



UTILITIES CO.

A Division of MDU Resources Group, Inc.

400 North Fourth Street  
Bismarck, ND 58501  
(701) 222-7900

May 17, 2017

Executive Secretary  
North Dakota Public Service Commission  
State Capitol Building  
Bismarck, ND 58505-0480

Re: Transportation Service Rates 81 and 82

Montana-Dakota Utilities Co. (Montana-Dakota), a Division of MDU Resources Group, Inc., herewith submits an original and seven (7) copies of the Company's application for approval to revise its Transportation Service Rates 81 and 82 tariff (Transportation Tariff) and related Gas Transportation Agreement (Agreement). The Company is proposing several modifications to the current Tariff and Agreement, as outlined further in the attached application, which would remove the duplication of select provisions currently included in both the Tariff and Agreement. The Company is also proposing to update the Transportation Tariff to reflect current practices and procedures, and to simplify the balancing provision applicable under the currently authorized tariff. The Company is requesting approval of the below noted rate schedules, provided herein as Exhibit 1, and the Gas Transportation Agreement, provided herein as Exhibit 2, to coincide with the conversion of the Company's transportation customers' billing on to the Company's Customer Care and Billing System anticipated in the 4<sup>th</sup> quarter of 2017.

- 1<sup>st</sup> Revised Sheet No. 24
- 9<sup>th</sup> Revised Sheet No. 24.1
- 1<sup>st</sup> Revised Sheet No. 24.2
- 1<sup>st</sup> Revised Sheet No. 24.3
- 1<sup>st</sup> Revised Sheet No. 24.4
- 1<sup>st</sup> Revised Sheet No. 24.5
- 1<sup>st</sup> Revised Sheet No. 24.6
- 1<sup>st</sup> Revised Sheet No. 24.7
- 1<sup>st</sup> Revised Sheet No. 24.8
- 1<sup>st</sup> Revised Sheet No. 24.9

The Company is not requesting a change in the currently effective Basic Service and Commodity Charges applicable under the Rates 81 and 82 tariff; however, the tariff is included in its entirety because of the re-pagination due to the proposed changes.

The changes proposed herein to the Company's Transportation Service Rates 81 and 82 tariff and the related Gas Transportation Agreement provide customers with a more streamlined Agreement through the removal of duplicate provisions currently included in both the Tariff and Agreement and with an easier to understand balancing charge provision that provides a better price signal to the transportation service customers.

Please refer all inquiries regarding this filing to:

Tamie A. Aberle  
Director of Regulatory Affairs  
Montana-Dakota Utilities Co.  
400 North Fourth Street  
Bismarck, ND 58501

Also, please send copies of all written inquiries, correspondence and pleadings to:

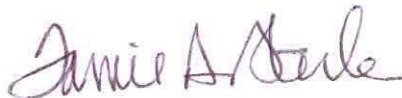
Mr. Karl A. Levitz  
Assistant General Counsel  
MDU Resources Group, Inc.  
P. O. Box 5650  
Bismarck, ND 58506-5650

Montana-Dakota herewith submits a check in the amount of \$10,000 pursuant to Section 49-05-04 of the North Dakota Century Code.

Montana-Dakota respectfully requests that this filing be accepted as being in full compliance with the filing requirements of this Commission.

Please acknowledge receipt by stamping or initialing the duplicate copy of this letter attached hereto and returning the same in the enclosed self-addressed, stamped envelope.

Sincerely,



Tamie A. Aberle  
Director of Regulatory Affairs

Attachments  
cc: Karl Liepitz

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

In the Matter of the Application of )  
MONTANA-DAKOTA UTILITIES CO., a )  
Division of MDU Resources Group, Inc. ) Case No. PU-17-\_\_\_\_\_  
for Approval of Revised Transportation )  
Service Rates 81 and 82 and Related Gas )  
Transportation Agreement )

**I. Summary of Application**

Montana-Dakota Utilities Co. (Montana-Dakota or Applicant), a Division of MDU Resources Group, Inc, the Applicant in the above entitled proceeding, makes this application requesting approval of revised Transportation Service Rates 81 and 82 (Transportation Tariffs), attached hereto as Exhibit 1, and related Gas Transportation Agreement (Agreement), attached hereto as Exhibit 2.

**II. Description of Applicant**

Montana-Dakota is a Division of MDU Resources Group, Inc., a Delaware corporation duly authorized to do business in the State of North Dakota as a foreign corporation, and doing business in the State of North Dakota as a public utility subject to the jurisdiction of and regulation by the North Dakota Public Service Commission (Commission) under NDCC Title 49 as amended. Montana-Dakota's Certificate of Incorporation and amendments thereto have been previously filed with the Commission and such Certificate and Amendments are hereby incorporated by reference as though fully set forth herein. Montana-Dakota provides natural gas transportation service to approximately 90 customers in North Dakota.

### **III. Current Transportation Service Rates 81 and 82 Balancing Provision**

The Company's current Transportation Service Rates 81 and 82 tariff provides for the transportation of natural gas to a customer's premise, metered at a single delivery point, using Montana-Dakota's distribution facilities. Customers taking service under the Transportation Tariff must purchase their natural gas requirements from an independent third-party source and arrange for the shipment of that gas for delivery to Montana-Dakota's distribution system. Qualifying interruptible customers enter into a Gas Transportation Agreement that identifies the receipt and delivery points, the applicable rate, and the quantity of natural gas to be delivered daily to the customer's premise.

