STANDBY SERVICE RIDER

Section No. 5

R

1st Revised Sheet No. 101

AVAILABILITY

Available to any non-residential customer who has an alternative source of electric energy supply which normally serves all or a portion of the customer's electrical load requirements and who desires use of the Company's electric service for temporary backup or maintenance power. Under this service the Company will provide a permanent service connection to supply the customer's contracted load in accordance with the provisions in the General Rules and Regulations, Section 2.4.

RESERVATION FEES

	Firm Standby		
	Unscheduled Maintenance	Scheduled Maintenance	Non-Firm Standby
Customer Charge per Month	\$17.36	\$17.36	\$17.36
Demand Charge per Month per kW			
of Contracted Standby Capacity			
Secondary Voltage Service	\$3.25	\$3.15	\$2.35
Primary Voltage Service	\$2.30	\$2.20	\$1.40
Transmission Transformed Voltage Service	\$1.50	\$1.40	\$0.60
Transmission Voltage Service	\$0.90	\$0.80	\$0.00
Annual Allowed Grace Period of Unscheduled Use of Standby Service for Exemption from Demand Usage	964	964	0
Rates (Hours per kW of Contracted Standby Capacity)			

USAGE RATES

<u>Demand Charge per Month per kW of Standby Capacity Used.</u> Capacity actually used under this Rider will be charged at the same demand rate as contained in the base tariff to which this Rider is attached.

<u>Energy Charge per kWh of Standby Energy Used.</u> Energy actually used under this Rider will be charged at the same energy rate as contained in the base tariff to which this Rider is attached.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Fuel Clause Rider and in the Conservation Improvement Program Adjustment Rider.

(Continued on Sheet No. 5-102)

Date Filed: 07-13-01 By: Kent T. Larson Effective Date: 10-01-01

State Vice President, Minnesota

Docket No. E002/M-01-1087 Order Date: 09-14-01

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SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

DETERMINATION OF DEMAND

For billing purposes, the customer demand for this Standby Service Rider will be determined separately from the billing demand determined under the tariff to which this Rider applies. For purposes of applying the Reservation Fee, the demand will be the quantity specified in the customer's Electric Service Agreement as the maximum amount of Standby Service the Company is obligated to supply. This quantity may be different between the summer and winter seasons. For applying the Usage Rate, the demand will be the smaller of the following two amounts: (1) the amount of the Standby capacity contracted for by the customer minus the actual demand supplied by the customer's own generating facilities, but not less than zero, or (2) the amount of actual capacity supplied by the Company. This amount of used Standby service demand will be determined independent of and will have no effect on the billing demand of the customer under their base tariff including any demand ratchet provisions of that base tariff.

TERMS AND CONDITIONS OF SERVICE

- Standby Service Rider is applicable to any non-residential customer who requires 40 kW or more of Standby capacity from the Company. Standby Service may not be used by a customer to serve controllable demand that is subject to interruption as determined by the Company under the Company's controllable service schedules, however, customer will always be permitted to implement demand side load reductions or use alternative generation capacity when necessary, due to full or partial outage of the customer's generator, instead of using Standby Service from the Company.
- Customer will execute an Electric Service Agreement with the Company which will specify:
 - a. Type of Standby Service elected by the customer and the base tariff that this Rider is attached to and under which demand and energy rates will be selected during months Standby power is used.
 - b. The total Standby capacity requirements for which Company will be providing Standby power and to which the Standby Service reservation fee applies as well as the expected level of firm service the customer will take, even if that level is zero.

(Continued on Sheet No. 5-103)

Date Filed: 06-12-01 By: Kent T. Larson Effective Date: 07-29-02

State Vice President - Minnesota & Dakotas

Docket No. E,G002/M-01-937 Order Date: 07-29-02

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Section No.

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Original Sheet No.

103 5-28.1 &

Relocated from MPUC No. 1 Sheet No.

