



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
Title Page  
ELECTRIC RATE SCHEDULE  
Title Page

*Second Revised Sheet No. 1 Cancelling First Revised Sheet No. 1*

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**TARIFF SCHEDULES**  
**Volume II**

**Applicable to Electric SERVICE**  
**of**  
**Otter Tail Power Company**

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: June 21, 2019  
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Docket No. EL18-021

Bruce G. Gerhardson  
Vice President, Regulatory  
Affairs

EFFECTIVE with bills  
rendered on and after  
August 1, 2019,  
in South Dakota



Fergus Falls, Minnesota

Sixth Revised Sheet No. 1, Cancelling Fifth Revised Sheet No. 1

## Electric Service – South Dakota – Index

Section      Item

### 1.00      GENERAL SERVICE RULES

1.01	Scope of General Rules and Regulations
1.02	Application for Service
1.03	Deposits, Guarantees and Credit Policy
1.04	Connection Charge
1.05	Contracts, Agreements and Sample Forms
1.06	Reserved for Future Use
1.07	Reserved for Future Use
1.08	Reserved for Future Use
1.09	Customer Meter Data Privacy

T  
T  
T

### 2.00      RATE APPLICATION

2.01	Assisting Customers in Rate Selection
2.02	Service Classification

### 3.00      CURTAILMENT OR INTERRUPTION OF SERVICE

3.01	Disconnection of Service
3.02	Curtailed or Interruption of Service
3.03	Reserved for Future Use
3.04	Reserved for Future Use
3.05	Continuity of Service

T  
T



(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 4.00      METERING AND BILLING

4.01	Meter and Service Installations
4.02	Meter Readings
4.03	Estimated Billing
4.04	Meter Testing and Meter Failure
4.05	Access to Customer Premises
4.06	Establishing Demands
4.07	Monthly Billing Period and Prorated Bills
4.08	Electric Service Statement - Identification of Amounts and Meter Reading
4.09	Billing Adjustments
4.10	Payment Policy
4.11	Even Monthly Payment (EMP) Plan
4.12	Summary Billing Services
4.13	Account History Charge
4.14	Combined Metering

T  
T

### 5.00      STANDARD INSTALLATION AND EXTENSION RULES

5.01	Service Connection
5.02	Voltage Classification
5.03	Facilities Definitions, Installations and Payments
5.04	Extension Rules and Minimum Revenue Guarantee
5.05	Temporary Service

### 6.00      USE OF SERVICE RULES

6.01	Customer Equipment
6.02	Use of Service; Prohibition on Resale



Fergus Falls, Minnesota

(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 7.00      COMPANY'S RIGHTS

7.01	Waiver of Rights or Default
7.02	Modification of Rates, Rules and Regulations

### 8.00      GLOSSARY AND SYMBOLS

8.01	Glossary
8.02	Definition of Symbols

## Rate Schedules and Riders

### 9.00      RESIDENTIAL AND FARM SERVICES

9.01	Residential Service
9.02	Residential Demand Control Service (RDC)
9.03	Farm Service
9.04	Reserved for Future Use

T

C

### 10.00      GENERAL SERVICES

10.01	Small General Service (Under 20 kW)
10.02	General Service (20 kW or Greater)
10.03	General Service – Time of Use
10.04	Large General Service
10.05	Large General Service – Time of Day
10.06	Super Large General Service

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in South Dakota



(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 11.00      OTHER SERVICES

11.01	Standby Service
11.02	Irrigation Service
11.03	Outdoor Lighting – Energy Only
11.04	Outdoor Lighting (CLOSED)
11.05	Municipal Pumping Service
11.06	Civil Defense – Fire Sirens
11.07	LED Street and Area Lighting

T

### 12.00      POWER PRODUCER RIDERS AND AVAILABILITY MATRIX

12.01	Small Power Producer Rider – Occasional Delivery Energy Service
12.02	Small Power Producer Rider – Time of Delivery Energy Service
12.03	Small Power Producer Rider – Dependable Service

### 13.00      MANDATORY RIDERS AND APPLICABILITY MATRIX

13.01	Energy Adjustment Rider <ul style="list-style-type: none"><li>• <i>Applicable to all services and riders unless otherwise stated in the mandatory riders matrix</i></li></ul>
13.02	Reserved for Future Use
13.03	Reserved for Future Use
13.04	Energy Efficiency Partnership (EEP) Cost Recovery Rider
13.05	Transmission Cost Recovery Rider
13.06	Reserved for Future Use
13.07	Reserved for Future Use
13.08	Environmental Cost Recovery Rider
13.09	Phase-In Rider

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Fergus Falls, Minnesota

(Continued)

## Electric Service – South Dakota – Index

Section      Item

### 14.00      VOLUNTARY RIDERS AND AVAILABILITY MATRIX

14.01	Water Heating Control Rider
14.02	Real Time Pricing Rider
14.03	Large General Service Rider
14.04	Controlled Service – Interruptible Load CT Metering Rider (Large Dual Fuel)
14.05	Controlled Service – Interruptible Load Self-Contained Metering Rider (Small Dual Fuel)
14.06	Controlled Service – Deferred Load Rider (Thermal Storage)
14.07	Fixed Time of Service Rider (Fixed TOS)
14.08	Air Conditioning Control Rider ( <b>CoolSavings</b> )
14.09	Renewable Energy Rider ( <b>TailWinds</b> )
14.10	Reserved for Future Use
14.11	Reserved for Future Use
14.12	Bulk Interruptible Service
14.13	Economic Development Rate Rider – Large General Service
14.14	My Renewable Energy Credits (My RECs) Rider

N

### 15.00      COMMUNITIES SERVED

15.00	South Dakota Communities Served
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### 16.00      SUMMARY OF CONTRACTS WITH DEVIATIONS

16.00	Summary of Contracts with Deviations
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Fergus Falls, Minnesota

## **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 South Dakota Public Utilities Commission or South Dakota Codified Laws (as the same may be amended from time to time), the South Dakota Codified Laws 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 the Company Tariffs and Riders shall have those meanings given in Section 8.01, the Glossary.



## 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 constitute the receiver a Customer of the Company subject to its 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 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.

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 opt out of receiving notifications at any time.

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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). The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company. If the Customer initiates a request to change service to a different rate, the Customer shall not be permitted to change back 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.





Fergus Falls, Minnesota

## Section 1.03 DEPOSITS, GUARANTEES AND CREDIT POLICY

The Company may require a deposit to ensure payment of bills when due if the Customer has not established satisfactory credit as defined by the South Dakota Administrative Rules 20:10:19:04. A deposit may be required, on not less than fifteen (15) days prior notice to the Customer, if the Customer has unsatisfactory credit or unknown credit. In determining credit standing, the Company shall only use credit reports reflecting the purchase of utility services unless the Customer is unable to establish satisfactory credit with that information, and consents in writing to the use of additional credit reports. Any credit history used is mailed to the Customer. The 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 Customer's credit history. A deposit is not to exceed the estimated charge for furnishing service to the Customer of one-sixth of an annual bill. If a Customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover one-sixth of the estimated annual bill, a new or additional deposit may be required upon reasonable written notice by the Company.

Pursuant to South Dakota Administrative Rules 20:10:19:08, the Company will pay interest on deposits, each year, at the rate of seven percent. Accrued interest will either be paid to the Customer on an annual basis, or credited to the Customer by a deduction made on the Customer's December electric service bill, or paid when a deposit is refunded on either termination of service or following 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices.

