

EL000-034





600 Market Street W.  
Huron, SD 57350-1500  
Telephone: 605-353-8411  
Facsimile: 605-353-7512  
Internet: www.northwestern.com

Rodney F. Leyendecker  
Vice President - Finance and Regulatory Affairs  
Telephone: (605) 353-8292  
Facsimile: (605) 353-8275  
[rodney.leyendecker@northwestern.com](mailto:rodney.leyendecker@northwestern.com)

December 5, 2000

Mr. William Bullard Jr., Executive Director  
South Dakota Public Utilities Commission  
State Capitol Building  
500 E. Capitol Ave.  
Pierre, SD 57501

Re: NorthWestern Public Service Electric Tariff Filing

Dear Mr. Bullard:

Northwestern Public Service, a division of NorthWestern Corporation ("NorthWestern") hereby submits for filing with the Commission, pursuant to SDCL 49-34A-10, SDCL 49-34A-12, and ARSD 20:10:13:15, the enclosed proposed electric tariff sheets. NorthWestern requests that the Commission approve such proposed tariff sheets, in order that it might implement the Bill Crediting Program that is described in the following report, pursuant to ARSD 20:10:13:26, for effectiveness as of the requested date of January 5, 2001:

**Report of Tariff Changes**

(1) Name and address of the public utility

NorthWestern Public Service, a division of NorthWestern Corporation  
600 Market Street W.  
Huron, South Dakota 57350-1500

(2) Section and sheet numbers of tariff schedules

- Section No. 1            5<sup>th</sup> Revised Sheet No. 2
- Section No. 3            12<sup>th</sup> Revised Sheet No. 1
- Section No. 3            7<sup>th</sup> Revised Sheet No. 2
- Section No. 3            10<sup>th</sup> Revised Sheet No. 3
- Section No. 3            8<sup>th</sup> Revised Sheet No. 4
- Section No. 3            14<sup>th</sup> Revised Sheet No. 5
- Section No. 3            11<sup>th</sup> Revised Sheet No. 6
- Section No. 3            9<sup>th</sup> Revised Sheet No. 7

**RECEIVED**  
DEC 06 2000  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Section No. 3	6 <sup>th</sup> Revised Sheet No. 8
Section No. 3	14 <sup>th</sup> Revised Sheet No. 9
Section No. 3	9 <sup>th</sup> Revised Sheet No. 10
Section No. 3	9 <sup>th</sup> Revised Sheet No. 11
Section No. 3	10 <sup>th</sup> Revised Sheet No. 12
Section No. 3	12 <sup>th</sup> Revised Sheet No. 14
Section No. 3	11 <sup>th</sup> Revised Sheet No. 15
Section No. 3	6 <sup>th</sup> Revised Sheet No. 18
Section No. 3	10 <sup>th</sup> Revised Sheet No. 23
Section No. 3	9 <sup>th</sup> Revised Sheet No. 25.1
Section No. 3	10 <sup>th</sup> Revised Sheet No. 28
Section No. 3	Original Sheet No. 35

(3) Description of the change

The proposed tariff changes will allow an adjustment to normal NorthWestern electric rates for eligible customers, i.e. designated members of the Yankton Sioux Tribe (the "Tribe"), pursuant to a proposed Bill Crediting Program (the "Program") in which the Western Area Power Administration ("Western"), the Tribe and NorthWestern have agreed to participate. Under the Program, NorthWestern billings to eligible members of the Tribe will reflect an adjustment for preference power committed to the Tribe by Western. The adjustment will reflect the difference between the composite rate for energy per KWH (based on electric generation costs for Western and designated annually by Western for the Tribe) and NorthWestern's composite rate for energy per KWH (based on NorthWestern's average baseload generation costs) in a Program credit rate, which will be applied to the electricity sales to the Tribe members. At the end of each quarter, NorthWestern will calculate a revised 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 NorthWestern'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.

(4) Reason for the change

As a result of Western reallocations of its preference power, such low cost energy is being made available to several Indian Tribes. Western and the Tribe have recommended use of the Program as the optimum mechanism to pass on to the Tribe's members the benefits of such allocation. NorthWestern is willing to participate in the Program, and the availability of electricity from Western for a portion of NorthWestern's service area will assist NorthWestern in meeting its system electric needs.

(5) Present rate

The Tribe members are currently receiving service from NorthWestern under the existing electric tariff schedules.

(6) Proposed rate

The proposed difference between the NorthWestern composite rate per KWH (\$0.02721) and the Western composite rate per KWH (\$0.01423) on January 1, 2001 is \$0.01298 per KWH. This difference will be the initial Program credit rate.

(7) Proposed effective date of modified rate

In order to provide service to the Tribe members for service on and after January 1, 2001, NorthWestern requests that the proposed tariff sheets be made effective January 5, 2001. That effective date will allow NorthWestern to provide the adjustment to all billing cycles in which service on and after January 1, 2001, is provided.

(8) Approximation of annual amount of increase or decrease in revenue

NorthWestern anticipates that its annual revenues from electricity sales will decline by approximately \$75,362, measured by the composite rate difference multiplied by the estimated electric sales under the Program. This revenue decrease will be offset somewhat by the decreased costs of electricity generation by NorthWestern, because of the alternative electricity provided by Western under the Program.

(9) Points affected

The only effects of these proposed tariffs will be the reduction in electricity costs to the eligible Tribe members.

(10) Estimate of number of customers whose cost of service will be affected and annual amounts of either increases or decreases, or both, in cost of service to those customers

The Tribe has indicated that approximately 500 members are eligible for the Program. Other NorthWestern customers will not be adversely affected by the proposal.

(11) Statement of facts, expert opinions, documents, and exhibits to support the proposed changes

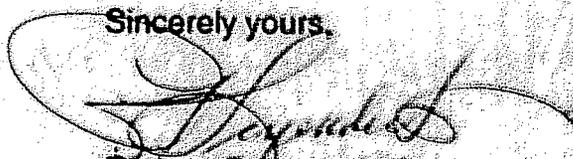
A copy of the Western Area Power Administration's Contract with Yankton Sioux Tribe and NorthWestern Public Service for Bill Crediting Program Arrangements is enclosed.

A copy of a letter setting forth WAPA's Composite Rate for the Year 2001.

A copy of a Workpaper prepared by NorthWestern setting for its Composite rate to be in effect January 2001.

A copy of the Bill Crediting Program Adjustment Computation prepared by NorthWestern.

Sincerely yours,



Rodney F. Leyendecker  
Vice President - Finance & Regulatory Affairs

CC: Tom Hitchcock  
Alan Dietrich  
Greg Vaselaar - Western  
Jim Stone - Yankton Sioux Tribe

TABLE OF CONTENTS  
( Continued )

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
Rate No. 74	Small Qualifying Facility Rider ( Time of delivery energy service ).....	31, 31.1
	Interim Revenue Adjustment.....	32
	Adjustment Clause .....	33, 33.1,
	Adjustment Clause Rates .....	33a, 33b
	Tax Adjustment Clause .....	34
	Bill Crediting Program .....	35 (N)
4	Summary List of Contracts with Deviations .....	1
5	General Terms and Conditions.....	1, 1a, 2-13
6	Sample Forms	
	Bill Form .....	1
	Bill Form ( reverse side ).....	1.1
	First Reminder.....	2
	Notice of Disconnection.....	3
	Notice of Disconnection ( Winter ) ( Residential ) ..	4
	Early Payment Notice.....	5
	Deposit Certificate.....	7
	Deposit Receipt Release.....	8
	Application for Service ( Commercial or Industrial ) .....	9
	Application for Service ( Residential ).....	10
	Separately Metered Residential Space Heating or Combination Space Heating and Cooling Installation Application and Agreement.....	11
	Residential Dual-Fuel and Controlled Service Application and Agreement.....	12, 12.1
	Discounted Energy Option Application and Agreement .....	13, 13.1
	Application and Agreement for New or Increased Electrical Commercial and Industrial Service..	14
	Landlord Agreement.....	15
	Security for Utility Account .....	16
	Surety Bond for Utility Services .....	17
	Budget Payment Plan Agreement.....	18
	Utility Bill Installment Agreement.....	19, 19.1
	S. D. Customer Information Booklet.....	20
	S. D. Customer Information for Commercial and Industrial Customers .....	21

Date Filed: December 5, 2000

Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
12<sup>th</sup> Revised Sheet No. 1  
Canceling 11<sup>th</sup> Revised Sheet No. 1

**CLASS OF SERVICE: Residential Service**

**RATE NO. 10**

**APPLICABILITY**

This schedule is for electric service to urban and rural residential customers for domestic purposes. Service under this rate schedule shall be single or three phase if three phase is available.

