

EL99-001



EL 99-001

**BLACK HILLS POWER AND LIGHT COMPANY**

P.O. BOX 1400

409 DEADWOOD AVENUE

RAPID CITY, SOUTH DAKOTA 57709

<http://www.blackhillscorp.com>

JIM KECK  
ENERGY SERVICES ENGINEER

TELEPHONE  
(605) 342-3200  
FAX: (605) 342-0945

January 14, 1999

**RECEIVED**

JAN 14 1999

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Mr. William Bullard, Jr.  
Executive Director  
South Dakota Public Utilities Commission  
500 E. Capitol  
Pierre, SD 57501

Subject: General Service Large - Combined Account Billing Filing

Dear Mr. Bullard:

Enclosed is a copy of Black Hills Power and Light Company's proposed General Service Large - Combined Account Billing (GLC) rate schedule. We are filing this optional rate schedule in order to accommodate certain customer requests for aggregate billing service.

PROPOSAL

Black Hills is proposing to offer "Combined Account Billing" to single customers in South Dakota who have multiple accounts at multiple service locations that are currently billed on Black Hills' General Service Large rate tariff. Initially, Black Hills will combine the customer's energy use (kWh), reactive energy use (kVARh), and peak demand (kW) for each service and calculate the monthly electric bill on the GS Large rate using the combined capacity and energy use totals.

Within a period of five (5) years, upon mutual agreement between the customer and Black Hills, Black Hills will install metering equipment that will allow the combined accounts to be billed on a coincident demand and billing basis. The customer must agree to provide a dedicated phone circuit, at their cost, at each metering location in order for Black Hills to acquire the interval load data.

Customers electing the GLC rate schedule will be required to sign a new Electric Power Service Contract. The new contract includes language in the "terms" section that, should the electric utility industry become deregulated, allows the customer the option to solicit proposals for electricity from alternative energy suppliers. Black Hills would retain, for five years into deregulation, the option to meet the terms and conditions of any alternative energy supplier's bona fide proposal.

## IMPACT & PROCESS

We have identified twenty-two (22) corporate owners with a combined total of ninety-eight (98) separate accounts that will qualify for the optional GLC service. The estimated one-time cost of installing interval load data meters is \$120,000. The customers, as part of the rate tariff, will pay a "Combined Account" service charge of \$50 per account each month in recognition of the additional costs of metering and billing the combined accounts.

We expect to present this option to the twenty-two corporate accounts within six months of the approval of the rate tariff.

My request is that the South Dakota Public Utilities Commission approve Black Hills' optional General Service Large (Combined Account Billing) rate tariff.

If you have any questions, please give me a call.

Sincerely,



Jim Keck  
Energy Services Engineer

xc: Ev Hoyt, President & Chief Operating Officer  
Kyle White, VP Marketing and Regulatory Affairs

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 33

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 1 of 3

AVAILABLE

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

APPLICABLE

To any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh), and peak demand (kW), for each service will be added together and the combined totals will be used in calculating the Single Customer's electric bill. This schedule is not applicable for temporary, standby, supplementary, emergency, resale, or shared service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, at a single standard utilization voltage most available at each service location of the customer.

NET MONTHLY BILL

Rate

Service Charge

\$50.00 per service location

Capacity Charge

\$900.00 for the first 125 kVA or less of Billing Capacity

\$5.75 for each additional kVA of Billing Capacity

Energy Charge

4.37¢ per kWh for the first 50,000 kWh

4.27¢ per kWh for the next 450,000 kWh

3.99¢ per kWh for each additional kWh

Minimum

The Service Charge plus the Capacity Charge.

DATE FILED: January 14, 1999

EFFECTIVE DATE:

ISSUED BY:

  
Don Martinez

Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 34

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 2 of 3

BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

- a. The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum use during the metering period determined by dividing the combined maximum capacity in kilowatts (kW) by the power factor.
- b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months. Billing Capacity ratchets will not apply to educational facilities, in the nature of school districts, which do not operate year-round.

The power factor is defined to be the quotient obtained by dividing the combined kilowatt-hours used during the metering period by the square root of the sum of the squares of the combined kilowatt-hours used and the combined lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1½% on the current unpaid balance shall apply to delinquent accounts. A non-sufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service providing, ten days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge will apply.

