

**NORTH DAKOTA ELECTRIC RATE BOOK - NDPSO NO. 2**

**GENERAL RULES AND REGULATIONS  
 TABLE OF CONTENTS**

Section No. 6  
 1st Revised Sheet No. TOC-1

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>	
<b>SECTION 1</b>	<b>GENERAL SERVICE RULES</b>		
	Table of Contents .....	6-TOC-1	
1.1	Application for Service .....	6-1	
1.2	Service Processing Charge .....	6-1	
1.3	Access to Customer's Premises .....	6-1.1	T
1.4	Continuity of Service .....	6-1.1	T
1.5	Optional Metering Service .....	6-2	
1.6	Deposits and Guarantees .....	6-3	
1.7	Service Calls .....	6-4	T
<b>SECTION 2</b>	<b>RATE APPLICATION</b>		
2.1	Classification of Customers .....	6-8	
2.2	Availability of Service Under Rate Schedules .....	6-9	
2.3	Choice of Optional Rates .....	6-9	
2.4	Standby, Supplementary, Emergency, and Incidental Services .....	6-9	
<b>SECTION 3</b>	<b>METERING AND BILLING</b>		
3.1	Metering and Testing .....	6-13	
3.2	Method of Determining Demand for Billing Purposes .....	6-16	
3.3	Monthly Billing .....	6-16	
3.4	Budget Helper Plan .....	6-16	
3.5	Late Payment Charge .....	6-16	
3.6	Bill Date Due .....	6-17	
3.7	Estimated Bills .....	6-17	
3.8	Billing Adjustments .....	6-17	
3.9	Returned Check Charge .....	6-19	T
3.10	Account History Charge .....	6-19	T
3.11	Synchronized Bill Service .....	6-19	N
<b>SECTION 4</b>	<b>USE OF SERVICE RULES</b>		
4.1	Use of Service .....	6-20	
4.2	Customer's Wiring, Equipment, and Property .....	6-23	

(Continued on Sheet No. 6-TOC-2)

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**GENERAL RULES AND REGULATIONS**  
**TABLE OF CONTENTS (Continued)**

Section No. 6  
 1st Revised Sheet No. TOC-2

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
<b>SECTION 5 STANDARD INSTALLATION AND EXTENSION RULES</b>		
5.1	Standard Installation.....	6-25
5.2	General Extension.....	6-28
5.3	Special Facilities.....	6-28
5.4	Automatic Protective Lighting Service.....	6-29
5.5	Replacement of Overhead with Underground.....	6-30
5.6	Service Connections.....	6-31
5.7	Temporary Service.....	6-31
<b>SECTION 6 CURTAILMENT OR INTERRUPTION OF SERVICE</b>		
6.1	Refusal or Discontinuance of Service.....	6-34
6.2	Curtaiment or Interruption of Supply.....	6-35
6.3	Business Interruption.....	6-35
<b>SECTION 7 COMPANY'S RIGHTS</b>		
7.1	Waiver of Rights or Defaults.....	6-36
7.2	Modification of Rates, Rules, and Regulations.....	6-36
	Residential Billing of Vacant Rental Property.....	6-37

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T

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**SECTION 1 - GENERAL SERVICE RULES**

**1.1 APPLICATION FOR SERVICE**

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse an applicant or terminate service to a customer who fails or refuses to furnish information requested by the Company for the establishment of a service account. Any person who uses electric service in the absence of application or contract shall be subject to the Company's rates, rules and regulations, and shall be responsible for payment of all service used.

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When required by governmental authority, a customer desiring new service or expanded service must first make application for and receive written approval from the Company.

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Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by customer to discontinue the service. The Customer will be responsible for payment of all service furnished through the date of the discontinuance.

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**1.2 SERVICE PROCESSING CHARGE**

The Company will charge \$15.00 for each of the following services:

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<u>Item</u>	<u>Identified on bill</u>	<u>Description</u>	
New Account	Service Connection Charge	The Company will assess a \$15.00 processing charge for the initial establishment of service for each customer.	C C C
Reconnection	Service Reconnection	The Company will assess \$15.00 for reconnecting service that has been disconnected for non-payment.	D C C

If any combination of electric or gas services requested by a customer and furnished by the Company is established or reestablished at the same time and location, only one \$15.00 charge will be made.

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If a customer requests reestablishment of service at a location where the same customer discontinued the same service within the preceding 12 month period, an additional reconnection fee will be assessed equal to the sum of the monthly minimum charges applicable during the period service was not taken.

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(Continued on Sheet No. 6-1.1)

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**NORTH DAKOTA ELECTRIC RATE BOOK - NDPSO NO. 2**

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**GENERAL RULES AND REGULATIONS (Continued)**

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**1.3 ACCESS TO CUSTOMER'S PREMISES**

Company representatives, when properly identified, shall have access to customer's premises at all 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.

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**1.4 CONTINUITY OF SERVICE**

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

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(Continued on Sheet No. 6-2)

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**1.5 OPTIONAL METERING SERVICE**

A. General Rule

The Company will provide optional metering service to eligible customers subject to the provisions in this section and all Terms and Conditions shown on the applicable rate schedule. Optional metering service will not be provided at any location where the customer is provided with fully metered service. A customer cannot divide a fully metered service so that a portion of the service could qualify for optional metering service. The Company reserves the right at any time to fully meter service previously supplied on an optional metering basis.

B. Service Availability

A customer is eligible for optional metering service so long as all of the following conditions are met:

1. The customer's utilization equipment has a total rated capacity of 250 kW or less and an estimated usage of 186,000 kWh or less per month; C
2. The customer's utilization equipment has a definitely determinable demand which has verifiable limits; C
3. The customer's utilization equipment is operated on a fixed schedule. A fixed schedule is:
  - a) a continuous non-discretionary 24 hour usage, or M
  - b) a photocell-controlled, sunset to sunrise, usage referred to as an hours of darkness (HOD) schedule; M
4. The customer's utilization equipment can be readily and efficiently inspected by the Company to verify its usage. The usage may be verified by one or more of the following:
  - a) the nameplate rating, M
  - b) totalizing the load for the number of ballast-controlled high intensity discharge lamps, or M
  - c) the use of a kilowatt-hour or other type of meter. M

C. Optional Unmetered Service

The Company will provide optional unmetered service to customers meeting the eligibility requirements. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.