**TERRITORY**

Company's Assigned Service Area.

**RATE**

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge	\$5.00
Energy Charge (to be added to the Customer Charge):	
First 200 kilowatt hours, per kilowatt hour	\$0.06146
Next 600 kilowatt hours, per kilowatt hour	\$0.06046
Next 200 kilowatt hours, per kilowatt hour	\$0.05446
Next 200 kilowatt hours, per kilowatt hour	\$0.04346
Over 1200 kilowatt hours, per kilowatt hour	\$0.02046
Minimum Charge	\$5.00

**Adjustment Clauses**

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

(N)

**OTHER PROVISIONS**

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

1. Residential service is defined as service to each separate house, apartment, flat or other living quarters occupied by a person or persons constituting a distinct household using electrical energy for general purposes and including separately metered hall lighting or other general service furnished exclusively for tenants of residential apartment houses.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 3, 2001

R. F. Leyendecker  
Issued by: Vice President Finance & Regulatory Affairs

CLASS OF SERVICE: Residential Service with Space Heating

RATE NO. 11

APPLICABILITY

This schedule is for electric service to urban and rural residential customers for domestic purposes where all electricity is served through one meter, and the customer has in regular use an approved space heating installation which represents the primary source of space heating. Service under this rate schedule shall be single phase or three phase if three phase is available.

TERRITORY

Company's Assigned Service Area.

RATE

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge.....	\$5.00
Energy Charge (to be added to the Customer Charge):	
First 200 kilowatt hours, per kilowatt hour.....	\$0.06146
Next 600 kilowatt hours, per kilowatt hour.....	\$0.06046
Next 200 kilowatt hours, per kilowatt hour.....	\$0.05446
Next 200 kilowatt hours, per kilowatt hour	
Summer Period (June 1 - September 30) .....	\$0.04346
Winter Period (October 1 - May 31) .....	\$0.01146
Over 1200 kilowatt hour, per kilowatt hour	
Summer Period (June 1 - September 30) .....	\$0.02046
Winter Period (October 1 - May 31) .....	\$0.01146
Minimum Charge .....	\$5.00
Adjustment Clause	
a. Adjustment Clause shall apply.	
b. Tax Adjustment Clause will apply.	
c. Bill Crediting Program shall apply.	

(N)

OTHER PROVISIONS

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

1. Residential service is defined as service to each separate house,  
(Continued)

---

Date Filed: December 5, 2000 Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

NORTHWESTERN PUBLIC SERVICE COMPANY  
 HURON  
 SOUTH DAKOTA

Section No. 3  
 Sheet No. 3  
~~Canceling 9<sup>th</sup> Revised~~  
 10<sup>th</sup> Revised

CLASS OF SERVICE: Residential Space Heating and Cooling

RATE NO. 14

APPLICABILITY

This schedule is available to urban and rural residential customers for electric service used for space heating purposes, or for a combination space heating and cooling installation (heat pump). All other electric usage by the customer must be separately metered and billed pursuant to another Company filed tariff schedule. Service under this schedule shall be single phase or three phase where three phase is available.

TERRITORY

Company's Assigned Service Area

RATE

	Per Meter Per Month
Customer Charge.....	\$1.40
Energy Charge (to be added to the Customer Charge):	
All Kwh:	
Summer Period (June 1 - September 30) .....	\$0.02246
Winter Period (October 1 - May 31) .....	\$0.01246
Minimum Charge .....	\$1.40
Adjustment Clauses	
a. Adjustment Clause shall apply.	
b. Tax Adjustment Clause shall apply.	
c. Bill Crediting Program shall apply.	

(N)

OTHER PROVISIONS

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

- 1) Electric space cooling and heating shall be an approved installation and shall be permanently installed.
- 2) Service pursuant to this rider is restricted to customer requirements for space heating and for combination space cooling and heating through heat pump installations. 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.

(Continued)

Date Filed: December 5, 2000

Service on or after  
 Effective Date: January 5, 2001

R. F. Levendecker  
 Issued by: Vice President, Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 4  
Canceling 7<sup>th</sup> Revised      8<sup>th</sup> Revised  
Sheet No. 4

**CLASS OF SERVICE:** Residential Dual-Fuel and  
Controlled Service

**RATE NO. 15**

**APPLICABILITY**

This schedule is available to urban and rural residential customers for electric service used for space heating, water heating, and other approved controllable loads. All other electric usage by the customer must be separately metered and billed pursuant to another Company filed tariff schedule. Customers shall agree to allow Company to interrupt service at any time without notice. Service under this schedule shall be single phase or three phase where three phase is available.

**TERRITORY**

Company's Assigned Service Area

**RATE**

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge.....	\$1.40
Energy Charge (to be added to the Customer Charge):	
All Kwh:	
Summer Period (June 1 - September 30) .....	\$0.02246
Winter Period (October 1 - May 31) .....	\$0.00746
Minimum Charge .....	\$1.40
Adjustment Clauses	
a. Adjustment Clause shall apply	
b. Tax Adjustment Clause shall apply.	
c. Bill Crediting Program shall apply.	

(N)

**OTHER PROVISIONS**

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

1. Water heating
  - a) Water heating equipment shall be an approved installation and shall not be used to supplement any other system of providing hot water service.

(Continued)

Date Filed:	<u>December 5, 2000</u>	Service on or after	<u>January 5, 2001</u>
		<u>R. F. Levendecker</u>	
		Issued by: Vice President-Finance & Regulatory Affairs	

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 5  
14<sup>th</sup> Revised  
Canceling 13<sup>th</sup> Revised Sheet No. 5

CLASS OF SERVICE: Interruptible Irrigation Service

RATE NO. 16  
EXPERIMENTAL

APPLICABILITY

This schedule is available on a year-to-year basis, for electric service to all irrigation customers for the purpose of electrical use during off-peak periods, "shoulder-periods," and "on-peak periods." Customers shall agree to allow to interrupt service during any "on-peak period" with a two ( 2 ) hour notice.

TERRITORY

Company's Assigned Service Area.

RATE

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge	
Irrigation Season ( May - October ).....	\$30.00
Off Season ( November - April ).....	\$15.00
Energy Charge ( KWH )	
Off-peak energy per KWH .....	\$0.01510
9 P.M. to 9 A.M. Monday through Thursday	
9 P.M. Friday to 9 A.M. Monday	
All day on Memorial Day, July 4, and Labor Day	
On-peak energy per ( KWH ).....	\$0.08310
All week days, except those designated	
as off-peak, from 3 P.M. to 7 P.M.	
"Shoulder period" energy per KWH .....	\$0.03510
All hours not designated as off-peak	
or on-peak	
Demand ( KW ) Charge	
On-peak ( during curtailment ) demand	
per KW per season .....	\$81.06
All other times demand per KW .....	\$0.00
Minimum Customer Charge Per Season .....	\$180.00
Adjustment Clauses	
a. Adjustment Clause	
b. Tax Adjustment Clause	
c. Bill Crediting Program shall apply.	

(N)

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 6  
Canceling 11<sup>th</sup> Revised 10<sup>th</sup> Revised Sheet No. 6

**CLASS OF SERVICE:** Irrigation Service

**RATE NO** 17

**APPLICABILITY**

Available for irrigation power and incidental lighting in connection with the irrigation load.

**TERRITORY**

Company's Assigned Service Area.

**RATE**

Facilities Charge	
Per Season per horsepower of connected load .....	\$8.125
Demand Charge	
Per Season per horsepower of connected load .....	\$8.125
Energy Charge	
	Per Meter
	<u>Per Month</u>
All kilowatt hours, per kilowatt hour .....	\$0.03310
Minimum Seasonal Charge shall be the greater of the	
facilities charge or .....	\$40.625
Adjustment Clauses	
a. Adjustment Clause shall apply.	
b. Tax Adjustment Clause shall apply.	
c. Bill Crediting Program shall apply.	