CONTRACT TERMS

The Contract shall continue as long as the Company has the exclusive legal right to serve the customer. At such time as the customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the customer may request that the Company meet the terms of a bona fide offer from any alternative energy supplier. The Company's right hereunder to meet the terms of any bona fide offer from an alternative energy supplier shall extend for five years after Customer Choice has been implemented.

DATE FILED: January 14, 1999

EFFECTIVE DATE:

ISSUED BY:

  
\_\_\_\_\_  
Don Martinez  
Energy Services Engineer

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 35

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 3 of 3

TERMS AND CONDITIONS

1. Service provided hereunder shall be on a continuous basis. If service is discontinued and then resumed within twelve months after service was first discontinued, the customer shall pay all charges that would have been billed if service had not been discontinued.
2. Service will be rendered under the Company's General Rules and Regulations.
3. Upon mutual agreement between Customer and Company, Company agrees to install metering equipment within five (5) years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the customer must first agree to provide a dedicated telephone circuit, at their cost, at the metering location for each account so that the Company may access the 15 minute interval load data.
4. Additional accounts may be added to the combined bill through an Amendment to Exhibit A of the Electric Power Service Contract as long as they meet the applicable criteria.
5. Metering periods shall be approximately 30 days and are expected to be different periods for geographically dispersed service locations. Once coincident demand and energy billing is implemented, the metering periods for each service location shall be identical.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the applicable proportionate part of any impost, assessment or charge imposed or levied by any governmental authority as a result of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold, and/or the volume of energy generated and sold.

DATE FILED: January 14, 1999

EFFECTIVE DATE:

ISSUED BY:

  
Don Martinez

Energy Services Engineer

**South Dakota Public Utilities Commission**

**WEEKLY FILINGS**

**For the Period of January 14, 1999 through January 20, 1999**

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705. Fax: 605-773-3809.

**ELECTRIC**

**EL99-001** In the Matter of the Filing by Black Hills Power and Light Company for Approval of New General Service Large - Optional Combined Account Billing Rate Schedule.

On January 14, 1999, Black Hills Power and Light Company (BHP&L) filed an optional General Service Large (Combined Account Billing) rate tariff. BHP&L proposes to offer this optional billing to single customers in South Dakota who have multiple accounts at multiple service locations that are currently billed on BHP&L's General Service Large rate tariff. Initially, BHP&L will combine the customer's energy use, reactive energy use, and peak demand for each service and calculate the monthly electric bill on the General Service Large rate using the combined capacity and energy use totals. Metering equipment will be installed within 5 years, upon agreement between BHP&L and the customer, which will allow combined accounts to be billed on a coincident demand and billing basis upon certain requirements being met by the customer. Customers using this rate will be required to sign a new contract with BHP&L which address a potentially deregulated market.

Staff Attorney: Camron Hoseck  
Staff Analyst: Martin Bettmann  
Date Filed: 01/14/99  
Intervention Deadline: 02/05/99

**TELECOMMUNICATIONS**

**TC99-006** In the Matter of the Application of OneStar Long Distance, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

OneStar Long Distance, Inc. is a reseller which intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card and prepaid calling card services through the resale of telephone services provided by facilities-based interexchange carriers.

Staff Attorney: Camron Hoseck  
Staff Analyst: Harlan Best  
Date Filed: 01/19/99  
Intervention Deadline: 02/05/99

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You may subscribe to the PUC mailing list at <http://www.state.sd.us/puc/>

CONFIDENTIAL

# [ ]

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<http://www.blackhillscorp.com>

JIM KECK

ENERGY SERVICES ENGINEER

TELEPHONE

(605) 342-3200

FAX: (605) 342-0945

March 4, 1999

Mr. Camron Hoseck  
Staff Attorney  
SD Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070

Subject: General Service Large - Combined Account Billing  
Docket EL99-001  
SAMPLE FORM FILING

RECEIVED  
MAR 05 1999  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Dear Mr. Hoseck:

Enclosed is the sample form filing for the Electric Power Service - Combined Account Billing Contract associated with the General Service Large - Optional Combined Account Billing tariff proposed in Docket EL99-001. Along with the sample contract form are Section 1's revised Table of Contents and Section 6's revised Table of Contents.

