

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and CITY OF RAPID CITY COMMON ENERGY PLANT located in Rapid City, SD, hereinafter called "Customer".

Customer and Company enter into this Interruptible General Gas Service Agreement to have natural gas delivered by Company to Customer.

WITNESSETH: The parties hereto, each in consideration of the agreement of the other, agree as follows:

1.0 **TERM**. Deliveries and charges hereunder shall commence as specified in Exhibit "A" attached hereto and incorporated herein. Customer agrees to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or Customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the agreement shall continue for additional terms of equal length until written notice is given, as provided herein, prior to the end of any subsequent term.

2.0 **DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES**. Delivery of natural gas under Small Interruptible General Gas Service Rate 71, or Large Interruptible General Gas Service Rate 85 by Company to Customer shall be as specified in attached Exhibit "A".

2.1 **DISPATCHING**. Customer will adhere to gas dispatching policies and procedures established by Company to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

2.2 **METERING AND MEASUREMENT**. Company will meter the quantity of natural gas delivered to Customer at the delivery point. Such quantities will be conclusive upon both parties unless such meter is found to be inaccurate by more than two percent, in which case the quantity delivered to Customer shall be determined by calculation, taking into consideration the time of year, the schedule of Customer's operations and other pertinent facts. Company will test the measurement equipment in accordance with applicable state utility commission rules and regulations.

3.0 **DEFINITIONS**.

Delivery Point - The point at which Customer assumes custody of the gas being delivered. This point will normally be at the outlet of Company's meter(s) located on Customer's premises.

Gas Day - Means a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

Interruption - A suspension of interruptible natural gas service deemed necessary by Company pursuant to Rates 71 or 85 and 100.

4.0 **RATE**. The rates charged and services rendered Customer, under this Agreement, shall be as specified in applicable Company tariffs as approved by the appropriate state utility commission.

The currently effective rate under this Agreement is subject to an adjustment for cost of purchased gas as provided in Purchased Gas Cost Adjustment Rate 88. Company shall have the right to modify the rates charged and the terms and conditions hereunder by making unilateral rate filings with the appropriate state utility commission.

4.1 **TAXES**. In addition to the rates specified above, Company shall collect from Customer and Customer agrees to pay Company any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.

4.2 INTERRUPTIBLE SALES GAS SERVICE. Service under Rate 71 and Rate 85 is dependent upon the availability of capacity on Company's system and prior demands of customers served under Company's general service gas rates. Customer agrees to accept service hereunder in accordance with Company's "Rate Schedule" as specified in Exhibit "A" of this Agreement.

4.3 CHANGE IN DAILY OPERATIONS. Customer agrees to notify Company of changes in Customer's natural gas requirements as specified in attached Exhibit "A". Company shall not be obligated to provide daily requirements in excess of the daily quantities set forth in Exhibit "A" unless Company, in its sole discretion, determines that increased quantities are available, and all quantities hereunder shall be subject to interruption and service priorities as provided in Rate 71 and Rate 85.

4.4 FIRM NATURAL GAS REQUIREMENTS. Customer agrees to accept service hereunder in accordance with Company's Rate 70, as specified in Exhibit "B" of this Agreement for Customer's firm requirements delivered through Customer's interruptible meter(s).

5.0 ASSIGNMENT. Customer agrees that it will not assign this Agreement except upon written consent of Company.

6.0 INDEMNIFICATION. Customer agrees to indemnify and hold Company harmless from any and all injury, loss or damage resulting from Customer's negligent or wrongful acts under and during the term of this Agreement. Company agrees to indemnify and hold Customer harmless from any and all injury, loss or damage resulting from Company's negligent or wrongful acts under and during the term of this Agreement.

7.0 INGRESS AND EGRESS. Company is hereby granted rights of ingress and egress, at reasonable times, for operating, inspecting and maintaining any of Company's facilities on Customer's premises.

8.0 FORCE MAJEURE. In the event of either Party's being rendered wholly or in part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost. The term "force majeure" as employed herein shall include, but shall not be limited to acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Customer or Company under this Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, sudden partial or sudden entire failure of Company's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire, at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other authorizations from third parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under this Agreement, when any such inability directly or indirectly contributes to or results in either Party's inability to perform its obligations.

9.0 **REGULATORY AUTHORITY.** This Agreement is subject to all valid laws, orders, rules and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein and is subject to the receipt of any necessary authorization for the interruptible service contemplated herein.

10.0 **REPORTING REQUIREMENTS.** Customer shall furnish Company all information as may be required or appropriate to comply with reporting requirements of duly constituted authorities having jurisdiction over the matter herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year above written.

CUSTOMER

COMPANY

CITY OF RAPID CITY COMMON ENERGY PLANT

MONTANA-DAKOTA UTILITIES CO.,
A Division of MDU Resources Group Inc.

By: _____
*

By: _____
Jim Dishon
Region Manager

Title: _____

Witness: _____
*

Title: _____

* Please type or print the names below the signature lines.

EXHIBIT "A"
INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

This document is an attachment to the Interruptible General Gas Service Agreement dated _____ between Montana-Dakota Utilities Co. and CITY OF RAPID CITY COMMON ENERGY PLANT covering interruptible natural gas service to its facility located at Rapid City, SD. Deliveries and charges hereunder shall commence on June 1, 2009 and expire on May 31, 2010.

<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Distribution Energy Charge*</u>	<u>Maximum Interruptible Delivery Point Quantity Per Day (dk)</u>
434 N. Mt. Rushmore Road Rapid City, SD	71	\$0.453	400

* Plus Cost of Gas as defined in Small Interruptible General Gas Service Rate 71.

Customer agrees to notify Company of changes in its daily natural gas requirements in accordance with the following requirements:

Accepted and agreed to this _____ day of _____, 20_____.

CITY OF RAPID CITY COMMON ENERGY PLANT

By: _____

Representing CITY OF RAPID CITY COMMON ENERGY PLANT

Accepted and agreed to this _____ day of _____, 20_____.

MONTANA-DAKOTA UTILITIES CO.,
A Division of MDU Resources Group, Inc.

By: _____
Jim Dishon
Region Manager

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

Attorney
5/29/09
Date

**EXHIBIT "B"
REQUEST FOR FIRM NATURAL GAS SALES SERVICE**

This document is an attachment to the Interruptible General Gas Service Agreement dated _____ between Montana-Dakota Utilities Co. and CITY OF RAPID CITY COMMON ENERGY PLANT covering interruptible natural gas service to its facility located at Rapid City, SD.

Daily Firm Service Requirements

January	<u>0</u>	Dk/day
February	<u>0</u>	Dk/day
March	<u>0</u>	Dk/day
April	<u>0</u>	Dk/day
May	<u>0</u>	Dk/day
June	<u>0</u>	Dk/day
July	<u>0</u>	Dk/day
August	<u>0</u>	Dk/day
September	<u>0</u>	Dk/day
October	<u>0</u>	Dk/day
November	<u>0</u>	Dk/day
December	<u>0</u>	Dk/day

Customer hereby requests that these daily maximum quantities be provided to this location pursuant to an approved firm natural gas sales tariff.

Firm gas sales, under Rate 70, shall commence on June 1, 2009 and expire on May 31, 2010, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

CITY OF RAPID CITY COMMON ENERGY PLANT

By: _____

By: _____
(Please print or type)

Agreed to and accepted by Montana-Dakota Utilities Co. this ____ day of _____, 20____.

By: _____
Jim Dishon
Region Manager