D. Optional Time of Day Metering Service

The Company will provide optional time of day metering service to customers meeting the eligibility requirements. The time of day metering charge will be waived for customers eligible for this optional service. Time of day billing will be accomplished through a usage schedule, which accounts for the number of hours of usage occurring in the on-peak and off-peak periods. Optional time of day metering service will be provided under one of the following methods: T

(Continued on Sheet No. 6-3)

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**GENERAL RULES AND REGULATIONS (Continued)**

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**1.5 OPTIONAL METERING SERVICE (Continued)**

D. Optional Time of Day Metering Service (Continued)

1. Unmetered Service. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.
2. Kilowatt-hour Metered Service. Usage for billing will be determined from meter readings.

**1.6 DEPOSITS AND GUARANTEES**

- A. General: The Company may require a customer or an applicant for service to make a deposit to ensure payment before making a service connection.
- B. New Service: The Company may require an applicant for service to make a deposit sufficient to cover the estimated charge for furnishing service. If a deposit is required, the Company shall issue a receipt to the depositor showing the amount of the deposit, the date the deposit was made, and the depositor's name.
- C. Existing Service: The Company may require a deposit from an existing customer before reconnection is made due to disconnection for nonpayment of a bill. The Company may require a deposit if all or part of the previous deposit was used in settlement of the delinquent bill.
- D. Deposit Amount: If a deposit is required, the amount of the deposit shall cover the estimated charge for furnishing service to the customer for a sixty-day period.
- E. Payment Guarantee Permissible: In lieu of a cash deposit, a guarantee satisfactory to the Company for a like amount will be acceptable. The Payment Guarantee will terminate when the customer gives notice to discontinue service, there is a change in the location covered by the Payment Guarantee, or thirty days after the Guarantor makes a written request to the Company for termination.

However, no Payment Guarantee may be terminated unless the customer has satisfactorily settled any balance owed to the Company. The Company may require a new Payment Guarantee or cash deposit after termination of a Payment Guarantee.

- F. Interest on Deposits and Refunds: On such customer deposits, the Company will pay interest annually at the rate paid by the Bank of North Dakota on a six-month certificate of deposit with the smallest deposit required. The interest rate will be determined as of the first business day of each year. The Company will pay interest annually by direct payment or as a credit on the customer's bill, at the option of the Company. The payment or deduction for interest must be made during each calendar year, or whenever a deposit is refunded or service discontinued.

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
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**1.7 SERVICE CALLS**

When a customer calls and reports an electrical problem, the Company will, as soon as reasonably possible, when required send out service personnel to determine the necessary action to correct the problem.

If the electrical problem is in the customer's facilities, the service personnel will attempt to restore service by fuse replacement or minor temporary repair. The customer will be charged for labor and all materials furnished.

If the electrical problem is in the Company's facilities or if the electrical problem is of the following nature, repairs thereof will be made as soon as reasonably possible, and the Company will waive any such charges:

- A. Voltage measurement is the only service rendered.
- B. The Company is called to the customer's premises by the Fire or Police Department.
- C. Storm conditions require the presence of service personnel in the customer's vicinity and the Company dispatcher notified the service personnel when dispatched to waive charges.

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**SECTION 2 - RATE APPLICATION**

**2.1 CLASSIFICATION OF CUSTOMERS** For rate application:

- A. Residential Customer. A residential customer is one using electric service for general household purposes in space occupied as living quarters such as single private residences, single apartments, fraternity houses, sorority houses, and for garages or other auxiliary buildings on the same premises used by the residential customer. General household purposes or uses are domestic lighting, heating, cooking and power service. T  
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- B. Farm Customer. A farm customer is one using electric service for the production of income for agricultural pursuits such as gardening, dairying, egg production, or raising of crops, livestock or poultry. A farm customer taking electric service for non-general household purposes only may be considered a general service customer for rate application purposes. A farm customer using electric service for general household and non-general household purposes jointly may combine such uses through one meter on such rates as are available to general service customers or farm customers. However, where such use is combined and the non-general household electric equipment totals less than one kilowatt of connected load, such farm customer shall be classified residential. Where electric equipment is used jointly for general household and non-general household purposes (such as a water pump), the major use of such equipment will determine whether it is classified for general household or non-general household uses. T  
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- C. General Service (Commercial) Customer. A general service customer is one using electric service for any non-general household purpose in space occupied and operated for commercial purposes, such as stores, offices, shops, hotels, garages, wholesale houses, filling stations, barber shops, beauty shops, and any other space occupied for commercial purposes. T  
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- D. Small Commercial and Industrial Customer. A Small Commercial and Industrial Customer has an actual demand less than or equal to 100 kW. N  
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- E. Large Commercial and Industrial Customer. A Large Commercial and Industrial Customer has an actual demand greater than 100 kW. N  
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**2.2 AVAILABILITY OF SERVICE UNDER RATE SCHEDULES**

Availability of a rate schedule with respect to the purpose for which service thereunder may be used and the class or classes of customers to which the schedule applies shall be as specified in the rate schedule. Rate schedules are applicable to alternating current service only, except for those schedules, which specifically state that they are available for direct current service.

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Availability of service under a rate schedule at any particular location in a community or territory where the schedule is shown to be effective, and the kind of current, capacity, voltage, phase, and frequency which the Company holds itself out to supply, depends upon the proximity of the particular location to adequate Company facilities. The extent to which the Company will extend, enlarge, or change its facilities to supply service is determined by Section 5, STANDARD INSTALLATION AND EXTENSION RULES. In areas served by the Company's alternating current, low voltage network systems, all new customers and any customers desiring to change the voltage or type of service will be supplied only alternating current at available secondary voltage.

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**2.3 CHOICE OF OPTIONAL RATES**

When more than one rate schedule is available for the same class of service as indicated by the complete copy of the Company's rates open to public inspection in the Company's office, the Company will assist the customer in the selection of the rate schedule or schedules that, in its judgment, will result in the lowest cost of projected consumption, based on twelve (12) months' service and on the information at hand. New customers may change to another rate schedule after a reasonable trial of the rate schedule originally designated. The Company may not be required to change a rate schedule for any customer after a change more often than once in twelve months unless the rates are changed or there is a material change in the customer's load or other change become necessary as a result of an order issued by the Public Service Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.

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**2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES**

Unless otherwise specifically provided, the Company's rate schedules require that the customer's entire electrical requirement be received from the Company. The Company's service is not available for standby, supplementary, emergency or incidental service with respect to any other source of power except when contracted for under a rate schedule providing for these services.

