

ELU6-014

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May 15, 2006

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South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

RECEIVED
MAY 15 2006
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: IN THE MATTER OF THE PETITION FOR ELECTRICAL SERVICE BY
DAKOTA VINYL EXTRUSIONS, INC. TO HAVE NORTHWESTERN
ENERGY ASSIGNED AS ITS ELECTRIC PROVIDER IN THE SERVICE
AREA OF CODING-CLARK ELECTRIC COOPERATIVE, INC.
OUR FILE 0230

Dear Commissioners:

Enclosed please find the original and 10 copies of the Petition for Electrical Service with
attached exhibits and Notice of Appearance and Request for Documents by Brett Koenecke, and
Notice of Appearance and Request for Documents by John Archer.

By copy of this letter I am serving counsel.

Very truly yours,

MAY, ADAM, GERDES & THOMPSON LLP


BRETT KOENECKE

BK/jml

Enclosures

cc: John Archer
Jay Morris
Mike Young
Darryl Tonak

STATE OF SOUTH DAKOTA
BEFORE THE
PUBLIC UTILITIES COMMISSION

RECEIVED

MAY 15 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Petition for Electrical Service)
by Dakota Vinyl Extrusions, Inc. to Have)
NorthWestern Energy Assigned as its)
Electric Provider in the Service Area of)
Codington-Clark Electric Cooperative, Inc..)

Docket No. EL06-___

PETITION FOR ELECTRICAL SERVICE

Comes now Dakota Vinyl Extrusions, Inc. ("Dakota Vinyl"), by and through its President and General Manager Darryl Tonak, and John Archer, its attorney, and pursuant to SDCL 49-34A-56, respectfully petitions the South Dakota Public Utilities Commission (the "Commission") as follows:

I. DAKOTA VINYL AS QUALIFYING CUSTOMER

A. Dakota Vinyl is constructing and will operate a manufacturing plant, which will extrude vinyl into consumer products, at a site located in the following tract of land in South Dakota:

NW1/4 of Section 8, Township 116N, Range 57W, just east of Clark, SD, in Clark County.

The location is noted as building pad #4 on the attached Exhibit A.

B. Dakota Vinyl is a new customer, seeking electrical service to a new location, which has developed since March 21, 1975, and such location is outside the territory of NorthWestern Energy and municipal boundaries of the City of Clark as such boundaries existed on March 21, 1975, all pursuant to SDCL 49-34A-56. The new location is within the boundaries of the territory served by Codington-Clark Electric.

C. Dakota Vinyl's facility will have electric service requirements with a contracted minimum demand in excess of two thousand kilowatts.

II. REQUESTED ELECTRIC SERVICE PROVIDER

A. Dakota Vinyl desires to receive electrical service from NorthWestern Corporation, doing business as NorthWestern Energy ("NorthWestern Energy"), for all of its electrical needs at the facility.

B. Dakota Vinyl is informed and believes that NorthWestern Energy can furnish electrical service to meet the Facility's needs, consistent with the factors of SDCL 49-34A-56 as follows:

(1) NorthWestern Energy can meet the electrical service requirements of the load to be served. NorthWestern Energy would power Dakota Vinyl from a point currently 3685 feet distant from the location.

(2) NorthWestern Energy has an adequate power supply, and can serve the new location by constructing 3685 feet of new line; The point from which NorthWestern proposes to serve the new location is marked as "Deadend Pole" on the map attached as Exhibit B.

(3) Serving the Facility will assist in the development and improvement of the NorthWestern Energy electric system, including economic factors relating thereto, because the Dakota Vinyl facility will become, upon construction, a part of the larger Clark community, a part of NorthWestern Energy's territory pursuant to law. Further, NorthWestern previously served the McCain Foods plant located in Clark, SD, which was shuttered. That plant was purchased by others and is now operating but at a small fraction of

the load when McCain's was operating it. Serving the load in this petition would allow NorthWestern to utilize capacity which was built to supply the huge load at McCain's. This is capacity not fully utilized since McCain's was closed.

(4) NorthWestern Energy has adequate facilities in proximity to the Facility from which electric service of the type required may be delivered. As discussed above, NorthWestern needs to run distribution line only as opposed to the construction of a substation and erecting transmission.

