# **EXHIBIT A**

# **South Dakota Intrastate Pipeline Company**

1415 N. Airport Road Pierre, SD 57501 SD P.U.C. Section  $\underline{1}$ 1<sup>st</sup> Revised Sheet No.  $\underline{1}$ Cancelling Original Sheet No.  $\underline{1}$ 

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## **South Dakota Intrastate Pipeline Company**

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#### PRELIMINARY STATEMENT

South Dakota Intrastate Pipeline Company transports natural gas within the state of South Dakota. The pipeline is located within the counties of:

Edmunds Potter Hughes

Walworth Sully

## TYPES AND CLASSES OF SERVICES

The Company transports natural gas. Where economically feasible the Company will extend its service to new customers.

The following symbols shall be used in rate filings with the Public Utilities Commission:

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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## FIRM TRANSPORTATION SERVICE Rate 1

Transportation rate is \$159,540.83 monthly for Firm Service effective September 1, 2018 through August 31, 2023.	R
The Transportation rate is \$149,663.42 monthly for Firm Service effective September 1, 2023, if South Dakota Intrastate Pipeline Company has not submitted a new application for rates, with an effective date prior to August 31, 2023.	N N N
Revenue credits shall be applicable as set forth in the Contract for Firm Transportation Service.	N
All general terms and conditions of Service shall be set forth in a Firm Transportation Service Agreement executed by the customer and South Dakota Intrastate Pipeline Company	N N

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## INTERRUPTIBLE TRANSPORTATION SERVICE Rate 2

Availability: Interruptible Transportation Service is available to customers that have an executed contract for interruptible service with South Dakota Intrastate Pipeline Company, which contract has been approved by the South Dakota Public Utilities Commission. Interruptible Transportation Service customers are responsible for procuring quantities of natural gas that South Dakota Intrastate Pipeline will transport under the terms of this Interruptible Transportation Service schedule. At a minimum, the contract for interruptible service must detail the following: (i) minimum natural gas transportation service volumes; (ii) the rate for interruptible transportation service; (iii) a rate for ancillary services; and (iv) an adjustment mechanism to account for variable costs South Dakota Intrastate Pipeline Company incurs to provide Interruptible Transportation Service.

**Rate:** The initial interruptible rate shall be \$0.3365 per dekatherm. If South Dakota Intrastate Pipeline Company has not submitted a new application for rates, with an effective date prior to August 31, 2023, the interruptible rate beginning September 1, 2023, shall be \$0.3157 per dekatherm.

#### **General Terms and Conditions:**

- (1) PRIORITY OF SERVICE: Deliveries of gas under this Interruptible Transportation Service schedule shall be subject at all times to prior demands of customer(s) served on South Dakota Intrastate Pipeline Company's Firm Transportation Service schedule. Customers taking service under this Interruptible Transportation Service schedule agree that South Dakota Intrastate Pipeline Company, without prior notice, shall have the right to curtail or interrupt such service whenever, in its sole judgment, it may be necessary to do so to protect the interest of its Firm Transportation Service customer(s) whose capacity requirements are otherwise and hereby given preference. In no event shall South Dakota Intrastate Pipeline Company be responsible for any costs associated with undelivered gas that were subject to an interruption or curtailment in this Interruptible Transportation Service schedule.
- (2) PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT: If customer fails to curtail or interrupt its use of gas under this Interruptible Service schedule when requested to do so, the customer shall be billed at \$50 per dekatherm of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt. Ninety-percent of the revenues received by South Dakota Intrastate Pipeline Company under this penalty provision shall be credited to Firm

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Transportation Service customer monthly. South Dakota Intrastate Pipeline Company, in its sole discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so.

