



Fergus Falls, Minnesota

Minnesota Public Utilities Commission

ELECTRIC RATE SCHEDULE

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*First Revision*

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**TARIFF SCHEDULES**

# **Applicable to Electric SERVICE**

of

**Otter Tail Power Company**



Fergus Falls, Minnesota

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## **GENERAL SERVICE RULES**

### **Section 1.01 SCOPE OF GENERAL RULES AND REGULATIONS**

These General Rules and Regulations govern electric service provided to any Customer under any of the various Company rate schedules. Where there are differences between these General Rules and Regulations and the Rules of the Minnesota Public Utilities Commission or Minnesota Statutes (as the same may be amended from time to time), the Minnesota Statutes will control, followed by the Rules, and then by these General Rules and Regulations. Exceptions, if any, to the application of these General Rules and Regulations to a particular rate schedule are noted on that schedule. Unless otherwise specifically noted, capitalized words and phrases in these General Rules and Regulations and in the other provisions of Company Tariffs and Riders shall have those meanings given in Section 8.01, the Glossary.



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## Section 1.02 APPLICATION FOR SERVICE

Anyone desiring electric service from the Company must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require an Electric Service Agreement before the service will be furnished. Receipt of electric service shall make the recipient a Customer of the Company, subject to the Company's rates, rules and regulations, whether service is based upon the Tariff, an Electric Service Agreement, or otherwise. All applications and contracts for service shall be made in the legal name of the party desiring service. The customer making application for service is required to provide the Company a valid mailing address for purposes of billing. Customer shall provide email address, phone number, or text for limited and legally allowed customer notifications including outage information or service disconnect, for example, but Customer may unsubscribe from receiving notifications at any time. The Customer will be responsible for payment of all services furnished. A Customer shall give the Company not less than two business days prior notice to connect service.

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N  
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The Customer may take service pursuant to any Commission-approved rate(s) for which the Customer qualifies. The Customer making application for service is required to be of legal age (18) unless evidence is provided that the person is an emancipated minor. The Customer is required to take service under the selected rate(s) for a minimum of one year, unless the Customer desires to change its service to any rate offering that is newly approved within the one-year period and for which the Customer qualifies, or it is determined that the Customer does not qualify for service under the current selected rate(s). If the Customer changes service to a different rate, the Customer shall not be permitted to revert to the originally applicable rate for a period of one year, unless it is determined that the Customer does not qualify for service under the current rate(s). The Customer shall provide the Company at least 45 days prior notice in the event of any requested change.





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## Section 1.03 DEPOSITS, GUARANTEES AND CREDIT POLICY

The Company may require a deposit as a condition of service if the credit history of an applicant Customer does not demonstrate that payment is assured. In determining credit history, the provisions of Minnesota Rules 7820.4700 shall apply and the Company shall only use credit reports reflecting the purchase of utility services unless the applicant Customer consents in writing to the use of additional credit reports. Any credit history used shall be mailed to the applicant Customer. A Customer's refusal to permit use of credit rating or credit services other than that of a utility will not affect the determination of the Company as to the applicant Customer's credit history. C C

A deposit may be required from an existing Customer of the Company, or from an applicant who has been a Customer of the Company within the six months preceding application for service, if the Customer has been disconnected or has been liable for disconnection for nonpayment of a bill to the Company which is not in dispute, or if the service of the Customer has been disconnected for any other permissible reason which is not in dispute. N

No deposit will be required where a Customer was previously a Company Customer, has no outstanding undisputed bill, and was not disconnected under an applicable Rule of the Minnesota Public Utilities Commission.

A deposit, if required under this Section 1.03, shall not exceed an estimated or known amount of two months' gross billings. Deposits shall accrue interest at the rate specified by the laws of the State of Minnesota. Interest earned will be applied against the electric service bill in December. Any unpaid interest at the time of final settlement of Customer Accounts will be credited to the Customer. A deposit shall be repaid to a Customer after 12 consecutive months of prompt payment, or upon discontinuation of service, subject to the prior offset of any outstanding service billing. With notice to the Customer, a deposit may be applied by the Company to the Customer's bill when the bill has been determined by the Company to be delinquent. N

If a Customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover two months' billing, a new or additional deposit may be required by the Company upon reasonable written notice to the Customer. C

The Company may, in lieu of a deposit, accept a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum not exceeding the deposit requirement is guaranteed. The term of such a guarantee contract shall be for no longer than 12 months. The guarantee contract shall automatically terminate after the Customer has closed and paid the NC C



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Customer's Account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems the guarantee contract insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

A payment that has been dishonored twice by the issuing financial institution will be considered nonpayment of a utility bill.



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## Section 1.04 CONNECTION CHARGE

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**CONNECTION CHARGE ON APPLICATION OR FOLLOWING CUSTOMER'S TEMPORARY DISCONNECTION:** Customers applying for service will pay a connection charge of \$15.00. The connection charge shall apply to any new Account and for reconnection following temporary disconnection at the Customer's request. The connection charge applies to the Account and not each Meter; it will not apply where an additional Meter is added at the same location for a different type of service for an existing Customer.

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**CONNECTION CHARGE AFTER DISCONNECT FOR NONPAYMENT:** Prior to reconnection following disconnection for nonpayment, a connection charge of \$15.00 is due and payable.

**SERVICE RELOCK CHARGE:** The Company will charge \$100.00 for reconnecting service where the Company has disconnected service and subsequently returned to relock the service after it was reconnected without Company authorization. This charge will be in addition to any charges that may be due on account of the unauthorized reconnection, pursuant to Section 3.02 of these General Rules and Regulations.

**TEMPORARY METER SOCKET DETACHMENT AND REATTACHMENT CHARGE:** Customers can request temporary socket detachment and reattachment of Customer owned Meter sockets, masts or conduits on Customer-owned property. The Company service representative may decline the request at service representative's discretion if the detachment would affect other Customers, or is determined to be unnecessary to meet the Customer's needs. The fee for a temporary socket detachment is \$50.00 and will be identified on the monthly bill as a "Service call, Meter socket."

**ADDITIONAL CHARGES:** The Company is not required to connect or reconnect service outside its normal business hours. Reasonable effort will be given to restore service within 24 hours of the Customer's reconnection request. In addition to the applicable charges listed above, Accounts connected or reconnected outside of normal business hours will be charged overtime charges for the amount of time required, or a minimum of two hours, whichever is greater. If connection or reconnection is a continuation from 5 p.m., overtime charges will be calculated based on the amount of time it takes the employee to connect or reconnect. The overtime charge is equal to the average overtime cost the Company incurs for its service representatives. If several Accounts are either connected or reconnected, or both during the same call back period, any overtime charges shall be divided among the several Accounts.



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## Section 1.05 CONTRACTS, AGREEMENTS AND SAMPLE FORMS

The following contracts and agreements are listed in Section 1.05:

- Electric Service Agreement
- Irrigation Electric Service Agreement
- Outdoor Lighting and Municipal Services Agreement
- Summary Billing Service Contract
- Guarantee in Lieu of Deposit
- Controlled Service Agreement
- Standard Electric Service Statement **C**
- Commercial Electric Service Statement **C**
- Electric Service Statement (Interval Billing)



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ELECTRIC SERVICE AGREEMENT

Overhead  
Underground

Work Order No. \_\_\_\_\_  
Electric Rate Schedule No. \_\_\_\_\_  
Rate Code No. \_\_\_\_\_

THIS AGREEMENT is made by and between \_\_\_\_\_  
of \_\_\_\_\_ (the "Customer") and Otter Tail Power Company (the "Company"), a Minnesota corporation.

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric Energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company, as they now exist or may hereafter be changed, and filed in its approved Tariff with the Minnesota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the Minnesota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. A copy of the Rules and Regulations including rate schedules is available from the Company.
2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. Customer shall receive service at \_\_\_\_\_  
County of \_\_\_\_\_, State of MN.
3. The Company shall supply to Customer \_\_\_\_\_ phase electric service, at \_\_\_\_\_ nominal volts, having a specific Demand classification of \_\_\_\_\_ or an estimated Demand of \_\_\_\_\_, and having an estimated load factor of \_\_\_\_\_% (if any of the aforementioned is not applicable, so indicate). If applicable, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$ \_\_\_\_\_.
4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the Customer chooses to participate in during the entire term of this agreement.
5. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of \_\_\_\_\_ ( ) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's Tariffs, or for the full payment of amounts required pursuant to paragraph 7 of this agreement. Customer may not assign this Agreement except upon written consent of the Company.
7. If applicable, as required by the Company Tariff for service extension costs, it is agreed that the Customer will make minimum payments of \$ \_\_\_\_\_ per month for electric service received by the Customer at the service location, for a minimum period of thirty six (36) months. If the Customer elects to discontinue service prior to the end of the thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$ \_\_\_\_\_. The Customer agrees to make an advance payment in the amount of \$ \_\_\_\_\_ prior to installation of service. This advance payment shall be retained by the Company and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, the Company shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to the Company the unpaid balance of the Minimum Total Payment.
8. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of \_\_\_\_\_, 20\_\_.

Customer

OTTER TAIL POWER COMPANY

By: \_\_\_\_\_





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IRRIGATION ELECTRIC SERVICE AGREEMENT

\_\_\_\_ Overhead  
\_\_\_\_ Underground

Work Order No. \_\_\_\_  
Electric Rate Schedule No. \_\_\_\_  
Rate Code No. \_\_\_\_

THIS AGREEMENT is made by and between \_\_\_\_\_  
of \_\_\_\_\_ (the "Customer") and Otter Tail Power Company (the  
"Company"), a Minnesota corporation.

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric Energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company as they now exist or may hereafter be changed, and filed in its approved tariff with the Minnesota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the Minnesota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. A copy of the Rules and Regulations including rate schedules is available from the Company.
2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. Customer shall receive service at \_\_\_\_\_ County of \_\_\_\_\_, State of MN.
3. The Company shall supply to the Customer \_\_\_\_ phase electric service, at such voltage as determined by the economically available source of supply. The Customer will report the reading of its meter once each month or when requested to do so by the Company.
4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement.
5. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of five (5) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's Tariffs, or for the full payment of amounts required pursuant to paragraphs 7 and 8 of this agreement. Customer may not assign this agreement except upon written consent of the Company.
7. If applicable, Customer has elected to build or purchase the extension of lines not needed to serve other customers of the Company, and the point of line extension at which Customer-owned line extension meets with the Company-owned line is at: \_\_\_\_\_. Customer shall be responsible to ensure that the line extension on Customer's side of the metering point meets applicable electric codes and standards. Unless otherwise stated in this Agreement, all equipment on Customer's side of this metering point is owned by Customer, and all equipment on the Company's side of the metering point is owned by the



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Company. Unless otherwise agreed to by the Company in writing, the Company shall not maintain or operate Customer's line or equipment and Customer is required to operate and maintain its line and equipment at Customer's own expense. Exceptions (if any) are as follows: \_\_\_\_\_. If at any time, in the opinion of the Company, that portion of the line extension owned by Customer interferes with the operation of the Company's line or system, or shall be a hazard to persons or property, the Company reserves the right to discontinue service until Customer's line extension has been restored to a safe and proper condition.

8. As required under its Electric Rate Schedule for this service, the Customer shall pay an annual fixed charge to compensate the Company for its investment in the extension of lines (which shall exclude any line extensions provided by the Customer as described in Paragraph 7), including the Special Facilities charges as identified in Section 5.03 of the General Rules and Regulations for rebuilding or cost of capacity increase in lines or apparatus, necessitated because of the Customer's irrigation pumping load. The Company's total investment is \$\_\_\_\_\_. The Customer elects to pay this charge as follows:

Annual Fixed Charge is:

\_\_\_\_\_ Equal to 18% of the Investment of the Company, which annual amount for Customer is \$\_\_\_\_\_, paid in seven equal monthly payments.

Or

\_\_\_\_\_ Prepayment of the installation and costs of the equipment in the amount of \$\_\_\_\_\_ and payment for the term of this Agreement of an annual fixed charge equal to 3.5% of the Investment of the Company, which annual amount for the Customer is \$\_\_\_\_\_, paid in seven equal monthly payments.

9. The Company shall have the right to transmit electric Energy over any and all extensions of lines used to supply Customer's service, to other customers who shall apply for service, either by connecting with existing extensions of lines or by erecting and installing new extensions of lines, provided that such service to other customers shall not interfere with the service furnished to Customer.
10. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Customer

OTTER TAIL POWER COMPANY

By: \_\_\_\_\_



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OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between Otter Tail Power Company (the "Company"), a Minnesota corporation, and \_\_\_\_\_ (the "Customer").

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric Energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company as they now exist or may be hereafter changed, and filed in its approved Tariff with the Minnesota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the Minnesota Public Utilities Commission, or such superseding rate(s) as may be approved in the future. A copy of the Rules and Regulations including rate schedules is available from the Company.
2. The Company shall provide and the Customer shall pay for the services specified in this Agreement for a term of one year with an effective date of the term to begin \_\_\_\_\_, and terminating \_\_\_\_\_, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's Tariff, or for the full payment of amounts required pursuant to paragraph 15 of this agreement. Customer may not assign this agreement except upon written consent from the Company.
3. If Customer does not receive any one or more of the services described below, indicate by inserting "N/A" as appropriate.

