance with ANSI C12.1-2014, Section 5.1.1.2 as well as state and local regulations. Weighted percent registration, i.e., weighted average accuracy, for single-phase meters is defined by Method 1 shown in ANSI C12.1-2014, Section 5.1.4.1:

**〖Weighted Ave % Registration〗_(1∅)= ((4FL+LL))/5**

Weighted percent registration for polyphase meters is defined by Method 4, Section 5.1.4.4:

**〖Weighted Ave % Registration〗_(3∅)= ((4FL+2LL+PF))/7**

All meters with weighted average accuracy greater than 100% (+/- 2.0%) as part of acceptance or in-service testing are withheld or removed from service until repaired or replaced. All meters with an average error greater than +/- 5% as part of in-service testing are declared uniquely defective and removed from service. The test results of uniquely defective meters are excluded from statistical analysis only if the cause of error is attributed to external causes or outside forces (e.g., vandalism, tampering, lightning, corrosive environment, etc.). Tightened inspection of a meter lot (or sub lot) that experiences two failures within five consecutive test periods will be instituted in compliance with ANSI / ASQ Z1.9-2003 (R2018) Section A10. Failed tightened inspection lots are retired as soon as feasible or within a time frame determined by the Company. Each meter test is tracked by the meter's unique number. Test records will be retained for the life of the equipment. The Company tracks the meter location history for the life of the meter.

# SOUTH DAKOTA ELECTRIC RATE BOOK #2



## Meter Test Equipment

The Company will provide testing equipment as necessary to comply with applicable Commission rules. Equipment to be used as a reference or test standard will be certified annually utilizing industry approved equipment and calibrated with an instrument that is traceable to the National Institute of Standards and Technology. Reference or test standard equipment shall have a higher degree of accuracy than the equipment being calibrated and is only used for calibration purposes. Meter test equipment will be kept in a temperature stable environment. Current Certificate of Calibration and Testing documents will remain on file in the Meter Lab. Meter test equipment includes, but not limited to, WECO bench test units and Powermetrix field analyzers.

## New Meter Acceptance Testing

Pursuant to ANSI C12.1-2014 Section 5, new meter devices shall be either 100% tested by the utility, sample tested by the utility, or 100% tested by the Manufacturer. The Company requires that 100% of all meters are tested by the manufacturer at time of purchase. In addition to 100% factory testing, a sample of new and factory-repaired meters are tested prior to installation in accordance with ANSI/ASQ Z1.4-2003 (R2018) Sampling Procedures and Tables for Inspection by Attributes. Sampling Plan: General Inspection Level II, Normal Inspection, Single Sampling and AQL 2.5.

## Periodic Testing of Transformer-Rated Meters

The annual in-service Periodic Meter Test Program provides meter performance data for a year-end statistical analysis to ensure that metering accuracy standards are being maintained throughout the service life of meters. Periodic Testing generally applies to larger commercial, industrial and agricultural customers. At each meter site, the technician conducts an inspection, looking for any evidence of deterioration, wiring problems, tampering, theft or unsafe conditions. Site verification tests typically include inspection of wiring, instrument transformer ratios and burden performance, current to voltage phase relationships or power factor, and meter accuracy testing. Customer information is also reviewed to verify correct metering multiplier and other information to ensure accurate billing. Transformer-rated meter sites to be tested during the annual Periodic Meter Test Program shall be selected and scheduled for testing in January. All completed test records for the previous year's test program shall be entered before Jan 1. Operational challenges may occasionally prevent 100 percent of scheduled periodic testing from being completed. Under those circumstances a corrective action plan will be developed to ensure the remaining testing is prioritized for completion in the following calendar quarter. Periodic testing provides a fixed interval of two, five and ten years between tests. Each periodic meter group ("PMG") for the current test year consists of metering sites within each state of BHE's electric service territory, categorized based on that metering site's peak billed demand over the previous calendar year. The peak billed demand for each transformer-rated metering site is reviewed on an annual basis prior to selecting and scheduling sites for the next periodic test interval. The total number of meters corresponding to each PMG is determined and then divided by the periodic time interval indicated for that PMG. The result is the number of meter sites that will be scheduled for testing that year. To determine which specific meter sites in each group should be tested, meters without test dates are scheduled first followed by meters with the oldest test dates until the number of meters found for each group in the previous step is reached. Previous test dates are reviewed to ensure no meter site test intervals are exceeded. CT/PTs will be tested with the associated meter at a location.

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### Random Testing of Self-Contained Meters

The annual in-service Random Meter Test Program provides meter performance data for a year-end statistical analysis to ensure that metering accuracy standards are maintained throughout the service life of meters. This testing applies to residential and small commercial customers with self-contained meters. Based on analysis of Company historical test data for electronic meters and recommendations by ANSI Standard C12.1-2014, the random sample test program as described will begin in the sixteenth (16) year following meter purchase and continue annually thereafter. ANSI/ASQ Z1.9-2003 (R2018) Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming shall be used as a minimum standard for in-service random meter testing. All in-service billing / revenue meters in the Company's service territory will be divided into homogenous meter groups ("HMGs") based on manufacturer model and date of purchase. A random sample from each meter HMG will be selected and tested according to the same process as the New Meter Acceptance Testing process. Transformer-rated meters that are in-scope for the Periodic Meter Test Program are excluded from the Random Meter Test Program.

### Additional Monitoring and Information

All in-service meters will be monitored for performance through daily read and meter health reports generated by the metering system. Customer usage will be monitored through the customer billing system and any abnormalities will be investigated on a daily and weekly basis.
Meters returned from service that are to be re-deployed will be "As Found Tested" and reviewed for trends that may lead to additional testing or monitoring. Meters that are outside the acceptable operating standards will be retired from service. Meter Manufacturers have stated that electronic meter life expectancy to be 15 to 20 years and Company meter test data for electronic meters show no degradation of accuracy over the twenty years of data collected and analyzed. Thus, the random sample test program, as herein described, for the sixteenth year of meter service is appropriate for accuracy assurance for self-contained electric meters.

# NEW CUSTOMER QUESTION LIST

DATE OF REQUEST _____ NAME OF REQUESTER_____ PROJECT NAME_____

NAME OF PROPERTY OWNER(S)_____

PHYSICAL LOCATION OF SERVICE_____

MAILING ADDRESS OF SERVICE_____, _____, SD,_____
STREET CITY ZIP

RANGE_____TOWNSHIP_____SECTION¼ SECTION_____DESCRIBED PROPERTY_____

SUBDIVISION NAME_____ LOT/BLOCK NUMBER(S)_____

MAILING ADDRESS OF OWNER_____, _____, SD,_____
STREET CITY ZIP

PHONE NUMBERS OF OWNER_____, _____, _____
CELL HOME/BUSINESS WORK

ADJACENT LAND OWNERS POWER WILL CROSS: (Please provide copies of all Plats and deeds)