(N)

**OTHER PROVISIONS**

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

1. The Company shall determine the connected horsepower by nameplate rating of the motors. The Company may, at its option, test the connected horsepower under conditions of maximum operating load.
2. Individual motors having a rating in excess of 5 horsepower must be three phase.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Leyendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 7  
Canceling 9<sup>th</sup> Revised  
8<sup>th</sup> Revised Sheet No. 7

**CLASS OF SERVICE: Off Peak Irrigation Service**

**RATE NO. 18**

**APPLICABILITY**

This schedule is for electric service to all irrigation customers for the purpose of electrical use during off-peak periods.

**TERRITORY**

Company's Assigned Service Area

**RATE**

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge	
Irrigation Season ( May - October ).....	\$30.00
Off Season ( November - April ).....	\$15.00
Energy ( KWH ) Charge	
Off-peak energy per KWH.....	\$0.01510
( All hours not designated as on-peak	
On-peak energy per KWH.....	\$0.34810
( 9 a.m. to 8 p.m. Monday through Friday, inclusive)	
Minimum Customer Charge Per Season.....	\$180.00
Adjustment Clauses	
a. Adjustment Clause	
b. Tax Adjustment Clause	
c. Bill Crediting Program shall apply.	(N)

**OTHER PROVISIONS**

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

1. Off-peak periods will be designated by the Company in accordance with circumstances which may change from time to time. Hours of off-peak availability shall be a minimum of 10 hours during any 24 hour period.
2. This schedule is intended for off-peak service. Incidental on-peak energy is available at rates stated hereon subject to interruption upon notice by the Company. Failure to comply with notice of interruptions shall render customer ineligible for further service pursuant to this rate schedule.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

6<sup>th</sup> Revised  
Canceling 5<sup>th</sup> Revised

Section No. 3  
Sheet No. 8  
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><b>RATE</b></u>	Nominal Rating <u>In Watts</u>	Rate	Rate
		Per Month <u>Unmetered</u>	Per Month <u>Metered</u>
High Pressure Sodium Vapor	35	\$3.19622	\$2.90
	50	\$3.32325	\$2.90
	100	\$5.02952	\$4.00
	150	\$5.24555	\$4.00
	250	\$7.42098	\$5.20
	400	\$8.76245	\$5.45
Mercury Vapor	1000	\$18.33081	\$10.10
	175	\$3.33768	\$1.85
	250	\$4.22287	\$2.30
	400	\$6.27156	\$2.90
	1000	\$11.89056	\$4.85

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.

(N)

**OTHER PROVISIONS**

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

1. The lighting unit defined as a bracket and fixture, shall be installed on a pole or other facility approved by the Company. If the lighting unit is installed on the Customer's premise, the Customer shall furnish all facilities necessary to operate the lighting unit. The light shall be controlled automatically to provide dusk to dawn service.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA

14<sup>th</sup> Revised  
Canceling 13<sup>th</sup> Revised

Section No. 3  
Sheet No. 9  
Sheet No. 9

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 KW 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..... \$8.00

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

First 200 kilowatt hours, per kilowatt hour .....	\$0.08310
Next 800 kilowatt hours, per kilowatt hour.....	\$0.07310
Over 1000 kilowatt hours, per kilowatt hour .....	
Summer Period (June 1 - September 30) .....	\$0.07310
Winter Period (October 1 - May 31) .....	\$0.05810

Minimum Charge ..... \$8.00

Adjustment Clauses

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

(N)

OTHER PROVISIONS

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

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA

Section No. 3  
Sheet No. 10  
9<sup>th</sup> Revised  
Canceling 8<sup>th</sup> Revised Sheet No. 10

CLASS OF SERVICE: Commercial Water Heating

RATE NO. 23

APPLICABILITY

This rate schedule is available for separately metered commercial water heating service to customers being furnished service pursuant to another Company filed rate schedule.

TERRITORY

Company's Assigned Service Area.

RATE

Per Meter  
Per Month

Customer Charge ..... \$1.75

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

Per kilowatt hour for all energy used ..... \$0.03310

Minimum Charge ..... \$1.75

Adjustment Clauses

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

(N)

OTHER PROVISIONS

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

- 1. Service will be provided to the electric water heater through a separate metered 240 volt single phase circuit to which no other equipment will be connected.

---

Date Filed: December 5, 2000      Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 11  
9<sup>th</sup> Revised  
Canceling 8<sup>th</sup> Revised Sheet No. 11

**CLASS OF SERVICE:** Commercial Space Heating and Cooling      **RATE NO.** 24

**APPLICABILITY**

This schedule is available to commercial customers for electric service used for space heating purposes, or for a combination space heating and cooling installation (heat pump). All other electric usage by the customer must be separately metered and billed pursuant to another Company filed tariff schedule. Service under this schedule shall be single phase or three phase where three phase is available.

**TERRITORY**

Company's Assigned Service Area

**RATE**

	<u>Per Meter Per Month</u>
Customer Charge.....	\$1.40
Energy Charge ( to be added to the Customer Charge ):	
All Kwh:	
Summer Period ( June 1 - September 30 ) .....	\$.02210
Winter Period ( October 1 - May 31 ) .....	\$.01210
Minimum Charge .....	\$1.40
Adjustment Clauses	
a. Adjustment Clause shall apply.	
b. Tax Adjustment Clause shall apply.	
c. Bill Crediting Program shall apply.	

(N)

**OTHER PROVISIONS**

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

1. Electric space cooling and heating shall be an approved installation and shall be permanently installed.
  
2. Service pursuant to this rider is restricted to customer requirements for space heating and for combination space cooling and heating through heat pump installations. 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.

(Continued)

<b>Date Filed:</b> <u>December 5, 2000</u>	<b>Service on or after</b> <b>Effective Date:</b> <u>January 5, 2001</u>
	<u>R. F. Leyendecker</u> Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 12  
Canceling 9<sup>th</sup> Revised      10<sup>th</sup> Revised  
Sheet No. 12

**CLASS OF SERVICE :** All-Inclusive Commercial Service      **RATE NO. 25**

**APPLICABILITY**

This rate schedule is available to commercial customers for all use through one meter provided that the use includes any or all of the following services: (1) space heating, (2) cooking, (3) water heating, and provided further that any one or all of the above uses represents the major portion of the connected load and annual consumption.

**TERRITORY**

Company's Assigned Service Area

**RATE**

Energy Charge	Per Meter Per Month	
	<u>Summer</u>	<u>Winter</u>
Per KWH for the first 100 hours of the maximum demand .....	\$0.08710	\$0.06710
Per KWH for the next 100 hours of the maximum demand .....	\$0.04010	\$0.01910
Per KWH for the next 100 hours of the maximum demand .....	\$0.02910	\$0.01010
Per KWH for all use in excess of 300 hours maximum demand .....	\$0.01910	\$0.00710
Summer Period ..... June 1 - Sept. 30, Winter Period..... Oct. 1 - May 31,		
Minimum Charge .....	\$10.00	\$10.00

**Adjustment Clauses**

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

(N)

**OTHER PROVISIONS**

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

- 1. If space heating is used to qualify under this rate, electric energy must be the primary source of the total space heating.

**Date Filed:** December 5, 2000      **Effective Date:** Service on or after January 5, 2001

R. F. Leyendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 14  
Canceling 11<sup>th</sup> Revised 12<sup>th</sup> Revised Sheet No. 14

**CLASS OF SERVICE:** Commercial and Industrial Service

**RATE NO. 33**

**APPLICABILITY**

This rate schedule is available to non-residential customers for general commercial or industrial electric service.

**TERRITORY**

Company's Assigned Service Area.

**RATE**

**Per Meter  
Per Month**

<b>Demand Charge</b>	
Per kilowatt of maximum demand (never less than 5 KW) .....	\$6.13
<b>Energy Charge</b>	
Per kilowatt hour for the first 100 hours use of the maximum demand per month .....	\$0.05358
Per kilowatt hour for the next 300 hours use of the maximum demand per month .....	\$0.03658
Per kilowatt hour for the next 100 hours use of the maximum demand per month .....	\$0.02158
Per kilowatt hour for all use in excess of 500 hours use of the maximum demand .....	\$0.01158

**Minimum Charge**

The minimum monthly bill will be the demand charge for 5 KW plus actual energy charges.

**Maximum Charge**

The maximum monthly charge shall be the higher of (1) the minimum charge, or (2) the combined average cost of \$.15 per kwh for demand and energy charges.

