**NEBRASKA PUBLIC SERVICE COMMISSION**
**NATURAL GAS RATE SCHEDULE**
**for**
**NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY**

**Section No. 1**
**3rd Revised Sheet No. 1**
**Canceling 2nd Revised Sheet No. 1**

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**NEBRASKA PUBLIC SERVICE COMMISSION**
**NATURAL GAS RATE SCHEDULE**
**for**
**NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY**

**Section No. 2**
**2nd Revised Sheet No. 1**
**Canceling 1st Revised Sheet No. 1**

## PRELIMINARY STATEMENT

TERRITORY SERVED

Northwestern Energy ("Company") provides natural gas service at retail to customers in the following communities and their immediate environs in the State of Nebraska (all of which are included in single rate area shown on the map on Sheet 2):

Alda
Grand Island
Kearney
North Platte

TYPES AND CLASSES OF SERVICE

The type of service shall be retail natural gas service in one of the following classes:

1. Residential Gas Service Sales (Rate 91)
2. General Gas Service, Firm Sales (Rate 92)
3. Commercial and Industrial, Firm Sales (Rate 94)
4. Commercial and Industrial, Interruptible Sales (Irrigation & Standard) (Rate 93 & 95)
5. Transportation Service – Interruptible (Rate 97)
6. Transportation Service – Large Customer (Rate 99)

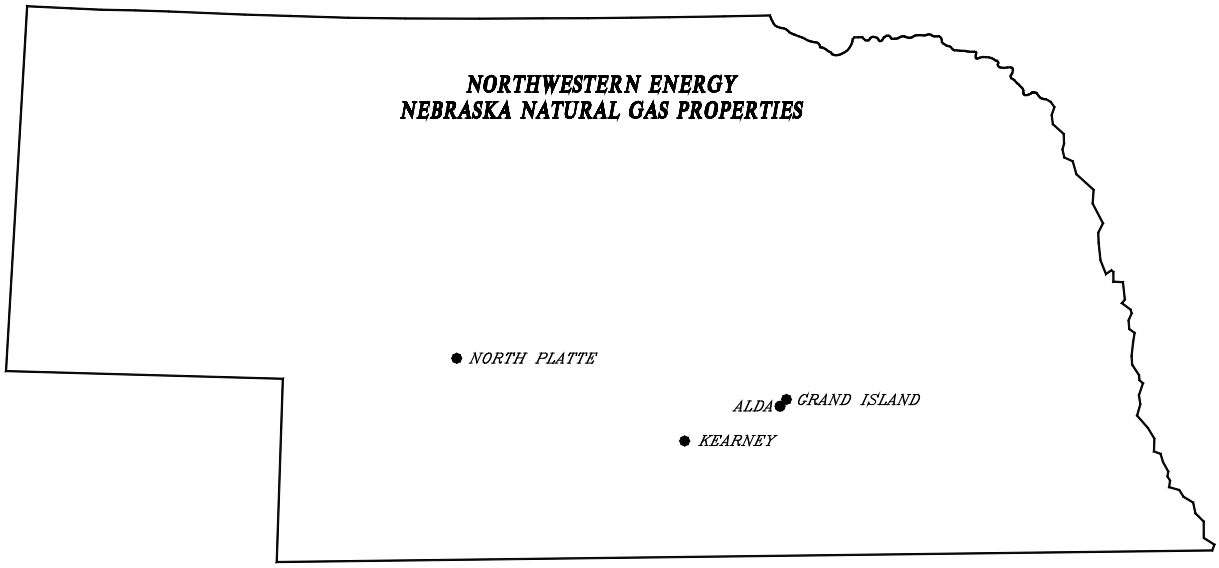
All service is furnished under the provisions of the Company's General Terms and Conditions set forth in Section No. 4 of these tariff schedules.



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Section No. 2
Original Sheet No. 2

# NORTHWESTERN ENERGY
# NEBRASKA RATE AREA






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**NEBRASKA PUBLIC SERVICE COMMISSION**
**NATURAL GAS RATE SCHEDULE**
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**NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY**

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**Section No. 3**
**2nd Revised Sheet No. 1**
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**CLASS OF SERVICE:** **Residential Gas Service** **Rate No. 91**
**RATE DESIGNATION:** **Firm Sales**

**1. Applicability**

This rate is available to domestic customers whose maximum requirements for natural gas are not more than 200 therms per day. The nameplate input ratings of all gas burning equipment shall be used to determine a customer's maximum requirements, based on 10 hours use per day.

**2. Territory**

The area served with natural gas by the Company in Nebraska.

**3. Rates**

Monthly Charges:

| | |
|---|---|
| ***Customer Charge*** per Meter: | $ 10.00 |
| ***Non-Gas Commodity Charge:*** | |
| First 30 therms, per therm | $ 0.30645 |
| Over 30 therms, per therm | $ 0.11500 |
| ***Standby Capacity Charge -*** *December through March*: | $ 12.00 |
| ***City Approved Economic Development Surcharge*** | $ 0.00461 |

Minimum Monthly Bill: $ 10.00

Adjustment Clauses:

a. Purchased Gas Cost Adjustment Clause shall apply. (Sheet Nos. 7, 7.1)
b. BTU Adjustment Clause shall apply. (Sheet Nos. 8, 8.1)

**4. Other Provisions**

The Standby Charge is applicable to customers using service pursuant to this schedule as a backup fuel source to an alternately fueled heating system. This charge is not applicable where natural gas service is the primary heating fuel source.

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

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**NATURAL GAS RATE SCHEDULE**
**for**
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**Section No. 3**
**2nd Revised Sheet No. 2**
**Canceling 1st Revised Sheet No. 2**

**CLASS OF SERVICE:** **General Gas Service** **Rate No. 92**
**RATE DESIGNATION:** **Firm Sales**

**1. Applicability**

This rate is available to non-residential customers whose maximum requirements for natural gas are not more than 200 therms per day. 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 requirements.

**2. Territory**

The area served with natural gas by the Company in Nebraska.

**3. Rates**

Monthly Charges:

| | |
|---|---|
| ***Customer Charge*** per Meter: | $ 11.00 |
| ***Non-Gas Commodity Charge:*** | |
| First 400 therms, per therm | $ 0.16018 |
| Next 1,600 therms, per therm | $ 0.07643 |
| Over 2,000 therms, per therm | $ 0.04483 |
| ***Standby Capacity Charge -*** *December through March*: | $ 37.00 |
| ***City Approved Economic Development Surcharge*** | $ 0.00461 |

Minimum Monthly Bill: $ 11.00

Adjustment Clauses:

a. Purchased Gas Cost Adjustment Clause shall apply. (Sheet Nos. 7, 7.1)
b. BTU Adjustment Clause shall apply. (Sheet Nos. 8, 8.1)

**4. Other Provisions**

The Standby Charge is applicable to customers using service pursuant to this schedule as a backup fuel source to an alternately fueled heating system. This charge is not applicable where natural gas service is the primary heating fuel source.

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

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**Section No. 3**
**3rd Revised Sheet No. 3**
**Canceling 2nd Revised Sheet No. 3**

**CLASS OF SERVICE: Commercial and Industrial** **Rate No. 94**
**RATE DESIGNATION: Firm Sales**

**1. Applicability**

This rate is available for firm gas volumes, to commercial and industrial customers who may also require volumes of interruptible gas in excess of firm daily demand volumes .

**2. Territory**

The area served with natural gas by the Company in Nebraska.

**3. Rates**

Monthly Charges:

| | |
|---|---|
| ***Customer Charge*** per Meter: | $ 100.00 |
| **Non-Gas Commodity Charge:** | |
| All use, per therm | $ 0.07683 |
| ***City Approved Economic Development Surcharge*** | $ 0.00461 |

Minimum Monthly Bill - Amount for therms of demand billed and the customer charge

Adjustment Clauses:

a. Purchased Gas Cost Adjustment Clause shall apply. (Sheet Nos. 7, 7.1)
b. BTU Adjustment Clause shall apply. (Sheet Nos. 8, 8.1)

**4. Penalty Provision**

If the customer takes unauthorized gas during the periods of curtailment, a penalty of $3.00 per therm shall be paid to the Company in addition to the commodity rate specified herein. In addition, the new daily use may then become the daily firm demand in place of the previous demand determined by the customer and cannot be reduced by the customer for a period of twelve months.

**5. Other Provisions**

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

1. Daily firm demand shall be assigned by the Company based on 1) a 24 hour cold day read or 2) if a 24 hour cold day read is not available, the daily average of the customer's highest usage month, or 3) in the instance of a customer new to the system, the firm demand will be established based on an agreed upon connected load between the Company and the customer, and will be updated with items 1) or 2) as the information becomes available.