- (4) IMBALANCES: End of billing month imbalances shall be rolled to the next billing month to be cleared in that billing month.
- (5) FUEL: South Dakota Intrastate Pipeline Company shall establish a Fuel Reimbursement Percentage per dkt of transportation service for the total Projected Transportation Fuel Use and Lost and Unaccounted for Gas quantities. Such percentage shall be deducted in-kind and initially established at 1.34% of the receipt quantity nominated to South Dakota Intrastate Pipeline Company. The Company shall, on an annual basis determine the Fuel and Unaccounted for percentages to be effective each January 1. All calculations for any new Fuel Use and Lost and Unaccounted for Gas percentage shall be filed with and approved by the South Dakota Public Utilities Commission
- (6) METERING REQUIREMENTS: Remote data acquisition equipment required for daily measurement will be installed by South Dakota Intrastate Pipeline Company, at its sole discretion, prior to the initiation of service under this Interruptible Transportation Service schedule, which cost shall be borne by customer. South Dakota Intrastate Pipeline Company shall provide Firm Transportation Service customer with metering information.
- (7) COSTS OF CONSTRUCTION AND CONNECTION: Any customer seeking to take service under this Interruptible Transportation Service schedule shall be responsible for any upfront construction costs required for service in the form of a connection fee, which fee shall be paid in full by customer prior to customer taking service.

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# LIST OF CONTRACTS WITH DEVIATIONS

South Dakota Intrastate Pipeline Company provides transportation service to Montana- Dakota Utilities Co. pursuant to a Transportation Agreement dated September 1, 1993 and extended on February 14, 2018. The general terms and conditions of service under such agreement shall be amended and subject to approval by the South Dakota Public Utilities Commission. All terms and conditions of this transportation service are in accordance with the Transportation Agreement.	C
South Dakota Intrastate Pipeline Company provides interruptible transportation service to Ringneck Energy & Feed, LLC, d/b/a Ring-neck Energy, LLC, pursuant to an Interruptible Transportation Service Agreement dated, 2018. All terms and conditions of this interruptible transportation service rate schedule are in accordance with the Interruptible Transportation Service Agreement.	N N

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#### **RULES**

- 1. QUALITY STANDARDS OF GAS RECEIVED BY SD INTRASTATE PIPELINE CO. South Dakota Intrastate Pipeline Company may refuse to accept gas which does not conform to the following Northern Border Pipeline Co. specifications or such specifications as revised from time to time. These specifications are:
  - a) The gas shall not contain sand, dust, gums, crude oil, impurities or other objectional substances at a level which may be injurious to pipelines or may interfere with the transmission of gas.
  - b) The gas shall have a hydrocarbon dew-point less than -5 degrees Fahrenheit at 800 psia, -10 degrees Fahrenheit at 1000 psia, or -18 degrees Fahrenheit at 1100 psia, or such higher dew-point approved by the Company as, without treatment by the Company, may be compatible with the operating conditions of the Company's pipeline.
  - c) The gas shall not contain more than 0.3 grains of hydrogen sulphide per 100 cubic feet.
  - d) The gas shall not contain more than 2 grains of total sulphur per 100 cubic feet.
  - e) The gas shall contain not more than three-tenths grains of mercaptan sulphur per 100 cubic feet, or such higher content as, in the Company's judgement, would result in deliveries by the Company to customers of gas containing more than three-tenths grains of mercaptan sulphur per 100 cubic feet.
  - f) The gas shall not contain more than two percent by volume of carbon dioxide.
  - g) The gas shall not have a water vapor content in excess of four pounds per thousand Mcf, unless the shipper delivers gas to the Company at a higher water vapor content.
  - h) The gas shall be as free of oxygen as it can be kept through the exercise of all reasonable precautions and shall not in any event contain more than four-tenths of one percent by volume of oxygen.
  - i) The gas shall have a gross heating value of not less than 967 Btu per cubic foot.