**Adjustment Clauses**

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

(N)

**Date Filed:** December 5, 2000

**Service on or after**  
**Effective Date:** January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 15  
~~Canceling 10<sup>th</sup> Revised~~ 11<sup>th</sup> Revised  
Sheet No. 15

**CLASS OF SERVICE:** Large Commercial and Industrial Service      **RATE NO. 34**

**APPLICABILITY**

This rate schedule is available for commercial and industrial users of electric service.

**TERRITORY**

Company's Assigned Service Area.

**RATE**

	<u>Per Meter Per Month</u>
<i>Demand Charge</i>	
Per kilowatt per month for the first 100 hours of the maximum demand .....	\$6.13
Per kilowatt per month for the next 400 kilowatts of demand .....	\$5.43
Per kilowatt per month for excess kilowatts of demand .....	\$4.73
The demand shall be never less than 100 KW.	
 <i>Energy Charge</i>	
Per kilowatt hour for the first 100 hours of the maximum demand (never less than 100 kilowatts) .....	\$.03258
Per kilowatt hour for the next 300 hours of the maximum demand (never less than 100 kilowatts) .....	\$.01558
Per kilowatt hour for the next 100 hours of the maximum demand (never less than 100 kilowatts) .....	\$.01058
Per kilowatt hour for all use in excess of 500 hours use of the maximum demand (never less than 100 kilowatts) .....	\$.00558

**Minimum Charge**

The minimum monthly bill will be the demand charge plus the energy charge of 100 hours use thereof.

**Adjustment Clauses**

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

(Continued)

(N)

**Date Filed:** December 5, 2000

**Service on or after**  
**Effective Date:** January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

Discounted Energy Option Rider

Option X

CLASS OF SERVICE: All Residential and Non-demand Commercial  
and Industrial Service

APPLICABILITY

This rider is available to customers who have been on service at the same address pursuant to standard rates for a base period consisting of twelve consecutive months. Once selected, this optional rider shall remain in effect for twelve months and shall automatically extend to additional annual periods unless notice of intent to withdraw is given by either party upon action by the South Dakota Public Utilities Commission. The applicability of this rider is subject to consummation of an agreement between the Company and customer and shall be effective on a basis only. Customers have primary responsibility for applying for service pursuant to this rider.

TERRITORY

Company's Assigned Service Area

RATE

Base Period Monthly Charge (BPMC)	BPMC
Energy Charge ( to be added to BPMC )	
All kilowatt hours, per kilowatt hour .....	\$0.01146

BPMC = Base period consumption @ current standard rate - \$0.01146 Kwh  
12

*"Base period consumption" shall represent the most recent available twelve months historical usage, adjusted only for supportable variances from normal conditions. All BPMC determinations are subject to Rate Department approval.*

MINIMUM CHARGE

The minimum monthly bill will be equal to the BPMC

ADJUSTMENT CLAUSES

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

(N)

(Continued)

Date Filed: <u>December 5, 2000</u>	Service on or after Effective Date: <u>January 5, 2001</u>
-------------------------------------	---

R. F. Levendecker  
*Account by: Vice President Finance & Regulatory Affairs*

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA

Section No. 3  
Sheet No. 23  
Canceling 10<sup>th</sup> Revised  
9<sup>th</sup> Revised Sheet No. 23

CLASS OF SERVICE: Municipal Pumping Service

RATE NO. 41

APPLICABILITY

This schedule is available for municipal water pumping service.

TERRITORY

Company's Assigned Service Area.

RATE

	Per Meter Per Month
Customer Charge.....	\$9.50
Energy Charge ( to be added to the Customer Charge ) :	
Per Kilowatt Hour for all energy used.....	\$0.05180
Minimum Charge .....	\$9.50

Adjustment Clauses

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

(N)

OTHER PROVISIONS

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

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No.25.1  
Sheet No.25.1  
2<sup>nd</sup> Revised  
Canceling 1<sup>st</sup> Revised

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

	<u>Nominal Rating In Watts</u>	<u>Company Owned Rate Per Month</u>	<u>Customer Owned Rate Per Month</u>
<u>Distribution Pole Mounting</u>			
High Pressure Sodium Vapor	100	\$5.02952	\$1.02952
	150	\$5.24555	\$1.44555
	250	\$7.42098	\$2.22098
	400	\$8.76245	\$3.31245
	1000	\$18.33081	\$8.23081
Mercury Vapor	175	\$3.33768	\$1.48768
	250	\$4.22287	\$1.92287
	400	\$6.27156	\$3.37156
	1000	\$11.89056	\$7.04056

**Adjustment Clauses**

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

(N)

**OTHER PROVISIONS**

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

**Company Owned**

1. The Company shall install, own and operate the lighting system. The type and kind of luminaries and supports will comply with Company specifications.
2. The lamp shall be lighted and extinguished by a photo-electric control furnished by the Company. The hours of burning shall be every night from dusk until dawn.
3. Replacement of lamps due to ordinary burnout shall be made at Company expense during regularly scheduled working hours.
4. Installations served pursuant to this rate schedule shall be unmetered.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

CLASS OF SERVICE: Controlled Off Peak Service

RATE NO. 70

APPLICABILITY

This schedule is for electric service to all customers for the purpose of electric use during off-peak periods where said loads do not represent a replacement of similar on-peak loads. This schedule is not available for Irrigation, or Highway, Street, and Area Lighting.

TERRITORY

Company's Assigned Service Area

RATE

	<u>Per Meter</u> <u>Per Month</u>
Customer Charge	
Standard Metering .....	\$4.00
Magnetic Tape Metering .....	\$18.00
Energy ( KWH ) Charge	
Off-peak energy per KWH .....	\$0.00842
( All hours not designated as on-peak )	
On-peak energy per KWH ( Magnetic tape	
installations ) .....	\$0.12442
( 9 a.m. to 8 p.m. Monday through Friday,	
inclusive )	
Minimum Charge	
Standard Metering .....	\$4.00
Magnetic Tape Metering .....	\$18.00
Adjustment Clauses	
a. Adjustment Clause	
b. Tax Adjustment Clause	
c. Bill Crediting Program shall apply.	(N)

OTHER PROVISIONS

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

(1) Off-peak periods will be designated by the Company in accordance with the circumstances which may change from time to time. Hours of off-peak availability shall be a minimum of 10 hours during any 24 hour period.

(Continued)

Date Filed: December 5, 2000

Service on or after  
Effective Date: January 5, 2001

R. F. Leyendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
 HURON  
 SOUTH DAKOTA**

**Section No. 3  
 Sheet No. 35**

Original  
Canceling

**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.

(N)  
(N)

Per KWH (N)  
 Per Month (N)

Yankton Sioux Bill Credit – Energy Charge

All Rate Schedules – (Credit Charge) ..... \$0.01298

(N)  
(N)

Date Filed: December 5, 2000

Effective Date: January 5, 2001

R. F. Leyendecker  
 Issued by: Vice President-Finance & Regulatory Affairs

**NorthWestern Public Service**

**NOTICE OF PROPOSED CHANGE  
IN ELECTRIC RATES**

In compliance with the regulations of the South Dakota Public Utilities Commission, NorthWestern Public Service, a division of NorthWestern Corporation ("NorthWestern") hereby gives notice to its customers that on December 5, 2000, the Company filed with the Commission an Application for a decrease in rates for electric service for certain NorthWestern customers, pursuant to a proposed Bill Crediting Program among the Western Area Power Administration, the Yankton Sioux and NorthWestern. The change in rates is proposed to become effective January 5, 2001.

Under South Dakota law, the Commission may suspend the implementation of the proposed rates pending its decision. A copy of the proposed schedule of electric rates is available in this office for inspection by NorthWestern customers. If you would like to review the proposed schedule of rates, please ask any NorthWestern office personnel for assistance.