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**2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES (Continued)**

A. Definitions

1. *Standby Service* is defined as service available on a firm (scheduled or unscheduled) basis or non-firm basis through a permanent connection to supply replacement electric energy and power when the customer's normal source of electric energy supply is not available. T  
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2. *Supplementary Service* is defined as service continuously available through a permanent connection to supplement or augment directly or indirectly another independent source of power.
3. *Emergency Service* is defined as service supplied through a temporary connection when the customer's usual source of supply has failed. T  
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4. *Incidental Service* is defined as service continuously available through a permanent connection to provide power and energy for use by customer where such use is merely incidental to customer's operations and essentially for his convenience; e.g., (without limiting the generality of the foregoing), for voltage or frequency control, for partial lighting of selected or limited areas, or for operation of controls, battery chargers, starting devices, electric clocks, or other equipment requiring relatively small quantities of energy as compared with customer's total energy usage.

B. Parallel Operations

If a customer has an independent source of power that will be operated in parallel with the Company's system, such source of power must be operated as provided below. Any customer who operates their facility in non-compliance with these provisions will be subject to discontinuance of service.

1. No customer may connect an independent source of power in parallel with the Company's system without prior written consent of the Company. Any customer desiring to generate in parallel shall execute a contract with the Company that contains terms and provisions regarding metering, billing, technical, and operating parameters for the customer's independent source of power.
2. The interconnection of customer's facilities with the Company's system shall not interfere with the quality of the Company's service to any of its other customers.
3. The customer will provide the necessary equipment as approved by the Company to enable the customer to operate customer's independent source of power in parallel with Company's system. The customer shall not energize a de-energized portion of the Company's system without permission from the Company. The customer's independent source of power will be designed so that the interconnection circuit breaker or load break switch between the Company and the customer will open under the following conditions: T  
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  - a) De-energized Company system
  - b) Sustained line faults on Company's system, and T
  - c) Faults on customers system

(Continued on Sheet No. 6-11)

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**2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES (Continued)**

B. Parallel Operations (Continued)

A customer shall consult with the Company regarding these minimum requirements, additional protection recommended, proper operation of interconnect circuit breaker or load break switch, and customer's independent source of power disconnecting device.

4. Since the power factor and the voltage at which the Company's system and a customer's system are operated will vary, each party agrees to operate its system at a power factor as near unity as possible, or other mutually agreed upon power factor level, in such manner as to control its share of the reactive power and voltage as conducive to the best operating standards.
5. The Company reserves the right to discontinue service if continued parallel operation by the customer results in trouble on the Company's system, such as interruptions, ground faults, radio or telephone interference, surges, or objectionable voltage fluctuations, where such trouble is caused by a customer and the customer fails to remedy the causes thereof within a reasonable time.

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**SECTION 3 METERING AND BILLING**

**3.1 METERING AND TESTING**

**Metering**

The Company will furnish, install, and maintain one set of metering equipment for each account and rate schedule under which service is supplied. The location, number of meters and appurtenances, and specifics of installation will depend on the service arrangements and requirements of the rate schedules.

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**Customer Request for Meter Testing**

The customer may request the Company to test its meter. If the request to test a meter is made within one year of a previous meter test, a charge will be added to customer's bill if the metering equipment tests accurate in accordance with the Public Service Commission standards. The charge must be waived if the meter error is more than plus or minus two percent.

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**Meter Error**

In the event the Company's test shows meter error in excess of accepted or prescribed tolerance, the Company will adjust the bills for service during the period of registration error equal to one-half the time elapsed since the most recent test. This period shall not exceed six months. Adjustments shall be based on actual monthly consumptions.

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If the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period. Any adjustment because of metering equipment failure shall be from the date of the metering equipment failure, if known, or if not known, for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months.

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**Testing Process for New Electric Meters (Single Phase and Polyphase)**

New meters, whether single phase or polyphase, self-contained or transformer rated, are normally sample tested (where a random selection of meters from a lot is tested every year and the condition of the sample is used to determine the performance of the group and whether or not it remains in service) for accuracy when they are received from the supplier. The Company requires the meter supplier to provide certified test data for all new meters demonstrating the "as left" calibration for each meter is within the Company's accuracy requirements.

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New transformer rated meter installations are also checked within sixty days of being energized and having customer load connected to ensure proper installation. This procedure is normally repeated if the current transformers and/or voltage transformers are replaced.

(Continued on Sheet No. 6-14)

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**3.1 METERING AND TESTING (Continued)**

**Testing Process for In-Service Meters**

In-service meters are either sample tested or periodically tested (where all the meters in a defined grouping are tested within a certain period) depending on meter type as indicated in the following table:

<u>Type of Meter</u>	<u>Type of Testing</u>
Self-contained single phase, non-demand	Sample – yearly
Self-contained single phase, demand	Periodic – 16 years
Transformer rated single phase, non-demand	Sample – yearly
Transformer rated single phase, demand	Periodic – 16 years
Self-contained polyphase, non-demand	Sample – yearly
Self-contained polyphase, demand	Periodic – 16 years
Transformer rated polyphase, non-demand	Periodic – 16 years
Transformer rated polyphase, demand	Periodic – 16 years
Self-contained and transformer rated time-of-use (TOU) and/or recording meters and battery equipped devices	Periodic – 8 years

1. Sample Testing Program

Meters to be sample tested on a yearly basis are placed in groups, or "lots." These lots are defined by manufacturer, model type, and the industry standard test code. Each lot may be further separated into additional lots by individual or combinations of parameters such as serial numbers, purchase date, etc. Testing is performed in accordance with ANSI/ASQC Z1.9, Inspection Level II with an acceptable quality level of 2.5 or better and specification limits of +/- 2%.

If a sample unexpectedly fails for the first time, the Company will observe the test results for unusual test data or individual test results that are several standard deviations from the mean. If anomalies have occurred, and are the reason for the lot to fail, the Company will monitor the lot more closely in subsequent years. One of three options may be employed:

- 1) a second sample may be taken and tested,
- 2) the lot may be separated by an additional parameter such as serial number and retested as multiple lots in subsequent years, or
- 3) the lot may be left as is. If the lot fails again, analysis of the cause of failure is made to determine appropriate remedial action. If necessary, removal of a failed lot is accomplished as soon as practicable by the Company's normal operating personnel.

(Continued on Sheet No. 6-15)

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**GENERAL RULES AND REGULATIONS (Continued)**

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**3.1 METERING AND TESTING (Continued)**

**Testing Process for In-Service Meters** (Continued)

As meters are tested in the sample testing plan, individual meters are calibrated – if design permits – if the “as found” test results show an error greater than +/- 0.5% during either the full load or light load test. Meters that require electronic reconfiguration due to their installation application will be individually re-programmed; calibration tested, and demand checked/tested as appropriate.

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2. Periodic Testing Program

Meters to be periodically tested are placed in groups, or periodic lots. Lots are defined by manufacturer, model type, and the industry standard test code. The scheduled test for each meter will be established by specified test schedule and the last test date or the original receipt of the meter, whichever is most recent.