NAME_____ ADDRESS_____ PHONE_____

NAME_____ ADDRESS_____ PHONE_____

NAME_____ ADDRESS_____ PHONE_____

NAME OF ELECTRICIAN_____PHONE NUMBER OF ELECTRICIAN_____

NAME OF CONTRACTOR_____PHONE NUMBER OF CONTRACTOR_____

NAME OF TRENCHER_____PHONE NUMBER OF TRENCHER_____

DATE ESTIMATE IS NEEDED BY_____ DATE SERVICE NEEDED BY_____

CIRCLE ONE → RESIDENTIAL OR COMMERCIAL PERMANENT OR TEMPORARY HOME GAS OR TOTAL ELECTRIC

MAIN PANEL SIZE _____ MAIN PANEL VOLTAGE_____

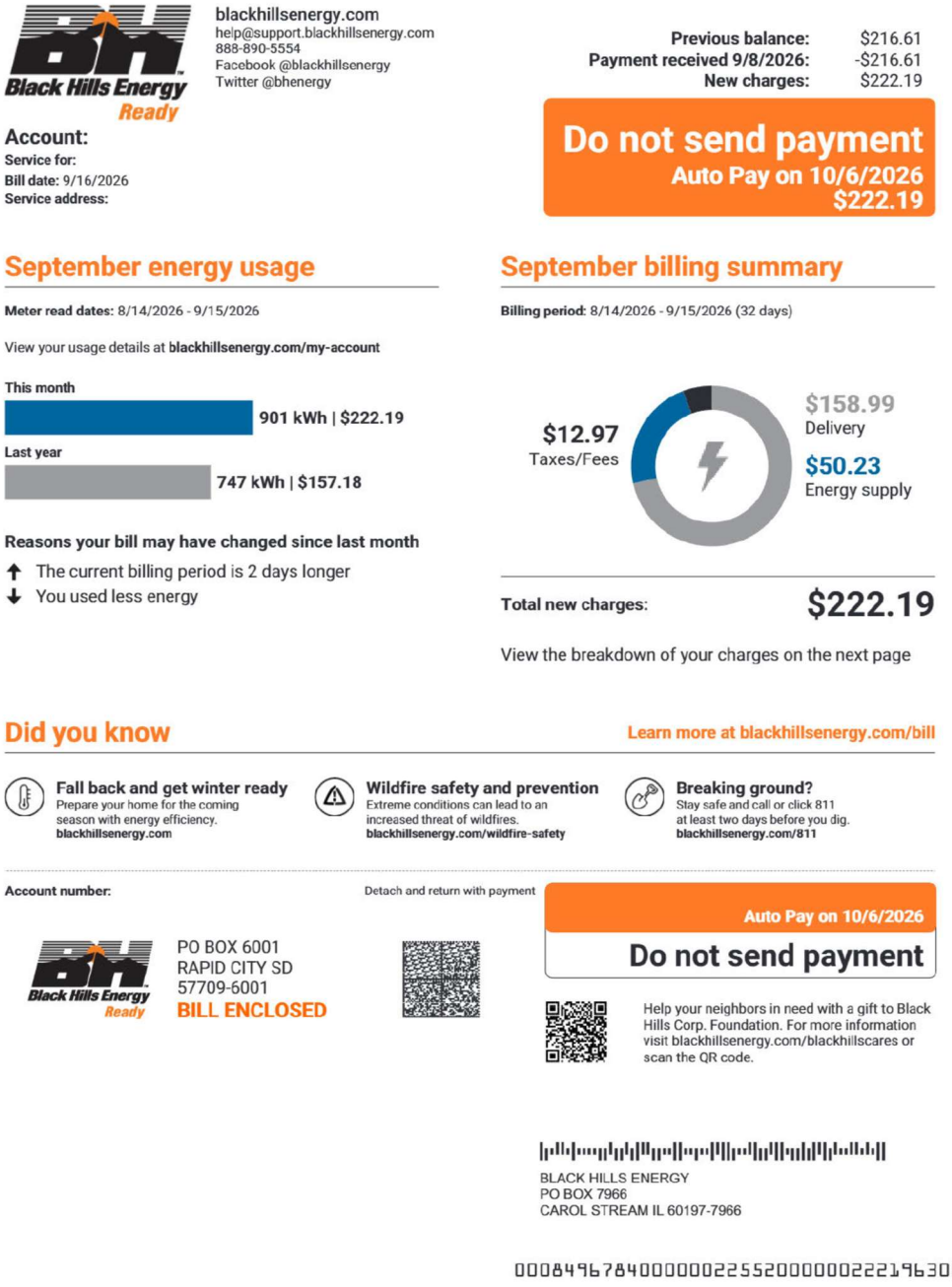
DATE AND TIME TO MEET AT SITE: _____

COMMENTS/CONTACTS/HISTORY _____

Note: Please call the BHP Business Office_____ to set up billing information on new service. The Business office will ask you to provide a letter of credit from your previous power provider or a deposit equal to two months revenue. All Temporary Construction Services will be charged the direct costs incurred for temporary connection and disconnection.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Ninth Revised~~Original Sheet No. 2
~~Cancels Eighth Revised Sheet No. 2~~



Black Hills Energy Ready

blackhillsenergy.com
help@support.blackhillsenergy.com
888-890-5554
Facebook @blackhillsenergy
Twitter @bhenergy

**Account:**
**Service for:**
**Bill date:** 9/16/2026
**Service address:**

| | |
|---|---|
| **Previous balance:** | $216.61 |
| **Payment received 9/8/2026:** | -$216.61 |
| **New charges:** | $222.19 |

**Do not send payment**
**Auto Pay on 10/6/2026**
**$222.19**

## September energy usage

**Meter read dates:** 8/14/2026 - 9/15/2026

View your usage details at **blackhillsenergy.com/my-account**

This month
**901 kWh | $222.19**

Last year
**747 kWh | $157.18**

**Reasons your bill may have changed since last month**

- The current billing period is 2 days longer
- You used less energy

## September billing summary

**Billing period:** 8/14/2026 - 9/15/2026 (32 days)

**$12.97** Taxes/Fees
**$158.99** Delivery
**$50.23** Energy supply

**Total new charges:** **$222.19**

View the breakdown of your charges on the next page

## Did you know

Learn more at blackhillsenergy.com/bill

**Fall back and get winter ready**
Prepare your home for the coming season with energy efficiency.
**blackhillsenergy.com**

**Wildfire safety and prevention**
Extreme conditions can lead to an increased threat of wildfires.
**blackhillsenergy.com/wildfire-safety**

