

LARGE LOAD ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, is made by and between Dakota Electric Association, an electric distribution cooperative (“Dakota Electric”), and _____, hereafter called Member.

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

1. **LOCATION:** Electric service shall be furnished to Member’s premise located at _____ in the County of _____, State of Minnesota.
2. **SERVICE CHARACTERISTICS:** Dakota Electric agrees to supply and Member agrees to accept electric service in the form of _____ Phase, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _____, for Member’s use solely for the operation of electric equipment installed by Member.
3. **RATES:** All rates applicable to Member shall be assessed as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Dakota Electric’s Rate Book as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission.
4. **ESTIMATED LOAD:** The Member represents that it has provided accurate information to Dakota Electric indicating it will have an estimated average monthly billed demand of _____ kW with a load factor of _____%.
5. **DISTRIBUTION FACILITIES:** Dakota Electric agrees to install facilities throughout the term of this Agreement for Member’s use at the above location sufficient to serve the estimated load. Dakota Electric also agrees to provide additional capacity upon reasonable notice from Member specifying the additional amount of capacity and the date same will be required. Reasonable notice shall be construed as meaning ample time in which Dakota Electric can provide such additional capacity in its system as may be necessary.
6. **SERVICE EXTENSION:** Member may be responsible, at its cost, to provide certain capabilities or conditions prior to Dakota Electric’s installation of service, as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Dakota Electric’s Rate Book for Member’s specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission.
7. **CIAC:** If applicable, Dakota Electric will charge for and Member shall pay any contribution in aid of construction (CIAC) for any facilities installed to serve Member’s estimated load that are not justified by revenue from the Member’s estimated electric load or are considered over and above normal service. The total contribution in aid of construction - for the estimated load identified above is \$_____, as documented in the attached calculation, \$_____ is due prior to construction and the balance must be paid upon completion.

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8. **CIAC TRUE-UP:** The contribution in aid of construction will be reviewed 2 years, 3 years, and 4 years after permanent electric service goes into effect. At the 2 year and 3 year points, the CIAC will be recalculated based on the actual load during the most recent 12 months. If the difference between the CIAC calculation at either the 2 year or 3 year point and the original CIAC calculation is 25 percent or greater, then one-third of the difference will be charged or credited to the Member, as applicable, at that time. At the 4 year point, the CIAC will be recalculated based on the actual 12 month average load during the prior 36 months. The difference between the 4 year interval CIAC calculation and the original CIAC calculation will be charged or credited to the Member, net of any charges or credits applied at the 2 year and 3 year points. The Member will be subject to disconnection if CIAC true-up payments are not made at the 2 year, 3 year, and 4 year intervals as applicable.
9. **TERM:** This agreement will become effective on the date permanent service is energized and last for a period of (___) years. Thereafter, the agreement shall continue from year to year unless terminated by either party by at least six months written notice. This agreement shall automatically terminate in the event the Member discontinues all electric service or has its service disconnected by Dakota Electric for any reason. The termination of this agreement for any reason will not relieve Member of any payments due to Dakota Electric for any service provided pursuant to this agreement and Dakota Electric's tariffs, or for the full payment of amounts required pursuant to paragraph 10 of this agreement.
10. **TERMINATION:** If the Member elects to discontinue service prior to the end of the term of the agreement, or if the Member is disconnected for any reason, the Member agrees to pay the difference between the net CIAC payments made by Member and Dakota Electric's total investment for facilities to serve Member.
11. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Member's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Dakota Electric's Rate Book for Member's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

DAKOTA ELECTRIC ASSOCIATION

Print Full Name: _____
Signature: _____
Title: _____
Date: _____

MEMBER (_____)

Print Full Name: _____
Signature: _____
Title: _____
Date: _____