OUTDOOR LIGHTING

Work Order No. \_\_\_\_\_  
Electric Rate Sched. No. \_\_\_\_\_  
Rate Code No. \_\_\_\_\_  
Account No. \_\_\_\_\_

4. The Customer elects to receive, and the Company shall provide, the following outdoor lighting service at the following location(s): \_\_\_\_\_:

\_\_\_\_\_ Outdoor Lighting - Company-Provided Equipment:

Number of Units	Unit Type	Wattage Rating	Monthly Charge

\_\_\_\_\_ Outdoor Lighting - Energy Only - Non-Metered

Number of Units	Unit Type	Connected kW per Unit	Monthly Charge

\_\_\_\_\_ Outdoor Lighting - Energy Only - Metered





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5. If the Customer elects to receive service as Outdoor Lighting - Company-Provided Equipment or Outdoor Lighting - Energy Only - Non-Metered, the number of units or type of unit shall not be changed from that shown in Paragraph 4 above, except by mutual consent of the parties.
6. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
7. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_\_  
Electric Rate Sched. No. \_\_\_\_\_  
Rate Code No. \_\_\_\_\_  
Account No. \_\_\_\_\_

8. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the pumps for the Customer's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with this Agreement and in the Terms.
9. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
10. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**FIRE SIRENS (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_\_  
Electric Rate Sched. No. \_\_\_\_\_  
Rate Code No. \_\_\_\_\_  
Account No. \_\_\_\_\_

11. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer's fire/warning sirens listed below.
12. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
13. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.05  
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**GENERAL PROVISIONS**

14. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
15. If applicable, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the General Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$\_\_\_\_\_.
16. All previous agreements, if any, between the parties covering the subject matter hereof are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this Agreement, except as specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date stated in Paragraph 2 above.

OTTER TAIL POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER

By \_\_\_\_\_

Title: \_\_\_\_\_



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.05  
Contracts, Agreements and Sample Forms

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Third Revision



**SUMMARY BILLING SERVICE CONTRACT**

**Primary Customer Information** [Send master account billing to:]

Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Customer Authorization**

The undersigned Customer authorizes Otter Tail Power Company ("Company") to provide Summary Billing Service according to the Company's General Rules and Regulations as they now exist or may hereafter be changed and filed in its approved Tariff with Minnesota Public Utilities Commission. The terms and conditions of Summary Billing Services are described in Section 4.12 of the Company's General Rules and Regulations. A copy of the Rules and Regulations including rate schedules is available from the Company. Customer accounts to be included for Summary Billing Services shall be attached to this contract. The Customer agrees to provide the Company the most recent copy of all bills selected for summary billing or to complete a Summary Billing Service Worksheet provided by the Company.

**Changes by Customer**

Requests to change Summary Billing Services, including adding or deleting accounts included in a summary bill must be made 45 days before the desired effective date. Requests for changes are subject to Company approval.

**Changes by Company**

The Company reserves the right to make changes from time to time in the administration of Summary Billing Services. Company will notify participating customers of any changes to the service provided.

**Termination**

This contract may be terminated by the Customer or the Company with 45 days' advance written notice. Termination will cause the Company to discontinue the Customer's summary bill, reverting the individual accounts to separate monthly billing with the bills mailed to their individual mailing addresses unless otherwise specified by Customer in writing at the time of termination.

**Liability**

The Company shall not be liable for any customer costs that may result from actions by the Company pursuant to its approved Tariff, including but not limited to any refusal, delays or failure to provide for summary billing service when requested, for summary bill account charges or for reverting accounts to standard billing and mailing.

**Approval Signatures**

	_____	Otter Tail Power Company
Customer Representative	_____	By: _____
Title	_____	Title _____
Date	_____	Date _____



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.05  
Contracts, Agreements and Sample Forms

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**Guarantee in Lieu of Deposit**

\_\_\_\_\_  
(Customer's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Account Number)

Guaranteed  
Amount \$ \_\_\_\_\_

I, \_\_\_\_\_ ("Guarantor"), guarantee to Otter Tail Power

Company ("Company") payment of the electric service bills of \_\_\_\_\_

("Customer"), in an amount not to exceed the Guaranteed Amount indicated above, which is an estimated two (2) months' billings for service.

This Guarantee shall be effective for twelve (12) months (the "Guarantee Period"), commencing on the date signed and terminating automatically at the end of the Guarantee Period, unless earlier terminated by any of the following:

1. The Customer discontinues receiving electric service from the Company.
2. The Customer changes the service location covered by this Guarantee.
3. The Customer makes prompt payment to the Company of all electric service bills for 12 consecutive months.
4. The Guarantor gives the Company sixty (60) days prior written notice of termination.
5. The Customer makes payment of the security deposit required by the Company.

\_\_\_\_\_  
(Name of Guarantor)

\_\_\_\_\_  
(Signature of Guarantor)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Phone # of Guarantor)

\_\_\_\_\_  
(Signature of Customer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Address of Guarantor)

\_\_\_\_\_  
Otter Tail Power Company

By: \_\_\_\_\_

Title: \_\_\_\_\_



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.05  
Contracts, Agreements and Sample Forms

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Fifth Revision

## Controlled Service Agreement

Customer Name \_\_\_\_\_

Service Address \_\_\_\_\_

Account Number \_\_\_\_\_

Location Number \_\_\_\_\_



The undersigned Customer agrees to purchase Controlled Service from Otter Tail Power Company (the "Company") subject to the Company's Rules and Regulations as they now exist or may hereafter be changed and filed in the approved Tariff with the Minnesota Public Utilities Commission. A copy of the Rules and Regulations is available from the Company.

The Company's "Controlled Service" rate is designed to provide a reduced rate to customers who have electrical loads that can be shut off during "peak" demand periods.

When the electric loads are space heating systems, there is a danger that damage to the premises may result if an alternate fuel heating system is not available to come on when the electric heat is shut off during the control period. This danger is obviously most prevalent if the alternate fuel must be hand-fired, such as a wood burner or in some rare cases where no alternate system is available.

While the Company does not specify what type of alternate fuel must be used, Customers who choose to have a hand-fired (non-automatic) system or no backup need to be aware of the possible consequences of electric heat being switched off during control periods when nobody is available to hand-fire the alternate heating system or to monitor the temperature in the premises.

In order for the Company to offer the reduced rate, it must be able to turn off all electric heat.

Controlled Service requires that no electric heating be used in the premises when the Company is controlling these electrical loads.

If the electric heat is shut off and no other heat source comes on to provide heat, water in plumbing pipes and fixtures could freeze and burst. Other damage could also result from freezing temperatures in the structure.

In order to acknowledge that the Customer has been advised of, understands and agrees to the risks associated with receiving Controlled Service, the Customer has signed and delivered to the Company the following statement:

To: Otter Tail Power Company - Customer Service Center

1. I have read this Controlled Service Agreement and the related Rules and Regulations and understand the potential for damage to my property by using a hand-fired (non-automatic) backup heating system,

I plan to use a (type of fuel) \_\_\_\_\_, as my backup heating system. I understand, agree to, and accept the risks or damage to my property in the event that there is no backup heating system. It is my choice, however, to take Controlled Service and I will NOT hold Otter Tail Power Company liable or responsible for any damages that might occur due to a "shut off" of my primary electric heating system.

2. I also agree that, in order to qualify for the Controlled Service rate, I will not use electricity as a secondary "backup" fuel when the regular electric heating system is controlled.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Otter-Tail-Power-Company





Fergus Falls, Minnesota

STANDARD ELECTRIC SERVICE STATEMENT  
(Page 1 – Front side)

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C

Page 1 of 1  
12345-6789-10  
12345-6789-10

**YOUR ACCOUNT SUMMARY**

CUSTOMER PERSON CUSTOMER

Service location 123 ANYWHERE ST  
ANYWHERE, ST 12345

Account number 12345678

Due date Monday, November 14, 2022

Billing date Monday, October 17, 2022

Previous balance \$150.00

Payments (\$150.00)

Adjustments \$1.00

Current EMP amount \$150.00

**Total amount due \$151.00**

MORE PAYMENT, ADJUSTMENT, AND BILLING INFORMATION ON BACK.

If payment is not credited to your account by Nov 14, 2022, a late payment charge of 1.5% (18% per year) or a minimum of \$1.00 will be charged, whichever is greater.

**811 Call before you dig.**  
Call 811 or your state's One Call office before you dig.

**EVEN MONTHLY PAYMENT (EMP) STATUS**

EMP balance forward \$127.25

Current billing amount \$235.16

Current EMP amount \$150.00

8-month EMP balance after payment \$212.41

**CONSUMPTION HISTORY ACCOUNT 12345678**

Kilowatt hours (kWh)

Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct

■ kWh used per month last year ● Temperature last year  
■ kWh used per month current year ● Temperature current year

**ENERGY USAGE INFORMATION**

This month 2,250 kWh

Days in billing cycle 30

Avg kWh per day 75

Avg daily cost \$7.84

**DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

**OTTER TAIL POWER COMPANY**  
215 South Cascade Street  
Fergus Falls, MN 56537

☐ Check for mailing address change (see reverse side)

12345678 1 000015100 19

MARY CUSTOMER  
1234 ELM ST E  
ANYTOWN MN 56537-0496

243

Please make check payable and remit to:  
Otter Tail Power Company  
PO Box 2002  
Fergus Falls, MN 56538-2002

Stock purchase \$

Reach Out for Warmth donation \$

**COPY - DO NOT PAY**  
This is a Ready Check account. The amount paid by your bank this month was \$151.00.

**Total amount due**  
November 14, 2022 \$151.00

**Amount enclosed**  
\$

12345678-1 \$151.00 EMP

C



Fergus Falls, Minnesota

STANDARD ELECTRIC SERVICE STATEMENT  
(Page 1 – Back side)

C  
C

PAYMENT AND ADJUSTMENT DETAILS	
Previous balance	\$150.00
Payment 09/25/22	(\$150.00)
Late charge 10/17/22	\$1.00
Current EMP amount	<u>\$150.00</u>
TOTAL AMOUNT DUE	<u>\$151.00</u>

HOW WE CALCULATED YOUR BILL	
<b>1. Residential Service - M101</b>	
Meter 12345678	
10/15/22 Reading estimated	56789
09/15/22 Reading	56039
350 kWh @ .06111 Winter	\$21.39
400 kWh @ .08194 Summer	\$32.78
Customer Charge prorated	\$10.60
Energy Adjustment	
350 kWh @ .03197	\$11.19
400 kWh @ .02162	\$8.65
Resource Adjustment	\$11.18
Sales Tax	\$5.82
Total Meter Charges	<u>\$101.61</u>

<b>2. Dual Fuel Self-Contained - M190</b>	
Meter 78787878	
10/15/22 Reading estimated	15560
09/15/22 Reading	14060
800 kWh @ .02341 Winter	\$18.73
700 kWh @ .02738 Summer	\$19.17
Customer Charge prorated	\$5.92
Facilities Charge prorated	\$10.35
Energy Adjustment	
800 kWh @ .02995	\$23.96
700 kWh @ .02246	\$15.72
Resource Adjustment	\$21.09
Sales Tax	\$7.90
Total Meter Charges	<u>\$122.84</u>


  

<b>3. Other Charges and Credits</b>	
Billing Period:	09/17/2022 - 10/17/2022
Outdoor Lighting 16 kWh	\$8.23
Energy Adjustment	
9 kWh @ .01816	\$0.16
7 kWh @ .01714	\$0.12
Resource Adjustment	\$2.16
Sales Tax	\$0.04
Total Other Charges and Credits	<u>\$10.71</u>

<b>CURRENT BILLING AMOUNT</b>	<b>\$235.16</b>
-------------------------------	-----------------



Please scan the code or visit [otpc.com/mybill](http://otpc.com/mybill) for an explanation of your billing terms and rates.

**Change of mailing address**  
Need your bill mailed to a different address? You can provide that address below. Please note that to change the name or service address, you'll need to contact us at 800-257-4044.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Contact the following agencies for information about electricity and the environment:  
Minnesota Pollution Control Agency at [www.pca.state.mn](http://www.pca.state.mn)  
Minnesota Department of Commerce at [www.commerce.state.mn.us](http://www.commerce.state.mn.us)  
You also may call our Idea Center at 800-493-3299 or visit [otpc.com](http://otpc.com).

The cost of electricity is composed of three main parts: generation, transmission, and distribution. For residential customers, each component's share of the total cost is:

Generation	46%
Transmission	15%
Distribution	39%

These percentages are residential group averages. Your individual use may result in percentages that vary from these averages.  
Above percentages may not total 100% due to rounding.

C



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.05  
Contracts, Agreements and Sample Forms

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Fourth Revision

COMMERCIAL ELECTRIC SERVICE STATEMENT  
(Page 1 – Front side)

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12345678-1  
12345678-1  
12345678-1

**Questions about your bill?**  
Call: 800-257-4044 or 218-739-8877  
Write: PO Box 2002, Fergus Falls, MN 56538-2002  
Visit: otpco.com

**PAY ONLINE**  
Scan the QR code or visit otpco.com.

**PAY BY PHONE**  
Call 800-257-4044. You'll need your account number and service location zip code.

**YOUR ACCOUNT SUMMARY**

CUSTOMER PERSON CUSTOMER	
Service location	123 ANYWHERE ST ANYWHERE, ST 12345
Account number	12345678
Due date	Monday, November 14, 2022
Billing date	Monday, October 17, 2022
Previous balance	\$17,265.10
Payments	(\$17,265.10)
Adjustments	\$0
Current billing amount	\$18,569.23
<b>Total amount due</b>	<b>\$18,569.23</b>

MORE PAYMENT, ADJUSTMENT, AND BILLING INFORMATION ON BACK.

