

Rule No. 20

LARGE COMMERCIAL SPECIAL TERMS AND CONDITIONS

**Special Terms and Conditions:**

A late charge of one percent (1%) per month on residential accounts sixty days past due subject to the conditions stated in the Finding of Fact 38 in Order #5153a.

A late charge of one percent { 1 % } per month on commercial accounts thirty days past due subject to the conditions stated in the Finding of Fact 38 in Order #5153a.

Customers meter size will be determined solely in the judgment of the company based upon the service requirements of the customer at a pressure base of 13.28 P.S.I.A., unless customer load characteristics, in the judgment of the company, require a different pressure base.

Customers using or requiring in excess of 50,000 CCF per month may be served only after securing written consent of the Company. If such consent is given, service may be supplied under special contracts subject to approval of the Montana Public Service Commission.

If a customer terminates service and subsequently requests renewal of service at the same address, the Company may charge the customer the monthly fixed charges not paid during the time of termination. Fixed charges can only be recovered from customers who terminate and renew service at the same address where no other customer has taken service in the interim at the address. Rates for all tariffs are based on continuing service and collection of monthly fixed charges at each service location.

**Conditions of Service**

1. Eligibility For Service - In order to receive transportation service hereunder customer must provide evidence that he has made final arrangement for securing and transporting the gas to the delivering pipeline.
2. The customer and their supplier must agree to all conditions in Schedule No. 7 Large Commercial (LC) Tariff.
3. Multiple services - In the event customer desires traditional service in addition to the requirement he specifies in his request for transportation service, the Company and customer will negotiate the monthly amount to be attributed to traditional service. That amount will be assumed to be the first volumes sold to customer each month and will be priced at customer's applicable traditional tariff. Customer will remain responsible for the service charge contained herein and will be billed for consumption above the negotiated amount at the commodity rate specified herein.

(continued)



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4. Priority of Service - The priority of service shall be as follows, the highest priority is listed first, with curtailments occurring first to those listed last
  - Residential Customers
  - Commercial Customers without alternative fuel sources
  - Commercial Customers with alternative fuel sources
  - Interruptible Customers
5. Penalty for Failure to Curtail or Interrupt- If customer fails to curtail or interrupt his use of gas hereunder when requested to do so by the Company; customer shall pay, in addition to the appropriate rates prescribed previously, an amount equal to any payment the Company is required to make to its pipeline supplier under the terms of its contract as a result of such failure to curtail or interrupt, plus \$10.00 per Mmbtu of gas used in excess of the volume of gas to which customer was requested curtail or interrupt, whichever amount is greater. Such payments, however, shall not preclude the Company from shutting off customer's supply of gas in the event of his failure to curtail or interrupt his use of gas when requested to do so by the Company.
6. Change of Service Election - Request for transportation hereunder constitutes an irrevocable election of its requirements for a minimum term of one year unless mutually agreed to by the Company and customer. If customer and Company mutually agree, the customer may be served under the appropriate sales rate schedule for the customer's operation. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company and with a minimum of nine months' notice, gas service under the appropriate sales rate schedule for the customer's classification.
7. MDDQ election -- Agreements specifying the MDDQ level for each customer cannot be modified without the consent of the customer and GFG, except that once the MDDQ is established, if the customer's volume on a given day exceeds the MDDQ, then a new MDDQ will be automatically established using the new volume.
8. Schedule No. 7 Large Commercial (LC) Tariff rates annually will be increased or decreased to provide for the over or under recoveries of upstream transportation costs. The change is shown as "Non-Gas Cost Surcharge" on page 1 of the tariff.
9. Customers requesting service or expanding service under this tariff must demonstrate the amount of firm upstream capacity needed for service or the expanded service. GFG must provide written consent that such service is feasible based on its own capacity and the capacity of Northwestern Energy.