Deposits held by the Company, when the Customer ends service or service is terminated, plus any accrued interest, will be refunded by the Company to the Customer, less the amount of any unpaid bills on the Account.

Whenever service has been disconnected for nonpayment of a bill, before reconnection is made, the Company has the right to require the Customer to a) pay the reconnection fee stated in Section 1.04 of these General Rules and Regulations; b) make a deposit as required above; and c) make a satisfactory settlement with the Company for the delinquent bill and for service rendered between the last Meter Reading date and the date service was disconnected.

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The Company may, in lieu of a cash deposit, accept an agreement signed by a guarantor, satisfactory to the Company, whereby payment of a specified amount not exceeding the deposit requirement is guaranteed. The term of the guarantee agreement shall be for no longer than twelve (12) months, and shall automatically terminate after the Customer has closed and paid the Customer's Account with the Company, or when the Customer establishes satisfactory credit that would result in the return of a deposit, or at the guarantor's request upon 60 days written notice to the Company. However, no guarantee agreement shall be terminated without the



(Continued)

Customer first having made satisfactory settlement with the Company for any past-due balance for which the Customer owes the Company at that time. On termination of a guarantee agreement, a new guarantee agreement or deposit may be required by the Company, upon reasonable notice to the Customer and if the Customer has not established satisfactory credit.

To establish or re-establish satisfactory credit, the Company may, in lieu of accepting a cash deposit or a guarantee agreement, place a Customer on an early payment list as defined by South Dakota Administrative Rules 20:10:19:05. Customers placed on an early payment list are required to pay a bill within five (5) business days of the due date on the bill. A Customer on the early payments list will be subject to disconnection if the bill is not paid within five (5) business days.

The Company may permit a nonresidential Customer to establish or re-establish satisfactory credit by providing a letter of credit or posting a surety bond for an amount not to exceed the total of the Customer's indebtedness for utility service, or by negotiating some other option reasonably satisfactory to the Company.

A Residential Customer with unknown credit has the right to choose the manner of establishing satisfactory credit from among the options available to Residential Customers under this Section.

A nonresidential Customer with unknown credit has the right to choose the manner of establishing satisfactory credit from among the options available to nonresidential Customers under this Section.



Fergus Falls, Minnesota

## 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. This 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. The charge will be in addition to any charges that may be due on account of the unauthorized reconnection, pursuant to Section 3.01 of these General Rules and Regulations.

**TEMPORARY METER SOCKET DETACHMENT AND REATTACHMENT CHARGE:** Customers can request temporary socket attachment and reattachment of Customer-owned Meter sockets, masts, or conduits on Customer-owned property. The Company service representative may decline the request at the 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 attachment and reattachment 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 perform a reconnection 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.



## Section 1.05 CONTRACTS, AGREEMENTS AND SAMPLE FORMS

The following contracts, agreements and sample forms are listed in Section 1.05:

- Electric Service Agreement, Sheet No. 2
- Irrigation Electric Service Agreement, Sheet No. 3
- Outdoor Lighting and Municipal Services Agreement, Sheet No. 5
- Summary Billing Service Contract, Sheet No. 8
- Guarantee in Lieu of Deposit, Sheet No. 9
- Controlled Service Agreement Waiver, Sheet No. 10
- Standard Electric Service Statement, Sheet No. 11
- Commercial Electric Service Statement, Sheet No. 13
- Notice of Proposed Disconnection, Sheet No. 15
- Customer Deposit Refund Letter, Sheet No. 17
- Customer Deposit Receipt, Sheet No. 18
- Even Monthly Payment Brochure, Sheet No. 19
- Ready Check Brochure, Sheet No. 21

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Current contracts, agreements and sample forms can be found on our website at  
[otpc.com/SDForms](http://otpc.com/SDForms).

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South Dakota P.U.C. Volume II  
General Rules and Regulations – Section 1.05  
**ELECTRIC RATE SCHEDULE**  
**Contracts, Agreements and Sample Forms**

Fergus Falls, Minnesota

Third Revised Sheet No. 2 Cancelling Second Revised Sheet No. 2

(Continued)

**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 and filed in its approved Tariff with the South Dakota 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 South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future.
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 SD.
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.
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: \_\_\_\_\_

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**  
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Bruce G. Gerhardson  
Vice President, Regulatory  
Affairs

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Fergus Falls, Minnesota

Third Revised Sheet No. 3 Cancelling Second Revised Sheet No. 3

(Continued)

**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 and filed in its approved tariff with the South Dakota 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 South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future.
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 SD.
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.
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 Company. Unless otherwise agreed to by the Company in writing, the Company shall not maintain or operate Customer's line or equipment and



Fergus Falls, Minnesota

Third Revised Sheet No. 4 Cancelling Second Revised Sheet No. 4

(Continued)

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: \_\_\_\_\_



Fergus Falls, Minnesota

Third Revised Sheet No. 5 Cancelling Second Revised Sheet No. 5

(Continued)

#### 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 and filed in its approved tariff with the South Dakota 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 South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future.
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. The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company. 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 15 of this agreement.
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

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





Fergus Falls, Minnesota

Third Revised Sheet No. 6 Cancelling Second Revised Sheet No. 6

(Continued)

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 Yes No	Horsepower	Account Number	Billing Amount

**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,



Fergus Falls, Minnesota

Third Revised Sheet No. 7 Cancelling Second Revised Sheet No. 7

(Continued)

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

Third Revised Sheet No. 8 Cancelling Second Revised Sheet No. 8

(Continued)



## SUMMARY BILLING SERVICE CONTRACT

<b>Primary Customer Information</b>	<b>[Send master account billing to:]</b>
-------------------------------------	--

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

<b>Customer Authorization</b>
-------------------------------

Customer authorizes Otter Tail Power Company ("Company") to provide Summary Billing Service according to the Company's General Rules and Regulations (on file with the Commission), as the same may be changed from time to time. The Customer accounts to be included for Summary Billing Services shall be attached to this contract. The terms and conditions of this contract are listed in Section 4.12 of the Company General Rules and Regulations. Customer agrees to either send in the most recent copy of all bills selected for summary billing OR complete the Summary Billing Service Worksheet.

<b>Changes by Customer</b>
----------------------------

Request to change the above customer information or add or delete an account included in a summary bill described on the Summary Billing Service Worksheet must be made 45 days before the desired effective date. The change must be accepted by the Company.

<b>Changes by Otter Tail Power Company</b>
--

The Company reserves the right to make changes from time to time in the administration of Summary Billing Services. The service is subject to Company's General Rules and Regulations as they now exist or may hereafter be changed. Company will notify participating customers of any changes to the service provided.

<b>Cancellation</b>
---------------------

This contract may be cancelled by either the Customer or the Company with a 45-day written notification. Cancellation 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 cancellation.

<b>Liability</b>
------------------

The Company shall not be liable for any customer costs that may result from actions by the Company pursuant to the approved tariff, including: 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.