Meters that are on a periodic schedule may be tested and re-installed, tested and retired, or placed on a retirement list prior to their required test date based on the lot's performance or other factors impacting the Company's meter management decisions. As meters are tested in the periodic testing plan, individual meters are calibrated – if design permits – if the “as found” test results show an error greater than +/- 0.5% during either the full load or light load test. Meters that require electronic reconfiguration due to their installation application will be individually re-programmed; calibration tested, and demand checked/tested as appropriate.

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**Testing Process for Reconditioned Meters**

1. Mechanical Meters

Re-serviceable meters removed from a customer premise are reconditioned by cleaning, testing, and calibration prior to re-installation. Meters are calibrated if the “as found” test results show an error greater than +/- 0.5% during either the full load or light load test.

2. Electronic Meters

Re-serviceable meters removed from a customer premise are reconditioned by cleaning, re-programming, and testing prior to re-installation. Many electronic meters have no calibration adjustment, but if possible they are calibrated if the “as found” test results show an error greater than +/- 0.5% during either the full load or light load test. If the meter has no calibration adjustment, and is found to be more than +/- 1.0% inaccurate, it is retired or repaired.

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		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-07-776		Order Date:	12-31-08

**3.2 METHOD OF DETERMINING DEMAND FOR BILLING PURPOSES**

The actual demand in kW is defined as the greatest 15-minute average load during the billing period. For determining the adjusted demand, the actual demand may require application of the average power factor, which is defined as the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered in determining the average power factor. The demand for billing shall be determined as shown in the respective rate schedule.

**3.3 MONTHLY BILLING**

Bills will normally be rendered monthly and may be paid by mail, or at the office of the Company, or to its duly authorized agents during regular business hours. A "month", as used for billing purposes, does not mean a calendar month, but means the interval between two consecutive periodic meter reading dates which are, as nearly as practicable, at 30 day intervals. The Company may read certain meters less frequently than once each billing month for customers under the Company's self meter reading procedure, or when the Company and customers otherwise mutually agree, except that a Company representative will read the meter at least once each three (3) months. If the billing period is longer or shorter than the normal billing period by more than five days, the bill shall be prorated on a daily basis except for the November, December, and January billing periods whereby the bill shall be prorated on a daily basis whenever the billing period is less than 25 days or more than 40 days.

**3.4 BUDGET HELPER PLAN**

Qualified customers may, at their request, be billed under the Company's budget helper plan. Such plan shall provide for eleven equal monthly payments based on the customer's previous use. The billing for the twelfth month will reflect the actual billing for the month adjusted for the credit or debit balance carried forward from the previous month. The Company will review the account during the budget year 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.

**3.5 LATE-PAYMENT CHARGE**

A late-payment charge of 1.0% of the unpaid balance will be added to the unpaid balance two working days after the date due. Customers under the Budget Helper Plan or a payment arrangement will be assessed late payment charge on the lesser of the outstanding scheduled payments or the outstanding account balance. All payments received will be credited against the oldest outstanding total account balance before application of the late payment charge. The late payment charge will be waived in instances where a Company error is involved or where complications arise with financial institutions in processing automatic electronic payments.

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Case No.	PU-07-776		Order Date:	12-31-08

**3.6 BILL DATE DUE**

Bills are due and payable upon presentation. For purposes of applying the late payment charge, the date due shown on the customer's bill shall be:

Classification of Customer	Date Due
Large Commercial & Industrial Customers	Not less than 15 days from current billing date.
All Other Customers	Not more than five days before next scheduled billing date.

Residential and Small Commercial and Industrial Customers have the option of selecting a modified due date for paying their bill. The due date can be extended up to a maximum of 14 calendar days from the normal date. Customer selecting a modified due date will remain on that due date for a period not less than 12 months or may change back to the normal due date anytime.

**3.7 ESTIMATED BILLS**

An estimated bill will be rendered if the Company is unable to read the meter or customer fails to supply a meter-reading form in time for the billing operation or in cases of emergency. An adjustment, if any will be made in the bill based on the next meter reading.

**3.8 BILLING ADJUSTMENTS**

In General:

In the event of a meter or billing error resulting from:

- (1) an inaccurate meter;
- (2) an incorrect reading of the meter;
- (3) incorrect application of a rate schedule;
- (4) incorrect connection of the meter;
- (5) application of an incorrect multiplier or constant;
- (6) bill delay;
- (7) or other similar errors affecting billing as defined by the Public Service Commission's rule, the Company shall recalculate the customer's bill consistent with the Public Service Commission's rules and tariffs.

(Continued on Sheet No. 6-18)

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**3.8 BILLING ADJUSTMENTS (Continued)**

Underbilled

In the event the customer was underbilled, the Company, except as provided below for billing errors resulting from Meter Errors, may recalculate the bills for service during the period of the error, up to a maximum of six years from the date of payment.

Overbilled

In the event the customer was overbilled, the Company, except as provided below for billing errors resulting from Meter Errors, shall recalculate bills for errors resulting in overcharges up to a maximum of six years from the date of payment.

Meter Error

In the event the Company meter was found to be defective upon testing by request of the customer, the Company shall calculate the adjustment amount on the basis the metering equipment should be 100% accurate, in accordance with the rules prescribed by the Public Service Commission. The Company shall refund the customer any excess charges for incorrectly metered electric service for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months. The Company may charge the customer for any deficiency in billing for incorrect metered electric service for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months. Adjustments shall be based on actual monthly consumptions.

Meter Error due to Meter Registration Creep

In the event the Company meter was found to be defective upon testing, the Company shall calculate the rate of creeping for one-half the time elapsed since the last previous meter test, but not to exceed six months.

Meter Error Due to Partial or Complete Meter Failure

In the event the average meter error cannot be determined by a test because the Company meter failed either partially or completely, the Company shall use the check metering registration, if any, to estimate the quantity of energy used, or estimate the quantity of energy used on all available data. The Company shall advise the customer of the metering equipment failure and the basis for the estimated bill. Any adjustment shall be made from the discovery date of metering equipment failure, or if not known, for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months.

(Continued on Sheet No. 6-19)

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**3.9 RETURNED CHECK CHARGE**

There shall be a charge of \$15.00 for any check or draft submitted to the Company for payment, which is dishonored or returned by the financial institution on which it is drawn.

**3.10 ACCOUNT HISTORY CHARGE**

There shall be a charge of \$5.00 per account to the authorized requesting party for providing account history when such request involves ten or more accounts, regardless of the type of account or number of meters.

