

CLASS OF SERVICE: Commercial and Industrial **Rate No. 84**
RATE DESIGNATION: Firm Sales Service

1. **Applicability**
This rate is available for firm gas volumes, to commercial and industrial Customers whose maximum requirements for natural gas are greater than 200 therms per day, and who may also require volumes of interruptible gas in excess of firm demand volumes. If no historical peak day usage is available, the name plate input ratings of all gas burning equipment shall be used to determine a Customer's maximum requirement. T

 2. **Territory**
The area served with natural gas by the Company in South Dakota. T

 3. **Rates**
Customer may choose the rate option, and level of daily demand (never less than 50 therms), which best fits the Customer's needs. T
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| <u>Monthly Charges:</u> | <u>Option A</u> | <u>Option B</u> | |
| <i>Customer Charge</i> per Meter: | \$ <u>120.00</u> | \$ <u>320.00</u> | |
| <i>Non-Gas Commodity Charge</i> , all use, per therm: | \$ <u>0.0832</u> | \$ <u>0.0438</u> | |
| <i>Demand Charge</i> per therm of daily firm demand as shown on Sheet No. 9a. | | | T |
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CLASS OF SERVICE: Commercial and Industrial **Rate No. 86**
RATE DESIGNATION: Contract Sales Service

1. Applicability

This rate is available for gas volumes, on a contract basis, to commercial and industrial Customers, including governmental entities. If no historical peak day usage is available, the nameplate input ratings of all gas burning equipment shall be used to determine a Customer's maximum requirement.

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2. Availability

This service is available to commercial and industrial Customers, including governmental entities, with facilities served by the Company in South Dakota, with primarily space heating requirements, or grain dryers. This service is available on a firm or interruptible basis.

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3. Rates

Customer may choose the rate option, and level of daily contract demand (never less than 50 therms), which best fits the Customer's needs.

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Monthly Charges:

Customer Charge per Meter:

Option A

Option B

\$150.00

\$370.00

Non-Gas Commodity Charge, all use, per therm:

\$0.0832

\$0.0438

Demand Charge per therm of daily contract demand as shown on Sheet No. 9a, as applicable to firm service Customers, never less than 50 therms.

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Released Capacity and Balancing Services Surcharge:

For all therms taken during a month in excess of the product of the daily contract demand times the number of days in the billing period an additional per therm released capacity and balancing service surcharge shown on Sheet No. 9b shall be assessed. Such surcharges collected will be credited to expense in the Company's Adjustment Clause filings.

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One-Time Charges:

Application Charge: \$50.00 with each request for service.

Telemetry (as required by Paragraph 12 on Sheet No. 5.4): Standard cost of telemetry, installation and hardware, including appropriate tax gross-up. Standard costs shall reflect actual costs and Customers will be charged on a nondiscriminatory basis.

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CLASS OF SERVICE: Commercial and Industrial **Rate No. 86**

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(Con't.)

4. Curtailment of Service

Service which is rendered under this rate schedule shall be subject to curtailment by the Company in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 5, Sheet No. 5.2. The Customer shall, as directed, curtail the use of natural gas in excess of firm contracted volumes upon two (2) hours notice by the Company, unless the notification is waived by the Customer. All unauthorized gas in excess of Contract Demand so used shall be "Penalty Gas" and be paid by the Customer at a rate which is the greater of \$3.00 per therm or the maximum penalty charges permitted to be made by the Company's upstream service providers for takes of natural gas in excess of authorized limitations, in addition to the regular Commodity Charge for such gas. All Penalty Gas costs collected will be credited to expense in the Company's Adjustment Clause filings. T

5. Fixed Price Gas Contracting Period T

The fixed price gas contracting period will be November 1 – October 15 for the following November – April winter period. Grain Dryer Customers will be allowed to contract their October – December gas supply. Fixed price gas contracts will be offered at least three different times, at the Company's Gas Supply Department's discretion before the close of the gas contracting period. During such offering periods, the Company will designate the price at which gas can be obtained for the following winter or grain drying period, and a Customer may choose to contract for such price. T