**Breaking ground?**
Stay safe and call or click 811 at least two days before you dig.
**blackhillsenergy.com/811**

**Account number:**

Detach and return with payment

Black Hills Energy Ready
PO BOX 6001
RAPID CITY SD
57709-6001
**BILL ENCLOSED**

**Auto Pay on 10/6/2026**
**Do not send payment**

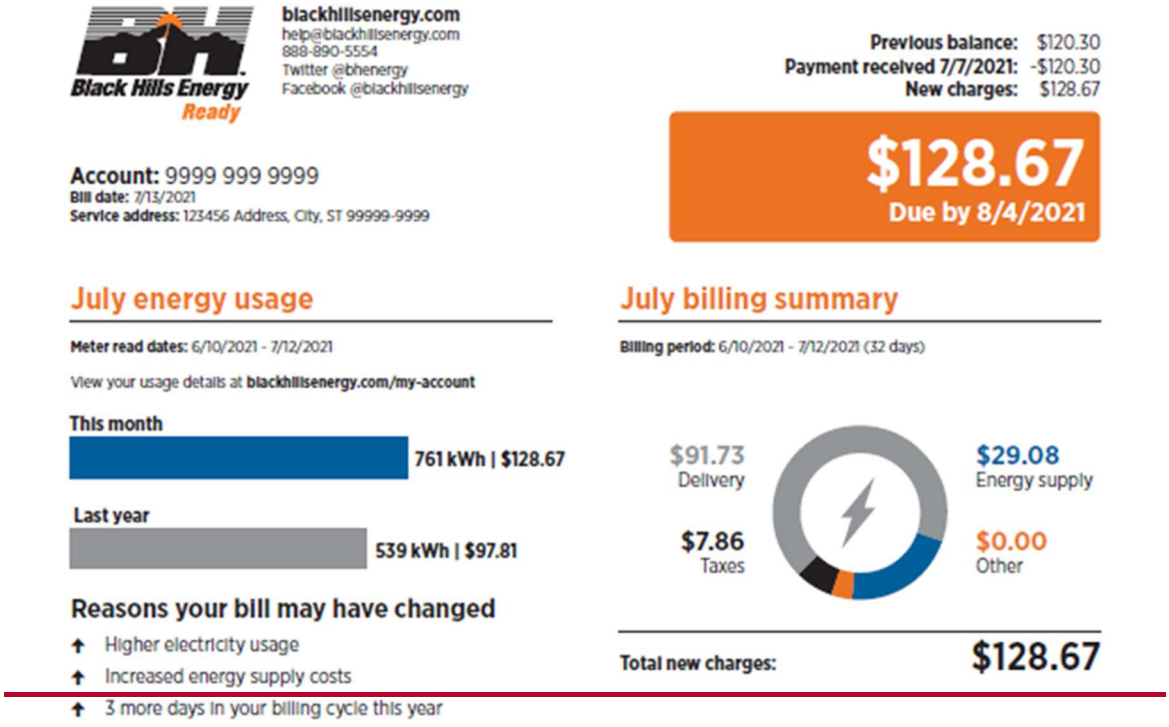
Help your neighbors in need with a gift to Black Hills Corp. Foundation. For more information visit blackhillsenergy.com/blackhillscares or scan the QR code.

00000000

BLACK HILLS ENERGY
PO BOX 7966
CAROL STREAM IL 60197-7966

00084967840000000225520000000222196306

(T)



blackhillsenergy.com
help@blackhillsenergy.com
888-890-5554
Twitter @bhenergy
Facebook @blackhillsenergy

Previous balance: $120.30
Payment received 7/7/2021: -$120.30
New charges: $128.67

$128.67
Due by 8/4/2021

Account: 9999 999 9999
Bill date: 7/13/2021
Service address: 123456 Address, City, ST 99999-9999

July energy usage

Meter read dates: 6/10/2021 - 7/12/2021

View your usage details at blackhillsenergy.com/my-account

This month: 761 kWh | $128.67

Last year: 539 kWh | $97.81

Reasons your bill may have changed

- Higher electricity usage
- Increased energy supply costs
- 3 more days in your billing cycle this year

July billing summary

Billing period: 6/10/2021 - 7/12/2021 (32 days)

$91.73 Delivery
$29.08 Energy supply
$7.86 Taxes
$0.00 Other

Total new charges: $128.67

Did you know

Learn more at blackhillsenergy.com/bill-smarts

Using and switching off power strips can save you up to $40 a year.

We're investing in the future of renewables with a goal of 70% by 2040.

Service Guard can protect you from costly appliance repairs.

Account: 9999 999 9999

Detach and return with payment

Due by 8/4/2021 $128.67

Amount enclosed:

PO BOX 6001
RAPID CITY SD
57709-6001

QR

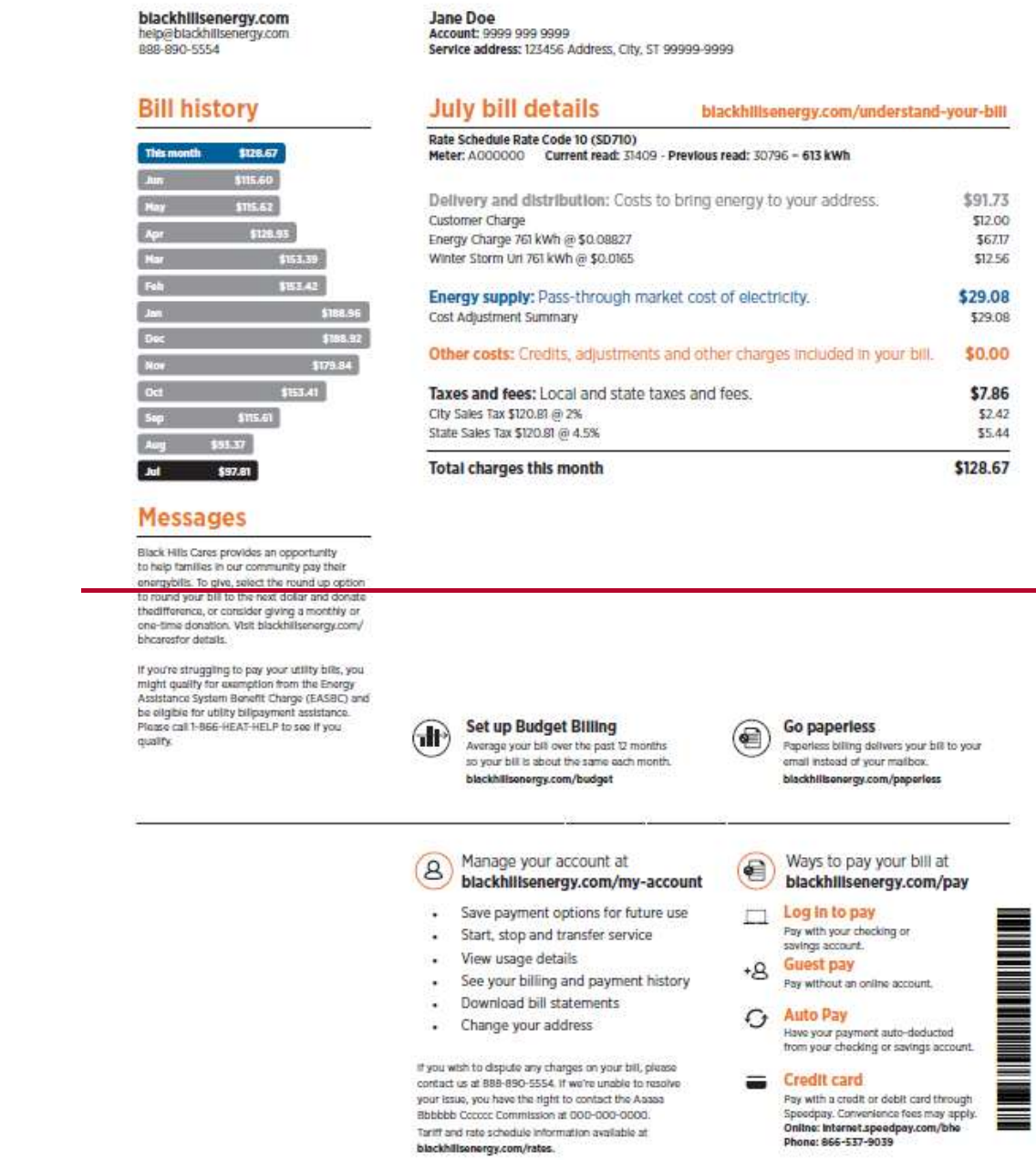
Help your neighbors in need with energy assistance through a donation to Black Hills Cares, part of Black Hills Corp. Foundation, give online at blackhillscares.com/donate or through one of the following methods:
One-time $_____ Monthly $_____ Round-up (x)_____