5-28.2

TERMS AND CONDITIONS OF SERVICE (Continued)

- The Company's meter will be ratcheted to measure the flow of power and energy from Company to customer only.
- Company will not be obligated to supply Standby Service to back-up a customer's generator at a level in excess of the Standby capacity for which customer has contracted. This restriction in no way limits the amount of load for which a customer may require service from the Company under the base tariff to which this Rider is attached.
- Customer will be liable for all damages allowed by law to the extent caused by customer's use of Standby power in excess of contracted Standby capacity.
- Company will require customer to contract for additional Standby and Supplemental capacity if the customer exceeds the contract amount in any three of the preceding 12 months.
- Customer will annually furnish documentation to Company confirming the maximum capacity and reliability of the power source for which customer requires Standby Service. The Company and the customer will review the actual output and performance of the power source relative to the capacity nominated for Standby Service in the Electric Service Agreement. If this review shows a significant and consistent shortfall between the power source's actual performance and the nominated capacity due to factors reasonably within the customer's control, the Company will notify the customer of its intent to refuse to provide Standby Service. Upon receipt of such notice, the customer may agree to reduce the Standby Service nomination in its Electric Service Agreement or to take such action as necessary to operate the power source at or reasonably near the nominated Standby Service capacity. If the customer's power source does not operate at or reasonably near that level during the 12 months immediately following the Company's notice, the Company may refuse to provide Standby Service until such time as the customer agrees to reduce its Standby Service nomination or provide the Company with documentation demonstrating the power source's actual performance at or reasonably near the nominated Standby Service capacity for a trial period of three consecutive months.
- 8. Customer will remain on Standby Service for a period of not less than 12 months.

(Continued on Sheet No. 5-104)

Date Filed: 06-30-97 02-03-98 By: James M. Ashley Effective Date:

General Manager, Marketing and Sales

Order Date: 02-03-98 Docket No. E,G002/M-97-985



Section No. 5

Original Sheet No.

104

Relocated from MPUC No. 1 Sheet No.

5-28.2 & 5-28.3

TERMS AND CONDITIONS OF SERVICE (Continued)

- Customer will be allowed annually a grace period as specified above for use of unscheduled Standby Service without incurring additional demand charges for use of Standby Service. Use of this grace period will be measured in terms of Standby energy used by customer with the maximum amount of grace energy being the hours specified above times the contracted Standby capacity. After the grace period has been exhausted and customer uses unscheduled Standby Service, the customer shall pay the Usage Rates instead of the Reservation Fees as listed above. In a billing month, when customer uses Standby Service, the base tariff billing demand and the Standby Service billing demand will be determined individually. The base tariff billing demand will be the greatest 15 minute load determined after separating Standby Service usage from the total metered demands. The time of this determined greatest 15 minute demand may or may not be at the same time when Standby Service is used. Billed demand charges for usage of Standby Service will be in addition to the billed demand charges for the base tariff as just described.
- Notwithstanding the grace period noted in Section 9 above, in the event customer requires unscheduled Standby Service at the times of Company's system peak hours in which the Company would have insufficient accredited capacity under the Mid-Continent Area Power Pool (MAPP) Agreement, if not for additional capacity purchases, and the Company incurs additional capacity costs as a result of such unscheduled Standby Service, customer shall pay peak demand charges for the month in which such unscheduled Standby Service occurs and for each of the five succeeding months instead of the above listed demand charges, or the demand charges under Section 9 above. Such peak demand charges shall be based upon the following:
 - If customer has notified Company of an unscheduled outage at least three hours prior to Company's system peak hour, such peak demand charges shall be based on one-sixth of any additional capacity costs incurred by the Company as a result of the unscheduled outage. Such additional capacity costs shall not include any MAPP after-the-fact capacity purchase costs incurred by the Company.
 - If customer has not notified the Company of any unscheduled outage at least three hours prior to the Company's system peak hour, such peak demand charges shall be based on one-sixth of any additional capacity costs or MAPP after-the-fact purchase costs incurred by the Company as a result of the unscheduled outage. The demand for billing purposes for the succeeding five months shall be equal to the demand placed on the system during the time of the Company's system peak hour.

(Continued on Sheet No. 5-105)

Date Filed: 06-30-97 Effective Date: 02-03-98 By: James M. Ashley

General Manager, Marketing and Sales

Docket No. Order Date: 02-03-98 E,G002/M-97-985



Section No.

5

Original Sheet No.

105

Relocated from MPUC No. 1 Sheet No.