If you have any questions, please let me know. I look forward to our meeting on Tuesday.

Sincerely,



Jim Keck

cc: Mr. Martin Bettmann  
Mr. John Nooney

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
ORIGINAL SHEET NO. 27

ELECTRIC POWER SERVICE CONTRACT  
COMBINED ACCOUNT BILLING  
State Of South Dakota

Contract Number \_\_\_\_\_  
Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY, (hereinafter referred to as "Company"), and \_\_\_\_\_, (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

1. Electric Power Supply. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its multiple service locations described in Exhibit "A". Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at the nominal voltages listed in Exhibit "A".
2. Company Facilities. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arresters, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the points of delivery as described in Exhibit "A". Such facilities of Company shall be of sufficient capacity to satisfy an electric power demand by Customer at each service location as listed in Exhibit "A". Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and an adjustment in Contract Demand shall be made accordingly.
3. Combined Account Billing. Customer has elected the "Combined Account Billing" option of the General Service Large rate schedule. The Combined Account Billing option applies to any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh) and peak demand (kW), for each service, will be added together and the combined totals will be used in calculating the Single Customer's electric bill. Single Customer agrees to pay a "Combined Account" service charge, as defined in the GLC rate tariff, each month to cover the administration, billing and metering of the account.
4. Coincident Demand and Energy Billing. Upon mutual agreement between Customer and Company, Company agrees to install metering equipment, within \_\_\_\_\_ years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the Customer must first agree to provide, at Customer's expense, a dedicated telephone circuit at the metering location for each service location and separate account so that Company may access 15 minute interval load data.
5. Customer Facilities. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.

DATE FILED: March 4, 1999

EFFECTIVE DATE:

ISSUED BY:

*Donald J. Martinez*

Donald J. Martinez  
Energy Services Engineer

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

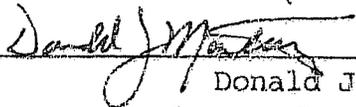
BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTASECTION NO. 6  
ORIGINAL SHEET NO. 28

6. Right Of Way. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
7. Terms. The effective date of this Agreement shall be \_\_\_\_\_, \_\_\_\_\_, and shall continue as long as the Company has the exclusive legal right to serve the customer. At such time as the Customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the Customer may request that the Company meet the terms of a Bona Fide Offer, as defined below, from any alternative energy supplier. In order to qualify as a Bona Fide Offer, the initial term must be at least \_\_\_\_\_ months. Customer shall provide Company its request for proposal at least \_\_\_\_\_ weeks prior to the deadline for receiving bids for electric power from alternative energy suppliers. Upon Customer's selection of the bid winner ("Bona Fide Offer"), Customer shall supply to Company the terms and conditions of the Bona Fide Offer and other information which may be pertinent to Company's evaluation of the Bona Fide Offer. Upon personally confirmed receipt of the Bona Fide Offer, the Company will accept or reject Customer's terms and conditions of the Bona Fide Offer within a mutually agreed upon time frame, but no later than \_\_\_\_\_ days of receiving the Bona Fide Offer. If the Company is unable or unwilling to meet the terms and conditions of the Bona Fide Offer, then Customer shall have the right to take its electric power and energy from the alternative energy supplier. The Company's right hereunder to meet the terms of any Bona Fide Offer from an alternative energy supplier shall extend for \_\_\_\_\_ years after Customer Choice has been implemented. In the event that Customer takes electric power from an alternative energy supplier under the terms of a contract which extends for less than \_\_\_\_\_ years after Customer Choice has been implemented, then the Company's right to meet the terms of any Bona Fide Offer from an alternative energy supplier shall again apply at the termination of Customer's contract and the Company's right hereunder shall have first priority over any similar rights (including, without limitation, options to extend) granted to other energy suppliers.
8. Payment. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's electric rate schedule General Service-Large (Optional Combined Account Billing - GLC-01), copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and Customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
9. Non-Payment. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.

