

December 12, 2023

Ms. Patricia Van Gerpen, Executive Director South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Pierre, South Dakota 57501

Re: South Dakota Electric Rate Schedule: Revised Tariff Sheets to Reflect Corporate Restructuring

Ms. Van Gerpen:

With this letter, NorthWestern Corporation is filing revised tariff sheets to reflect the corporate restructuring approved by the South Dakota Public Utilities Commission in Docket No. GE22-002.

The initial steps of our restructuring are progressing as anticipated. NorthWestern Corporation is now a wholly-owned subsidiary of holding company NorthWestern Energy Group, Inc., and NorthWestern Energy Public Service Corporation, the new affiliate organized for our South Dakota–Nebraska utility operations, was organized as a subsidiary of NorthWestern Corporation. The final step of our restructuring will be effective January 1, 2024. Through a series of financial transactions, we will move the South Dakota-Nebraska utility assets and associated liabilities into NorthWestern Energy Public Service Corporation. NorthWestern Corporation will continue to own and operate our Montana regulated utility business, and NorthWestern Energy Public Service Corporation will own and operate the South Dakota–Nebraska regulated utility business. Each entity will be a direct subsidiary of parent NorthWestern Energy Group, Inc., and we will continue to conduct business under the "NorthWestern Energy" name in all three states.

The attached tariff sheets have been revised to replace "NorthWestern Corporation d/b/a NorthWestern Energy" with "NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy." As part of this name change filing, cosmetic changes were made within the tariff sheet header to correct spacing, font and underlining of items in order to provide a consistent view on each header page. There are no substantive changes within the body of the tariff.

Please contact me if you have questions regarding this filing.

Sincerely,

Jeff J. Decker Lead - Regulatory Specialist jeff.decker@northwestern.com 0 605-353-8315

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
SIOUX FALLS			Section No. 1
SOUTH DAKOTA		16th Revised	Sheet No. 1
	Canceling_	15th Revised	Sheet No. 1

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Effective Date: <u>June 1, 2017</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

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SOUTH DAKOTA		2nd Revised	Sheet No. 3
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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 2
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## PRELIMINARY STATEMENT

## **TERRITORY SERVED**

The Company provides electric service at retail in all portions of its Assigned Service Area established by the South Dakota Public Utilities Commission. Official Territorial Maps are on file with the Public Utilities Commission. The Company's Assigned Service Area includes the following communities:

A map showing communities served with electric service at retail is on Sheet No. 3.

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Effective Date: <u>December 29, 2015</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 2
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# PRELIMINARY STATEMENT (Continued)

## TYPES AND CLASSES OF SERVICES

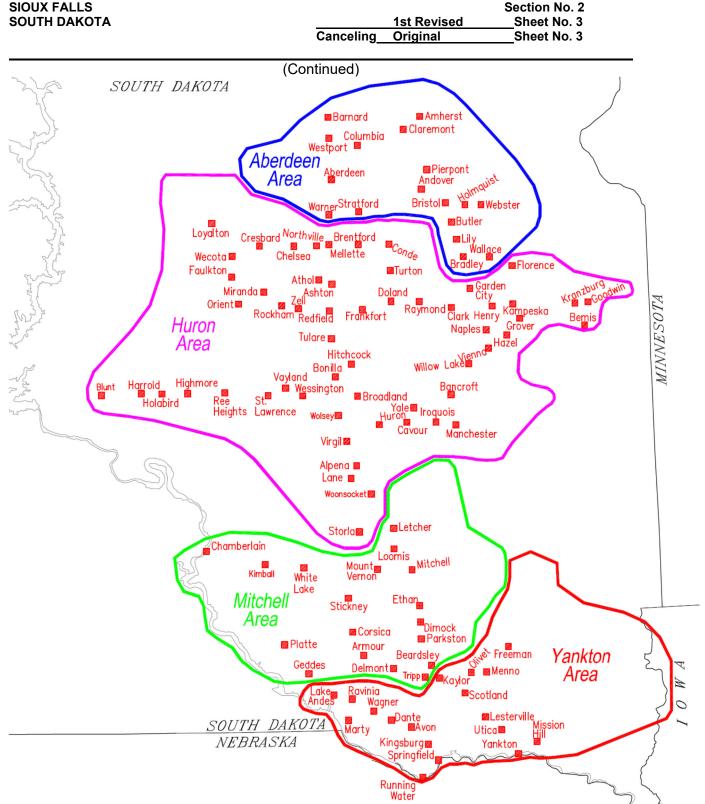
Service shall be alternating current at 60 Hertz and shall be single phase at secondary voltage unless otherwise provided in the rate schedule.

#### **DEFINITION OF SYMBOLS**

The following symbols on rate schedules or terms and conditions shall signify the following revisions:

C or cha	To signify changed listing, rule or condition which may affect rates rges.	Т
D condit	To signify discontinued material, including listing, rate, rule or ion.	Т
I	To signify increase.	Т
L sched	To signify material relocated from or to another part of tariff ules with no change in text, rate, rule or condition.	Т
Ν	To signify new material including listing, rate, rule, or condition.	Т
R	To signify reduction.	Т
T condit	To signify change in wording of text but no change in rate, rule or ion.	Т

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY



#### Date Filed: December 19, 2014

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		17th Revised	Sheet No. 1
	Canceling_	16th Revised	Sheet No. 1

CLASS OF SERVICE: Residential Service

## RATE NO. <u>10</u>

## 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.

## <u>RATE</u>

	Per Meter
	Per Month
Customer Charge	\$ 6.00
Energy Charge (to be added to the Customer Charge):	
First 200 kilowatt hours, per kilowatt hour	\$0.09476
Next 600 kilowatt hours, per kilowatt hour	\$0.09322
Next 200 kilowatt hours, per kilowatt hour	\$0.08397
Next 200 kilowatt hours, per kilowatt hour	\$0.06701
Over 1200 kilowatt hours, per kilowatt hour	\$0.03153
Minimum Charge	\$ 6.00
Adjustment Clauses	
a. Adjustment Clause shall apply.	

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

## **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.

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SIOUX FALLS			Section No. 3
SOUTH DAKOTA		12th Revised	Sheet No. 2
	Canceling_	11th Revised	Sheet No. 2

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.

# <u>RATE</u>

- Customer Charge Energy Charge (to be added to the Customer Charge):	Per Meter <u>Per Month</u> \$6.00
<b>o</b> , <b>o</b> ,	\$0.09476
Next 600 kilowatt hours, per kilowatt hour	\$0.09322
Next 200 kilowatt hours, per kilowatt hour	\$0.08397
Next 200 kilowatt hours, per kilowatt hour	
Summer Period (June 1 - September 30)	\$0.06701
Winter Period (October 1 - May 31)	\$0.02614
Over 1200 kilowatt hour, per kilowatt hour	
Summer Period (June 1 - September 30)	\$0.03153
Winter Period (October 1 - May 31)	\$0.02614
Minimum Charge	\$6.00
Adjustment Clause	

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

#### **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,

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 2.1
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	-		

CLASS OF SERVICE: Residential Service with Space Heating RATE NO. <u>11</u>

(Continued)

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.

2. Service pursuant to this or a comparably constructed rate or rider in terms of an offering of promotional pricing directed at space heating requirements shall be available for a period of not less than 10 years after commencement of service.

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		15th Revised	Sheet No. 3
	Canceling_	14th Revised	Sheet No. 3

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

# <u>RATE</u>

	<u>Per Month</u>
Customer Charge	\$3.00
Energy Charge (to be added to the Customer Charge):	
All kilowatt hours:	
Summer Period (June 1 - September 30)	\$0.03699
Winter Period (October 1 - May 31)	\$0.02862
Minimum Charge	\$3.00
Adjustment Clauses	
a Adjustment Clause shall apply	

a. Adjustment Clause shall apply.

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

## 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.

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Effective Date: June 1, 2017 Issued by: Jeff Decker, Specialist Regulatory

Per Meter

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SOUTH DAKOTA		2nd Revised	Sheet No. 3.1
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	<u> </u>		

CLASS OF SERVICE: Residential Space Heating and Cooling RATE NO. 14

- 3. All service under this schedule shall be separately metered. The customer will purchase, install, and maintain all required additional electrical equipment, except for the meter. The Company will supply and maintain appropriate metering equipment.
- 4. Service pursuant to this or a comparably constructed rate or rider shall be available for space heating purposes for a period of not less than 10 years after commencement of service.

NORTHWESTERN ENERG SIOUX FALLS SOUTH DAKOTA	BY PUBLIC SERVICE CORPORATION	13th Revised	TERN ENERGY Section No. 3 Sheet No. 4 Sheet No. 4
CLASS OF SERVICE:	Residential Dual-Fuel and Controlled Service	RAT	ΈΝΟ. <u>15</u>

## APPLICABILITY

This schedule is available to urban and rural residential customers for electric service used for space heating, water heating (excludes tankless water heaters), 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

# <u>RATE</u>

	Per Meter
	Per Month
Customer Charge	. \$3.00
Energy Charge (to be added to the Customer Charge):	
All kilowatt:	
Summer Period (June 1 - September 30)	.\$0.03699
Winter Period (October 1 - May 31)	.\$0.02362
Minimum Charge	. \$3.00
Adjustment Clauses	
a. Adjustment Clause shall apply	

b. Tax Adjustment Clause shall apply.

c. Bill Crediting Program shall apply.

## **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.

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SIOUX FALLS			Section No. 3
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	Canceling	1st Revised	Sheet No. 4.1

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

RATE NO <u>15</u>

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## (Continued)

- b. An approved water heating installation shall include an approved time clock or other timing device which will retract service to installation to hours prescribed by the Company. Electrical energy will be supplied for a minimum of 10 hours during any 24 hour period.
- c. The water heater installation shall be equipped with thermostatically controlled non-inductive heating elements designed for a nominal voltage of 240 volts single phase service. Water heaters shall have a tank capacity of not less than 50 gallons and an electric capacity of not more than 5,000 watts at 240 volts. If two elements are used, interlocking controls are required to prevent simultaneous operations.
- 2. Space Heating
  - a. Electric space heating shall be an approved dual fuel installation where electric space heating represents the primary source of space heating for the dwelling. The installation shall be designed to operate at 240 volts single phase and shall be permanently installed. Electric heating equipment shall be an alternate source of space heating to fuels other than natural gas or electricity.
  - b. An approved dual-fuel installation shall be wired so that when electric service is interrupted, heating responsibility is immediately and automatically shifted to the alternately fueled heating system. In the event a customer seeking service pursuant to this tariff does not provide appropriate automatic switching control gear, a single waiver of responsibility for any possible damages must be received in lieu thereof. Electric service will be interrupted without notice to customer.
  - c. Service pursuant to this rider is restricted to customer controllable requirements. 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)

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Effective Date: <u>December 29, 2015</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

SIOUX FALLS SOUTH DAKOTA	Canceling	1st Revised Original	Section No. 3 Sheet No. 4.2 Sheet No. 4.2
CLASS OF SERVICE:	Residential Dual-Fuel and Controlled Service	RA	TE NO. <u>15</u>
	(Continued)		

- d. Customer's dual-fuel system controls, fans, pumps and other associated equipment shall not be included on the interruptible circuit.
- 3. All service under this schedule shall be separately metered. The customer will purchase, install & maintain all required additional electrical equipment except for the meter. The Company will supply and maintain the necessary metering. Wiring by the customer shall be such that meters and controls are located outside the building; where meters and controls are separate, they shall supply and maintain the necessary low voltage relay and an approved relay switching device in a sealable enclosure to enable Company to control customer's loads. For large controlled loads, the customer's controllable load interrupting device may, with Company approval, be located inside the building adjacent to customer's main disconnects.
- 4. Service pursuant to this or a comparably constructed rate or rider shall be available for space and water heating purposes for a period of not less than 10 years after commencement of service.

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SIOUX FALLS			Section No. 3
SOUTH DAKOTA		19th Revised	Sheet No. 5
	Canceling_	18th Revised	Sheet No. 5

CLASS OF SERVICE: Interruptible Irrigation Service

RATE NO. <u>16</u>

## 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 service interruption during any "on-peak period" with a two (2) hour notice.

# **TERRITORY**

Company's Assigned Service Area.

<u>RATE</u>		Per Meter <u>Per Month</u>
	Customer Charge	<u></u>
	Irrigation Season (May - October)	\$45.00
	Off Season (November - April)	
		φΖΖ.ΟΟ
	Energy Charge (kilowatt hours)	¢0 00407
	Off-peak energy per kilowatt hours	\$0.02437
	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	У
	On-peak energy per kilowatt hours	\$0.13130
	All week days, except those designated	
	as off-peak, from 3 P.M. to 7 P.M.	
	Shoulder period energy per kilowatt hours	\$0.05664
	All hours not designated as Off-peak	
	or On-peak	
	•	
	Demand Charge (kilowatt)	
	On-peak (during curtailment) demand	<b>\$400.04</b>
	per kilowatt per season	
	All other times demand per kilowatt	
	Minimum Customer Charge Per Season	\$270.00
	Adjustment Clauses	
	a Adjustment Clause	

a. Adjustment Clause.

a. Tax Adjustment Clause.

b. Bill Crediting Program shall apply.

NORTHWESTERN ENERGY PUBLIC SERVICE CORP	ORATION d/b/a NOR	THWESTERN ENERGY
SIOUX FALLS		Section No. 3
SOUTH DAKOTA	3rd Revis	sed Sheet No. 5.1
C	ancelin <u>g 2nd Revi</u>	sed Sheet No. 5.1

CLASS OF SERVICE: Interruptible Irrigation Service RATE NO. 16

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## 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 circumstance 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. Individual motors having a rating in excess of 5 horsepower must be three phase.
- 3. The energy charge will be billed monthly based on consumption. Demand charges, if applicable, will be billed in the month that billable demand units are established.
- 4. An interruptible facility must carry out the concept of avoiding on-peak power and energy consumption. Dual installations (i.e. two pieces of equipment performing identical functions, one during normal operating periods and one during periods for which an interruption notice has been given) do <u>not</u> qualify for this rate.

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 3				
SOUTH DAKOTA	Canceling	16th Revised 15th Revised	Sheet No. 6 Sheet No. 6	
	Cancenny_	15th Revised		
CLASS OF SERVICE: Irrigation Service		RA	TE NO <u>17</u>	
APPLICABILITY				
Available for irrigation power and incide	ental lighting	g in connection	with the irrigation load.	
TERRITORY				
Company's Assigned Service Area.				
RATE				
Facilities Charge				
Per Season per horsepower of con Demand Charge	nected load		\$12.175	
Per Season per horsepower of con	nected load		\$12.175	
Energy Charge				
0, 0			Per Meter	
			Per Month	
All kilowatt hours, per kilowatt hour			\$0.04960	
Minimum Seasonal Charge shall be the	•		¢60.975	
Facilities charge or Adjustment Clauses			\$60.875	
a. Adjustment Clause shall apply	,			
	•			

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

# 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.

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	Canceling_	3rd Revised	Sheet No. 6.1

CLASS OF SERVICE: Irrigation Service

RATE NO. <u>17</u>

- 3. The energy charge will be billed monthly based on consumption.
- 4. The applicable minimum seasonal charge will be billed to the customer in equal monthly installments during the five months, or the remaining months, of the irrigation season represented by the months of May through September inclusive, irrespective of whether the customer is billed for energy. All systems, unless otherwise directed by customer, will be energized at the beginning of the irrigation season and applicable facilities charges will be billed for the entire season. Demand charges will be billed in full for each month during the irrigation season after the commencement of energy usage. The customer may choose not to have his service energized and avoid applicable facilities charges; however, if a request to be energized occurs at any time during the irrigation season, the customer will be responsible for facilities and demand charges for the entire irrigation season.
- 5. If facilities charges are not billable during any two consecutive irrigation seasons, the Company may, at its option, remove its equipment (i.e. transformers, poles, conductors, etc.) or sell such equipment to the customer. If equipment is removed because the customer chose not to be subject to the minimum seasonal charge and chose not to purchase the facilities necessary to transmit service to the irrigation system, reconstruction of the service from the Company's lines to the system shall be at the customer's expense. All materials, except transformers, and all labor to install and remove facilities will be at the expense of the customer requesting service.