**3.11 SYNCHRONIZED BILL SERVICE**

Customers billed under the Company's Synchronized Bill Service will receive one bill each month for either residential or commercial service. Such service will provide one or more monthly synchronized bills which combine all premises for a customer into selected multi-site account bill statements. Customers need make only one payment covering the total amount due for all the accounts included in each synchronized bill. The Company may, at its sole discretion, select the bill date of a synchronized bill, limit the number of accounts included in any one synchronized bill and exclude accounts based on rate class or type, amount of bill, account arrearages, bill date or participation in other programs. Accounts can be combined from more than one bill date resulting in a delay of the bill statement mailing for all accounts until the synchronized bill date is reached. Customers may revert to standard billing upon request. Customers may request modifications to how their accounts are set up under synchronized bill service.

Synchronized bill service is subject to the following conditions:

- A. The most restrictive bill due date provision for the accounts combined in the synchronized bill will be applied in the Company-approved bill date when the synchronized bill is issued.
- B. The Company shall not be liable for any customer costs which may result from any refusal, delays or failure to provide synchronized bill service when requested, for synchronized bill account changes.
- C. Customers using synchronized bill service agree Company may modify at its option the meter reading date of all accounts on the synchronized bill to a single read date where Company has installed automatic meter reading facilities at such customer's service locations. The meter read date shall not revert to the prior read date except at the Company's discretion.

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Case No.	PU-07-776		Order Date:	12-31-08

**SECTION 4 - USE OF SERVICE RULES**

**4.1 USE OF SERVICE**

A. Definitions

1. *Individual Company Metering.* Direct measurement by the Company, using a Company meter, of all electrical consumption of a customer supplied by Company.
2. *Master Metering or Redistribution.* The provision of unmetered electrical supply by a customer to customer's tenants or other occupant, or to any person who qualifies for unmetered service. C
3. *Submetering.* The provision of metered electrical supply through a customer owned meter to a customer's tenants, cooperative or condominium owners, other occupants, or to a portion of the customer's own electrical consumption. C
4. *Resale.* The sale or provision of electrical supply by a customer to any other person outside the customer's building or property. C
5. *Series Subtractive Metering.* An arrangement to measure consumption in a multiple-occupancy-unit building using individual Company meters on each occupancy unit in series with one Company master meter to measure total building consumption on the set of service entrance conductors or feeder supplying the individual occupancy units with billing for common area usage determined by Company formula. T
6. *Building.* A self-contained complete structure, including movable and temporary structures separated by space or an area separation wall (as defined in the Uniform Building Code) from all other structures. Two or more structures shall not be considered a single building merely by the existence of skyways, tunnels, common heating or cooling facilities, common garages, entry halls or elevators, or other attachments.
7. *Occupancy Unit.* A room, office, apartment, or other space separated by walls or partitions that enclose the area, or a contiguous grouping thereof when occupied by a single customer.

(Continued on Sheet No. 6-21)

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**4.1 USE OF SERVICE (Continued)**

B. General Rules.

Electric service may be used only for purposes set forth in the respective rate schedules.

Within its assigned service area, the Company is in the business of providing retail electricity to the ultimate consumer. Electricity is supplied for use by customer's household or business, and Resale or Submetering of such service is not permitted. The Company permits master metering where allowed by law, but a landlord may not charge the tenants more than the landlord is charged by the Company.

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The electric service equipment and associated building wiring of buildings must be arranged by the owner to facilitate individual metering of the electrical consumption of each building and occupancy unit, except where specifically permitted by Section 4.1, USE OF SERVICE, paragraphs C and D. If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and tender bills on the applicable rate schedules to each customer and separately occupied buildings and occupancy units.

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The Company will not install, operate, maintain, or acquire any series metering system. The Company may, however, require series subtractive metering for its own purposes to measure consumption and render bills for electric energy not otherwise measured.

Electricity is normally supplied to each separate customer through a single service and meter. The Company does not engage in the practice of doing interior wiring on customer's premises except for the installation and maintenance of its own property. The customer may combine the supply of electricity through one meter and one service to two or more buildings or occupancy units if they are located on the same or contiguous parcels of property and occupied by the same customer solely for customer's own use. If separate buildings are occupied in whole or part by tenants of the customer, then each tenant-occupied building, or area, or occupancy unit must be segregated from other loads of the customer and metered by the Company.

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If more than one building with tenants, or portions of more than one building with tenants, are served through one meter, this practice may continue until such time as the building is substantially remodeled or there are changes to the customer's service entrance that allow for individual metering. If such remodeling does occur, provisions must be made to allow for individual Company metering of each tenant-occupied building, or area, or occupancy unit. While the single-meter service continues, the bill for the buildings will be computed as though each building or area or occupancy unit used an equal portion of the total metered service and was separately billed. If more than one building with tenants, or portions of more than one building with tenants, were served through one meter prior to November 1, 1980, and the bills were computed by a different procedure, that practice may continue until such time as the building is substantially remodeled or there are changes to the customer's service entrance that allow for individual metering. At that time, the above provision for individual metering will apply.

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(Continued on Sheet No. 6-22)

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**4.1 USE OF SERVICE (Continued)**

- C. Permitted Master Metering. Notwithstanding the general rules above, master metering is permitted by hotels, motels, dormitories, nursing homes, homes for elderly, or similar facilities, or by low income rental housing in which the cost of electricity is included in the rent and where the amount of the rental payment is based upon the tenant's ability to pay. In addition, the customer of a new or substantially remodeled building may petition the Commission for approval of master metering of electric service. T
- D. Existing Installations. Master metering is not permitted under the general rules above but service in existence prior to November 1, 1980, may continue provided that buildings or portions of buildings that are substantially renovated or remodeled after November 1, 1980, will be converted at the customer's expense to individual Company metering. T

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**4.2 CUSTOMER'S WIRING, EQUIPMENT AND PROPERTY**

All wiring and equipment on customer's side of the point of connection, except metering equipment, will be furnished, installed and maintained at the customer's expense in a manner approved by the public authorities having jurisdiction over the same.

Customer will protect all electrical equipment and systems with devices that conform to the industry-accepted standard for the various classes of electrical equipment and systems to prevent fire or damage to equipment from electrical disturbances or fault occurring in the customer's system or in the supplying system. The "industry-accepted standard" will be as required in the National Electrical Code and such additional devices as are prescribed by any public authority with jurisdiction over the installation of electrical facilities.

Any inspection of a customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's wiring or equipment.

The Company may, however, at any time require a customer to make such changes in customer's electrical or non-electrical property or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's property or equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property.

The transformers, service conductors, meters and appurtenances used in furnishing electric service to a customer have a definite capacity. Therefore, no material increase in load or equipment will be made without first making arrangements with the Company for the additional electric supply.