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**Section No. 3**
**2nd Revised Sheet No. 4**
**Canceling 1st Revised Sheet No. 4**

**CLASS OF SERVICE: Commercial and Industrial – Interruptible** **Rate Nos. 93 & 95**
**Irrigation Service - 93**
**Standard Service - 95**

**1. Applicability**

Gas service under this rate schedule is available on an interruptible basis to any customer for commercial and industrial or irrigation purposes, provided that the customer's premises are adjacent to the Company's mains and that the capacity of the Company's system and the supply of gas available to it from its supplier is in excess of the requirements of its existing customers.

**2. Territory**

The area served with natural gas by the Company in Nebraska.

**3. Rates**

Monthly Charges:

| | |
|---|---|
| ***Customer Charge*** per Meter: | |
| Irrigation Service – 93 | $ 0.00 |
| Standard Service – 95 | $ 100.00 |
| ***Non-Gas Commodity Charge all use, per therm:*** | |
| Irrigation Service – 93 | $ 0.11857 |
| Standard Service - 95 | $ 0.07683 |
| ***City Approved Economic Development Surcharge*** | $ 0.00461 |

Minimum Monthly Bill:

| | |
|---|---|
| Irrigation Service – 93 | $ 0.00 |
| Standard Service – 95 | $ 100.00 |

Adjustment Clauses:

a. Gas Cost Adjustment Clause shall apply. (Sheet Nos. 7, 7.1)
b. BTU Adjustment Clause shall apply. (Sheet Nos. 8, 8.1)

**4. Procedure For Curtailment Of Service**

Service rendered under this rate schedule shall be subject to curtailment by the Company in accordance with the priority guidelines as established by the Federal Regulatory Commission.

**5. Penalty Provision**

If Customer fails to comply with Company's request to curtail the use of gas, then all unauthorized gas so used shall be "Penalty Gas" and be paid for by the Customer at a rate based on the maximum penalty charges permitted to be made by the Company's supplier for takes of natural gas, in addition to the regular commodity charge for such gas.

(continued)

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Section No. 3
1st Revised Sheet No. 4.1
Canceling Original Sheet No. 4.1

**CLASS OF SERVICE: Commercial and Industrial – Interruptible**

**Rate Nos. 93 & 95**
**Irrigation Service – 93**
**Standard Service - 95**

(continued)

**6. Other Provisions**

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



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**Section No. 3**
**2nd Revised Sheet No. 5**
**Canceling 1st Revised Sheet No. 5**

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**Section No. 3**
**2nd Revised Sheet No. 5.1**
**Canceling 1st Revised Sheet No. 5.1**

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**NEBRASKA PUBLIC SERVICE COMMISSION**
**NATURAL GAS RATE SCHEDULE**
**for**
**NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION d/b/a NORTHWESTERN ENERGY**

**Section No. 3**
**2nd Revised Sheet No. 6**
**Canceling 1st Revised Sheet No. 6**

**CLASS OF SERVICE: Interruptible Transportation Service** **RATE No. 97**

APPLICABILITY

This schedule is available to interruptible customers who have requirements less than 500 therms per day and who have made arrangements to have natural gas other than the Company's normal pipeline supply delivered to a Company town border station.

TERRITORY

The area served with natural gas by the Company in Nebraska.

RATE

Customer charge per month $ 150.00

Negotiated Rate Not to Exceed the Non-Gas Transportation Rate (Rate 94) $0.0.07683

***City Approved Economic Development Surcharge(per customer)*** $ 21.07
*(Includes Kearney, North Platte and Grand Island. Alda is excluded.)*

Minimum Charge Customer Charge

Adjustment Clauses
a. BTU Adjustment Clause shall apply (Sheet Nos. 8, 8.1).

OTHER PROVISIONS

1. The customer shall sign a Transportation Service Agreement, which shall include the following:

   a. The customer shall, as directed, curtail or discontinue the use of natural gas upon two (2) hours notice by the Company;

   b. The customer shall provide and maintain suitable and adequate standby facilities and have, at all times, adequate standby fuel to maintain continuous plant operation during periods of curtailment in the delivery of natural gas hereunder;

(continued)

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**2nd Revised Sheet No. 6.1**
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**CLASS OF SERVICE: Interruptible Transportation Service** **RATE No. 97**

(continued)

2. The service provided under this schedule shall be curtailed prior to any other retail customers when curtailments become necessary.

3. The customer shall be responsible for any imbalance or other charges or penalties in the event such charges are levied against the Company by pipeline transporters in connection with loads transported pursuant to this tariff schedule.

4. Failure of the customer to comply with a Company order to curtail or discontinue the use of gas shall be good and sufficient reason for the Company to shut off the natural gas supply to the customer, and the Company shall not be liable to the customer in any way, whatsoever as the result of such action.

5. If the customer takes unauthorized gas during the periods of curtailment, the customer will be charged a penalty rate which is the greater of $3.00 per therm or the maximum penalty charge permitted to be made by the Company's upstream service providers for takes of natural gas in addition to the regular Commodity Charge for such gas. Such penalty payments shall not preclude the Company from shutting off the natural gas supply pursuant to paragraph 4 above.

6. Rates applicable to service taken pursuant to this tariff schedule are subject to change as of the effective date of the non-gas cost base changes applicable to Rate No. 94 as approved by the regulatory authority.

7. Telemetering Requirement. Customers on this rate will be required to have Company installed telemetric equipment as required in section 4 sheet 18.

8. Other than as modified in this tariff sheet, service will be furnished under the Company's General Terms and Conditions.

9. For the period September 8, 2021 through May 31, 2023, all customers transferring from retail rates 92, 94 or 95 to transport service will be required to pay a surcharge for the recovery of the Purchased Gas Costs (PGA) accumulated during the February 13-18, 2021 cold weather event. The cold weather event costs are included with each PGA filing and this surcharge rate will be updated to coincide with that filing.



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**Section No. 3**
**1st Revised Sheet No. 6.5**
**Canceling Original Sheet No. 6.5**

**CLASS OF SERVICE: Large Customer Transportation Service** **RATE No. 99**

APPLICABILITY

This schedule is available to firm or interruptible customers who have annual average requirements greater than 500 therms per day and who have made arrangements to have natural gas other than the Company's normal pipeline supply (rates 91, 92, 94 and 95) delivered to a Company town border station.

TERRITORY

The area served with natural gas by the Company in Nebraska.

RATE

***Customer charge*** per month – negotiated rate not to exceed* $ 350.00

***Non-Gas Transportation Rate*** (Rate 94)*
Negotiated Rate Per Therm Not to Exceed ..... $0.07683

***City Approved Economic Development Surcharge(per customer)*** $ 21.07
*(Includes Kearney, North Platte and Grand Island. Alda is excluded.)*

***Construction Surcharge*** – All customers requiring utility construction will be required to pay a surcharge sufficient to recover all related construction and capital costs, including related overhead, allowed return, and applicable federal and state taxes, divided by the contract term divided by projected volumes.

Minimum Charge Customer Charge

*In no event shall the demand charge (if applicable), plus the total of the customer charge and the revenue from the transportation rate, be less than the incremental cost of serving each customer in this class.

Adjustment Clauses
a. BTU Adjustment Clause shall apply (Sheet Nos. 8, 8.1).
b. Purchased Gas Supply (Firm Supply Customers Only)

(continued)

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**1st Revised Sheet No. 6.6**
**Canceling Original Sheet No. 6.6**

**CLASS OF SERVICE: Large Customer Transportation Service** **RATE No. 99**

(continued)

OTHER PROVISIONS

1. The customer shall sign a Transportation Service Agreement, which shall include the following:
   a. The interruptible customer shall, as directed, curtail or discontinue the use of natural gas upon two (2) hours notice by the Company if supplier fails to deliver supply.

2. The interruptible transportation service provided under this schedule shall be curtailed prior to any other firm retail customers when curtailments become necessary.

3. The customer shall be responsible for any imbalance or other charges or penalties in the event such charges are levied against the Company by pipeline transporters in connection with loads transported pursuant to this tariff schedule.

4. Failure of the customer to comply with a Company order to curtail or discontinue the use of gas shall be good and sufficient reason for the Company to shut off the entire natural gas supply to the customer, and the Company shall not be liable to the customer in any way, whatsoever as the result of such action.

5. If the customer takes unauthorized gas during the periods of curtailment, a penalty 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 addition to the regular Commodity Charge for such gas. Such penalty payments shall not preclude the Company from shutting off the entire natural gas supply pursuant to paragraph 4 above.

6. Rates applicable to service taken pursuant to this tariff schedule are subject to change effective as of the effective date of non-gas cost base changes applicable to Rate No. 94 as approved by the regulatory authority.

7. Other than as modified in this tariff sheet, service will be furnished under the Company's General Terms and Conditions.

8. Tele-metering Requirement. Customers on this rate will be required to have Company installed telemetric equipment to monitor daily usage.