If payment is not credited to your account by Nov 14, 2022, a late payment charge of 1.5% (18% per year) or a minimum of \$1.00 will be charged, whichever is greater.

**811 Call before you dig.**  
Call 811 or your state's One Call office before you dig.

**CONSUMPTION HISTORY ACCOUNT 12345678**

Kilowatt hours (kWh)

Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct

■ kWh used per month last year  
■ kWh used per month current year  
● Total metered kW last year  
● Total metered kW this year

**ENERGY USAGE INFORMATION**

This month 229,700 kWh  
Days in billing cycle 30  
Total metered kW 627.3  
Avg daily cost \$607.27

**DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

**OTTER TAIL POWER COMPANY**  
215 South Cascade Street  
Fergus Falls, MN 56537

☐ Check for mailing address change (see reverse side)

Please make check payable and remit to:  
Otter Tail Power Company  
PO Box 2002  
Fergus Falls, MN 56538-2002

Stock purchase \$  
Reach Out for Warmth donation \$

12345678 1 001856923 19

MARY CUSTOMER  
1234 ELM ST E  
ANYTOWN MN 56537-0498

**Total amount due**  
November 14, 2022 **\$18,569.23**

**Amount enclosed**  
\$

12345678-1 \$18,569.23

C





Fergus Falls, Minnesota

COMMERCIAL ELECTRIC SERVICE STATEMENT  
(Page 1 – Back side)

C  
C

PAYMENT AND ADJUSTMENT DETAILS	
Previous balance	\$17,265.10
Payment 09/25/22	(\$17,265.10)
Current billing amount	<u>\$18,569.23</u>
TOTAL AMOUNT DUE	\$18,569.23

HOW WE CALCULATED YOUR BILL	
1. Large General Service Primary - M602	
Meter 12345678	
10/15/22 Reading	91596
09/15/22 Reading	91273
Meter Multiplier	700
193,800 kWh @ .0220 Winter	\$4,263.60
32,300 kWh @ .02010 Summer	\$649.23
Customer Charge prorated	\$73.64
kVAR	429.800
Metered Demand	604.100
kW Reactive Demand	12
Billing Demand	616.100
Max Demand	845.400
Demand Charge	\$5,021.22
Facilities Charge	\$211.35
Energy Adjustment	
193,800 kWh @ .01986	\$3,848.87
32,300 kWh @ .01855	\$599.17
Resource Adjustment	\$2,259.23
Franchise Fee	\$995.02
Sales Tax (50% exempt)	\$351.28
Total Meter Charges	<u>\$18,272.61</u>


  

2. Dual Fuel CT Metering w/Penalty - M170P	
Meter 78787878	
10/15/22 Reading	15520
09/15/22 Reading	15508
Meter Multiplier	300
10/15/22 Penalty Reading	0
09/15/22 Penalty Reading	0
2,600 kWh @ .01597 Winter	\$41.52
1,000 kWh @ .01867 Summer	\$18.67
Customer Charge prorated	\$23.71
kVAR	0.000
Metered Demand	23.200
kW Reactive Demand	0
Billing Demand	23.200
Max Demand	25.000
Facilities Charge	\$11.25
Energy Adjustment	
2,600 kWh @ .02987	\$77.66
1,000 kWh @ .03365	\$33.65
Resource Adjustment	\$35.97
Franchise Fee	\$24.24
Sales Tax (100% exempt)	\$0.00
Total Meter Charges	<u>\$266.67</u>

3. Other Charges and Credits	
Power Profiler	\$29.95
Total Charges and Credits	<u>\$29.95</u>
CURRENT BILLING AMOUNT	\$18,569.23



Please scan the code or visit [otpco.com/mybill](http://otpco.com/mybill) for an explanation of your billing terms and rates.

Change of mailing address

Need your bill mailed to a different address? You can provide that address below. Please note that to change the name or service address, you'll need to contact us at 800-257-4044.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Contact the following agencies for information about electricity and the environment:

Minnesota Pollution Control Agency at [www.pca.state.mn](http://www.pca.state.mn)

Minnesota Department of Commerce at [www.commerce.state.mn.us](http://www.commerce.state.mn.us)

You also may call our Idea Center at 800-493-3299 or visit [otpco.com](http://otpco.com).

The cost of electricity is composed of three main parts: generation, transmission, and distribution. For residential customers, each component's share of the total cost is:

Generation	46%
Transmission	15%
Distribution	39%

These percentages are residential group averages. Your individual use may result in percentages that vary from these averages.

Above percentages may not total 100% due to rounding.


C





Fergus Falls, Minnesota


## ELECTRIC SERVICE STATEMENT (Interval Billing)

Page 3 of 4  
CUSTOMER 12345678  
F 10 11  
12345-6789-10

 Questions about your bill?  
Call: 800-257-4044 or 218-739-8877  
Write: PO Box 2002, Fergus Falls, MN 56538-2002  
Visit: otpco.com



 **PAY ONLINE**  
Scan the QR code or visit otpco.com.

 **PAY BY PHONE**  
Call 800-257-4044. You'll need your account number and service location zip code.

**YOUR ACCOUNT SUMMARY**

CUSTOMER PERSON CUSTOMER	
Service location	123 ANYWHERE ST ANYWHERE, ST 12345
Account number	12345678
Due date	Monday, November 14, 2022
Billing date	Monday, October 17, 2022
Previous balance	\$150.00
Payments	(\$150.00)
Adjustments	\$1.00
Current EMP amount	\$150.00
<b>Total amount due</b>	<b>\$151.00</b>

MORE PAYMENT, ADJUSTMENT, AND BILLING INFORMATION ON BACK.  
If payment is not credited to your account by Nov 14, 2022, a late payment charge of 1.5% (18% per year) or a minimum of \$1.00 will be charged, whichever is greater.

**EVEN MONTHLY PAYMENT (EMP) STATUS**

EMP balance forward	\$127.25
Current billing amount	\$235.16
Current EMP amount	\$150.00
8-month EMP balance after payment	\$212.41

**811 Call before you dig.**  
Call 811 or your state's One Call office before you dig.

**CONSUMPTION HISTORY ACCOUNT 12345678**

Kilowatt hours (kWh)


Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct

■ kWh used per month last year ● Temperature last year  
■ kWh used per month current year ● Temperature current year

**ENERGY USAGE INFORMATION**

This month 2,250 kWh  
Days in billing cycle 30  
Avg kWh per day 75  
Avg daily cost \$7.84

**DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

 215 South Cascade Street  
Fergus Falls, MN 56537

☐ Check for mailing address change (see reverse side)

Please make check payable and remit to:  
Otter Tail Power Company  
PO Box 2002  
Fergus Falls, MN 56538-2002

Stock purchase \$  
Reach Out for Warmth donation \$

**COPY - DO NOT PAY**  
This is a Ready Check account. The amount paid by your bank this month was \$151.00.

**Total amount due**  
November 14, 2022 **\$151.00**

Amount enclosed  
\$

MARY CUSTOMER  
1234 ELM ST E  
ANYTOWN MN 56537-0400

12345678 1 000015100 19

243

12345678-1 \$151.00 EMP



Fergus Falls, Minnesota

## ELECTRIC SERVICE STATEMENT (Interval Billing)

Customers with a new advanced meter will receive bills displaying the billing period.

1. Residential Services - M101  
Meter 12345678  
Billing Period:  
09/15/22 - 10/15/22

PAYMENT AND ADJUSTMENT DETAILS	
Previous balance	\$150.00
Payment 9/25/22	(\$150.00)
Late charge 10/17/22	\$1.00
Current EMP amount	\$150.00
<b>TOTAL AMOUNT DUE</b>	<b>\$151.00</b>

HOW WE CALCULATED YOUR BILL	
1. Residential Services - M101	
Meter 12345678	
10/15/22 Reading estimated	56789
9/15/22 Reading	56039
350 kWh @ .06111 Winter	\$21.39
400 kWh @ .08194 Summer	\$32.78
Customer Charge prorated	\$10.60
Energy Adjustment	
350 kWh @ .03197	\$11.19
400 kWh @ .02162	\$8.65
Resource Adjustment	\$11.18
Sales Tax	\$5.82
<b>Total Meter Charges</b>	<b>\$101.61</b>

2. Dual Fuel Self-Contained - M190	
Meter 78787878	
10/15/22 Reading estimated	15560
09/15/22 Reading	14060
800 kWh @ .02341 Winter	\$18.73
700 kWh @ .02738 Summer	\$19.17
Customer Charge prorated	\$5.92
Facilities Charge prorated	\$10.35
Energy Adjustment	
800 kWh @ .02995	\$23.96
700 kWh @ .02246	\$15.72
Resource Adjustment	\$21.09
Sales Tax	\$7.90
<b>Total Meter Charges</b>	<b>\$122.84</b>

3. Other Charges and Credits	
Billing Period:	
09/17/2022 - 10/17/2022	
Outdoor Lighting 16 kWh	\$8.23
Energy Adjustment	
9 kWh @ .01816	\$0.16
7 kWh @ .01714	\$0.12
Resource Adjustment	\$2.16
Sales Tax	\$0.04
<b>Total Other Charges and Credits</b>	<b>\$10.71</b>
<b>CURRENT BILLING AMOUNT</b>	<b>\$235.16</b>

Please scan the code or visit [otpc.com/mybill](http://otpc.com/mybill) for an explanation of your billing terms and rates.

Change of mailing address  
Need your bill mailed to a different address? You can provide that address below. Please note that to change the name or service address, you'll need to contact us at 800-257-4044.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Contact the following agencies for information about electricity and the environment:  
Minnesota Pollution Control Agency at [www.pca.state.mn](http://www.pca.state.mn)  
Minnesota Department of Commerce at [www.commerce.state.mn.us](http://www.commerce.state.mn.us)  
You also may call our Idea Center at 800-493-3299 or visit [otpc.com](http://otpc.com)

The cost of electricity is composed of three main parts: generation, transmission, and distribution. For residential customers, each component's share of the total cost is:

Generation	46%
Transmission	15%
Distribution	39%

These percentages are residential group averages. Your individual use may result in percentages that vary from these averages.  
Above percentages may not total 100% due to rounding.

12345678-1



Fergus Falls, Minnesota

## **SECTION 1.06 RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 1.07  
Cold Weather Rule and Residential Customer Protection

Page 1 of 8  
Second Revision

## SECTION 1.07 COLD WEATHER RULE AND RESIDENTIAL CUSTOMER PROTECTION

### A. COLD WEATHER RULE

1) DEFINITIONS: For purposes of this Section 1.07 and unless otherwise defined in this Section, the following terms will be defined as follows:

- (a) *Cold Weather Period* – the period beginning October 1 and continuing through April 30 of the following year.
- (b) *Customer* – a Residential Customer of the Company.
- (c) *Disconnection* – the involuntary loss of Utility Heating Service as a result of a physical act by the Company to discontinue service. Disconnection includes installation of a service or load limiter or any device that limits or interrupts utility service in any way.
- (d) *Household Income* – the combined income, as defined in Minn. Stat. §290A.03, subd. 3, of all residents of the Customer's household, computed on an annual basis. Household Income does not include any amount received for Energy assistance.
- (e) *Reasonably Timely Payment* – payment posted within five working days of agreed-upon due dates.
- (f) *Reconnection* – the restoration of Utility Heating Service after it has been disconnected.
- (g) *Summary of Rights and Responsibilities* – a notice approved by the Minnesota Public Utilities Commission (Commission) that contains, at a minimum, the following:
  - i. An explanation of the provisions of Minn. Stat. §216B.096, subd. 5 (Cold Weather Rule);
  - ii. An explanation of no-cost and low-cost methods to reduce the consumption of Energy;
  - iii. A third party notice;
  - iv. Ways to avoid disconnection;
  - v. Information regarding payment agreements;
  - vi. An explanation of the Customer's right to appeal a determination of income by the Company and the right to appeal if the Company and the Customer cannot arrive at a mutually acceptable payment agreement; and

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- vii. A list of names and telephone numbers for county and local Energy assistance and weatherization providers in each county served by the Company.
  - (h) *Third-party notice* – a Commission-approved notice containing, at a minimum the following information:
    - i. A statement that the Company will send a copy of any future notice of proposed disconnection of Utility Heating Service to a third party designated by the Residential Customer;
    - ii. Instructions on how to request this service; and
    - iii. A statement that the Residential Customer should contact the person the Customer intends to designate as the third-party contact before providing the Company with the party's name.
  - (i) *Utility* – Otter Tail Power Company (Company)
  - (j) *Utility Heating Service* –electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the Customer's primary residence.
  - (k) *Working days* – Mondays through Fridays, excluding legal holidays. The day of receipt of a personally served notice and the day of mailing of a notice shall not be counted in calculating working days.
- 2) **COMPANY OBLIGATIONS BEFORE COLD WEATHER PERIOD:**  
Each year between August 15 and October 1, the Company must provide all Customers, personally or by first class mail, or electronically for those requesting electronic billing, a summary of rights and responsibilities. The summary must also be provided to all new Residential Customers when service is initiated. C
- 3) **NOTICE BEFORE DISCONNECTION DURING COLD WEATHER PERIOD:**  
Before disconnecting Utility Heating Service during the Cold Weather Period, the Company must provide, personally or by first class mail, a Commission-approved notice to a Customer, in easy-to-understand language, that contains, at a minimum, the date of the scheduled disconnection, the amount due, and a summary of rights and responsibilities.
- 4) **COLD WEATHER RULE:**  
(a) During the Cold Weather Period, the Company may not disconnect and must reconnect Utility Heating Service of a Customer whose Household Income is at or below 50 percent of the state median income if the



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Customer enters into and makes Reasonably Timely Payments under a mutually acceptable payment agreement with the Company that is based on the financial resources and circumstances of the household, provided that, the Company may not require a Customer to pay more than 10 percent of the Household Income toward current and past utility bills for Utility Heating Service.