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2**

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RESERVED FOR FUTURE USE

Section No. 6  
Original Sheet No. 24

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RESERVED FOR FUTURE USE

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**SECTION 5 - STANDARD INSTALLATION AND EXTENSION RULES**

**5.1 STANDARD INSTALLATION**

A. Service at Secondary and Primary Voltage.

Secondary voltage service is defined as single or three phase alternating current from 208 volts up to but not including 2,400 volts. Primary distribution voltage service is defined as three phase alternating current from 2,400 volts up to but not including 69,000 volts.

The Company will provide permanent service at the standard voltage and phase available in the area to the service location designated by the Company. The Company reserves the right to designate the type of facilities to be installed either overhead or underground. If requested by the Company, the customer shall execute an agreement or service form pertaining to the installation, operation and maintenance of the facilities. Payments required under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, will be made on a nonrefundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company, and any payment by customer will not entitle the customer to any ownership interest or rights therein.

Unless otherwise stipulated in the applicable agreement or service form, and prior to any installation by the Company, the customer is required to provide the necessary right-of-way for the installation of the Company's facilities and to have the property developed so that the Company's facilities will be installed in a permanent location and can be installed without any delays caused by the customer.

For purposes under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company's costs are all direct and indirect expenses, including material, labor, overheads and applicable taxes, incurred by the Company due to such an installation as determined by allocations under the Company's usual accounting methods.

The Company will install, own and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company:

1. *Service Installation*

- a. Residential. Company will extend, on private property, to a Company-designated service location, a service lateral a maximum distance of 100 feet. When the necessary extension to a Company designated service location exceed these limits, the customer will be charged for the additional extension according to the Excess Footage Charge set below. Customers requesting a preferred service location will also be charged the Excess Footage Charge for each circuit foot Company extends the installation beyond Company's designated service location.

Excess Footage Charge

Services	\$6.85 per circuit foot
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(Continued on Sheet No. 6-26)

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**5.1 STANDARD INSTALLATION (Continued)**

b. Other than Residential. Company will extend, on private property to a Company-designated service location, a distribution lateral, the total cost of which must not exceed a sum equal to three and one half (3.5) times the customer's anticipated annual revenues, excluding the portion of the revenue representing fuel-cost recovery. When the cost of the necessary extension exceeds this limit, the customer will be charged the difference.

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2. Winter Construction. When underground facilities are installed between October 1 and April 15, inclusive, because of failure of customer to meet all requirements of the Company by September 30, or because the customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to Winter Construction Charge when winter conditions of ground frost and/or snow exist for the entire length of 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 charges immediately below apply to frost depths of 18" or less. At greater frost depths, the Company will individually determine the job cost. The Company reserves the right to charge for any unusual winter construction expenses. If the Company's gas and electric facilities are installed in a joint trench for any portion, the Company will waive the lower of the gas and electric winter construction charges on the joint portion.

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Winter Construction Charge

Thawing	\$400.00 per frost burner
Service, primary or secondary distribution Extension	\$3.00 per trench foot

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3. Unusual Installation Costs. The customer is required to pay the excess installation cost incurred by the Company because of:

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- a. surface or subsurface conditions that impede the installation of distribution facilities,
- b. delays caused by customer, or
- c. paving of streets, alleys or other areas prior to the installation of underground facilities.

Such payment, if any, will be determined by the Company based on actual costs.

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(Continued on Sheet No. 6-27)

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**5.1 STANDARD INSTALLATION (Continued)**

**B. Service at Transmission Voltage.**

Transmission voltage service is defined as three-phase alternating current at 69,000 volts or higher. The availability of 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. A customer electing to take transmission service for any portion of the customer's service will be considered a transmission service customer and any additional Company investments at the customer's location whether secondary, primary or transmission voltage will be considered as Special Facilities.

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 cast an undue expense on other ratepayers.
2. The customer will be metered at the lowest utilization voltage. Meter readings will be adjusted to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.
3. The customer will be responsible for converting the customer's equipment to a higher voltage in the future if the Company must do so to carry higher loads over existing lines.
4. If in order to serve the customer, part of a transmission line extension must be built on property other than that owned by the customer, the whole line serving the customer will be built, owned, maintained and operated by the Company. The customer will be responsible for reimbursing the Company for all expenses due to the acquisition of rights-of-way and permits on lines that the Company constructs. If the line extension is entirely on the customer's property, the customer may build, own, maintain and operate it or request the Company to do so at the expense of the customer.
5. The customer must allow the Company access to all Company owned equipment for maintenance or emergencies. The customer's maintenance records for protective equipment must also be available to the Company for inspection.
6. The Company will not use condemnation procedures to acquire rights-of-way to provide transmission service if the customer can be served adequately and economically at primary voltage.

The requesting customer will be responsible for reimbursing the Company for all costs associated with required new or relocated transmission lines or extensions, changes to the distribution system and substation modifications. If the customer requests the Company to remove existing facilities, the customer will be charged the replacement cost less depreciation, less salvage, plus removal expense. If facilities are specifically installed for more than one customer requesting transmission service, the cost will be shared by the customers requesting this service. The customer shall execute an Electric Service Agreement specifying the appropriate charges. Payment shall be made in the form of a monthly facility charge. An optional one-time charge is available upon customer request.

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**5.2 GENERAL EXTENSION**

Subject to its Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company will extend, enlarge, or change its distribution or other facilities for supplying electric service when the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery from the sale of additional service to result there from is such as to justify the expenditure. When the expenditure is not so justified, the extension, enlargement or change of facilities will be made only if the customer, at the Company's option:

- A. Pays to the Company the portion of the capital expenditure not justified by the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of revenue representing fuel-cost recovery (with or without provision for refund of all or part of such payment),
- B. Agrees to pay a special monthly charge,
- C. Agrees to pay annually a specified minimum charge, or
- D. Agrees to a combination of the above methods.

In determining whether the expenditure is so justified, the Company will take into consideration the total cost of serving the applicant and will apply the general principle that the rendering of service to the applicant will not cast an undue burden on other customers. The Company's Section 5, STANDARD INSTALLATION AND EXTENSION RULES, imposes charges on customers for certain installation costs.

Non-refundable payments will be in the amount determined by subtracting from the total estimated installation cost the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery as set forth in Section 5.1, STANDARD INSTALLATION. Additional refundable payments may be required where service is extended and where customer occupancy is expected to be delayed. In such cases, for each additional customer served directly from the original contracted extension within five (5) years from the date of its completion, the person who made the advance payment will receive proportionate refunds as additional customers take occupancy. The total of such refunds will in no event exceed the total refundable advance payment. Refunds will be made only for line extensions on private property to a single customer served directly from the original contracted facilities.

