

**STATE OF SOUTH DAKOTA
GAS RATE SCHEDULE**

South Dakota Intrastate Pipeline Company
1415 North Airport Road
Pierre, SD 57501

SD P.U.C. Section 1
2nd Revised Sheet No. 1
Cancelling 1st Revised Sheet No. 1

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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

South Dakota Intrastate Pipeline Company transports natural gas. Where economically feasible Transporter will extend its service to new Shippers.

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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 \$170,620.58 monthly for Firm Service effective November 1, 2019 through August 31, 2023. I

The Transportation rate is \$160,741.08 monthly for Firm Service effective September 1, 2023, if Transporter has not submitted a new application for rates, with an effective date prior to August 31, 2023. I

Revenue credits shall be applicable as set forth in the Contract for Firm Transportation Service. Service under this Firm Transportation Service Schedule shall be subject to the General Terms And Conditions as stated in Section 5. N
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INTERRUPTIBLE TRANSPORTATION SERVICE Rate 2

Availability: Interruptible Transportation Service is available to Shippers that have an executed contract for interruptible service with Transporter, which contract has been approved by the South Dakota Public Utilities Commission. Shippers taking service under this Interruptible Transportation Service schedule 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 Transporter incurs to provide Interruptible Transportation Service. Deliveries of gas under this Interruptible Transportation Service schedule shall be subject at all times to prior demands of Shippers(s) served on Transporter's Firm Transportation Service schedule in accordance with Paragraph 12 of the General Terms and Conditions. Shippers taking service under this Interruptible Transportation Service schedule agree that Transporter, 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 Shippers(s) whose capacity requirements are otherwise and hereby given preference. In no event shall Transporter be responsible for any costs associated with undelivered gas that were subject to an interruption or curtailment in this Interruptible Transportation Service schedule.

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L/T
L/N
L/T/N
L/T
L
L/T
L/T
L
L

Rate: The interruptible rate shall be \$0.3599 per dekatherm. If Transporter 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 \$0.3390 per dekatherm.

I/T
I

Metering Requirements: Remote data acquisition equipment required for daily measurement will be installed by Transporter, at its sole discretion, prior to the initiation of service under this Interruptible Transportation Service schedule, which cost shall be borne by Shipper. Transporter shall provide Firm Transportation Service Shipper(s) with metering information.

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Cost of Construction and Connection: Any Shipper 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 Shipper prior to Shipper taking service.

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Service under this Interruptible Transportation Service Schedule shall be subject to the General Terms and Conditions as stated in Section 5.

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LIST OF CONTRACTS WITH DEVIATIONS

Transporter 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.

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Transporter provides interruptible transportation service to Ring-neck Energy & Feed, LLC, d/b/a Ring-neck Energy, LLC, pursuant to an Interruptible Transportation Service Agreement dated March 11, 2015. All terms and conditions of this interruptible transportation service rate schedule are in accordance with the Interruptible Transportation Service Agreement.

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construction of facilities; breakage or accident to machines 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 Transporter.

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L
L
L
L/T

- i) The term "Gas" shall mean natural gas, unmixed or any mixture of natural and artificial gas.
- j) The term "Gross Heating Value" shall mean the number of Btus produced by the complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of 60 degrees Fahrenheit on a dry basis and at a pressure of 14.73 psia with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has been condensed to the liquid state.
- k) The term "Lost and Unaccounted Adjustment Percentage" or "L&U Percent" shall mean the difference between the sum of all input quantities of gas to the System and the sum of all output quantities of gas from the System, which difference shall include but shall not be limited to compressor fuel, and gas used and accounted for in pipeline operations, and gas lost as a result of an event of Force Majeure, the ownership of which cannot be reasonably identified.
- l) The term "L&U Adjustment Quantity" or "L&U Quantity" shall mean the result of Receipt Quantity multiplied by L&U Percent.
- m) The term "Mcf" shall mean 1,000 cubic feet of gas determined in accordance with the measurement base described in Paragraph 7 hereof.

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- n) The term "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first day of a calendar month and ending at the same hour on the first day of the next succeeding month. N
 - o) The term "Receipt Location" shall mean the location where Transporter assumes custody of Gas from third party pipeline.
 - p) The term "Receipt Quantity" shall mean the quantity, in Dk, of Gas received onto system from third party pipeline at Receipt Location.
 - q) The term "Scheduled Imbalance" shall mean Gas nominated by Shipper to clear imbalance as described in Paragraph 10.
 - r) The term "SDPUC" shall mean the South Dakota Public Utilities Commission or any commission, agency or other state governmental body succeeding to the powers of such commission.
 - s) The term "Shipper" shall mean entity receiving transportation service.
 - t) The term "Transporter" shall mean South Dakota Intrastate Pipeline Company.
 - u) The term "System" shall mean the pipeline and related pipeline facilities at the time owned by Transporter. N
2. Quality Standards of Gas Received by Transporter. Transporter 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: L/T
L
L
L
- a) The gas shall not contain sand, dust, gums, crude oil, impurities or other objectionable substances at a level which may be injurious to pipelines or may interfere with the transmission of gas. L
L
L