**Rodney A. Leyendecker**  
Vice President-Finance & Regulatory Affairs  
NorthWestern Public Service

Contract No. 99-UGPR-198  
Yankton Sioux Tribe  
NorthWestern Public Service

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH YANKTON SIOUX TRIBE  
AND NORTHWESTERN PUBLIC SERVICE  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH YANKTON SIOUX TRIBE  
AND NORTHWESTERN PUBLIC SERVICE  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	2
3.	Agreement.....	2
4.	Term of Contract.....	2
5.	Bill Crediting Program.....	3
6.	Benefit.....	3
7.	Implementation Responsibilities.....	4
8.	Exhibit Made Part of Original Contract.....	7
9.	General Power Contract Provisions.....	7
10.	Audit/Dispute Resolution.....	8
	Signature.....	9
	Certificates	
	Exhibit A - Energy Values for Bill Crediting Program Arrangements and Percentage Participation of Parties	
	General Power Contract Provisions dated July 10, 1998	
	Schedule of Rates for Firm Power Service - Western	
	Schedule of Rates for Firm Power Service - NorthWestern	

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH YANKTON SIOUX TRIBE  
AND NORTHWESTERN PUBLIC SERVICE  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

1. PREAMBLE: This Contract is made this 9th day of November, 20 00, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388), December 22, 1944, (58 Stat. 887), August 4, 1977, (91 Stat. 565), October 24, 1992, (106 Stat. 2776) and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor, hereinafter called the Contracting Officer, and the Yankton Sioux Tribe, a Native American Tribe recognized by the Indian Self Determination Act of 1975, (88 Stat.2203), as amended, hereinafter called Yankton Sioux, NorthWestern Public Service, a division of NorthWestern Corporation, a corporation duly organized under and by virtue of the laws of the State of Delaware, hereinafter called NorthWestern, its successors and assigns, each sometimes hereinafter individually called Party or Contractor, and all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western published a Notice of Final Allocations in the Federal Register on March 11, 1997, at 62 Fed. Reg. 11174 to implement Subpart C - Power Marketing Initiative of the Energy Planning and Management Program at 10 C.F.R. part 905.

That notice identified Yankton Sioux to which Western is willing to commit an allocation of available resource in the year 2001.

2.2 Western and Yankton Sioux have entered into Contract No. 97-UGPR-940, as amended, which identifies a bill crediting program as the means to provide the benefit of the allocation to Yankton Sioux. Because Yankton Sioux has elected to participate in the bill crediting program, the utility which serves Yankton Sioux must enter into this Contract. NorthWestern agrees to assist in passing the preference power benefit through to Yankton Sioux.

2.3 The Parties desire to enter into this Contract to identify the responsibilities of each Party to enact the bill crediting program.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract shall become effective on the date of execution, and subject to prior termination as otherwise provided for herein.

shall remain in effect for successive annual periods through December 31, 2020.  
This Contract may be terminated by any Party with 90 days advance written notice to all Parties prior to the expiration of each annual period.

5. BILL CREDITING PROGRAM: The bill crediting program shall provide the benefit of the firm power allocation to Yankton Sioux utilizing existing transmission and distribution systems and existing power suppliers. The designated eligible tribal account beneficiaries, hereinafter called Beneficiaries, of Yankton Sioux shall receive a share of the tribal benefit as a credit to their power bill through NorthWestern's existing billing processes. Participation by NorthWestern in the bill crediting program and the signing of this Contract does not provide NorthWestern with any ownership or entitlement rights in the preference power allocation, nor does it or is it intended to imply that NorthWestern is a preference entity or grant it preference status in accordance with Reclamation Law. No Contractual or beneficial relationship is intended nor created by this Contract between NorthWestern and the Beneficiaries, individually or as a group, or Western and the Beneficiaries, individually or as a group.

6. BENEFIT: Western agrees to sell energy designated for Yankton Sioux to NorthWestern at a composite rate based upon charges under Western's then current Schedule of Rates for Firm Power Service attached hereto. Western will sell the

energy to NorthWestern so that Yankton Sioux may receive the benefit associated with its preference power allocation. Also attached to this Contract is NorthWestern's then current Schedule of Rates for Firm Power Service which shall be used to determine NorthWestern's composite rate. The benefit is derived from the difference between the composite rate for energy from Western and the composite rate for energy from NorthWestern.

7. IMPLEMENTATION RESPONSIBILITIES:

7.1 Yankton Sioux: Not less than 90 days prior to January 1, 2001, Yankton Sioux shall furnish to NorthWestern and Western the names and addresses of Beneficiaries who are end-use customers of NorthWestern and eligible under the Notice of Final Procedures, 61 Fed. Reg. 41142, published on August 7, 1996, to receive the benefits from the bill crediting program as determined by Western. If this information is not provided as outlined above, NorthWestern will have 90 days from the date the information is submitted to implement the bill crediting program. Yankton Sioux shall have the right to change Beneficiaries after a 30-day written notice consistent with the billing cycle of NorthWestern. Yankton Sioux will designate an authorized representative to make changes of the Beneficiaries and will notify Western and NorthWestern of that authorized representative.

7.2 NorthWestern: NorthWestern shall purchase the energy designated for Yankton Sioux from Western as provided for in Section 6 of this Contract. The amounts of energy purchased and delivered by NorthWestern for each month of the year shall be a percentage of the energy designated to Yankton Sioux as set forth in Exhibit A. Designated energy amounts delivered to NorthWestern may be adjusted annually if agreed to by the Parties. NorthWestern shall maintain billing records in accordance with normal utility practices and shall credit monthly on each account of Beneficiaries, a share of the benefit of the firm power allocation based on the Beneficiaries' energy usage and the Bill Crediting Program Credit rate per kWh. The methods of calculation are as follows:

Determination of tribal monthly credit associated with delivery of Western's energy by NorthWestern in dollars

$$MAE \times PSD \times (\text{NorthWestern's CR} - \text{Western's CR}) = BMC$$

where

MAE = Monthly Amount of Western's Energy Allocation to Yankton Sioux as set forth in Section 2 of Exhibit A

PSD = Power Supplier Distribution Percent of Western's energy delivered by NorthWestern as set forth in Section 4 of Exhibit A

CR = Composite Rate

BMC = Beneficiaries' Monthly Credit

Determination of tribal beneficiary's monthly credit

$$MBEU \times BCPCR = BMC$$

where

**MBEU** = Monthly Beneficiary's Energy Usage

**BCPCR** = Bill Crediting Program Credit Rate

**BMC** = Beneficiaries' Monthly Credit

Prior to twenty (20) days after the end of each calendar quarter, NorthWestern will calculate a revised Bill Crediting Program Credit Rate. This rate will become effective for billings on the first day of the following month.

Determination of the Bill Crediting Program Credit Rate

$$[(AAE \times PSD \times (\text{NorthWestern's CR} - \text{Western's CR})) + \text{or} - EQDBCPC] / EABEU = BCPCR$$

where

**AAE** = Annual Report of Western's Energy Allocation to Yankton Sioux as set forth in Section 2 of Exhibit A

**PSD** = Power Supplier Distribution Percent of Western's energy delivered by NorthWestern as set forth in Section 4 of Exhibit A

**CR** = Composite Rate

**EQDBCPC** = End of Quarter Deferred Bill Crediting Program Credits  
(excess credits are subtracted, deficient credits are added)

**EABEU** = Estimated Annual Beneficiaries' Energy Usage on NorthWestern

**BCPCR** = Bill Crediting Program Credit Rate per kWh

Variations in Beneficiaries' Monthly Credit and actual total Beneficiary's Monthly Credits to billings will be measured monthly. 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 NorthWestern's last general electric rate filing. The most recent allowed rate of return is 10.60 percent.

NorthWestern shall furnish, on an annual basis, a summary of the amounts of benefit for firm power allocation credited to Beneficiaries to the Parties.

7.3 Western: Western will sell to NorthWestern the share of energy as set forth in Exhibit A. If at any time NorthWestern is found to be violating the obligations of this Contract or the spirit of this program, Western reserves the unilateral right to terminate this Contract and discontinue making the sale of energy to NorthWestern at its sole discretion.

B. EXHIBIT MADE PART OF ORIGINAL CONTRACT: Exhibit A, attached hereto, is hereby made part of this Contract and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

9. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective July 10, 1998, attached hereto, are made part of this Contract

the case as if they had been expressly set forth herein. Pursuant to Provision 13.4, the Parties agree to implement a net billing procedure.