A non-grain dryer Customer that does not contract its fixed price gas supply for two consecutive winters will be removed from Rate No. 86 and will be served under another applicable retail rate. Customer will be removed from Rate No. 86 and returned to the applicable retail rate beginning November 1. Customer will remain on such retail rate for a minimum of 12 months. Customer must submit a new Service Request Form pursuant to Section No. 12 to return to Rate No. 86. T

6. True-Up Mechanism

The true-up for Rate No. 86 Customers will be included in the standard retail rate true-up. Grain Dryer Customers' gas purchases will not contribute to the over/under true-up as they will be cashed out daily. The pricing of the cash out will be as defined in the Customer Balancing section of Rate No. 87, Paragraph 2 of Section No. 3, Sheet No. 6.4. N
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7. Other Provisions

Service will be furnished under the Company's General Terms and Conditions, as set forth in Section No. 5.

CLASS OF SERVICE: Commercial and Industrial Rate No. 86
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(Con't.)

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| 8. | Contract: Customer shall execute a written Service Request Form found in Section No. 6, Sheet No. 13. . | T
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| 9. | Minimum Term: The minimum term of the Service Request Form shall be one year. Should the Company file tariff changes or be ordered by the Commission to change this tariff, Company will, at Customer's request, waive the one year minimum term and six month's notice of termination requirements. | T |
| 10. | Filing: Service will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation. | T |
| 11. | Metering: In order to utilize the services provided under this Tariff, automatic metering equipment is required for all Customers with grain dryers. All costs related to telemetering and any other facilities constructed or installed to provide any Service will be charged to the Customer but will remain the property of Company. The Customer will be required to provide telephone or other interfaces agreed to by the Company and electric connections, if necessary, to the meter and provide access to the Company for maintaining and operating such equipment. | T
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| 12. | Request for Service: | |
| | (a) Requests for service under this Rate No. 86 must be made by filing with the Company the information required on the form entitled "Service Request Form," which is found in Section No. 6, Sheet No. 13. | T
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| | (b) Service under this Rate No. 86 will begin on the first of the month following a date which is thirty (30) days after the Service Request Form, and all additional information has been received by the Company. | T |

CLASS OF SERVICE: Commercial and Industrial Rate No. 86

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(Con't)

- 13. Successors and Assigns:** Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under a Contract. No other assignment of a Contract or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld.

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ADJUSTMENT CLAUSE

- (1) The commodity charge shall be increased or decreased by an adjustment amount per therm equal to the difference between the delivered cost of natural gas, ad valorem taxes paid and Commission approved fuel incentives pursuant to SDCL 49-34A-25 (“qualified costs”) per therm of sales or throughput, or designated portions thereof as identified herein, and the base cost per therm included in applicable standard base rates, if any.

- (2) Qualified costs include:
 - (I) Delivered cost of energy:
 - (a) The cost of natural gas delivered to the distribution system including all costs incurred in procuring gas supply upstream of the Company’s distribution facilities including, but not limited to, gas commodity cost, balancing, transportation, supply management fees, storage costs and peaking services, etc.

 - (b) Any refund, including interest thereon, received by the Company from a pipeline transporter of charges paid and applicable to natural gas purchased for resale shall be refunded to the Customer as a reduction in billings over the succeeding twelve month period or other period determined appropriate. However, in a case where a refund exceeds \$500,000, the Company shall file a refund for Commission review and approval. T

 - (c) Net revenues collected from settlement of transportation imbalances, over/under delivery charges for imbalances, additional charges collected for imbalances, transportation fuel retention, Rate Nos. 84, 85 and 86 penalties and surcharges, charges for daily balancing service, and any other similar recovery of gas supply related costs will be credited to actual cost incurred. In addition, the Company will credit actual cost incurred for all recoveries of Gas Demand under Rate Nos. 84, 85, 86 and 87, and Commodity Charges under Rate Nos. 84, 85, 86 and 87, shown on Sheet Nos. 9a and 9b. Resulting under or over cost recoveries will be spread to Rate Nos. 81 and 82 sales over the last twelve months of the first thirteen month period following the incurrence of the cost recovery variance through re-entry in the Adjustment Clause calculation in the second month following the incurrence of the cost recovery variance. T

