

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 1
SIoux FALLS 16th Revised Sheet No. 1
SOUTH DAKOTA Canceling 15th Revised Sheet No. 1

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

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SIOUX FALLS 13th Revised Sheet No. 2
SOUTH DAKOTA Canceling 12th Revised Sheet No. 2

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PRELIMINARY STATEMENT

TERRITORY SERVED

Northwestern Public Service Company provides electric service at retail in all portions of its Assigned Service Area established by the South Dakota Public Utilities Commission. Official Territorial Maps are on file with the Public Utilities Commission. The Company's Assigned Service Area includes the following communities:

Aberdeen	Cuthbert	Kranzburg	Scotland
Alpena	Dante	Lake Andes	Springfield
Amherst	Delmont	Lane	Stickney
Andover	Dimock	Lesterville	Storla
Armour	Doland	Letcher	Stratford
Ashton	Ethan	Lily	St. Lawrence
Athol	Faulkton	Loomis	Tripp
Avon	Florence	Loyalton	Tulare
Bancroft	Frankfort	Manchester	Turton
Barnard	Freeman	Mellette	Utica
Bemis	Garden City	Menno	Vayland
Blunt	Geddes	Miranda	Vienna
Bonilla	Goodwin	Mission Hill	Virgil
Bradley	Grover	Mitchell	Wagner
Brentford	Harrod	Mount Vernon	Wallace
Bristol	Hazel	Naples	Warner
Broadland	Henry	Northville	Webster
Butler	Highmore	Olivet	Wecota
Cavour	Hitchcock	Orient	Wessington
Chamberlain	Holabird	Parkston	Westport
Chelsea	Holmquist	Pierpont	White Lake
Claremont	Huron	Platte	Willow Lake
Clark	Iroquois	Ravinia	Wolsey
Columbia	Kampeska	Raymond	Woonsocket
Conde	Kaylor	Redfield	Yale
Corsica	Kimball	Ree Heights	Yankton
Cresbard	Kingsburg	Rockham	Zell

A map showing communities served with electric service at retail is on Sheet No. 3.

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CLASS OF SERVICE: Residential Dual-Fuel and Controlled Service RATE NO 15

(Continued)

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- b. An approved water heating installation shall include an approved time clock or other timing device which will retract service to installation to hours prescribed by the Company. Electrical energy will be supplied for a minimum of 10 hours during any 24 hour period.

- c. The water heater installation shall be equipped with thermostatically controlled non-inductive heating elements designed for a nominal voltage of 240 volts single phase service. Water heaters shall have a tank capacity of not less than 50 gallons and an electric capacity of not more than 5,000 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operations.

2. Space Heating

- a. Electric space heating shall be an approved dual fuel installation where electric space heating represents the primary source of space heating for the dwelling. The installation shall be designed to operate at 240 volts single phase and shall be permanently installed. Electric heating equipment shall be an alternate source of space heating to fuels other than natural gas or electricity.

- b. An approved dual-fuel installation shall be wired so that when electric service is interrupted, heating responsibility is immediately and automatically shifted to the alternately fueled heating system. In the event a customer seeking service pursuant to this tariff does not provide appropriate automatic switching control gear, a single waiver of responsibility for any possible damages must be received in lieu thereof. Electric service will be interrupted without notice to customer.

- c. Service pursuant to this rider is restricted to customer controllable requirements. No other equipment shall be connected without prior consent of the Company. The Company shall have the right to inspect installations to assure compliance with these provisions.

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SIOUX FALLS	<u>4th Revised</u> Sheet No. 6.1
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CLASS OF SERVICE: Irrigation Service

RATE NO. 17

(Continued)

3. The energy charge will be billed monthly based on consumption.

4. The applicable minimum seasonal charge will be billed to the customer in equal monthly installments during the five months, or the remaining months, of the irrigation season represented by the months of May through September inclusive, irrespective of whether the customer is billed for energy. All systems, unless otherwise directed by customer, will be energized at the beginning of the irrigation season and applicable facilities charges will be billed for the entire season. Demand charges will be billed in full for each month during the irrigation season after the commencement of energy usage. The customer may choose not to have his service energized and avoid applicable facilities charges; however, if a request to be energized occurs at any time during the irrigation season, the customer will be responsible for facilities and demand charges for the entire irrigation season.

5. If facilities charges are not billable during any two consecutive irrigation seasons, the Company may, at its option, remove its equipment (i.e. transformers, poles, conductors, etc.) or sell such equipment to the customer. If equipment is removed because the customer chose not to be subject to the minimum seasonal charge and chose not to purchase the facilities necessary to transmit service to the irrigation system, reconstruction of the service from the Company's lines to the system shall be at the customer's expense. All materials, except transformers, and all labor to install and remove facilities will be at the expense of the customer requesting service.

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SIoux FALLS 12th Revised Sheet No. 8
SOUTH DAKOTA Canceling 11th Revised Sheet No. 8

CLASS OF SERVICE: Reddy-Guard

RATE NO. 19

APPLICABILITY

This schedule is available for outdoor lighting of Residential, Commercial, Industrial, Farm and rural areas, and for street or highway lighting if regular street lighting is not feasible.

TERRITORY

Company's Assigned Service Area.

<u>RATE</u>	Nominal Rating <u>In Watts</u>	Rate Per Month <u>Unmetered</u>	Rate Per Month <u>Metered</u>
High Pressure Sodium Vapor	35	\$4.00	\$3.63
	50	\$4.15	\$3.63
	100	\$7.43	\$5.00
	150	\$7.75	\$5.88
	250	\$10.96	\$7.64
	400	\$12.94	\$8.05
	1000	\$27.07	\$14.92
Mercury Vapor	175	\$4.92	\$2.31
	250	\$6.24	\$2.88
	400	\$9.26	\$3.63
	1000	\$17.56	\$7.10
Metal Halide	175	\$5.05	\$2.73
	250	\$6.43	\$6.35
	400	\$9.43	\$8.05
	1000	\$17.56	
LED	48	\$8.13	\$7.31
	73	\$10.16	\$8.92

The "Unmetered" cost per lamp applies if the service to the Reddy-Guard unit is not metered. The "Metered" cost per lamp applies if the kilowatt hour use is metered and included with the Customer's service bill.