9. For the period September 8, 2021 through May 31, 2023, all customers transferring from retail rates 92, 94 or 95 to transport service will be required to pay a surcharge for the recovery of the Purchased Gas Costs (PGA) accumulated during the February 13-18, 2021 cold weather event. The cold weather event costs are included with each PGA filing and this surcharge rate will be updated to coincide with that filing.



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**Section No. 3**
**Original Sheet No. 7**

## Purchased Gas Cost Adjustment Clause

1. If at any time or from time to time, the rate authorized to be charged NorthWestern for any natural gas purchased by it on a firm supply basis for resale in Nebraska shall be increased or decreased (whether or not charged under bond) resulting in an average cost per therm to NorthWestern in excess of or less than the average cost per therm prior to application of such increase or decrease, the charge per therm, including the amount that is included in the minimum bill, for gas supplied in each subsequent billing period (beginning not earlier than the effective date of such increase or decrease) may be increased or shall be decreased accordingly. In addition, gas cost variances resulting from the purchase of non-traditional supplies will be added or deducted from charges set forth in filed rates included herein.

2. For the purposed hereof, the amount of any refund, including interest thereon, if any, received by NorthWestern from its supplier of charges paid and applicable to natural gas purchased on a firm basis in Nebraska shall be refunded to the customer as a reduction in billings over the succeeding twelve month period or other period determined appropriate.

3. Variances in actual gas cost incurred and gas cost recovered through unit sales rates will be measured monthly. Gas supply related costs collected from NorthWestern's Agency Sales Service will be credited to actual gas cost incurred. Resulting under or over cost recoveries will be spread to gas cost component of rates over the succeeding twelve-month period following the filing of any gas cost adjustment. All accrued over or under variances shall be assessed a carrying charge which shall be the overall rate of return allowed by the Rate Area in NorthWestern's last general rate filing.

4. Any increase or decrease in rates because of gas cost adjustment hereinbefore provided for shall become effective immediately upon the filing with the Commission.



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**NEBRASKA PUBLIC SERVICE COMMISSION**
**NATURAL GAS RATE SCHEDULE**
**for**
**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**

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**Section No. 3**
**52nd Revised Sheet No. 7.1**
**Canceling 51st Revised Sheet No. 7.1**

**Purchased Gas Cost Adjustment**

| | **Per Therm Per Month** |
|---|---|
| Rate No. 91 – Residential Gas Service – Firm | |
| Gas Commodity Charge | $0.69512 |
| Rate No. 92 – General Gas Service – Firm | |
| Gas Commodity Charge | $0.69512 |
| Rate No. 93 – Irrigation – Interruptible Sales Service | |
| Gas Commodity Charge | $0.41170 |
| Rate No. 94 – Commercial and Industrial – Firm Sales Service | |
| Gas Demand Charge – Standard Service (all contract therms) | $1.040 |
| Gas Commodity Charge | $0.40170 |
| Rate No. 95 – Commercial & Industrial – Interruptible Sales Service | |
| Gas Commodity Charge | $0.41170 |
| Rate No. 97 – Commercial and Industrial – Firm Sales Service | |
| Fuel Retention Percent Adjustment | 0.00% |

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## BTU Adjustment Clause

Customer metered and billable consumption in therm volumes will be adjusted to the equivalent of 1000 British Thermal Units (BTU) per cubic foot.



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**Section No. 3**
**279th Revised Sheet No. 8.1**
**Canceling 278th Revised Sheet No. 8.1**

## BTU ADJUSTMENT

CLASS OF SERVICE: All Classes

APPLICABILITY:

This adjustment is applicable to metered consumption billable under all retail rates.

| Effective Date | Alda | Grand Island | Kearney | North Platte |
|---|---|---|---|---|
| May 2, 2024 | 1.053 | 1.053 | 1.059 | 1.070 |
| June 2, 2024 | 1.045 | 1.045 | 1.054 | 1.067 |
| July 2, 2024 | 1.045 | 1.045 | 1.054 | 1.068 |
| August 2, 2024 | 1.047 | 1.047 | 1.055 | 1.068 |
| September 2, 2024 | 1.050 | 1.050 | 1.058 | 1.072 |
| October 2. 2024 | 1.043 | 1.043 | 1.050 | 1.068 |
| November 2, 2024 | 1.044 | 1.044 | 1.054 | 1.068 |
| December 2, 2024 | 1.041 | 1.041 | 1.050 | 1.065 |
| January 2, 2025 | 1.044 | 1.044 | 1.056 | 1.069 |
| February 2, 2025 | 1.045 | 1.045 | 1.050 | 1.064 |
| March 2, 2025 | 1.048 | 1.048 | 1.054 | 1.065 |
| April 2, 2025 | 1.042 | 1.042 | 1.047 | 1.062 |
| May 2, 2025 | 1.041 | 1.041 | 1.050 | 1.066 |
| June 2, 2025 | 1.040 | 1.040 | 1.048 | 1.064 |
| July 2, 2025 | 1.044 | 1.044 | 1.053 | 1.067 |
| August 2, 2025 | 1.046 | 1.046 | 1.054 | 1.070 |
| September 2, 2025 | 1.046 | 1.046 | 1.059 | 1.071 |
| October 2, 2025 | 1.050 | 1.050 | 1.057 | 1.069 |
| November 2, 2025 | 1.048 | 1.048 | 1.060 | 1.067 |
| December 2, 2025 | 1.042 | 1.042 | 1.053 | 1.063 |
| January 2, 2026 | 1.045 | 1.045 | 1.057 | 1.066 |
| February 2, 2026 | 1.043 | 1.043 | 1.051 | 1.061 |
| March 2, 2026 | 1.045 | 1.045 | 1.054 | 1.063 |
| April 2, 2026 | 1.040 | 1.040 | 1.047 | 1.058 |
| May 2, 2026 | 1.047 | 1.047 | 1.055 | 1.066 |
| June 2, 2026 | 1.051 | 1.051 | 1.056 | 1.071 |
| July 2, 2026 | 1.054 | 1.054 | 1.062 | 1.074 |
| August 2, 2026 | 1.050 | 1.050 | 1.061 | 1.073 |
| September 2, 2026 | 1.052 | 1.052 | 1.068 | 1.076 |
| October 2, 2026 | 1.088 | 1.088 | 1.092 | 1.093 |
| November 2, 2026 | 1.088 | 1.088 | 1.093 | 1.090 |



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**Section No. 4**
**2nd Revised Sheet No. 1**
**Canceling 1st Revised Sheet No. 1**

GENERAL TERMS AND CONDITIONS

APPLICABILITY

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

POINT OF SERVICE ATTACHMENT

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 service attachment is on the outlet side of the meter where the customer's fuel piping connects with the meter.

CUSTOMER'S INSTALLATION

The customer will furnish and own all fuel piping, equipment, appliances, fixtures and other devices necessary to distribute gas service from the point of service attachment. All such items furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the constituted authorities and with the terms and conditions of the Company. The Company assumes no responsibility for the inspection and/or repair of defects in the Customer's piping, fixtures, or appliances.

CUSTOMER CONNECTION CHARGE

Customer Connection is defined as attaching a customer to receive utility service upon a request for service or reconnection of discontinued service. The Customer, Landlord or representative (at least the legal age of majority) may be required to be present during the Service turn-on. The connection charge will be billed to all customers applying for utility 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 $10.00 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 $125.00 for Customer Connections during other than regular business hours. The Company will attempt to reconnect a Customer on the same day as payment of all past due amounts is made, but the Company does not guaranty such reconnection will be completed during the same day. The Customer Connection Charge shall be paid by the Customer receiving utility service 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.

Seasonal Use Customers (Grain Dryers, Asphalt Plants, Municipal Pools etc.) will be charged $80 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 $125.00 for Customer Connections during other than regular business hours. The Customer Connection Charge shall be paid by the Customer receiving utility service 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.

(continued)



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(continued)

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 and maintain in said premises all such gas equipment as is necessary or convenient for supplying gas to the Customer.

ACCESS TO PREMISES

The Company has the right to access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, or repairing any meters, devices and other equipment used in connection or disconnection of any or all service equipment, 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.

Access to the meter is required for the Company to read the meter. If access is not provided, the Company may estimate the billing for up to three consecutive months. The Company will notify the Customer upon each unsuccessful attempt to access the meter. If access has not been provided at the end of the three consecutive month period, the Company may charge a $20 Special Access Fee, in order to secure an actual read of the meter.

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.

METERING

The service used will be measured by a meter or meters to be furnished and installed by the Company at its own expense and 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, except as otherwise provided on a specific rate schedule. Meters include all measuring instruments.

BYPASSING OR TAMPERING WITH METERING FACILITIES

Customers shall not interfere in any way with the metering facilities after they have been set in place. In cases where the meter seal is broken or the working parts of the meter have been tampered with or the meter damaged or there is evidence that a bypass has been used, the Utility may render a bill for the current billing period based upon the estimated use, considering past experience under similar conditions and may, in addition thereto, charge for the actual cost of repairing or replacing said meter and connections. An additional fee of $100 may be charged in instances where a customer has tampered with the meter, including reconnecting service without permission from Company. Service may be discontinued or refused at the premises where such bypassing or tampering has occurred until all such charges are paid. Legal action may also be pursued in the instance of meter tampering.