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SOUTH DAKOTA		13th Revised	Sheet No. 8
	Canceling	12th Revised	Sheet No. 8
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# CLASS OF SERVICE: Reddy-Guard

RATE NO. <u>19</u>

#### **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.

RATE	Nominal	Rate	Rate
	Rating In Watts	Per Month <u>Unmetered</u>	Per Month <u>Metered</u>
High Pressure Sodium Vap		\$4.00	\$3.63
riight tessure oodidiit vap	50	\$4.15	\$3.63
	100	\$7.43	\$5.00
	150	\$7.75	\$5.88
	250	\$10.96	\$7.64
	400	\$12.94	\$8.05
	1000	\$27.07	\$14.92
	1000	φ21.01	\$14.92
Mercury Vapor	175	\$4.92	\$2.31
, , , , , , , , , , , , , , , , , , ,	250	\$6.24	\$2.88
	400	\$9.26	\$3.63
	1000	\$17.56	\$7.10
Metal Halide	175	\$5.05	\$2.73
Wetar Hallac	250	\$6.43	\$6.35
	400	\$9.43	\$8.05
	1000	\$17.56	ψ0:00
	1000	ψ17.00	
LED	Fixture Wattage	Rate/Watt/Month	Rate/Watt/Month
	30-50	\$0.177	\$0.160
	51-70	\$0.148	\$0.131
	71-100	\$0.128	\$0.111
	101-200	\$0.108	\$0.091
	201-270	\$0.097	\$0.080
	271-400	\$0.092	\$0.075
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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.

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Effective Date: <u>October 1, 2019</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u> L

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SOUTH DAKOTA		3rd Revised	Sheet No. 8.1
	Canceling	2nd Revised	Sheet No. 8.1
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CLASS OF SERVICE: Reddy-Guard

RATE NO. <u>19</u>

Adjustment Clauses

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

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

# OTHER PROVISIONS

- 1. Due to the Energy Policy Act of 2005, after May 1, 2008, the Company will no longer install Mercury Vapor fixtures for new installations.
- 2. 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.
- 3. Maintenance and repair shall be provided during normal working hours by the Company after notification by the Customer.
- 4. Electric service to Reddy-Guard lighting units installed on Company owned facilities, other than a distribution pole, shall be furnished under Rate Schedule No. 56.

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
SIOUX FALLS			Section No. 3	
SOUTH DAKOTA		19th Revised	Sheet No. 9	
	Canceling	18th Revised	Sheet No. 9	

# CLASS OF SERVICE: General Service

#### RATE NO. <u>21</u>

## 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 kilowatt 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

<u>RATE</u>		Per Meter <u>Per Month</u>
	Customer Charge	\$10.00
	Energy Charge (to be added to the Customer Charge):	
	First 200 kilowatt hours, per kilowatt hour Next 800 kilowatt hours, per kilowatt hour Over 1000 kilowatt hours, per kilowatt hour	
	Summer Period (June 1 - September 30) Winter Period (October 1 - May 31)	\$0.08542
	Minimum Charge	\$10.00

Adjustment Clauses

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

## **OTHER PROVISIONS**

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

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		15th Revised	Sheet No. 10
	Canceling_	14th 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 (excluding tankless water heaters) service to customers being furnished service pursuant to another Company filed rate schedule.

#### **TERRITORY**

Company's Assigned Service Area.

<u>RATE</u>		Per N <u>Per N</u>	
	Customer Charge		\$5.00
	Energy Charge (to be added to the Customer Charge): Per kilowatt hour for all energy used	\$0.	05112
	Minimum Charge		\$5.00
	Adjustment Clauses		

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

## 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.

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		16th Revised	Sheet No. 11
	Canceling_	15th 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

# <u>RATE</u>

	Per Month
Customer Charge	\$5.00
Energy Charge (to be added to the Customer Charge):	
All kilowatt hours:	
Summer Period (June 1 - September 30)	\$0.04678
Winter Period (October 1 - May 31)	\$0.02605
Minimum Charge	\$5.00

## Adjustment Clauses

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

## 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)

Effective Date: <u>June 1, 2017</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

Per Meter

NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 11.1
	Canceling	Original	Sheet No. 11.1

CLASS OF SERVICE: Commercial Space Heating and Cooling RATE NO. 24 (N)

(Continued)

3. All service under this schedule shall be separately metered. The customer will purchase, install and maintain all required electrical equipment, except for the meter. The Company will supply and maintain appropriate metering equipment.

4. Service pursuant to this or a comparably constructed rate or rider shall be available for space heating purposes for a period of not less than 10 years after commencement of service.

NORTHWESTERN ENERGY PUBLIC SERVICE C	CORPORATION	d/b/a NORTHWES	STERN ENERGY	
SIOUX FALLS			Section No. 3	
SOUTH DAKOTA		16th Revised	Sheet No. 12	
	Canceling_	15th 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, and (3) water heating (excluding tankless water heaters); 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

# <u>RATE</u>

	Peri	vieter
	Per I	<u>Month</u>
Energy Charge	<u>Summer</u>	<u>Winter</u>
Per kilowatt hour for the first 100 hours of the		
maximum demand	\$0.14088	\$0.10849
Per kilowatt hour for the next 100 hours of the		
maximum demand	\$0.06478	\$0.03078
Per kilowatt hour for the next 100 hours of the		
maximum demand	\$0.04697	\$0.01620
Per kilowatt hour for all use in excess of 300 h	ours	
maximum demand	. \$0.03078	\$0.01135
Summer Period (June 1 - Sept. 30	D)	
Winter Period (Oct. 1 - May 31)		
Minimum Charge	\$15.00	\$15.00

Adjustment Clauses

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

## 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.

Dor Motor

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		7th Revised	Sheet No. 13
	Canceling_	6th Revised	Sheet No. 13

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NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	SIERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		17th Revised	Sheet No. 14
	Canceling_	16th 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 <u>Per Month</u>
Demand Charge Per kilowatt of maximum demand (never less than	
5 kilowatt)	\$11.05
Energy Charge	
Per kilowatt hour for the first 100 hours use of	
the maximum demand per month	\$0.06659
Per kilowatt hour for the next 300 hours use of	<b>AA A C AC A</b>
the maximum demand per month	\$0.04580
Per kilowatt hour for the next 100 hours use of the maximum demand per month Per kilowatt hour for all use in excess of 500	\$0.02706
hours use of the maximum demand	\$0.01455

Minimum Charge

The minimum monthly bill will be the demand charge for 5 kilowatt 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 \$0.20 per kilowatt hour for demand and energy charges.

Adjustment Clauses

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

D

SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 14.1
	Canceling	Original	Sheet No. 14.1

CLASS OF SERVICE: Commercial and Industrial Service RATE NO. 33

(Continued)

**OTHER PROVISIONS** 

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

1. If the metering is at primary voltage, 2% of the total kilowatt hours supplied will be deducted to obtain the number of kilowatt hours to determine the energy charge to the customer. Primary voltage metering must be approved by the Company.

NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		16th Revised	Sheet No. 15
	Canceling_	15th 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.

<u>RATE</u>		Per Meter <u>Per Month</u>
	Demand Charge	
	Per kilowatt per month for the first 100 hours of the	
	maximum demand	. \$11.05
	Per kilowatt per month for the next 400 kilowatts	
	of the maximum demand	. \$9.79
	Per kilowatt per month for excess kilowatts of	
	the maximum demand	. \$8.53
	The demand shall be never less than 100 kilowatt.	
	Energy Charge	
	Per kilowatt hour for the first 100 hours of the	** * ** * *
	maximum demand (never less than 100 kilowatts)	.\$0.04911
	Per kilowatt hour for the next 300 hours of the	<b>\$0,000,40</b>
	maximum demand (never less than 100 kilowatts)	.\$0.02348
	Per kilowatt hour for the next 100 hours of the	¢0.04505
	maximum demand (never less than 100 kilowatts) Per kilowatt hour for all use in excess of 500	.\$0.01595
	· ·· ·································	
	hours use of the maximum demand (never less than 100 kilowatts)	¢0 008/1
		.φ0.00041

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.

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NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 15.1
	Canceling	Original	Sheet No. 15.1

CLASS OF SERVICE: Large Commercial and Industrial Service RATE NO. <u>34</u>

(Continued)

**OTHER PROVISIONS** 

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

1. If the metering is at primary voltage, 2% of the total kilowatt hours supplied will be deducted to obtain the number of kilowatt hours to determine the energy charge to the customer. Primary voltage metering must be approved by the Company.

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		6th Revised	Sheet No. 16
	Canceling_	5th Revised	Sheet No. 16

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		3rd Revised	Sheet No. 17
	Canceling_	2nd Revised	Sheet No. 17

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SIOUX FALLS SOUTH DAKOTA	Canceling_	11th Revised 10th Revised	Section No. 3 Sheet No. 18 Sheet No. 18
Discounted Energy Option Rider			Option <u>X</u>

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

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

## APPLICABILITY

Effective with the approval of Commission Docket EL14-106 this rider is no longer available for new customers or for renewal of any current contracts. This rider will terminate for all remaining customers five years after the final order in docket EL14-106.

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 or 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 prospective basis only. Customers have primary responsibility for applying for service pursuant to this rider.

## **TERRITORY**

Company's Assigned Service Area

# <u>RATE</u>

Base Period Monthly Charge (BPMC)	BPMC
Energy Charge (to be added to BPMC)	
All kilowatt hours, per kilowatt hour	\$0.02614

Base period consumption @ current standard rate : \$0.02614 kilowatt hours BPMC =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.

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 18.1
	Canceling	Original	Sheet No. 18.1
	0_		

Discounted Energy Option Rider

OPTION X

(Continued)

# **OTHER PROVISIONS**

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

- 1. Company reserves the right to review and make appropriate adjustments to BPMC in the event of subsequent discovery that inappropriate consumption data was utilized in the determination of BPMC.
- 2. Base period consumption in the determination of BPMC will remain constant through May 1,1987. After May 1,1987, base period consumption may be increased annually to the extent of the lesser of actual adjusted monthly consumption or 110% of monthly consumption included in the most recent BPMC determinations.

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		6th Revised	Sheet No. 19
	Canceling	5th Revised	Sheet No. 19

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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		2nd Revised	Sheet No. 19.1
	Canceling	1st Revised	Sheet No. 19.1

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		7th Revised	Sheet No. 20
	Canceling	6th Revised	Sheet No. 20

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		2nd Revised	Sheet No. 20.1
	Canceling_	1st Revised	Sheet No. 20.1

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NORTHWESTERN ENERGY PUBLIC SERVICE CO SIOUX FALLS	RPORATION	d/b/a NORTHWE	STERN ENERGY Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 21
	Canceling_	Original	Sheet No. 21

### Extended Service Rider

OPTION L

CLASS OF SERVICE: Commercial and Industrial Service

## APPLICABILITY

Effective with the approval of Commission Docket EL14-106 this rider is no longer available for new customers or for renewal of any current contracts. Once all current contracts have expired, this option will be cancelled.

This rider is available to Commercial and Industrial customers for loads which represent either (1) a trailing 12 month average demand of 1,000 kilowatt 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 kilowatt 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**

Company's Assigned Service Area

# <u>RATE</u>

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

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

All provisions of the Company'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.

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(Continued)

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NORTHWES	TERN ENERGY PUBLIC SERVICE CORPORATION	d/b/a NORTHW	ESTERN ENERGY Section No. 3	
SOUTH DAK		1st Revised Original	Sheet No. 21.1 Sheet No. 21.1	
	Extended Service Rider		OPTION <u>L</u>	
	(Continued)			
OTHER PR	OVISIONS			
1)	The applicability of monthly customer and mi clauses and other provisions is unaffected by of tariff schedule under which load is being s	/ this rider. Sta	ated provisions	
2)	This discount may not be used concurrently pursuant to tariff or special contract.	with any other o	discounting	5
3)	The Company reserves the right to reject cus sufficient capacity is not available or where s			D T
	jeopardize Company's system or the welfare	of existing cus	tomers.	Т
4)	The Company, at its option, may terminate the Customer's demand or energy use is reduce more.			Т
5)	Revenues which may be lost by the Compan agreements under Option L shall not be reco of their customer class. The determination o shall be made by the South Dakota Public U proceeding or in a proceeding pursuant to SI	overed from its f whether revent tilities Commiss	customers irrespective nues have been lost sion in a rate	т

6) Discounts offered under Option L shall be applied to standard rates as approved by the South Dakota Public Utilities Commission from time to time.

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		1st Revised	Sheet No. 21.2
	Canceling	Original	Sheet No. 21.2

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NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		6th Revised	Sheet No. 22
	Canceling_	5th Revised	Sheet No. 22

CLASS OF SERVICE: Point to Point Distribution Only Service RATE NO. <u>38</u>

# APPLICABILITY

This rate schedule is available for State Accounts, wind farm station power or Aberdeen Pumping Stations and Aberdeen Ordway Plant that have a contracted power supply with Western Area Power Administration (WAPA) and/or other wholesale energy co-suppliers and where no facility installations or modifications are required to provide such service. Energy supply is not provided as part of this tariff. The customer will be responsible for purchasing WAPA supply and will be responsible for delivering such power to the Company's Distribution System.

# **TERRITORY**

Company's Assigned Service Area.

# <u>RATE</u>

Per Meter Per Month \$3.34

Demand Charge – Per kilowatt

Minimum Charge The demand shall never be less than 100 kilowatts.

# BASIS FOR BILLING

The metered demand shall be the highest thirty (30) minute integrated demand (or corrected to a 30 minute basis in the event 15 minute demand registers are installed) measured during the billing period and adjusted as provided in this schedule, consistent with demand billing by WAPA. Power factor will be maintained at 95% or above. Power factors under 95% will result in a power factor penalty in accordance with the power factor provision of the Company's General Terms and Conditions.

# **OTHER PROVISIONS**

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

1. Demands will be measured on a 30 minutes basis for this Rate 38 tariff only.

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NORTHWESTERN ENERGY PUBLIC SERVICE SIOUX FALLS	CORPORATION	d/b/a NORTHWE	STERN ENERGY Section No. 3	
SOUTH DAKOTA		15th Revised	Sheet No. 23	
	Canceling_		Sheet No. 23	
				-
CLASS OF SERVICE: Municipal Pumping	g Service	RA	TE NO. <u>41</u>	
APPLICABILITY				
This schedule is available for munic	ipal water pum	ping service.		
TERRITORY				
Company's Assigned Service Area.				
RATE				
			Meter	
Customer Charge			<u>Month</u> \$15.00	
Energy Charge (to be added to the Per kilowatt hour for all ener	Customer Chai gy used	rge): \$	0.07673	
Minimum Charge			\$15.00	
Adjustment Clauses a. Adjustment Clause shall	apply.			