<b>Approval Signatures</b>
----------------------------

_____	_____
Customer Representative	By: _____
_____	_____
Title	Title
_____	_____
Date	Date



Fergus Falls, Minnesota

Third Revised Sheet No. 9 Cancelling Second Revised Sheet No. 9

(Continued)

**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 one-sixth of an  
estimated annual bills for service.

Conditions under which this agreement may be terminated are listed as follows:

1. The Customer discontinues receiving electric service from the Company.
2. The Customer changes service location covered by the guarantee agreement.
3. The Customer makes prompt payment to the Company of all electric service bills for 12 months.
4. I give the Company 30 days prior written notice for the termination of this agreement.
5. The Customer makes payment of the security deposit required by the Company.

However, this agreement may not be terminated until satisfactory settlement is made of any balance owed by the Customer to the Company.

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

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

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

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

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

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

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

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

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

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



Fergus Falls, Minnesota

Third Revised Sheet No. 10 Cancelling Second Revised Sheet No. 10

(Continued)

## Controlled Service Agreement



Customer Name

C

Service Address

C

Account Number

N

Location Number

C

N

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 South Dakota Public Utilities Commission. A copy of the Rules and Regulations is available from the Company.

DN

DN

N

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.

C

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.

C

D

D

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.

C

C

CN

C

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

C

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

C

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.

C

C

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:

C

D

To: Otter Tail Power Company -

Customer Service Center

C

D

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,

DN

C

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.

C

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

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Filed on: December 26, 2018  
Approved by order dated: Dec. 28, 2018  
Docket No. EL18-031

Bruce G. Gerhardson  
Vice President, Regulatory  
Affairs

EFFECTIVE with bills  
rendered on and after  
February 1, 2019,  
in South Dakota





Fergus Falls, Minnesota


Eighth Revised Sheet No. 11 Cancelling Seventh Revised Sheet No. 11

(Continued)


## STANDARD ELECTRIC SERVICE STATEMENT

T

Page 3 of 4 12345-111155 US



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**

Service location	FIRST AND LAST NAME 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)
Other billing activity	\$2.86
Current EMP amount	\$150.00
<b>Total amount due</b>	<b>\$152.86</b>

MORE PAYMENT AND BILLING INFORMATION ON BACK.

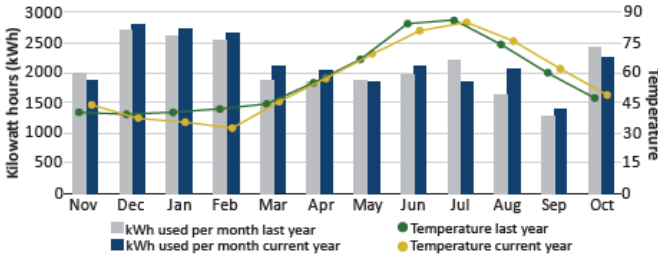
If payment is not credited to your account by Nov 14, 2022, a late payment charge of 1.5% (18% per year) plus \$2.00 will be charged.

**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	\$222.09
Current EMP amount	\$150.00
8-month EMP balance after payment	\$199.34


**CONSUMPTION HISTORY ACCOUNT 12345678**



DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

**ENERGY USAGE INFORMATION**

This month 2,250 kWh	Days in billing cycle 30
Avg kWh per day 75	Avg daily cost \$7.40

  
215 South Cascade Street  
Fergus Falls, MN 56537

21824281 6 000015286 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 \$ \_\_\_\_\_  
Energy Share donation \$ \_\_\_\_\_

**COPY - DO NOT PAY**  
This is a Ready Check account. The amount paid by your bank this month was \$152.86.

<b>Total amount due</b> November 14, 2022	<b>\$152.86</b>
<b>Amount enclosed</b>	\$

12345678-1 \$152.86 EMP



Fergus Falls, Minnesota

Sixth Revised Sheet No. 12 Cancelling Fifth Revised Sheet No. 12

(Continued)

PAYMENT AND OTHER BILLING ACTIVITY	
Previous balance	\$150.00
Payment 09/25/22	(\$150.00)
Late charge 10/17/22	\$2.86
Current EMP amount	<u>\$150.00</u>
<b>TOTAL AMOUNT DUE</b>	<b>\$152.86</b>

HOW WE CALCULATED YOUR BILL	
<b>1. Residential Service - S101</b>	
Meter 12345678	
10/15/22 Reading estimated	56789
09/15/22 Reading	56039
375 kWh @ .06252 Winter	\$23.45
375 kWh @ .07594 Summer	\$28.48
Customer Charge prorated	\$9.86
Energy Adjustment	
375 kWh @ .03189	\$11.96
375 kWh @ .02895	\$10.86
Energy Efficiency Adjustment	\$1.46
Transmission Cost Recovery	\$6.39
Phase-In Recovery Rider	\$7.41
Sales Tax	\$4.49
<b>Total Meter Charges</b>	<b>\$104.36</b>

2. Dual Fuel Self-Contained - S190	
Meter 78787878	
10/15/22 Reading estimated	15560
09/15/22 Reading	14060
750 kWh @ .01024 Winter	\$7.68
750 kWh @ .01222 Summer	\$9.17
Customer Charge prorated	\$9.86
Facilities Charge prorated	\$9.37
Fuel and Purchased Power	
750 kWh @ .03154	\$23.66
750 kWh @ .02864	\$21.48
Energy Efficiency Adjustment	\$2.93
Transmission Cost Recovery	\$12.78
Phase-In Recovery Rider	\$6.52
Sales Tax	\$4.66
<b>Total Meter Charges</b>	<b>\$108.11</b>


3. Other Charges and Credits	
Billing Period:	
09/17/2022 - 10/17/2022	
Outdoor Lighting 16 kWh	\$7.86
Energy Adjustment	
8 kWh @ .02516	\$0.20
8 kWh @ .02284	\$0.18
Energy Efficiency Adjustment	\$0.03
Transmission Cost Recovery	\$0.14
Phase-In Recovery Rider	\$0.80
Sales Tax	\$0.41
<b>Total Other Charges and Credits</b>	<b>\$9.62</b>

CURRENT BILLING AMOUNT	
	<b>\$222.09</b>

**1. Residential Service - S101**  
Meter 12345678  
Billing Period:  
09/15/22 - 10/15/22

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



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: \_\_\_\_\_

Customer Notices

12345678-1




Fergus Falls, Minnesota


Seventh Revised Sheet No. 13 Cancelling Sixth Revised Sheet No. 13


(Continued)

## COMMERCIAL ELECTRIC SERVICE STATEMENT




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**

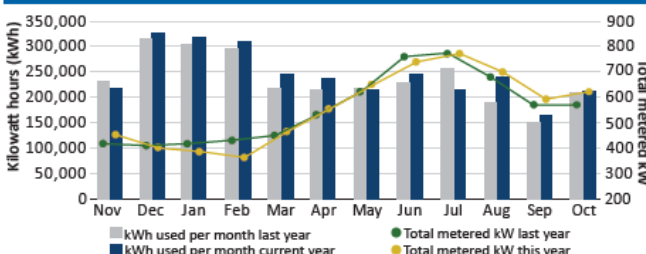
FIRST AND LAST NAME	123 ANYWHERE ST ANYWHERE, ST 12345
Service location	
Account number	12345678
Due date	Monday, November 14, 2022
Billing date	Monday, October 17, 2022
Previous balance	\$17,265.10
Payments	(\$17,265.10)
Other billing activity	\$0.00
Current billing amount	\$20,659.57
Total amount due	\$20,659.57

MORE PAYMENT 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) plus \$2.00 will be charged.