10. AUDIT/DISPUTE RESOLUTION: Yankton Sioux or its authorized representative shall have the right, during normal business hours, to examine and inspect billing records of NorthWestern for Beneficiaries, to the extent permitted by law, and consistent with NorthWestern's policies regarding inspection of records, related to such transactions to verify the reasonableness and accuracy of the benefits. In the event of any dispute concerning the benefits provided to Yankton Sioux related to the sale of energy by Western, Yankton Sioux and NorthWestern, shall attempt, in good faith, to resolve such disputes. In the event such informal dispute resolution does not provide a satisfactory resolution, either Yankton Sioux or NorthWestern may request a mutually agreed upon third party to resolve the matter in dispute. Such resolution shall be final and binding.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the  
day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By Robert J. Harris

Title Power Marketing Manager

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

YANKTON SIOUX TRIBE

By Madonna Delambeau

Title Chairperson

Address Route 3, Box 425

Wagner, SD 57380

Attest:

By Ron M. Cooke

Title Secretary

(SEAL)

NORTHWESTERN PUBLIC SERVICE,  
a division of Northwestern Corporation

By Ken Ken

Title Vice President - Northwestern  
Public Service

Address P.O. Box 1318

Huron, SD 57350-1318

Attest:

By Supam Anderson Bachman

Title Asst Secretary

EXHIBIT A  
(Energy Values for Bill Crediting Program Arrangements  
and Percentage Participation of Parties)

1. This Exhibit A made this 9th day of November, 2000, effective under and as a part of Contract No. 99-UGPR-198 dated November 9, 2000, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall remain in effect either until superseded by another Exhibit A or until the termination of the Contract.

2. ENERGY AND DEMAND VALUES FOR BILL CREDITING PROGRAM ARRANGEMENTS: Western has established, for each month of the year, values for the energy and demand of Western to Yankton Sioux as shown below:

<u>Billing</u> <u>Period</u>	<u>KWH</u>	<u>KW</u>	<u>Billing</u> <u>Period</u>	<u>KWH</u>	<u>KW</u>
<u>Winter Season:</u>			<u>Summer Season:</u>		
November	757,604	1,470	May	733,880	1,600
December	861,332	1,639	June	792,661	1,845
January	880,895	1,661	July	851,887	1,932
February 1/	855,204	1,651	August	870,890	1,940
March	783,215	1,608	September	782,542	1,694
April	753,723	1,480	October	752,906	1,526

1/ Energy amounts to be adjusted for extra day in leap year.

3. Western unilaterally reserves the right to appropriately modify the above energy values in the event that the Contract Rate of Deliveries for firm power for Yankton Sioux are modified.

4. PERCENTAGE PARTICIPATION OF PARTIES: Listed below are the participating parties of the bill crediting program and the percentages of the energy under Section 2 that is designated to Yankton Sioux:

<u>Power Supply/Delivery Systems</u>	<u>Percent</u>
Northwestern	60
Basin Electric Power Cooperative/East River Electric Power Cooperative, Inc./Charles Mix Electric Association, Inc.	40
TOTAL	100

This percentage shall be referred to as Power Supplier Distribution.

Extended through September 30, 2003 by Rate Order No. WAPA-90

Schedule P-SED-F6  
(Supersedes Schedule P-SED-F5)

UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

PICK-SLOAN MISSOURI BASIN PROGRAM-EASTERN DIVISION  
MONTANA, NORTH DAKOTA, SOUTH DAKOTA, MINNESOTA, IOWA, NEBRASKA

SCHEDULE OF RATES FOR FIRM POWER SERVICE

Effective:

**First Step:** The first day of the first full billing period beginning on or after February 1, 1994, through September 30, 1994.

**Second Step:** Beginning on the first day of the first full billing period beginning on or after October 1, 1994, through January 31, 1999.

Available:

Within the marketing area served by the Eastern Division of the Pick-Sloan Missouri Basin Program.

Applicable:

To the power and energy delivered to customers as firm power service.

Character:

Alternating current, 60 hertz, three phase, delivered and metered at the voltages and points established by contract.

Monthly Rate:

**First Step:**

**DEMAND CHARGE:** \$3.00 for each kilowatt per month (kW-month) of billing demand.

**ENERGY CHARGE:** 7.76 mills for each kilowatthour (kWh) for all energy delivered as firm power service. An additional charge of 3.38 mills per kWh (mills/kWh), for a total of 11.14 mills/kWh, will be assessed for all energy delivered as firm power service that is in excess of 60-percent monthly load factor and within the delivery obligations under the provisions of the power sales contract.

**BILLING DEMAND:** The billing demand will be as defined by the power sales contract.

**Second Step:**

**DEMAND CHARGE:** \$3.20 for each kW-month of billing demand.

**ENERGY CHARGE:** 8.32 mills for each kWh for all energy delivered as firm power service. An additional charge of 3.38 mills/kWh for a total of 11.70 mills/kWh will be assessed for all energy delivered as firm power service that is in excess of 60-percent monthly load factor and within the delivery obligations under the provisions of the power sales contracts.

**BILLING DEMAND:** The billing demand will be as defined by the power sales contract.

**Adjustments**

**For Character and Conditions of Service:** Customers who receive deliveries at transmission voltage may in some instances be eligible to receive a 5-percent discount on capacity and energy charges when facilities are provided by the customer that result in a sufficient savings to the United States to justify the discount. The determination of eligibility for receipt of the voltage discount shall be exclusively vested in the United States.

**For Billing of Unauthorized Overruns:** For each billing period in which there is a contract violation involving an unauthorized overrun of the contractual firm power and/or energy obligations, such overrun shall be billed at 10 times the above rate.

**For Power Factor:** None. The customer will be required to maintain a power factor at the point of delivery between 95-percent lagging and 95-percent leading.

<b>I. APPLICABILITY.</b>	
1. Applicability .....	2
<b>II. DELIVERY OF SERVICE PROVISIONS.</b>	
1. Character of Service .....	2
2. Use of Capacity or Energy in Excess of Contract Obligation .....	2
3. Continuity of Service .....	2
4. Multiple Points of Delivery .....	3
5. Metering .....	3
6. Existence of Transmission Service Contract .....	3
7. Conditions of Transmission Service .....	4
8. Multiple Points of Delivery Involving Direct and Transmitted Deliveries .....	4
9. Construction, Operation, and Maintenance of Contractor's Power System .....	4
<b>III. RATES, BILLING, AND PAYMENT PROVISIONS.</b>	
11. Change of Rates .....	5
12. Minimum Seasonal or Annual Capacity Charge .....	5
13. Billing and Payment .....	5
14. Nonpayment of Bills in Full When Due .....	6
15. Adjustments for Fractional Billing Period .....	6
16. Adjustments for Curtailments to Firm Service .....	6
<b>IV. POWER SALES PROVISIONS.</b>	
17. Resale of Firm Electric Service .....	7
18. Distribution Principles .....	7
19. Contract Subject to Colorado River Compact .....	7
<b>V. FACILITIES PROVISIONS.</b>	
20. Design Approval .....	7
21. Inspection and Acceptance .....	8
22. As-Built Drawings .....	8
23. Equipment Ownership Markers .....	8
24. Third-Party Use of Facilities .....	8
25. Changes to Western Control Facilities .....	8
26. Modification of Western Facilities .....	9
27. Transmission Rights .....	9
28. Construction and Safety Procedures .....	9-10
29. Environmental Compliance .....	10
30. Responsibility for Hazardous Materials .....	10
<b>VI. OTHER PROVISIONS.</b>	
31. Authorized Representatives of the Parties .....	10
32. Effect of Section Headings .....	10
33. Operating Guidelines and Procedures .....	10
34. Uncontrollable Forces .....	11
35. Liability .....	11
36. Cooperation of Contracting Parties .....	11
* 37. Transfer of Interest in the Contract .....	11-12
38. Waivers .....	12
39. Notices .....	12
40. Contingent Upon Appropriations .....	12
41. Covenant Against Contingent Fees .....	12
42. Contract Work Hours and Safety Standards .....	12
43. Equal Opportunity Employment Practices .....	13
44. Use of Convict Labor .....	13

### 5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

### 6. Metering.

6.1. The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or by the Contractor. The Contractor shall ensure that metering equipment furnished and maintained by the Contractor or another power supplier, as provided in the contract, meets the metering standards of Western if such metering equipment will be used for billing or other accounting purposes by Western.

6.2. Meters shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted, and representatives of the interested parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless another test interval is agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by either party hereto, a supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance. Meters found with broken seals shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3. Except as otherwise provided in Provision 6.4 hereof, should any meter that is needed by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during such period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4. If acceptable inspections and tests of a meter needed by Western for billing or other accounting purposes disclose an error exceeding two percent (2%), then correction based upon the inaccuracy found shall be made of the records of services furnished during the period that such inaccuracy has existed as determined by Western; Provided, That if such period of inaccuracy cannot be determined, correction shall be made for the period beginning with the monthly billing period immediately preceding the billing period during which the test was made.