Adjustment Clauses

- a. Adjustment Clause shall apply.
- b. Tax Adjustment Clause shall apply.
- c. Bill Crediting Program shall apply.

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CLASS OF SERVICE: General Service

RATE NO. 21

APPLICABILITY

This schedule is available to all non-residential customers for non-domestic general service. Customers must have measurable demand requirements of less than 20 kilowatt with the exception of athletic fields, outdoor theaters, and churches, or where it can be demonstrated that customer load requirements occur during evenings or weekends. Service provided under this schedule shall be single phase or three phase if three phase power is available.

TERRITORY

Company's Assigned Service Area

RATE

Per Meter
Per Month

Customer Charge \$10.00

Energy Charge (to be added to the Customer Charge):

First 200 kilowatt hours, per kilowatt hour	\$0.12118
Next 800 kilowatt hours, per kilowatt hour.....	\$0.10686
Over 1000 kilowatt hours, per kilowatt hour	
Summer Period (June 1 - September 30).....	\$0.10686
Winter Period (October 1 - May 31)	\$0.08542
Minimum Charge	\$10.00

Adjustment Clauses

- a. Adjustment Clause shall apply.
- b. Tax Adjustment Clause shall apply.
- c. Bill Crediting Program shall apply.

OTHER PROVISIONS

Service will be furnished under the Company's General Terms and Conditions.

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CLASS OF SERVICE: Commercial Space Heating and Cooling RATE NO. 24 (N)

(Continued)

3. All service under this schedule shall be separately metered. The customer will purchase, install and maintain all required electrical equipment, except for the meter. The Company will supply and maintain appropriate metering equipment.
4. Service pursuant to this or a comparably constructed rate or rider shall be available for space heating purposes for a period of not less than 10 years after commencement of service.

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Discounted Energy Option Rider

OPTION X

(Continued)

OTHER PROVISIONS

Service will be furnished under the Company's General Terms and Conditions and the following provisions:

1. Company reserves the right to review and make appropriate adjustments to BPMC in the event of subsequent discovery that inappropriate consumption data was utilized in the determination of BPMC.

2. Base period consumption in the determination of BPMC will remain constant through May 1, 1987. After May 1, 1987, base period consumption may be increased annually to the extent of the lesser of actual adjusted monthly consumption or 110% of monthly consumption included in the most recent BPMC determinations.

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Extended Service Rider

OPTION L

(Continued)

OTHER PROVISIONS

- 1) The applicability of monthly customer and minimum charges, adjustment clauses and other provisions is unaffected by this rider. Stated provisions of tariff schedule under which load is being served shall remain in effect.

- 2) This discount may not be used concurrently with any other discounting pursuant to tariff or special contract.

- 3) The Company reserves the right to reject customer loads for which sufficient capacity is not available or where said loads may otherwise jeopardize Company's system or the welfare of existing customers. D
T
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- 4) The Company, at its option, may terminate the Option L agreement if the Customer's demand or energy use is reduced on an annual basis by 10% or more. T

- 5) Revenues which may be lost by the Company by reason of its entering into agreements under Option L shall not be recovered from its customers irrespective of their customer class. The determination of whether revenues have been lost shall be made by the South Dakota Public Utilities Commission in a rate proceeding or in a proceeding pursuant to SDCL 49-34A-26. T

- 6) Discounts offered under Option L shall be applied to standard rates as approved by the South Dakota Public Utilities Commission from time to time.

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SOUTH DAKOTA Canceling 9th Revised Sheet No.25

CLASS OF SERVICE: Company or Customer Owned Highway, Street and Area Lighting Systems
 (Continued) RATE NO. 56

<u>Metal Pole Mounting</u>	Nominal Rating In <u>Watts</u>	Company Owned Rate <u>Per Month</u>	Customer Owned Rate <u>Per Month</u>	
High Pressure Sodium Vapor	50		\$0.73	N
	100	\$19.07	\$1.48	I
	150	\$19.39	\$2.08	I
	250	\$22.01	\$3.19	I
	400	\$23.78	\$4.76	I
	1000	\$37.74	\$11.82	I
Mercury Vapor	175	\$11.98	\$2.14	I
	250	\$16.34	\$2.76	I
	400	\$18.92	\$4.84	I
	1000	\$28.99	\$8.80	I
Metal Halide	175	\$19.20		N
	250	\$20.55	\$3.52	N
	400	\$21.55	\$4.48	N
LED	51	\$23.41	\$0.61	N
	103	\$25.50	\$1.24	N
	154	\$31.96	\$1.85	N
	206	\$36.26	\$2.47	N
	309	\$43.60	\$3.71	N
<u>Wood Pole Mounting</u>				
High Pressure Sodium Vapor	50		\$0.73	N
	100	\$11.03	\$1.48	I
	150	\$11.34	\$2.08	I
	250	\$15.18	\$3.19	I
	400	\$16.96	\$4.76	I
	1000	\$30.99	\$11.82	I
Mercury Vapor	175	\$8.39	\$2.14	I
	250	\$12.96	\$2.76	I
	400	\$14.32	\$4.84	I
	1000	\$20.43	\$8.80	I
Metal Halide	250	\$15.51	\$3.52	N
	400	\$17.36	\$4.48	N
LED	51	\$15.37	\$0.61	N
	103	\$17.46	\$1.24	N
	154	\$23.92	\$1.85	N
	206	\$29.43	\$2.47	N
	309	\$36.77	\$3.71	N

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SOUTH DAKOTA	Sheet No.25.1
	Canceling <u>7th Revised</u> Sheet No.25.1