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NPSC Received 04/28/2025

**Section No. 4**
**1st Revised Sheet No. 3**
**Canceling Original Sheet No. 3**

(continued)

SUBMETERING

Submetering 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 fuel piping cross a public street or alley.

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 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 shall be individually metered unless the owner of such building demonstrates that conversion from master metering to individual metering would be impractical, uneconomical, or unfeasible.

MONTHLY BILLS

(a) Bills for service will be rendered monthly unless otherwise applied.
(b) Failure to receive a bill in no way exempts Customers from the provisions of these Terms and Conditions.
(c) The Company will attempt to read a meter at least bi-monthly, and any billings between actual readings or when the Company is unable to read a meter after a reasonable effort has been made will be based upon prior usage, adjusted for weather conditions.
(d) To the rates herein set forth, the Company may add all or any part of any special charge or special tax now imposed upon the Company by any governmental authority, or any new, special, or additional charge or tax which might be imposed as a result of laws, rules, regulations, or ordinances which may be amended, changed, adopted, or enacted by any governmental authority subsequent to the effective date hereof.

TERMS OF PAYMENT

Bills will be due upon receipt; timely payment may be made up until the 20th day. On the 20th day after billing, an account with an unpaid balance of $5.00 or more will be considered late and a late payment charge will apply. The late payment charge shall be 1% of the unpaid balance plus a collection charge of $2.00. Where a Customer is disconnected for nonpayment of a bill, a reconnection charge will be made in accordance with currently effective Company Re-Connection Policy. There will be a charge of $25.00 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.

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**Section No. 4**
**1st Revised Sheet No. 4**
**Canceling Original Sheet No. 4**

(continued)

CUSTOMER DEPOSITS

The Company may request that a Customer, when applying for service, provide credit information and may request a security deposit if the Customer has an unsatisfactory credit history, has established an unsatisfactory payment record with the Company, or has an outstanding undisputed and unpaid service amount owed the Company. The Company may also request a security deposit from an existing Customer who has had three or more disconnection notices in the past twelve months. The amount of a security deposit shall be not more than one-sixth of the estimated annual bill, and the Company may accept a letter of credit or guarantor in lieu of the security deposit. If a customer is unable to pay the full amount of a deposit, the Company will accept payment of the deposit in installments over a period of not more than four (4) months. Upon disconnection of service and receipt of the final payment from the Customer, the Company shall refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. Interest on a Customer's deposit shall earn simple interest of three percent (3%) per annum. If a Customer has paid his bills for service for twelve (12) consecutive months by the due date for such bills, the Company will automatically refund the deposit plus accrued interest to the Customer.

CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE

The Company may refuse or disconnect service for any of the following reasons:

(a) Customer has requested disconnection (the Company may require up to forty-eight hours' written notice).
(b) An unsafe service condition exists on the Customer's premises, which is likely to cause injury to person or property.
(c) An other condition of the Customer's premises makes it unsafe for the Company to perform work on such premises.
(d) Customer has a delinquent service bill, and the Company has provided proper notice.
(e) Customer has failed to provide credit information, pay a security deposit, pay an additional deposit, or provide a guarantee.
(f) Customer has failed to comply with any of the provisions of the applicable Company tariff.
(g) Customer has failed to comply with interruption or curtailment orders issued by the Company.
(h) Customer is indebted to the Company for past bills incurred and refuses to liquidate the debt.
(i) Customer, although not personally liable to the Company, is attempting to return service to an indebted household and no attempts are forthcoming to liquidate the debt of that household. An indebted household exists when the person applying for service (1) was a member of the household when the prior debt was incurred by someone else living in that household, whether at the same address or at a new one, or (2) has moved into the same apartment or building in which the prior bill was incurred, and the person who owes the debt is still living there.
(j) A connection, device, or bypass is found on the meter, regulating equipment, or piping of the Customer which prevents the meter from properly registering consumption, or a meter is found with broken seals or otherwise shows evidence of tampering.



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(continued)

(k) Customer has otherwise received the benefit of service with respect to the account or has been guilty of fraud or misrepresentation with regard to service.

(l) Customer refuses to allow authorized Company personnel onto the Customer's premises for purposes of examining the piping, appliances, and other equipment relating to the Company's service; reading the meter, ascertaining connected loads to turn on service, obtain an actual meter reading, to inspect a suspected safety problem, or to perform maintenance work.

(m) Any other reason where authority is specifically granted by Nebraska statute or applicable administrative rule.

DISPUTE RESOLUTION

Pursuant to the provisions of Revised Statutes of Nebraska, 1996 Reissue, Sections 70-1608 through 70-1614, a Customer may request a conference in regard to any dispute over a proposed disconnection of service with the Company. A designated employee of the Company will hear and decide all matters related to the dispute. If a residential Customer disputes the proposed disconnection of service and provides a written statement to the Company setting forth the reasons for the dispute and the relief requested, a conference shall be held between the Company and the Customer before service will be disconnected. Upon receipt of such a written statement, the Company will notify the Customer, in writing, of the time, place, and date scheduled for the conference, which shall be within fourteen (14) days of the Customer's request. At such conference, the employee designated by the Company to hear such dispute, shall, based solely upon the evidence presented, affirm, reverse, or modify any Company decision involving the disputed bill. The employee shall allow termination of utility service only as a measure of last resort after he has exhausted all other remedies less drastic than termination. The Customer may appeal an adverse decision of the Company employee to a management office of the Company, and a hearing will be held to resolve the dispute. At such hearing, the Customer may be represented by legal counsel or other representative or spokesperson, examine the Company's files and records pertaining to all matters directly relevant to the dispute or utilized by the Company in reaching the decision to propose termination, present witnesses and offer evidence, confront and cross-examine witnesses, and make or have made a record of the proceedings at his own expense.

Budget Payment Plan

The Company's Budget Bill Plan (BBP) is available to residential and commercial customers. It may be initiated by 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 Utility. The

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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, but no more than quarterly, 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 customers 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. Adjustments outside of the semi-annual review may be made only if the sum of the actual costs for the first six months and the projected costs for the second six months differ by 10% or more from the amounts initially used to set the BBP.

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.

PEAK SHAVING GAS SUPPLIES

The Company may supply gas from any stand-by equipment provided that the gas so supplied shall be reasonably equivalent to the natural gas normally supplied hereunder.

RESALE PROHIBITED

All gas purchased under any rate schedule shall not be resold by the purchaser thereof in any manner.

SERVICE LINE INSTALLATION

For services, except mobile homes in mobile home parks, the Company will install a service along the shortest feasible route from the gas main to the customer's building upon the customer making a non-refundable contribution based upon the distance from the gas main to the point of service attachment as follows:

For residential customers using natural gas as their primary heating source and for water heating: the customer will extend service without charge for the first 150 feet of service pipe. Any distance beyond 150 feet may result in the company requiring

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an Advance for Construction or a Contribution in Aid of Construction as described in the Economic Feasibility section below.

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: the Company will consider the total cost of serving the Customer and the expected revenue from the Customer. In this determination, if the project is not economically feasible, the Company may require an Advance for Construction or a Contribution in Aid of Construction from the customer to aid in the construction expense to serve the Customer.

For services to mobile homes in mobile home parks, the company will extend service without charge for services up to 50 feet of horizontal piping in the mobile home lot. For service over 50 feet, or where the load does not consist of a natural gas furnace and a natural gas water heater, an additional non-refundable contribution may be required as described in the preceding paragraph.

**Commercial and Industrial Customers:** The Company may install natural gas service or main without charge where the Company deems the anticipated revenue from the customer is sufficient to justify the service or main extension. The Company will apply the general principle that the rendering of natural gas service to the applicant shall be economically feasible so that the cost of extending such service will not have an undue burden on other customers. The process of determining the economic feasibility of a project is described in the Economic Feasibility section below. If the Company determines that the extension of service or main to the Customer is not economically feasible, the Company may require an Advance for Construction or a Contribution in Aid of Construction from the customer or customers to aid expansion. In instances where the project is not paid in advance, the Company may require a Letter of Credit or other Guarantee to secure the cost of the project. Projects that term longer than one year will carry interest at the rate of the allowed rate of return in the Company' most recent gas cost of service determination.

In instances where a Contribution in Aid of Construction is required, three years after the project has been completed, the Company will have the option to review the three-year average use. If the actual volumes vary from projected volumes by 20% or more, the Company has the option to charge or credit the customer for the variance, without interest, in projected Contribution in Aid of Construction. The original project non-PGA, non-surcharge 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.