6.5. Any correction in billing resulting from correction in meter records shall normally be made in the next monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties hereto arising out of inaccuracy of metering equipment.

### 7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

## 8. Conditions of Transmission Service.

8.1. When the electric service under the contract is furnished by Western over the facilities of Western by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2. Unless otherwise provided in the contract or attached rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3. Western will endeavor to inform the Contractor from time to time of any changes in conditions on the system over which the service is supplied, but the costs of any changes made necessary by the Contractor's cause because of changes or conditions on the system over which the service is supplied shall not be a charge against the liability of Western.

8.4. If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5. If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of Western over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

## 9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

## 10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuation of services will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time and services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1. Western will issue bills to the Contractor for service furnished during the preceding month within ten (10) days after the end of the billing period.

13.2. If Western is unable to issue a timely monthly bill, it may elect to render an estimated bill for that month to be followed by the final bill. Such estimated bill shall be subject to the same payment provisions as a final bill.

13.3. Payments are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western; Provided, That payments received by mail will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4. Whenever the parties agree, payments due Western by the Contractor may be offset against payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

#### 14. Nonpayment of Bills in Full When Due.

14.1. Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2. Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

#### 15. Adjustments for Fractional Billing Period.

For a fractional part of a billing period at the beginning or end of electric service, at the beginning or end of irrigation pumping service each year, a fractional billing period under a new rate schedule, and for fractional periods due to withdrawals of electric services, the demand or capacity charge and minimum charges shall each be proportionately adjusted in the ratio that the number of hours that electric service is available to the Contractor in such fractional billing period bears to the total number of hours in the billing period involved.

#### 16. Adjustments for Curtailments to Firm Service.

16.1. Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of 1 hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills in Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2. The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3. The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of 1 hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. POWER SALES PROVISIONS.

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer, Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, (45 Stat. 1057) and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. FACILITIES PROVISIONS.

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

## 21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

## 22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

## 23. Equipment Ownership Markers.

23.1. The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2. If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

## 24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

## 25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1. The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Western's current "Power Systems Safety Manual," "Construction, Safety, and Health Standards," and "Power System Clearance Procedures" in effect upon the signing of the contract; Except, That, in lieu of the safety program required herein, the Contractor may provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2. The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3. At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4. Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5. In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or its authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, and removed subject to compliance with laws, executive orders, and regulations applicable to that party, including the National Environmental Policy Act of 1969, as amended, 36 CFR 800, and the Archeological Resources Protection Act of 1979.

30. Responsibility for Hazardous Materials.

When either party owns equipment containing hazardous material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to hazardous materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Solid Waste Disposal Act and the Resource Conservation Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), and the regulations implementing these laws, as they may be amended, and any other existing or subsequent applicable Federal or state laws and regulations. Each party shall label its equipment containing hazardous material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice is and at the sole expense of the party owning the equipment.

VI. **OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1. The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents, or subcontractors', construction, operation, maintenance, or replacement activities under the contract.

35.2. The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, as amended.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract.

37.1. No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the written approval of the Administrator of Western; Provided, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided

further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

\* 37.2. Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

38. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

39. Notices.

Any notice, demand, or request required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person, or sent by either registered or certified mail, postage prepaid, or prepaid telegram addressed to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice.

40. Contingent Upon Appropriations.

Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

42. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C.A. (329 (1986), is subject to the provisions of the Act, 40 U.S.C.A. (1986), and to regulations promulgated by the Secretary of Labor pursuant to the Act.

43. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the contract.

44. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. 4082 (c)(2) and Executive Order 11755, December 29, 1973.



**Department of Energy**  
Western Area Power Administration  
Upper Great Plains Region  
P.O. Box 35800  
Billings, MT 59107-5800

6520.02

June 6, 2000

B6206.BL

Ms. MaDonna Archambeau  
Chairman  
Yankton Sioux Tribe  
P.O. Box 248  
Marty, SD 57361-0248

Dear Ms. Archambeau:

This letter is to notify you of Western Area Power Administration's (Western) current composite rate for use in conjunction with the Bill Crediting Program Arrangements contracts beginning in January 2001.

Western's firm composite rate for use in conjunction with the Bill Crediting Program Arrangements is 14.23 mills/kWh. This rate was derived from the SCHEDULE OF RATES FOR FIRM POWER SERVICE (Schedule P-SED-F6) that was sent to you with the Bill Crediting Program Arrangements Contracts.

Western reserves the right to adjust this firm composite rate to reflect Western's SCHEDULE OF RATES FOR FIRM POWER SERVICE in effect at the time. Notification of rate changes will be provided at least 60 days prior to implementation.

If you have any questions relating to the above rate, please telephone Mr. Jon Horst, in our Regional Office in Billings, Montana, at (406) 247-7444 or Mr. Greg Vaselaar, in our Huron, South Dakota, Office at (605) 353-9209.

Sincerely,

FOR Robert J. Harris  
Power Marketing Manager

cc:

Mr. Jim Stone, Yankton Sioux Tribe  
Mr. Stephen Courmoyer, Jr., Yankton Sioux Tribe  
Mr. Wayne Backman, Basin Electric Power Cooperative  
Mr. Greg Hollister, East River Electric Power Cooperative, Inc.  
Mr. E.A. Tagtow, Northwestern Public Service Company  
Mr. Mark Mengenhauser, Charles Mix Electric Association, Inc.

NorthWestern Public Service  
 Determination of Composite Rate  
 Bill Crediting Program-Yankton Sioux Tribe

Line No.	Month (a)	Total Allocation to Yankton Sioux		WS-1 Demand Rate, Less Transmission (d)	Demand Cost on WS-1 Rate (e)	Composite Rate, Without Fuel, per Kwh (f)	
		KW (b)	Kwh (c)				
1					Col. (b) X Col. (d)	Col. (e) / Col. (c)	
2	January	1,661	880,895	\$ 7.13	\$ 11,842.93		
3	February	1,651	855,204	\$ 7.13	\$ 11,771.63		
4	March	1,608	783,215	\$ 7.13	\$ 11,465.04		
5	April	1,480	753,723	\$ 7.13	\$ 10,552.40		
6	May	1,600	733,880	\$ 7.13	\$ 11,408.00		
7	June	1,845	792,661	\$ 7.13	\$ 13,154.85		
8	July	1,932	851,887	\$ 7.13	\$ 13,775.16		
9	August	1,940	870,890	\$ 7.13	\$ 13,832.20		
10	September	1,694	782,542	\$ 7.13	\$ 12,078.22		
11	October	1,526	752,906	\$ 7.13	\$ 10,880.38		
12	November	1,470	757,604	\$ 7.13	\$ 10,481.10		
13	December	1,639	861,332	\$ 7.13	\$ 11,686.07		
14	Totals	20,046	9,676,739	\$ 7.13	\$ 142,927.98	\$ 0.01477	
15	PUC Electric Tariff - Section No. 3, 10th Revised Sheet No. 33b						
16	Delivered Cost of Fuel - All Energy Usage per Kwh						\$ 0.01244
17	NorthWestern Composite Rate						
18	November 1, 2000 to January 31, 2001						\$ 0.02721

**CONTINUATION**

1 -

**NorthWestern Public Service, a division of  
NorthWestern Corporation ("NorthWestern")**

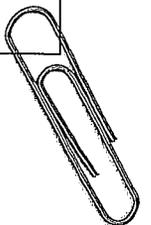
Western Area Power Administration ("Western")  
Bill Crediting Program Adjustment Computation  
for Yankton Sioux Tribe ("Yankton Sioux")  
Quarter Beginning January 1, 2001