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| 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 Transporter as, without treatment by Transporter, may be compatible with the operating conditions of Transporter's pipeline. | L
L
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L/T
L |
| c) | The gas shall not contain more than 0.3 grains of hydrogen sulphide per 100 cubic feet. | L
L |
| d) | The gas shall not contain more than 2 grains of total sulphur per 100 cubic feet. | L |
| e) | The gas shall contain not more than three-tenths grains of mercaptan sulphur per 100 cubic feet, or such higher content as, in Transporter's judgement, would result in deliveries by Transporter to Shippers of Gas containing more than three-tenths grains of mercaptan sulphur per 100 cubic feet. | L
L/T
L/T
L |
| f) | The gas shall not contain more than two percent by volume of carbon dioxide. | L |
| g) | The gas shall not have a water vapor content in excess of four pounds per thousand Mcf, unless Shipper delivers gas to Transporter at a higher water vapor content. | L
L/T
L |
| 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. | L
L
L |
| i) | The gas shall have a gross heating value of not less than 967 Btu per cubic foot. | L |

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| 3. | <u>Quality Tests.</u> At the Receipt Locations, Transporter 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 two of this section. Such tests shall be made at such intervals as Transporter may deem reasonable, and at other times, but not more often than once per day, at the request of Shippers. | L/T
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L
L/T
L/T |
| 4. | <u>Failure to Conform.</u> If gas delivered by Shipper does not comply with the quality specifications set out in paragraph two of this section hereof, Transporter shall have the right, in addition to all other remedies available to it by law, to refuse to accept any such gas. Transporter may, at its option and upon notice to Shippers, accept receipt of gas not complying with the quality specifications set out in paragraph two of this section herein provided. Transporter, at the expense of Shippers, may make all changes necessary to bring such gas into compliance with such specifications. No refusal to accept gas in accordance with this paragraph four shall reduce Shipper's minimum quantity obligations. | L/T
L/T
L
L/T
L/T
L/T
L
L/T
L |
| 5. | <u>Quality Standards of Gas Transported By Transporter.</u> Transporter shall use reasonable diligence to deliver gas for Shippers which shall meet the quality specifications set out in paragraph two 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 Transporter from Shippers except as Transporter may choose to do so pursuant to paragraph four hereof, shall not be required to treat any gas delivered to it by Shippers. | L/T
L/T
L/T
L/T
L/T
L/T |
| 6. | <u>Odorant.</u> Transporter will odorize the gas at the Receipt Point set forth in the Transportation Agreements. Shippers(s) will provide information to Transporter concerning the gas odorization level necessary to provide the acceptable odorant levels to Shipper(s). | L/T
L/T
L
L/T |
| 7. | <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. | L
L
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8. Measurement Unit for Billing Purposes. The measurement unit for billing purposes shall be in Dk. T
9. Billing. Transporter will bill each Shipper on a monthly basis. Shipper shall have the right to examine, at reasonable times, books, records, and charts of Transporter to the extent necessary to verify the accuracy of any statement, charge, or computation. T
T
10. Nominations. Shipper shall request the receipt and delivery of Gas, by Transporter, through mutually agreeable means, in advance of each Gas Day. Each nomination should include the following information: N
- Shipper Name
 - Applicable Gas Day(s)
 - Receipt Location
 - Delivery Location
 - Receipt Quantity
 - L&U Adjustment Quantity
 - Final Delivery Quantity – which shall be the Receipt Quantity minus L&U Adjustment Quantity

If necessary, Transporter may curtail Shipper receipt pursuant to Paragraph 12 – Interruption Procedure. Transporter will determine and communicate all details of such curtailment events at least sixteen (16) hours in advance of the Gas Day, whereby allowing Shippers the opportunity to modify nominations and notify end-use customers of Gas availability.

11. Operating Tolerances. It is recognized that the parties will be unable to control exactly the quantities of gas delivered and accepted on any day, and that the actual quantities received by Transporter may vary above or below the actual quantities delivered on any day. Such variations shall be considered imbalances, shall be kept to the minimum permitted by operating conditions, and shall be balanced as soon as practicable, but unless otherwise agreed by Shipper and Transporter. When necessitated by adverse operating conditions, and to the extent necessary to alleviate such conditions, Transporter may require Shipper to provide or take delivery of gas to rectify an N