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Installation of gas service lines are scheduled by the Company for completion during the regular construction season. The Company may make a charge for added cost of the construction of a gas service line if the installation is required other than during the regular construction season.

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

**Economic Feasibility:** For determining contributions on pipeline projects, annual revenue will be determined by multiplying projected volumes by the projected tariff delivery rate. The annual non-PGA, non-surcharge revenues will be reduced by the annual projected Operating, Maintenance, and Property Tax expenses. The resulting net margin will be divided by the result of the current allowed return on rate base, 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 may be collected from the customer.

CUSTOMER REQUESTED OR CAUSED SERVICE LINE RELOCATION, REMOVAL OR ABANDONMENT

The Company may charge the Customer for the cost of relocating, abandoning or removing facilities of the Company or the Customer (a) when the Customer requests such action, (b) when action by the Customer causes the need for such action, (c) when action by the Customer requires the Company to take such action to comply with applicable legal requirements, or (d) when actions by the Customer requires the Company to take such action to mitigate potential or existing safety hazards to persons or property.

The Company may refuse a Customer's request to relocate, abandon or remove facilities of the Company or the Customer if, in the sole judgement of the Company, such action would create an unsafe condition, negatively impact other customers served by the Company, or is otherwise in violation of state or federal laws or regulations.

BILLING DAY AND CURTAILMENT OF GAS

The billing day for the purpose of determining the amount of gas used will be from 9:00 a.m. CCT (Central Clock Time) one day until 9:00 a.m. CCT the next day. The Company shall have the right to curtail or limit the Customer's use of gas during any billing day to the Contract Demand then in effect when demand by firm and higher priority interruptible natural gas purchasers exceeds available pipeline supply. Curtailment of interruptible gas will commence at 9:00 a.m. CCT at the start of a new billing day. Under normal circumstances, notice of curtailment of interruptible gas will be given to Customer by 3:00 p.m. CCT, prior to the beginning of the gas day in which curtailment is to begin. However, in cases of emergency (to be determined solely by the Company) any notice prior to 9:00 a.m. CCT is deemed to place the curtailment in effect at 9:00 a.m. CCT, and such curtailment shall continue in effect until the Company notifies Customer that the curtailment is released. In cases of emergency when notice of curtailment cannot reasonably be given immediately prior to a new billing day, Customer will cooperate with the Company by curtailing its use of interruptible gas as soon as possible after notice of curtailment by Company. Proper notice of curtailment will be deemed to have been given when any person or persons authorized to receive curtailment orders on behalf of Customer has been notified by telephone or in person by a representative of Company.

The Company will endeavor to give the Customer as much notice as possible with respect to curtailment of service. Customer agrees to provide and maintain complete standby facilities and have available at all times sufficient standby fuel to maintain continuous plant operations during complete curtailment in the delivery of natural gas.

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CONTINUITY OF SERVICE, INTERRUPTIONS, AND LIABILITY

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of gas 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 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 shall use due care and diligence to furnish gas service near the normal pressure levels and in accordance with the acceptable levels of delivery pressure as may exist under operating conditions in the pipeline and distribution system. Because delivery pressure may vary, the customer shall install, operate, and maintain, at his own expense such pressure regulating devices as may be necessary to regulate the pressure of gas after its delivery to the customer. The Company shall not be liable for the control of gas pressure or gas after delivery of gas to the consumer.

Neither Customer nor the Company shall have any claim against the other for damages sustained as a result of interruptions of gas deliveries caused by Acts of God, weather conditions, labor disturbances, fires, accidents, breakage or repair of pipeline, mechanical failure of any machinery, equipment or other mechanical devices, shortage of gas supply, or other causes or contingencies beyond the reasonable control of and occurring without negligence on the part of such other party. When such causes or contingencies cease to be operative, delivery and receipt of gas shall resume as soon as practicable. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party affected. Any such cause or contingency, however, exempting customers from liability for non-performance (except where prevented by valid orders or requirements of Federal, State, or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve customer of its obligation to pay minimum charges in accordance with the applicable rate schedule.

The Customer agrees to save, indemnify and hold the Company harmless from any and all claims, damage, or injury to persons or property arising from any cause whatsoever after the delivery of gas by the Company to the point of service attachment, except where such injury or damage is shown to have been caused solely by the negligence of the Company. The Customer shall not be liable for any loss, damage, or injury to persons or property arising from any cause whatsoever before the actual delivery of gas to the point of service attachment, except where such injury or damage is shown to have arisen solely from the negligence of the Customer. 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.

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DELIVERY PRESSURE

The volume of gas measured, where delivered at other than 0.25 p.s.i.g. at the customer's meter, shall be adjusted to a base pressure equal to 14.73 p.s.i.a. in accordance with accepted standards for measurement of gas at varying pressures.

METER ACCURACY AND TESTING OF METERS

A Customer may request the Company to test his meter, and the Company will make the test as soon as practical after the request. If a request is made within one year after a previous request, the Company may require a Customer to pay a reasonable deposit for the test. The deposit will be refunded if the meter is found to have an error of more than two percent (2%) fast, and the Company will refund to the Customer the percentage of the inaccuracy of the billed amount for the period equal to one-half the time elapsed since the most recent test, but not to exceed six (6) months. If the meter is found to have an error of more than two percent (2%) slow, the Company may bill the Customer for the percentage of the inaccuracy of the billed amount for the period equal to one-half the time elapsed since the most recent test, but not to exceed six (6) months.

EXCESS FLOW VALVES

In accordance with 49 C.F.R Sec. 192.383, at the Customer's request, the Company will install an excess flow valve on an existing Service Line. The actual costs associated with the installation of the excess flow valve will be assessed to the customer.

PRIORITY OF SERVICE

All Customers will be classified according to priorities. The Company may require curtailments of natural gas at any time in order to protect deliveries of natural gas having a higher priority. The Company shall have the right to curtail use of natural gas in any community due to capacity limitations of facilities of either the pipeline supplier or the Company, even though service is continued for lower priority customers in another community. When the Company is unable to supply the full natural gas requirements of all its customers, curtailment of natural gas service will progress in the following sequence: Priorities 4, 3, 2 and 1. The Company, at its discretion, shall have the right to curtail / interrupt based on other operational factors.

**Priority 1:** Firm residential and small commercial requirements less than 500 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

**Priority 2:** Firm commercial requirements from 500 through 1,999 therms on a peak day, and industrial requirements from 0 through 1,999 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

**Priority 3:** Firm commercial and industrial requirements greater than 2,000 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

**Priority 4:** Interruptible commercial and industrial requirements. The Company may curtail a customer's usage regardless of priority if the customer elects to take interruptible service. Curtailment, where possible, will be ordered on the basis of lowest to highest non-gas margin regardless of jurisdiction or end-use.



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GENERAL TERMS AND CONDITIONS
(continued)
SPECIAL TERMS AND CONDITIONS RELATED TO TRANSPORTATION CUSTOMER BALANCING

**1. Obligations of Customer and Company:**

**Customer Obligation** - Customer shall have the obligation to balance on a daily basis the receipt of transportation gas by the Company at the Receipt Point with deliveries of thermally equivalent quantities of gas by the Company to the Delivery Point. Differences between Daily Receipts and Deliveries ("Imbalances") shall be accumulated and recorded in a Customer account. NorthWestern Energy will review the Customer's nomination made to the interstate pipeline. For purposes of determining distribution system imbalances, NorthWestern Energy will use the scheduled quantity of volume confirmed on the interstate pipeline.

a) Daily Balancing Limit – The Customer is permitted to incur a daily Positive (Receipts greater than Deliveries) or Negative (Receipts less than Deliveries) Imbalance up to and including ten percent (10%) of the quantities delivered by the Company on the Customer's behalf, except on Critical Days.

(b) Short Critical Day – The Customer is not permitted to incur a Daily Negative Imbalance but is permitted to incur an unlimited daily Positive Imbalance. See section 4, sheet 13, 3b.

(c) Long Critical Day – The Customer is not permitted to incur a Daily Positive Imbalance but is permitted to incur an unlimited Negative Imbalance. See Section 4, sheet 13, 3c.

(d) Operational Flow Order (OFO – Company may call an OFO on a specific customer, multiple customers, or a Group Customer in order to limit critical day parameters to as small a segment of customers as possible. This customer or group will be subject to the same balancing parameters imposed on a Critical Day as outlined above.

**Company Obligation** - The Company is obligated to supply daily volumes to the Customer, their agent or supplier. If the Customer requests, the Company will supply meter reads that support the daily volumes. In addition, the Company has the obligation to provide applicable factors as are necessary to compute the Customer's usage.

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GENERAL TERMS AND CONDITIONS
(continued)

**2. Cash Out of Commodity Imbalances:**

On a monthly basis, the Customer will receive an Imbalance Statement from the Company which will show the daily quantities received by the Company on behalf of the Customer, Deliveries to the Customer's facilities and any Daily Imbalances resulting from the over or under delivery of gas.

