

**SOUTH DAKOTA GAS RATE SCHEDULE**

**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**      **Section No. 1**  
**SIOUX FALLS**      34th Revised      **Sheet No. 1**  
**SOUTH DAKOTA**      Canceling 33rd Revised      **Sheet No. 1**

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**SOUTH DAKOTA GAS RATE SCHEDULE**

**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**      **Section No. 1**  
**SIOUX FALLS**      12th Revised      **Sheet No. 2**  
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**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NorthWestern Energy</b>	<b>Section No. 3</b>
<b>SIOUX FALLS</b>	<b>3rd Revised Sheet No. <u>4.4</u></b>
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(TARIFF SHEET CANCELLED)

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**SOUTH DAKOTA GAS RATE SCHEDULE**

**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**      **Section No. 3**  
**SIOUX FALLS**      11th Revised      **Sheet No. 6.1**  
**SOUTH DAKOTA**      Canceling 10th Revised      **Sheet No. 6.1**

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**CLASS OF SERVICE: Gas Transportation Tariffs**      **Rate No. 87**  
**RATE DESIGNATION: Transportation Service**

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier, or through an agency relationship with the Company, delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by the Company in South Dakota who has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers.

**3. Rates**

Customer may choose the rate option which best fits the customer's needs.

<u>Monthly Charges:</u>	<u>Option A</u>	<u>Option B</u>
<i>Customer Charge</i> per Meter:	<u>\$150.00</u>	<u>\$350.00</u>
<i>Commodity Charge</i> , all use, per therm:	<u>\$0.0662</u>	<u>\$0.0335</u>

NBPL Milbank Line Contract demand rate, per therm      \$1.08\*

NBPL Milbank Line Firm Transport Only Credit, per therm of Contract demand      (\$0.28)

\* \$1.08 per therm of contract demand rate assumes delivery at Ortonville tap (milepost 54.6). Rate for deliveries at points upstream will be adjusted as follows: Mileage at selected delivery point divided by 54.6 times \$1.08.

Where a NBPL Milbank Line Customer transports volumes in excess of contract demand, all such additional transport volumes, will be assessed \$0.017 per therm per day.

**Fuel Retention**, a Customer or Group Customer, if applicable, shall have the option to choose either an indexed based or inkind method to apply retention, as provided in the Gas Transportation General Terms and Conditions in Section No. 5 of this tariff.

One-Time Charges:

Application Charge: \$50.00 with each request for service.

Telemetering: Standard cost of telemetry, installation and hardware, including appropriate tax gross-up. Standard costs shall reflect actual costs and customers will be charged on a nondiscriminatory basis.

Minimum Monthly Bill: The Customer Charge

**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY</b>	<b>Section No. 3</b>
<b>SIOUX FALLS</b>	<u>2nd Revised</u> <b>Sheet No. 6.3A</b>
<b>SOUTH DAKOTA</b>	<del>Canceling</del> <u>1st Revised</u> <b>Sheet No. 6.3A</b>

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<b>CLASS OF SERVICE: Gas Transportation Tariffs</b>	<b>Rate No. <u>87</u></b>
<b>RATE DESIGNATION: Customer Balancing</b>	

(Con't.)

- (c) Long Critical Day – The Customer is permitted to incur a Daily Positive Imbalance up to and including five percent (5%) and is permitted to incur an unlimited Negative Imbalance.
  
- (d) Operational Flow Order (OFO) – Company may call an OFO on a specific customer, multiple customers, or a Group Customer in order to limit critical day parameters to as small a segment of customers as possible. This customer or group will be subject to the same balancing parameters imposed on a Critical Day as outlined above.
  
- (e) In addition to the rules listed in this section, the imbalance cash out rules from Section 3, Sheet No. 6.4a apply.