- (b) The Company may accept more than ten percent of the Household Income as the payment arrangement amount if agreed to by the Customer.
- (c) The Customer or a designated third party may request a modification of the terms of a payment agreement previously entered into if the Customer's financial circumstances have changed or the Customer is unable to make Reasonably Timely Payments.
- (d) The payment agreement terminates at the expiration of the Cold Weather Period unless a longer period is mutually agreed to by the Customer and the Company.
- (e) The Company shall use reasonable efforts to restore service within 24 hours of an accepted payment agreement, taking into consideration Customer availability, employee availability, and construction-related activity.

5) VERIFICATION OF INCOME:

- (a) In verifying a Customer's Household Income, the Company may:
  - (1) Accept the signed statement of a Customer that the Customer is income eligible;
  - (2) Obtain income verification from a local Energy assistance provider or a government agency;
  - (3) Consider one or more of the following:
    - i. The most recent income tax return filed by members of the Customer's household;
    - ii. For each employed member of the Customer's household, paycheck stubs for the last two months or a written statement from the employer reporting wages earned during the preceding two months;
    - iii. Documentation that the Customer receives a pension from the Department of Human Services, the Social Security Administration, the Veteran's Administration, or other pension provider;
    - iv. A letter showing the Customer's dismissal from a job or other documentation of unemployment; or





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- v. Other documentation that supports the Customer's declaration of income eligibility.
  - (b) A Customer who receives Energy assistance benefits under any federal, state, or county government programs in which eligibility is defined as Household Income at or below 50 percent of state median income is deemed to be automatically eligible for protection under Section 1.07.A(4) and no other verification of income may be required.
- 6) PROHIBITIONS AND REQUIREMENTS:
- (a) This section applies during the Cold Weather Period.
  - (b) The Company may not charge a deposit or delinquency charge to a Customer who has entered into a payment agreement or a Customer who has appealed to the Commission under Section 1.07.A(7) and Minn. Stat. §216B.096 subd. 8.
  - (c) The Company may not disconnect service during the following periods:
    - i. During the pendency of any appeal under Section 1.07A(7) and Minn. Stat. §216B.096, subd. 8;
    - ii. Earlier than ten working days after the Company has deposited in first class mail, or seven working days after the Company has personally served, the notice required under Section 1.07A(3) and Minn. Stat. §216B.096, subd. 4 to a Customer in an occupied dwelling;
    - iii. Earlier than ten working days after the Company has deposited in first class mail the notice required under Section 1.07A(3) and Minn. Stat. §216B.096, subd. 4 to the recorded billing address of the Customer, if the Company has reasonably determined from an on-site inspection that the dwelling is unoccupied;
    - iv. On a Friday, unless the Company makes personal contact with, and offers a payment agreement consistent with this section to the Customer;
    - v. On a Saturday, Sunday, holiday, or the day before a holiday;
    - vi. When the Company offices are closed;
    - vii. When no Company personnel are available to resolve disputes, enter into payment agreements, accept payments, and reconnect service; or
    - viii. When the Commission offices are closed.





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- (d) The Company may not discontinue service until the Company investigates whether the dwelling is actually occupied. At a minimum, the investigation must include one visit by the Company to the dwelling during normal working hours. If no contact is made and there is reason to believe that the dwelling is occupied, the Company must attempt a second contact during non-business hours. If the personal contact is made, the Company representative must provide notice required under Section 1.07A(3) and Minn. Stat. §216B.096, subd. 4 and, if the Company representative is not authorized to enter into a payment agreement, the telephone number the Customer can call to establish a payment agreement.
  - (e) The Company must reconnect utility service if, following disconnection, the dwelling is found to be occupied and the Customer agrees to enter into a payment agreement or appeals to the Commission because the Customer and the Company are unable to agree on a payment agreement.
- 7) DISPUTES; CUSTOMER APPEALS:
- (a) The Company must provide the Customer and any designated third party with a Commission-approved written notice of the right to appeal:
    - i. A Company determination that the Customer's Household Income is more than 50 percent of state median household income; or
    - ii. When the Company and Customer are unable to agree on the establishment or modification of a payment agreement.
  - (b) A Customer's appeal must be filed with the Commission no later than seven working days after the Customer's receipt of a personally served appeal notice or within ten working days after the Company has deposited a first class appeal notice.
  - (c) The Commission shall determine all Customer appeals on an informal basis, within 20 working days of receipt of a Customer's written appeal. In making its determination, the Commission shall consider one or more of the factors in Section 1.07A(5) and Minn. Stat. §216B.096, subd. 6.
  - (d) Notwithstanding any other law, following an appeals decision adverse to the Customer, the Company may not disconnect Utility Heating Service for seven working days after the Company has personally served a disconnection notice, or for ten working days after the Company has deposited a first class mail notice. The notice shall contain, in easy-to-understand language, the date on or after which disconnection will occur, the reason for disconnection, and ways to avoid disconnection.



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- 8) CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME: During the Cold Weather Period, a Customer whose Household Income is above 50 percent of state median income:
  - (a) Has the right to a payment agreement that takes into consideration the Customer's financial circumstances and any other extenuating circumstances of the household; and
  - (b) May not be disconnected and must be reconnected if the Customer makes timely payments under a payment agreement accepted by the Company. Section 1.07A(6)(b) does not apply to Customers whose Household Income is above 50 percent of state median income.
- 9) REPORTING: Annually on November 1, the Company shall electronically file with the Commission a report, in a format specified by the Commission, specifying the number of heating service Customers whose service is disconnected or remains disconnected for nonpayment as of October 1 and October 15. If Customers remain disconnected on October 15, the Company shall file a report each week between November 1 and the end of the Cold Weather Period specifying:
  - (a) The number of heating service Customers that are or remain disconnected from service for nonpayment; and
  - (b) The number of heating service Customers that are reconnected to service each week.

The Company may discontinue weekly reporting if the number of heating service Customers that are or remain disconnected reaches zero before the end of the Cold Weather Period.

The data reported under this Section 1.07.A(9) are presumed to be accurate upon submission and shall be made available through the Commission's electronic filing system.

## **B. RESIDENTIAL CUSTOMER PROTECTIONS**

- 1) APPLICABILITY: The provisions of this Section 1.07.B apply to Residential Customers of the Company.
- 2) BUDGET BILLING PLANS: The Company shall offer a Customer a budget billing plan for payment of charges for service, including adequate notice to Customers prior to changing budget payment amounts.



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- 3) **PAYMENT AGREEMENTS:** In compliance with Minn. Stat. §216B.098, the Company shall offer a payment agreement for the payment of arrears. Payment agreements will consider a Customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a Customer who has entered and is reasonably on time under an accepted payment agreement.
- 4) **UNDERCHARGES:**
- (a) In compliance with Minn. Stat. §216B.098, the Company shall offer a payment agreement to Customers who have been undercharged if no culpable conduct by the Customer or resident of the Customer's household caused the undercharge. The agreement must cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable to the Customer and the Company, except that the duration of a payment agreement offered by a Company to a Customer whose household income is at or below 50 percent of state median Household Income must consider the financial circumstances of the Customer's household.
  - (b) No interest or delinquency fee may be charged as part of an undercharge agreement under this subsection.
  - (c) If a Customer inquiry or complaint results in the Company's discovery of the undercharge, the Company may bill for undercharges incurred after the date of the inquiry or complaint only if the Company began investigating the inquiry or complaint within a reasonable time after when it was made.
- 5) **MEDICALLY NECESSARY EQUIPMENT:**
- (a) The Company shall reconnect or continue service to a Customer's residence where a medical emergency exists or where medical equipment requiring electricity necessary to sustain life is in use, provided that the Company receives from a medical doctor written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the Customer's household.



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- (b) Certification of the necessity of service is required. Certification may be provided by:
    - (1) a licensed medical doctor;
    - (2) a licensed physician assistant;
    - (3) an advanced practice registered, as defined in Minn. Stat. §148.171; or
    - (4) a registered nurse, but only to the extent of verifying the current diagnosis or prescriptions made by a licensed medical doctor for the Customer or member of the Customer's household.
  - (c) Except as provided in Section 5(d), a certification may not extend beyond six months from the date of written certification.
  - (d) If the Company determines that a longer certification is appropriate given a particular Customer's circumstances, the Company may, at its sole discretion, extend the duration of a certification for up to 12 months.
  - (e) A certification may be renewed, provided that the renewal complies with this subdivision. A certification may be renewed by the same or another medical professional who meets the qualifications of Section 5(b).
  - (f) A Customer whose account is in arrears must contact and enter into a payment agreement with the Company. The payment agreement must consider a Customer's financial circumstances and any extenuating circumstances of the household. The payment agreement may, at the discretion of the Company, contain a provision by which the Company forgives all or a portion of the amount in which the account is in arrears, which, if implemented, extinguishes individual liability for the amount forgiven.
- 6) COMMISSION AUTHORITY: In addition to any other authority, the Commission has the authority to resolve Customer complaints against the Company, whether or not the complaint involves a violation of Chapter 216B of Minnesota Statutes. The Commission may delegate this authority to Commission staff as it deems appropriate.



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## **SECTION 1.08 NOTICE OF UTILITY DISCONNECTION**

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Pursuant to Minnesota Minn. Stat. §216B.0976, upon written request from a statutory city, home rule charter city, or the department, on October 1 and November 1 of each year, or the next business day if that date falls on a Saturday or Sunday, the Company shall make available to the city or the department a report of the addresses of properties currently disconnected and the date of the disconnection. Upon written request from a statutory city, home rule charter city, or the department, between October 1 and April 30, the Company shall make daily reports available of the addresses and date of any newly disconnected properties located within the city's boundaries. A city provided notice under this Section 1.08 must provide the information on disconnection to the police and fire departments of the city within three business days of receipt of this notice.

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For the purpose of this section, "disconnection" means a cessation of service initiated by the Company that affects the primary heat source of a residence and service is not reconnected within 24 hours.



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## **RATE APPLICATION**

### **SECTION 2.01 ASSISTING CUSTOMERS IN RATE SELECTION**

While the Company will endeavor to assist the Customer in the choice of the most advantageous rate schedule, either for initial service or subsequent thereto, the Company does not guarantee that the Customer will at all times be served under the most favorable rate; nor will the Company make refunds representing the difference in charges between the rate for which service was actually billed and another rate which is or may subsequently become available.



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## Section 2.02 SERVICE CLASSIFICATION

**RESIDENTIAL SERVICE:** A Residential service rate may be applied only to an individual residence, private apartment, mobile home, fraternity house or sorority house, including garages and other auxiliary buildings at the service location used by the Residential Customer for noncommercial use. A residence containing not more than one light housekeeping unit in addition to the principal Residential unit may be classified as a single unit.

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Pursuant to Minn. Stat. §326B.106, subd. 12, master metering of Residential units will not be permitted on buildings constructed or materially changed after January 1, 1978. Service to buildings or portions of buildings having individual dwelling units in building containing two or more units must be separately metered. Buildings constructed primarily for occupancy by persons who are 62 years of age or older, disabled, supportive housing or buildings that contain a majority of units not equipped with complete kitchen facilities shall be exempt from this provision. For purposes of this Section 2.02, "supportive housing" means housing made available to individuals and families with multiple barriers to obtaining and maintaining housing, including those who are formerly homeless or at risk of homelessness and those who have a mental illness, substance abuse disorder, debilitating disease, or a combination of these conditions.

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In case of question as to the necessity of individual metering, the Company shall make the final determination.

Existing multiple dwelling units, currently receiving service, may be centrally metered through the existing service entrance, where it would be impractical or unreasonably expensive to be metered separately, and will be billed as follows:

1) Electric service in a single-metered Residential building, as defined in Minn. Stat. §504B.215, shall be billed to the landlord/building owner. The landlord of a single-metered Residential building shall be the bill payer responsible, and shall be the Customer of record contracting with the Company, and the landlord is required to advise the Company of the existence of a single-metered Residential building.

2) When a Customer occupies a building that is used for Residential and nonresidential purposes, the Customer may at their option, have the electricity for Residential purposes separately metered and billed at the applicable Residential rate, or the electricity may be included in the nonresidential metering, in which case billing shall be at the applicable nonresidential rate.



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**FARM SERVICE:** The Farm service rate shall apply to any Customer carrying on ordinary farming operations regardless whether the service location is situated within or without the corporate limits of any city or village.

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Two or more families living either in the same building or in separate buildings but all concerned in the normal operation of the farm may be centrally metered through one Meter and billed at the regular Farm rate, subject to the limitations contained in the Farm rate.