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

# **OTHER PROVISIONS**

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

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		8th Revised	Sheet No. 24
	Canceling_	7th Revised	Sheet No. 24

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Section No. 3

		4446 5	Daviand	Section No. 3
SOUTH DAKOTA			Revised Revised	Sheet No. 25 Sheet No. 25
CLASS OF SERVICE: Compan	y or Customer Owr	ned Highway		RATE NO. <u>56</u>
	t and Area Lighting			1011 100. <u>OC</u>
	Nominal	Company Owned	Custo	mer Owned
letal Pole Mounting	<b>Rating In Watts</b>	Rate Per Month		Per Month
High Pressure Sodium Vapor	50			\$0.73
	100	\$19.07		\$1.48
	150	\$19.39		\$2.08
	250	\$22.01		\$3.19
	400	\$23.78		\$4.76
	1000	\$37.74		\$11.82
Mercury Vapor	175	\$11.98		\$2.14
	250	\$16.34		\$2.76
	400	\$18.92		\$4.84
	1000	\$28.99		\$8.80
Metal Halide 175		\$19.20		
-	250	\$20.55		\$3.52
	400	\$21.55		\$4.48
LED <u>F</u>	ixture Wattage	Rate/Watt/Month	<u>Ra</u> te	/Watt/Month
*Pole Charge \$11.83 +	30-50	\$0.255		\$0.012
*Pole Charge \$11.83 +	51-70	\$0.192		\$0.012
*Pole Charge \$11.83 +	71-100	\$0.147		\$0.012
*Pole Charge \$11.83 +	101-200	\$0.125		\$0.012
*Pole Charge \$11.32 +	201-270	\$0.111		\$0.012
*Pole Charge \$11.32 +	271-400	\$0.099		\$0.012
	Nominal	Company Owned	Custor	ner Owned
ood Pole Mounting	Rating In Watts	Rate Per Month	Rate I	<u>Per Month</u>
High Pressure Sodium Vapor				\$0.73
	100	\$11.03		\$1.48
	150	\$11.34		\$2.08
	250	\$15.18		\$3.19
	400	\$16.96		\$4.76
	1000	\$30.99		\$11.82
Mercury Vapor	175	\$8.39		\$2.14
	250	\$12.96		\$2.76
	400	\$14.32		\$4.84
	1000	\$20.43		\$8.80
Metal Halide 250		\$15.51	\$3.52	<b>•</b> <i>· ·</i> •
	400	\$17.36		\$4.48
	xture Wattage	Rate/Watt/Month	Rate	Watt/Month
*Pole Charge \$3.79 +	30-50	\$0.255		\$0.012
*Pole Charge \$3.79 +	51-70	\$0.192		\$0.012
*Pole Charge \$3.79 +	71-100	\$0.147		\$0.012
*Pole Charge \$3.79 +	101-200	\$0.125		\$0.012
*Pole Charge \$4.49 +	201-270	\$0.111		\$0.012
*Pole Charge \$4.49 +	271-400	, \$0.099		\$0.012
The Pole Charge applies to Cor	npany Owned lights (Continued)			
	,			
ate Filed: <u>August 23, 2019</u>		Effective Date: Octo		
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Issued by: Jeff Decker, Specialist Regulatory

### SOUTH DAROTA ELECTRIC RATE SCHEDULE

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

SIOUX FALLS

EL19-030

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NORTHWESTERN ENER SIOUX FALLS SOUTH DAKOTA	GY PUBLIC SERVICE CORP	ORATION d/b/a NORTHW 9th Revised anceling 8th Revised	ESTERN ENERGY Section No. 3 Sheet No. 25.1 Sheet No. 25.1
CLASS OF SERVICE:	Company or Customer Street and Area Lighting (Contin	g Systems	RATE NO. <u>56</u>
	Nominal	Company Owned	Customer Owned
Distribution Pole Mou		Rate Per Month	Rate Per Month
High Pressure	50		\$0.73
Sodium Vapor	100	\$7.22	\$1.48
	150	\$7.53	\$2.08
	250	\$10.66	\$3.19
	400	\$12.58	\$4.76
	1000	\$26.32	\$11.82
Mercury Vapor	175	\$4.79	\$2.14
	250	\$6.06	\$2.76
	400	\$9.01	\$4.84
	1000	\$17.07	\$8.80
Metal Halide	250	\$10.99	\$3.52
	400	\$12.98	\$4.48
	Fixture Wattage	Rate/Watt/Month	Rate/Watt/Month

	<u>Fixture Wattage</u>	<u>Rate/Watt/Month</u>	<u>Rate/Watt/Month</u>	Ν
LED	30-50	\$0.255	\$0.012	Ν
	51-70	\$0.192	\$0.012	Ν
	71-100	\$0.147	\$0.012	Ν
	101-200	\$0.125	\$0.012	Ν
	201-270	\$0.111	\$0.012	Ν
	271-400	\$0.099	\$0.012	Ν

Adjustment Clauses

- a. Adjustment Clause shall apply.
- b. Tax Adjustment Clause shall apply.

c. Bill Crediting Program shall apply.

# **OTHER PROVISIONS**

The Company may install non-standard poles and lighting units at the request of Customer. Customer requested non-standard poles and lighting units outside of the following list may result in a contribution from the customer for costs associated with installation, maintenance, replacements and the purchase of spare parts.

Distribution Pole Wood Pole (35 feet) Metal Pole (20 feet)

(Continued)

Effective Date: October 1, 2019 Issued by: Jeff Decker, Specialist Regulatory D

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		3rd Revised	Sheet No. 25.2
	Canceling_	2nd Revised	Sheet No. 25.2

# CLASS OF SERVICE: Company or Customer Owned Highway, RATE NO. <u>56</u> Street and Area Lighting Systems

# (Continued)

Due to the Energy Policy Act of 2005, after May 1, 2008, the Company will no longer install Mercury Vapor fixtures for new installations.

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.
- 5. Company will disconnect and reconnect the lighting systems as requested. Billings for this service will not be less than the Customer Connection Charge. The Customer will be billed the costs directly chargeable to the job unless that cost is less than the Customer's Connection Charge.

# **Customer Owned**

- 1. Customer shall install, own and maintain the lighting system consisting of the poles, fixtures, and circuits up to the nearest point of attachment to Company's facilities used to deliver power to Customer's system. The nearest point will be designated by the Company.
- 2. Company will disconnect and reconnect the lighting systems as requested. Billings for this service will not be less than the Customer Connection Charge. The Customer will be billed the costs directly chargeable to the job unless that cost is less than the Customer Connection Charge.
- 3. Installations served pursuant to this rate schedule shall be unmetered.

Date Filed: December 19, 2014

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	<b>RPORATION</b>	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		9th Revised	Sheet No. 26
	Canceling	8th Revised	Sheet No. 26

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		7th Revised	Sheet No. 27
	Canceling	6th Revised	Sheet No. 27

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NORTHWESTERN ENERGY PUBLIC SERVICE C	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		15th Revised	Sheet No. 28
	Canceling_	14th Revised	Sheet No. 28

CLASS OF SERVICE: Controlled Off Peak Service

RATE NO. <u>70</u>

# 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

<u>RATE</u>		Per Meter <u>Per Month</u>
	Customer Charge Standard Metering	\$20.00
	Energy (kilowatt hours) Charge Off-peak energy per kilowatt hour (All hours not designated as On-peak) On-peak energy per kilowatt hour (Magnetic tape	\$0.01075
		\$0.15878
	Minimum Charge Standard Metering	\$20.00

Adjustment Clauses

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

# **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)

NORTHWESTE SIOUX FALLS SOUTH DAKO		PORATION d/b/a NORTH 2nd Revised Canceling 1st Revised	Section No. 3 Sheet No. 28.1
CLASS OF S	ERVICE: Controlled Off Peak Se	rvice	RATE NO. <u>70</u>
	(Conti	nued)	
2.	Customer shall agree to contract year.	for service under this r	ate for a minimum of one
3.	All costs applicable to the connect schedule, except meter, are the reservice.		
4.	Unless otherwise specified by the voltage for this service shall be th service.		
5.	An "off-peak facility" is defined as energy which would otherwise be facility" must carry out the concep energy consumption utilized in pe (i.e. two pieces of equipment perf periods and one during off-peak p installation uses an alternate fuel	utilized during on-pea of of utilizing off-peak e offorming a similar function orming identical function periods) do <u>not q</u> ualify	k periods. The "off-peak nergy to avoid on-peak tion. Dual installations ons, one during on-peak for this rate, unless one
6.	In the event of an electrical outag correct any timing equipment whi	-	
7.	For water heating applications, st	orage tanks must be fi	fty (50) gallons or more.
8.	The Rate Department will review	each request from cus	tomers seeking service

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8. The Rate Department will review each request from customers seeking service pursuant to this rate schedule.

NORTHWESTERN ENERGY PUBLIC SERVICE COI	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		8th Revised	Sheet No. 29
	Canceling_	7th Revised	Sheet No. 29

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SIOUX FALLS			Section No. 3
SOUTH DAKOTA		16th Revised	Sheet No. 30
	Canceling	15th Revised	Sheet No. 30

CLASS OF SERVICE:	Small Qualifying Facility Rider	RATE NO. <u>73</u>
	(Occasional delivery energy service)	

# APPLICABILITY

This schedule is available to all retail electric customers for any customer-owned or operated small qualifying facility for which qualifying status has been obtained under the rules of the Public Utility Regulatory Policies Act of 1978, and as further revised in Energy Policy Act of 2005.

# **TERRITORY**

Company's Assigned Service Area,

RATE	Per Meter <u>Per Month</u>
Customer Charge	\$2.00
Payment schedule for energy All kilowatt hours per kilowatt hour	\$0.02449
Payment for Capacity per kilowatt Wind Solar	\$0.81 \$1.61

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# OTHER PROVISIONS

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

5. Customer shall be billed monthly for the following:

a) Demand and energy consumed during the billing period pursuant to appropriate retail rate schedule(s).

b) Net compensation or billing applicable to energy delivered during the billing period at above prescribed rate.

- (1) to customers who purchase from the Company all electric load requirements which are in excess of the simultaneous output from the facility and sell to the Company all output which is in excess of the simultaneous load, or
- (2) to customers who purchase their entire electric load requirements from the Company and sell the entire output from the facility to the Company.

(Continued)

Date Filed: November 15, 2022	Effective Date: January 1, 2023
EL22-033	Issued by: Jeff Decker, Specialist Regulatory

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		3rd Revised	Sheet No. 30.1
	Canceling	2nd Revised	Sheet No. 30.1

CLASS OF SERVICE: Small Qualifying Facility Rider RATE NO. <u>73</u> (Occasional delivery energy service)

(Continued)

 Customer must comply with the applicable requirements of South Dakota Public Utilities Commission Administrative Rules 20:10:36 including but not limited to a Tier 1 or Tier 2 Interconnect Request, an Interconnect Agreement and a Certificate of Completion. The minimum contracted term of service is 12 months. The rate contained in this tariff is subject to annual review.

- 3. Customer must provide a service disconnect that is accessible by Company employees at all times.
- 4. In order to qualify for capacity payments, the small qualifying facility must be able to deliver power at a minimum on-peak capacity factor of 65% in the months of June September and must be able to deliver during the Company's summer peak. Capacity payments will only be made in the months of June September and will be updated annually as needed.

RATE NO. 74

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SIOUX FALLS SOUTH DAKOTA		15th Revised	Section No. 3 Sheet No. 31
	Canceling_	14th Revised	Sheet No. 31

(Time of delivery energy service)

APPLICABILITY	

This schedule is available to all retail electric customers for any customer-owned or operated small qualifying facility for which qualifying status has been obtained under the rules of the Public Utility Regulatory Policies Act of 1978, and as further revised in Energy Policy Act 2005.

# **TERRITORY**

Company's assigned service area.

CLASS OF SERVICE: Small Qualifying Facility Rider

RATE	Per Meter <u>Per Month</u>
Customer Charge	\$2.00
Payment schedule for energy delivered to the Company On-peak energy payment per kilowatt hour (6 a.m. to 10 p.m. Monday through Saturday, inclusive, excluding Holidays)	\$0.02973
Off-peak energy payment per kilowatt hour (All hours not designated as on-peak)	\$0.01770
Payment for Capacity per kilowatt	
Wind	\$0.81
Solar	\$1.61

# OTHER PROVISIONS

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

- 1. Customer shall be billed monthly for the following:
  - a) Demand and energy consumed during the billing period pursuant to appropriate retail rate schedule(s).
  - b) Net compensation or billing applicable to energy delivered during the billing period at above prescribed rate.

(Continued)

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

SIOUX FALLS SOUTH DAKOTA		Canceling	2nd Revised 1st Revised	Section No. 3 Sheet No. 31.1 Sheet No. 31.1
CLASS OF SERVICE: Small Qualifying Facili (Time of delivery energy)				NO. <u>74</u>
	(0	Continued)		
	(c) to customers who requirements whi from the facility a excess of the sim	ch are in exce nd sell to the (	ess of the simult Company all ou	aneous output
	(d) to customers who requirements from from the facility to	the Company	y and sell the e	
Utilities Co 1 or Tier 2 Completion	must comply with the a ommission Administrati Interconnect Request n. The minimum contr in this tariff is subject t	ve Rules 20:1 , an Interconn acted term of	0:36 including l ect Agreement service is 12 m	out not limited to a Tier and a Certificate of
	must provide a service at all times.	e disconnect th	nat is accessible	e by Company
deliver pov	qualify for capacity pa wer at a minimum on-p r and must be able to o	eak capacity	factor of 65% in	the months of June –

Capacity payments will only be made in the months of June – September and will be updated annually as needed.

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		12th Revised	Sheet No. 32
	Canceling	11th Revised	Sheet No. 32

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		10th Revised	Sheet No. 33
	Canceling_	9th Revised	Sheet No. 33

# ADJUSTMENT CLAUSE

 The applicable energy or demand charges shall be increased or decreased quarterly, by an adjustment amount per kilowatt-hour of sales (to the nearest 0.001⊄) or kilowatt of demand (to the nearest 1.0⊄) equal to the difference between the delivered cost of energy, delivered cost of fuel, ad valorem taxes paid, and Commission approved fuel incentives pursuant to SDCL 49-34A-25 ("qualified costs") per kilowatt-hour of sales or kilowatt of demand and the base cost per kilowatt hour or kilowatt included in applicable standard base rates, if any.