Line No.	Description	Jan2001	Feb2001	Mar2001	Next 12 Months
1	Monthly Amount of Western's Energy Allocation				
2	to Yankton Sioux - KWH	880,895	855,204	783,215	9,676,739
3	Power Supplier Distribution Percent of Western's				
4	Energy Delivered by NorthWestern	60%	60%	60%	60%
5	NorthWestern's Composite Rate - Per KWH	\$0.02721	\$0.02721	\$0.02721	\$0.02721
6	Western's Composite Rate - Per KWH	\$0.01423	\$0.01423	\$0.01423	\$0.01423
7	Composite Rate Difference - Per KWH	\$0.01298	\$0.01298	\$0.01298	\$0.01298
8	Beneficiaries' Monthly Credit (Ln 2 * Ln 4 * Ln 7)	<u>\$6,860.41</u>	<u>\$6,660.33</u>	<u>\$6,099.68</u>	\$75,362.44
9	Monthly Total Beneficiaries' Energy Usage - KWH Est	528,537	513,122	469,929	
10	Bill Crediting Program Credit Rate - Per KWH	<u>\$0.01298</u>	<u>\$0.01298</u>	<u>\$0.01298</u>	
11	Beneficiaries' Monthly Credit to Billings	<u>\$6,860.41</u>	<u>\$6,660.33</u>	<u>\$6,099.68</u>	
12	Excess (Deficient) Credits to Billings	\$0.00	\$0.00	\$0.00	
13	First of Month Deferred Bill Crediting Program Credits	\$0.00	\$0.00	\$0.00	
14	Carrying Charge (1/12 * 10.60% * Ln 13)	\$0.00	\$0.00	\$0.00	
15	End of Month Deferred Bill Crediting Program Credits	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
16	Estimated Annual Beneficiaries' Credit with True-up				\$75,362.44
17	Estimated Annual Beneficiaries' Energy Usage - KWH				5,806,043
18	New Bill Crediting Program Credit Rate - Per KWH Effective		5-Jan-01		\$0.01298
19	Deferred Bill Crediting Program Credits Entry				
20	002.0000.00.000.1740.11000.000 (Ln 12 + Ln 14)	\$0.00	\$0.00	\$0.00	
21	002.0000.01.010.5010.11000.001	\$0.00	\$0.00	\$0.00	

Continuation

# 2

# of pages



**WEEKLY FILINGS**

For the Period of November 30, 2000 through December 6, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT00-111 In the Matter of the Complaint filed by Terry Hoffmann, Flandreau, South Dakota, against MCI WorldCom and Ionex Communications North, Inc. Regarding Unauthorized Switching of Services.**

The Complainant alleges that his long distance service was switched without authorization. He seeks "civil penalty according to South Dakota Codified laws."

Staff Analyst: Leni Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 12/06/00  
Intervention Deadline: N/A

**CT00-112 In the Matter of the Complaint filed by Mike Mattern, Aberdeen, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Poor Service.**

The complainant alleges McLeodUSA was contacted on November 13, 2000 to report a phone outage and the phone line was not repaired until November 17, 2000. The complainant alleges the severity and urgency of his request for repairs went unheeded. He reports that being without phone service for almost five days had impacted his business revenue. The complainant is seeking monetary and punitive damages for the amount of \$4890.00 for the period of time without phone service.

Staff Analyst: Charlene Lund  
Staff Attorney: Kelly Frazier  
Date Docketed: 12/06/00  
Intervention Deadline: N/A

**ELECTRIC**

**EL00-034 In the Matter of the Filing by NorthWestern Public Service Company for Approval of a Bill Crediting Mechanism for Yankton Sioux Tribe Members.**

An application by NorthWestern Public Service was filed with the Commission for approval of a Bill Crediting Program which would reflect an adjustment to normal NorthWestern Public Service Rates for preference power committed to the Yankton Sioux Tribe by Western Area Power Administration. As a result of reallocations of Western Area Power Administration preference power, low cost power is being made available to several Indian Tribes. The proposed credit adjustment mechanism would allow members of the Yankton Sioux Tribe to realize the savings of this low cost power.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 12/6/00  
Intervention Deadline: 12/22/00

## TELECOMMUNICATIONS

### **TC00-197 In the Matter of the Filing for Approval of an Opt-In Interconnection Agreement between Qwest Corporation and Maxcess, Inc.**

An Opt-In Interconnection Agreement between Qwest Corporation (Qwest) and Maxcess, Inc. (Maxcess) was filed with the Commission for approval. The agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Maxcess for the provision of local exchange services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than December 20, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 11/30/00  
Initial Comments Due: 12/20/00

### **TC00-198 In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

ALLTEL Communications, Inc. (ALLTEL) has filed a request for a Certificate of Authority to provide resold telecommunications services throughout South Dakota. ALLTEL intends to offer resold intrastate, interstate and international long distance service, including calling cards.

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 12/04/00  
Intervention Deadline: 12/22/00

You may receive this listing and other PUC publications via our website or via internet e-mail.  
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

**SOUTH DAKOTA ELECTRIC RATE SCHEDULE**

**NORTHWESTERN PUBLIC SERVICE COMPANY  
HURON  
SOUTH DAKOTA**

Section No. 3  
Sheet No. 35  
3<sup>rd</sup> Revised  
Canceling 2<sup>nd</sup> 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.

	Per KWH	(N)
	<u>Per Month</u>	(N)
<u>Yankton Sioux Bill Credit – Energy Charge</u>		(N)
All Rate Schedules – (Credit Charge) .....	\$0.01298	(N)

**RECEIVED**

JAN 04 2001

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Date Filed: January 3, 2001

Effective Date: January 5, 2001

R. F. Levendecker  
Issued by: Vice President-Finance & Regulatory Affairs

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE FILING BY</b>	)	<b>ORDER APPROVING TARIFF</b>
<b>NORTHWESTERN PUBLIC SERVICE FOR</b>	)	<b>REVISIONS</b>
<b>APPROVAL OF A BILL CREDITING</b>	)	
<b>MECHANISM FOR YANKTON SIOUX TRIBE</b>	)	<b>EL00-034</b>
<b>MEMBERS</b>	)	

On December 6, 2000, NorthWestern Public Service Company (NWPS) filed with the Public Utilities Commission (Commission) the following tariff sheets proposing to implement a Bill Crediting Program which the Yankton Sioux Tribe and the Western Area Power Administration (Western) have agreed to participate in. According to the filing, NorthWestern billings to eligible members of the Tribe will reflect an adjustment for preference power committed to the Tribe by Western. The tariffs to be revised are as follows:

Section No. 1	5th Revised Sheet No. 2
Section No. 3	12th Revised Sheet No. 1
Section No. 3	7th Revised Sheet No. 2
Section No. 3	10th Revised Sheet No. 3
Section No. 3	8th Revised Sheet No. 4
Section No. 3	14th Revised Sheet No. 5
Section No. 3	11th Revised Sheet No. 6
Section No. 3	9th Revised Sheet No. 7
Section No. 3	6th Revised Sheet No. 8
Section No. 3	14th Revised Sheet No. 9
Section No. 3	9th Revised Sheet No. 10
Section No. 3	9th Revised Sheet No. 11
Section No. 3	10th Revised Sheet No. 12
Section No. 3	12th Revised Sheet No. 14
Section No. 3	11th Revised Sheet No. 15
Section No. 3	6th Revised Sheet No. 18
Section No. 3	10th Revised Sheet No. 23
Section No. 3	2nd Revised Sheet No. 25.1
Section No. 3	10th Revised Sheet No. 28
Section No. 3	3rd Revised Sheet No. 35

At its regularly scheduled meeting of January 4, 2001, the Commission considered approval of the application. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-34A. The Commission voted to approve the tariff revisions (Laska Schoenfelder, dissenting). The Commission further finds that the filing is just and reasonable and shall be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that the NWPS revised tariff sheets, as described above, are approved and shall be effective for service rendered on and after January 5, 2001.

Dated at Pierre, South Dakota, this 17<sup>th</sup> day of January, 2001.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Melanie Kolbo

Date: 1/17/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner,  
dissenting

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY )  
NORTHWESTERN PUBLIC SERVICE FOR )  
APPROVAL OF A BILL CREDITING )  
MECHANISM FOR YANKTON SIOUX TRIBE )  
MEMBERS )

ERRATA NOTICE

EL00-034

Due to an error in the order dated January 17, 2001, in the above captioned matter, the following is provided as a correction to that error. The description of the tariff sheet approved relating to Section No. 3 was erroneously described as follows:

Section No. 3, 9th Revised Sheet No. 11  
which cancelled 8th Revised Sheet No. 11

The correct description is as follows:

Section No. 3, 11th Revised Sheet No. 11  
which cancelled 10th Revised Sheet No. 11

Dated at Pierre, South Dakota, this 28<sup>th</sup> day of March, 2001.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: *Aldine Kelso*

Date: 3/29/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner