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April 7, 2006

Ms. Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
Pierre, South Dakota 57501

RECEIVED

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Dear Ms. Van Gerpen:

Enclosed is NorthWestern's revised Electric General Terms and Conditions Tariff. This version incorporates the changes to the original filing as agreed upon by Commission Staff and NorthWestern. Pending Commission approval at the April 11 SD PUC meeting, the effective date is stated as May 1, 2006.

Should you have any questions regarding the above changes, please advise.

Sincerely,

A handwritten signature in cursive script that reads "Jeff J. Decker".

Jeff J. Decker

JJD

Enclosures

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

**Section No. 5
Sheet No. 1
Sheet No. 1**

**6th Revised
5th Revised**

Canceling

GENERAL TERMS AND CONDITIONS

APPLICABILITY

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

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CUSTOMER CONNECTION CHARGE

Customer Connection is defined as attaching a Customer to receive utility service upon a request for new service or reconnection of discontinued service (Customer Connection does not include the reconnection of a Customer whose utility services were discontinued due to nonpayment of utility bills. Reconnection charges for such Customers are based on the Company's hourly rates for service work with a one hour minimum.) The amount of the Customer Connection Charge will be \$10.00 for all Customer Connections during normal business hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays, and \$15.00 for Customer Connections during other than regular business hours. The connection charge will be billed on all Customers applying for electric service. The Customer Connection Charge shall be paid by the Customer receiving power and energy from the Company, and is due and payable upon presentation. If a bill is not paid, the Company shall have the right to refuse service.

ACCESS TO PREMISES

The Company has the right of access to the Customer's premise, including right-of-way, at all reasonable times for the purpose of installing, reading, inspecting, or repairing any service lines, meters, devices, and other equipment and facilities used in connection with furnishing of any or all service, including any necessary repairs and maintenance, or for the purpose of removing its property and for all other proper purposes.

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OWNER'S CONSENT TO OCCUPY

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

CUSTOMER'S INSTALLATION

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

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

(Continued)

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

Section No. 5
Sheet No. 1a

Canceling 2nd Revised 1st Revised
Sheet No. 1a

GENERAL TERMS AND CONDITIONS

(Continued)

EXTENSION OF SERVICE

The Company may elect to install overhead or underground facilities to extend service. If the Company intends to install overhead facilities to extend service, the Customer may request the Company to instead install underground facilities to extend service to Customer. In such case, the terms and conditions related to Underground Service in these tariffs shall apply

UNDERGROUND SERVICE

For underground electric services, the Company will install underground facilities to extend a service line without charge to the extent of 150 feet of cable along the shortest feasible route from the distribution line to the point of service attachment. If additional footage is required, the Customer will make a non-refundable contribution of \$1.00 per foot of cable exceeding 150 feet. The Customer will arrange and pay for all trenching and backfilling, consistent with the Company's specifications, that are required for installation of the underground service line. In addition, the Customer will pay the Company for any conduits or fittings used in the installation of such service line.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

No electric service will be used by the Customer on the same installation in conjunction with the Company's service, either by means of a throw-over switch or any other connection or device, except where the Customer has a contract with the Company for reserve or auxiliary service.

The Customer will not sell the electricity purchased from the Company to any other Customer, company, or person, and Customer will not deliver electricity purchased from the Company to any connection wherein said electricity is to be used off the Customer's premises or by persons over whom Customer has no control, except as specifically provided for in the Customers' Contract For Service.

PROTECTION OF COMPANY'S PROPERTY

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

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

**Section No. 5
Sheet No. 2**

Canceling 2nd Revised Sheet No. 2

GENERAL TERMS AND CONDITIONS
(Continued)

METERING

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

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

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

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SUBMETERING

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

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METERING FOR RESALE

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

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METER TEST BY CUSTOMER REQUEST

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

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

Section No. 5
Sheet No. 3
Sheet No. 3

3rd Revised
Canceling 2nd Revised

GENERAL TERMS AND CONDITIONS

(Continued)

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

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

MASTER METERING

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

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

DETERMINATION OF MEASURED DEMAND

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

DETERMINATION OF BILLING DEMAND

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

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

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

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

Section No. 5
Sheet No. 4
7th Revised
Canceling 6th Revised Sheet No. 4

GENERAL TERMS AND CONDITIONS
(Continued)

the metering point.

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

a) Accounts with measured demand

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

b) Accounts without measured demand

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

MONTHLY BILLS

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

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

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

TERMS OF PAYMENT

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

(Continued)

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA

Section No. 5
Sheet No. 6
Canceling 2nd Revised
3rd Revised Sheet No. 6

GENERAL TERMS AND CONDITIONS
(Continued)

Budget Bill Payment Plan

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

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

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

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

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

RESIDENTIAL WATER HEATER RESTRICTION

Residential water heater installation shall be equipped with thermostatically controlled noninductive heating elements designed for a nominal voltage of 240 volts single phase service. Water heaters shall have an electric capacity of not more than 5000 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operation.

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SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

Section No. 5
Sheet No. 6.1
1st Revised
Canceling Original Sheet No. 6.1

GENERAL TERMS AND CONDITIONS

(Continued)

CUSTOMER'S EQUIPMENT

The transformers, service conductors, meters and other equipment used in furnishing service to a Customer have a definite capacity. Therefore, no material increase in load or equipment will be made without first making arrangements with the Company for the additional electric supply.

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

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

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

PROTECTION SERVICE

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

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

CONTINUITY OF SERVICE AND VOLTAGE REGULATION

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service. The Company will furnish electric service within normal voltage and frequency limits, provided, however, if the normal voltage regulation

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