CLASS OF SERVICE: Company or Customer Owned Highway, Street and Area Lighting Systems RATE NO. 56

(Continued)

Distribution Pole Mounting

High Pressure Sodium Vapor	50		\$0.73
	100	\$7.22	\$1.48
	150	\$7.53	\$2.08
	250	\$10.66	\$3.19
	400	\$12.58	\$4.76
	1000	\$26.32	\$11.82
Mercury Vapor	175	\$4.79	\$2.14
	250	\$6.06	\$2.76
	400	\$9.01	\$4.84
	1000	\$17.07	\$8.80
Metal Halide	250	\$10.99	\$3.52
	400	\$12.98	\$4.48
LED	51	\$11.58	\$0.61
	103	\$13.67	\$1.24
	154	\$20.13	\$1.85
	206	\$24.94	\$2.47
	309	\$32.28	\$3.71

Adjustment Clauses

- a. Adjustment Clause shall apply.
- b. Tax Adjustment Clause shall apply.
- c. Bill Crediting Program shall apply.

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OTHER PROVISIONS

Customer requested poles outside of the following list may result in a contribution from the customer for the additional material and installation costs:

- Distribution Pole
- Wood Pole (35 feet)
- Metal Pole (20 feet)

For Customer Owned wattages other than those listed above, a rate of \$0.04135 will be used to calculate the monthly charge.

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SOUTH DAKOTA	<u>Canceling 2nd Revised</u>	Sheet No.25.2

CLASS OF SERVICE: Company or Customer Owned Highway, RATE NO. 56
Street and Area Lighting Systems

(Continued)

Due to the Energy Policy Act of 2005, after May 1, 2008, the T
Company will no longer install Mercury Vapor fixtures for new installations. L

Service will be furnished under the Company's General Terms and Conditions and the L
following provisions: L

Company Owned

1. The Company shall install, own and operate the lighting system. The type and kind L
of luminaries and supports will comply with Company specifications. L
2. The lamp shall be lighted and extinguished by a photo-electric control furnished by L
the Company. The hours of burning shall be every night from dusk until dawn. L
3. Replacement of lamps due to ordinary burnout shall be made at Company expense L
during regularly scheduled working hours.
4. Installations served pursuant to this rate schedule shall be unmetered.
5. Company will disconnect and reconnect the lighting systems as requested. L
Billings for this service will not be less than the Customer Connection Charge. L
The Customer will be billed the costs directly chargeable to the job unless that L
cost is less than the Customer's Connection Charge.

Customer Owned

1. Customer shall install, own and maintain the lighting system consisting of the poles, L
fixtures, and circuits up to the nearest point of attachment to Company's facilities L
used to deliver power to Customer's system. The nearest point will be designated by L
the Company.
2. Company will disconnect and reconnect the lighting systems as requested. Billings L
for this service will not be less than the Customer Connection Charge. The L
Customer will be billed the costs directly chargeable to the job unless that cost is less L
than the Customer Connection Charge.
3. Installations served pursuant to this rate schedule shall be unmetered.

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CLASS OF SERVICE: Small Qualifying Facility Rider RATE NO. 74
(Time of delivery energy service)

(Continued)

- (c) to customers who purchase from the Company all electric load requirements which are in excess of the simultaneous output from the facility and sell to the Company all output which is in excess of the simultaneous load, or
 - (d) to customers who purchase their entire electric load requirements from the Company and sell the entire output from the facility to the Company.
2. Customer must comply with the applicable requirements of South Dakota Public Utilities Commission Administrative Rules 20:10:36 including but not limited to a Tier 1 or Tier 2 Interconnect Request, an Interconnect Agreement and a Certificate of Completion. The minimum contracted term of service is 12 months. The rate contained in this tariff is subject to annual review. T
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3. Customer must provide a service disconnect that is accessible by Company employees at all times.
4. In order to qualify for capacity payments, the small qualifying facility must be able to deliver power at a minimum on-peak capacity factor of 65% in the months of June – September and must be able to deliver during the Company’s summer peak. Capacity payments will only be made in the months of June – September and will be updated annually as needed.

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 12th Revised Sheet No. 32
SOUTH DAKOTA Canceling 11th Revised Sheet No. 32

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 3
SIOUX FALLS	<u>5th Revised</u> Sheet No.33.1
SOUTH DAKOTA	Canceling <u>4th Revised</u> Sheet No.33.1

(Continued)

- vi. Revenue generated by the Sale of Renewable Energy Credits less expenses will be credited to customers. T

- vii. The cost of reagents and treated water used by the Company to operate its generating plants, in compliance with the associated United States Environmental Protection Agency rules and regulations. T

- viii. Production Tax Credits provided by the generation of energy from the Company's Wind Generation Facilities. T

- c. Ad Valorem Taxes paid: T
All ad valorem taxes accrued and adjusted for actual tax payments less recovery through (a) or (b) above, if any. T

- d. Commission approved fuel incentives: T
All Commission approved incentives, if any, less recovery pursuant to (a), (b), or (c) above, if any. T

- 3. Sales shall be all kilowatt hours sold, excluding inter-system sales. Sales shall be equated to the sum of generation, purchases, and interchange-in, less energy associated with pumped storage operations, less inter-system sales referred to in paragraph (2) (b) (iv) above, less system losses. T

- 4. Variances in actual qualified costs incurred and costs recovered through the Adjustment Clause mechanism will be separately measured monthly for the delivered cost of energy, delivered cost of fuel, ad valorem taxes paid, and South Dakota Public Utilities Commission approved fuel incentives. All accrued over or under variances shall be assessed a carrying charge or credit based upon the overall rate of return allowed by the South Dakota Public Utilities Commission in the Company's last general rate filing. Each applicable end-of-quarter true-up balance, adjusted for the next nine month's estimated over or under collection of cost, will be amortized into rates over the last twelve months of the subsequent thirteen month period.