DATE FILED: March 4, 1999

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

  
Donald J. Martinez  
Energy Services Engineer



PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
 RAPID CITY, SOUTH DAKOTA

SECTION NO. 1  
 FOURTH REVISED SHEET NO. 4  
 REPLACES THIRD REVISED SHEET No. 4

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Original Sheet No. 27	Electric Power Service Contract Combined Account Billing
Original Sheet No. 28	Electric Power Service Contract Combined Account Billing (continued)
Original Sheet No. 29	Electric Power Service Contract Combined Account Billing (continued)

DATE FILED: March 4, 1999

EFFECTIVE DATE:

ISSUED BY:

*Don Martinez*  
 Don Martinez

Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

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DATE FILED: March 4, 1999

EFFECTIVE DATE:

ISSUED BY: \_\_\_\_\_

*Donald J. Martinez*

Donald J. Martinez  
Energy Services Engineer

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE FILING BY BLACK ) ORDER APPROVING TARIFF  
HILLS POWER AND LIGHT COMPANY FOR )  
APPROVAL OF NEW GENERAL SERVICE ) EL99-001  
LARGE - OPTIONAL COMBINED ACCOUNT )  
BILLING RATE SCHEDULE )**

On January 14, 1999, Black Hills Power and Light Company (BHP&L), filed with the Public Utilities Commission (Commission) a new tariff described as:

Section No. 3, Original Sheet No. 33  
Section No. 3, Original Sheet No. 34  
Section No. 3, Original Sheet No. 35

On March 5, 1999, BHP&L filed a new sample contract described as:

Section No. 6, Original Sheet No. 27  
Section No. 6, Original Sheet No. 28  
Section No. 6, Original Sheet No. 29

and revisions to the table of contents described as :

Section No. 1, Fourth Revised Sheet No.4, replacing Third Revised Sheet No. 4.  
Section No. 6, replacing Section No. 6 which was effective May 21, 1997.

BHP&L proposed an optional combined account billing for its General Service Large - customers. The billing would be implemented by means of a contract between BHP&L and those qualifying customers and would allow for customers to combine billing for multiple sites to one monthly bill. As an additional option, customers would be able to subscribe to coincident demand and billing treatment.

This matter appeared on the Commission's January 14, 1999 through January 20, 1999, fax filing with an intervention deadline of February 5, 1999, being set. Commission staff further mailed notice of this matter and the intervention deadline to customers identified by BHP&L as being eligible for this tariff. No parties sought intervention.

At its regularly scheduled March 9, 1999, meeting, the Commission discussed final approval of the tariff. Commission Staff recommended a cautioned approval.

BHP&L agreed to file in the next general rate change filing, comparison class cost of service studies for the General Service Large class reflecting revenues before and after implementation of the above listed rate changes. BHP&L also agreed to allow the Commission to then choose which study to use for cost of service.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-34A, specifically 49-34A-4, 49-34A-6, 49-34A-8, 49-34A-10 and 49-34A-12. Further, the tariff is just and reasonable and shall be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that BHP&L's aforementioned tariffs are approved and shall be effective as of the date of this Order; and it is further

ORDERED, that BHP&L shall file a class cost of service study showing a comparison of the General Service Large class before and after the implementation of this tariff change in any future general rate proceeding filed by BHP&L before the Commission, and shall allow this Commission to choose the study to be used for cost of service.

Dated at Pierre, South Dakota, this 15<sup>th</sup> day of March, 1999.

<b>CERTIFICATE OF SERVICE</b>	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Koels</u>
Date:	<u>3/15/99</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

**BLACK HILLS POWER AND LIGHT COMPANY**

P.O. BOX 1400

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JIM KECK  
ENERGY SERVICES ENGINEER

TELEPHONE  
(605) 342-3200  
FAX: (605) 342-0545

April 8, 1999

Mr. Camron Hoseck  
Staff Attorney  
SD Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070

**RECEIVED**

APR 12 1999

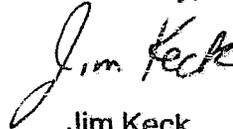
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Subject: Docket EL99-001  
Tariff Sheets - Rate No. GLC-01

Dear Mr. Hoseck:

Attached are the original sets of tariff sheets, sample contract sheets and table of contents revision sheets approved by the SD Public Utilities Commission at their March 9, 1999 meeting. The effective date, as ordered by the Commission, of March 15, 1999 is reflected on each sheet.