Qualif	ied cost	s include:	_
а.	Delive	red cost of energy:	Т
	i.	The net cost of energy delivered to the distribution system pursuant to filed wholesale transmission rates as recorded in Accounts 456 and 565 of the Federal Energy Regulatory Commission's Uniform System of Accounts for Public Utilities and Licensees.	Т
b.	Delive	red cost of fuel:	Т
	i.	Fossil and nuclear fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants; plus	Т
	ii.	The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (b)(iii) below; plus	T T
	iii.	The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the utility to substitute for its own higher cost energy; and less	т
	iv.	The cost of fossil and nuclear fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.	Т
	v.	The cost of fossil fuel shall include those items listed in Account 151 of the Federal Energy Regulatory Commission's Uniform System of Accounts for Public Utilities and Licensees. The cost of nuclear fuel shall be that as shown in Account 518, except that if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.	T,L L L L L

(Continued)

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Effective Date: <u>December 29, 2015</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

NORTHWESTERN ENERGY PUBLIC SERVICE COR	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		5th Revised	Sheet No. 33.1
	Canceling	4th Revised	Sheet No. 33.1

	vi.	(Continued) Revenue generated by the Sale of Renewable Energy Credits less expenses will be credited to customers.	Т
	vii.	The cost of reagents and treated water used by the Company to operate its generating plants, in compliance with the associated United States Environmental Protection Agency rules and regulations.	Т
	viii.	Production Tax Credits provided by the generation of energy from the Company's Wind Generation Facilities.	Т
C.	All a	Valorem Taxes paid: ad valorem taxes accrued and adjusted for actual tax payments less recovery ugh (a) or (b) above, if any.	T T T
d.	All (	nmission approved fuel incentives: Commission approved incentives, if any, less recovery pursuant to (a), (b), or above, if any.	T T T

- 3. Sales shall be all kilowatt hours sold, excluding inter-system sales. Sales shall be equated to the sum of generation, purchases, and interchange-in, less energy associated with pumped storage operations, less inter-system sales referred to in paragraph (2) (b) (iv) above, less system losses.
- 4. Variances in actual qualified costs incurred and costs recovered through the Adjustment Clause mechanism will be separately measured monthly for the delivered cost of energy, delivered cost of fuel, ad valorem taxes paid, and South Dakota Public Utilities Commission approved fuel incentives. 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 the Company's last general rate filing. Each applicable end-of-quarter true-up balance, adjusted for the next nine month's estimated over or under collection of cost, will be amortized into rates over the last twelve months of the subsequent thirteen month period.

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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWES		
SIOUX FALLS	Section No. 3	
SOUTH DAKOTA <u>321st Revised</u> Canceling 320th Revised	Sheet No. 33aSheet No. 33a	
Canceling <u>320th Revised</u>	_Sheet No. 55a	
ADJUSTMENT CLAUSE RATES	Per KWH	-
	Per Month	
Delivered Cost of Energy - Energy Charge:		
Rate No. 10 - Residential Service	\$0.00823	R
Rate No. 11 - Residential Service with Space Heating		R
Rate No. 14 - Residential Space Heating and Cooling	\$0.00823	R
Rate No. 15 - Residential Dual Fuel and Controlled Services	\$0.00823	R
Rate No. 16 - Interruptible Irrigation Service	\$0.00896	R
Rate No. 17 - Irrigation Service	\$0.00896	R
Rate No. 18 - Off Peak Irrigation Service	\$0.00896	R
Rate No. 21 - General Service	\$0.00896	R
Rate No. 23 - Commercial Water Heating	\$0.00896	R
Rate No. 24 - Commercial Space Heating and Cooling	\$0.00896	R
Rate No. 25 - All-Inclusive Commercial Service	\$0.00896	R
Rate No. 41 - Municipal Pumping Service	\$0.00751	R
Rate No. 70 - Controlled Off Peak Service	\$0.00629	R
Rate No. 19 - Reddy-Guard, Rate No. 56 - Street and Area Lighting	\$0.00823	R
	Per KW	
	Per Month	
Delivered Cost of Energy - Demand Charge:		
Rate No. 33 - Commercial and Industrial Service	\$1.94	R
Rate No. 34 - Large Commercial and Industrial Service	\$1.94	R

(Continued)

Date Filed: October 31, 2023

Service on or after Effective Date: <u>November 1, 2023</u> Issued By: <u>Jeff Decker, Specialist Regulatory</u>

NORTHWESTERN ENERGY PUBLIC SERVICE CORP SIOUX FALLS	ORATION		Section No. 3	
SOUTH DAKOTA	anceling	104th Revised 103rd Revised	Sheet No. 33b Sheet No. 33b	
	<u></u>			_
ADJUSTMENT CLAUSE RATES (cont'd)			Per KWH	
			Per Month	_
<u>Ad Valorem Taxes Paid - Energy Charge</u>				
Rate No. 10 - Residential Service				R
Rate No. 11 - Residential Service with Space He	ating		\$0.00228	R
Rate No. 14 - Residential Space Heating and Co	oling		\$0.00228	R
Rate No. 15 - Residential Dual Fuel and Controlle	ed Servic	es	\$0.00228	R
Rate No. 16 - Interruptible Irrigation Service			\$0.00248	R
Rate No. 17 - Irrigation Service			\$0.00248	R
Rate No. 18 - Off Peak Irrigation Service			\$0.00248	R
Rate No. 21 - General Service			\$0.00248	R
Rate No. 23 - Commercial Water Heating			\$0.00248	R
Rate No. 24 - Commercial Space Heating and Co	ooling		\$0.00248	R
Rate No. 25 - All-Inclusive Commercial Service			\$0.00248	R
Rate No. 41 - Municipal Pumping Service			\$0.00209	R
Rate No. 70 - Controlled Off Peak Service			\$0.00175	R
Rate No. 19 - Reddy-Guard, Rate No. 56 - Stree	t and Area	a Lighting	\$0.00231	R
			Per KW	
			Per Month	
Ad Valorem Taxes Paid - Demand Charge:			<b>.</b>	
Rate No. 33 - Commercial and Industrial Service			•	R
Rate No. 34 - Large Commercial and Industrial S	Service		\$0.54	R
			Per KWH	
			Per Month	
<u>Delivered Cost of Fuel - All Energy Usage:</u>				
All Rate Schedules			\$0.02061	R

Date Filed: October 31, 2023

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		5th Revised	Sheet No. 34
	Canceling	4th Revised	Sheet No. 34

# TAX ADJUSTMENT CLAUSE

# APPLICABILITY

The above rate shall be increased or decreased to offset any new or increased special taxes, licenses, franchise fees, rentals or assessments imposed or decreased by any Governmental authority against the Company's property used in the production, transmission, distribution or sale of electric energy or its electrical operations or production or sale of electric energy or the receipts or earnings therefrom on or after the effective date of this rate schedule.

Such special taxes shall, on the basis of Customer's consumption or billing, be apportioned prorata among Customers within the limits of any political entity which imposes any such special taxes, licenses, franchise fees, rentals or assessments, to offset such special levies and to relieve Customers outside of such political entity of the burden of payment for any such special levies. Any such cost adjustment shall continue in effect only for the duration of the specified levies.

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		95th Revised	Sheet No. 35
	Canceling_	94th 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 <u>Per Month</u>	
Yankton Sioux Bill Credit – Energy Charge		
All Rate Schedules – (Credit Charge)	\$0.01325	R

Date Filed: October 31, 2023

NORTHWESTERN ENERGY PUBLIC SERVICE CO	RPORATION	d/b/a NORTHWEST	ERN ENERGY
SIOUX FALLS			Section No. 3
SOUTH DAKOTA		8th Revised	Sheet No. 36
	Canceling_	7th Revised	Sheet No. 36

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SIOUX FALLS			Section No. 4
SOUTH DAKOTA		17th Revised	Sheet No. 1
	Canceling_	16th Revised	Sheet No. 1

# **Contracts With Deviations**

1.	Swenson Brothers Irrigation – Lane Execution – 11/04/2013 Expiration – Upon three year review of construction costs.	D
2.	SD Soybean Processors – St. Lawrence Execution – 02/01/2015 Expiration – 05/01/2019	Т
3.	Dakota Access Pipeline – Redfield Execution – 09/01/2015 Expiration – 05/01/2019	Т
4.	Ag Processing Inc a cooperative – Aberdeen Execution – 04/03/2017 Expiration – 09/30/2022	N N N

NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 5
SOUTH DAKOTA		8th Revised	Sheet No. 1
	Canceling	7th Revised	Sheet No. 1

### **GENERAL TERMS AND CONDITIONS**

### APPLICABILITY

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

#### 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 \$20.00 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 \$65.00 for Customer Connections during other than regular business hours. Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal 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. The Customer, Landlord or representative (at least the legal age of majority) may be required to be present during the Service turn-on.

#### 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. In addition, the Company may require the customer, Landlord or representative (at least the legal age of majority), be present when performing work inside a customer's facility.

### 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 weather head and, for underground services, is where the Company's conductors connect to the top of the Customer's meter socket.

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)

Date Filed:	December 19, 2014

Effective Date: <u>December 29, 2015</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u> I

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 5
SOUTH DAKOTA		3rd Revised	Sheet No. 1a
	Canceling	2nd Revised	Sheet No. 1a

#### GENERAL TERMS AND CONDITIONS

#### (Continued)

Installation of electric service lines is scheduled by the Company for completion during the regular  $_N$  construction season. The Company may make a charge for added cost of the construction of an electric  $_N$  service line if the installation is required when the ground is frozen.  $_N$ 

The Company will not install Electric Services until the surface has been graded to within six inches of a permanent established elevation.

#### 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.

#### ECONOMIC FEASIBILITY

Projects over 500 feet in length will be subject to an economic feasibility review. For determining contributions on facility extensions, annual revenue will be determined by multiplying the projected volumes by the projected tariff delivery rate. The annual revenue will be reduced by the annual projected Fuel and Purchased Power, Operating, Maintenance, and Property Tax Expenses. The resulting net margin will be divided by the current allowed rate of return, grossed up for taxes to determine the level of investment the load will support. Any project costs over and above the determined level of investment will be collected from the customer.

In instances where a Contribution in Aid of Construction (CIAC) is required, three years after the project has been completed, the Company will review the three-year average use. If the actual volumes vary from projected volumes by 20% or more, the Company will charge or credit the customer for the variance, without interest, in projected CIAC. The original project revenues will be recalculated using the actual average volumes, from the three-year period. The costs and rates used in the original calculation will remain unchanged.

#### 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. (Continued)

Date Filed:	December 19, 2014	Effective Date: December 29, 2015
		Issued by: Jeff Decker, Specialist Regulatory

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NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
SIOUX FALLS			Section No. 5
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#### GENERAL TERMS AND CONDITIONS

(Continued)

#### 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.

#### **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.

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.

#### SUB-METERING

Sub-metering 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.

#### 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.

(Continued)

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#### NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 5 SOUTH DAKOTA <u>4th Revised</u> Sheet No. 3 Canceling 3rd Revised Sheet No. 3

### GENERAL TERMS AND CONDITIONS (Continued)

### 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:

Single Phase Meter	\$10.00
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.

#### BYPASSING OR TAMPERING WITH METERING FACILITIES

Customers shall not interfere in any way with the metering facilities after they have been set in Ν place. In cases where the meter seal is broken or the working parts of the meter have been tampered Ν with or the meter damaged or there is evidence that a bypass has been used, the Company may render a Ν bill for the current billing period based upon the estimated use, considering past experience under similar Ν conditions and may, in addition thereto, charge for the actual cost of repairing or replacing said meter and Ν connections. In instances where a disconnected customer has reconnected their own service, the Ν Company may charge \$100 to correct the unauthorized changes and reconnect the service. Service may IN be discontinued or refused at the premises where such bypassing or tampering has occurred until all Ν such charges are paid. Legal action may also be pursued in the instance of meter tampering. This section does not apply to metering facilities that are damaged by acts of God.

### 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 South Dakota 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 South Dakota 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.

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#### NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 5 SOUTH DAKOTA <u>8th Revised</u> Sheet No. 4 Canceling 7th Revised Sheet No. 4

#### GENERAL TERMS AND CONDITIONS

#### (Continued)

#### DETERMINATION OF BILLING DEMAND

The average power factor is defined as the quotient obtained by dividing the number of kilowatthours (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 (KVARH) supplied during the same period.

Average Power Factor =

KWH SQUARE ROOT (KWH2 + KVARH2)

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 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 (kilowatt) 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 (kilowatt hours) 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.

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SOUTH DAKOTA		2nd Revised	Sheet No. 5
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## GENERAL TERMS AND CONDITIONS

#### (Continued)

#### 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 charge will be assessed in accordance with the Company's concurrent connection policy. There shall be a charge of \$30.00 for any check or draft submitted to the Company for payment which is dishonored or returned by the financial institution on which it is drawn.

#### **OPTIONAL RATES**

When two or more rates are available for certain classes of service, the conditions under which they are applicable to the requirements of particular Customers are plainly set forth in the Company's rate schedule. If a Customer is eligible to receive service under more than one rate, the utility, upon notice of this fact, shall advise the Customer of all alternatives. The choice of such rates lies with the Customer who will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate.

Thereafter, the Company will upon request advise the Customer as to the rate best adapted to existing or anticipated service requirements as defined by the Customer, but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected after service is originally provided.

The Customer should periodically investigate his operating conditions with a view to determining desirable changes from one available rate to another. The Company, lacking knowledge of changes which may occur at any time in the Customer's operating conditions, does not assume responsibility that Customers will be served under the most favorable rate nor does the Company make refunds covering the difference between the charges under the rates in effect and those under the rate applicable to the same service except if an unfavorable rate was initially selected by the Customer at the time of provision of service and the first paragraph above set forth was not complied with in whole or in part.

A Customer, having selected a rate adapted to his service, may not change to another rate within a twelve month period unless a substantial change in the character or conditions of his service occurs which is unrelated to a rate which is based on annual or seasonable considerations.

#### **DISCONTINUANCE OF SERVICE**

In addition to the provisions of ARSD 20:10:20, the Company has the right to discontinue service to a Customer in the event that an unsafe service condition exists on the Customer's premises, which is likely to cause injury to person or property. The Company will notify the Customer prior to such disconnection, if practical under the circumstances.

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## **GENERAL TERMS AND CONDITIONS**

(Continued)

## BUDGET 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 Company. 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 Customer's 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 non-inductive 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. Tankless water heaters are permitted only with prior notification to the Company and may require a Contribution in Aid of Construction (CIAC), for required system upgrades. Once the CIAC has been received by the Company, the Company will make the required upgrades and allow installation of the tankless water heater.

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	Canceling	1st Revised	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 furnished Customers is unsatisfactory for

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## GENERAL TERMS AND CONDITIONS

## (Continued)

special apparatus requiring close regulation, or if the Customer's electrical appliances are subject to damage due to high or low voltage, the single phasing of three-phase service, phase reversals, or other fluctuations in the quality of service furnished by the Company, then the Customer shall install regulative apparatus and protective devices at his own expense. Without notice, the Company may curtail or interrupt service to any or all of its Customers when, in its judgment, such curtailment or interruption will prevent or alleviate a threat to the integrity of its power supply.

To assure adequate safety to personnel and equipment, the Customer shall provide and maintain code-approved protective devices in each phase to protect all motors against overloading, short circuits, ground faults and low voltage, and to protect all three-phase motors against single-phasing.

Computers and other sensitive electronic equipment, which require high grade, uninterrupted power, may, on occasion, experience problems when connected directly to the Company's distribution system. The Customer should check with an electric dealer, wireman, contractor, engineer, or architect to ascertain the need for Customer-supplied lightning arresters, surge suppressors, isolation transformers, by-pass meter socket, standby or uninterruptible power supplies.

#### **LIABILITY**

The Customer assumes all responsibility for all service and equipment at and from the Customer's point of service attachment of such service, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring by such services and equipment, except where said injury or damage is shown to have been occasioned solely by the negligence of the Company.

## AGENTS CANNOT MODIFY AGREEMENT

No agent has power to amend, modify, alter or waive any of these Terms and Conditions, or to bind the Company by making any promise or representation not contained herein. However, the Company will continue its policy of attempting to accommodate Customers and Customer problems wherever possible.

#### COGENERATION AND SMALL POWER PRODUCTION

Qualifying Facility. A qualifying facility (QF) is a power production or cogeneration facility which has received qualifying status under the Public Utility Regulatory Policies Act of 1978 (PURPA), Sections 201 and 210 and regulations established by the Federal Energy Regulatory Commission (FERC), 18 CFR Part 292. Any interconnection between the Company and a qualifying facility shall be in compliance with PURPA, the FERC regulations, and the Decision and Order of the Public Utilities Commission in Docket F-3365.

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## **GENERAL TERMS AND CONDITIONS**

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<u>Small Qualifying Facility.</u> A small qualifying facility (SQF) is a qualifying facility with certified capacity of 100 kilowatt or less.

<u>Company Obligations</u>. Subject to the provisions of these general terms and conditions, PURPA, the FERC regulations, and the Decision and Order of the South Dakota Public Utilities Commission in Docket F-3365, the Company has the obligation to purchase any electric energy and capacity that is made available from a qualifying facility, to sell to any qualifying facility any electric energy and capacity requested, to make interconnections with any qualifying facility to accomplish purchases or sales, and to offer to operate in parallel with a qualifying facility.

<u>Safety and Reliability Standards</u>. Interconnection between the Customer's QF and the Company's electric system mandates the adoption of reasonable standards to ensure the safety and reliability of the Company's electric system and to protect the Customer, its QF, the general public, and the Company's employees. The Company adopts the following practices, methods, and acts as such reasonable standards:

1) <u>Prudent Utility Practice</u>. Any of the practices, methods, and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition, taking into account the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods, or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Prudent Utility Practice includes due regard for manufacturers' warranties and requirements of governmental agencies of competent jurisdiction.

2) The Customer's QF and associated equipment shall meet all requirements of applicable state and federal regulations; local, state, and national codes; and all standards of Prudent Utility Practice.

3) Prior to connecting the Customer's QF in parallel to the Company's electric system, the Customer shall provide to the Company for its review, the specifications for major equipment associated with the Customer's QF and detailed electrical diagrams, which

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## **GENERAL TERMS AND CONDITIONS**

## (Continued)

diagrams must show all related wiring and safety features of the QF, equipment nameplate data including the interface device and the control system of the Customer's power source, a site plan, and the operating characteristics for the Customer's generator and interconnection, and all of these items must be approved by the Company. The Company will permit the Customer to operate its QF in parallel with the Company's electric system only when this can be done without adverse effects on the general public, other utility customers, and the Company's equipment and employees. Certain protective devices (relays, circuit breakers, etc.) within reasonable electrical industry standards may be required by the Company. The purpose of such devices is to promptly remove the in-feed from the Customer's QF whenever a fault occurs, so as to protect the general public, other utility customers, and the Company's equipment and employees from damage due to fault currents produced by the Customer's QF.

4) Interconnection shall be made in such manner that, if the voltage from the Company is absent, the electrical interconnection is immediately broken.

5) The Customer must comply with all applicable provisions of the State Electrical Code, the National Electrical Safety Code, and the National Electrical Code.

6) The Customer's generating system, including interconnecting equipment, shall meet the requirements of and be inspected and approved by the State Electrical Commission and any other public authority having jurisdiction before any interconnection is made to the electrical system of the Customer or the Company.

7) Wind driven generating facilities, for safety purposes, shall be connected by underground conductor to a point of a horizontal length not less than 1.5 times the fall distance of the qualifying facility from the Company's facilities.

8) To protect appliances and equipment on the premises of the Customer and other customers, the power generated by the Customer shall not induce excessive distortion to the system's voltage or current sine waves. The Maximum allowable distortion must not exceed 10% measured at the Customer's service box.

9) To protect the QF, and to protect all parties from electric shock, the Customer shall supply and install automatic devices to positively disconnect his generating equipment from the system in the event of a disturbance or supply outage on the Company's system. The Company shall be allowed access to this device at all times to permit periodic safety tests.

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## **GENERAL TERMS AND CONDITIONS**

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10) The Customer shall furnish and install a disconnecting switch to be connected between the Company's electric system and the QF. This switch must provide a visual opening in the line and shall be located and equipped so that the Company's employees can have access to operate and lock the switch in case of an outage or for work on the Company's system.

11) If the Customer's QF interferes with the operation of the Company's equipment or interferes with service to other customers, the Company reserved the right to disconnect.

12) The Customer's load in conjunction with the generating system shall not have a power factor of less than .95 leading or lagging.

13) The Customer shall furnish and install all additional wiring and equipment needed to connect the QF metering at existing service location. The meter socket shall be installed as close as possible to the existing service meter.

14) The Customer shall give reasonable notice to the Company concerning periods during which the Customer-generated energy is proposed to be furnished and the estimated amount thereof.

15) The Customer shall advise the Company prior to making any revisions to the Customer's QF, the control system, or the interface between the two power systems after the installation. Any such revision must be acceptable to the Company.

16) The Company will not assume any responsibility for protection of the generator or any other portion of the QF's electrical equipment. The Customer is fully responsible for protecting its equipment in such a manner that faults or other disturbances on the Company's system do not cause damage to the Customer's equipment, the general public, and the Company's equipment and employees.

17) Should the parallel operation of the Customer's QF cause interference or adversely affect voltage, frequency, harmonic content, or power factor in the Company's system or the service to other customers, the Company may require disconnection of parallel operation until the condition has been corrected.

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## **GENERAL TERMS AND CONDITIONS**

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18) The Company shall be responsible for maintenance of all equipment it has supplied. The Customer shall be responsible for the maintenance of its generating, protective equipment, and interconnection equipment. Complete maintenance records must be maintained by the Customer and be available for the Company's review.

19) The Company reserves the right to inspect on demand all protective equipment including relays and circuit breakers owned and installed by the Customer at the point of interconnection.

20) All interconnections shall be made in compliance with the requirements shown on the Exhibits which are made a part of these General Terms and Conditions.

21) The Company reserves the right to promulgate such other safety and reliability standards necessary for the operation of its system as may be allowed or required by law.

Interconnection Charge. An interconnection charge will be assessed to recover those costs associated with the addition to or modification of Company facilities to accommodate the SQF in excess of the facilities and expenses recovered in the monthly customer charge. At the option of the Customer, the interconnection charge shall be a single nonrefundable charge for the costs incurred or to be incurred by the Company, or a monthly levelized charge equal to one-twelfth of the Company's annual fixed costs plus cost of maintenance. If the Customer selects the monthly interconnection charge and permanently disconnects from the Company's system prior to completion of all monthly payments, the Customer will be responsible for making a one-time payment to the Company. The one-time payment will include those interconnection costs not yet paid plus removal costs, minus salvage value, along with an administrative charge.

Customer with an SQF shall indemnify, protect, defend and save harmless the Company from and against any and all claims and demands for damages, remote as well as proximate, to property and injury or death to persons, including payments made under any workman's compensation law or under any plan for employees' disability and death benefits, which

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## **GENERAL TERMS AND CONDITIONS**

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may arise out of or be caused by the installation, maintenance, presence, operation or removal of the qualifying facility, or by any related act or omission of the customer, its employees, agents, contractors or subcontractors.

Customers with an SQF shall maintain during the term of the SQF Electric Service Agreement liability insurance which insures the Customer against all claims for property damage and for personal injury or death arising out of, resulting from, or in any manner connected with the installation, operation and maintenance of the SQF. The amount of such insurance coverage shall be at least \$300,000 per occurrence. The Customer shall furnish a certificate from its insurance carrier showing that it has complied with the provisions of this section and providing that the insurance policy will not be changed or canceled during its term without written 90-day notice to Northwestern Energy.

<u>Output</u>. The output of a QF or SQF shall be 60 cycle and shall be at the voltage and phase of the existing service or service proposed to the Customer.

<u>Three-phase Power</u>. Three-phase power cannot be interconnected to the Company's system unless three-phase power already exists or three-phase power is proposed to be utilized by the Customer for purposes other than operating a QF or SQF.

<u>Agreement</u>. Service to a qualifying facility will be as set forth in these General Terms and Conditions and in a written Agreement between the Company and the Customer.

<u>Standby, Supplementary, Emergency and Incidental Services</u>. The Company will provide standby, supplementary, emergency and incidental services upon request of the Customer. These services will be available pursuant to a negotiated contract between the Company and the Customer and are as defined as follows:

a. Standby service is defined as service continuously available through a permanent connection to provide power and energy for use by Customer in case of failure of another mechanical or electrical source of power,

b. Supplementary service shall be defined as service continuously available through a permanent connection to supplement or augment directly or indirectly another independent source of power.

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## **GENERAL TERMS AND CONDITIONS**

(Continued)

c. Emergency service shall be defined as service supplied through a temporary connection of Customer's use when his usual source of supply has failed.

d. Incidental service shall be defined as service continuously available through a permanent connection to provide power and energy for use by Customer where such use is merely incidental to Customer's operations and essentially for his convenience, for voltage or frequency control, for partial lighting of selected or limited areas, or for operation of controls, battery chargers, starting devices, electric clocks, or other equipment requiring relatively small quantities of energy as compared with Customer's total energy usage.

NORTHWESTERN ENERGY PUBLIC SERVICE COR	PORATION d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS		Section No. 5
SOUTH DAKOTA	Original	Sheet No. 14

# GENERAL TERMS AND CONDITIONS

## (Continued)

## Meter Data and Privacy Policy

	e Company will comply with federal and state legislation and regulatory statutes, and decisions, as applicable, concerning the collection, use, retention, and sharing ata.	N N N
	e Company owns the Meter Data and will use such information in the provision and ent of any of its services.	N N
and definiti tariff. NAE	e Company provides a definition of "Meter Data" and utilizes the privacy guidelines ions of the North American Energy Standards Board ("NAESB") in support of this SB is a voluntary non-profit organization comprised of members from all aspects of gas and electric industries.	N N N N
1.	Authorization: The result of a process by which the Customer provides informed written consent in a manner consistent with the applicable Governing Documents and any requirements of the applicable regulatory authority.	N N N
2.	Governing Documents: Applicable law, regulatory documents (e.g., tariffs, rules and regulations), and Customer consent forms that determine the interactions among parties.	N N N
3.	Meter Data: Information that is gathered and managed by the Company that enables it to provide services to Customers. This includes data that can be collected from a standard energy service meter, a digital meter with two-way communications capabilities, analysis that is created by the Company from a combination of various data types, and general Customer contact and service information.	
4.	Third Party: An entity, that is permitted to receive Meter Data in accordance with applicable law, regulation, the Governing Documents and any requirements of the applicable regulatory authority, <i>other than:</i> the Company and its contracted agents, the applicable regulatory authority, Independent System Operators or other regional entities, which seeks or is provided Meter Data, including any entity under contract with the Third Party to perform the services or provide the products as described in the Customer's Authorization.	N N N N N N N N

(Continued)

NORTHWESTERN ENERGY PUBLIC SERVICE COR	PORATION d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS		Section No. 5
SOUTH DAKOTA	Original	Sheet No. 15

## GENERAL TERMS AND CONDITIONS

(Continued)

## Data Collection

This tariff pertains to Meter Data that is maintained by the Company in the ordinary course of business.

## Data Protection and Security

Meter Data is kept confidential absent Customer written authorization for its release to a Third Party. The Company shall terminate, within a reasonable period of time, a Third Party's right to access future Meter Data for a Customer when: (i) the Customer withdraws its authorization using the method provided by the Company, (ii) the Customer's authorization has reached the end of the specified period, (iii) a Customer's service associated with a premise is terminated, or (iv) as required by applicable documents, law or regulatory authorities.

The Company may release Meter Data, without Customer consent, as required by law enforcement agencies with a warrant or subpoena, social service agencies, actions involving civil litigation, or regulatory agency orders, rules, or regulations and exceptions permitted by federal or state statutes or laws.

## Data Access and Sharing

The Company will share Meter Data to the Customer of record upon request and to Company affiliates, contractors, or agents subject to the applicable federal and state law. The Company will require any affiliate and the affiliate's employees, agents and contractors having access to the data subject to this tariff to treat such data in the same manner as required of the Company under its Customer/Account Master File Privacy Policy. The Company will share Meter Data after it has been validated by the Company. The Company will provide Meter Data to a Customer's Third Party designee upon receiving a Customer's written authorization and upon verification of accuracy by the Company.

## Data Retention

The Company stores and maintains Meter Data for a reasonable period in its ordinary course of business. The Company will make and retain, for a reasonable period of time, records related to disclosures of Meter Data to Third Parties.

## **Data Breach Notification**

The Company will use reasonable efforts and commercially practicable methods to notify<br/>affected Customers of a breach of this tariff. The Company will restore the integrity of the<br/>system and data to the extent, and as soon as, reasonably practicable.N<br/>N<br/>N<br/>N

(Continued)

Date Filed: October 5, 2016 EL16Effective Date: <u>December 1, 2016</u> Issued by: <u>P.A. Bonrud, Dir. Gov & Reg Affairs</u> Ν

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NORTHWESTERN ENERGY PUBLIC SERVICE COR	PORATION d/b/a NORTHWES	TERN ENERGY
SIOUX FALLS		Section No. 5
SOUTH DAKOTA	Original	Sheet No. 16

# GENERAL TERMS AND CONDITIONS

## (Continued)

## Hold Harmless

Once the Company has disclosed Meter Data in accordance with this tariff, federal or state law, applicable Governing Documents or requirements of a regulatory authority, the Company is not responsible or liable in any way whatsoever after the disclosure of that information, including but not limited to, the security of such information, the use or misuse of such information or the subsequent disclosure by the recipient or other parties.	N N N N N N
<u>Questions or Complaints</u>	N
Questions or complaints about the implementation or enforcement of this tariff may be	N
directed to:	N
Customer Care Department	N
NorthWestern Energy	N
600 Market Street West	N
Huron, SD 57350	N
Telephone: 1-800-245-6977	N
Website: <u>www.northwesternenergy.com</u>	N

UTH DAK	ΟΤΑ				Can	celing	10th R 9th Re		Sheet No. 1 Sheet No. 1	
_				11 E Park St	Butte, MT 59701-1711	NorthWesternEne	rgy.com			_ L
Customer Service	Delivering a	Energy Bright Future		CUSTOMER: ACCOUNT NUMBER: ACCOUNT DESCRIPTION: BILLING DATE:	JOHN SMITH 1234567-9 March 10, 2016		Page 1			Т
Service Address:	123 MA	IN ST, ABER	DEEN SD 57	401						
	Electric Usa	ge (kWh)		Bank Draft Scheduled on			TOTAL AMOUN			т
1200 1000 800	11			March 30, 2016	March 30, 2016	\$		150.44		
600 400 200 0	Aug	Oct Nov Dec	Feb Mar-16	Previous Balance Payments Received Current Charges Tax	Y 1/15/2016 Thanl	( you	\$ \$ \$	156.84 (156.84) 141.92 8.52		Т
	Mar 2015	Feb 2016	Mar 2016							
Days of Service kWh Used	29 641.00	29 637.00	28 663.00	Total Amount Due			\$	150.44		D T
Avg. kWh per day Avg. cost per day	22.1 \$2.28 14	22.0 \$2.73 19	23.7 \$2.96 31	SUMMARY OF CURR	CHARGES	Utility Service		TOTAL		1
Avg. daily temp (`F)	14	19	31	Electric Service Natural Gas Service		\$ 82.75 \$ 59.17		82.75 59.17		
Your Nat	ural Gas Usa	ige (Therms	;)			φ 55.1 <i>.</i> 7	Ŷ	55.17		
80 60 40 20 0 Van April	Jul Aug Sep	Oct Nov Dec	Feb Mar-16	BUDGET BILLING - PAY TH BUDGET BILLING - PAY TH If you were to go on budg amount would be \$122.00 for budget billing.	IE SAME AMOUNT E et billing next month	, your approxin				Т
	Mar 2015	Feb 2016	Mar 2016	SISTERATION STATEMENT ACCOUNTS S		unt on March 3	0,2016			Т
Days of Service Therms Used Avg. Therms per day Avg. cost per day Avg. daily temp (`F)	29 99.00 3.4 \$3.12 14	29 88.00 3.0 \$2.37 19	28 74.00 2.6 \$2.11 31							
Û				MESSAGE BOARD						Ţ
information or to	make payn	nent, visit u	us at north	Western Energy at 800-24! westernenergy.com.				n.) For		T
Please return this porti	on of your bill		ment.	0000000	AMOUNT E					
	234567-8	March	30, 2016	\$ 150.44	L .		-	ft Scheduled on h 30, 2016		T
	A late fee o	f \$2.00 plus 1%	of the unpaid u	ility balance will be assessed if not paid b	y due date.		-			1
					NorthWestern Ene	ergy				
JOHN SI 123 MA		1-7022			Butte MT 59707-0	001				
		1-1022							1	

Date Filed: <u>April 20, 2016</u> EL16-016 Effective Date: <u>July 5, 2016</u> Issued by:<u>Jeff Decker, Specialist Regulatory</u>

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 9th Revised
 Sheet No. 1.1

 Canceling
 8th Revised
 Sheet No. 1.1

Delivering o Bright Future         Service Address:         123 MAIN, ABERDEEN SD 57401           NorthWestern Energy: 1:800-245-6997         UTILITY SERVICES           Customer Service: (M+F 7 am - 6 pm)         and Emergencies 24 hours a day         ELECTRIC SERVICES           PAY BY PHONE OPTIONS:         From To Days         Previous Current Code Mult Billed kWH Read Dates           Credit/Dobit or ATM Card:         02/02/16         03/01/16         28         74350.00         75013.00         Actual 1         663         0           1-877-361-4927         Meter Number: 1012534         Rate:         10-Electric Residential Service         HOUSE METER           1-800-218-4959         Customer Swith unresolved questions or concerns may contact the consumer affairs division of South Dakota Public Utilities Commission at 800-332-17820 rwite the PUC at 500 East Capitol Aver Previous         Customer Charge         \$         663.0         \$         6           South Dakota Public Utilities Commission at 800-332-17820 rwite the PUC at 500 East Capitol Aver Previous         From To Days         Previous Current         \$         8           Current Rates Effective 2/1/2015         Electric Delivery Total         \$         8         8           Current Rates Effective 2/1/2016         S         0.0998000         Q2/02/16         03/01/16         28         3253.00         3325.00         Average Mill </th <th></th> <th></th> <th>ern<sup>°</sup> hergy</th> <th>Account Nu</th> <th></th> <th>123456</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>Page 2</th>			ern <sup>°</sup> hergy	Account Nu		123456							Page 2
NorthWestern Energy: 1:800-245-6997     UTLINTY SERVICES       Customer Service: (M-F 7 am - 6 pm) and Emergencies 24 hours a day     UTLITY SERVICES       PAY BY PHONE OPTIONS: Credit/Debit or ATM Card: 1-877-361-4927     Read Dates     KWh Meter Readings     Read     Meter     Multi     Billed kWH     Read     Us       1-877-361-4927     Read Dates     KWh Meter Readings     Read     Meter     Multi     Billed kWH     Read     Us       1-877-361-4927     Meter Number: 1012534     Rate:     10-Electric Residential Service       Customers with unresolved questions or concerns may contact the consumer affairs division of south baktar Public Utilities Commission at 800- 332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501.     Customer Charge     \$     663.0     \$     1       Current Rates Effective 2/1/2016     Electric Delivery Total     \$     8       Electric SERVICES     GAS SERVICES       Service Charge     \$     0.0998000       200@     \$     0.0982000       200@     \$     0.0982000       200@     \$     0.0982000       200@     \$     0.0095000       Electric Residential 200@     \$     0.0982000       200@     \$     0.0982000       200@     \$     0.0982000       200@     \$     0.0365700	Delivering												
Customer Service: (M-F 7 am - 6 pm) and Emergencies 24 hours a day PAY BY PHONE OPTIONS: Credit/Debit or ATM Card: 1-807-361-4927 Checking, Savings, or Money Market: 1-800-218-4959 Customers with unresolved questions or concerns may contact the consumer affairs division of South Dakta Public Utilities Commission at 800- 332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501. Current Rates Effective 2/1/2016 ELECTRIC SERVICES GAS SERVICES GAS SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 0.0998000 Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$						123 M/	AIN, ABERDE	EN SD 5740.	L				
and Emergencies 24 hours a day         ELECTRIC SERVICES           PAY BY PHONE OPTIONS: Credit/Debit or ATM Card: 1377-361-4927         Image: Tool Days         Previous         Current         Code         Mult         Billed KWH         Read         Demand         Demand<			·/	UTILITY	DERVICES								
Read Dates       kWh Meter Readings       Read       Meter       Demand       Dem Read         PAY BY PHONE OPTIONS:       From       To       Days       Previous       Current       Code       Mult       Billed kWH       Read       Demand				FLECTRIC	SERVICES								
PAY BY PHONE OPTIONS:       rom       To       Days       Previous       Current       Code       Multi       Billed kWH       Read       Use         1-877-361-4927       Image: Solution of South Datas Applied with the consumer affairs division of South Datas Public Utilities Commission at 800-332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501.       Meter Number: 1012534       Rate:       10-Electric Residential Service         Customer Charge       \$       663.0       \$       6         Electric Delivery Total       \$       663.0       \$       1         Customer Charge       \$       663.0       \$       1         Energy Charge       663.0       \$       1         Electric Varge       \$       8         Electric Delivery Total       \$       8         Electric Residential 200@       \$       0.0982000         600@       \$       0.0982000       \$       8       8         Outerent To       Days       Previous       Current       Code       Meter       Conversion       Average       Bill         Electric Delivery Total       \$       8         Current Rates Effective 2/1/2016 <td< td=""><td>and Emergencies 24 nours a c</td><td>iay</td><td></td><td></td><td></td><td></td><td>kWh Mete</td><td>r Readings</td><td>Dead</td><td>Matar</td><td></td><td>Demand</td><td>Demand</td></td<>	and Emergencies 24 nours a c	iay					kWh Mete	r Readings	Dead	Matar		Demand	Demand
Credit/Debit or ATM Card:         02/02/16         03/01/16         28         74350.00         75013.00         Actual         1         663         Image: colspan="2">Colspan="2">Actual 1         663         Image: colspan="2">Colspan="2"Co	PAY BY PHONE OPTIONS:					Davs		-	1		Billed kWH		Usage
Checking, Savings, or Money Market:       Index Hollson Varket:         1-800-218-4959       Customer swith unresolved questions or concerns may contact the consumer affairs division of South Dakota Public Utilities Commission at 800-332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501.       Customer Charge       \$       663.0       \$       6         Customer Charge       663.0       \$       6         ElecTRIC SERVICES         Current Rates Effective 2/1/2016         ElecTRIC SERVICES         GAS SERVICES         GAS SERVICES         Service Charge       \$       0.0998000       \$       8         Meter Readings       Read       Meter       Conversion       Average       Bil         From To Days Previous Current Code       Volume       Pressure       BTU Factor       The Customer Charge       \$       8         Output Solution of S	Credit/Debit or ATM Card:									1			
1-800-218-4959       Customers with unresolved questions or concerns may contact the consumer affairs division of South Dakota Public Utilities Commission at 800-332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501.       Customer Charge       \$       663.0       \$       1         ELECTRIC SERVICES         Current Rates Effective 2/1/2016         ELECTRIC SERVICES         Service Charge       \$       0.0998000       \$       8         Alter Puckase Power       663.0       \$       1         ELECTRIC SERVICES         Service Charge       \$       0.0998000       \$       8         Alter Read Dates       Meter Readings       Read       Meter       Conversion       Average       Bill         Electric Delivery Total       \$       8         Service Charge       \$       0.0998000       Current       Code       Volume       Previous       Current       Code       Volume       BTU Factor       The         Alter Number: 2012354       Rate:       81-Residential Natural Gas         Customer Charge       \$         Service Charge       \$       0.005000       Customer Charge       \$       81	1-877-361-4927			Meter Num	ber: 1012534	1	•	Rate:	10-Electri	ic Residen	tial Service		
may contact the consumer affairs division of South Dakota Public Utilities Commission at 800- 332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501. Current Rates Effective 2/1/2016 ELECTRIC SERVICES Service Charge \$ 6.00 Electric Residential 200@ \$ 0.0998000 600@ \$ 0.0998000 200@ \$ 0.0982000 200@ \$ 0.0982000 200		Market	n	HOUSE MET	ER								
may contact the consumer affairs division of South Dakota Public Utilities Commission at 800- 332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501. ELECTRIC SERVICES EAST CADITOR OF CONVENTION OF	Customers with unresolved q	uestion	s or concerns		Customer	Charge					Ś		6.00
South Dakota Public Utilities Commission at 800- 332-1782 or write the PUC at 500 East Capitol Ave, Pierre, SD 57501.       Elec Fuel Purchase Power       663.0       \$       1         Current Rates Effective 2/1/2016       ElecTRIC SERVICES       GAS SERVICES       \$       8         Electric Residential 200@       \$       0.0998000       Read Dates       Meter Readings       Read       Meter       Conversion       Average       Bil         From       To       Days       Previous       Current       Code       Volume       Pressure       BTU Factor       The         600@       \$       0.0998000       Meter Number: 2012354       Rate:       81-Residential Natural Gas         200@       \$       0.0365700       Meter Rumber: 2012354       Rate:       81-Residential Natural Gas         9999999@       \$       0.0365700       Customer Charge       \$       \$         Elec Fuel Pruchase Power       \$       0.0165400       Energy Charge       74.00       \$       1         Purch Gas Commodity SD 81       74.00       \$       3       3						-			66	3.0			65.45
Sa2-1782 of write the Poc at Sub East Capitor Ave,         Energy Efficiency Program       663.0       \$         Current Rates Effective 2/1/2016         ELECTRIC SERVICES         Service Charge       \$       6.00       Read Dates       Meter Readings       Read       Meter       Current       Code       Volume       Pressure       Bil         From       To       Days       Previous       Current       Code       Volume       Pressure       BIU Factor       The         GAS SERV/CES         Service Charge       Read       Meter       Conversion       Average       Bil         From       To       Days       Previous       Current       Code       Volume       Pressure       BTU Factor       The         0.0000       S       0.0301/16       28       25:00       32:50.0													

When you provide a check as a payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.



Effective Date: <u>July 5, 2016</u> Issued by:<u>Jeff Decker, Specialist Regulatory</u>

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 7th Revised
 Sheet No. 2

Canceling <u>6th Revised</u> Sheet No. 2

{var id=NOTICEDATE}

{var id=CUSTNAME} {var id=ACCTADDRI} {var id=ACCTADDR2} {var id=ACCTADDR3} {var id=ACCTADDR4}

## DISCONNECT NOTICE 1

Account Number: {var id=ACCOUNT}-{var id=ACCTCKDGT} Service Address: {var id=SVCADDR} Meter Number: {var id=METER}

Dear {varid=CUSTNAME},

Our records indicate your utility account is past due as follows:

Disconnect Amount \${var id=PASTDUEAMT} Total Amount of Bill \${var id=TOTALAMT}

Please disregard this notice if payment has been made.

Unless payment of \${var id=PASTDUEAMT} is received prior to {var id=DATEI}, service will be disconnected. Once service is disconnected, payment of the utility bill and any applicable reconnection fee will be required before service is restored.

Reconnection fees:

Electric Service - \$60.00 plus tax during business hours - \$75.00 plus tax after business hours Gas Service - \$49.00 plus tax during business hours - \$69.00 plus tax after business hours

You have the right to appeal the company's decision to the South Dakota Public Utilities Commission, 500 East Capitol, Pierre, SD 57501, telephone number 800-332-1782.

Residential disconnection may be postponed for a 30-day period by presenting, prior to disconnection, a physician's certificate stating that disconnection would aggravate a resident's existing illness or handicap.

If you believe the charges on your bill are incorrect, we encourage you to contact us to discuss the disputed charges. If we cannot resolve the dispute, you should pay the undisputed portion of the bill and appeal the disputed amount to the South Dakota Public Utilities Commission.

If you have any questions, to make payment (fees may apply) or discuss possible payment arrangements, please call us at 800-245-6977 Monday-Friday, 7 a.m. - 6 p.m. (local time).

Or you can stop by one of our convenient walk-in offices. Please visit NorthWesternEnergy.com for office hours in your area.

Sincerely,

NorthWestern Energy Customer Care Department

NORTHWESTERN ENERGY PUBLIC SERVICE COP	RPORATION	d/b/a NORTHWEST	ERN ENERGY
SIOUX FALLS			Section No. 6
SOUTH DAKOTA		9th Revised	Sheet No. 3
	Canceling_	8th Revised	Sheet No. 3

Customer Service Guide	
The customer service guide can be found at: <a href="http://www.NorthWesternEnergy.com/SDServiceGuide">www.NorthWesternEnergy.com/SDServiceGuide</a>	N N N
New Customer Handbook	
The new customer handbook can be found at:	N
www.NorthWesternEnergy.com/SDCustomerHandbook	Ν
	N

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA <u>Original</u> Sheet No. 3.1

Form No. 2927 09/18



# **Construction Application**

Temporary Electric:  (May not be available in all areas)  Customer Information  Customer/Company Name (Billing Name):  Primary Contact Number: Secondary Contact N	Know what's below. Call before you dig.
Customer/Company Name (Billing Name): Primary Contact Number: Secondary Contact N	
Customer/Company Name (Billing Name): Primary Contact Number: Secondary Contact N	
Mailing Address:       City:         Service Address:       City:         (City or County new address assignment may be necessary)         Did you have a previous service with NorthWestern Energy at another ad         If Yes, Address:	State: Zip: State: Zip: ddress? Yes  No  _
Email Address:	
New Service Information	
Building Information:       Square Footage:ft²         Residential:       House       Mobile Home       Garage       M         Commercial:       Office       Retail       Restaurant       O         Subdivision:       Residential (# of Lots)       Commercial (# of Lots)	ther (Describe)
Residential Load Information:         Voltage:       120/240         Primary Heat Source:       Electric         Natural Gas Load:       btu/hr (total load of all natural dat)	(Amps) □ Other: ıral gas appliances)
Commercial/Irrigation Load Information:           Panel Size:        (Amps)         H.P(irrigation)           Voltage:         1 Φ         1 20/240         2 40/480 (MT ONLY)           □ 3Φ         1 20/208         1 20/240         2 40/480 (MT ONLY)           Natural Gas Load:	мт омцу) 🗖 277/480 gas appliances)
Please Note: Customer load sheets and design information is typically natural gas service installations. Load sheets may be provided by North	
	Date:

Effective Date: <u>May 2, 2019</u> Issued by: <u>Jeff Decker, Specialist Regulatory</u>

NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWES	STERN ENERGY
SIOUX FALLS			Section No. 6
SOUTH DAKOTA		6th Revised	Sheet No. 4
	Canceling	5th Revised	Sheet No. 4

{var id=CUSTNAME} {var id=ACCTADDR1} {var id=ACCTADDR2} {var id=ACCTADDR3} {var id=ACCTADDR4}

Dear {var id=CUSTNAME},

As a result of your conversation with NorthWestern Energy on {var id=SYSTEMDATE}, you have agreed to be the guarantor of utility services for:

Account Name: {var id=COMMENT2} Account Address: {var id=COMMENT3} Account Number: {var id=COMMENT1} Guaranteed Amount: \${var id=AMOUNT1}

As a guarantor, you will be responsible for any unpaid utility bills effective {var id=DATE1} on the account. This agreement is in effect for one year from the date of this letter or until you provide NorthWestern Energy with 60 days written notice that you would like to be removed as a guarantor on this account.