9999999-BHES999999-AB CDEFGHI-999999
JANE DOE
123456 ADDRESS
CITY, ST 99999-9999

MAKE CHECKS PAYABLE TO:
BLACK HILLS ENERGY
PO BOX 6001
RAPID CITY SD 57709-6001

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Eighth Revised~~Original Sheet No. 3
~~Cancels Seventh Revised Sheet No. 3~~



blackhillsenergy.com
help@blackhillsenergy.com
888-890-5554

**Jane Doe**
**Account:** 9999 999 9999
**Service address:** 123456 Address, City, ST 99999-9999

## Bill history



## July bill details

blackhillsenergy.com/understand-your-bill

**Rate Schedule Rate Code 10 (SD710)**
**Meter:** A000000 **Current read:** 31409 - **Previous read:** 30796 = **613 kWh**

| | |
|---|---|
| **Delivery and distribution:** Costs to bring energy to your address. | $91.73 |
| Customer Charge | $12.00 |
| Energy Charge 761 kWh @ $0.08827 | $67.17 |
| Winter Storm Uri 761 kWh @ $0.0165 | $12.56 |
| **Energy supply:** Pass-through market cost of electricity. | $29.08 |
| Cost Adjustment Summary | $29.08 |
| **Other costs:** Credits, adjustments and other charges included in your bill. | $0.00 |
| **Taxes and fees:** Local and state taxes and fees. | $7.86 |
| City Sales Tax $120.81 @ 2% | $2.42 |
| State Sales Tax $120.81 @ 4.5% | $5.44 |
| **Total charges this month** | **$128.67** |

## Messages

Black Hills Cares provides an opportunity to help families in our community pay their energybills. To give, select the round up option to round your bill to the next dollar and donate thedifference, or consider giving a monthly or one-time donation. Visit blackhillsenergy.com/bhcaresfor details.

If you're struggling to pay your utility bills, you might qualify for exemption from the Energy Assistance System Benefit Charge (EASBC) and be eligible for utility billpayment assistance. Please call 1-866-HEAT-HELP to see if you qualify.

**Set up Budget Billing**
Average your bill over the past 12 months so your bill is about the same each month.
**blackhillsenergy.com/budget**

**Go paperless**
Paperless billing delivers your bill to your email instead of your mailbox.
**blackhillsenergy.com/paperless**

Manage your account at **blackhillsenergy.com/my-account**

- Save payment options for future use
- Start, stop and transfer service
- View usage details
- See your billing and payment history
- Download bill statements
- Change your address

If you wish to dispute any charges on your bill, please contact us at 888-890-5554. If we're unable to resolve your issue, you have the right to contact the Aaaaa Bbbbbb Ccccc Commission at 000-000-0000. Tariff and rate schedule information available at **blackhillsenergy.com/rates.**

Ways to pay your bill at **blackhillsenergy.com/pay**

**Log in to pay**
Pay with your checking or savings account.

**Guest pay**
Pay without an online account.

**Auto Pay**
Have your payment auto-deducted from your checking or savings account.

**Credit card**
Pay with a credit or debit card through Speedpay. Convenience fees may apply.
**Online: internet.speedpay.com/bhe**
**Phone: 866-537-9039**

blackhillsenergy.com
help@support.blackhillsenergy.com
888-890-5554

**Account:**
**Service address:**

## Usage history




## Messages

A $3.33 late fee will be charged if full payment isn't received by the due date.

Lange II Generating Station update: We have requested PUC approval for a new bill surcharge beginning December 2026. The estimated residential impact is about $19.70 per month. For more information visit blackhillsenergy.com/poweringSD

## September bill details

blackhillsenergy.com/bill

**Rate Schedule Rate Code 14 (SD714)**
Meter:
**Kilowatt Hours**

| | | | |
|---|---|---|---|
| Reading | 9/15/26 | **18956** | Kilowatt Hours (kWh) |
| Reading | 8/14/26 | **- 18055** | Kilowatt Hours (kWh) |
| | | **901** | Kilowatt Hours (kWh) |

**Demand Charge**

| | | | |
|---|---|---|---|
| Reading | 8/15/26 @ 12:30pm | **10.02** | |
| Billing Demand | | **10.0** | Kilowatt (kW) |

**Delivery and distribution:** Costs to bring energy to your address. $158.99

**Billing Details for 08/14/26 - 08/17/26, 3 days.**

| | |
|---|---|
| Customer Charge | $1.59 |
| Demand Charge 0.94 kW @ $7.90 | $7.41 |
| Energy Charge 84 kWh @ $0.0208 | $1.76 |

**Billing Details for 08/18/26 - 09/15/26, 29 days.**

| | |
|---|---|
| Customer Charge | $15.41 |
| Demand Charge 9.06 kW @ $12.00 | $108.75 |
| Energy Charge 817 kWh @ $0.02948 | $24.07 |

**Energy supply:** Cost of electricity. **$50.23**

**Billing Details for 08/14/26 - 08/17/26, 3 days.**

| | |
|---|---|
| Cost Adjustment Summary | $4.71 |

**Billing Details for 08/18/26 - 09/15/26, 29 days.**

| | |
|---|---|
| Cost Adjustment Summary | $45.52 |

**Taxes and fees:** Local and state taxes and fees. **$12.97**

**Billing Details for 08/18/26 - 09/15/26, 29 days.**

| | |
|---|---|
| City Sales Tax $209.22 @ 2% | $4.18 |
| State Sales Tax $209.22 @ 4.2% | $8.79 |

**Total charges this month** **$222.19**

**Enroll in Service Guard**
Protect appliances from breakdowns and get your first month free!
**blackhillsenergy.com/service-guard**

**Black Hills Cares**
We help our neighbors who struggle to pay their energy bills.
**blackhillsenergy.com/assistance**

Manage your account at **blackhillsenergy.com/my-account**

- Save payment options for future use
- Start, stop and transfer service
- View usage details
- See your billing and payment history
- Download bill statements
- Change your address

If you wish to dispute any charges on your bill, please contact us at 888-890-5554. If we're unable to resolve your issue, you have the right to contact the South Dakota PUC by calling 605-773-3201 or in writing to 500 E. Capitol Ave, Pierre, SD 57501. Tariff and rate schedule information is available at **blackhillsenergy.com/rates.**