(a) Commodity Imbalance Cash Out - In addition to the applicable over/under delivery charges, cumulative daily Positive or Negative Imbalances at a delivery point will be deemed to have been sold to or bought from the Company at the applicable Gas Daily index prices plus applicable interstate pipeline transportation fees. The Customer's imbalance will be subject to the index pricing point on the pipeline they are served by. The Company will establish the pricing index points and transportation used for each pipeline. The Company may change this index point at its discretion and notify third party marketers prior to the start of the usage month.

(b) Waiver of Penalties – The Company may, at its discretion, in a non-discriminatory manner, waive its daily imbalance charges in the event of extraneous circumstances, beyond the customer's control. Any imbalance charge paid by the Customer or waived by the Company shall not be construed as giving the Customer the right to continue to create an imbalance on the system.

**3. Over/Under Delivery Charges for Balancing Services:**

(a) Daily - Customers are allowed Positive or Negative Imbalances equal to 10% of net receipts without imbalance charges. Customers with a Positive or Negative Imbalance, after adjustment for optional balancing service, shall be subject to an additional charge at the rate of $0.01 per therm ($0.10 per Dth) up to 30% of net receipts. For imbalances greater than 30% of net receipts, the imbalance charge is $0.10 per therm ($1.00 per Dth) for the therms over the first 30% variance. These charges apply except for Critical or OFO days.

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GENERAL TERMS AND CONDITIONS
(continued)

(b) Short Critical Day - Customers with a Negative Imbalance will be charged the applicable penalties set forth in the tariff of the corresponding upstream pipeline.

Customers with a Positive Imbalance on any Short Critical Day will not incur the daily $0.10 per therm ($1.00 per Dth) over delivery charge.

(c) Long Critical Day - Customers with a Positive Imbalance in excess of 5% of net receipts will be charged $1.00 per therm ($10.00 per Dth).

Customers with a Negative Imbalance on any Long Critical Day will not incur the daily $0.10 per therm ($1.00 per Dth) under delivery charge.

(d) Additional Charges - If the Company incurs additional charges due to a Customer's Imbalance, those costs will be passed on to the Customer.

The customer shall reimburse the Company for any penalty, storage, or other costs incurred by the Company or imposed on the Company by a pipeline as a result of any under or over delivery imbalance, daily, monthly or otherwise, caused by the customer.

If the Company incurs additional charges due to a Customer's Imbalance, which is in excess of the penalty recoveries from transportation customers, the net excess penalty will be collected on a pro rata basis from all parties that created the additional charges.

(e) Revenue Sharing – Over/Under Delivery Charges for Imbalances shall be credited to the sales customers via the Purchased Gas Cost Adjustment filing.

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GENERAL TERMS AND CONDITIONS
(continued)

(e) Waiver of Penalties – Regardless of Customer circumstances, the Company will not waive interstate pipeline imbalance charges that are incurred due to a customer imbalance. However, in the event of unanticipated, non-recurring conditions experienced by the Customer with their natural gas fueled equipment where the Customer as a result of problems with its natural gas fueled equipment was unable to use all quantities of gas confirmed for delivery (excluding changes in production levels by the Customer), or other extraneous circumstances beyond the customer's control, the Company may, at its discretion, waive its daily imbalance charges for the gas day the condition initially occurred, if the imbalance results in no detriment to other NorthWestern customers.

Any imbalance charge paid by the Customer or waived by the Company shall not be construed as giving the Customer the right to continue to create an imbalance on the system.

**4. Optional Daily Balancing Service (DBS):**

(a) Description - A Customer or Group Customer shall have the option to choose a Daily Balancing Service ("DBS"). This balancing service is not available to customers on critical or OFO days. This is a delivery point service providing balancing tolerance, on a reasonable efforts basis, above or below the Customer's Receipts without the incurrence of Daily Over/Under Delivery Charges. This service is available on a monthly basis. The Customer must notify the Company of its DBS quantity coincident with reporting gas nominations for the first day of the month. If a Customer also elects to enter a Group Balancing arrangement, the Customer's DBS quantity becomes available for use by the Group Customer. DBS does not affect the monthly Cash Out of Imbalances.

The DBS begins after a ten percent (10%) of Net Receipts tolerance is applied. DBS quantity is the daily volume variance between Net Receipts at the Receipt Point, plus or minus the ten percent (10%) of Net Receipts tolerance, and the amount actually used at the Delivery Point (Deliveries), unless a Critical Day is called.

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Section No. 4
1st Revised Sheet No. 15
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GENERAL TERMS AND CONDITIONS
(continued)

(b) Rates - The rates and charges for service under this optional service shall include each of the following:

*Reservation Charge* - The reservation rate is $0.15 per therm ($1.50 per Dth) per month, October-March, and $0.03 per therm ($0.30 per Dth) per month, April-September for all DBS therms purchased.

*Commodity Charge* - The commodity rate is $0.003 per therm ($0.03 per Dth). The monthly charge is equal to the commodity rate multiplied by the sum of the DBS variance volumes. DBS variance volumes are defined as: the absolute value of receipts less deliveries (capped at the DBS quantity contracted for), less 10% of the net receipts tolerance.

Revenues collected under this section will be credited to expense in PGA true-up filings.

**5. Optional Group Balancing Service:**

(a) Description - The Customer shall have the option to choose a Group Balancing Service (GBS) with the same balancing provisions, on the same pipeline and in the same interstate pipeline operational zone. For purposes of calculating the level of Customer Imbalances incurred under the terms of this tariff, the Group Customer shall be considered to be one Customer and the sum of the individual Customers' DBS quantities shall be the minimum DBS quantity for the Group Customer. All Customers within a group must choose the same method of Fuel Retention. In all respects, the Customer shall operate individually under the provisions of this tariff. The Group Customer shall enter into a Group Balancing Agreement under this tariff, which shall be for a term of not less than one month. The term Group Customer shall mean a person, corporation, partnership, or other legal entity that provides gas under the parameters as specified above.

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GENERAL TERMS AND CONDITIONS
(continued)

(b) Applicability

(i) The Group Customer must execute a Supplier Service Agreement and must notify the Company of the Customers to be grouped, by Delivery Point(s), at least two (2) working days before the first of the month nominations are due. All billing will be based on the Group Customer's notification. Any requests to change Customers in a group after the notification timeframe outlined above will be accommodated at Company's discretion and shall be subject to a Rescheduling Service fee of $50 for each Customer change in a Group.

(ii) The Group Customer shall provide the Company a single combined daily nomination representing the sum of the daily nominations for all of the Delivery Points applicable to the Group Customer. The Group Customer shall retain information regarding individual nominations, which shall be provided to Company upon request. Each Delivery Point within the group must have operational telemetering in place.

(iii) If the Group Customer does not comply with the provisions of its Supplier Service Agreement, Company may terminate the Agreement and each Customer whose Delivery Point is part of the Group Customer will be individually responsible for the settlement of gas transportation imbalances and other charges regardless of payments that the Customer may have rendered to the Group Customer. The Group Customer shall remain responsible for Pipeline Imbalances, penalties, overrun charges or other charges it may create on the interstate pipeline system. Company reserves the right to terminate the Supplier Service Agreement for due cause upon three days of written notice. In the event the Agreement is terminated during any month, the Customers whose Delivery Points are within the Group Customer shall be billed separately for any imbalances and shall also be billed the Group Balancing Charge.

(continued)



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**Section No. 4**
**1st Revised Sheet No. 17**
**Canceling Original Sheet No. 17**

GENERAL TERMS AND CONDITIONS
(continued)

SPECIAL TERMS AND CONDITIONS RELATED TO TRANSPORTATION SERVICE

1. **Contract:** Customer shall execute a written Service Request Form for transportation of customer-owned gas hereunder.
2. **Minimum Term:** The minimum term of the Service Request Form shall be annual unless the Company and Customer mutually agree to a shorter time period. In no event shall Customer be allowed to switch between Transportation and Sales service with less than a 30 day written notification. In the event Customer wishes to return to Sales service, the Company shall have the discretion to approve or deny the request based on various factors such as availability of interstate pipeline capacity to meet customer's needs. After the contract period, the Customer may return to sales service on the same basis as any new customer.
3. **Filing:** Transportation will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation.
4. **Gas Quality:** Gas purchased by Customer from a third party for Transportation by the Company shall be commercially clean and merchantable. Such gas shall be comparable in quality to and interchangeable with gas purchased by the Company. The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
5. **Thermal Balancing:** The quantity of transportation gas received by the Company from the transporting pipeline and the quantity of transportation gas delivered to the Customer under the applicable Schedule shall be thermally balanced. For delivery systems with a single source of gas supply, the transporting pipeline's statement as to volumes, heating value, and thermal balancing shall be taken as conclusive. For delivery systems with multiple sources of gas supply, the Company shall determine the heating value of gas delivered to the Customer on a monthly basis in order to implement the requirement for thermal balancing.