During the next 12 months, if the account is closed or disconnected for non-payment and a balance remains unpaid by the customer, this balance will be transferred to your account, and an outside collection agency may be utilized to collect the balance.

It is your responsibility to inform NorthWestern Energy of changes of address, etc. to ensure we are able to contact you regarding the status of the account you have guaranteed.

If you have any questions, please call NorthWestern Energy at 800-245-6977. Customer service representatives are available Monday-Friday, 7 a.m. - 6 p.m.

**Guarantor Signature** 

Date

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA **5th Revised** Sheet No. 5

Canceling 4th Revised Sheet No. 5

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{var id=CUSTNAME} {var id=ACCTADDR 1} {var id=ACCTADDR2} {var id=ACCTADDR3} {var id=ACCTADDR4}

RE: Account Number: {var id=ACCOUNTX}-{var id=ACCTCKDGT} Balance: {var id=AMOUNT1} Service Address: {var id=COMMENT2} Disputed Name: {var id=COMMENT1}

Dear {var id=CUSTNAME}:

You recently contacted our office to dispute your responsibility for the account above. It is important you complete the enclosed questionnaire and return it to us for review. You must also provide reasons as to why you believe these charges are not yours, as well as any evidence that supports these claims, two (2) forms of identification, and a police report stating that the charges billed to you were without your knowledge.

Please have the form notarized. It is important that you read and complete the instructions as indicated in this packet. If you do not complete all of the requirements, we will continue to hold you responsible for this bill. Upon receipt of the requested information, we will review your situation and make a determination regarding the disputed charges. We will contact you once a decision has been reached.

Please return the completed packet and documentation to:

NorthWestern Energy Credit and Collections Department 40 E. Broadway St. Butte, MT 59701

We will not change the name on this account until proof of the new responsible party is provided.

Sincerely,

NorthWestern Energy **Customer Care Department** 

NORTHWESTERN ENERGY PUBLIC SERVICE COR	PORATION d/b/a NORTHWEST	ERN ENERGY
SIOUX FALLS		Section No. 6
SOUTH DAKOTA	Original	Sheet No. 5.1

Account Number: {var id=ACCOUNTX}-{var id=ACCTCKDGT} Service Address: {var id=COMMENT2}
QUESTIONNAIRE TO BE COMPLETED BY PERSON DISPUTING BILL
Name of person disputing the bill
Current address
Current phone number Employer phone number
Social Security number
Landlord's phone number
Have you ever lived at the disputed service address? Yes_No_
If yes, during what time frame?
Have you ever had a disputed bill with NorthWestern Energy? Yes_No_
If yes, during what time frame?
Doyourecognize the address on the disputed account? Yes_No_
If yes, what is the name of the person it belongs to and what is their relationship to you?
Did you have utility service in your name during the time of the disputed account? Yes No
If yes, what was your address?
What utility company was it with?
What is their telephone number so we can verify service?
Do you know who placed this bill in your name? Yes_No_ lfyes, who?
What is their relationship to you?
What is their current address and phone number?

By signing below, Iacknowledge that Idid not request service at the address listed on the previous page, and therefore, did not incur the charges. Ihave filed a police report and will prosecute the responsible person.

YOUR PRINTED NAME

YOUR SIGNATURE

NOTARY SIGNATURE AND SEAL

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 <u>5th Revised</u>

 Sheet No. 6

Canceling	4th Revised	Sheet No. 6

Energy	NWE Internal Use Only
	Reference #
LETTER OF AUT ADDING CO-RESPONSIBLE	
I, (*NorthWestern Energy Customer Name)	_, authorize NorthWestern Energy to add
(Co-Responsible Third Party – please print)	as a Co-Responsible Party to my NWE Account.
	will be financially
responsible for all billed services and fees provided by NorthWe	
(Service Address) (City)	,as of Also, he/she
may request to be discontinued as a Co-Responsible Third Part	()
Co-Responsible Third Parties are authorized to make changes t	
arrangements, changing the mailing address, and disconnecting	
_	_
(Signature of NWE Customer)	(Printed Name) (Date)
*Required to list one form of Account ID Information: *(circle ID Type) Social Security # Date of Birth Driver's License #	State ID #
	elationship to NWE Customer), accept financial responsibility
· · · · · · · · · · · · · · · · · · ·	
for all billed services and fees provided by NorthWestern Energy	
for all billed services and fees provided by NorthWestern Energy (Service Address)	
	(City), (State) as of (Date). I further
(Service Address)	(City), (State) as of (Date). I further
(Service Address) understand that I shall be held liable for such debt accrued until	(City), (State) as of (Date). I further
(Service Address) understand that I shall be held liable for such debt accrued until	(City), (State) as of (Date). I further
(Service Address) understand that I shall be held liable for such debt accrued until	(City), (State) as of (Date). I further
(Service Address) understand that I shall be held liable for such debt accrued until longer responsible. (Signature of Co-Responsible Party)	(City) (State) as of (Date) I further such time that I notify NorthWestern Energy that I am no
(Service Address) understand that I shall be held liable for such debt accrued until longer responsible.	(City) (State) as of (Date) I further such time that I notify NorthWestern Energy that I am no
(Service Address) understand that I shall be held liable for such debt accrued until longer responsible. (Signature of Co-Responsible Party) List two forms of ID Information: *(circle ID Type) Social Security # Date of Birth Driver's License #	(City) , (State) as of (Date) . I further such time that I notify NorthWestern Energy that I am no (Printed Name) (Date) State ID #
(Service Address) understand that I shall be held liable for such debt accrued until longer responsible. (Signature of Co-Responsible Party) List two forms of ID Information:	(City) , (State) as of (Date) . I further such time that I notify NorthWestern Energy that I am no (Printed Name) (Date) State ID #

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 6th Revised
 Sheet No. 7

Canceling	5th Revised	Sheet No. 7

	Form No. \$673 03/
NorthWestern <sup>®</sup> Energy	NWE Internal Use Only Customer #
	Internal #
If you wish to have NorthWestern Energy release account inf please fill out the information below. Please be sure to sign,	
ONE TIME RELEASE O	
	authorize NorthWestern Energy to release the followin
*NorthWestern Energy Customer Name/Authorized Agent (please print)	
Information to, *Recipients Name (please print)	*Mailing Address
	-
*Information to be Released:	for the account(s)/service address(es) listed below.
(please check the appropriate box - All information released includes Custo Usage Information - List date	
<b>—</b>	To
Billing Information - payment	s/monies owing
Letter of Credit Reference Other Information as listed:	
ACCOUNT NAME:	
Select one of the options below: All Accounts or Specific Account Number(s):	
list specific ac	count #(s)
or Specific Service Addresses:	
(if account # unknown)	
list specific ser	vice address(es)
_	
(*Signature of NWE Customer/Authorized Agent)	(Printed Name & Business Title) (Date)
Phone #:	(If Applicable)
Required to list one form of Account ID Information:	
	State ID # Driver's License #
a second se	

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA 5th Revised Sheet No. 8

Canceling	4th Revised	Sheet No. 8
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NorthWestern <sup>*</sup> Energy	Form No. 3834 08/10 NWE Internal Use Only Customer # Internal #
LETTER OF AUTHORIZATION RESIDENTIAL ACCOUNTS	
As a Residential customer with NorthWestern Energy, you may request that additiona on your behalf with NorthWestern Energy for all your Residential accounts or just for	
There are two types of authorization that may be granted to your additional parties:	
<ul> <li>Information Only - NorthWestern Energy is authorized to release all account in</li> </ul>	formation as requested.
<ul> <li>Changes - NorthWestern Energy is authorized to release all account information to account information, such as credit arrangements, changing a mailing address</li> </ul>	
Third Parties listed will not be responsible for debt accrued on your account(s).	
ACCOUNT NAME:	
All Accounts or Specific Account Number(s):	

NorthWestern Energy is authorized to allow the following individuals the appropriate authorizations as specified:

Relationship Examples: Family, Roommate, CaseWorker, etc. Acceptable ID Types: Social Security #, Date of Birth, Driver's License #, State ID #

Third Darty Mama	Relationship	ID Information*	ID Type*	Phone #	Information Only	Changes
Third Party Name	Relationship	(* <u>required</u> )	(*specify)	Phone #	(Check one	e box only)
(Signature of North)	Western Energy C	ustomer)		(Printed Name)		(Date)
*In order to process y	our request inles	se provide one fr	orm of Accou	nt ID:		
		-				
*(circle ID Type) Social Se	curity # Date of Bir	th Driver's License	# State ID #			
*Required to list Phon	e #: Home					
	Work					
NOTE: Some of the information	requested in this form	is considered "sensitive	Personally identifi	able Information (Pil)". Co	mpleted forms must be sto	red in an access-

none, come or the information requested in this form is considered "sensitive Personally identifiable information (PII)". Completed forms must be stored in an acces controlled environment. Once the form has been approved for destruction it must be shredded. Refer to the Records Management Policy for additional information regarding PII.

Date Filed:	March 25, 2019	Effective Date: May 2, 2019	
EL19-014		Issued by: Jeff Decker, Specialist Regulatory	

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA <u>8th Revised</u> Sheet No. 9 Canceling 7th Revised Sheet No. 9

## UTILITY SERVICE CONSTRUCTION AGREEMENT

This Utility Service Construction Agreement (the "Agreement") is made and entered into effective as of \_\_\_\_\_\_, 20\_\_ by and between NorthWestern Energy (the "Company") and \_\_\_\_\_\_ (the "Customer"). Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Rate Schedule and the NorthWestern Energy Gas Rate Schedule (collectively the "Tariffs" and individually the "Gas Tariff" or "Electric Tariff"), which sets forth service, installation and contribution rules and regulations established by the South Dakota Public Utilities Commission (the "Commission"). The Tariffs are available at http://www.northwesternenergy.com/account-services/whats-included-in-your-total-bill/tariffs-and-rates/south-dakota-tariffs-and-rates.

## RECITALS

WHEREAS, Customer has applied for natural gas or electrical service from the Company; and WHEREAS, in accordance with the Tariffs, the Company and Customer are entering into this Agreement to clarify the rights and responsibilities of the parties related to the installation of the facilities required to provide service to Customer's premises;

NOW, THEREFORE, the parties agree as follows:

#### AGREEMENT

1. <u>SERVICE AND CONTRIBUTION REQUIREMENTS</u>. Company agrees to install, operate and maintain facilities generally described as \_\_\_\_\_\_ and specifically described in Quote \_\_\_\_\_\_, which is incorporated herein by this reference (the "Quote"), to serve Customer at \_\_\_\_\_\_ in accordance with the requirements of the Tariffs. Customer agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of \$\_\_\_\_\_\_, which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 Service, Customer has requested the following service pursuant to the Tariffs:

ELECTRICAL	NATURAL GAS
Residential (Rate 10)	Residential Gas Service (Rate 81)
Residential with Space Heating (Rate 11)	General Gas Service (Rate 82)
Residential Space Heating and Cooling (Rate 14)	Commercial and Industrial Firm (Rate 84)
Residential Dual-Fuel and Controlled (Rate 15)	Commercial & Industrial Interruptible (Rate 85)
Interruptible Irrigation (Rate 16)	Commercial and Industrial Contract (Rate 86)
Irrigation (Rate 17)	Gas Transportation Customer (Rate 87)
General Service (Rate 21)	
Commercial Water Heating (Rate 23)	
Commercial Space Heating and Cooling (Rate 24)	
All-Inclusive Commercial (Rate 25)	
Commercial and Industrial (Rate 33)	
Large Commercial and Industrial (Rate 34)	
Point to Point Distribution Only (Rate 38)	
Controlled Off Peak (Rate 70)	
Reddy Guard (Rate 19)	
Street and Area Lighting System (Rate 56)	

1 Utility Service Construction Agreement

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NORTHWESTERN ENERGY PUBLIC SERVICE COR	PORATION d/b/a NORTHWEST	ERN ENERGY
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1.2	<u>Electrical</u> . Company may elect to install overhead or underground facilities to extend service to Customer; provided, however, that the Customer may request underground service pursuant to the Electric Tariff. The parties agree to the following electrical service installation in accordance with the Electrical Tariff:
	<u>Underground extension of 0-150 feet</u> . For underground electric services, Company will install 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.
	<u>Underground extension of 150-500 feet</u> . For underground electric services requiring more than 150 feet of cable, Customer will make a non-refundable contribution of \$1.00 per foot exceeding the 150 feet.
	<u>Overhead extension of 0-500 feet</u> . For services with overhead extension lengths of 0-500 feet, Company will install facilities to extend a service line without charge along the shortest feasible route from the distribution line to the point of service attachment.
	<u>Underground and overhead extensions over 500 feet</u> . For services with primary and/or secondary extension lengths over 500 feet, a contribution in aid of construction (" <i>CIAC</i> ") may be required, based on the economics of the service.
1.3	<u>Natural Gas</u> . The parties agree to the following natural gas service installation in accordance with the Gas Tariff:
	<u>Residential – Primary Heating Source</u> . Residential customers using natural gas as their primary heating source and for water heating will be charged a \$90 connection fee for the first 150 feet of service pipe. If the distance is beyond 150 feet, a CIAC may be required upon completion of an economic feasibility study. The distance is
	<u>Residential – Other Use</u> . For residential customers using natural gas for space heating only, fireplace only, water heating only, natural gas grill only, or any combination other than primary space heating and water heating, as described above, a CIAC may be required upon completion of an economic feasibility study. The distance is
	<u>Mobile Home</u> . Mobile Home customers using natural gas as their primary heating source and for water heating will be charged a \$75 connection fee for the first 50 feet of service pipe. If the distance is beyond 50 feet, a CIAC may be required upon completion of an economic feasibility study. The distance is
	<u>Commercial and Industrial Customers</u> . An economic feasibility study is required. A CIAC may be required upon completion of the study. The distance is
	Whenever an economic feasibility study is required by this Section 1.3, the Company will take into consideration the total cost of serving the Customer and the expected revenue. If the Company determines the extension of service to the Customer is not economically feasible, the Company may require a CIAC in accordance with Section 1.4 below.
1.4	Contribution in Aid of Construction - Electrical and Natural Gas. In consideration of the
	Company's agreement to install service, Customer agrees to pay a CIAC in the sum of for construction of the facilities identified in the Quote. If the value entered is zero, no CIAC was required by the Company.
	In all instances where a CIAC is required, Company will subsequently review the three-year average use. If actual volumes vary from projected volumes by 20% or more, Company will charge or credit Customer for the variance, without interest, in projected CIAC.
2.	CONDITIONS TO INSTALLATION.

2.1 <u>Payment</u>. Company may require payment of a Customer contribution or the CIAC prior to scheduling a construction start date. Company must receive contribution or the CIAC (if prior

2 Utility Service Construction Agreement

# NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA Original

payment is required) and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 <u>Right-of-Way and Access</u>. 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.