TERMS AND CONDITIONS OF SERVICE (Continued)

- 11. In the event any portion of the capacity associated with the additional capacity costs or MAPP after-thefact purchase costs incurred by the Company and attributable to the customer under Section 10 above are subsequently used to satisfy the Company's MAPP requirements for the Company's customers, the peak demand charges under Section 10 shall be discounted with respect to that portion subsequently used by the Company's customers.
- 12. The Company shall provide notice to the Standby customers when peak load conditions are expected to occur through the same means that the Company notifies interruptible customers of the potential interruption.
- 13. Company will install and charge customer for the metering necessary, as determined by the Company, to allow for proper billing of the separate base tariff and Standby Rider demands and grace period identified above. Customer shall reimburse the Company for the costs of installing, operating, and maintaining these meters and any other facilities required to serve the customer's Standby load. Such required additional equipment shall include the metering equipment used to measure the electrical output of the customers' alternative source of electric energy supply. In particular, the Company will install a meter that measures the flow of power and energy from the customer's own generating facility. If, as a result of the customer's construction and installation of their generating facility, it is more practical or economical for the customer to install some or all of the metering equipment required, the customer may be permitted to do so subject to Company's approval of an installation plan for such equipment.

(Continued on Sheet No. 5-106)

Date Filed: 06-30-97 Effective Date: 02-03-98 By: James M. Ashley

General Manager, Marketing and Sales

Docket No. E,G002/M-97-985 Order Date: 02-03-98

Section No. 5 1st Revised Sheet No. 106

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ADDITIONAL TERMS AND CONDITIONS OF SERVICE WITH FIRM STANDBY SCHEDULED MAINTENANCE

- 1. Scheduled maintenance rates are available to Standby Service customers who agree to schedule maintenance of their power source during qualifying scheduled maintenance periods.
- 2. Qualifying Scheduled Maintenance Periods

<u>Customers With 40 kW to 10,000 kW of Contracted Standby Capacity.</u> Maintenance must occur within the calendar months of April, May, October, and November. Customer must provide Company with written notice of scheduled maintenance prior to the beginning of the maintenance period.

<u>Customers With Greater Than 10,000 kW of Contracted Standby Capacity.</u> Maintenance must occur at a time period mutually agreed to by Company and customer. These time periods will normally not include those times when Company expects system seasonal peak load conditions to occur, and at those times when Company is required to use oil-fired generation equipment or to purchase power that results in equivalent production costs. Customer shall provide an annual projection of scheduled maintenance to the Company. Customer shall be allowed changes or additions to this projection upon notice to the Company based on the following schedule:

Outage LengthRequired NoticeLess than 48 hours24 hours2 days to 30 days7 daysOver 30 days90 days

- 3. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12 month period.
- 4. An additional charge shall apply if customer does not comply with all terms and conditions for qualifying scheduled maintenance periods. The additional charge shall be determined by calculating the additional charges which would have applied if customer were billed on the Unscheduled Maintenance Option for the period extending back to the customer's last scheduled maintenance period.
- General Service or General Time of Day Service demand charges shall not apply to use during qualifying scheduled maintenance periods. Further, qualifying scheduled maintenance period time and energy will not count against the grace period.

(Continued on Sheet No. 5-107)

Date Filed: 06-12-01 By: Kent T. Larson Effective Date: 07-29-02

State Vice President – Minnesota & Dakotas

Docket No. E,G002/M-01-937 Order Date: 07-29-02



Section No. 5

107

Original Sheet No.

Relocated from MPUC No. 1 Sheet No.

ADDITIONAL TERMS AND CONDITIONS OF SERVICE FOR NON-FIRM STANDBY OPTION

- Non-firm standby rates are available to customers who agree to use Standby Service only by prearrangement with the Company.
- Company makes no guarantee that Standby Service will be available to Non-Firm Standby Service customers; however, the Company will make reasonable efforts to provide Standby Service whenever possible.
- Customer must request use of Standby Service and receive approval from the Company prior to actually 3. using Standby Service.
- Use of Standby Service without prior approval by the Company shall subject the Non-Firm Standby Service customer to the following:
 - General Service or General Time of Day Service monthly demand charges for the unapproved Standby Service used in a given month, plus
 - Firm Standby Service unscheduled maintenance option reservation fees for six months prior to the month in which unapproved use of Standby Service occurred.
- 5. If unapproved use of Standby Service occurs twice in any 12 month period, the Company reserves the right to convert the Non-Firm Standby Service customer to Firm Standby Service.
- Non-Firm Standby Service customers will remain on Non-Firm Standby Service for a period of not less than five years which includes a one year trial period.

Date Filed: 06-30-97 Effective Date: 02-03-98 By: James M. Ashley

General Manager, Marketing and Sales

Docket No. E,G002/M-97-985 Order Date: 02-03-98