**5.3 SPECIAL FACILITIES**

When requested by the customer, the Company will provide, if practicable, service through special facilities not normally provided under Section 5.1, STANDARD INSTALLATION. Common examples of special facilities are duplicate service facilities, special switching equipment, special service voltage, three-phase service where single phase is adequate, excess capacity, capacity for intermittent equipment, trailer park distribution systems, underground installations to wood poles and other special undergrounding and relocation or replacement of existing Company facilities. Charges will be made for such service in accordance with this rule.

(Continued on Sheet No. 6-29)

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**5.3 SPECIAL FACILITIES (Continued)**

The customer will execute an agreement or service form pertaining to the installation, operation and maintenance of the 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 by the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a customer will not entitle the customer to any ownership interest or rights therein.

Payment for special facilities may be required by either of the following methods, or a combination of these methods, as prescribed by the Company:

- A. A single charge for the costs incurred or to be incurred by the Company due to such a special installation, or
- B. A monthly charge of one-twelfth of the Company's annual fixed cost, plus cost of maintenance to provide such a special installation. The monthly charge will be discontinued if the special requested facilities are removed or if the customer eventually qualifies for the originally requested special facilities.

**5.4 AUTOMATIC PROTECTIVE LIGHTING SERVICE**

When requested by a customer, the Company will provide area and directional units service to that customer, except a municipality or other governmental body if the service would be used for street lighting purposes. The Company will own, operate and maintain the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. The Company will furnish all electric energy required for operation of the unit at the monthly rate per unit provided in the Company's rate schedule for Automatic Protective Lighting Service.

The Company will install a lighting unit on an existing utility-owned wood pole upon which the Company's 120 volt or 277 volt lines are attached without an additional charge. Additional wood poles, overhead lines and underground service are available upon payment of a one-time charge. Optional monthly payments are available for requests for wood poles and overhead lines. A removal charge will be made if the customer discontinues service in less than three years.

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Case No.	PU-07-776		Order Date:	12-31-08

**5.5 REPLACEMENT OF OVERHEAD WITH UNDERGROUND**

- A. General. The Company will replace its overhead facilities with underground facilities upon the request of a customer, a group of customers, or upon lawful order of a municipality. The benefited customers will be charged the value of the undepreciated life of the overhead facilities being removed and removal costs, less salvage, plus the additional cost, if any, incurred by the Company in installing its underground distribution system, including distribution laterals and service laterals, instead of an equivalent overhead system. In addition, payment for each service lateral will be charged in accordance with Section 5.1, STANDARD INSTALLATION. At the customer's expense, the customer must engage an electrician to convert or adapt the customer's electrical facilities to accept service from the underground facilities to be installed. The Company will not remove its existing overhead service to a customer until after a period of time reasonably adequate for the customer to make the necessary alterations in the customer's electrical facilities to accept underground service.
- B. Urban Renewal. In an urban renewal area wherein 75% or more of the buildings in each block are being demolished, and undergrounding of electric lines is required either by the urban renewal plan or by ordinance, the Company will place underground, at its own expense, only that portion of its overhead facilities (excluding distribution and service laterals) that distribute power from main feeder lines to serve new and existing buildings within the renewal area. Main feeder lines or transmission lines that pass through an urban renewal area and serve other areas will be relocated or undergrounded only if the requesting party arranges to pay such costs. Each customer will be charged by the Company for installation of necessary underground distribution lateral or service lateral to the extent required in the Company's Section 5.1, STANDARD INSTALLATION. At the customer's expense, the customer must engage an electrician to convert or adapt the customer's electrical facilities to accept service from the underground facilities to be installed. The Company will not remove its existing overhead service to an undemolished building until after a period of time reasonably adequate for the customers to make the necessary alterations in their electrical facilities to accept underground service.

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**5.6 SERVICE CONNECTIONS**

The customer, without expense to the Company, will grant the Company right-of-way on the customer's premises for the installation and maintenance of the necessary distribution lines, service conductors and appurtenances, and will provide and maintain on the premises, at a location satisfactory to the Company, proper space for the Company's transformers, metering equipment and appurtenances.

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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 provide for the safekeeping of the Company's meters and other facilities and reimburse the Company for the cost of any alterations to the Company's lines, meters or other facilities necessitated by customer and for any loss or damage to the Company's property located on the premises. The exception is when such loss or damage is occasioned by the Company's negligence or causes beyond the control of the customer.

**5.7 TEMPORARY SERVICE**

The following special requirement is prescribed to govern temporary service:

A customer taking temporary service (less than five years) will pay the rate applicable to the class of service rendered and will pay in advance the Company's calculated cost, figured on a time and material basis, of the installation and removal of the facilities, including the meter required to furnish the desired service, less the salvage value of such facilities.

The Company may require the customer to make an advance payment sufficient to cover the estimated cost of service as described above.

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**SECTION 6 - CURTAILMENT OR INTERRUPTION OF SERVICE**

**6.1 REFUSAL OR DISCONTINUANCE OF SERVICE**

- A. With notice, the Company may refuse, discontinue, or curtail electric service for any of the following reasons:
1. If the customer is delinquent in payment for services rendered.
  2. For failure to comply with Company regulations on file with the Public Service Commission pertaining to installation and operation of utilization equipment, or for use of equipment which interferes with, or adversely affects the service to other customers. The customer shall be afforded reasonable opportunity to change or disconnect such equipment.
  3. If the Company's installed meter or other equipment has been tampered with, or if there is a diversion of service, or the customer is utilizing electricity before the energy has passed through a Company installed meter. The Company may discontinue service upon ten days written notice to the customer.
- B. The Company may not disconnect or discontinue service for:
1. Failure to pay for merchandise purchased from the utility,
  2. Failure to pay for a different class of service furnished by the utility,
  3. Failure to pay for service rendered to a previous occupant of the premises,
  4. Failure to pay the bill of another customer as guarantor thereof, or
  5. For nonpayment of a deposit.
- C. When a landlord or property management firm includes the cost of utility services in the rent and the utility bill is delinquent, before disconnecting service, the Company must also notify the tenants in writing at least ten days prior to the proposed termination date. The Company must allow each tenant to apply to become the customer of the Company in the tenant's name, to have the service to the rental facility continued or resumed, and to pay the pro rata share of the future bills to the Company. A tenant that becomes the customer of the Company under this provision shall be subject to all provisions of the Company's tariff.
- D. The Company shall not connect a customer until the customer has obtained all necessary permits from the proper authorities, such as permits, wiring affidavits, or necessary rights-of-way. Service may be denied to any customer for failure to comply with the applicable requirements of the Public Service Commission, or with the service regulations of the Company on file with the Public Service Commission. The Company may require the customer to sign an application for service and to make a deposit to ensure payment for service, before making a service connection.
- E. In the event of emergency conditions and conditions determined to be hazardous to the customer, other customers of the Company, the public, or the Company's employees, equipment, or service; when necessary to comply with any order or request of any governmental authority having jurisdiction, the Company may, without notice, refuse, discontinue, or curtail electric service when necessary to make emergency repairs, replacements, or changes in the Company's equipment. Any discontinuance of supply will not relieve the customer from its obligations to the Company.