**Company Obligation** - The Company is obligated to supply daily volumes to the Customer, their agent or supplier. If the Customer requests, the Company will supply meter reads that support the daily volumes. In addition, the Company has the obligation to provide applicable factors as are necessary to compute the Customer's usage.

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## SOUTH DAKOTA GAS RATE SCHEDULE

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CLASS OF SERVICE: Gas Transportation Tariffs	Rate No. <u>87</u>
RATE DESIGNATION: Customer Balancing	

(Cont.)

- (c) Revenue Sharing – Over/Under Delivery Charges for Imbalances shall be credited to the sales customers via the Purchased Gas Cost Adjustment filing.
  
- (d) Waiver of Penalties – Regardless of Customer circumstances, the Company will not waive interstate pipeline imbalance charges that are incurred due to a customer imbalance. However, in the event of unanticipated, non-recurring conditions experienced by the Customer with their natural gas fueled equipment where the Customer as a result of problems with its natural gas fueled equipment was unable to use all quantities of gas confirmed for delivery (excluding changes in production levels by the Customer), or other extraneous circumstances beyond the customer’s control, the Company may, at its discretion, waive its daily imbalance charges for the gas day the condition initially occurred, if the imbalance results in no detriment to other NorthWestern customers. Any imbalance charge paid by the Customer or waived by the Company shall not be construed as giving the Customer the right to continue to create an imbalance on the system.

#### 4. Optional Daily Balancing Service (DBS):

- (a) Description - A Customer or Group Customer shall have the option to choose a Daily Balancing Service ("DBS"). This balancing service is available on critical days. The balancing service available on critical days will be limited by the percentage available on the applicable interstate pipeline, as published on the pipeline’s bulletin board notice. The percentage available will mirror the applicable interstate pipeline’s percentage per the pipeline bulletin board notice. This is a delivery point service providing balancing tolerance, on a reasonable efforts basis, above or below the Customer's Receipts without the incurrance of Daily Over/Under Delivery Charges. This service is available on a monthly basis. The Customer must notify the Company of its DBS quantity coincident with reporting gas nominations for the first day of the month. If a Customer also elects to enter a Group Balancing arrangement, the Customer's DBS quantity becomes available for use by the Group Customer. DBS does not affect the monthly Cash-Out of Imbalances.

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<b>SIOUX FALLS</b>	<b>1st Revised</b> <b>Sheet No. 6.9</b>
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**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY</b>	<b>Section No. 3</b>
<b>SIOUX FALLS</b>	<b>3rd Revised</b> <b>Sheet No. 6.10</b>
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**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY</b>	<b>Section No. 3</b>
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<b>SOUTH DAKOTA</b>	<b>Canceling <u>2nd Revised</u> Sheet No. 13.1</b>

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**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY</b>	<b>Section No. 5</b>
<b>SIOUX FALLS</b>	<b>3rd Revised</b> <b>Sheet No. 6.5</b>
<b>SOUTH DAKOTA</b>	<b>Canceling 2nd Revised</b> <b>Sheet No. 6.5</b>

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**CLASS OF SERVICE: Gas Transportation Tariffs**  
**RATE DESIGNATION: General Terms and Conditions**  
**(Con't)**

- (b) Confirmation: The Company will begin verification of scheduled flow/confirmation upon receipt of nominations from the Customer. Company will confirm the lesser of 1) the confirmed pipeline volumes, or 2) the nomination into the Company's distribution system.
  
- (c) Nomination Process: All parties should support a seven-days-a-week, twenty-four-hours-a-day nomination process. Party contacts need not be at their ordinary work sites but should be available by telephone or pager.
  
- (d) Daily: Customers, or their agent, shall notify the Company's representative by 9:00 a.m. CCT, by mutually acceptable method, of a Daily Nomination or a desired change, if any, to its requested quantity of transportation gas for the gas Day commencing at 9:00 a.m. CCT or for following gas Days. Nomination of Delivery and Receipt Point shall be limited to those specified in the Service Request Form.
  
- (e) Critical Day and/or OFO: When curtailment/interruption/OFO is called, the Company shall attempt to notify the Customer by 3:30 p.m. CCT, prior to the beginning of the gas day, or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to Customer's Gas Transportation Service during the next gas day commencing at 9:00 a.m. CCT. Such notification shall include all necessary information known at the time, such as curtailment or interruption conditions, and allowable balancing adjustments. The Company shall also notify the Customer once the curtailment/interruption conditions have changed. Similar to the provisions of the Late Nominations section below, the Company may allow for reduced Critical Day/OFO nomination requirements.

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**SOUTH DAKOTA GAS RATE SCHEDULE**

**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**      **Section No. 6**  
**SIOUX FALLS**      **2nd Revised**      **Sheet No.9.4**  
**SOUTH DAKOTA**      **Canceling 1st Revised**      **Sheet No.9.4**

Fixed Price Gas Contract for Purchase and Delivery of Natural Gas to \_\_\_\_\_

1. Agreement and Service:

This Agreement is made and entered this \_\_\_ day of \_\_\_\_\_, to be effective \_\_\_\_\_ by and between NorthWestern Energy, a division of NorthWestern Corporation, a South Dakota corporation, hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as (Buyer). Seller will provide a natural gas supply and management service providing for the purchase and delivery of fixed price natural gas volumes as agreed to by Buyer.

2. Quantity of Natural Gas:

Seller will agree to sell and tender natural gas at the existing interconnection between the facilities of NorthWestern Energy ("NWE") and the buyer. Buyer agrees to purchase and receive at this point from Seller, natural gas supplies. Buyer elects to purchase fixed base load gas quantity per month from Seller for the months of November – April. The monthly volume commitment is based on the customer's average consumption over the previous three years, as shown on Appendix A. Adjustments will be allowed for material changes in the nature of the customer's business. Seller will provide swing load gas quantity, for actual gas usage above or below the base load quantity. All gas purchases for the months May 1 – October 31 will be priced at the monthly Ventura/Demarcation index price.

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3. Price - Gas Supply:

a. Commodity Charge Price      The fixed rate is established at \_\_\_\_\_ including the gross up for applicable fuel rates for all pipeline and distribution systems utilized in delivery of Buyer's supply. Purchases for consumption beyond the contracted average will be available at this price as well. A true-up for the variance in price will be applied to all Rate 86 customers as stated in b. below.

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b. Rate 86 True-Up Charge / Credit– The monthly over/under recovery of gas costs from the group of rate 86 customers will be tracked on a monthly basis. The customer's pro-rata share will be credited/charged annually on the July billing and will be shown as a separate line item. Any customer leaving the Rate 86 customer group will need to make arrangements to recover their share of the balance upon leaving the rate group, as stated in the Rate 86 tariff.

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4. Term:

The term of this Agreement will be from \_\_\_\_\_ and will expire \_\_\_\_\_

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5. Terms of Payment

Bills are due upon receipt and are delinquent per general terms and conditions of NorthWestern's Natural Gas Tariff.

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**SOUTH DAKOTA GAS RATE SCHEDULE**

<b>NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY</b>	<b>Section No. 6</b>
<b>SIOUX FALLS</b>	<b>2nd Revised Sheet No.9.5</b>
<b>SOUTH DAKOTA</b>	<b>Canceling 1st Revised Sheet No.9.5</b>

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**APPENDIX A**

**DL**

**Original Dated**

Gas Management Service Agreement for Purchase and Delivery of Natural Gas between NorthWestern Energy ("seller") and to Customer, Inc. ("Buyer")

Seller and Buyer agree to the following volumes:

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<u>Month</u>	<u>Average Therms</u>
October *	
November	
December	
January	
February	
March	
April	

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\* October Contracts are allowed for grain dryers only.

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**Buyer:** \_\_\_\_\_ **Seller: Northwestern Energy**

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

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