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Contracts With Deviations (continued)

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| <p>12. NuGen Ethanol, LLC – Marion
 Execution – 02/14/2023
 Expiration – 02/28/2028 or as described in agreement.</p> | |
| <p>13. Ag Processing Inc a cooperative - Aberdeen
 Execution – 08/25/2017
 Expiration – 10/01/2029 or as described in agreement.</p> | |
| <p>14. Valley Queen Cheese Factory Inc - Milbank
 Execution – 04/11/2018 (Firm Agreement)
 Expiration – 04/01/2027 or as described in agreement.</p> <p style="margin-left: 40px;">Execution – 08/01/2023 (Interruptible Agreement)
 Expiration – Described in agreement.</p> | |
| <p>15. Dan & Jerry’s Greenhouse - Madison
 Execution – 06/01/2019
 Expiration – Described in agreement.</p> | <p>D
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| <p>16. Rustic Acres Hutterian Bretheran, Inc. - Madison
 Execution – 05/08/2020
 Expiration – Described in agreement.</p> | <p>T</p> |
| <p>17. Crystal Springs Feeds, LLC. - Bryant
 Execution – 06/10/2021
 Expiration – Described in agreement.</p> | <p>T</p> |
| <p>18. Brightmark Full Circle RNG, LLC. - Parker
 Execution – 08/25/2021
 Expiration – Described in agreement.</p> | <p>T</p> |
| <p>19. Brightmark Mill Valley RNG, LLC. - Milbank
 Execution – 08/25/2021
 Expiration – Described in agreement.</p> | <p>T</p> |
| <p>20. Ben Crick Dryer - Menno
 Execution – 09/15/2021 and as amended on 01/03/2022
 Expiration – Described in agreement.</p> | <p>T</p> |

Contracts With Deviations (continued)

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| 21. CE bp Renew Dynamic CO II, LLC. - Brookings
Execution – 06/02/2022 and as amended on 07/06/2022
Expiration – Described in agreement. | T |
| 22. L.G. Everist, Inc.- Harrisburg
Execution – 11/09/2022 and as amended and restated on 5/31/2024
Expiration – Described in agreement. | T |
| 23. Brookings Biogas, LLC - Estelline
Execution – 01/10/2023
Expiration – Described in agreement. | T |
| 24. Hamlin RNG, LLC – Bryant
Execution – 01/13/2023
Expiration – Described in agreement. | T |
| 25. Dakota Protein Solutions, LLC - Freeman
Execution – 11/18/2022
Expiration – Described in agreement. | T |
| 26. Schneck Farms Inc. - Milbank
Execution – 02/03/2023
Expiration – Described in agreement. | T |
| 27. Clark 2 RNG LLC. - Bryant
Execution – 03/28/2023
Expiration – Described in agreement. | T |
| 28. Global Biogas LLC. - Estelline
Execution – 08/11/2023
Expiration – Described in agreement. | T |
| 29. Hammink Biogas LLC. - Bruce
Execution – 08/11/2023
Expiration – Described in agreement. | T |
| 30. Northern Sky Biogas LLC. - Bruce
Execution – 08/11/2023
Expiration – Described in agreement. | T |
| 31. Brightmark Full Circle RNG LLC. - Parker
Execution – 08/18/2023
Expiration – Described in agreement. | T |

Contracts With Deviations (continued)

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| 32. Five Shot RNG, LLC – Hudson
Execution – 06/1/2024
Expiration – Described in agreement. | T |
| 33. Moccasin Creek RNG, LLC – Warner
Execution – 06/1/2024
Expiration – Described in agreement. | T |
| 34. Clark RNG, LLC – Raymond
Execution – 09/12/2024
Expiration – Described in agreement. | T |

{var id=NOTICEDATE}

{var id=CUSTNAME}
{var id=ACCTADDR1}
{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 {var id=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

Please call our Contact Center at **1-800-245-6977** for assistance.