(5) Dakota Vinyl has a strong preference to be served by NorthWestern Energy; and

(6) Other pertinent factors exist related to the furnishing of adequate electric service to fulfill Dakota Vinyl's requirements which support the ability of NorthWestern Energy to provide such service, including the fact that NorthWestern will provide gas service to the location.

C. Dakota Vinyl has negotiated with NorthWestern Energy a proposed Electric Service Agreement, subject to Commission approval of this Petition, which Dakota Vinyl believes will allow it to receive reliable electrical service at an economic rate and without extensive development of facilities to provide such service. The agreement is attached hereto as Exhibit C. That agreement is based on Tariff Options N and L, attached hereto as Exhibit D.

III. CONCLUSION

A. Dakota Vinyl, as Petitioner, and as the owner of the Facility, hereby requests a hearing on this Petition as soon as possible to authorize Dakota Vinyl to receive permanent electrical service from NorthWestern Energy.

B. Dakota Vinyl also joins in support of the Joinder of NorthWestern Energy in this proceeding, which Joinder is attached to this Petition as Exhibit E.

WHEREFORE, Petitioner Dakota Vinyl requests the Commission, after notice and hearing in this matter, to assign NorthWestern Energy as the supplier of electrical service to the location described above.

Dated this 16th day of May, 2006.

DAKOTA VINYL EXTRUSIONS, Inc.

By: 


Darryl Tonak, Manager


Attorney for Dakota Vinyl

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF CLARK)

On this 15th day of May, 2006, before me, the undersigned Notary Public, personally appeared Darryl Tonak, known to me to be the President and General Manager of Dakota Vinyl Extrusions, Inc. a South Dakota Corporation, and that he, as President with full authority to do so, executed the foregoing Petition for the purposes contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public South Dakota
My Commission Expires: _____ My commission expires ~~11-28-2009~~

U.S. HWY #212

U.S. HWY #212

Exhibit A



TNSP: 116 N Range: 57W Sec: 8 Qtr: NW

EXHIBIT A

Exhibit B

IN WITNESS WHEREOF WE HAVE SIGNED

Illinois
STATE OF SOUTH DAKOTA)
COUNTY OF DeWitt)SS

ON THIS THE 28 DAY OF DECEMBER
APPEARED RANDY MYLES, THE VICE PRESIDENT,
AUTHORIZED REPRESENTATIVE AND WHO IS

IN WITNESS WHEREOF, I HEREBY SIGN

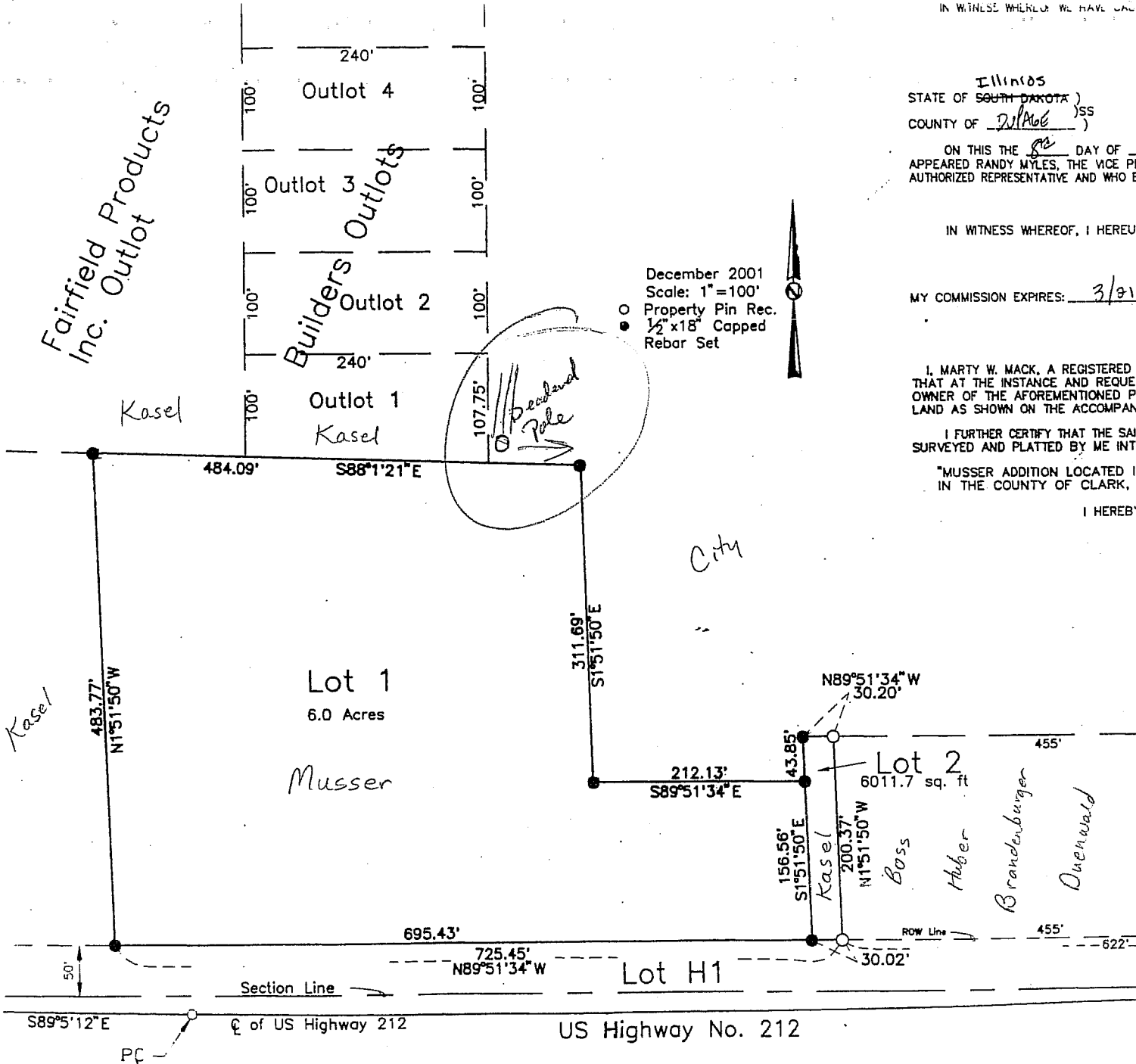
MY COMMISSION EXPIRES: 3/31

I, MARTY W. MACK, A REGISTERED SURVEYOR,
AT THE INSTANCE AND REQUEST OF THE
OWNER OF THE FOREMENTIONED PROPERTY,
LAND AS SHOWN ON THE ACCOMPANYING

I FURTHER CERTIFY THAT THE SAID PROPERTY
SURVEYED AND PLATTED BY ME INTO

MUSSER ADDITION LOCATED IN
IN THE COUNTY OF CLARK,

I HEREBY SIGN



SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made this _____ day of October, 2005, by and between NorthWestern Corporation, a Delaware corporation, doing business as NorthWestern Energy ("NorthWestern") and Dakota Vinyl Extrusions, LLC, a South Dakota limited liability company ("Dakota Vinyl"). NorthWestern and Dakota Vinyl may individually and collectively be referred to herein as a "Party" and "Parties" respectively.

WHEREAS, Dakota Vinyl proposes to receive electric and natural gas service from NorthWestern under the terms of NorthWestern's electric and natural gas tariffs on file with, and made effective by approval of, the South Dakota Public Utilities Commission (the "Commission"), with electric service to be provided by NorthWestern if Dakota Vinyl is successful in its petition for electric service to be filed with the Commission;

WHEREAS, NorthWestern and Dakota Vinyl have negotiated this Agreement for electric and natural gas service; and

WHEREAS, Dakota Vinyl plans to file a petition for electric service, pursuant to SDCL 49-34A-56, with the Commission, as a new large load customer at a new location, and NorthWestern plans to support such petition before the Commission;

NOW, THEREFORE, in consideration of the premises, and mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

1. Definitions

All terms used in this Agreement shall have the same definition as the same terms in NorthWestern's Rate 34 Large Commercial and Industrial Service tariff, its Options N New Business Incentive Rider tariff, and its Option L Large Customer Incentive Rider tariff for electric service and NorthWestern's Rate 84 Commercial and Industrial Firm Sales Service for natural gas service, as well as the general terms and conditions of service related to both types of service (collectively, the "Tariffs") unless otherwise noted. Should any term be changed, added or deleted from the Tariffs, the meaning of that particular term as used in the Tariffs on the Effective Date of this Agreement shall be used.

2. Rates

During the term of this Agreement Dakota Vinyl shall receive service under NorthWestern's Tariffs, as approved by the Commission and as in effect from time to time.

3. Term and Termination

- A. This Agreement shall be effective with approval by the Commission of the petition for electric service to be filed by Dakota Vinyl and shall continue for an initial term of ten (10) years. Following such initial term, electric service by NorthWestern to Dakota Vinyl shall be pursuant to the Tariffs or as otherwise agreed by the Parties. Dakota Vinyl shall receive electric service under Option N for the first five (5) years of service under this Agreement and electric service under Option L for the succeeding five (5) years of service, with service under Option L continuing thereafter, as agreed by the Parties.
- B. Should Dakota Vinyl not be granted its petition to be served by NorthWestern, the provisions for electric service in this Agreement shall be eliminated, and NorthWestern shall solely provide natural gas service to Dakota Vinyl.

- C. Should the Commission approve such petition, but require material modifications to this Agreement, the Parties shall meet within ten (10) days of the Commission's action to negotiate, in good faith, an amendment to this Agreement that is mutually acceptable and that complies with the Commission's ruling. Should the Parties be unable to negotiate such an amendment, either Party may terminate this Agreement forthwith by providing the other Party written notice of termination.
- D. Should this Agreement be changed or amended after the Effective Date by a regulatory authority exercising jurisdiction, then the Parties shall meet within thirty (30) days to negotiate, in good faith, revisions to this Agreement that would provide for continued delivery service from NorthWestern. Should the Parties be unable to agree upon a revision of this Agreement within thirty (30) days from the initial meeting, then either Party may terminate this Agreement forthwith.

4. Notices

Any notice, request, demand, monthly statement or payment provided for in this Agreement, or any notice which either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when delivered in person, mailed by first-class, postage prepaid United States mail, or by prepaid overnight delivery to the other Party by the United States Postal Service, Federal Express or other overnight delivery service addressed to the other Party at its address indicated below, or at such other address as either Party may designate for itself in writing to the other Party. Notices that are required to be given or that may be given by telephone or facsimile transmission shall be directed to the telephone numbers indicated below or at such other telephone number as either Party may designate for itself in writing to the other Party.

NorthWestern

Dakota Vinyl

Contract Administration
 NorthWestern Energy
 600 Market Street West
 Huron, SD 57350-1500
 Attn: Jay Morris
 Telephone: 605-353-7506
 Fax: 605-353-7636

Payment
 NorthWestern Energy
 600 Market Street West
 Huron, SD 57350-1500
 Attn: Accounts Receivable

Invoices

5. Miscellaneous

- A. This Agreement and its performance by both Parties shall be interpreted in accordance with the laws of the State of South Dakota and shall be subject to all applicable rules and regulations of regulatory authorities having jurisdiction. Questions or disagreements based upon cost of service analyses, the Tariffs and other issues within the jurisdiction of the Commission shall first be submitted to the Commission staff for

informal resolution. Nothing in the preceding sentence shall limit or preclude either Party from pursuing any and all of their respective legal remedies.

- B. This Agreement sets forth all understandings between the Parties respecting electric and natural gas service to Dakota Vinyl's facility subject hereto, and any prior contracts, agreements, understandings and representations, whether oral or written relating to such transportation service are superceded by this Agreement.
- C. A full copy of the Tariffs as in effect and approved by the Commission as of the date of this Agreement shall be furnished to Dakota Vinyl upon request.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN CORPORATION, doing
business as NORTHWESTERN ENERGY

By: _____
Name: _____
Title: _____

DAKOTA VINYL EXTRUSIONS, LLC

By: _____
Name: _____
Title: _____

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 3
No. 21
Original
Canceling _____
Sheet No. 21

Extended Service Rider

OPTION L

CLASS OF SERVICE: Commercial and Industrial Service

APPLICABILITY

This rider is available to Commercial and Industrial customers for loads which represent either (1) a trailing 12 month average demand of 1,000 KW or greater and an average load factor greater than 50 percent or (2) a trailing 12 month average load factor greater than 75 percent and an average demand of 500 KW or greater. The applicability of this rider is subject to consummation of an agreement between Northwestern and customer and shall be effective on a prospective basis only. Customers have primary responsibility for applying for service pursuant to this rider.

TERRITORY

Northwestern's Assigned Service Area

RATE

The following discounts shall be applied to the non-fuel portion of the total demand and energy charges:

<u>Months Remaining in Contract Term</u>	<u>Discount</u>
49 - 120	8 percent
37 - 48	4 percent
25 - 36	3 percent
13 - 24	2 percent
12 or less	1 percent

All provisions of Northwestern's filed tariff not specifically changed by this rider schedule shall apply. Option L can be contracted for a period of up to 10 years.

(Continued)

Date Filed: October 20, 1997

Effective Date: November 1, 1997

R. F. Leyendecker
Issued By: Vice-President, Market Development

EXHIBIT D

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 3
No. 21.1
Sheet No.21.1
Original
Canceling _____

Extended Service Rider OPTION L

(Continued)

OTHER PROVISIONS

- 1) The applicability of monthly customer and minimum charges, adjustment clauses and other provisions is unaffected by this rider. Stated provisions of tariff schedule under which load is being served shall remain in effect.
- 2) This discount may not be used concurrently with any other discounting pursuant to tariff or special contract.
- 3) Option L may be renewed on an annual basis, at the discretion of Northwestern and the customer.
- 4) Northwestern reserves the right to reject customer loads for which sufficient capacity is not available or where said loads may otherwise jeopardize Northwestern's system or the welfare of existing customers.
- 5) Northwestern, at its option, may terminate the Option L agreement if the customers Demand or energy use is reduced on an annual basis by 10% or more.
- 6) Revenues which may be lost by Northwestern by reason of its entering into agreements under Option L shall not be recovered from its customers irrespective of their customer class. The determination of whether revenues have been lost shall be made by the South Dakota Public Utilities Commission in a rate proceeding or in a proceeding pursuant to SDCL 49-34A-26.
- 7) Discounts offered under Option L shall be applied to standard rates as approved by the South Dakota Public Utilities Commission from time to time.

Date Filed: October 20, 1997

Effective Date: November 1, 1997

R. F. Leyendecker

Issued By: Vice-President, Market Development

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 3
Original No. 21.2
Canceling Sheet No.21.2

EXTENDED SERVICE AGREEMENT

NAME(S) _____ DATE _____

SERVICE ADDRESS _____ CITY _____

ACCOUNT NO. _____ RATE NO. _____ BILLING CYCLE _____

The undersigned Customer and Northwestern Public Service "Northwestern" agree that electricity will be provided by Northwestern to Customer as follows:

(1) Customer has either (1) a trailing 12 month average demand of 1,000 KW or greater and an average load factor greater than 50 percent or (2) a trailing 12 month average load factor greater than 75 percent and an average demand of 500 KW or greater and is receiving electric service from Northwestern under the rate listed above.

(2) During the term of this Agreement, the rate per KWH of electricity delivered by Northwestern to Customer will be subject to the discounts on the non-fuel portion of the demand and energy charges in accordance with the following:

Months Remaining in Contract Term	Discount
49 - 120	8 percent
37 - 48	4 percent
25 - 36	3 percent
13 - 24	2 percent
12 or less	1 percent

(3) The term of this Agreement shall be ___ months, beginning with the execution of this Agreement.

(4) All provisions of Northwestern's filed tariff listed above, including Northwestern's General Terms and Conditions, all as amended from time to time and filed with the South Dakota Public Utilities Commission, not specifically changed by this Agreement shall apply.

Accepted and approved this _____ day of _____, 19__.

NORTHWESTERN PUBLIC SERVICE

CUSTOMER

By _____

By _____

Title _____

Title _____

Date Filed: October 20, 1997

Effective Date: November 1, 1997

R. F. Levendecker
Issued By: Vice-President, Market Development

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

**NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA**

Section No. 3
No. 19
Sheet No. 19

5th Revised
Canceling 4th Revised

New Business Incentive Rider

OPTION N

CLASS OF SERVICE: Commercial and Industrial Service

APPLICABILITY

This rider is available to new Commercial and Industrial customers for new loads which represent minimum additional demand requirements of 5 KW or greater. The applicability of this rider is subject to consummation of an agreement between the Company and customer and shall be effective on a prospective basis only. Customers have primary responsibility for applying for service pursuant to this rider.

TERRITORY

Company's Assigned Service Area

RATE

Qualifying loads applicable to new customers shall be eligible for:

Non-Demand Accounts (Rate Nos. 21 & 25)

A 20% discount applicable to standard rates (exclusive of fuel cost)
otherwise applicable based upon the Company's filed retail tariff for a period of two years.

Demand Accounts (Rate Nos. 33 & 34)

A 30% discount applicable to standard demand charges otherwise applicable based upon
the Company's filed retail tariff for a period of five years.

plus

A bonus discount applicable to standard demand charges other wise applicable based upon achieved
load factors during the billing period as follows:

<u>Achieved Load Factor</u>	<u>Bonus Discount</u>
50%	20%
60%	30%
70%	40%
80%	50%

(continued)

Date Filed: October 11, 1984

Effective Date: October 15, 1984

R. F. Levendecker

Issued By: Vice-President, Rates & Regulations

SOUTH DAKOTA ELECTRIC RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

	1st Revised	Section No. 3
	Original	No. 19.1
	Canceling	Sheet No.19.1

New Business Incentive Rider

OPTION N

(continued)

OTHER PROVISIONS

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

- 2) New customer load is defined as load being connected to the Company's system for the first time or re-established load that has been off service for a period of twelve months. In the event re-established load is under new ownership, the twelve month off service provision may be reduced or waived on a case by case basis at the Company's discretion.

- 3) This promotional rider is being offered as a result of a current capacity condition on the Company's system. The Company reserves the right to reject customer loads for which sufficient capacity is not available or where said loads may otherwise jeopardize the Company's system or the welfare of existing customers.

Date Filed: October 11, 1984

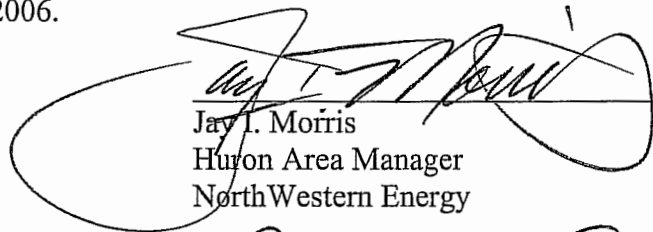
Effective Date: October 15, 1984

R. F. Leyendecker
Issued By: Vice-President, Rates & Regulations

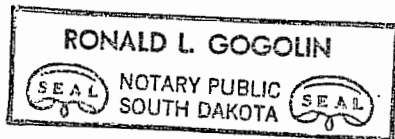
5. Dakota Vinyl desires to have NorthWestern Energy supply electric service to the Facility, and NorthWestern Energy offers and agrees to comply with such request. To accomplish this, Dakota Vinyl and NorthWestern Energy have entered into an Electric Service Agreement, subject to the Commission's approval of this Petition.

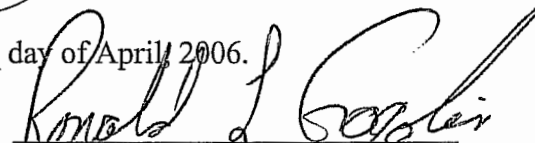
6. NorthWestern Energy is ready, willing, and able to comply with the request for service of Dakota Vinyl, and respectfully urges the Commission to grant the Petition.

Dated this 17 day of April, 2006.


Jay L. Morris
Huron Area Manager
NorthWestern Energy

Subscribed and sworn to before me this 17 day of April, 2006.




Notary Public South Dakota
My Commission Expires: July 30, 2010