

CLASS OF SERVICE: Commercial and Industrial **Rate No. 86**
RATE DESIGNATION: Contract Sales Service

1. Applicability

This rate is available for gas volumes, on a contract basis, to commercial and industrial Customers, including governmental entities. If no historical peak day usage is available, the nameplate input ratings of all gas burning equipment shall be used to determine a Customer's maximum requirement.

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2. Availability

This service is available to commercial and industrial Customers, including governmental entities, with facilities served by the Company in South Dakota, with primarily space heating requirements, or grain dryers. This service is available on a firm or interruptible basis.

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3. Rates

Customer may choose the rate option, and level of daily contract demand (never less than 50 therms), which best fits the Customer's needs.

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Monthly Charges:

Customer Charge per Meter:

Option A

Option B

\$150.00

\$370.00

Non-Gas Commodity Charge, all use, per therm:

\$0.0832

\$0.0438

Demand Charge per therm of daily contract demand as shown on Sheet No. 9a, as applicable to firm service Customers, never less than 50 therms.

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Released Capacity and Balancing Services Surcharge:

For all therms taken during a month in excess of the product of the daily contract demand times the number of days in the billing period an additional per therm released capacity and balancing service surcharge shown on Sheet No. 9b shall be assessed. Such surcharges collected will be credited to expense in the Company's Adjustment Clause filings.

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One-Time Charges:

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

Telemetry (as required by Paragraph 12 on Sheet No. 5.4): 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.

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SOUTH DAKOTA GAS RATE SCHEDULE
NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY
SIOUX FALLS
SOUTH DAKOTA

	<u>5th Revised</u>	Section No. 3
Canceling	<u>4th Revised</u>	Sheet No. 5.2
		Sheet No. 5.2

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Minimum Monthly Bill:

The Customer Charge plus the amount for therms of contract demand.

Adjustment Clauses:

- a. Adjustment Clause shall apply. (Sheet Nos. 9, 9.1, 9a, 9b)
- b. Tax Adjustment Clause shall apply. (Sheet No. 10)
- c. BTU Adjustment Clause shall apply. (Sheet Nos. 12, 12a)

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4. Curtailment of Service

Service which is rendered under this rate schedule shall be subject to curtailment by the Company in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 5, Sheet No. 5.2. The Customer shall, as directed, curtail the use of natural gas in excess of firm contracted volumes upon two (2) hours notice by the Company, unless the notification is waived by the Customer. All unauthorized gas in excess of Contract Demand so used shall be "Penalty Gas" and be paid by the Customer at a rate which is the greater of \$3.00 per therm or the maximum penalty charges permitted to be made by the Company's upstream service providers for takes of natural gas in excess of authorized limitations, in addition to the regular Commodity Charge for such gas. All Penalty Gas costs collected will be credited to expense in the Company's Adjustment Clause filings. T

5. Fixed Price Gas Contracting Period T

The fixed price gas contracting period will be November 1 – October 15 for the following November – April winter period. Grain Dryer Customers will be allowed to contract their October – December gas supply. Fixed price gas contracts will be offered at least three different times, at the Company's Gas Supply Department's discretion before the close of the gas contracting period. During such offering periods, the Company will designate the price at which gas can be obtained for the following winter or grain drying period, and a Customer may choose to contract for such price. T

A non-grain dryer Customer that does not contract its fixed price gas supply for two consecutive winters will be removed from Rate No. 86 and will be served under another applicable retail rate. Customer will be removed from Rate No. 86 and returned to the applicable retail rate beginning November 1. Customer will remain on such retail rate for a minimum of 12 months. Customer must submit a new Service Request Form pursuant to Section No. 12 to return to Rate No. 86. T
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6 True-Up Mechanism

The true-up for Rate No. 86 Customers will be included in the standard retail rate true-up. Grain Dryer Customers' gas purchases will not contribute to the over/under true-up as they will be cashed out daily. The pricing of the cash out will be as defined in the Customer Balancing section of Rate No. 87, Paragraph 2 of Section No. 3, Sheet No. 6.4. C,D
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7 Other Provisions

Service will be furnished under the Company's General Terms and Conditions, as set forth in Section No. 5.

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| 8. | Contract: Customer shall execute a written Service Request Form found in Section No. 6, Sheet No. 13. . | T
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| 9. | Minimum Term: The minimum term of the Service Request Form shall be one year. Should the Company file tariff changes or be ordered by the Commission to change this tariff, Company will, at Customer's request, waive the one year minimum term and six month's notice of termination requirements. | T |
| 10. | Filing: Service will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation. | T |
| 11. | Metering: In order to utilize the services provided under this Tariff, automatic metering equipment is required for all Customers with grain dryers. All costs related to telemetering and any other facilities constructed or installed to provide any Service will be charged to the Customer but will remain the property of Company. The Customer will be required to provide telephone or other interfaces agreed to by the Company and electric connections, if necessary, to the meter and provide access to the Company for maintaining and operating such equipment. | T
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| 12. | Request for Service:
(a) Requests for service under this Rate No. 86 must be made by filing with the Company the information required on the form entitled "Service Request Form," which is found in Section No. 6, Sheet No. 13.

(b) Service under this Rate No. 86 will begin on the first of the month following a date which is thirty (30) days after the Service Request Form, and all additional information has been received by the Company. | T
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- 13. Successors and Assigns:** Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under a Contract. No other assignment of a Contract or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld.

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