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A residence located adjacent to a farm but not being a part of the farm operation shall be considered as a residence and shall be metered separately and billed at the proper applicable rate.

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A Customer occupying residential buildings, on a single farm, for Residential or Farm purposes jointly may combine the Customer's Residential and Farm use on the applicable Farm service rate. The Customer also has the option for separate metering of the Residential and Farm use, in which case the electricity consumed through each Meter will be billed at the applicable rate.

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**Refusal or Disconnection of Service**

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## **CURTAILMENT OR INTERRUPTION OF SERVICE**

### **Section 3.01 REFUSAL OR DISCONNECTION OF SERVICE**

With notice, the Company may refuse or discontinue service in accordance with the provisions of Minnesota Rules 7820.1000 through 7820.3000 for any of the following reasons: 1) failure to pay amounts payable when due, when the amount outstanding equals or exceeds the amount of the Customer's deposit, 2) failure to meet the Company's deposit or credit requirements, 3) breach of contract for service, 4) failure to provide Company with reasonable access to its property or equipment, 5) failure to make proper application for service, 6) failure to comply with any of the Company's rules on file with the Minnesota Public Utilities Commission, 7) if the Customer has failed to furnish service equipment, and/or rights-of-way necessary to serve the Customer as specified by the Company as a condition of service, 8) when necessary to comply with any order or request of any governmental authority having jurisdiction, and 9) when determined by the Minnesota Public Utilities Commission as prescribed by relevant statute, rule or other applicable standards.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue electric service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect, suspend, delay, and/or discontinue service to any Customer: 1) for unauthorized use or if the Customer has tampered with the Company's equipment, or 2) in the event a condition appears to be hazardous to the Customer, to other Customers, to the Company's equipment, or to the public. Any disconnection, suspension, delay or discontinuance of service will not relieve the Customer from Customer's obligations to the Company.



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## Section 3.02 CURTAILMENT OR INTERRUPTION OF SERVICE

The Company may curtail or interrupt service without notice to any or all of its Customers when in the Company's judgment such curtailment or interruption will tend to prevent or alleviate a threat to the integrity of its electrical system or whenever requested to do so by any regional reliability authority including the Midwest Reliability Organization. The Company may also curtail or interrupt service without notice for safety purposes in response to requests from first responders and other governmental authorities. If, in the Company's judgment, curtailment or interruption of service to some but not all of the Company's Customers is warranted by the circumstances, the Company shall select the Customers to be curtailed or interrupted. The Company shall have no liability for any reason whatsoever resulting from any curtailment or interruption made pursuant to this paragraph. Any curtailment or interruption of service to the Customer will not relieve the Customer's obligations to the Company. Upon request from any Customer, the Company shall make reasonable effort to provide notice to such Customer of a projected curtailment or interruption in service, in the event the Company has advance notice of curtailment or interruption of such Customer's service. However, the Company shall have no liability to the Customer or to any third party for the Company's failure to give such notice, or for erroneously or mistakenly giving such notice.

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If the Company determines that its facilities located at a Customer's service location have been tampered with, the Company may pursue an investigation; refer the matter for prosecution of violation of Minn. Stat. §§609.594 or 609.595; recover charges, investigation costs, trial costs and witness fees, and damages relating to such tampering as permitted by Minn. Stat. §325E.026; pursue a judicial remedy through civil action for monetary or injunctive relief; and/or disconnect service as provided in Section 3.01 of these General Rules and Regulations. In instances involving tampering with or bypass of load control capabilities, the Company shall additionally have the right to discontinue the Customer's participation in the program and bill for all expenses involved in the removal of the load management equipment, plus applicable investigative charges.



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**Reporting Major Service Interruptions**

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## **Section 3.03 REPORTING MAJOR SERVICE INTERRUPTIONS**

Pursuant to Minn. Rule 7826.0700, the Company shall promptly inform the Minnesota Public Utilities Commission's Consumer Affairs Office of any major service interruption affecting 500 or more Customers for one or more hours. In addition, within thirty (30) days of any major service interruption in which ten percent (10%) or more of its Minnesota Customers were out of service for 24 hours or more, the Company shall file a written report with the Minnesota Public Utilities Commission.



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**Customer Notice of Planned Service Interruption**

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## **Section 3.04 CUSTOMER NOTICE OF PLANNED SERVICE INTERRUPTION**

Pursuant to Minn. Rule 7826.0800, the Company shall give Customers the most effective actual notice possible of any planned service interruption expected to last longer than 20 minutes. For any planned interruption expected to exceed four hours, the Company shall provide, if feasible, mailed notice one week in advance, and notice by telephone or by door-to-door household visits 12 to 72 hours before the planned interruption. When possible, planned service interruptions will be scheduled at times that will minimize the inconvenience to Customers. In the event a planned service interruption exceeding four hours is canceled, the Company, where feasible, shall notify the Customers who had received notice that service would be interrupted.



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## **Section 3.05 CONTINUITY OF SERVICE**

The Company will endeavor to provide continuous electric service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service.



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## METERING AND BILLING

### Section 4.01 METER AND SERVICE INSTALLATIONS

The Company will furnish, install and maintain the metering equipment for each Account and rate schedule under which a metered service is supplied.

Unless otherwise specified in applicable codes, inspections of the Company wiring in the Meter socket and current transformer cabinet (CT cabinet) are the responsibility of the Company. The Customer is responsible for inspection of the Customer's wiring to ensure compliance with National Electric Code requirements. Once inspections are completed and the wiring approved by the Company, the Meter socket and CT cabinets will be secured with Company seals.

The Company reserves the right to require that, prior to connection of electrical service, a Customer provides an affidavit or wiring certificate confirming that the Customer's wiring has been inspected and is in compliance with all applicable codes and other requirements. The Company will connect electrical service to a previously served location without the requirement of an affidavit or wiring certificate if all of the following four conditions are met: 1) if discontinuation of service was made within the past two years 2) as long as there is no change in the wiring, including the service drop, 3) if the wiring was acceptable at the time service was discontinued, and 4) if the structure has not been moved.

The Company will not connect electric service to a location not previously served until all necessary permits from the proper authorities are obtained by the Customer. Service may be denied to any Customer for failure to comply with the applicable requirements of these General Rules and Regulations, or with other service requirements of the Company contained in an agreement with the Customer for the services, or on file with any regulatory body having jurisdiction.

#### **METER INSTALLATION REQUIREMENTS:**

**Customer-furnished Self-Contained Meter sockets:** Service equipment sizes up to and including 400 amps Single-phase and Three-phase will be metered by the use of Self-Contained Meters. Meter sockets for Self-Contained Metering shall be furnished, installed, and wired by the Customer or the Customer's electrical contractor. The Company will install and wire a load management receiver, if applicable, and the Customer or the Customer's contractor will make the remaining connections in the Meter socket. The Company will make the connections to the

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Customer's conductors at the top of the mast for overhead service, and at the Company source for underground service.

**Company-furnished CT Metering:** If the service equipment requirements exceed 400 amp Single-phase or Three-phase, the Company will furnish the pre-wired Meter socket, including current transformers and other equipment necessary to Meter the service. The Customer's contractor will install the equipment. These Meter sockets will be mounted next to the Customer-provided CT cabinet on a building, pole, or pedestal. However, in all cases, permission to use and the determination of transformer rated metering location must be approved by the Company.

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**Customer-furnished CT cabinets:** Cabinets used outside any building wall for current transformers (CTs) or required as a junction point between the Company's service lateral and the Customer's service entrance conductor shall be furnished by the Customer or the Customer's electrical contractor. Unless otherwise provided in the Customer's service agreement with the Company, the cabinets will serve as the point of common connection between Company-owned facilities and the Customer. Conduit and any additional material required for attachment shall be furnished by the Customer. The Company will make the service connections at the Company side of the CTs and install the wiring between the CTs and the Meter. The Customer or contractor will install all remaining equipment, including CTs furnished by the Company.

**METER SOCKET REQUIREMENTS:**

All Meter sockets must be approved and properly labeled by a nationally-recognized testing lab such as Underwriters Laboratories (UL).

**Profiles and Ratings:** The Customer must furnish a Meter socket equipped with lever-style bypass rated at 200 amps or larger for underground services. In order to allow for proper conductor bending, crossover clearance, and additional slack in the incoming service wires within the socket, the dimensions for the socket must be a minimum of 11 inches wide for Single-phase service and 13 inches wide for Three-phase service. For services where conductors will be installed below ground, conduit of adequate size must be attached to the Meter socket and extend a minimum of 12 inches below grade level. Due to limited space for conductors, round Meter sockets will no longer be permitted on new installations or as replacements on existing installations. The Company reserves the right to require that a round socket be replaced at the Customer's expense before any work shall be done by the Company.

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**CURRENT TRANSFORMER CABINET REQUIREMENTS:**

The Customer or the Customer's electrical contractor will size and furnish the cabinet to be used as a point of common connection between the Company's service and the Customer's service point. The cabinet will be mounted outdoors in a location readily accessible to Company personnel. The Customer will provide any materials required for installation. The contractor shall contact Company personnel to discuss details prior to ordering a current transformer cabinet.

Minimum specifications:

- Cabinet must be UL (or other nationally-recognized testing lab) approved and meet all applicable codes and ratings for its intended use
- Cabinet must be complete with landing pads for cable terminations and for mounting of bar-type current transformers
- Cabinet must be equipped with a hinged door, and with provisions for locking and sealing with Meter seals
- Minimum depth of the cabinet must be 10 inches

The overall dimensions will vary with the required ampacity rating as stipulated in the National Electric Code.



Fergus Falls, Minnesota

## Section 4.02 METER READINGS

Unless authorized by statute, rule or other appropriate authority, unless a Customer location is considered self-read, the Company will read all Meters used for determining charges to Customers each month. The term “month” for Meter Reading and billing purposes is the period between successive Meter Reading dates, which shall be as nearly as practicable to 30-day intervals. When the Company is unable to gain access to a Meter, it shall provide a Meter-Reading form for the Customer and an estimated bill will be rendered for that billing period. Only in unusual cases, when approval is obtained from the Customer, or when a self-read Customer fails to supply Meter Readings, shall more than two consecutive estimated bills be rendered. The Company may move the Meter to a self-read status when necessary.

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Pursuant to Minn. Stat. § 216B.075, the Company may terminate service to a Customer who refuses to allow Company employee access to a non-accessible Meter for a period of 18 months or more.

**SELF-READ CUSTOMERS:** Customers designated as self-read Meter Accounts shall, upon request of the Company, report the reading of their Meter monthly online, or by forms provided by the Company. At a minimum, the Company will verify readings once within a 12-month period.



Fergus Falls, Minnesota

## Section 4.03 ESTIMATED BILLING

Pursuant to Minn. Rule 7820.3400, when access to a Meter cannot be gained and the Customer fails to supply a Meter-Reading form in time for the billing operation, or Meter data is unavailable an estimated bill may be rendered by the Company. In cases of emergency, the Company may render estimated bills without reading Meters or supplying Meter-Reading forms to Customers.

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When a Customer fails to return a Meter Reading form by mail or input the Meter Reading online, an estimated bill may be rendered.

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Estimated bills shall be based on the Customer's normal consumption for a corresponding period during the preceding months or any other method authorized by the Minnesota Public Utilities Commission. As provided in Section 4.02 of these General Rules and Regulations, only in unusual cases, when approval is obtained from the Customer, or when a self-read Customer fails to supply Meter Readings, shall more than two consecutive estimated bills be rendered.

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If an estimated bill appears to be abnormal when a subsequent reading or energy consumption is obtained, the bill for the entire period shall be computed at a rate which contemplates the use of service during the entire period and the estimated bill shall be deducted. If there is reasonable evidence that the use occurred during only one billing period, the bill shall be so computed.

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If the Advanced Metering Infrastructure is unavailable or Meters located where the Company has no resident service representative, or the resident service representative is unavailable, final readings or energy consumption may be estimated at the time the Customer requests that service be discontinued. Estimates will be made on the basis of previous average usage. All estimated readings or energy consumption shall be clearly marked as such. If a Customer shall demonstrate to the Company reasons why the estimate is not equitable, an adjustment will be made consistent with the best information available.

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Fergus Falls, Minnesota

## Section 4.04 METER TESTING

The Company will maintain and test its metering equipment in accordance with the Rules of the Minnesota Public Utilities Commission. If the Company's test shows a Meter to have an average error of more than 2% fast or 2% slow, the Company shall make an adjustment to the bills for service during the period of registration error, if known, in accordance with Minn. Rule 7820.3700 and Section 4.09 of these General Rules and Regulations. The refund or charge for both fast or slow Meters shall be based on corrected Meter Readings or energy consumption for a period equal to one-half the time elapsed since the last testing of the Meter, 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 refund or charge shall be computed to that date, but in no event for a period longer than one year.

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When the average error cannot be determined by test because the Meter is not found to register or is found to register intermittently, the Company may charge for an estimated amount of electricity used, which shall be calculated by averaging the amounts registered over corresponding periods in previous years or in the absence of such information, over similar periods of known accurate measurement preceding or subsequent to that period, but in no event for a period longer than one year.