Find ways to pay your bill at **blackhillsenergy.com/pay**

**Log in to pay**
Pay through your online account.

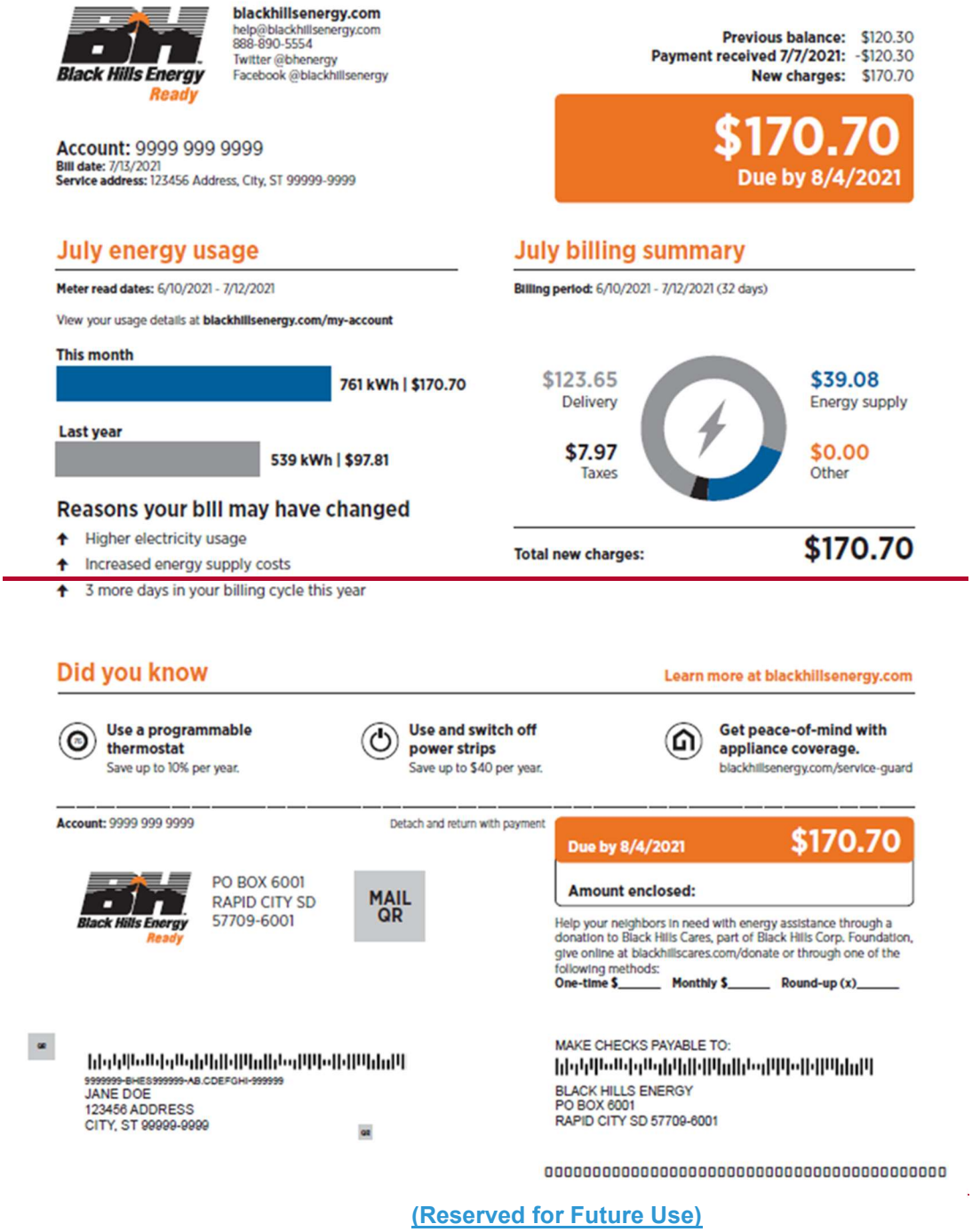
**Guest pay**
Pay without logging in.

**Auto pay**
Set up recurring payments for your bills.

**By phone**
Call 888-890-5554 to use our automated phone system.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

(T)



blackhillsenergy.com
help@blackhillsenergy.com
888-890-5554
Twitter @bhenergy
Facebook @blackhillsenergy

Account: 9999 999 9999
Bill date: 7/13/2021
Service address: 123456 Address, City, ST 99999-9999

Previous balance: $120.30
Payment received 7/7/2021: -$120.30
New charges: $170.70

$170.70
Due by 8/4/2021

July energy usage

Meter read dates: 6/10/2021 - 7/12/2021

View your usage details at blackhillsenergy.com/my-account

This month
761 kWh | $170.70

Last year
539 kWh | $97.81

Reasons your bill may have changed
- Higher electricity usage
- Increased energy supply costs
- 3 more days in your billing cycle this year

July billing summary

Billing period: 6/10/2021 - 7/12/2021 (32 days)

$123.65 Delivery
$39.08 Energy supply
$7.97 Taxes
$0.00 Other

Total new charges: $170.70

Did you know

Learn more at blackhillsenergy.com

Use a programmable thermostat
Save up to 10% per year.

Use and switch off power strips
Save up to $40 per year.

Get peace-of-mind with appliance coverage.
blackhillsenergy.com/service-guard

Account: 9999 999 9999

Detach and return with payment

Due by 8/4/2021 $170.70

Amount enclosed:

PO BOX 6001
RAPID CITY SD
57709-6001

MAIL QR

Help your neighbors in need with energy assistance through a donation to Black Hills Cares, part of Black Hills Corp. Foundation, give online at blackhillscares.com/donate or through one of the following methods:
One-time $_____ Monthly $_____ Round-up (x)_____

9999999-BHES999999-AB.CDEFGHI-999999
JANE DOE
123456 ADDRESS
CITY, ST 99999-9999

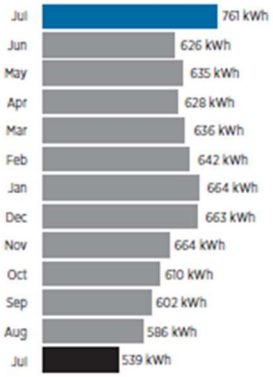
MAKE CHECKS PAYABLE TO:
BLACK HILLS ENERGY
PO BOX 6001
RAPID CITY SD 57709-6001

[(Reserved for Future Use)]

**blackhillsenergy.com**
help@blackhillsenergy.com
888-890-5554

**Jane Doe**
**Account:** 9999 999 9999
**Service address:** 123456 Address, City, ST 99999-9999

## Usage history




## July bill details

blackhillsenergy.com/bill

**Rate Schedule Rate Code 10 (SD720)**
**Meter:** A000000 **Current read:** 31557 - **Previous read:** 30796 = **761 kWh**

| | |
|---|---|
| **Delivery and distribution:** Costs to bring energy to your address. | $123.65 |
| Customer Charge | $15.00 |
| Capacity Charge 5 kW @ $8.00 | $40.00 |
| Energy Charge 761 kWh @ $0.077 | $58.60 |
| **Energy supply:** Pass-through market cost of electricity. | **$39.08** |
| Cost Adjustment Summary | $39.08 |
| **Other costs:** Credits, adjustments and other charges included in your bill. | **$0.00** |
| **Taxes and fees:** Local and state taxes and fees. | **$7.97** |
| City Sales Tax $122.73 @ 2% | $2.45 |
| State Sales Tax $122.73 @ 4.5% | $5.52 |
| **Total charges this month** | **$170.70** |

## Messages

Black Hills Cares provides an opportunity to help families in our community pay their energybills. To give, select the round up option to round your bill to the next dollar and donate the difference, or consider giving a monthly or one-time donation. Visit blackhillsenergy.com/bhcares for details.

**Set up Budget Billing**
Average your bill over the past 12 months so your bill is about the same each month.
**blackhillsenergy.com/budget**

**Go paperless**
Paperless billing delivers your bill to your email instead of your mailbox.
**blackhillsenergy.com/paperless**

Manage your account at **blackhillsenergy.com/my-account**

- Save payment options for future use
- Start, stop and transfer service
- View usage details
- See your billing and payment history
- Download bill statements
- Change your address

If you wish to dispute any charges on your bill, please contact us at **888-890-5554**. If we're unable to resolve your issue, you have the right to contact the Montana PSC at 800-646-6150, South Dakota PUC at 605-773-3201 or Wyoming PSC at 307-777-7427. Tariff and rate schedule information available at **blackhillsenergy.com/rates.**

Ways to pay your bill at **blackhillsenergy.com/pay**

**Log in to pay**
Pay with your checking or savings account.

**Guest pay**
Pay without an online account.

**Auto Pay**
Have your payment auto-deducted from your checking or savings account.

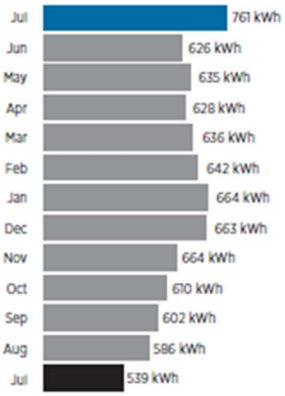
**Credit card**
Pay with a credit or debit card through Speedpay. Convenience fees may apply.
**Online: internet.speedpay.com/bhe**
**Phone: 866-537-9039**

~~(T)~~

**blackhillsenergy.com**
help@blackhillsenergy.com
888-890-5554

**Jane Doe**
**Account:** 9999 999 9999
**Service address:** 123456 Address, City, ST 99999-9999

## Usage history




## Messages

Black Hills Cares provides an opportunity to help families in our community pay their energybills. To give, select the round up option to round your bill to the next dollar and donate the difference, or consider giving a monthly or one-time donation. Visit blackhillsenergy.com/bhcares for details.

## July bill details

blackhillsenergy.com/bill

**Rate Schedule Rate Code 10 (SD720)**
**Meter:** A000000 **Current read:** 31557 - **Previous read:** 30796 = **761 kWh**

| | |
|---|---|
| **Delivery and distribution:** Costs to bring energy to your address. | $123.65 |
| Customer Charge | $15.00 |
| Capacity Charge 5 kW @ $8.00 | $40.00 |
| Energy Charge 761 kWh @ $0.077 | $58.60 |
| **Energy supply:** Pass-through market cost of electricity. | **$39.08** |
| Cost Adjustment Summary | $39.08 |
| **Other costs:** Credits, adjustments and other charges included in your bill. | **$0.00** |
| **Taxes and fees:** Local and state taxes and fees. | **$7.97** |
| City Sales Tax $122.73 @ 2% | $2.45 |
| State Sales Tax $122.73 @ 4.5% | $5.52 |
| **Total charges this month** | **$170.70** |

**Set up Budget Billing**
Average your bill over the past 12 months so your bill is about the same each month.
**blackhillsenergy.com/budget**

**Go paperless**
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**Guest pay**
Pay without an online account.

**Auto Pay**
Have your payment auto-deducted from your checking or savings account.

**Credit card**
Pay with a credit or debit card through Speedpay. Convenience fees may apply.
**Online: Internet.speedpay.com/bhe**
**Phone: 866-537-9039**

**(Reserved for Future Use)**

## SOUTH DAKOTA ELECTRIC RATE BOOK ~~#~~2



Black Hills Power
*Improving life with energy*

24 hour Customer Service call 1-800-742-8948

| | | |
|---|---|---|
| Notice Date | : | 06/19/2009 |
| Disconnect Date | : | 06/30/2009 |
| Past Due Amount | : | $75.00 |
| Total Account Balance | : | $88.95 |
| Last Payment Date | : | 05/20/2009 |
| Last Payment Amount | : | $245.00 |

**JOHN CUSTOMER**
Account Number : 0000 0000 00
Service Address : 0000 ANY ST
RAPID CITY SD 00000

**ATTENTION.....Your account has become past due. If you have already submitted payment, please disregard this notice. If your payment has been delayed, please read the important information below to avoid service interruption. If the past due amount is not received before the disconnect date shown above, service will be disconnected.**

We realize that from time to time situations arise that cause a delay in submitting your energy payment. If that has been the case, please submit payment immediately, or to make payment arrangements, contact our Customer Service Center toll-free at 1-800-742-8948. For your convenience, customer service representatives are available 24 hours a day, seven days a week.

Should it become necessary to discontinue your service, restoration will require you pay the past due amount plus a reconnection charge. Reconnection charges are:

$15.00 between the hours of 8 a.m. and 5 p.m. (M-F)
$30.00 between the hours of 5 p.m. and 10 p.m. (M-F)
$60.00 all other hours and holidays

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.

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 Avenue, Pierre, SD 57501-5070 or by calling 1-800-332-1782.

Thank you for your prompt attention to this request.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Black Hills Power
*Improving life with energy*

*BLACK HILLS POWER*
*PO BOX 1440*
*RAPID CITY, SD 57709-1440*

****SHUT OFF NOTICE****

| Account Number | Disconnect Date | Amount Due |
|---|---|---|
| 0000 0000 00 | 06/30/2009 | $75.00 |

BLACK HILLS POWER
PO BOX 1440
RAPID CITY, SD 57709-1440

00000011
JOHN CUSTOMER
0000 ANY ST
RAPID CITY SD 00000

**00000000000000000000000000000000000000000000**

BHC006 00000011 / 00000015

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Third Revised~~Original Sheet No. 7
~~Replaces Second Revised Sheet No. 7~~

ELECTRIC POWER SERVICE CONTRACT (TYPE #1) Contract Number _____
State Of South Dakota Effective Date _____

THIS CONTRACT, made between Black Hills Power, Inc. (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. Electric Power Supply. 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 facility, located at _____. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of _____ volts.

2. Company Facilities & Contract Capacity. 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 point of delivery which shall be at _____. Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of _____ (kilovolt amperes) of electric power, which shall constitute the Contract Demand hereunder. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and adjustment in Contract Demand shall be made accordingly.

3. Customer Facilities. 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. 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.

5. Terms. The initial term of this Agreement shall commence on _____, 20___, and shall extend for a period of not less than_____ years, and if not then terminated by at least _____months prior written notice by either party, the contract shall continue until so terminated.

~~(T)~~

6. 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, 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. ~~(C)~~

7. 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.

8. 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. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.

9. 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 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. Disconnect. 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.

11. Amendments. 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. Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its facility 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 _____, 20___, binding and extending to their successors and assigns.

Black Hills Power, Inc.

By: _____ By: _____

Title: _____ Title: _____ (T)

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Third Revised~~Original Sheet No. 10
~~Replaces Second Revised Sheet No. 10~~

Electric Power Service Contract (Type #2) Contract Number _____
State of South Dakota Effective Date _____

THIS CONTRACT, made between BLACK HILLS POWER, INC. (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. Electric Power Supply. 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 facility, located at_____. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of _____ volts. ~~(T)~~

2. Company Facilities & Contract Capacity. 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 _____. Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of ____ (kilowatts) (kilovolt amperes) of electric power, which shall constitute the Contract Demand hereunder. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and adjustment in Contract Demand shall be made accordingly.

3. Customer Facilities. 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. 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.

5. Terms. The effective date of this contract shall be _____, 20__, and shall continue for a period of not less than _____years, and if not then terminated by at least _____ months prior written notice by either party, shall continue until so terminated. ~~(T)~~

~~(C)~~

6. 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 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. 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.

8. 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. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.

9. 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 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. Disconnect. 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.

11. Amendments. 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. Advance Payment. 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. Refund of Advanced Payment. 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. Payment of Services. 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. Assignees And Successors. 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 _____, 20__, binding and extending to their successors and assigns.

BLACK HILLS POWER, INC.

By: _____ By: _____

Title:_____ Title: _____ ~~(T)~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Second Revised~~Original Sheet No. 13
~~Replaces First Revised Sheet No. 13~~

~~(C)~~

IRRIGATION PUMPING CONTRACT
State of South Dakota

Contract Number _____
Effective Date _____

THIS CONTRACT, made between BLACK HILLS POWER, INC. (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. 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 Irrigation Pumping Station, located in

   Such power and energy shall be _____ Phase, alternating current, approximately 60 hertz, 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 arrester, meter, 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 . Such facilities of Company shall be of sufficient capacity to satisfy a demand by Customer of (horsepower) of electric power. Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase.

3. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of points 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



Irrigation Pumping Contract (Type #1 *continued*) ~~(C)~~

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.

8. 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.

Irrigation 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.

ACCORDINGLY, the parties hereto have executed this Contract in duplicate this _____ day of _____, 20__, binding and extending to their successors and assigns.

By: _____ By: _____

Title: _____ Title: _____ ~~(T)~~

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



ELECTRIC POWER SERVICE CONTRACT
State Of South Dakota

Contract Number _____ ~~(C)~~
Effective Date _____

THIS CONTRACT, made between Black Hills Power, Inc. (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. Electric Power Supply. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's **qualified energy storage equipment** installed or to be installed by it at its facility, located at _____. Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at a nominal voltage of _____ volts.

2. Company Facilities & Contract Capacity. 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 point of delivery which shall be at _____. Such facilities of Company shall be of sufficient capacity to satisfy a **maximum On-Peak demand** by Customer of _____ (kilowatts) of electric power, which shall constitute the **Partial Storage Demand Limit** hereunder. **Customer has elected the _____ option under the Energy Storage Service schedule.**

3. Customer Facilities. 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. 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.

5. Terms. The initial term of this Agreement shall commence on _____, 20___, and shall extend for a period of not less than three years, and if not then terminated by at least twelve months prior written notice by either party, the contract shall continue until so terminated.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Third Revised~~Original Sheet No. 17
~~Replaces Second Revised Sheet No. 17~~

Energy Storage Service Contract (*continued*)

6. 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 Energy Storage Service 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. 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.

8. 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. Minimum and demand charges in said rate schedule shall be prorated should Customer be prevented from taking energy for a period in excess of forty-eight (48) hours occasioned by the occurrence of any of the above events to the Company's system.

9. 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 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. Disconnect. 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.

Energy Storage Service Contract (*continued*)

11. Amendments. 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. Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its facility 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 _____, 20__, binding and extending to their successors and assigns.

Black Hills Power, Inc.

By: _____ By:_____

Title:_____ Title:_____ ~~(T)~~

## Budget Billing Plan

If your electric bills fluctuate with the seasons, you should check into Black Hills Power's Budget Billing Plan. By averaging your high and low bills, your monthly payment remains constant, with only minor changes from month to month. This program helps even out the peaks and valleys in energy use and makes it easier on your budget.

## Paid By Bank - Automatically

With your authorization, the exact amount of your bill can be automatically withdrawn from your savings or checking account each month on its due date. In the event you have a question about your bill, you have a 10-day period to stop the payment withdrawl.

## Paid Online

Black Hills Power offers you a quick, reliable way to pay your bill with our online SpeedPay option. You can make your monthly payment with a check or credit card (Visa, Mastercard or Discover) online for a Western Union service fee. The fee for residential customers is $3.95 per $1,000 transaction. The fee for commercial customers is $9.95 per $2,000 transaction.

## Pay By Phone

To pay your bill by phone using our SpeedPay service, call the toll-free number at 1-866-499-3942. SpeedPay allows you to pay your monthly bill with a check or credit card (Visa, Mastercard or Discover) over the phone for a Western Union service. The fee for residential customers is $3.95 per $1,000 transaction. The fee for commercial customers is $9.95 per $2,000 transaction.

## Pay In Person

You may pay your bill in person at any BHP Customer Service office during regular business hours, or use the convenient drop box located at each office.

**Belle Fourche**
620 State St.
Belle Fourche, SD 57717
605-723-2460

**Custer**
447 Mt. Rushmore Rd.
Custer, SD 57730
605-673-4455

**Deadwood**
425 Cliff St.
Deadwood, SD 57732
605-722-2420

**Hot Springs**
401 N. River St.
Hot Springs, SD 57747
605-745-3120

**Newell**
121 3rd St.
Newell, SD 57760
605-456-2896

**Rapid City**
409 Deadwood Ave.
Rapid City, SD 57702
605-721-2660

**Spearfish**
145 E. Hudson St.
Speafish, SD 57783
605-722-2400

**Sturgis**
1060 Main St.
Sturgis, SD 57785
605-720-2440

**Newcastle**
333 West Main
Newcastle, WY 82701
307-746-2726

## Pay By Mail

You can mail your payment to Black Hills Power using the convenient two-way envelope that your bill comes in, or you can mail your bill to: **Black Hills Power**
PO Box 1440
Rapid City, SD 57709

## Pay At Your Bank

You may pay at most banking institutions in the Black Hills area by presenting your payment stub at the time of payment.

## Make Your Life Easier!

*Complete, sign and mail this form to* **Black Hills Power, PO Box 6006, Rapid City, SD 57709.**

YES! Sign me up for the following:

- ❑ Budget Billing
- ❑ Paid By Bank
  - ❑ *I have enclosed a voided check, or a photocopy, for verification of my bank account number*

## Customer Information

Name: _____

Account Number: _____

Service Address: _____

City: _____

State: _____ Zip: _____

Home Phone: _____

Work Phone: _____

E-mail: _____

Signature: _____

~~(C)~~

BHLP COPY

Black Hills Power
Energy for a lifetime.

№ 801243

## RESIDENTIAL ELECTRIC SERVICE
GUARANTEE CONTRACT

DATE

IN THE AMOUNT OF $

In consideration of Black Hills Power, Inc. ("Company"), not requiring a deposit to establish satisfactory 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 contact shall automatically terminate upon the happening of either of the following:

(a) After the Customer establishes satisfactory credit under the provisions of Section 20:10:19:11 of the Administrative Rules of The South Dakota Public Utilities Commission; 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

CUSTOMER'S ELECTRIC ACCOUNT NUMBER

CUSTOMER'S NAME

CUSTOMER'S SERVICE ADDRESS

CITY, STATE & ZIP CODE

GUARANTOR'S NAME

MAILING ADDRESS

CITY, STATE & ZIP CODE

GUARANTOR'S SIGNATURE

BHPL FORM #7

~~(C)~~

## *BLACK HILLS POWER, INC.*

**APPLICATION FOR PRIVATE OR PUBLIC AREA/OR FLOODLIGHTING SERVICE**

STATE OF South Dakota DATE 15 JULY, 2002

[1] THE UNDERSIGNED CUSTOMER REQUESTS *BLACK HILLS POWER, INC.* TO SUPPLY PRIVATE OR PUBLIC AREA AND/OR FLOODLIGHTING, TO BE LOCATED AT:

[NAME] [ADDRESS] [CITY]

AS FOLLOWS:

**PAL LIGHTS**

| NUMBER | TYPE | MONTHLY RATE PER UNIT | MONTHLY CHARGE |
|---|---|---|---|
| _____ | 9,500 LUMEN HPS (**100W HPS**) | _____ | _____ |
| _____ | 27,500 LUMEN HPS (**250W HPS**) | _____ | _____ |
| _____ | SPECIAL INSTALLATION CHARGE | _____ | _____ |

**FLOODLIGHTS**

| | | | |
|---|---|---|---|
| _____ | 27,000 LUMEN HPS (**250W HPS**) | _____ | _____ |
| _____ | 50,000 LUMEN HPS (**400W HPS**) | _____ | _____ |
| _____ | SPECIAL INSTALLATION CHARGE | _____ | _____ |

TOTAL MONTHLY CHARGE **$0.00**
(PLUS APPLICABLE SALES TAXES)

[2] CUSTOMER UNDERSTANDS THAT ACCEPTANCE OF THIS REQUEST BY THE COMPANY SHALL BE EVIDENCE BY THE INSTALLATION OF THE ABOVE LIGHTING SERVICE. SERVICE SHALL CONTINUE IN EFFECT FOR **2 YEARS** FROM THE DATE ABOVE AND THEREAFTER UNTIL TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE. BILLING AND PAYMENT SHALL NOT BEGIN UNTIL THE LIGHTING IS INSTALLED.

[3] THE FACILITIES INSTALLED BY THE COMPANY IN PERFORMANCE OF THIS REQUEST SHALL REMAIN THE PROPERTY OF THE COMPANY, AND CUSTOMER HEREBY GRANTS TO THE COMPANY THE RIGHT TO ENTER THE CUSTOMER'S PREMISES AS NECESSARY FOR THE INSTALLATION, MAINTENANCE AND AND REMOVAL OF SUCH FACILITIES.

[4] THE CUSTOMER AGREES TO PROVIDE OR SECURE, WITHOUT COST TO THE COMPANY, ALL NECESSARY RIGHT-OF-WAY PERMITS AND/OR EASEMENTS (INCLUDING RAILROAD AND FOREST SERVICE PERMITS).

[5] COMPANY WILL REPLACE BURNED-OUT LAMPS AND OTHERWISE MAINTAIN THE FACILITIES DURING REGULARLY SCHEDULED DAYTIME WORKING HOURS AS SOON AS PRACTICABLE FOLLOWING NOTIFICATION BY THE CUSTOMER. REPLACEMENT OF BREAKAGE FOR ANY REASON SHALL BE CHARGED TO THE CUSTOMER AT COMPANY'S COST.

[6] THIS REQUEST SHALL BE SUBJECT TO ALL APPLICABLE RULES AND VALID ORDERS OF LEGALLY CONSTITUTED REGULATORY AUTHORITIES HAVING JURISDICTION, AND TO APPLICABLE RULES AND REGULATIONS OF THE COMPANY AND TO THE TERMS OF THIS REQUEST, INCLUDING THE RATE SCHEDULES AND PROVISIONS THEREOF, ARE SUBJECT TO MODIFICATION FROM TIME TO TIME TO CONFORM TO ANY CHANGE MADE BY THE COMPANY IN THE RATES, RULES AND REGULATION APPLICABLE TO THE SERVICE RENDERED HEREUNDER. A COPY OF THIS SCHEDULE IS HEREBY ACKNOWLEDGED AS HAVING BEEN RECEIVED.

BLACK HILLS POWER, INC

BY: _____
TITLE: LINE SERVICE SUPERVISOR

_____
CUSTOMER

_____
[MAILING ADDRESS] [ZIP]

BHP&L FORM #321

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Third Revised~~Original Sheet No. 22
~~Replaces Second Revised Sheet No. 22~~

## Residential Customer Information Booklet

The customer handbook can be found at https://www.blackhillsenergy.com/customer-service/welcome-black-hills-energy~~www.blackhillscorp.com~~. (~~N~~T)

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~First Revised~~Original Sheet No. 23
~~Replaces Original Sheet No. 23~~

District_____ ~~(C)~~
W.O.#_____

BLACK HILLS POWER, INC.
Application and Agreement for Electric Service Extension
State of South Dakota

Contract Number_____
Effective Date_____

Black Hills Power, Inc. (the Company) and the "Applicant"

Applicants:_____
Address_____ City_____Zip _____

Agree as follows:

(1) The Company will install and furnish electric serve for the Customer at for a new _____ located in _____ 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. That Annual Revenue from service to the Applicant as determined under Section 800 Line Extensions of the Company's Tariffs is $___0.00___ resulting in a Line Extension Allowance of $0.00 of Company financed facilities (cost estimate attached).

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.

(3) If applicable, the Applicant agrees to pay to the Company, prior to construction 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 (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.

(5) 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



Application and Agreement for Electric Service Extension (*continued*) ~~(C)~~

(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 may 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 and be considered when determining the Applicant's entitlement of 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 (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. Eligibility for refunds under (b) above is determined 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.

**Applicant**

_____

Date_____

**Black Hills Power Inc.**
Accepted by:

_____

Date_____

Copies: Applicant

Black Hills Power, Inc. d/b/a Black Hills Energy
Rapid City, South Dakota

Property
G.O. Contract file
District Office

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~First Revised~~Original Sheet No. 25
~~Replaces Original Sheet No. 25~~

District_____ ~~(C)~~

W.O.#_____

BLACK HILLS POWER, INC.
Optional Seasonal Use
Application and Agreement for Electric Service Extension
State of South Dakota

Black Hills Power, Inc. (the Company) and the "Applicant" _____ Address_____ _____ City_____Zip _____ Agree as follows:

(1) The Company will install and furnish electric serve 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 hook-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 facilities:

(b) 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 service to Customer and for continuing, upgrading or extending said lines over and across the property owned or controlled by Applicant.

(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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~First Revised~~Original Sheet No. 26
~~Replaces Original Sheet No. 26~~

Optional Seasonal Use Application and Agreement for Electric Service Extension (*continued*) ~~(C)~~

(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 and be considered when determining the Applicant's entitlement of 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, Inc.
Accepted by:

_____ _____

Date_____ Date_____

Copies: Applicant
Property
G.O. Contract file
District Office

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**

Section No. 6
~~Second Revised~~Original Sheet No. 27
~~Replaces First Revised Sheet No. 27~~

ELECTRIC POWER SERVICE CONTRACT
COMBINED ACCOUNT BILLING
State Of South Dakota

Contract Number _____
Effective Date _____

THIS CONTRACT, made between Black Hills Power, Inc. (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. Electric Power Supply. 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.

3. Combined 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. Coincident Demand and Energy Billing. 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.

(T)

5. Customer Facilities. 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.

Combined Account Billing for Electric Service Extension (*continued*)

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.

7. Terms. The effective date of this Agreement shall be _____, ___, and shall continue for a period of not less than three years and shall thereafter 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, as defined below, from any alternative energy supplier. In order to qualify as a Bona Fide Offer, the initial term must be at least six (6) months. Customer shall provide Company its request for proposal at least two 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 3 working 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 five 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 five 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. (T)

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 General Service-Large (Optional Combined Account Billing) 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 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.

10. 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.

**SOUTH DAKOTA ELECTRIC RATE BOOK #2**



Combined Account Billing for Electric Service Extension (*continued*)

11. 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. Disconnect. 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. Amendments. 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. Assignees And Successors. 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 executed this contract in duplicate this ____ day of , _____, binding and extending to their successors and assigns.

| Black Hills Power, Inc. | Customer Name |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ ~~(T)~~ |

(N)

GRADE AGREEMENT

This Agreement made the _____ day of _____, 20____ between Black Hills Power, Inc. hereinafter called the Company, and _____ _____, hereinafter called the Developer, witnesseth:

The Company will locate its equipment, and facilities in areas requested and designated by the Developer on the land being developed by Developer as shown on the Map or Plat of _____ which Map or Plat is hereby attached to and made a part of this Agreement. The Developer shall furnish to the Company the final elevations and grades, which final elevations and grades shall be accurate to ±6 inches (final elevations and grades, are interpreted to mean, all work necessary prior to acceptance by homeowner). In addition, the Developer shall advise the Company prior to commencing any excavations or grades after Company facilities have been constructed, Developer will pay at its sole expense all costs of raising, lowering, relocating, or otherwise rearranging, repairing, or changing such facilities when in the opinion of the Company such work is necessary to provide required clearances, stability and protection of structures or underground facilities in accordance with an applicable building or construction codes, and policies of the Company. In the event that the Developer or any independent contractor of the Developer has not complied with the terms and conditions of this Agreement, and if damage to any existing Company facilities occurs, the Developer shall pay all damages and loss suffered by the Company in repairing, relocating, or replacing such facilities, including a reasonable attorney's fee.

The Developer will establish a sufficient number of lot corners when requested by Company in order that the Company facilities may be placed in its proper location with respect to easement, street, or alley lines, and other utilities.

In witness whereof the aforesaid parties have hereunto by their authorized representatives set their hands and seals on the day and year first above written.

Witness or Attest:

_____

Black Hills Power

By: _____

Developer

_____

By:_____