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

**CONSUMPTION HISTORY ACCOUNT 12345678**



**ENERGY USAGE INFORMATION**

This month 229,700 kWh	Days in billing cycle 30
Total metered kW 627.3	Avg daily cost \$688.65



215 South Cascade Street  
Fergus Falls, MN 56537

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT


☐ 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 \$ \_\_\_\_\_  
Energy Share donation \$ \_\_\_\_\_

12345678 1 002065957 19

FIRST AND LAST NAME  
1234 ELM ST E  
ANYWHERE ST 56537-0496



Total amount due  
November 14, 2022 \$20,659.57

Amount enclosed  
\$ \_\_\_\_\_

12345678-1 \$20,659.57





Fergus Falls, Minnesota

Sixth Revised Sheet No. 14 Cancelling Fifth Revised Sheet No. 14

(Continued)

**PAYMENT AND OTHER BILLING ACTIVITY**

Previous balance	\$17,265.10
Payment 09/25/22	(\$17,265.10)
Current billing amount	<u>\$20,659.57</u>
<b>TOTAL AMOUNT DUE</b>	<b>\$20,659.57</b>

**HOW WE CALCULATED YOUR BILL**

**1. Large General Service Primary - S602**

Meter 12345678	
10/15/22 Reading	91596
09/15/22 Reading	91273
Meter Multiplier	700
113,050 kWh @ .02187 Winter	\$2,472.40
113,050 kWh @ .02219 Summer	\$2,508.58
Customer Charge prorated	\$278.14
kVAR	429.800
Metered Demand	604.100
kW Reactive Demand	12
Billing Demand	616.100
Max Demand	845.400
Demand Charge	\$5,153.68
Facilities Charge	\$414.25
Energy Adjustment	
113,050 kWh @ .03055	\$3,453.68
113,050 kWh @ .02773	\$3,134.88
Energy Efficiency Adjustment	\$440.90
Transmission Cost Recovery	\$558.19
Phase-In Cost Recovery	\$1,149.53
Sales Tax	\$880.39
<b>Total Meter Charges</b>	<b>\$20,444.62</b>

**2. Dual Fuel CT Metering w/Penalty - S170P**

Meter 78787878	
10/15/22 Reading	15520
09/15/22 Reading	15508
Meter Multiplier	300
10/15/22 Penalty Reading	13520
09/15/22 Penalty Reading	13520
1,800 kWh @ .00999 Winter	\$17.98
1,800 kWh @ .01192 Summer	\$21.46
Customer Charge prorated	\$14.79
kVAR	0.000
Metered Demand	23.200
kW Reactive Demand	0
Billing Demand	23.200
Max Demand	25.000
Facilities Charge	\$12.50
Fuel and Purchased Power	
1,800 kWh @ .03154	\$56.77
1,800 kWh @ .02864	\$51.55
Energy Efficiency Adjustment	\$7.02
Transmission Cost Recovery	\$5.15
Phase-In Cost Recovery	\$18.47
Sales Tax	\$9.26
<b>Total Meter Charges</b>	<b>\$214.95</b>
<b>CURRENT BILLING AMOUNT</b>	<b>\$20,659.57</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:

\_\_\_\_\_

12345678-1

Customer Notices

## Fergus Falls, Minnesota

(Continued)

# NOTICE OF PROPOSED DISCONNECTION

Page 3 of 4 12345 6789 101112131415161718192021222324252627282930313233343536373839404142434445464748495051525354555657585960616263646566676869707172737475767778798081828384858687888990919293949596979899100

**Questions about your bill?**

Call: **800-257-4044** or  
**218-739-8877**

Write: PO Box 2002  
Fergus Falls, MN 56538-2002

Visit: [otpc.com](http://otpc.com)

**PAY ONLINE**

Scan the QR code or  
visit [otpc.com](http://otpc.com).

**PAY BY PHONE**

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

If you have questions or would like to discuss possible payment arrangements, call us at **1-800-257-4044** or **218-739-8877** between 8 a.m. and 5 p.m. Monday-Friday.

We encourage you to also reach out to the South Dakota Energy Assistance Program at 800-233-8503 to ask about their programs if you expect to have financial challenges for the foreseeable future.

Anyone with an unresolved dispute may request appeal and mediation from the South Dakota PUC, Capitol Bldg, 500 E. Capitol Ave., Pierre, SD 57501 or call 605-773-3201 or 1-800-332-1782.

**NOTICE OF PROPOSED DISCONNECT**

FIRST AND LAST NAME

**Address subject to disconnect**

1234 ANYWHERE ST  
ANYWHERE, ST 12345

**Account number** 12345678

**Disconnect date**

**Thursday, December 22, 2022**

**Disconnect amount** \$682.45

**Total amount due** \$1,776.26

**DISCONNECT NOTICE**

**ACT IMMEDIATELY TO AVOID DISCONNECT.**

Your account is past due and subject to disconnect after 10 a.m. on Thursday, December 22, 2022.

Please provide payment of \$682.45 online, by phone, or by mail to avoid disconnect.

If your electric service is disconnected, you're responsible for payment of the disconnect amount, current amount, usage up to the date of disconnect, and any reconnection charges. A security deposit may also be required.

*Please note, if you have a pending disconnect in effect, it may be acted upon prior to the stated disconnect date on this notice.*

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

215 S Cascade  
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

12345678 1 000177626 19

FIRST AND LAST NAME  
1234 ELM ST E  
ANYWHERE ST 56537-0496

243

**Disconnect amount due**  
**Thursday, December 22, 2022**  
**\$682.45**

**Total amount due**  
**\$1,776.26**

**Amount enclosed**

\$

12345678



Fergus Falls, Minnesota

Sixth Revised Sheet No. 16 Cancelling Fifth Revised Sheet No. 16

(Continued)

**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:

T



Fergus Falls, Minnesota

Third Revised Sheet No. 17 Cancelling Second Revised Sheet No. 17

(Continued)

## CUSTOMER DEPOSIT REFUND LETTER

June 29, 2018



MARY CUSTOMER  
1234 ELM ST W  
ANYTOWN, SD 57252

Account Number : 21824561  
Service Address: 1234 ELM ST W  
ANYTOWN, SD 57252

Dear MARY,

Our records indicate that you have met the requirements in accordance with the rules established by the Public Utility/Service Commission. Due to the requirements being met we're returning the following deposit:

Deposit number \_\_\_\_\_ Received on Mar 22, 2019 Amount \$0.00

We've credited the total amount of the deposit plus accrued interest to your account, which will appear on your next billing.

We appreciate the privilege of serving your electrical needs. If we can be of further assistance, please contact us at the phone number listed above.

Sincerely,

\_\_\_\_\_, Manager  
Manager Customer Service Center



Fergus Falls, Minnesota

Third Revised Sheet No. 18 Cancelling Second Revised Sheet No. 18

(Continued)

## CUSTOMER DEPOSIT RECEIPT

June 19, 2018



MARY CUSTOMER  
1234 ELM ST W  
ANYTOWN, SD 57252

Account Number : 21824561  
Service Address: 1234 ELM ST W  
ANYTOWN, SD 57252

Dear MARY,

This letter is to confirm receipt of a deposit made by MARY CUSTOMER in the amount of \$100.00 received in our office on May 3, 2018 for service at the above listed address.

The deposit plus interest will automatically be refunded after 12 consecutive months of prompt payment of all utility bills or after service is discontinued and final payment has been received.