Sincerely,



Jim Keck

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 33

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 1 of 3

AVAILABLE

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

APPLICABLE

To any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh), and peak demand (kW), for each service will be added together and the combined totals will be used in calculating the Single Customer's electric bill. This schedule is not applicable for temporary, standby, supplementary, emergency, resale, or shared service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, at a single standard utilization voltage most available at each service location of the customer.

NET MONTHLY BILL

Rate

Service Charge

\$50.00 per service location

Capacity Charge

\$900.00 for the first 125 kVA or less of Billing Capacity

\$5.75 for each additional kVA of Billing Capacity

Energy Charge

4.37¢ per kWh for the first 50,000 kWh

4.27¢ per kWh for the next 450,000 kWh

3.99¢ per kWh for each additional kWh

Minimum

The Service Charge plus the Capacity Charge.

DATE FILED: January 14, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:



Don Martinez  
Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 34

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 2 of 3

BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

- a. The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum use during the metering period determined by dividing the combined maximum capacity in kilowatts (kW) by the power factor.
- b. Eighty percent of the highest Billing Capacity in any of the preceding eleven months. Billing Capacity ratchets will not apply to educational facilities, in the nature of school districts, which do not operate year-round.

The power factor is defined to be the quotient obtained by dividing the combined kilowatt-hours used during the metering period by the square root of the sum of the squares of the combined kilowatt-hours used and the combined lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1½% on the current unpaid balance shall apply to delinquent accounts. A non-sufficient funds check charge of \$15.00 shall apply for returned checks. If a bill is not paid, the Company shall have the right to suspend service providing, ten days written notice of such suspension has been given. When service is suspended for nonpayment of a bill, a Customer Service Charge will apply.

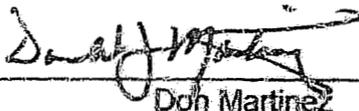
CONTRACT TERMS

The Contract shall continue as long as the Company has the exclusive legal right to serve the customer. At such time as the customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the customer may request that the Company meet the terms of a bona fide offer from any alternative energy supplier. The Company's right hereunder to meet the terms of any bona fide offer from an alternative energy supplier shall extend for five years after Customer Choice has been implemented.

DATE FILED: January 14, 1999

EFFECTIVE DATE: March 15, 1999

ISSUED BY:



Don Martinez  
Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA  
BILLING CODES 52 AND 53

SECTION NO. 3  
ORIGINAL SHEET NO. 35

GENERAL SERVICE - LARGE  
(Optional Combined Account Billing)

RATE NO. GLC-01  
Page 3 of 3

TERMS AND CONDITIONS

1. Service provided hereunder shall be on a continuous basis. If service is discontinued and then resumed within twelve months after service was first discontinued, the customer shall pay all charges that would have been billed if service had not been discontinued.
2. Service will be rendered under the Company's General Rules and Regulations.
3. Upon mutual agreement between Customer and Company, Company agrees to install metering equipment within five (5) years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the customer must first agree to provide a dedicated telephone circuit, at their cost, at the metering location for each account so that the Company may access the 15 minute interval load data.
4. Additional accounts may be added to the combined bill through an Amendment to Exhibit A of the Electric Power Service Contract as long as they meet the applicable criteria.
5. Metering periods shall be approximately 30 days and are expected to be different periods for geographically dispersed service locations. Once coincident demand and energy billing is implemented, the metering periods for each service location shall be identical.

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the applicable proportionate part of any impost, assessment or charge imposed or levied by any governmental authority as a result of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold, and/or the volume of energy generated and sold.

DATE FILED: January 14, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY:

  
Don Martinez

Energy Services Engineer

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
ORIGINAL SHEET NO. 27

ELECTRIC POWER SERVICE CONTRACT  
COMBINED ACCOUNT BILLING  
State Of South Dakota

Contract Number \_\_\_\_\_  
Effective Date \_\_\_\_\_

THIS CONTRACT, made between BLACK HILLS POWER AND LIGHT COMPANY, (hereinafter referred to as "Company"), and \_\_\_\_\_, (hereinafter referred to as "Customer"),

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements hereinafter set forth, contract as follows:

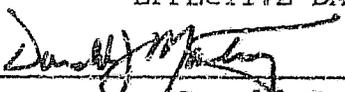
1. Electric Power Supply. Company shall supply, and the Customer shall take all electric power and energy required for the operation of Customer's equipment installed or to be installed by it at its multiple service locations described in Exhibit "A". Such power and energy shall be three (3) phase, alternating current, approximately 60 cycles, at the nominal voltages listed in Exhibit "A".
2. Company Facilities. Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arresters, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the power and energy at the points of delivery as described in Exhibit "A". Such facilities of Company shall be of sufficient capacity to satisfy an electric power demand by Customer at each service location as listed in Exhibit "A". Customer shall notify Company of any anticipated substantial increase in demand not less than ninety (90) days prior to date of such increase, and an adjustment in Contract Demand shall be made accordingly.
3. Combined Account Billing. Customer has elected the "Combined Account Billing" option of the General Service Large rate schedule. The Combined Account Billing option applies to any single natural person, partnership, limited liability company, corporation, or controlled group of corporations as defined in 26 U.S.C. § 1563(a) ("Single Customer"), which Single Customer has multiple accounts at multiple service locations. Each Single Customer account currently billed on Company's General Service Large rate tariff must be converted to the Combined Account Billing rate tariff. Single Customer accounts approaching a size and character that would qualify for Company's General Service Large rate tariff will be considered by the Company for Combined Account Billing on a case-by-case basis. Single Customer's energy use (kWh), reactive energy use (kVARh) and peak demand (kW), for each service, will be added together and the combined totals will be used in calculating the Single Customer's electric bill. Single Customer agrees to pay a "Combined Account" service charge, as defined in the GLC rate tariff, each month to cover the administration, billing and metering of the account.
4. Coincident Demand and Energy Billing. Upon mutual agreement between Customer and Company, Company agrees to install metering equipment, within \_\_\_\_\_ years of the effective date of this contract, that will allow the peak demands and energy for each account to be added on a coincident basis. In order to provide this service, the Customer must first agree to provide, at Customer's expense, a dedicated telephone circuit at the metering location for each service location and separate account so that Company may access 15 minute interval load data.
5. Customer Facilities. Customer shall install and maintain, at its own expense, in approved standards of construction, all other facilities on Customer's side of point of delivery which are necessary for the proper reception of electrical power and energy and for its use beyond such point. Such facilities and Customer's plant equipment shall be of types which will not interfere with other service rendered by Company and be subject to inspection by Company at reasonable times.

DATE FILED: March 5, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY: \_\_\_\_\_