If the recalculated bill indicates that more than \$1 is due an existing Customer or \$2 is due a person no longer a Customer of the Company, the full amount of the calculated difference between the amount paid and the recalculated amount shall be refunded to the Customer. The refund to an existing Customer may be in cash or as credit on a bill. Credits shall be shown separately and identified. If a refund is due a person no longer a Customer of the Company, the Company shall mail to the Customer's last known address either the refund or a notice that the Customer has three months in which to request a refund from the Company. If the recalculated bills indicate that the amount due the Company exceeds \$10, the Company may bill the Customer for the amount due. The first billing rendered shall be separated from the regular bill and the charges explained in detail.

If a Customer has called to the Company's attention doubts as to the Meter's accuracy and the Company has failed within a reasonable time to check it, there shall be no back billing for the period between the date of the Customer's notification and the date the Meter was checked.



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*Minnesota Public Utilities Commission*  
**ELECTRIC RATE SCHEDULE**  
**General Rules and Regulations – Section 4.04**  
**Meter Testing**  
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The Customer may request the Company to test its Meter. If the request to test a Meter is made within one year of a previous test, a charge will be added to the Customer's bill if the metering equipment tests accurate in accordance with the Rules of the Minnesota Public Utilities Commission. The charges will be as follows:

Single-phase or Residential Customer Meter	\$10.00
Single-phase Demand or Self-Contained Three-phase Meter	\$20.00
All other Three-phase Meters	\$30.00



Fergus Falls, Minnesota

## **Section 4.05 ACCESS TO CUSTOMER'S PREMISES**

When properly identified, Company representatives may enter the Customer's premises at reasonable times and occasions to read its Meter or service utility equipment provided the Customer has agreed orally or in writing, in advance, to permit entry on a particular occasion. Pursuant to Minn. Rule 7820.3100, a Customer's premises may not be entered without the Customer's consent unless a court order has been obtained authorizing entry or an emergency situation involving imminent danger to life or property reasonably appears to exist.

The Company shall have the right and be allowed access to remove its electric lines, related equipment, metering equipment, and other appliances and fixtures from the Customer's property as part of its normal course of business.



Fergus Falls, Minnesota

## **Section 4.06 ESTABLISHING DEMANDS**

Demands shall be established as provided in the applicable rate schedule. In the absence of a Demand Meter recording installed at the Customer's service location, the Demand may be periodically established by measurement with an appropriate device.





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General Rules and Regulations – Section 4.07  
Monthly Billing Period and Prorated Bills

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## Section 4.07 MONTHLY BILLING PERIOD AND PRORATED BILLS

A period of 365 days divided by 12 months [30.41667 days] shall be considered a normal monthly billing period. Pursuant to Minn. Rule 7820.3300, bills based on actual billing periods, which will be determined by the interval between two consecutive Meter Reading dates for metered services or between billing dates for non-metered services, will be prorated on a daily basis for a period of lesser than or greater than a normal billing period. The proration shall apply to the Customer Charge, Energy Charge, Demand Charge, Facilities Charge, and any other monthly charges or credits for the applicable rate.

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Services will be prorated to the month in which they were consumed based on a computed daily average. The following definitions apply:

- For fixed charges, the “computed daily average” used to prorate “services” is the daily fixed charged, or ratio of the annual amount of the fixed charge by the number of days in a year (365).
- For consumption-based charges, the “computed daily average” used to prorate “services” is the daily average energy/demand usage, or ratio of the energy/demand usage during the billing period by the number of days in the same billing period.



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**Electric Service Statement – Identification of Amounts**  
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## **Section 4.08 ELECTRIC SERVICE STATEMENT - IDENTIFICATION OF AMOUNTS AND METER READING**

Rate schedules or services will be billed and identified on electric service statements. Each amount on the electric service statement will be identified by a descriptive reference to the rate schedule under which the amount is computed, or other explanation, on the same line with the amount. In addition, the Company will collect from the Customer, and the service statement will itemize, any sales, use, excise, or other taxes and fees that apply to the service provided. If codes are used to identify a prorated bill, a cancelled bill, an estimated reading, a Meter exchange, or other pertinent data, an explanation of each code will be shown on that portion of the statement that the Customer retains.

If a Municipality collects or receives any payment or payments from the Company for or by reason of using the Municipality's streets, alleys and public places, or for or by reason of operating the Company's utility business or any portion or phase thereof in the Municipality, bills for electric service in that Municipality will be increased by an aggregate amount approximating the amounts of such payment or payments during the period or periods in which any such payment or payments are collected or received. Accordingly, statements rendered under the several rate schedules in effect in that Municipality will be increased by the applicable proportionate part of any such payment or payments. This applies whether these payments are called taxes, assessments, license fees, percentages of earnings or revenues, lump sum payments, or otherwise, or whether such payments are made under the provisions of any ordinance, resolution, franchise, permit, or otherwise.

Table 1 below lists the Minnesota Municipalities in which OTP provides service that have implemented a fee as described above. The Company remits 100 percent of these fees collected from Customers to the local Municipality.



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ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 4.08  
Electric Service Statement – Identification of Amounts  
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Table 1		
Municipality	Type of Fee	Fee
Audubon	Franchise fee	- All Classes - 2.0% of Gross Revenue
Bemidji	Franchise fee	- Residential - 5.0% of Gross Revenue - Small Commercial - 5.0% of Gross Revenue - Large Commercial - 5.0% of Gross Revenue - Street lighting, Municipal Pumping and Civil Defense Siren - 5.0% of Gross Revenue
Crookston	Franchise fee	- 5 percent of bill, not to exceed \$2,500 per account
Morris	Franchise fee	- 3 percent of bill, not to exceed \$200 per account
New York Mills	Franchise fee	- Residential* - \$1.00 per meter - Commercial - \$1.00 per meter - Public Buildings - \$1.00 per meter *A residential customer having a second, separate off-peak meter shall be subject to only one monthly meter fee.
Perham	Franchise fee	- Residential - \$2.50 per account - Commercial - \$4.50 per account - Industrial - \$10.00 per account
Rothsay	Franchise fee	- Residential - \$1.75 per meter - Commercial - \$1.75 per meter - Industrial - \$1.75 per meter

**Notification of Franchise fee:** The Company will notify the Minnesota Public Utilities Commission of any new, renewed, expired, or changed fee, authorized by Minn. Stat § 216B.36 to raise revenue, at least 30 days prior to its implementation. If the Company receives less than 30 days' notice of a repealed or reduced fee from a city, the Company will notify the Minnesota Public Utilities Commission within 10 business days of receiving notice. Notification to the Minnesota Public Utilities Commission will include a copy of the relevant franchise fee ordinance, or other operative document authorizing imposition of, or change in, the fee.

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**Electric Service Statement – Identification of Amounts**  
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**Customer Notification of Franchise fee:** The following bill message language will be included with the first customer electric service statements on which a new or amended franchise fee is collected.

The MUNICIPALITY granted Otter Tail Power Company (OTP) a franchise to operate within the City limits. An electric franchise fee of X% of GROSS REVENUES/\$X PER METER/\$ PER KWH will be collected from customers effective MM/DD/YYYY. The line item appears on your bills as “Franchise Fee.” OTP remits 100% of this fee to the MUNICIPALITY.



Fergus Falls, Minnesota

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## SECTION 4.09 BILLING ADJUSTMENTS

### General:

If a Meter or billing error results from 1) an inaccurate Meter; 2) an incorrect reading of the Meter; 3) incorrect application of a rate schedule; 4) incorrect connection of the Meter; 5) application of an incorrect multiplier or constant; 6) bill delay; or 7) other similar errors affecting billings as described in Minn. Rule 7820.3800, the Company shall recalculate the Customer's bill consistent with that Rules, these General Rules and Regulations, and the Company's applicable rate schedule(s).

### Underbilled:

If a Customer was under-billed, the Company may recalculate the bills for service during the period of the error, up to a maximum of one year from the date of discovery.

In compliance with Minn. Stat. §216B.098, if a Customer inquiry or complaint results in the Company's discovery of the undercharge, the Company may bill for undercharges incurred after the date of the inquiry or complaint only if the Company began investigating the inquiry or complaint within a reasonable time after when it was made.

### Overbilled:

If the Customer was over-billed, the Company shall recalculate bills for service during the period of the error, up to a maximum of three years from the date of discovery. Adjustments of bills will be made in accordance with the rules prescribed by the Commission. Interest will be calculated as prescribed by Minn. Stat. §325E.02b.

### Threshold Amounts:

If an existing Customer was overcharged more than \$1.00, or a person no longer a Customer was overcharged more than \$2.00 as a result of an error, the recalculated amount will be refunded or, where applicable, a credit on a bill shall be made. If a Customer has been undercharged as a result of an error, the Company may bill the Customer if the amount due exceeds \$10.00.



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Billing Format:

The first billing rendered after a recalculation of charges shall be separated from the regular bill and the charges explained in detail.



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## Section 4.10 PAYMENT POLICY

Bills are due by the date printed on the bill, which will be the next scheduled bill date. A late payment charge will not be imposed if payment is made prior to the next billing date. The next billing date shall not be less than 25 days from the current billing date. The billing date shall be no more than three working days before the date of mailing.

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A Customer with at least 12 on-time, consecutive payments of regular bills prior to a delinquency date shall not be billed a late payment charge, and a notice of late payment charges shall not appear on the billing statements of such Customers.

If the Customer has been delinquent more than once during the last 12 consecutive months, a late payment charge will apply on any delinquent Account with an unpaid balance that is greater than \$10.00. The delinquent amount for Accounts on Even Monthly Payment (EMP) plans as described in Section 4.11 of these General Rules and Regulations, or payment schedules, will be the outstanding Account balance or the outstanding scheduled payments, whichever is greater. The late payment charge per monthly billing period shall be 1) 1.5% per month (18%) per year, or 2) \$1.00, whichever is greater. For Customers that have been delinquent once or more during the last 12 consecutive months, a notice of possible late payment charge will be stated on the Customer's next bill. This late payment charge will be assessed during the Customer's next billing period and appear on the Customer's bill. All payments received shall be credited against the Customer's oldest outstanding Account balance before the application of any late payment charge.

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A \$15 charge will be assessed due to payments not honored by the Customer's financial institution.





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Minnesota Public Utilities Commission  
ELECTRIC RATE SCHEDULE  
General Rules and Regulations – Section 4.11  
Even Monthly Payment (EMP) Plan

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## Section 4.11 EVEN MONTHLY PAYMENT (EMP) PLAN

Customers, at their request, may be billed under an Even Monthly Payment (EMP) plan. EMP provides for 11 equal monthly payments based on the Customer's previous use at the service location when available, or an estimate of use for that service location based on previous usage at the service location. Monthly billings will show the difference between the actual amount owed under normal billing and the amount that has been paid under EMP.

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The Company will review the Account usage and EMP balances after seven bills and 12 bills to ascertain the reasonableness of the budget amount under current rates or conditions of use of service, and the monthly payment will be adjusted accordingly.

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Billing for the seventh and twelfth month of EMP participation will reflect the actual billing for that month adjusted for the EMP credit or debit balance carried forward from the previous month. A debit or credit balance in the settle-up months will roll into the new EMP amount and be collected over the next 12 months. The Company shall pay interest monthly on any accrued EMP credit balance using a two-week average of the six-month Certificate of Deposit rate offered the second and third weeks of June (effective July 1) and December (effective January 1) by a large regional bank.

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Customers may cancel participation in the EMP plan at any time by providing the Company with reasonable prior notice. If the Customer incurs late charges as permitted in Section 4.10 of these General Rules and Regulations, or if a Customer's Account is more than 60 days past due, the Company may remove the Customer's Account from the EMP plan and the full balance of the Account will become due.



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**General Rules and Regulations – Section 4.12**  
**Summary Billing Services**

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## **Section 4.12 SUMMARY BILLING SERVICES**

Under the Company's Summary Billing Services, the Customer's multiple monthly bills will be consolidated into a single billing statement each month. Customers need to make only one payment covering the total amount due for all the Accounts included in a summary bill. Summary Billing Services is an optional service in which the Customer may choose to participate. Upon the Customer's request, the Customer and Company will enter into a contract for Summary Billing Services with a 45-day cancellation provision that applies to both parties.

The Company will work with Customers in choosing a monthly master billing date for a summary bill but reserves the final decision-making authority.

The Company may, at its sole discretion, limit the number of Accounts included in any one summary bill, and exclude Accounts based on rate class or type, amount of bill, Account arrearages, billing cycle, or participation in other programs. Participation in other Company programs such as Even Monthly Payment, Ready Check, and ePay, may restrict Accounts from inclusion in summary billing.

Accounts may be combined from more than one bill date resulting in a delay of the bill statement mailing for all Accounts until the master billing date is reached. Individual Accounts will be read on their normal reading cycle and placed on hold until all Accounts are read. Once completed, the Customer will be billed based on the total accumulation of the sub Accounts, including all Customer Charges, Energy Charges, Demand Charges, Facilities Charges, Fixed Charges, Monthly Minimum Charges, and other monthly charges for the applicable rates.

Payment policies remain in effect for each Customer participating in Summary Billing Services. Any determination of delinquencies will be based on the master billing date. If a summary bill falls into arrears, the Company may, at its option, discontinue the Customer's summary bill, reverting the individual Accounts to separate monthly billing.

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Fergus Falls, Minnesota

## **Section 4.13 ACCOUNT HISTORY CHARGE**

The Company shall charge \$10.00 for each Account history report requested by the Customer and provided by the Company in excess of 10 Account history reports (whether associated with one or more Accounts), not to exceed \$100 per request set.