Customer Service representatives are available Monday – Friday, 7:00am. – 6:00pm. or you can stop by one of our convenient walk-in offices. Visit NorthWesternEnergy.com for office hours in your area.

Residential disconnection may be postponed for one thirty-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 and are unable to resolve with the utility pay the undisputed portion of the bill and contact the South Dakota Public Utilities Commission by calling 1-800-332-1782 or by writing 500 East Capital, Pierre SD 57501 to discuss the disputed amount.

Sincerely,

NorthWestern Energy
Customer Care Department
1-800-245-6977

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**NorthWestern Energy - South Dakota
Service Request Form**

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This form shall constitute the Customer's Agreement to the terms of the Gas Sales Service Tariff, Rate No. 86. The Company shall have the right to file for, and seek approval by the South Dakota Public Utilities Commission of, changes in rates, charges or other tariff provisions applicable to service hereunder and to place such changes in effect in accordance with applicable law; and this Agreement shall be deemed to have been amended to include such changes and any other changes which become effective by operation of law or by order of any governmental body with jurisdiction.

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This Agreement shall become effective as of _____, and shall be in effect for a primary term of one year from such date, and from year to year thereafter, unless and until terminated by either party upon six (6) months' written notice.

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Customer Name: _____ **Account Number:** _____

Customer Address - Gas Delivery Point: _____

Customer Email Address - Notices: _____

Customer Address - Invoices: _____

Customer Contact: _____ **Title:** _____

Phone: _____ **Fax:** _____

Receipt Point (NWE TBS): _____ **Meter Number(s):** _____

Daily Contract Demand: Therms/Day _____

IN WITNESS WHEREOF, the Parties hereto have executed this Service Request Form as of the day and year set forth below.

Company
NorthWestern Energy

Customer

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**Fixed Price Gas Contract for
Purchase and Delivery of Natural Gas to _____**

1. Agreement and Service:

This Agreement is made and entered this ____ day of _____, to be effective _____ by and between NorthWestern Energy, a South Dakota corporation, hereinafter referred to as "Company", and _____, hereinafter referred to as "Customer." Company will provide a natural gas supply and management service providing for the purchase and delivery of fixed price natural gas volumes as agreed to by Customer.

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2. Quantity of Natural Gas:

Company will agree to sell and supply natural gas at the existing interconnection between the facilities of Company and the Customer. Customer agrees to purchase and receive at this point from Company natural gas supplies. Customer elects to purchase fixed base load gas quantity per month from Company as set forth in Appendix A. The monthly volume commitment is based on the Customer's average consumption over the previous three years. Adjustments will be allowed for material changes in the nature of the Customer's business. Company will provide swing load gas quantity for actual gas usage above the base load quantity shown in Appendix A.

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3. Commodity Charge - Gas Supply:

a. Fixed Rate: The fixed rate for the months shown in Appendix A is established at _____ including the gross up for applicable fuel rates for all pipeline and distribution systems utilized in delivery of Customer's supply. Swing gas supply for consumption beyond the contracted average will be available at this price as well.

b. Index Rate: For any months that Customer is not purchasing fixed-price base load gas, as shown in Appendix A, all gas purchases will be priced at the monthly Ventura/Demarcation index price.

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4. Term:

The term of this Agreement will be from _____ through _____

5. Terms of Payment:

Bills are due upon receipt and are delinquent per the General Terms and Conditions of N Company's South Dakota Gas Rate Schedule.

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APPENDIX A

Dated: _____

Fixed Price Gas Contract for Purchase and Delivery of Natural Gas to Customer.

Company and Customer agree to the following volumes:

<u>Month</u>	<u>3-Year</u> <u>Average Therms</u>
October *	
November	
December	
January	
February	
March	
April	

* October Contracts are allowed for grain dryers only.

Customer: _____ **Company:** NorthWestern Energy

By: _____ By: _____

Title: _____ Title: _____