  
Donald J. Martinez  
Energy Services Engineer

## PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
ORIGINAL SHEET NO. 28

6. Right Of Way. Customer agrees to provide Company, without cost, a suitable location and right of way on Customer's premises for necessary lines and apparatus. All apparatus installed by and at cost of Company shall remain its property and it shall have the right to inspect, repair or remove the same.
7. Terms. The effective date of this Agreement shall be \_\_\_\_\_, \_\_\_\_\_, and shall continue as long as the Company has the exclusive legal right to serve the customer. At such time as the Customer has the current legal right to receive or request delivery of its electric power from an alternative energy supplier under terms and conditions which are not subject to the jurisdiction of the South Dakota Public Utilities Commission ("Customer Choice"), then the Customer may request that the Company meet the terms of a Bona Fide Offer, as defined below, from any alternative energy supplier. In order to qualify as a Bona Fide Offer, the initial term must be at least \_\_\_\_\_ months. Customer shall provide Company its request for proposal at least \_\_\_\_\_ weeks prior to the deadline for receiving bids for electric power from alternative energy suppliers. Upon Customer's selection of the bid winner ("Bona Fide Offer"), Customer shall supply to Company the terms and conditions of the Bona Fide Offer and other information which may be pertinent to Company's evaluation of the Bona Fide Offer. Upon personally confirmed receipt of the Bona Fide Offer, the Company will accept or reject Customer's terms and conditions of the Bona Fide Offer within a mutually agreed upon time frame, but no later than \_\_\_\_\_ days of receiving the Bona Fide Offer. If the Company is unable or unwilling to meet the terms and conditions of the Bona Fide Offer, then Customer shall have the right to take its electric power and energy from the alternative energy supplier. The Company's right hereunder to meet the terms of any Bona Fide Offer from an alternative energy supplier shall extend for \_\_\_\_\_ years after Customer Choice has been implemented. In the event that Customer takes electric power from an alternative energy supplier under the terms of a contract which extends for less than \_\_\_\_\_ years after Customer Choice has been implemented, then the Company's right to meet the terms of any Bona Fide Offer from an alternative energy supplier shall again apply at the termination of Customer's contract and the Company's right hereunder shall have first priority over any similar rights (including, without limitation, options to extend) granted to other energy suppliers.
8. Payment. Company shall bill, and the customer shall pay for all electric power and energy supplied hereunder at the rates and charges due and payable therefore, pursuant to the Company's electric rate schedule General Service-Large (Optional Combined Account Billing - GLC-01), copy of which is attached as a part hereof, and upon the terms and conditions set forth in such rate schedule and in the Company's rules and regulations. It is understood that the initial basis for charges pursuant to this contract as above referred to may be revised by the Company from time to time, and Customer agrees that should the Company, during the term of this contract, revise or eliminate the schedule or rates attached hereto, such revised rate schedule or the remaining applicable rate schedule most favorable to Customer shall be the basis for charges under this contract thereafter. Customer shall be notified promptly of any such revision or elimination.
9. Non-Payment. In the event that any bill for electric service is not paid in accordance with payment provisions of the effective rate schedule, Company may suspend the supply of power and energy or cancel this contract, but such action shall not release Customer from the obligation to pay for service furnished and the minimum charges under said rate schedule for the unexpired period of the contract or from liability for damages because of any breach hereof.

DATE FILED: March 5, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY: \_\_\_\_\_

*Donald J. Martinez*  
Donald J. Martinez  
Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6  
ORIGINAL SHEET NO. 29

- 10. No Guarantee Of Continuous Service. Company will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of energy will at all times be constant. In case service should be interrupted or fail by an act of God or public enemy, fire, explosion, flood, strike, other cessation of work by personnel, picketing, insurrection, mob violence, governmental interference, breakdown of or injury to machinery or lines, extraordinary repairs, or other accident or other causes not reasonably within its control, Company shall not be liable for damages on account of interruption of service.
- 11. Liability And Indemnification. Company shall not be liable for any loss or damage to property or injury to or death of persons, whether suffered by Customer, its agents or employees, or by any third person, persons or corporation, resulting from the location, use or operation of electrical or other equipment located on Customer's side of each point of delivery, or from electric energy present therein or escaping therefrom, and customer agrees to indemnify and save Company harmless from all such loss, damages, injuries or death.
- 12. Disconnect. If for any reason the Customer desires the facilities at any of its service locations be temporarily disconnected, the Company shall comply with such request within a reasonable time after notice thereof; provided, however, such discontinuance shall in no case relieve the Customer from complying with the terms of this contract.
- 13. Amendments. The provisions of this contract shall not be changed except by writing duly signed by Company and Customer. However, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction over the Company's rates.
- 14. Assignees And Successors. This contract shall inure to and be binding and enforceable upon Customer and its assigns, lessees and successors in interest to its multiple service locations described in Exhibit "A" and upon Company's assigns, lessees, and successors in interest.

ACCORDINGLY, the parties hereto have executed this contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, binding and extending to their successors and assigns.

Black Hills Power and Light Company

Customer

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

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

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

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

DATE FILED: March 5, 1999

EFFECTIVE DATE:

March 15, 1999

ISSUED BY: \_\_\_\_\_



Donald J. Martinez  
Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
 RAPID CITY, SOUTH DAKOTA

SECTION NO. 1  
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DATE FILED: March 5, 1999

EFFECTIVE DATE: March 15, 1999

ISSUED BY:

*Don Martinez*

Don Martinez  
 Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY  
RAPID CITY, SOUTH DAKOTA

SECTION NO. 6

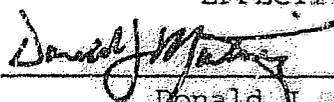
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DATE FILED: March 5, 1999

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ISSUED BY: \_\_\_\_\_



Donald J. Martinez  
Energy Services Engineer