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imbalance. Transporter may allow a greater variation, and/or may adjust receipts or deliveries of gas hereunder, if it determines that it can do so to achieve elimination of previous imbalances, through use of Scheduled Imbalance without adverse effect on Transporter's operations or its ability to meet all its other obligations, including lower priority service; provided, however, Transporter shall have the right to adjust flows to Shipper to keep actual flows within Allowable Daily Variation if Transporter deems such action necessary to protect the operational integrity to be delivery by email) as promptly as feasible if Transporter is unable to allow a variation as described in this section. Waiver of the Allowable Daily Variation by Transporter pursuant to this Section shall be done on a not unduly discriminatory basis. If a monthly allocation statement provided by Transporter to Shipper shows an imbalance owed to or by Transporter as of the end of the prior month, the parties shall adjust the receipts and deliveries of gas as soon as practicable, and without limitation to Transporter's rights set forth above, to balance any excess or delivery in order for Shipper to receive necessary quantities.

12. Interruption Procedure. Upon review of nominations and with consideration of present operating conditions, Transporter shall determine if enough transportation capacity is available to support nominations.

Priority of Service is established as the reverse order in which Shippers will be curtailed:

- i. Priority 3 represents the lowest priority of service and will experience curtailments prior to other priority levels. This priority applies to Scheduled Imbalance.
- ii. Priority 2 represents the second lowest priority of service and will experience curtailments after priority 3 has been curtailed to 0% of nominations. This priority applies to Interruptible Transportation Service.
- iii. Priority 1 represents the highest priority of service and will not experience curtailments except in cases of Force Majeure. This priority applies to Firm Transportation Service.

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| 13. <u>Operational Notices.</u> Transporter shall initiate and maintain communication with all Shippers regarding changes in operating conditions that may result in a decrease in Transporter's ability to transport Gas. These operating conditions include, but are not limited to scheduled or unscheduled maintenance, and nominations exceeding transportation capacity. | N
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N
N
N |
| 14. <u>Penalty for Failure to Curtail or Interrupt.</u> If Shipper fails to curtail or interrupt its use of Gas when requested to do so, Shipper shall be billed at \$50 per Dk of gas in excess of the volume of gas to which Shipper was requested to curtail or interrupt. Ninety-percent of the revenues received by Transporter under this penalty provision shall be credit to Firm Transportation Service Shipper monthly. Transporter, in its sole discretion, may shut off end-use customers' supply of gas in the event of end-use customers' failure to curtail or interrupt use of gas when requested to do so. | T
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T |
| 15. <u>Force Majeure.</u> If by reason of force majeure Transporter is rendered unable, wholly or in part, to carry out its transportation obligations, and if Transporter gives notice and reasonable particulars of such force majeure in writing or by facsimile or telephone to Shipper as soon as possible after the occurrence of the cause relied on, Transporter shall not be liable in damages during the continuance of any inability to transport Gas. Such causes or contingencies affecting the performance by Transporter 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. | T
T

T

T |
| 16. <u>Lost & Unaccounted For Adjustment.</u> Transporter shall establish an L&U Percent on an annual basis to be filed with and approved by SDPUC and effective each January 1. The percentage adjustment shall be used to determine the Final Delivery Quantity as described in Paragraph 10. The L&U Percent is initially established at 1.34%. | N
N
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N |
| 17. <u>Responsibility for Gas.</u> Shipper shall be in exclusive control and possession of Gas until such has been delivered to Transporter at Receipt Location and after such Gas has been | N
N |

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redelivered to Delivery Locations by Transporter. Transporter shall be in exclusive control and possession of such gas while same is in System. The party which shall be in exclusive control and possession of such gas shall be responsible for all injury or damage caused thereby.

N
N
N
N

18. Hourly Variation. Deliveries shall be made at uniform hourly rates to the extent practicable. Transporter's obligation to deliver shall not exceed 1/16th of Shipper's nominated Delivery Quantity.

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Sample Forms

Firm Transportation Service Shipper Invoice Form:

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

INVOICE

BILL TO

**INVOICE #
DATE
DUE DATE**

ACTIVITY	QTY	RATE	AMOUNT
Natural Gas Transportation			
Flat Monthly Fee			
Revenue Credit			

Remittance information
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.

A service charge of 1.5% will accrue on invoices paid after due date.

BALANCE DUE

Please call Lisa Murphy at 469-984-1077 with any questions.

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Interruptible Transportation Service Shipper Invoice Form:

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

INVOICE

BILL TO

INVOICE # _____
DATE _____
DUE DATE _____
TERMS _____

ACTIVITY	QTY	RATE	AMOUNT
Natural Gas Interruptible Transportation			

Remittance information
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.

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Ancillary Charge Invoice Form:

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

INVOICE

BILL TO

INVOICE #
DATE
DUE DATE
TERMS

ACTIVITY	QTY	RATE	AMOUNT
Ancillary Charge			

Remittance information
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.

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TARIFF SCHEDULES
Applicable to
Natural Gas Transportation Service

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