If you have any questions, please contact us at the phone number listed above.

Sincerely,

, Manager  
Milbank Customer Service Center

As a deposit to secure payment of amounts due the company, this deposit shall earn interest in accordance with applicable laws and regulations per annum until service is discontinued or disconnected for non-payment of bills due to the company, but not thereafter, and will be repaid with interest to the depositor when the service is discontinued or disconnected for non-payment of bills due the company provided all obligations of the depositor to the company have been discharged; or will be applied to the liquidation of the account. This receipt is not transferrable.



(Continued)

## EVEN MONTHLY PAYMENT BROCHURE

Enroll today at  
**otpc.com/TryEMP**  
or call  
**800-257-4044 or 218-739-8877.**



## Even Monthly Payment

Help manage your  
energy costs with simple  
budget billing.



8/23



*Fourth Revised Sheet No. 20 Cancelling Third Revised Sheet No. 20*



## Make budgeting easier!

Our Even Monthly Payment (EMP) plan makes it easier to manage your budget. We'll average your electric bills from the past 12 months to project your monthly payments for the next year. Whether it's the biting cold of January or the searing heat of August, you'll pay the same amount each month.

We'll review your account twice a year and adjust your EMP amount if your electric use changes significantly. We'll also pay interest on your average daily credit balance. And if EMP doesn't work for you, you can return to conventional billing at any time.

**Sign up for EMP**  
Online or by mail



Complete and return this enrollment form to:  
Otter Tail Power Company  
PO Box 2002  
Fergus Falls, MN 56538-2002

Yes, I'd like to try Even Monthly Payment.  
I understand that I can return to conventional  
billing at any time if EMP doesn't work for  
me.

Otter Tail Power Company account number

\_\_\_\_\_

Name \_\_\_\_\_

Contact phone \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Combine EMP with Ready Check  
for added convenience and security.

☐ Send me information about Ready Check.



(Continued)

## READY CHECK BROCHURE

### For even more convenience, combine Ready Check with Even Monthly Payment

Our Even Monthly Payment (EMP) plan makes it easier to manage your budget. We'll average your electric bills from the past 12 months to project your monthly payments for the next year. Whether it's the biting cold of January or the searing heat of August, you'll pay the same amount each month.

We'll review your account twice a year and adjust your EMP amount if your electric use changes significantly. We'll also pay interest on your average daily credit balance. And if EMP doesn't work for you, you can return to conventional billing at any time.



## Ready Check

Save time for the  
things you love.

Automatically pay your electric  
bills from your bank account.

### Try our online services

Register online to find information about your bill, discover online bill payment options, view your energy use, update your contact information, and more.

[otpc.com](http://otpc.com)



8/23





Fergus Falls, Minnesota

Sixth Revised Sheet No. 22 Cancelling Fifth Revised Sheet No. 22

(Continued)

With Ready Check you authorize  
your bank to automatically pay  
your electric bill each month.



**By enrolling in Ready Check, you'll:**

- Avoid late or missed payments.
- Write fewer checks.
- Pick your preferred payment dates.
- Continue to receive bills by mail or online.

If Ready Check doesn't work for you,  
cancel the program at any time by  
contacting us.

**Note:** Please allow adequate processing  
time for set up. We'll note on your bill  
when Ready Check takes effect.

**Sign up for Ready Check**



SCAN ME

1. Complete the form online  
or below.
2. **ATTACH A VOIDED CHECK.**
3. Return to:  
Otter Tail Power Company  
PO Box 2002  
Fergus Falls, MN 56538-2002

I authorize my bank to draw against my bank  
account to pay my monthly electric service  
bills from Otter Tail Power Company.

I would like to make payments between the  
\_\_\_\_\_ and \_\_\_\_\_ days  
of the month. (Provide a ten-day window.)  
I understand payments will be aligned to my due date.

Otter Tail Power Company account number  
\_\_\_\_\_

Name \_\_\_\_\_

Contact phone \_\_\_\_\_

Email \_\_\_\_\_

Signature as shown in bank records:  
\_\_\_\_\_

Date \_\_\_\_\_

**Even Monthly Payment enrollment**

- ☐ Yes, enroll me in Even Monthly  
Payment too so my bill will be the  
same amount each month.  
(Details on back.)

If you have questions about  
Ready Check, call  
**800-257-4044 or 218-739-8877**  
or visit **otpco.com/ReadyCheck**.



(Continued)

**RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 1.06  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 1.06 RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 1.07  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 1.07 RESERVED FOR FUTURE USE**



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 1.08  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*First Revised Sheet No. 1 Cancelling Original Sheet No. 1*

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**Section 1.08 RESERVED FOR FUTURE USE**



## Section 1.09 CUSTOMER METER DATA PRIVACY

### **DEFINITIONS:**

**Authorization** is the written method approved by the Company by which a Customer consents to the Company's release of the Customer's Meter Data to a Third Party.

**Meter Data** refers to data collected by the Company from a Customer's Meter(s) that reflects the quantity, quality or timing of Customer's electric usage or electric production.

**Third Party** is an entity other than the Customer, the Company, or a Contracted Agent of the Company.

**Customer** means for purposes of this Section 1.09 the retail Customer of record as determined by the Company's business records and entities legally authorized to act on behalf of the Customer.

**Contracted Agent** is an entity contracted by the Company to support the Company's provision of regulated utility services.

### **COMPANY'S USE OF METER DATA:**

1. The Company collects, uses, and maintains Meter Data in the ordinary course of business.
2. The Company will comply with applicable law in the use, collection, maintenance and disclosure of Meter Data.
3. The Company will retain Meter Data for as long as is reasonably necessary to meet its business needs and regulatory and compliance obligations. The Company will retain for a reasonable period of time records related to the disclosure of Meter Data to Third Parties.

### **CUSTOMER ACCESS & AUTHORIZATION FOR RELEASE TO THIRD PARTIES:**

1. If requested, the Company will, in a reasonable period of time, provide Customers their own Meter Data in the amount and level of detail maintained by the Company in the ordinary course of business, subject to charges authorized by the Commission.



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 1.09  
**ELECTRIC RATE SCHEDULE**  
**Customer Meter Data Privacy**

*First Revised Sheet No. 2 Cancelling Original Sheet No. 2*

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2. Customers may authorize the Company to release their own Meter Data to Third Parties (“Third Party Designee”). The Company is not responsible for the Third Party Designee’s use of Meter Data.
3. Customers may withdraw or limit prior Authorization(s) in the manner prescribed by the Company.
4. The Company will terminate within a reasonable period of time the Company’s provision of future Meter Data to a Third Party Designee in the case of:
  - a. The Customer withdraws Authorization using the method prescribed by the Company.
  - b. As required by law.
  - c. The Customer’s electric service is terminated.