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- 2. Quality Tests. At the point of receipt of customers, the Company shall cause tests to be made, by approved standard methods in general use in the gas industry, to determine whether the gas conforms to the quality specifications set out in paragraph one of this section. Such tests shall be made at such intervals as the Company may deem reasonable, and at other times, but not more often than once per day, at the request of the customers
- 3. Failure to Conform. If gas delivered by the customers does not comply with the quality specifications set out in paragraph one of this section hereof, the Company shall have the right, in addition to all other remedies available to it by law, to refuse to accept any such gas. The Company may, at its option and upon notice to its customers, accept receipt of gas not complying with the quality specifications set out in paragraph one of this section herein provided. The Company, at the expense of the customers, may make all changes necessary to bring such gas into compliance with such specifications. No refusal to accept gas in accordance with this paragraph three shall reduce the customer's minimum quantity obligations.
- 4. Quality Standards of Gas Transported By the Company. The Company shall use reasonable diligence to deliver gas for its customers which shall meet the quality specifications set out in paragraph one of this section hereof, but shall only be obligated to deliver gas of the quality which results from the commingling of the gas received by the Company from its customers except as the Company may choose to do so pursuant to paragraph three hereof, shall not be required to treat any gas delivered to it by its customers.
- 5. Odorant. The Company will odorize the gas at the Receipt Point set forth in the Transportation Agreements. Customer(s) will provide information to the Company concerning the gas odorization level necessary to provide the acceptable odorant levels to the customer(s).
- 6. <u>Measurement Procedures</u>. Quantities of gas received and delivered shall be measured in accordance with Procedures contained in ANSI-API 2530, First Edition, AGA Committee Report No. 5, AGA Committee Report No. 7, and AGA Committee Report No. 8, or revisions or amendments thereto.
- 7. <u>Measurement Unit for Billing Purposes</u>. The measurement unit for billing purposes shall be in dekatherms (dkt's).
- 8. <u>Billing</u>. The Company will bill each customer on a monthly basis. The customer shall T have the right to examine, at reasonable times, books, records, and charts of the Company to the extent necessary to verify the accuracy of any statement, charge, or computation

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- 9. <u>Force Majeure</u>. If by reason of force majeure the Company is rendered unable, wholly or in part, to carry out its transportation obligations, and if the Company gives notice and reasonable particulars of such force majeure in writing or by facsimile or telephone to the customer as soon as possible after the occurrence of the cause relied on, the Company shall not be liable in damages during the continuance of any inability to transport natural gas. Such causes or contingencies affecting the performance by the Company, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and within reasonable dispatch.
- 9.1 <u>Definition</u>. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy, wars, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts; arrests and restraints of the government, either federal or state, civil or military, civil disturbances; shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by repairs or alterations to machinery or lines of pipe); failure of surface equipment or pipelines; accidents, breakdowns, inability to obtain necessary material, supplies, or permits, or labor to perform or comply with obligations, rights of way, and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably in control of the Company.

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## **South Dakota Intrastate Pipeline Company**

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## SAMPLE FORMS

Firm Transportation Service Customer Bill Form:

SD Intrastate Pipeline Company

1415 North Airport Road Pierre, SD 57501 469-984-1077 sdip93@gmail.com www.sdipco.com

INVOICE

**BILL TO** 

Company Name

INVOICE #
DATE
DUE DATE
TERMS Net 10

**ACTIVITY** AMOUNT **Natural Gas Transportation** Flat Monthly Fee Revenue Credit Please remit payment to: American Bank & Trust 1-Receiver ABA #091001322 United Bankers Bank 1650 West 82nd Street Bloomington, MN 55431 2-Beneficiary Bank: American Bank & Trust Account #2503407 3-Final Credit: South Dakota Intrastate Pipeline Company Account #016-512 Please call American Bank & Trust at 605-224-9233 with any questions. BALANCE DUE

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#### SAMPLE FORMS

## Interruptible Transportation Service Customer Bill Form:

# SD Intrastate Pipeline Company

1415 North Airport Road Pierre, SD 57501 469-984-1077 sdip93@gmail.com www.sdipco.com

## INVOICE

BILL TO Company Name

INVOICE #
DATE
DUE DATE
TERMS Net 10

ACTIVITY RATE AMOUNT Natural Gas Interruptible Transportation **DKTs Transported Ancillary Charge** Adjustment Please remit payment to: American Bank & Trust 1-Receiver ABA #091001322 United Bankers Bank 1650 West 82nd Street Bloomington, MN 55431 2-Beneficiary Bank: American Bank & Trust Account #2503407 3-Final Credit: South Dakota Intrastate Pipeline Company Account #016-512 Please call American Bank & Trust at 605-224-9233 with any questions. BALANCE DUE

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