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(Continued on Sheet No. 6-35)

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**6.2 CURTAILMENT OR INTERRUPTION OF SUPPLY**

Without notice, Company may curtail or interrupt service to any or all of its customers when in its judgment such curtailment or interruption will tend to prevent or alleviate a threat to the integrity of its power supply. In such event the judgment of the Company will be deemed conclusive on all parties involved. The selection by the Company of the customers to be curtailed or interrupted will also be conclusive on all parties concerned, and the Company will be under no liability for any such curtailment or interruption.

Any curtailment or interruption of supply will not relieve the customer from its obligations to the Company.

**6.3 BUSINESS INTERRUPTION**

If, for any cause not reasonably within the customer's control – including fire, explosion, flood, unavoidable accident, labor dispute, or government interference – the customer's electric load is substantially reduced because customer is partially or totally prevented from using all the electric service supplied by the Company, the demand ratchet portion of the Determination of Demand provision of the general service rates shall be suspended for the duration of the business interruption. Similarly, the Annual Minimum Demand Charge provision of customer contracts for the interruptible service rates shall be prorated to reflect the duration and level of customer's business interruption.

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**NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2**

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6

Original Sheet No. 36

Relocated from NDPSC No. 1 Sheet No. E 86.1

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**SECTION 7 - COMPANY'S RIGHTS**

**7.1 WAIVER OF RIGHTS OR DEFAULTS**

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

**7.2 MODIFICATION OF RATES, RULES, AND REGULATIONS**

The Company reserves the right, in any manner permitted by law, to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect.

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
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**RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY**

All Landlords and property managers responsible for residential rental units shall sign a *Residential Billing of Vacant Rental Property Agreement* and select either the Automatic Turn On (ATO) option or the Lock On Disconnect (LOD) option. The Company will confirm in writing the service option selected by each landlord/property manager. Until such confirmation has been made, a landlord/property manager's account(s) will not reflect either the ATO or LOD designation nor be subject to the disconnect/reconnect fees described in this tariff. The landlord/property manager will, however, be responsible for any other applicable tariff such as the Service Processing Charge.

The landlord/property manager may change their service option selection by written notice to the Company at any time. If a landlord/property manager's account becomes delinquent, the *Residential Billing of Vacant Rental Property Agreement* may be canceled for the buildings in question.

Anytime there is a tenant transition and it comes to the Company's attention that the landlord/property manager has not submitted a signed BVRP Agreement and has not selected either the ATO or LOD service option, the Company will mail BVRP Tariff information to the landlord/property manager. The landlord/property manager will have 15 business days to make a selection and submit the required forms; otherwise the Company will notify the landlord/property manager, in writing, of the account's LOD designation.

**AUTOMATIC TURN ON OPTION (ATO)**

If the landlord/property manager selects the ATO option, the Company shall bill the landlord/property manager for electric service in unoccupied rental unit(s) during periods of tenant vacancies. Under this option, the Service Processing Charge applicable to customer account name changes will not be applied. Electric service for vacant rental unit(s) will remain in the landlord/property manager's name until 1) a new tenant becomes the customer of record 2) the landlord/property manager (as agent for the tenant) applies for service, or 3) the landlord/property manager submits a request to cancel the ATO option in its entirety. If the ATO option is in effect, billings shall be the responsibility of the landlord/property manager if a new tenant occupies the rental unit but fails to apply for service.

**LOCK ON DISCONNECT OPTION (LOD)**

If the landlord/property manager selects the LOD option, service in rental unit(s) will be disconnected when the Company is notified that the tenant has vacated the property. Service in rental unit(s) will be reconnected when there is a new service request. For each LOD service, the landlord/property manager will be charged \$20.00 for disconnection or reconnection of either a single meter or multiple electric meters that are disconnected and/or reconnected on the same service trip to the same building. If the meter is unlocked to allow for preparation of the rental unit prior to a new tenant moving in, the landlord/property manager will not be assessed the Service Connection Charge but will be responsible for payment of all other Company services until the new tenant assumes service in their name.

(Continued on Sheet No. 6-38)

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**NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2**

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**GENERAL RULES AND REGULATIONS (Continued)**

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**RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY (Continued)**

**START/STOP SERVICE NOTIFICATION**

Tenant has the right to start or stop service in rental unit(s) by notifying the Company. Alternatively, the tenant may start or stop service in rental unit(s) by completing a "Residential Tenant Authorization Form for Tenant or Landlord to Start Service" and/or a "Residential Tenant Authorization Form for Tenant or Landlord To Stop Service" which authorizes the landlord/property manager to start or stop rental unit(s) service in tenant's name. Under the terms of this form, the tenant is the user of the service in rental unit(s) and is responsible for payment of all Company services from the Service Start Date through the Service Stop Date, which are selected and communicated by the tenant to the landlord/property manager. The tariff does not require tenants or landlords/property managers to use this form.

**RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY**

As stated in the *Residential Tenant Authorization Form for Tenant or Landlord to Start Service* and *Residential Tenant Authorization Form for Tenant or Landlord to Stop Service*, if the tenant fails to notify the Company or the landlord/property manager of the Service Stop Date, they will be responsible for all Company charges. If the tenant completes either form, the landlord/property manager is to fax the Form to the Company within one business day. If discrepancies arise pertaining to when the tenant actually left, either the landlord and/or tenant may be required to submit an affidavit attesting to proof of user of service in rental unit(s). Other acceptable documents such as signed and dated tenant move-out documentation may be requested from the landlord and/or tenant.

**RENTAL PROPERTY OWNERSHIP CHANGES**

Changes to either the ATO option or LOD option due to sale or transfer of ownership of facilities must be communicated to the Company in writing within three business days to avoid possible Late Payment Charges or other billing issues. The user of the energy is the person responsible for the payment of the energy bill. Non-energy usage issues are between the tenant and the landlord/property manager.

(Continued on Sheet Nos. 6-39, 6-40, 6-41 and 6-42)

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