**DISCLOSURE OF METER DATA:**

1. General Standard – Customer Authorization Required. Except as otherwise described by this Section 1.09, the Company will keep confidential and not disclose Customer Meter Data to Third Parties without the Customer’s prior Authorization.
2. Exceptions to Customer Authorization. The Company may disclose a Customer’s Meter Data without Authorization or prior notice in the following cases:
  - a. The Company may provide Meter Data to its Contracted Agents. The Company will require any Contracted Agent having access to Customer Meter Data to hold such data in confidence consistent with Section 1.09.
  - b. As required or authorized by law, including responding to court orders, subpoenas, warrants, and legal claims.
  - c. As required to respond to emergencies posing an imminent threat to life or property.
  - d. In connection with referral of past due accounts for collection.
  - e. In connection with the transfer of electrical service rights from the Company to another utility and business transactions such as a sale of assets, a merger, acquisition by another entity, and change of control transactions (all of which generally require the review and approval of the Commission).
  - f. As necessary to operate the Company’s electric system or grid, including sharing data with Independent System Operators.
  - g. In connection with a Customer’s application to an energy assistance agency when the agency informs the Company it has secured the Customer’s Authorization for the release of Meter Data.
  - h. As otherwise authorized or approved by the Commission.



Fergus Falls, Minnesota

**AGGREGATED DATA:**

The Company may release aggregated Meter Data of multiple customers when the Company has deemed the level of aggregation sufficient to ensure Customer anonymity and to prevent the re-identification of Customers by the recipient of the aggregated Meter Data.

**NOTIFICATION OF UNAUTHORIZED METER DATA DISCLOSURES:**

The Company will comply with applicable law to timely notify affected Customers of the release of Meter Data in violation of this policy. Where there is no applicable law, the Company will use reasonable efforts and commercially practical methods to timely notify affected Customers of the breach of this policy.

**LIMITATION OF LIABILITY:**

The Company and each of its directors, officers, employees and agents that disclose Meter Data in accordance with this policy shall not be liable or responsible for any claims or losses or damages whatsoever resulting from such disclosure, including but not limited to the inappropriate use of such information or subsequent disclosure by the recipient or other parties.





Fergus Falls, Minnesota

## RATE APPLICATION

### SECTION 2.01 ASSISTING CUSTOMERS IN RATE SELECTION

The Company shall make its rate schedules available for public inspection in the Company's office(s), on the Company's website, and any other manner prescribed by the Commission. If expressly requested by a Customer eligible to receive service under more than one rate schedule, the Company will assist the customer in the selection of the rate schedule or schedules that, in the Company's judgement, will result in the lowest cost of projected consumption, based on twelve (12) months' service and on the information made known to the Company. In providing assistance, the Company does not guarantee that the Customer will at all times be served under the most favorable rate; nor will the Company assume responsibility for the Customer's rate schedule choice(s). The Company will not 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, except as required by South Dakota law.

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Fergus Falls, Minnesota

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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 on the service location and 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.

Pursuant to South Dakota Administrative Rules Chapter 20:10:26, master metering will not be permitted on any multi occupancy building, mobile home park or trailer court where construction began after June 13, 1980.

The prohibition against master metering shall not apply to hospitals; nursing homes; transient hotels and motels; dormitories; campgrounds; other Residential facilities of a purely transient nature; Residential duplexes where the owner occupies one of the two units; multiple occupancy buildings with central heating or cooling systems, central ventilating systems or central hot water systems provided the Customer has notified the Commission of the claimed exception and the Commission has not required the Customer to obtain a variance to its rules; mobile home courts or trailer parks or any multiple occupancy building where construction began before June 13, 1980; or any multiple occupancy building constructed, owned or operated with funds appropriated through the Department of Housing and Urban Development, or any other federal or state government agency if formal regulation of the funding agency requires master metering.

Existing multiple occupancy buildings with permitted master metering that are being substantially remodeled or renovated for continued use as such, will be permitted to continue to have master metering only if the owner can demonstrate to the satisfaction of the South Dakota Public Utilities Commission that conversion to individual metering would be impractical, uneconomical or infeasible. Each multiple dwelling building with permitted master metering that is served on the Residential Service Rate will be charged the applicable Monthly Minimum Customer Charge (as stated in the Residential Service rate schedule), plus usage charges calculated at the applicable block rate for usage, per dwelling unit, regardless of whether all the dwelling units are occupied or not.

On application by the Customer for master metering of service, the Company shall determine whether master metering is permissible. An owner or builder of a new or substantially remodeled building may, however, petition the Commission for a variance from its rules to



Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 2.02  
**ELECTRIC RATE SCHEDULE**  
**Service Classification**

*Second Revised Sheet No. 2 Cancelling First Revised Sheet No. 2*

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permit master metering of electric service, if application for master metering is denied by the Company. The Commission may grant the variance if the owner or builder demonstrates to the satisfaction of the Commission that converting to or using individual Meters is impractical or infeasible.

Where the owner, proprietor, operator, or his or her designee of a Commercial enterprise occupies living quarters in the same building as the Commercial enterprise, he or she may, at his or her option, have the electricity used in the living quarters separately metered and billed at the applicable Residential rate, or the electricity may be included in the central metering to the Commercial enterprise, in which case billing shall be at the applicable nonresidential rate.

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

Two or more families living either in the same farmhouse 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.

A residence located adjacent to a Farm, but not being a part of the Farm operation shall be considered simply as a residence in a rural area and shall be metered separately and billed at the proper applicable rate.

A Customer occupying Residential buildings, on a single Farm, for Residential and Farm purposes may have the Farm and Residential use measured by a single Meter and billed 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.



Fergus Falls, Minnesota

## **CURTAILMENT OR INTERRUPTION OF SERVICE**

### **Section 3.01 DISCONNECTION OF SERVICE**

The Company may disconnect service if the Customer is delinquent in payment for service, and fails to pay for service or enter into a satisfactory installment agreement with the Company for payment within fourteen (14) days of the Company giving the Customer written notice of the Company's intention to discontinue service on account of payment delinquency. Pursuant to South Dakota Administrative Rules 20:10:20:10, Residential Customers shall receive an additional 30 days notice of proposed disconnection during the period of November 1 through March 31.

The Company may discontinue service if the Customer fails to comply with the Company's regulations pertaining to installation and operation of utilization equipment, or for use of equipment which interferes with, or adversely affects, the service of other Customers, and fails to change or disconnect such equipment within ten (10) days of the Company giving the Customer written notice of such non-compliance.

The Company may discontinue service without notice if a Meter or other equipment installed by the Company has been tampered with, if there has been a diversion of service, or if the Customer is utilizing service before the electric service has passed through a Meter installed by the Company. The Company shall additionally be entitled to pursue such other remedies against the Customer for Meter tampering as are available under applicable laws and regulations.

The foregoing reasons for disconnection are not exclusive. The Company may disconnect service for any reason authorized by the Commission.

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In instances involving tampering with, bypass of load control capabilities, or rate compliance violations as determined by the Company, the Company shall have the right to immediately 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.

In case of Meter tampering or Energy diversion, the Customer will be subject to discontinuance of service and prosecution under existing applicable laws. Pursuant to South Dakota Codified Law 49-34-19, the Company will be entitled to collect from the Customer three times the amount of the actual damages plus all reasonable expense and costs incurred on account of the bypassing, tampering or unauthorized metering, including but not limited to, costs and expenses for investigation, disconnection, reconnection, service calls, employees and equipment, expert witness fees, costs of trial and reasonable attorney's fees as allowed by the court.



(Continued)

When a Customer who has tenants is including the cost of the Company's service in the rent charged and the Company's bill for service to the Customer becomes delinquent, the Company will before disconnecting service notify the tenants in writing at least ten (10) days prior to the proposed disconnection date. The Company will allow each tenant to apply to become the Customer of the Company in the tenant's own name, to have the service to the rental facility continued or resumed, and to pay the pro-rata share of future bills for service. Such tenant-Customer shall be considered the Customer of the Company for that service.