6. **Liability:**
   (a) General - Gas shall be and shall remain the property of the Customer while being transported and delivered by the Company. The Company shall not be liable to the Customer for any loss arising from or out of Gas Transportation Service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the Customer with other gas supplies including propane and liquefied natural gas.

   (b) Insurance - The Customer shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.

(continued)



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(continued)

**7.** **Retention:** A Customer or Group Customer, if applicable, shall have the option to choose one of the following methods to apply retention:

Option One (Indexed Based): The value of retention shall be determined by multiplying i) the daily price plus applicable interstate pipeline transportation charges as referenced in Section 4, sheet 12, item 2 times ii) the Retention percentage times iii) the Deliveries. This value shall be billed monthly. This billing shall represent compensation for Lost and Unaccounted for Gas. The Retention percentage for the Company's Nebraska distribution system is 2.36% and will be adjusted annually, to be effective November 1, based on the actual percentage incurred by the Company for the prior 12 month period ending July 31. Retention amounts collected under this option will be credited to expense in PGA true-up filings. If the Customer, or Group Customer, does not select one of the options presented in this retention section, retention shall be calculated as stated in this paragraph.

Option Two (In kind): The Customer, or Group Customer, if applicable, upon written request, may deliver retention quantities in kind. The request shall include the Customer's account number and the meter number of which in kind retention is being requested and shall be delivered to the Company's representative. Upon the Company's acknowledgment of the receipt of the request, the Customer shall be allowed to deliver retention volumes inkind. The Customer shall have the option to have the quantity of transportation gas received from the transporting pipeline reduced, upon delivery to the Customer, by a fixed percentage of 2.36% (to be adjusted as set forth above), which shall represent compensation for Company-Used Gas and Lost and Unaccounted For Gas. Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nominating process, should be (1-(fuel %/100)) multiplied by receipt quantity = delivery quantity.

**8.** **Metering:** In order to utilize the services provided under the Gas Transportation Tariff, automatic metering equipment is required. All costs related to telemetering and any other facilities constructed or installed to provide any Transportation 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.

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NPSC Received 09/18/2026

Section No. 4
1st Revised Sheet No. 19
Canceling Original Sheet No. 19

GENERAL TERMS AND CONDITIONS
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**9. Order of Deliveries for Billing Purposes:** At times the Company may be delivering gas to the Delivery Point under more than one service type. For Billing purposes, the order of deliveries on any gas day, as among the applicable Schedules, shall be 1) Interruptible, 2) Firm Transportation, 3) Sales.

**10. Capacity Curtailment or Interruption:**

(a) Transportation service is subject to the physical, operational, and contractual constraints of the Company's gas system, pertinent to the Delivery Point and the Receipt Point. If the Company is required to curtail or interrupt service due to Capacity constraints or system integrity conditions, the Company's interruptible sales shall have a priority subordinate to the Company's firm sales and firm transportation services. Such firm sales, and firm transportation services shall be curtailed in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 4, Sheet No. 10.

(b) When required by capacity constraints, Interruptions shall be in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 4, Sheet No. 10.

**11. Request for Service:**

(a) Requests for service under any Transportation Schedule must be made by filing with the Company the information required on the form entitled "Service Request Form" and "Transportation Service Designation" in the Company's effective Gas Transportation Tariff.

(b) Transportation Service will be provided on a "first-come/first-served" basis.

(c) Service will not be approved, and a first-come/first-served priority rating for service will not be determined and assigned, until all the information required by the Service Request Form and Transportation Service Designation has been delivered to the Company. The Company reserves the right to request additional information from any applicant, but requesting such information will not reduce the priority rating for service if the applicant has otherwise provided all of the information and paid the fee as required by this section.

(d) Service under this tariff 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. The Company may, at its sole discretion, reduce the request for service requirements.

(continued)



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(continued)

**12. Nominations**

Nominations shall be an estimate of the Customer's daily gas requirements for transportation service. Nominations shall be delivered to:

Gas Supply & Transportation
600 Market Street W.
Huron, South Dakota 57350-1500
Phone: (605) 1-800-245-6977
FAX: (605) 353-8346

(a) Nomination Time Line: The nomination will be due by 9:00 a.m. CCT for the gas day beginning at 9:00 a.m. CCT on that same day.

(b) Confirmation: Northwestern Gas Supply nomination deadline is 9:00 a.m. CCT and confirmation will become a verification of the flow process. Gas Supply will confirm (Verify) the lesser of nomination volume of gas or volumes confirmed/scheduled by the pipeline.

(c) Nomination Process: All parties should support a seven-days-a-week, twenty-four-hours-a-day nomination process. Party contacts need not be at their ordinary work sites but should be available by email or telephone.

(d) Daily: Customers, or their agent, shall notify the Company's representative by 9:00 a.m. CCT, by mutually acceptable method, of a Daily Nomination or a desired change, if any, to its requested quantity of transportation gas for the gas Day commencing at 9:00 a.m. CCT or for following gas Days. Nomination of Delivery and Receipt Point shall be limited to those specified in the Service Request Form.

(e) Critical Day: When a Critical Day or Operational Flow Order is called, the Company shall notify the Customer by 4:00 p.m. CCT or as soon as possible after notification by the interstate pipeline, prior to the beginning of the gas day unless waived by Customer, or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to Customer's Gas Transportation Service during the next gas day commencing at 9:00 a.m. CCT. Such notification shall include all necessary information known at the time, such as Curtailment or Interruption conditions, and allowable balancing adjustments. The Company shall also notify the Customer once the curtailment / interruption Conditions have changed, unless this notification is waived by the Customer.

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GENERAL TERMS AND CONDITIONS
(continued)

(f) Intra-day Nominations: The Company and Customer shall agree to support the North American Energy Standards Board (NAESB) standard nomination timeline for nomination cycles that pertain to the upcoming and current gas days, referred to as grid-wide synchronization times, with Customer providing Company with notification of intra-day nomination changes concurrent with notification to the interstate pipeline. Nominations shall be implemented only if they are confirmed by the interstate pipeline. Company shall have the right at any time to limit acceptance of an intra-day or non-grid nomination on a non-discriminatory basis if system integrity will be placed in jeopardy.

(h) Operational Flow Order (OFO): The Company may call an OFO on customers behind a specific pipeline, delivery zone, town border station; on a marketer, agent, group of customers, or specific customer. This OFO will result in requiring customers that the OFO was called on to balance gas volumes under either the Short or Long Critical Day provisions. The OFO will remain in effect until the operational condition requiring its issuance has been remedied. The type of OFO call and process the Company will use is as follows:

OFO call by pipeline, Delivery Zone, or Town Border Station (TBS). The Company will call a Short or Long Critical Day on a specific pipeline, delivery zone, or TBS for the following reasons:

1. When the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities.
2. When the transmission system pressures or other unusual conditions jeopardize the operation of the Company's system.
3. When the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability.
4. When any of the Company's transporters or suppliers call the equivalent of a Critical Day.
5. When the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

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GENERAL TERMS AND CONDITIONS
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6. OFO call by a marketer, agent, group of customers, or specific customer. The Company will call a Short or Long Critical Day on a marketer, agent, group of customers or specific customer when, in the Company's judgment, the OFO is necessary to maintain or restore operational integrity when a marketer, agent, group of customers, or specific customer is significantly delivering long or short during periods of significant gas price changes.

**13. Provisions Applicable to Third Party Suppliers:** If a Gas Transportation Customer wishes to utilize brokers, marketers, or other third party suppliers ("Third Party Suppliers") either as agents or as suppliers of gas into the Company's system, the Customer must notify the Company in writing of the Third Party Supplier that will be used in any particular gas month and whether the Third Party Supplier will be acting as agent for Customer for making nominations. If the Customer is using a Third Party Supplier, Customer agrees that as between Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by Third Party Supplier.

**14. Failure to Comply:** If the Customer fails to comply with or perform any of the obligations on its part to be complied with or performed under a Schedule, the Company shall have the right to give Customer written notice of the Company's intention to terminate the Transportation on account of such failure. The Company shall have the right to terminate such Transportation at the expiration of five days after the giving of said notice, unless within five days the Customer shall make good such failure. Termination of such Transportation for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer from its obligation to make payment of any amount or amounts due or to become due from the Customer to the Company under the applicable Schedule. In order to resume Transportation after termination of service hereunder, it shall be necessary for Customer to file a new request for service.

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GENERAL TERMS AND CONDITIONS
(continued)

**15. Force Majeure:**

(a) Definition: The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

(b) Effect of Force Majeure: If either the Company or the Customer is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any Schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch

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GENERAL TERMS AND CONDITIONS
(continued)

**16.** **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. Any party may assign its respective right, title, and interest in and to and under a Contract to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under a Contract and, if any such trustee be a corporation, without its being required to quality to do business in any state in which performance of a Contract may occur.