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 3
SIOUX FALLS	297th Revised
SOUTH DAKOTA	Canceling 296th Revised
	Sheet No. 33a
	Sheet No. 33a

ADJUSTMENT CLAUSE RATES

	Per KWH
	<u>Per Month</u>
<u>Delivered Cost of Energy - Energy Charge:</u>	
Rate No. 10 - Residential Service	\$0.01292
Rate No. 11 - Residential Service with Space Heating	\$0.01292
Rate No. 14 - Residential Space Heating and Cooling	\$0.01292
Rate No. 15 - Residential Dual Fuel and Controlled Services	\$0.01292
Rate No. 16 - Interruptible Irrigation Service	\$0.01406
Rate No. 17 - Irrigation Service	\$0.01406
Rate No. 18 - Off Peak Irrigation Service	\$0.01406
Rate No. 21 - General Service	\$0.01406
Rate No. 23 - Commercial Water Heating	\$0.01406
Rate No. 24 - Commercial Space Heating and Cooling	\$0.01406
Rate No. 25 - All-Inclusive Commercial Service	\$0.01406
Rate No. 41 - Municipal Pumping Service	\$0.01178
Rate No. 70 - Controlled Off Peak Service	\$0.00988
Rate No. 19 - Reddy-Guard, Rate No. 56 - Street and Area Lighting	\$0.01292

	Per KW
	<u>Per Month</u>
<u>Delivered Cost of Energy - Demand Charge:</u>	
Rate No. 33 - Commercial and Industrial Service	\$3.04
<u>Rate No. 34 - Large Commercial and Industrial Service</u>	<u>\$3.04</u>

(Continued)

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 3
SIOUX FALLS	80th Revised
SOUTH DAKOTA	Canceling 79th Revised
	Sheet No. 33b
	Sheet No. 33b

ADJUSTMENT CLAUSE RATES (cont'd)	Per KWH	
	Per Month	
<u>Ad Valorem Taxes Paid - Energy Charge</u>		
Rate No. 10 - Residential Service.....	\$0.00238	R
Rate No. 11 - Residential Service with Space Heating.....	\$0.00238	R
Rate No. 14 - Residential Space Heating and Cooling.....	\$0.00238	R
Rate No. 15 - Residential Dual Fuel and Controlled Services.....	\$0.00238	R
Rate No. 16 - Interruptible Irrigation Service.....	\$0.00259	R
Rate No. 17 - Irrigation Service.....	\$0.00259	R
Rate No. 18 - Off Peak Irrigation Service.....	\$0.00259	R
Rate No. 21 - General Service.....	\$0.00259	R
Rate No. 23 - Commercial Water Heating.....	\$0.00259	R
Rate No. 24 - Commercial Space Heating and Cooling.....	\$0.00259	R
Rate No. 25 - All-Inclusive Commercial Service.....	\$0.00259	R
Rate No. 41 - Municipal Pumping Service.....	\$0.00218	R
Rate No. 70 - Controlled Off Peak Service.....	\$0.00182	R
Rate No. 19 - Reddy-Guard, Rate No. 56 - Street and Area Lighting.....	\$0.00241	R
	Per KW	
	Per Month	
<u>Ad Valorem Taxes Paid - Demand Charge:</u>		
Rate No. 33 - Commercial and Industrial Service.....	\$0.56	R
Rate No. 34 - Large Commercial and Industrial Service.....	\$0.56	R
	Per KWH	
	Per Month	
<u>Delivered Cost of Fuel - All Energy Usage:</u>		
All Rate Schedules.....	\$0.01731	I

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 3
SIOUX FALLS	<u>71st Revised</u> Sheet No. 35
SOUTH DAKOTA	Canceling 70th Revised Sheet No. 35

**Bill Crediting Program
Western Area Power Administration & Yankton Sioux Tribe**

Billings to qualifying Customers (designated by the Yankton Sioux Tribe, the "Tribe", as eligible tribal members) will reflect an adjustment for preference power committed by the Western Area Power Administration ("Western") to the Tribe for its members. The adjustment will reflect the difference between the composite rate for energy per KWH (designated annually by Western for the Tribe) and the Company's composite rate for energy in a bill crediting program credit rate. At the end of each quarter, the Company will calculate a revised bill crediting program credit rate, adjusting for variances between the estimated energy amounts for the program and the actual energy usage by the eligible tribal member Customers for the quarter. Such variances will be assessed a carrying charge or credit based upon the overall rate of return allowed by the Commission in the Company's last general electric rate filing. The revised credit rate will then be utilized during the following 3 months, coinciding with changes in NorthWestern's adjustment clause rates.

	<u>Per KWH</u>	
<u>Yankton Sioux Bill Credit – Energy Charge</u>	<u>Per Month</u>	
All Rate Schedules – (Credit Charge)	\$0.01130	R

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 8th Revised Sheet No. 36
SOUTH DAKOTA Canceling 7th Revised Sheet No. 36

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY SIoux FALLS SOUTH DAKOTA	Section No. 5 8th Revised Sheet No. 1 Canceling 7th Revised Sheet No. 1
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GENERAL TERMS AND CONDITIONS

APPLICABILITY

These General Terms and Conditions apply to all classes of electric service unless otherwise indicated on the rate schedule.

CUSTOMER CONNECTION CHARGE

Customer Connection is defined as attaching a Customer to receive utility service upon a request for new service or reconnection of discontinued service (Customer Connection does not include the reconnection of a Customer whose utility services were discontinued due to nonpayment of utility bills. Reconnection charges for such Customers are based on the Company's hourly rates for service work with a one hour minimum.) The amount of the Customer Connection Charge will be \$20.00 for all Customer Connections during normal business hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays, and \$65.00 for Customer Connections during other than regular business hours. Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours. The connection charge will be billed on all Customers applying for electric service. The Customer Connection Charge shall be paid by the Customer receiving power and energy from the Company, and is due and payable upon presentation. If a bill is not paid, the Company shall have the right to refuse service. The Customer, Landlord or representative (at least the legal age of majority) may be required to be present during the Service turn-on.

ACCESS TO PREMISES

The Company has the right of access to the Customer's premise, including right-of-way, at all reasonable times for the purpose of installing, reading, inspecting, or repairing any service lines, meters, devices, and other equipment and facilities used in connection with furnishing of any or all service, including any necessary repairs and maintenance, or for the purpose of removing its property and for all other proper purposes. In addition, the Company may require the customer, Landlord or representative (at least the legal age of majority), be present when performing work inside a customer's facility.

OWNER'S CONSENT TO OCCUPY

In case the Customer is not the owner of the premises or of the intervening property between the premises and the Company's lines, the Customer will obtain from the property owner(s) the necessary consent to install, operate and maintain in said premises all such electric equipment as is necessary or convenient for supplying electricity to the Customer.

CUSTOMER'S INSTALLATION

The Customer will furnish and own all interior wiring and equipment for use of the service, conduit for underground services, and all poles, wires, meter sockets, and fixtures necessary to distribute such service from the point of service attachment to the various buildings served. Point of service attachment is defined as that point where the facilities of the Company are physically connected to the facilities of the Customer. In general, the point of attachment on overhead services is where the Company's conductors enter the weather head and, for underground services, is where the Company's conductors connect to the top of the Customer's meter socket.

All wiring and equipment furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the constituted authorities and with all Terms and Conditions of the Company.

(Continued)

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY SIoux FALLS SOUTH DAKOTA	Section No. 5 4th Revised Canceling 3rd Revised Sheet No. 2 Sheet No. 2
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GENERAL TERMS AND CONDITIONS

(Continued)

PROTECTION OF COMPANY'S PROPERTY

The Customer will properly protect the Company's property on the Customer's premises from loss or damage and will permit no one who is not an agent of the Company to remove or tamper with the Company's property. Under applicable laws, in any case of tampering or interfering with the proper functioning of a meter installation (including, specifically, the Company's meter seal) or evidence thereof or of any theft or any diversion of electric service, the Customer will be liable to prosecution, and the Company will be entitled to collect from the Customer, at the appropriate rate, for all power and energy not recorded on the meter by reason of such tampering, interfering, theft or diversion of service, in an amount which may be estimated by the Company from the best available data, together with all expenses incurred by the Company as a result of such unauthorized acts.

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METERING

The service used will be measured by a meter or meters to be furnished and installed by the Company at its own expense; provided however Customers are responsible for arranging and paying for a telephone line when electronic metering is installed for a Customer. Upon the registration of said meters all bills will be calculated. If more than one meter is installed on different classes of service (each class being charged for at different rates) each meter will be considered by itself in calculating the amount of any bill. Meters include all measuring instruments. Meters will be located as near as possible to the service entrance and on the ground floor of the building in a clean, dry, safe and easily accessible place, free from vibration, or at such other point selected by the Company.

Commercial Customers having more than one power or heating meter, or both will be billed under the appropriate commercial rate. The billing department will either add the consumption and bill in one amount under the proper rate or bill separately under the correct rates for services as used by the Customer. If the Customer has two or more services of different characteristics and does not care to change the necessary wiring and entrances, he will be billed at the applicable separate rate until the physical wiring changes are made at his expense.

Where, at the Customer's request, the Company has installed primary metering or MV90 metering with electronic totalizing application, unless otherwise approved by the Company, the Customer will own and be responsible for the maintenance of all electric lines and facilities, other than transformers, from a single point of delivery, and the Company will combine all usage for billing purposes.

SUB-METERING

Sub-metering will not be permitted unless it is at the same premises and either the Customer or the Company have compelling reasons for not combining the existing services into one service and one meter. Under no circumstances shall a Customer's wiring cross a public street or alley.

METERING FOR RESALE

A Customer is not permitted to receive power or energy through one meter and resell such power or energy to another user through separate meters, regardless of who owns the meter serving the ultimate user.

(Continued)

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 5
SIoux FALLS 4th Revised Sheet No. 3
SOUTH DAKOTA Canceling 3rd Revised Sheet No. 3

GENERAL TERMS AND CONDITIONS

(Continued)

METER TEST BY CUSTOMER REQUEST

Any Customer may request the Company to test its electric meter. The Company shall make such test as soon as possible after receipt of the request. If a request is made within one year after a previous request, the Company may require a residential Customer to pay a \$10 deposit and may require any other Customer to pay a deposit in the following amount:

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Single Phase Meter	\$10.00
Single Phase Demand and Self-Contained 3-Phase Meter	\$20.00
All other Polyphase	\$30.00

The deposit shall be refunded only if the meter is found to have an unacceptable error, as defined in the Commission's regulations.

BYPASSING OR TAMPERING WITH METERING FACILITIES

Customers shall not interfere in any way with the metering facilities after they have been set in place. In cases where the meter seal is broken or the working parts of the meter have been tampered with or the meter damaged or there is evidence that a bypass has been used, the Company may render a bill for the current billing period based upon the estimated use, considering past experience under similar conditions and may, in addition thereto, charge for the actual cost of repairing or replacing said meter and connections. In instances where a disconnected customer has reconnected their own service, the Company may charge \$100 to correct the unauthorized changes and reconnect the service. Service may be discontinued or refused at the premises where such bypassing or tampering has occurred until all such charges are paid. Legal action may also be pursued in the instance of meter tampering. This section does not apply to metering facilities that are damaged by acts of God.

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MASTER METERING

All buildings, mobile home parks, and trailer courts for which construction was begun after June 13, 1980, shall be metered separately for each residential or commercial unit, with the exception of hospitals; nursing homes; transient hotels and motels; dormitories; campgrounds; other residential facilities of a purely transient nature; central heating or cooling systems; central ventilating systems; central hot water systems; residential multiple occupancy building of only two units, one of which unit is occupied by the owner of the building; and multiple occupancy buildings constructed, owned, or operated with funds appropriated through the Department of Housing and Urban Development or any other federal or state government agency. Any existing multiple occupancy building receiving master metered service which is substantially remodeled or renovated for continued use as a multiple occupancy building, if such remodeling or renovation is begun after June 13, 1980, shall be individually metered, unless the building meets any of the exceptions listed above or unless the owner of such building demonstrates to the satisfaction of the South Dakota Public Utilities Commission that conversion from master metering to individual metering would be impractical uneconomical, or unfeasible.

The restrictions against master metering, contained in the preceding paragraph, are waived to the extent requests for variances, are granted by the South Dakota Public Utilities Commission.

DETERMINATION OF MEASURED DEMAND

The measured demand will be the average number of kilowatts used by the Customer during the 15 minute period of maximum use during the billing month.

(Continued)

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 5
SIoux FALLS 8th Revised Sheet No. 4
SOUTH DAKOTA Canceling 7th Revised Sheet No. 4

GENERAL TERMS AND CONDITIONS

(Continued)

DETERMINATION OF BILLING DEMAND

The average power factor is defined as the quotient obtained by dividing the number of kilowatt-hours (kwh) used during the billing period by the square root of the sum of the squares of the number of kilowatt-hours used and the number of leading or lagging reactive kilovolt-ampere-hours (KVARH) supplied during the same period.

$$\text{Average Power Factor} = \frac{\text{KWH}}{\text{SQUARE ROOT (KWH}^2 + \text{KVARH}^2)}$$

The Company reserves the right to make monthly tests to determine the average power factor of the Customer's installation. The average power factor for the month may be determined by permanently installed metering equipment or by periodic test under normal operating conditions. Test will be made at the metering point.

If the monthly average power factor of any metering point is less than 95% for:

a) Accounts with measured demand

Adjusted demand will be determined by multiplying measured demand (kilowatt) by 95% divided by the average power factor applicable to the billing period as previously determined. The billable power factor adjustment will be the resulting increase in billable demand at the demand charge rate as shown on Sheet No. 14, plus applicable adjustments as shown on Sheets No. 33a and 33b.

b) Accounts without measured demand

Adjusted energy will be determined by multiplying measured energy (kilowatt hours) by 95% divided by the average power factor applicable to the billing period as previously determined. The billable power factor adjustment will be the resulting increase in billable energy at energy rates pursuant to rate schedules otherwise applicable.

MONTHLY BILLS

(a) Bills for service will be rendered monthly unless otherwise specified. The term "month" for billing purposes will mean the period between any two consecutive readings of the meters by the Company, such readings to be taken as near practicable every thirty days.

(b) Failure to receive a bill in no way exempts Customers from the provisions of these Terms and Conditions.

(c) When the Company is unable to read a meter after a reasonable effort, the Customer will be billed based on the Company's best estimate, considering billings for the previous year, the previous month, and estimated peak usage, and the billing adjusted when the meter is read.

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NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 5
SIoux FALLS 2nd Revised Sheet No. 5
SOUTH DAKOTA Canceling 1st Revised Sheet No. 5

GENERAL TERMS AND CONDITIONS

(Continued)

TERMS OF PAYMENT

Bills are due and payable upon receipt and will be delinquent if not paid by the 20th day after billing. A late payment charge of 1% of the unpaid balance plus a collection fee of \$2.00 will be assessed against any delinquent account having an unpaid balance of \$5.00 or more at the time of processing of the next monthly bill. Where a Customer has been disconnected for non-payment of a bill, a reconnection charge will be assessed in accordance with the Company's concurrent connection policy. There shall be a charge of \$30.00 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.

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OPTIONAL RATES

When two or more rates are available for certain classes of service, the conditions under which they are applicable to the requirements of particular Customers are plainly set forth in the Company's rate schedule. If a Customer is eligible to receive service under more than one rate, the utility, upon notice of this fact, shall advise the Customer of all alternatives. The choice of such rates lies with the Customer who will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate.

Thereafter, the Company will upon request advise the Customer as to the rate best adapted to existing or anticipated service requirements as defined by the Customer, but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected after service is originally provided.

The Customer should periodically investigate his operating conditions with a view to determining desirable changes from one available rate to another. The Company, lacking knowledge of changes which may occur at any time in the Customer's operating conditions, does not assume responsibility that Customers will be served under the most favorable rate nor does the Company make refunds covering the difference between the charges under the rates in effect and those under the rate applicable to the same service except if an unfavorable rate was initially selected by the Customer at the time of provision of service and the first paragraph above set forth was not complied with in whole or in part.

A Customer, having selected a rate adapted to his service, may not change to another rate within a twelve month period unless a substantial change in the character or conditions of his service occurs which is unrelated to a rate which is based on annual or seasonable considerations.

DISCONTINUANCE OF SERVICE

In addition to the provisions of ARSD 20:10:20, the Company has the right to discontinue service to a Customer in the event that an unsafe service condition exists on the Customer's premises, which is likely to cause injury to person or property. The Company will notify the Customer prior to such disconnection, if practical under the circumstances.

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 5
SIoux FALLS 5th Revised Sheet No. 6
SOUTH DAKOTA Canceling 4th Revised Sheet No. 6

GENERAL TERMS AND CONDITIONS

(Continued)

BUDGET PAYMENT PLAN

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The Company's Budget Bill Plan (BBP) is available to residential and commercial customers. It may be initiated for a customer at any time during the year, provided that the Customer has paid all outstanding utility charges due the Company.

The Company will have a billing practice under which a Customer may be billed monthly for a percentage or portion of the Customer's total annual consumption as estimated by the Company. The purpose of such budget billing is to provide, insofar as it is practicable to do so, a uniform monthly bill.

Each BBP account will be reviewed by the Company at least semi-annually, based on their Budget Billing start date, to determine if an adjustment to the budget amount is necessary, to minimize annual over/under collection balances. The new BPP will be determined by adding the Customer's actual debit or credit balance, at the time of review, to the Customer's prior 12 months billings under current tariff rates, adjusted for normal weather, known changes in consumption, and projected Adjustment Clause price increases or decreases, the sum of which is divided by twelve. Where prior billings are not available, the Company will estimate billings using the best available information of Customer's consumption.

Should a Customer request that the Company not take the actual debit or credit balance into consideration when calculating a revised budget amount, the Company will issue a check to a Customer with a credit balance or bill the Customer for any debit balance.

Service to Customers participating in the BPP shall be pursuant to the General Terms and Conditions of service including the Terms of Payment provisions contained therein, provided, however, that service to a BBP Customer will not be disconnected for non-payment if the Customer has a credit balance in his account. A Customer may discontinue participation in the BBP at any time.

RESIDENTIAL WATER HEATER RESTRICTION

Residential water heater installation shall be equipped with thermostatically controlled non-inductive heating elements designed for a nominal voltage of 240 volts single phase service. Water heaters shall have an electric capacity of not more than 5000 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operation. Tankless water heaters are permitted only with prior notification to the Company and may require a Contribution in Aid of Construction (CIAC), for required system upgrades. Once the CIAC has been received by the Company, the Company will make the required upgrades and allow installation of the tankless water heater.

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 5
SIoux FALLS	2nd Revised Sheet No. 6.1
SOUTH DAKOTA	Canceling 1st Revised Sheet No. 6.1

GENERAL TERMS AND CONDITIONS

(Continued)

CUSTOMER'S EQUIPMENT

The transformers, service conductors, meters and other equipment used in furnishing 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.

Individual motors over 1/2 horsepower and/or having a rating exceeding 7 1/2 amperes shall be connected to a line to line circuit.

Single phase motors exceeding 5 horsepower and/or with locked rotor current exceeding 100 amperes shall not be connected to the Company's system without prior Company approval. Motors of 10 horsepower or over must be supplied with three-phase service. The Company reserves the right to limit the size of motors that may be operated on any part of its system, for operational purposes.

Any motor, when started on full-rated voltage, causes a drop in voltage on the electrical system serving it and may cause unsatisfactory operation of other equipment. In those installations where starting currents have, or will have, a detrimental effect on the system or other equipment, the Customer will be required to install suitable starting devices to limit starting currents to allowable amounts. Information as to starting currents allowable in the service area should be obtained from the Company's local office. The Company will endeavor to suggest ways and means of meeting such requirements.

PROTECTION SERVICE

The Company cannot render service to any Customer for the operation of any device which has a detrimental effect upon the service rendered to other Customers. The Company, however, will endeavor to cooperate with its Customers when consulted concerning the intended use of any device.

Where the Customer's use of electricity is intermittent or subject to violent fluctuations, the Company reserves the right to require the Customer to furnish at his own expense suitable equipment to reasonably limit such intermittence or fluctuation.

CONTINUITY OF SERVICE AND VOLTAGE REGULATION

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. The Company will furnish electric service within normal voltage and frequency limits, provided, however, if the normal voltage regulation furnished Customers is unsatisfactory for

(Continued)

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 5
SIOUX FALLS	<u>6th Revised</u> Sheet No. 7
SOUTH DAKOTA	Canceling 5th Revised Sheet No. 7

GENERAL TERMS AND CONDITIONS

(Continued)

special apparatus requiring close regulation, or if the Customer's electrical appliances are subject to damage due to high or low voltage, the single phasing of three-phase service, phase reversals, or other fluctuations in the quality of service furnished by the Company, then the Customer shall install regulative apparatus and protective devices at his own expense. Without notice, the Company may curtail or interrupt service to any or all of its Customers when, in its judgment, such curtailment or interruption will prevent or alleviate a threat to the integrity of its power supply.

To assure adequate safety to personnel and equipment, the Customer shall provide and maintain code-approved protective devices in each phase to protect all motors against overloading, short circuits, ground faults and low voltage, and to protect all three-phase motors against single-phasing.

Computers and other sensitive electronic equipment, which require high grade, uninterrupted power, may, on occasion, experience problems when connected directly to the Company's distribution system. The Customer should check with an electric dealer, wireman, contractor, engineer, or architect to ascertain the need for Customer-supplied lightning arresters, surge suppressors, isolation transformers, by-pass meter socket, standby or uninterruptible power supplies.

LIABILITY

The Customer assumes all responsibility for all service and equipment at and from the Customer's point of service attachment of such service, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring by such services and equipment, except where said injury or damage is shown to have been occasioned solely by the negligence of the Company.

AGENTS CANNOT MODIFY AGREEMENT

No agent has power to amend, modify, alter or waive any of these Terms and Conditions, or to bind the Company by making any promise or representation not contained herein. However, the Company will continue its policy of attempting to accommodate Customers and Customer problems wherever possible.

COGENERATION AND SMALL POWER PRODUCTION

Qualifying Facility. A qualifying facility (QF) is a power production or cogeneration facility which has received qualifying status under the Public Utility Regulatory Policies Act of 1978 (PURPA), Sections 201 and 210 and regulations established by the Federal Energy Regulatory Commission (FERC), 18 CFR Part 292. Any interconnection between the Company and a qualifying facility shall be in compliance with PURPA, the FERC regulations, and the Decision and Order of the Public Utilities Commission in Docket F-3365.

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GENERAL TERMS AND CONDITIONS

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Small Qualifying Facility. A small qualifying facility (SQF) is a qualifying facility with certified capacity of 100 kilowatt or less. T

Company Obligations. Subject to the provisions of these general terms and conditions, PURPA, the FERC regulations, and the Decision and Order of the South Dakota Public Utilities Commission in Docket F-3365, the Company has the obligation to purchase any electric energy and capacity that is made available from a qualifying facility, to sell to any qualifying facility any electric energy and capacity requested, to make interconnections with any qualifying facility to accomplish purchases or sales, and to offer to operate in parallel with a qualifying facility. T

Safety and Reliability Standards. Interconnection between the Customer's QF and the Company's electric system mandates the adoption of reasonable standards to ensure the safety and reliability of the Company's electric system and to protect the Customer, its QF, the general public, and the Company's employees. The Company adopts the following practices, methods, and acts as such reasonable standards: T

1) Prudent Utility Practice. Any of the practices, methods, and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition, taking into account the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods, or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Prudent Utility Practice includes due regard for manufacturers' warranties and requirements of governmental agencies of competent jurisdiction.

2) The Customer's QF and associated equipment shall meet all requirements of applicable state and federal regulations; local, state, and national codes; and all standards of Prudent Utility Practice. T

3) Prior to connecting the Customer's QF in parallel to the Company's electric system, the Customer shall provide to the Company for its review, the specifications for major equipment associated with the Customer's QF and detailed electrical diagrams, which T

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diagrams must show all related wiring and safety features of the QF, equipment nameplate data including the interface device and the control system of the Customer's power source, a site plan, and the operating characteristics for the Customer's generator and interconnection, and all of these items must be approved by the Company. The Company will permit the Customer to operate its QF in parallel with the Company's electric system only when this can be done without adverse effects on the general public, other utility customers, and the Company's equipment and employees. Certain protective devices (relays, circuit breakers, etc.) within reasonable electrical industry standards may be required by the Company. The purpose of such devices is to promptly remove the in-feed from the Customer's QF whenever a fault occurs, so as to protect the general public, other utility customers, and the Company's equipment and employees from damage due to fault currents produced by the Customer's QF.

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4) Interconnection shall be made in such manner that, if the voltage from the Company is absent, the electrical interconnection is immediately broken.

5) The Customer must comply with all applicable provisions of the State Electrical Code, the National Electrical Safety Code, and the National Electrical Code.

6) The Customer's generating system, including interconnecting equipment, shall meet the requirements of and be inspected and approved by the State Electrical Commission and any other public authority having jurisdiction before any interconnection is made to the electrical system of the Customer or the Company.

7) Wind driven generating facilities, for safety purposes, shall be connected by underground conductor to a point of a horizontal length not less than 1.5 times the fall distance of the qualifying facility from the Company's facilities.

8) To protect appliances and equipment on the premises of the Customer and other customers, the power generated by the Customer shall not induce excessive distortion to the system's voltage or current sine waves. The Maximum allowable distortion must not exceed 10% measured at the Customer's service box.

9) To protect the QF, and to protect all parties from electric shock, the Customer shall supply and install automatic devices to positively disconnect his generating equipment from the system in the event of a disturbance or supply outage on the Company's system. The Company shall be allowed access to this device at all times to permit periodic safety tests.

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GENERAL TERMS AND CONDITIONS

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10) The Customer shall furnish and install a disconnecting switch to be connected between the Company's electric system and the QF. This switch must provide a visual opening in the line and shall be located and equipped so that the Company's employees can have access to operate and lock the switch in case of an outage or for work on the Company's system.

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11) If the Customer's QF interferes with the operation of the Company's equipment or interferes with service to other customers, the Company reserved the right to disconnect.

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12) The Customer's load in conjunction with the generating system shall not have a power factor of less than .95 leading or lagging.

13) The Customer shall furnish and install all additional wiring and equipment needed to connect the QF metering at existing service location. The meter socket shall be installed as close as possible to the existing service meter.

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14) The Customer shall give reasonable notice to the Company concerning periods during which the Customer-generated energy is proposed to be furnished and the estimated amount thereof.

15) The Customer shall advise the Company prior to making any revisions to the Customer's QF, the control system, or the interface between the two power systems after the installation. Any such revision must be acceptable to the Company.

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16) The Company will not assume any responsibility for protection of the generator or any other portion of the QF's electrical equipment. The Customer is fully responsible for protecting its equipment in such a manner that faults or other disturbances on the Company's system do not cause damage to the Customer's equipment, the general public, and the Company's equipment and employees.

17) Should the parallel operation of the Customer's QF cause interference or adversely affect voltage, frequency, harmonic content, or power factor in the Company's system or the service to other customers, the Company may require disconnection of parallel operation until the condition has been corrected.

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GENERAL TERMS AND CONDITIONS

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18) The Company shall be responsible for maintenance of all equipment it has supplied. The Customer shall be responsible for the maintenance of its generating, protective equipment, and interconnection equipment. Complete maintenance records must be maintained by the Customer and be available for the Company's review.

19) The Company reserves the right to inspect on demand all protective equipment including relays and circuit breakers owned and installed by the Customer at the point of interconnection.

20) All interconnections shall be made in compliance with the requirements shown on the Exhibits which are made a part of these General Terms and Conditions.

21) The Company reserves the right to promulgate such other safety and reliability standards necessary for the operation of its system as may be allowed or required by law.

Interconnection Charge. An interconnection charge will be assessed to recover those costs associated with the addition to or modification of Company facilities to accommodate the SQF in excess of the facilities and expenses recovered in the monthly customer charge. At the option of the Customer, the interconnection charge shall be a single nonrefundable charge for the costs incurred or to be incurred by the Company, or a monthly levelized charge equal to one-twelfth of the Company's annual fixed costs plus cost of maintenance. If the Customer selects the monthly interconnection charge and permanently disconnects from the Company's system prior to completion of all monthly payments, the Customer will be responsible for making a one-time payment to the Company. The one-time payment will include those interconnection costs not yet paid plus removal costs, minus salvage value, along with an administrative charge.

Customer with an SQF shall indemnify, protect, defend and save harmless the Company from and against any and all claims and demands for damages, remote as well as proximate, to property and injury or death to persons, including payments made under any workman's compensation law or under any plan for employees' disability and death benefits, which

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c. Emergency service shall be defined as service supplied through a temporary connection of Customer's use when his usual source of supply has failed.

d. Incidental service shall be 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, 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.

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