Any disconnection, suspension, delay or discontinuance of service will not relieve the Customer of the Customer's obligations to the Company.

A Customer shall give the Company not less than two business days prior notice to disconnect service.



## **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. 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 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.

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. If practicable Customers will be notified in advance of any work which will result in an interruption of service.

If a condition appears to be hazardous to the Customer, to other Customers, to the Company's equipment, or to the public, the Company may disconnect, suspend, delay, and/or discontinue service to any Customer.





Fergus Falls, Minnesota

*South Dakota P.U.C. Volume II*  
General Rules and Regulations – Section 3.03  
**ELECTRIC RATE SCHEDULE**  
**Reserved for Future Use**

*Second Revised Sheet No. 1 Cancelling First Revised Sheet No. 1*

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**Section 3.03 RESERVED FOR FUTURE USE**



## **Section 3.04 RESERVED FOR FUTURE USE**



## **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. When interruptions occur, the Company will reestablish service with the shortest possible delay consistent with the safety of Customers, employees and the general public.



## 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 electric service, a Customer provides an affidavit or wiring certificate 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 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 service 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 entrance 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 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 entrance requirements exceed 400 amp Single-phase or Three-phase, the Company will furnish the pre-wired metering, 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.

**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 Rating:** The Customer must furnish a Meter socket equipped with lever-style bypass rated at 200 amps or larger for self-contained 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 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.





## 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 nearly as practicable to 30-day intervals. When the Company is unable to gain access to a Meter, it shall leave a Meter Reading form for the Customer and an estimated bill will be rendered for that billing period. The Company may use an estimated reading for up to two months as arrangements are made for a Company representative to contact the Customer. The Company may move the Meter to a self-read status when necessary.

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**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 on forms provided by the Company. At a minimum, the Company will verify Meter Readings of self-read Meter Accounts at least once within a 12-month period, and when there is a change in occupancy of the premises.

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## Section 4.03 ESTIMATED BILLING

Pursuant to South Dakota Administrative Rules 20:10:17:11, 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. When necessary, the Company may render estimated bills without reading Meters or supplying Meter Reading forms to Customers.

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Estimated bills are based on the Customer's normal consumption for a corresponding period during the preceding year, or average consumption during the three preceding months, or any other method authorized by the South Dakota Public Utilities Commission. As provided in Section 4.02 of these General Rules and Regulations, only in unusual cases (such as inability to gain access to the Meter, failure of Customer to supply Meter Readings, or bad weather), when approval is obtained from the Customer shall more than three 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 is computed at a rate which contemplates the use of service during the entire period and the estimated bill is 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 and Meters are located where the Company has no resident service representative, or the resident service representative is unavailable, the Customer will have the option to choose to have final readings or energy consumption based on an estimate at the time the Customer requests that service be discontinued or an actual reading taken on the next available business day that the service representative can take a final Meter Reading. Estimates will be made on the basis of previous average usage. All estimated readings or energy consumption are clearly marked as such.

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Fergus Falls, Minnesota

## Section 4.04 METER TESTING AND METER FAILURE

The Company will maintain and test its metering equipment in accordance with the Rules of the South Dakota Public Utilities Commission. If a meter tested by the Commission or the Company is found to have an average error of two percent fast or more, the Company shall refund to the customer the overcharge. If a meter tested by the Commission or the Company is found to have an average error of two percent slow or more, the Company may charge for the electricity consumed but not included in previously rendered bills. The average error of a meter shall be defined as one-fifth the algebraic sum of:

- (1) One times the error at a light load; and
- (2) Four times the error at a heavy load

A refund or charge shall be calculated as accurately as possible from the date of the meter error. However, for a residential customer, a charge for a slow meter may not exceed one year. If the error date cannot be fixed with reasonable certainty, a refund or a charge is limited to one year consisting of the 12 months prior to the date the error discovered.

Only the customer served by the meter at the time of testing is eligible for a refund.

The Customer shall be advised of metering equipment failure, and of the basis for the estimated bill.

In accordance with South Dakota Administrative Rule 20:10:17:08 and this Section, if a Meter is found not to register or to register intermittently for any period, the Company may charge for an estimated amount of electricity used. The estimate shall be calculated by averaging the Energy usage registered over corresponding periods in previous years. In the absence of such information, similar periods of known accurate measurement preceding or subsequent to the period in question shall be used. For a residential customer, the charge may not exceed one year.

The Customer may request the Company to test the 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 (Meter error is plus or minus less than two percent). 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



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

Company representatives, when properly identified, shall have access to the Customer's premises at reasonable times for the purpose of reading Meters, making repairs, making inspections, removing the Company's property or for any other purpose incident to the service.

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.



## **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 .



## Section 4.07 MONTHLY BILLING PERIOD AND PRORATED BILLS

The Company will attempt to read Meters as nearly as practicable to every 30 days. A period of 365 days divided by 12 months [30.41667] shall be considered a normal monthly billing period. 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 the 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 charge, 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.





Fergus Falls, Minnesota

## **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 the portion of the statement that the Customer retains.

If a Governmental Unit collects or receives any payment or payments from the Company for or by reason of using the Governmental Unit'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 Governmental Unit, bills for electric service in that Governmental Unit 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 the Governmental Unit 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.



Fergus Falls, Minnesota

## SECTION 4.09 BILLING ADJUSTMENTS

### General:

If a Meter or billing error results from 1) an incorrect reading of the Meter; 2) an incorrect application of a rate schedule; 3) an incorrect connection of the Meter; 4) an application of an incorrect multiplier or constant; or 5) other similar errors affecting billings as described in South Dakota Administrative Rules 20:10:17:09, the overcharge shall be refunded to the Customer or the undercharge may be billed to the Customer, consistent with the South Dakota Administrative Rules, these General Rules and Regulations, and the Company's applicable rate schedule(s).

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A refund or charge shall be calculated as accurately as possible from the date of the error. However, for a residential customer, a charge for a slow meter may not exceed one year

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If the error date cannot be fixed with reasonable certainty, a refund or a charge is limited to one year consisting of the 12 months prior to the date the error is discovered.

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### Billing Format:

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



Fergus Falls, Minnesota

## Section 4.10 PAYMENT POLICY

The payment period shall not be less than 20 days and a late payment charge will not be imposed if payment is made prior to the next regular scheduled billing date. The next billing date is typically not less than 25 days from the current billing date, with the exception of a prorated bill. The billing date is no more than three working days before the date of the Company's mailing of a bill.

A Customer with at least 12 on-time, consecutive payments of regular bills prior to a delinquency 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 prior 12 consecutive months, a late payment charge will apply on any delinquent Account with an unpaid balance that is greater than \$5.00.

The late payment charge per monthly billing period is 1.5% per month (18% per year), plus a \$2.00 collection charge. For a Customer who has been delinquent once or more during the prior 12 consecutive months, a notice of possible late payment charge will be stated on the Customer's next bill, and if payment is then delinquent, 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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The delinquent amount for Accounts on the 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.

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A \$15.00 charge will be assessed due to payments not honored by the Customer's financial institution.

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



Fergus Falls, Minnesota

## **Section 4.11 EVEN MONTHLY PAYMENT (EMP) PLAN**

Customers, at their request, may be billed under the Company's 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 Even Monthly Payment.