- 2.3 <u>Permits</u>. Customer shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment on Customer's premises and the property of third parties. The Company shall obtain required permits for work in the right-of-way. Copies of all permits must be provided to the Company.
- 2.4 <u>Additional Costs</u>. If Customer requests facilities be installed in frozen, rocky or hard ground, the Customer may be responsible for additional charges for installation. Company will notify the Customer of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Customer.
- 2.5 <u>Storm Water</u>. Customer is solely responsible for compliance with all South Dakota Department of Environment and Natural Resources storm water regulations. All soil disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Customer in the Storm Water Pollution Prevention Plan. Customer shall operate and maintain all storm water best management practices at all times.
- 2.6 <u>Underground Facilities</u>. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Customer. Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Customer-owned facilities.
- 2.7 <u>Customer's Equipment</u>, Customer shall install Customer's facilities in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Customer's meter must be approved by Company prior to the installation of equipment owned by the Customer. Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
- 2.8 <u>Trenching. Backfilling and Meter Set</u>. For underground electric services, Customer shall arrange and pay for required trenching and backfilling, consistent with Company specifications required for installation of the service line. Customer shall provide conduit at the meter base and if required by Company, conduit in the trench. Company will not install a service line in an open trench or in Customer-supplied conduit unless the meter base for service is ready for connection, energization and installation of the meter.
- 2.9 <u>Restoration and Grading</u>. Company will make a reasonable attempt to preserve private roadways and landscaping, but Customer is responsible for final compaction and restoration

Utility Service Construction Agreement

# NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA Original

of private roadways and landscaping, including the removal of excess spoil piles. The Company will not install facilities until the surface has been graded to within six inches of a permanent established elevation. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, Customer is responsible for the costs associated with this change.

#### <u>GENERAL CONDITIONS.</u>

- 3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, scope of project, and laws that may be amended or enacted after the date of this Agreement.
- 3.2 If construction has not commenced within a reasonable period due to any action, omission or failure to act by Customer, the project will be reviewed for any changes in the cost.
- 3.3 If the facilities required to serve Customer must be relocated or modified at the request of Customer after installation, Customer shall pay the costs of moving Company facilities.
- 3.4 Company agrees to establish service within a reasonable period of time after Customer's equipment passes inspection by the state and local authorities as required by law. Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the control of Company or Customer.
- 3.5 If Company is installing lights, the facilities will be placed in a location agreeable to both Customer and Company. Customer is responsible for notifying Company of any outage of Company-owned lights. Company will make repairs and replace defective or damaged facilities within a reasonable time after notice of any outage, but Company does not patrol the system to determine if the lights are in operating condition at all times.
- 3.6 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.
- ADDITIONAL CONDITIONS.

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

#### NORTHWESTERN ENERGY

#### CUSTOMER

By:	By:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

Utility Service Construction Agreement

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
SIOUX FALLS			Section No. 6	
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	Canceling	4th Revised	Sheet No. 10	

{varid=CUSTNAME} {varid=ACCTADDRI} {varid=ACCTADDR2} {varid=ACCTADDR3} {varid=ACCTADDR4}

Account Number: {varid=ACCOUNT}-{var id=ACCTCKDGT}

Service Address: {var id=SVCADDR}

Dear {var id=CUSTNAME},

Thank you for your interest in NorthWestern Energy's EZ Pay Program.

Please review the terms and conditions of the EZ Pay Program listed on the attached authorization form. Complete the form, sign it, and return it to North Western Energy. You can mail the form or fax it to 406-497-4950. If you would like to choose a Preferred Due Date, you may pick a day from this range {var id=COMMENTI}-{var id=COMMENT2}.

Our EZ Pay Program works well in conjunction with our Budget Billing and our E-bill programs. If you are interested in more information on any of these programs, visit us at www.northwesternenergy.com.

If you have questions, please call our Contact Center as follows:

Montana and Wyoming: 888-467-2669 South Dakota and Nebraska: 800-245-6977

Customer service representatives are available Monday-Friday, 7:00 a.m. - 6:00 p.m.

Sincerely,

NorthWestern Energy Customer Care Department

NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY						
SIOUX FALLS			Section No. 6			
SOUTH DAKOTA		3rd Revised	Sheet No. 10.1			
	Canceling	2nd Revised	Sheet No. 10.1			

2nd Revised Lanceiing

Review the following Terms and Conditions:

- I authorize NorthWestern Energy to electronically deduct from my bank account (i) my monthly utility bill on the due date of my bill and (ii) my final utility bill promptly upon any change in the status of my utility account to inactive.
- I understand each month I will receive my bill which will display the amount that will be deducted from my bank account and the date on which it will be deducted. I understand that EZ-Pay Program payments for my account will not start until my bill reflects that the bank draft will occur. In the meantime, I understand that I will need to continue making my payments.
- I understand my monthly due date may vary slightly. If the due date falls on a weekend or a holiday my payment will be deducted the following business day.
- I have the option of choosing a preferred due date that is compatible with my billing cycle. You may obtain the due date range you are eligible for by contacting North Western Energy at the Customer Service numbers listed below.
- I understand if my payment is dishonored, NorthWestern Energy retains the right to collect the dishonored payment along with service charges if applicable.
- I understand that I may discontinue my participation in the EZ-Pay Program at any time by notifying NorthWestern Energy Customer Service (contact information below). I understand that my request to discontinue EZ-Pay Program participation must be received at least three business days in advance of the due date of my current bill to stop the EZ-Pay Program payment on such due date. I understand that a request received less than three business days before the due date will be processed in the next billing cycle following that due date.
- I understand that, if at any time my utility account is rendered inactive, my participation in the EZ-Pay Program will automatically end.
- I agree to be bound by the Terms and Conditions on this page.

Please complete this form, sign and return it by mail or fax with the information provided below. Once North Western Energy receives your information we will begin the process of setting up your plan and verifying the information you provided. Please print a copy of the completed page for your records

 Date:
 Date:

For any questions about your enrollment, please retain a copy of this form and call or email customer service for your area.

Mail Form To: NorthWestern Energy c/o EZ-Pay 40 E Broadway St Butte, MT 59701

Customer Service MT: (888) 467-2669 custserv@northwestern.com Fax: (406) 497-4950

Customer Service SD/NE: (800) 245-6977 advocate@northwestern.com Fax: (406) 497-4950

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 4th Revised
 Sheet No. 11

Canceling <u>3rd Revised</u> Sheet No. 11

Form No. 3966 03/16

NorthWestern Energy

## THIRD PARTY NOTIFICATION

Please enroll the following customer for NorthWestern Energy's Third Party Notification service.

Third Party Notification service provides notification to another party in the event an account receives a notification of termination of services. A notification of termination of services is issued when utility services are in jeopardy of being disconnected.

The customer name and account number below must match the customer's information with NorthWestern Energy. The Third Party is not responsible for energy charges for the customer.

#### **Customer Information**

Completing this form authorizes NorthWestern Energy to provide a copy of the customer's notification of termination of services, not to include verbal notices or door tags left at premises. All fields are required. The form will not be processed if not completed in its entirety. <u>You are not required by law, administrative rule, or NorthWestern Energy to complete this form to receive utility service</u>. It is your responsibility to notify NorthWestern Energy regarding Third Party changes, to include removing Third Parties.

Customer Name

NorthWestern Energy Account Number \_

I agree and authorize NorthWestern Ene	rgy to p	ovide notifications o	of termination of	f services to	the part	listed below
--	----------	-----------------------	-------------------	---------------	----------	--------------

Phone

This form will only be used for notification of pending termination of services and does not allow the Third Party any additional access or details of the account or additional details regarding the information on the notification.

Customer Signature \_

This request will not be accepted without the Customer's signature.

I acknowledge that as a customer I can contact NorthWestern Energy to remove Third Parties from my account.

#### Third Party Information

Mail termination of service notices to the Third Party listed below.

Third Party Name	Phone			
Mailing Address	Apartment/Unit Number	_ Apartment/Unit Number		
City	State ZIP	_		
Third Party Signature	Date			

This request will not be accepted without the Third Party's signature.

NorthWestern Energy will make every effort to send a copy of the notice of termination of services to the Third Party specified. NorthWestern Energy is not responsible if the Third Party fails to receive or act upon the notice. The Third Party Notification service does not modify in any way NorthWestern Energy's liability, if any, for property damage that may result from disconnection of utility service.

A new form must be completed by the customer and Third Party if any of the Third Party information above changes. The Third Party information within is specific to the account number listed above and will not be associated to any other customer accounts or Third Party records.

Please retain a copy for your records and return completed form to NorthWestern Energy at <u>custserv@northwestern.com</u>, fax 406-497-4950, or mail Attention: Customer Service 11 E Park St, Butte, MT 59701.

Visit NorthWesternEnergy.com for more information.

Date\_

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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY SIOUX FALLS Section No. 6 SOUTH DAKOTA 5th Revised Sheet No. 12

Canceling <u>4th Revised</u> Sheet No. 12



NorthWestern Internal Use Only
Customer #
Internal #
Reference #

#### CONTINUOUS SERVICE AGREEMENT

This Continuous Service Agreement ("*Agreement*") is entered into by and between NorthWestern d/b/a NorthWestern Energy ("*NorthWestern*") and \_\_\_\_\_\_ ("*Responsible Party*") and is effective as of the date processed by NorthWestern.

- 1. <u>Service Options</u>. NorthWestern offers two continuous service agreement options: Move Out / Non Payment: Services are automatically transferred to the Responsible Party upon tenant's request to discontinue service or nonpayment of service. This applies even if the tenant remains in the property. Move Out Only: Services are automatically transferred to the Responsible Party only upon tenant's request to discontinue service.
- 2. <u>NorthWestern's Obligations</u>. As of the effective date services are discontinued in accordance with the option selected above, NorthWestern will: (i) transfer responsibility for utility charges into the name of the Responsible Party; and (ii) attempt to notify the Responsible Party of this change. If the Responsible Party requests NorthWestern to discontinue service, and another party does not assume responsibility, NorthWestern will disconnect utility service. NorthWestern is not obligated to transfer service if the Responsible Party is past due on any financial obligation to NorthWestern for services on any account
- 3. <u>Responsible Party Obligations</u>. Responsible Party shall notify NorthWestern of any changes to the Property List, ID Information for the Responsible Party and Authorized Parties, and contact information.
- 4. <u>Authorization</u>. Responsible Party may authorize users to obtain information and conduct business on behalf of the Responsible Party. To add a user, Responsible Party must register for the Property Management Portal (Continuous Service Agreement Corner) at www.northwesternenergy.com. Responsible Party will then be able to add or remove authorized parties through the online portal.

There are two levels of authorization that can be granted to users: Information Only and/or Full Authorization. An Information-Only user may receive, but not modify, account information. Full Authorization allows a user to modify account information (including payment arrangements), change a mailing address, discontinue billing, terminate service, establish new accounts, or remove properties from this Agreement

- 5. <u>Disconnection</u>. NorthWestern may discontinue any utility service covered under this Agreement in accordance with the tariffs, rules and regulations of the applicable state utility commission.
- 6. <u>Suspension and Termination</u>. This Agreement may be suspended or terminated as follows:

6.1 <u>Suspension</u>: This Agreement may be suspended by NorthWestern if past due monies are owed by the Responsible Party for property listed, or previously listed, on this Agreement. If the current tenant requests discontinuance of service and this Agreement is suspended, NorthWestern will make a reasonable attempt to notify the Responsible Party that utility services will be disconnected as a result of the suspension of this Agreement. Prior to removing the suspension, all past due balances must be paid.

6.2 <u>Termination</u>: This Agreement may be terminated for cause by NorthWestern upon a breach of this Agreement or the failure of Responsible Party to pay balances for property listed, or previously listed, on this Agreement. NorthWestern may terminate this Agreement if past due balances are more than 90 days. If terminated pursuant to this paragraph, NorthWestern will make a reasonable attempt to notify the Responsible Party. If this Agreement has been terminated, the Responsible Party must cure the breach or pay past due balances on all NorthWestern accounts before reactivating this Agreement. NorthWestern may also terminate this Agreement: (i) at any time upon 30 days prior written notice; and (ii) without further notice if written notifications to the Responsible Party are returned undelivered and NorthWestern is unable, after reasonable effort, to identify current contact information for the Responsible Party. Termination does not relieve Responsible Party of the obligation to pay for utility services incurred.

Responsible Party may terminate this Agreement at any time by providing written or verbal notice to NorthWestern.

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Date Filed: April 21, 2023

NORTHWESTERN ENERGY PUBLIC SERVICE CO	ORPORATION	d/b/a NORTHWE	STERN ENERGY
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- 7. Conflicts. In the event of a conflict between the terms of this Agreement and NorthWestern's gas or electric tariffs, rules and regulations established by the applicable state utility commission, the terms of the tariffs, regulations or rules prevail. All terms of this Agreement are subject to modification upon notice by NorthWestern if required as a result of changes in applicable tariffs, rules and regulations and laws amended or enacted after the date of this Agreement.
- 8. <u>Information</u>. This Agreement does not authorize the Responsible Party or Authorized Parties to any information of a NorthWestern customer at a property subject to this Agreement, other than the average annual utility usage.
- <u>Connect Fees</u>. Responsible Party is not required to pay connect fees when responsibility for services are transferred to Responsible Party. If the Responsible Party requests services be disconnected, connect fees (if applicable) will be charged when services are resumed in the Responsible Party's name.
- 10. <u>Limitation of Liability</u>. NorthWestern's liability under this Agreement is limited to direct actual damages of the Responsible Party in amounts not to exceed \$500. Neither party is liable to the other party for special, incidental, punitive or consequential damages of any kind.
- 11. <u>Miscellaneous</u>. Responsible Party shall not assign this Agreement without the prior written consent of NorthWestern. A waiver by either party of any right or conditions of this Agreement will not limit the right of a party to enforce such right or conditions at a later date. If any portion of this Agreement is held to be void or unenforceable, the balance will continue to be effective. Except as permitted by Sections 3 and 4 to allow for the periodic updating of the Property List and Authorized Parties, this Agreement will not be modified, amended or changed in any respect except by a written document signed by the parties. This Agreement constitutes the entire agreement of the parties. Covenants or representations not contained or incorporated therein are not binding upon the parties. Handwritten revisions to this Agreement are of no effect and are not binding against the parties.

The parties understand and acknowledge that this Agreement will be effective on the date that NorthWestern processes a completed Agreement.

Signature of Responsible Party

Printed Name & Business Title

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Date

Date Filed: April 21, 2023

 NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY

 SIOUX FALLS
 Section No. 6

 SOUTH DAKOTA
 Original

		PROPE	<u>RTY LIST</u>	
Please confirm the account accounts covered by this Ag		umber(s), emai	and mailing address li	sted below are appropriate for all
need to know your Account	ID information	listed on your a	ccounts such as federa	ized Parties with Full Authorization will I tax id, social security number, date of order to protect your privacy.
Account Name:			Email Address:	
Mailing Address:				
Street Address:			Phone :	#:
City:	State:	Zip Code:	Addition	nal Phone #:
Street Address, Unit ID (if a properties you wish to have Street Address ex.123 Main ST	covered by this	Agreement.	rvice Agreement Option City and State ex. Butte MT	n <u>must</u> be listed below for all Service Agreement Option Move Out / Non Payment or Move Out

4

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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY					
SIOUX FALLS			Section No. 6		
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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SOUTH DAKOTA		3rd Revised	Sheet No. 18	
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
SIOUX FALLS			Section No. 6	
SOUTH DAKOTA		4th Revised	Sheet No. 19	
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
SIOUX FALLS			Section No. 6	
SOUTH DAKOTA		3rd Revised	Sheet No. 19.1	
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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SOUTH DAKOTA		4th Revised	Sheet No. 22	
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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SOUTH DAKOTA		5th Revised	Sheet No. 23
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SOUTH DAKOTA		2nd Revised	Sheet No. 24
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY				
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY			
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