Fergus Falls, Minnesota

## Section 4.14 COMBINED METERING

Combined Metering is defined as the addition of multiple service or metering points so that the Energy and Demand is registered on one Meter. This results in coincident Demand for these loads, thus treating it as one larger load for billing one rate. To qualify for Combined Metering a Customer must be served at a service location consisting of contiguous property with the same occupant and each service entrance to be combined must have a minimum entrance rating of 750 kVA (750 kVa entrance at various voltages which is equivalent to: 900 amps @ 277/480; 1800 amps @ 120/240 delta; 2100 amps @ 120/208 wye). Combined Metering can be accomplished with hardware or software totalizers or by installing primary metering. The Company will, in its sole discretion, reasonably determine whether to use primary metering or totalizing for any particular Customer that qualifies for Combined Metering.



Fergus Falls, Minnesota

## SERVICE CONNECTION AND EXTENSION RULES

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### SECTION 5.01 SERVICE CONNECTION

The Customer, without cost to the Company, grants the Company and its successors and assigns a perpetual easement and right-of-way on, over, across and under the Customer's property for the installation, operation, maintenance, repair, extension and removal of equipment necessary to provide electric service, such as overhead or underground transmission and Distribution lines, service conductors and other equipment, and necessary fixtures and all other devices in connection therewith; together with the right to permit the attachment of other wires to the poles or in a common trench for purposes of telecommunications or cable communication systems.

The Customer further grants the Company and its successors and assigns the right and perpetual easement to place, position and locate the butts of the main poles, pole structures or underground wires over, across or under the Customer's property in such manner and location as the Company and the Customer may mutually agree. The Company shall have the right of ingress and egress at all reasonable times, for the purpose of the perpetual rights and easements granted, and shall have the right to cut down and trim trees and vegetation as reasonably necessary to keep the wires of the Company's electric lines clear, so as to be maintained in accordance with the Company's standards of construction and maintenance. The Customer agrees to provide, without cost to the Company, such other rights of way or permits (including railroad permits), as may be necessary to provide electric service.

The Customer will also provide and maintain on its property, at a location satisfactory to the Company, proper space for the Company's transformers, metering equipment, and other equipment. The Customer will ensure the safekeeping of the Company's Meters and other facilities and reimburse the Company for the cost of any alternations to the Company's lines, Meters, or other facilities requested by the Customer and for any loss or damage to the Company's property located at the service location, except when such loss or damage is beyond the reasonable control of the Customer.

Where the Customer has blocked or restricted access to Company facilities through plantings, construction, pavement, or other object(s), all costs of obtaining access for maintenance, repairs or replacement of the facilities, whether underground or overhead, together with all costs of site restoration including, but not limited to, trenching, tree removal, earth removal, reconstruction or repaving, shall be the responsibility of the Customer.



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**Service Connection**

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If the Company is required to change the service lines or its equipment used to provide electric service to the Customer for any reason other than normal maintenance or inadequate Capacity, the Customer shall pay all costs connected with the change.

Where the Customer requests electric service and service is provided by means of an underground service lateral, owned and installed by the Company, the Customer shall, except for backfilling, assume, at its own expense, the necessary land restoration, including but not limited to, yard maintenance, grass planting, and trench leveling.

Except as may be agreed in writing, title and ownership of all lines, extensions and equipment furnished by the Company shall be and remain in the Company, and shall not be owned by nor become a part of the property of the Customer. The service conductors as installed by the Company from the Distribution line to the point of connection with the Customer's service entrance conductors will be the Company's property and will be maintained by the Company at its own expense. The Customer will allow the Company access to the service conductors to perform maintenance.

In the event of the failure of the Customer to make payment for service provided by the Company, and service is disconnected as permitted by these General Rules and Regulations, and applicable Rules of the Minnesota Public Utilities Commission, the Company may remove any and all equipment, extensions of lines and other property installed by the Company on the Customer's property.

Transformers, service conductors, Meters, and other equipment used in furnishing electric service to a Customer have a definite Capacity. Therefore, the Customer shall make no material increase in load or equipment without first making arrangements with the Company for the additional electric supply.



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**General Rules and Regulations – Section 5.02**  
**Voltage Classification**

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## **Section 5.02 VOLTAGE CLASSIFICATION**

The Company will provide service to the Customer at any specific standard voltage that is available in the local service area. The Company will supply the Customers with a list of the available voltages at which the Customer may take service from the Company.

The Company provides service at the following nominal voltage levels:

### **Service at Secondary Voltage**

Secondary voltage service is defined as Single- or Three-phase alternating current either 1) below 2,400 volts or 2) from 2,400 volts up to, but not including, 15,000 volts where the substation and Distribution system are provided by the Company.

### **Service at Primary Voltage**

Primary voltage service is defined as Single- or Three-phase alternating current supplied at the same voltage as the low side of the local substation which may include voltages from 2,400 volts up to, but not including, 41,600 volts where the substation is provided by the Company and the Distribution system (including Distribution transformers, if any) is provided by the Customer.

### **Service at Transmission Voltage**

Transmission voltage service is defined as Three-phase alternating current at 41,600 volts or higher. The availability of service at transmission voltage will be determined by the Company when requested by the Customer. The service voltage available will vary depending on the voltage in the vicinity of the Customer's service location. Customers electing Transmission Service for any portion of the service will be considered a Transmission Service Customer. The Customer will own the substation and all facilities on the Customer side of the Meter.

Transmission voltage service will be provided under the following conditions:

1. Such service does not adversely affect the Reliability of the rest of the system or cause an expense on other Customers.
2. The Customer will be metered at a voltage determined by the Company and then





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adjusted if necessary to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.

*Service Installation*

The Company will install, own, and maintain on an individual project basis the Distribution Facilities necessary to provide service. The Customer will be required to pay, in addition to the applicable rate, the following amounts for service installation if applicable, to the Company.

The Company will extend, on private property, to a Company-designated service location. The total cost of the Company facilities must not exceed a three-year projection of revenue received from the Customer's applicable rate(s) (not including any such amounts expected to be recovered through the Energy Adjustment Rider, but including any base costs of Energy included in the Customer's rate schedule(s) the Customer is taking service under). When the cost of the necessary extension exceeds this limit, the Customer will be charged in accordance with the Company's extension rules identified in Section 5.04.

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When underground facilities are installed, such work will be subject to a Winter construction charge when snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the Winter Season. The Company reserves the right to charge Customers for any unusual Winter construction expenses. All Winter construction charges are non-refundable and are in addition to any normal construction charges. The Company will determine payment requirements based on actual costs.



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## Section 5.03 FACILITIES DEFINITIONS, INSTALLATIONS, AND PAYMENTS

### Facilities Definitions

"Standard Facilities" are those facilities whose design or location constitutes the reasonable and prudent, least-cost alternative that is consistent with the existing electric system configuration, will meet the needs of the Company's Customers and will maintain system Reliability and performance under the circumstances. In determining the design or location of a "Standard Facility," the Company shall use good utility practices and evaluate all of the circumstances surrounding the proposal, including 1) public and employee safety in the installation, operation and maintenance of the facility, 2) compliance with applicable engineering standards, codes, electric utility norms and standards, 3) electric system Reliability requirements, 4) the presence, age, condition and configuration of existing facilities in the affected area, 5) the presence and size of existing right-of-way in the affected area, 6) existing topography, soil, spacing, and any environmental limitations in the specific area, 7) existing and reasonably projected development in the affected area, 8) installation, maintenance, useful life and replacement cost factors, and 9) other relevant factors under the particular circumstances.

"Distribution Facilities" are defined as wires, poles, insulators, transformers, fixtures, underground cable, and other associated accessories and equipment, including substation equipment, rated below 41,600 volts, whose express function and purpose is for the Distribution of electrical power from the Company's Distribution substation directly to the Customer's point of connection. Distribution Facilities may also include a radial line rated equal to or greater than 41,600 volts dedicated to serve Customers on Transmission rates. Distribution Facilities exclude all facilities used primarily for the purpose of transferring electricity from a Generator to a substation and/or from one substation to another substation.

"Transmission Facilities" are defined as poles, towers, wires, insulators, transformers, fixtures, underground cable, and other associated structures, accessories and equipment, including substation equipment, rated equal to or greater than 41,600 volts, whose express function and purpose is the transmission of electricity from a Generator to a substation or substations, and from one substation to another.

"Special Facilities" are non-Standard Facilities or the non-standard design or non-standard location of facilities. Common examples of Special Facilities include duplicate service facilities, special switching equipment, special service voltage, Three-phase service where



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Single-phase service is reasonably determined by the Company to be adequate, facilities for intermittent Customer equipment, mobile home park Distribution systems, conversion from overhead to underground service, specific area or other special undergrounding, location and relocation or replacement of existing Company facilities.

The Company is not obligated to provide any Special Facilities and may refuse to do so at its sole discretion.

“Excess Expenditure” is defined as the total reasonable incremental cost above that of Standard Facilities, for construction of Special Facilities, including: the value of the un-depreciated life of existing facilities being removed and removal costs less salvage; the fully allocated incremental labor costs for design, surveying, engineering, construction, administration, operations or any other activity associated with the project; the incremental easement or other land costs incurred by the Company; the incremental costs of immediately required changes to associated electric facilities, including backup facilities, to ensure Reliability, structural integrity and operational integrity of the electric system; the incremental taxes associated with requested or ordered Special Facilities; the incremental cost represented by accelerated replacement cost if the Special Facility has a materially shorter life expectancy than the standard installation; the incremental material cost for all items associated with the construction, less salvage value of removed facilities, and any other prudent costs incurred by the Company directly related to the applicable Special Facilities.

### **Facilities Installations**

When the Company is requested by a Customer, group of Customers, developer, or Governmental Unit to provide types of service that result in expenditure in excess of the Company designated Standard Facility installation, the requesting Customer, group of Customers, developer, or Governmental Unit shall be responsible for the Excess Expenditure, unless otherwise required by applicable law, rule or regulation.

When requested, the Company will evaluate the circumstances and determine the Standard Facilities that would be appropriate to the particular situation and determine what, if any, Excess Expenditures are associated with a Customer request or Customer requirement for Special Facilities.

Subject to the requirements of applicable laws, rules and regulations, and subject to the Company's previously scheduled or emergency work, the Company will install Special Facilities or replace, modify or relocate to a Company-approved location or route its existing Distribution Facilities or Transmission Facilities a) upon the request of a Customer, a group of Customers,



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developer, or upon request or lawful order of a Governmental Unit if the Company determines the requested or ordered Special Facilities will not adversely affect the Reliability, structural integrity, ability to efficiently expand Capacity or operational integrity of the Company's Distribution Facilities or Transmission Facilities; and b) the requesting or ordering Customer, group of Customers, developer, or Governmental Unit arranges for payment of the Excess Expenditures, or a requesting or ordering Governmental Unit elects Excess Expenditures be recovered by a surcharge.

#### *Special Facilities in Public Right-Of-Way*

Whenever a Governmental Unit orders or requests the Company to replace, modify or relocate its existing Distribution Facilities or Transmission Facilities located in the public right-of-way to the extent necessary to avoid interference and not merely for the convenience of the local Government Unit, in connection with: 1) a present or future local government use of the right-of-way for a public project; 2) the public health or safety; or 3) the safety and convenience of travel over the right-of-way, such facilities will be replaced, modified or relocated at the Company's expense, provided the construction is the Standard Facilities installation designated by the Company.

If the Governmental Unit requests or orders a facility other than the Standard Facilities, the Company will provide the Governmental Unit notification of the Excess Expenditures to be incurred for Special Facilities, compared to Standard Facilities. If the Governmental Unit requests or orders a type of construction with costs in excess of the Company-designated Standard Facilities construction, the Company shall be entitled to recovery of the Excess Expenditures as provided in this Section.

Except in emergencies, the Company has no obligation to commence initial construction of new Special Facilities, or to commence construction for replacement, modification, reconstruction or relocation of existing facilities, until the Company receives a permit, or other written authorization required from the Governmental Unit (or its designee) having jurisdiction over use of the applicable public right-of-way, authorizing the construction at a Company-approved reasonable location within the public right-of-way or at a location established by lawful order of the Governmental Unit.

#### *Underground Facilities Requirements*

The following provisions apply when replacing overhead facilities with underground facilities at the request of a Customer or Governmental Unit:



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When required, the Customer at Customer's expense, must engage an electrician to adapt the Customer's electrical facilities to accept service from the Company's underground facilities.

The Company will allow reasonable time for the Customer to make the necessary alterations to the Customer's facilities before removal of the existing overhead facilities. The Customer, group of Customers, developer or Governmental Unit must provide the Company reasonable notice of the undergrounding request so Company may efficiently plan and install such facilities.

Perpetual easements will be granted to the Company at no cost to the Company whenever any portion of the underground Distribution system is located on private land and the undergrounding is requested by the Customer or ordered by a Governmental Unit. These easements also will grant the Company access for inspection, maintenance, and repair of Company facilities.

The Company must receive full access to its facilities installed underground for the purpose of inspection, maintenance, and repair of such facilities, such right of access to include the right to open public ways.

Where a Governmental Unit is requesting undergrounding, the Governmental Unit will give sufficient notice and will allow the Company sufficient time to place its facilities beneath public ways while the same are torn up for resurfacing. A Governmental Unit shall provide the Company with access to the torn up public ways during such period so that the Company will have unobstructed use of sufficiently large sections of the public ways to allow installation of the underground facilities in an economic manner.

The Customer shall install, own, and maintain the necessary conduits and Secondary Service conductors to a point of common connection designated by the Company for secondary voltage service supplied from an underground Distribution lateral. A point of common connection can be the secondary compartment of the transformer, a current transformer cabinet, a Self-Contained Meter socket, or other type of Company-approved junction box. The Company will make final connection of the Customer's Secondary Service conductors to the Company's facilities.

Secondary voltage service supplied from underground Secondary Service conductors requires that the Customer install, own, or maintain necessary conduits on private property to a point designated by the Company. Secondary service conductors usually will be installed by the Customer in the Customer's conduit, however, in some installations it may be preferred to have



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the Company provide a continuous installation from the Company facilities through the Customer conduit to the Customer's service equipment.

In these installations the Customer must pay the total installed cost of the Company's cable installed on private property. The Company will make the final connection of the Customer's Secondary Service conductors to the Company's facilities.

### **Special Facilities Payments**

Where the requesting or ordering Customer or Governmental Unit is required to prepay or agrees to prepay or arrange payment for Special Facilities, the requesting or ordering Customer or Governmental Unit shall execute an agreement or service form pertaining to the installation, operation and maintenance, and payment for the Special Facilities.

Payments required will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing with the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a requesting party shall not change the Company's ownership interest or rights.

Charges for Special Facilities shall be an annual fixed charge of 18% of the costs associated with the Excess Expenditures, billed in 12 equal monthly installments.

Alternatively, the Customer may prepay the Excess Expenditure amount and then, in lieu of the 18% annual fixed charge, pay an annual fixed charge of 3.5% of the Excess Expenditure amount, billed in 12 equal monthly installments.

The monthly charge shall be discontinued if the Special Facilities are removed or if the Special Facilities eventually qualify as Standard Facilities.

The Company shall provide to the Customer an estimate with detail of the costs prior to construction.



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## Section 5.04 EXTENSION RULES AND MINIMUM REVENUE GUARANTEE

The Company will, at its own expense, extend, enlarge, or change its Distribution or other facilities for supplying electric service when the anticipated revenue from the sale of additional service at the location justifies the expenditure. If it reasonably appears to the Company that the expenditure may not be justified based on a three-year projection of revenue received from the Customer's applicable rate schedule(s) under which the Customer is taking service, except for sales tax, franchise fees and other governmental charges collected by the Company on behalf of governmental authorities, the Company may require the Customer to sign an Electric Service Agreement guaranteeing a minimum payment of no less than three years use of electric service, and require the Customer to pay in advance if the Company has reason to question whether the Customer will maintain adequate creditworthiness over the period or for any other reason may fail to make payments for service, including the service extension charges, over the period.

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The Company shall provide to the Customer an estimate with detail of the extension charges prior to construction.

If at the point of true-up at the end of the initial three-year contract period of service, the Customer uses and pays for more than the specified guaranteed minimum amount of electric service, which the Customer contracted to purchase, any advance that may have been made in excess of the guaranteed minimum amount when calculated based on actual usage will be refunded to the Customer together with interest at the rate provided for Customer deposits under Minn. Rule 7820.4500. However, if the Customer uses less than the guaranteed minimum, the amount of the difference between the guaranteed minimum and the actual usage will be billed to the Customer.

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## Section 5.05 TEMPORARY SERVICE

Pursuant to Minn. Rule 7820.0900, a Customer taking temporary service shall pay the regular rates applicable to the class of service rendered.

When the Company renders a temporary service to a Customer, it may require that the Customer bear the cost of installing and removing the service in excess of any salvage realized.

The Company may require the Customer to make an advance payment sufficient to cover the estimated cost of furnishing temporary service and any electricity used by the Customer during the period temporary service is provided.

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## USE OF SERVICE RULES

### Section 6.01 CUSTOMER EQUIPMENT

The Company may require the Customer to make changes to the Customer's equipment or system(s) at the Customer's expense, or pay the costs of Company's installation of nonstandard Distribution Facilities, where the Company reasonably determines that such changes or nonstandard installations are necessary to correct operating characteristics of the Customer's equipment or system(s) that interfere with satisfactory service to other Customers of the Company.

The Customer is notified in writing (or by verbal notice followed by a written notification) when equipment that the Customer is using or the Customer's system(s) interferes with or adversely affects the quality of service for other Company Customers. Following the notice, the Customer will be afforded reasonable opportunity to make suitable changes to the equipment or system(s), or to provide additional equipment, at Customer's expense, to eliminate or prevent these adverse effects.

In the event the Customer fails to make the necessary changes and other Company Customers continue to be adversely affected by the operating characteristics of the Customer's equipment or system(s), the Company reserves the right to 1) require that a portion of the Customer's load be served through a separate service and Meter with separate billing; 2) refuse to serve problem loads; 3) discontinue service to existing loads; and/or 4) install non-standard Distribution Facilities and charge the Customer for the Excess Expenditure as provided for Special Facilities in Section 5.03 of these General Rules and Regulations.



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## **Section 6.02 USE OF SERVICE; PROHIBITION ON RESALE**

Electric service may be used only for the purpose set forth in the respective rate schedules. Except as allowed in specific Tariffs or rate schedules, electric service is furnished for the use of the Customer only, and the Customer shall not resell it.

The Customer shall not use or enable third parties to use electric service furnished by the Company to facilitate sales of electricity, whether such electricity has been generated by the Company, Customer or a third party. By way of example but not in limitation, this restriction prohibits Customers from consuming the Company's retail electric service in any way that would allow Customers or any third party to sell electricity (whether Company provided, Customer-generated, or third-party generated) for the purpose of profiting from arbitrage between the rate paid by the Customer to the Company and the price received by the Customer or third party from the sale of electricity.



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## COMPANY'S RIGHTS

### Section 7.01 WAIVER OF RIGHTS OR DEFAULT

No delay by the Company in enforcing any of its rights shall be deemed a waiver of its rights, nor shall a waiver by the Company of one of a Customer's defaults be deemed a waiver of any other or subsequent defaults.



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## **Section 7.02 MODIFICATION OF RATES, RULES AND REGULATIONS**

The Company reserves the right to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect, in any manner permitted by law. Customers shall receive such notice of any such modification as required by Minnesota Law and Commission Rules.



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## GLOSSARY AND SYMBOLS

### Section 8.01 GLOSSARY

#### Glossary of terms used in Tariffs and riders

**Account** – The Customer-specific identifier for tracking the service the Company provides through a Meter(s) at a specific Customer service location. One Customer may have several Accounts with the Company.

**Advanced Metering Infrastructure** – Communication infrastructure that supports the remote collection of Customer's electrical energy consumption.

**Billing Demand** – A charge applied to an Energy Customer for Capacity reserved or made available explicitly for that Customer. The Customer's Demand as used by the Company for billing purposes. Billing Demand is calculated and specified in applicable Tariffs.

**Capacity** – The maximum amount of power, normally expressed in Kilowatts (kW) or Megawatts (MW), that a given system or subsystem can carry or produce at a particular moment.

**Commercial** - A business consumer of Energy.

**Commission** – The state agency that oversees the rates, and terms and conditions of investor-owned utilities. (See Minnesota Public Utilities Commission).

**Company** - Otter Tail Power Company, or the Utility, a Minnesota corporation, which is a regulated power company providing electricity to Customers in Minnesota, North Dakota and South Dakota within its assigned service territory and other areas as authorized by law.

**Control Criteria** - The terms and guidelines governing the supply of electricity to non-firm electric loads.

**CT Metering** – A watt-hour Meter that is used with current transformers. The current transformer reduces the primary current to a secondary current applied to the Meter in a known proportion. Used when the current exceeds 400 amperes.

**Customer** - Any party that is involved in the purchase or sale of retail electrical Energy with the Company.



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**Customer Charge** – Part of the monthly basic Distribution charge to partially cover costs for billing, Meter Reading, equipment, service line maintenance and equipment. This charge is the same no matter how much electricity is used.

**Demand** – The rate at which electric Energy is delivered to or by a system, part of a system, or piece of equipment and is expressed in Kilowatts (kW) or Megawatts (MW).

**Demand Interval** - The specified interval of time on which a Demand measurement is based.

**Distribution** - The local wires, transformers, substations and other equipment used to deliver electricity to end-use consumers.

**Distribution Facilities** - Company facilities as defined in Section 5.03 of these General Rules and Regulations.

**Energy** – The Customer’s electric consumption requirement measured in Kilowatt-Hours (kWh)

**Energy Charge** - The amount on a Customer billings reflecting the actual Energy used over the billing period.

**Excess Expenditure** - Certain costs incurred by the Company in the construction of Special Facilities, as defined in Section 5.03 of these General Rules and Regulations.

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**Facilities Charge** – An amount to be paid by the Customer on the basis of the Customer’s design or metered Demand.

**Farm** – A Customer classification where a Customer uses Energy in the production of income from ordinary farming operations of a commercial scale.

**Generator** – A general name given to a machine for transforming mechanical Energy into electrical Energy.

**Governmental Unit** - A city, town, county, or other local unit of government with jurisdiction over the use of the public rights of way or other public areas.

**Kilovolt (kV)** – A unit of pressure equal to one thousand volts.

**Kilowatt (kW)** – A unit of electrical power equal to one thousand watts. Electric power is usually expressed in kW. A watt = volts times amps times power factor. One watt = 1/746 Horsepower and a kW = 1,000 watts or 1.34 Horsepower.

**Kilowatt-Hour** - A Kilowatt-Hour (kWh) is the standard unit of measure for electricity for which most Customers are charged in cents per kWh. One kWh is equal to 1,000 watt-hours. The total number of kWh charged to a bill is determined by electricity use. For example, if a 100-watt light bulb is used



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for 10 hours, one kWh (100-watts x 10 hours = 1,000 watt-hours) would be billed.

**Megawatt (MW)** – A unit of electrical power equal to one million watts.

**Meter** – An electric indicating instrument used to measure kWhs, kW and/or kVAR.

**Meter Reading** – The period, expected to be 30 days, between requested Meter reads utilized by the billing system to render a Customer's energy consumption.

**Midcontinent Independent System Operator (MISO)** – An independent third-party operating in the Midwest states and formed to operate the transmission system in a way that provides fair access for all electricity suppliers. The ISO maintains instantaneous balance of the Grid system by controlling the dispatch of flexible plants to ensure that loads match resources available to the system. It is regulated by the Federal Energy Regulatory Commission (FERC).

**Minnesota Public Utilities Commission (MPUC)** – The Minnesota state agency that oversees the rates, and terms and conditions of service of investor owned electric utilities such as Otter Tail Power Company.

**Reactive Demand** - A term used in the calculation of power factor defined as the relationship between the total power (kVa) and the real power (kW) for loads such as motors that require magnetizing current to operate.

**Reliability** – The providing of adequate and dependable generation,  
Transmission and Distribution service.  
Electric system Reliability has two components -- adequacy and security.  
Adequacy is the ability of the electric system to supply the aggregate electrical Demand and Energy requirements of the Customers at all times, taking into account scheduled and unscheduled outages of system facilities. Security is the ability of the electric system to withstand sudden disturbances such as electric short circuits or unanticipated loss of system facilities.

**Residential** – A Customer classification where a Customer uses Energy for domestic, non-commercial purposes in space consisting of a single private household. Residential includes but is not limited to a single-family dwelling.

**Seasonal Customer** – A Customer who receives utility service periodically each year, intermittently during the year, or at other irregular intervals.

**Self-Contained Metering** – A watthour Meter that has sufficient current-carrying Capacity to meet the specific Demand for which it is designed





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without the need for a current transformer. Used to measure current up to 400 amperes.

**Single-phase** – An alternating current circuit in which only one phase of current is available in a two-conductor or three-conductor system.

**Space Conditioning Loads** – Electrical processes used to condition air or water, such as heating, cooling, dehumidifying, or humidifying.

**Special Facilities** - Company provided facilities as defined in Section 5.03 of these General Rules and Regulations.

**Standard Facilities** - Company provided facilities as defined in Section 5.03 of these General Rules and Regulations.

**Summer Season or Summer** – The period of time beginning June 1 and ending September 30.

**System Marginal Energy Price** – The Company's hourly system Incremental Energy cost plus applicable losses, transmission, and a profit margin.

**Tariff (Tariff Schedules)** – A document filed with the regulatory authority(s) specifying lawful rates, charges, rules and conditions under which the Company provides service to the public.

**Three-phase** – A term applied to circuits carrying three voltages 120 degrees apart in phase.

**Total Coincident Demand** – The sum of two or more Demands that occur in the same Demand Interval as determined by the Company.

**Transmission Facilities** – Company-provided facilities as defined in Section 5.03 of these General Rules and Regulations.

**Transmission Service** – The reservation and transmission of Capacity and Energy on either a firm or non-firm basis and as defined in Section 5.02 of these General Rules and Regulations.

**Winter Season or Winter** – The period of time beginning October 1 and ending May 31.



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## Section 8.02 DEFINITION OF SYMBOLS

The following symbols on rate schedules or rules and regulations shall signify the following revisions:

- “C” Changed listing, rule, or condition which may affect rates or charges
- “N” New material including listing, rate, rule, or condition
- “R” Rate change