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.

Billing for the seventh and twelfth month of EMP program 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. The rate used to calculate monthly interest on any accrued EMP credit balance shall be the same rate for all Customers participating in the EMP plan.

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 the 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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Fergus Falls, Minnesota

## **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 the 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 the 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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## **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 per request (whether associated with one or more Accounts), not to exceed \$100.00 per request set.





## **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.



## STANDARD INSTALLATION AND EXTENSION RULES

### 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 the 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.



*(Continued)*

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 in Section 3.01, 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.



Fergus Falls, Minnesota

## **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 systems 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 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



(Continued)

Distribution Facilities necessary to provide service. The Customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company.

The Company will extend its facilities, 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). 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.

When underground facilities are installed, such work will be subject to a Winter construction charge when Winter conditions exist where snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground 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.



Fergus Falls, Minnesota

*Second Revised Sheet No. 3 Cancelling First Revised Sheet No. 3*

*(Continued)*

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*Second Revised Sheet No. 4 Cancelling First Revised Sheet No. 4*

*(Continued)*

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Fergus Falls, Minnesota

*Second Revised Sheet No. 5 Cancelling First Revised Sheet No. 5*

*(Continued)*

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Fergus Falls, Minnesota

## **Section 5.03 FACILITIES, DEFINITIONS, INSTALLATIONS, AND PAYMENTS**

"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 all 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 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.



**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

Fergus Falls, Minnesota

*First Revised Sheet No. 2 Cancelling Original Sheet No. 2*

*(Continued)*

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, 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 that the Excess Expenditures be recovered by surcharge.



Fergus Falls, Minnesota

**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

*First Revised Sheet No. 3 Cancelling Original Sheet No. 3*

(Continued)

*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 by permit in the public right-of-way to the extent necessary to avoid interference and not merely for the convenience for the local Governmental 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; 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 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:

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 the Company may efficiently plan and install such facilities.



**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

Fergus Falls, Minnesota

First Revised Sheet No. 4 Cancelling Original Sheet No. 4

(Continued)

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 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



**ELECTRIC RATE SCHEDULE**  
**Facilities, Definitions, Installations, and Payments**

Fergus Falls, Minnesota

*First Revised Sheet No. 5 Cancelling Original Sheet No. 5*

*(Continued)*

installation, operation and maintenance, and payment for the Special Facilities.

Payments required will be made on a nonrefundable 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.



## **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 applicable rate schedule(s) under which the Customer is taking service, 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.

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 South Dakota Public Utilities Commission Administrative Rule 20:10:19:08. 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.





**ELECTRIC RATE SCHEDULE**  
**Extension Rules and Minimum Revenue Guarantee**

Fergus Falls, Minnesota

*Second Revised Sheet No. 2 Cancelling First Revised Sheet No. 2*

*(Continued)*

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## **Section 5.05 TEMPORARY SERVICE**

Pursuant to South Dakota Administrative Rules 20:10:18:01, the Company may require the Customer to make an advance deposit sufficient to cover the estimated costs of installing and removing temporary service. Customers taking temporary service shall pay the regular rates applicable to the class or classes of service rendered. In addition, the Company may require the Customer to pay the installation and removal cost, less salvage value, of facilities installed by the Company to furnish temporary service to the Customer.



Fergus Falls, Minnesota

*Second Revised Sheet No. 2 Cancelling First Revised Sheet No. 2*

*(Continued)*

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## USE OF SERVICE RULES

### Section 6.01 CUSTOMER EQUIPMENT

The Company may require the Customer make changes to the Customer's equipment or system(s) at the Customer's expense, or pay the costs of the Company's installation of non-standard Distribution Facilities, where the Company reasonably determines that such changes or non-standard 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.



Fergus Falls, Minnesota

## **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 may 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.



## **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 the Customer's defaults be deemed a waiver of any other or subsequent defaults.



## **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 South Dakota Laws and South Dakota Administrative Rules.





Fergus Falls, Minnesota

## 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 within the Company's service territory.

**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. Customer's Demand as used by 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 South Dakota Public Utilities Commission.)

**Company** – Otter Tail Power Company, a Minnesota corporation, or the Utility, a regulated power company providing electricity to Customers in Minnesota, North Dakota and South Dakota.

**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.



Fergus Falls, Minnesota

Third Revised Sheet No. 2 Cancelling Second Revised Sheet No. 2

(Continued)

**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 Customer billings reflecting the actual Energy used over the billing period.

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

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

**Farm** – A Customer classification where ordinary farming operations of a Commercial scale are conducted from which Customer derives income.

**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 Kilowatts. A watt = volts times amps times power factor. One watt = 1/746 Horsepower and a Kilowatt = 1,000 watts or 1.34 Horsepower.



Fergus Falls, Minnesota

Third Revised Sheet No. 3 Cancelling Second Revised Sheet No. 3

(Continued)

**Kilowatt-Hour (kWh)** – A Kilowatt-Hour 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 your bill is determined by your energy consumption. For example, if you used a 100-watt light bulb 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 Multiplier** – A meter multiplier is needed for billing Energy and Demand when the actual amount of Energy and Demand used is too large to be registered. Therefore the Meter displays only a fraction of the actual Energy and Demand used. A Multiplier is then applied to the difference between the present and previous reads to determine the Customer's actual Energy and Demand use. Residential service applications typically have a Multiplier of 1. Some Commercial type applications may have a Multiplier greater than one in order to properly measure the Customer's actual Energy and Demand use.

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

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

**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 Customers at all times, taking into account scheduled and unscheduled outages



Fergus Falls, Minnesota

Second Revised Sheet No. 4 Cancelling First Sheet No. 4

(Continued)

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.

L	<b>Space Conditioning Loads</b> –	L
L	Electrical processes used to	L
L	condition air or water, such as	L
L	heating, cooling, dehumidifying, or	L
L	humidifying.	L

**Residential** – An Energy consumer consisting of a single private household, but not necessarily a single-family dwelling.

L	<b>Special Facilities</b> - Company	L
L	provided facilities as defined in	L
L	Section 5.03 of these General Rules	L
L	and Regulations.	L

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

L	<b>Standard Facilities</b> – Company	L
L	provided facilities as defined in	L
L	Section 5.03 of these General Rules	L
L	and Regulations.	L

**Self-Contained Metering** – A watt-hour Meter that has sufficient current-carrying Capacity to meet the specific Demand for which it is designed without the need for a current transformer. Used to measure current up to 400 amperes.

L	<b>Summer Season or Summer</b> – The	L
L	period of time beginning June 1 and	L
L	ending September 30.	L

L	<b>System Marginal Energy Price</b> –	L
L	The Company's hourly system	L
L	Incremental Energy cost plus	L
L	applicable losses, transmission, and	L
L	a profit margin.	L

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

**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.

**South Dakota Public Utilities Commission (SD PUC)** – The regulating entity operated by the State of South Dakota that oversees the operations of investor-owned electric utilities such as Otter Tail Power Company.

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



Fergus Falls, Minnesota

Original Sheet No.5

(Continued)

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

**Transmission Facilities** – Company-provided facilities as defined in Section 5.02 of these General Rules and Regulations. L  
L  
L  
L

**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. L  
L  
L  
L  
L  
L

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



## Section 8.02 DEFINITION OF SYMBOLS

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

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