**17.** **Laws, Regulations, and Orders:** All Contracts and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the Contract.

**18.** **Return to Sales Service:** Service is available under this tariff at the Customer's option. If a Customer subsequently seeks to purchase system gas on a firm or interruptible basis, the Company shall grant such request only if, and to the extent that adequate System capacity, interstate transportation and supplies are available.

**19.** **Reference to Sales Tariff:** For all areas not addressed in this Gas Transportation Tariff, such as Billing and Payments, the terms of the Service Rules and Regulations Section of the Company's sales tariff shall apply.

NO MODIFICATION OF THESE GENERAL TERMS AND CONDITIONS

No Company employee or agent has power to amend, modify, alter or waive any of these General 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.

(continued)



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GENERAL TERMS AND CONDITIONS
(continued)
SPECIAL TERMS AND CONDITIONS RELATED TO MARKETER/GAS TRANSPORTATION CUSTOMER – CREDITWORTHINESS STANDARDS

1.1 Credit Evaluation:

This Policy has been developed to determine the ability of Marketers and/or Gas Transportation Customers ("Marketer/Customer") in meeting its obligations related to services under NorthWestern Corporation, D.B.A. NorthWestern Energy's ("NorthWestern") Nebraska Natural Gas Transportation Tariff and to mitigate NorthWestern's financial exposure against any potential risk of non-payment. These standards will be documented and available for all existing and prospective Marketer/ Customers. A credit evaluation may occur at any time, not less than annually, and at NorthWestern's discretion. The following information (as produced in the normal course of business) will be required by each Marketer/Customer to enable NorthWestern to conduct its credit review:

a. Last 2 years of Audited Financial Statements;
b. Most recent annual report;
c. Most recent quarterly report;
d. Upon request by NorthWestern, any other reasonable commercial information that would assist in determining the Marketer/Customer's creditworthiness.

NorthWestern reserves the right to modify these standards at any time.

1.2 Creditworthiness:

The Credit Manager, using NorthWestern's Credit Policy and a credit-scoring model, will determine the amount of credit that NorthWestern will grant to any given Marketer/Customer. The following components are used in calculating the Marketer/Customer's overall credit score:

a. Qualitative Information (payment history, years in business, rank within industry by asset size, number of years a customer, management expertise).
b. Proprietary Information (including Moody's Expected Default Frequency (EDF)).
c. Financial Information.

(continued)



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(continued)

A score is calculated for each of the components above. The score from each component is then taken times a weighted percent to arrive at an overall score. The overall score is used to determine the amount of credit.

If the overall credit score is not sufficient under NorthWestern's Credit Policy, the Marketer/Customer will be notified in writing of the amount of security that will be required.

If the above information in section 1.1 is not made available to NorthWestern, the Marketer/Customer will be required to post security with NorthWestern.

1.3 Acceptable Forms of Security:

a. Cash Deposit.

b. Irrevocable Letter of Credit.

(1) Costs associated with the Letter of Credit will be the obligation of the Marketer/Customer.
(2) Form of Letter of Credit will need to be approved by NorthWestern.
(3) Issuing Bank must have a long term credit rating (corporate or long term senior unsecured debt) of A3 or higher with Moody's and an A- or higher with S&P.

c. Guarantee.

(1) The guarantor must go through the same credit review process as the Marketer/Customer.
(2) Guarantors must be legally affiliated with the counter-party or able to show an acknowledged beneficial interest in the counter-party.

d. Pre-payment.

e. Security Amount is calculated as follows: for such service an amount equal to seven times the maximum MDQ at the highest prior twelve month Inside FERC Gas Market Report Publication for NGPL Mid-Continent plus one month of the Balancing Service (DBS) charge for the highest previous 12 month invoice and (2) months of distribution exposure if applicable. In the event of a new customer the exposure amounts will be estimated. Interest will not be paid on deposits.

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(continued)

1.4 Suspension and/or Termination of Gas Transportation Service:

NorthWestern may suspend transportation service if:

a. The Marketer/Customer is required to post security for transportation services in accordance with section 1.3, fails to provide such security, and such failure to post security is not corrected within five (5) business days following NorthWestern's notification to the Marketer/Customer of the need to cure such failure. Upon the occurrence of such a default, NorthWestern may initiate a proceeding to terminate service; or

b. The Marketer/Customer fails, for any reason other than a billing dispute, to make payment to NorthWestern for the previous month's invoice, on or before the date specified on the invoice and such failure of payment is not cured within three (3) business days, then such an occurrence of default, will allow NorthWestern to terminate service.

c. In the event of a billing dispute between NorthWestern and the Marketer/Customer, NorthWestern will continue to provide service under the Service Agreement as long as the Marketer/Customer: (1) continues to make all payments not in dispute, and (2) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Marketer/Customer fails to meet these two requirements for the continuation of service, then NorthWestern may initiate a proceeding to terminate service.

d. In the event a termination occurs with a Marketer or non-delivery by the Marketer, it is the sole responsibility for the end user of the Marketer to select and secure the services of an approved Marketer. Northwestern has no responsibility to a third party end user in the event that a particular marketer is terminated pursuant to this policy



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Section No. 4
Original Sheet No. 28

**CLASS OF SERVICE:** Gas Transportation Tariffs
**RATE DESIGNATION:** Glossary of Terms

1. **CCT** – Central Clock Time follows the same time changes as Central Standard Time and Central Daylight Time in the Central Time Zone.

2. **Commodity Charge** - Amount based upon the quantity of gas transported.

3. **Company** - NorthWestern Energy.

4. **Critical Day** - A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a part of the Company's system.

5. **Customer** - Shall mean any person, association, firm, public or private corporation, or any agency of the federal, state or local government or legal entity responsible by law for payment for gas service at a single location.

6. **Day or Daily** - The gas Day is a 24-hour period beginning at 9:00 a.m. CCT and ending at 9:00 a.m. CCT the following day.

7. **Deliveries** - The Customer metered usage at the Delivery Point.

8. **Delivery Point** - The location where the Company's gas distribution facilities are interconnected with the Customer's facilities and where the Customer and the Company have agreed that transportation gas received at the Receipt Point will be delivered by the Company to the Customer.

9. **Demand Charge** - Amount based upon the quantity of transportation space desired.

10. **Fuel** - Any charges levied or reduction in volumes delivered as a result of the movement of gas.

11. **Imbalances** – The difference between Receipts and Deliveries.



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**CLASS OF SERVICE:** Gas Transportation Tariffs
**RATE DESIGNATION:** Glossary of Terms
**(Continued)**

12. **Long Critical Day** – Shall mean a day when the Company anticipates that the level of demand on the system is expected to fall below a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its systems, or its Customers.

13. **MMBtu, Dekatherm and Therm** – The term "MMBtu" shall mean 1,000,000 BTUs. One MMBtu is equal to one Dekatherm (1 Dth) or 10 Therms. One Therm is equal to 100,000 BTUs. The standard quantity for nomination, confirmation and scheduling is Dekatherms per gas day in the United States.

14. **Month, Monthly, Billing Period** - The period beginning on the first day of a calendar month and ending on the first day of the succeeding calendar month.

15. **Negative Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and a greater quantity of Deliveries.

16. **Nomination** - Quantity of gas the Company is requested to transport daily from the Receipt Point to the Delivery Point.

17. **Operational Flow Order (OFO)** – An order by the Company to transport customer, customers, or group customer, to make deliveries match usage. The stricter provisions of either a short or long critical day will apply to the customer.

18. **Positive Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and the lesser quantity of Deliveries.

19. **Receipts** - Shall mean the quantity of gas received by Company from the transporting pipeline on a daily basis for the account of Customer.

20. **Receipt Point** - The point at which the transporting pipeline's facilities are interconnected with the Company's facilities. Receipt Points are usually Town Border Stations ("TBS") applicable to the Delivery Point. The Receipt Point must be at a location applicable to the Customer's historical purchases and the Delivery Point must be the historical purchase site. If, in the sole discretion of the Company, the Company can, operationally and without hardship to its other customers, receive gas for the Customer account at a point other than the town border station applicable to the Customer's historical purchases, the Receipt Point restriction may be waived by Company.



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Section No. 4
Original Sheet No. 30

**CLASS OF SERVICE:** Gas Transportation Tariffs
**RATE DESIGNATION:** Glossary of Terms
**(Continued)**

21. **Reservation Charge** - Amount based upon the quantity of service desired.

22. **Retention** - The percentage by which gas received at the Receipt Point is reduced in order to arrive at the quantity delivered at the Delivery Point. Where fuel reimbursement is in-kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be (1-(fuel %/100)) multiplied by receipt quantity = delivery quantity.

23. **Short Critical Day** – Shall mean a day when the Company anticipates that the level of demand on the system is expected to be greater that a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its system, or its customers.



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