If at the end of the month, the accumulated difference between the actual gas delivered to the customer and the nominated or scheduled amount of gas for that customer exceeds four percent of the month's scheduled receipts, resulting in a negative imbalance (i.e. delivered amount exceeds nominated) the customer is assessed a balancing charge on the imbalance exceeding four percent. If the imbalance remains at the end of the following month, the customer is billed a penalty for the under nominated gas volume exceeding four percent based on the Company's Firm General Gas Service Rate 70 charges.

If at the end of the month, the accumulated difference results in a positive imbalance (i.e. scheduled receipts exceed deliveries) the customer is assessed a balancing charge on the imbalance exceeding four percent. If the imbalance remains at the end of the following month, the Company (1) may adjust the volume of gas received

on behalf of the customer to eliminate the prior period over nomination exceeding four percent up to ten percent, and (2) shall retain the over-nomination exceeding ten percent free and clear of any adverse claims when accumulated difference exceeds fifty Dk.

The customer is also subject to any penalties the Company incurs from interconnecting pipeline(s) due to the customer's imbalance.

#### **IV. Revised Transportation Service Rates 81 and 82 Tariff**

The Company is proposing the following modifications to the Company's Transportation Service Rates 81 and 82 tariff:

- Replace the current balancing provision with a monthly cash-out or cash-in mechanism based on a graduated scale of the gas received by the Company on a customer's behalf measured against the actual gas delivered to the customer. Monthly imbalances would no longer carry forward to the next billing month under the proposed cash mechanism.

Under the proposed balancing provision, if the monthly imbalance is caused by more gas being delivered to the customer than the actual volumes used by the customer, the Company will pay the customer an Undertake Purchase Payment, which would be equal to the lesser of the Company's weighted average cost of gas or an Index Price.

If the monthly imbalance is due to more gas used by the customer than the volume of gas delivered, the customer will pay Montana-Dakota an Overtake Charge which would be equal to the greater of the Company's weighted average

cost of gas or an Index Price. The Index Price will be the average of the “Weekly Weighted Averages Prices” published by Gas Daily for CIG Rockies and Northern Ventura during the given month.

Both the proposed Undertake Purchase Rate and the Overtake Charge are on a graduated scale basis designed to reflect the degree of the volume imbalance. As the degree of the variance increases between the customer’s actual consumption and that received by the Company on the customer’s behalf, the customer will either (1) receive an increasing smaller payment for the additional gas purchased by the Company in order to discourage the delivery of gas beyond that actually needed by the customer monthly or (2) pay an increasing rate for the gas used by the customer but not received by Company on customer’s behalf in order to discourage the consumption of gas not scheduled for the customer.

As the proposed cash imbalance provision is settled each month and provides for the recovery of the gas costs associated with the imbalance, the need for the balancing and fuel charges, provided for under the current tariff, are eliminated.

The customer would continue to be responsible for any additional costs incurred by Montana-Dakota from the interconnecting pipeline due to a deviation between scheduled daily volumes and the actual daily volume delivered.

The above noted changes to the imbalance mechanism simplifies and clarifies the imbalance provision for both Montana-Dakota and the customer as the imbalance is disposed of within the month. It also provides a clear price

signal to the customer, recognizes a purchase rate or overtake charge commensurate with the severity of the imbalance and holds other customers unharmed by imbalances.

- Revise Paragraph 10(a) Metering Requirements of the Transportation Service Rates 81 and 82 tariff to recognize that, while most customers are located within the Company's fixed network system used for meter reading and the additional equipment is not needed for their measurements, select customers may still be required to install additional equipment for the transmission of measurements if located outside the Company's fixed network.
- Remove redundant provisions on the assessment of interconnecting pipeline penalties and charges if caused by the customer. The current tariff provides for the billing of these penalties under each applicable cause resulting in a penalty. To simplify and streamline the tariff, the Company is proposing to include the assessment of any pipeline penalty only once in the tariff and identify that requirement within the monthly imbalance provision.
- Separate the provisions specific to Customer's Use of Non-Delivered Volumes and Replacement or Supplemental Sales Service to recognize one is a penalty situation and the other is the availability of supplemental service. The two provisions are currently included as one provision, "Non-Delivered Volumes/Penalty".
- Revise Paragraph 11(a) of Daily Nominations Requirements of the Transportation Service Rates 81 and 82 tariff to reflect that a customer's next day requirements must be posted in accordance with FERC timelines rather than

include a specific time. The proposed change eliminates future tariff filings necessary, in order to incorporate a nomination timeline change as authorized by FERC, into the Company's tariff. Nominations are scheduled today in accordance with FERC Order No. 809 which changed the nationwide nomination deadline for the scheduling natural gas transportation from 11:30 Central Clock Time to 1:00 p.m. Central Clock Time.

- Remove the last sentence of Paragraph 11(c) of Daily Nominations Requirements of the Transportation Service Rates 81 and 82 tariff as well as Paragraph 11(e). The provisions are no longer applicable as the pipeline nominations are customer specific today.

## **V. Gas Transportation Agreement**

In addition to the above changes to the transportation tariff, the Company is proposing the following changes to its Gas Transportation Agreement:

- Delete the entirety of Section 2.2 Metering and Measurement from the standard agreement form. This section is duplicative of the Metering Requirements provision included in the Rates 81 and 82 tariff and therefore appropriate to remove from the standard agreement.
- Delete Section 2 Taxes from the standard agreement form. The section is duplicative of the tax provision included in the Company's General Provisions Rate 100 tariff, Section V, Paragraph 13 and therefore appropriate to remove from the standard agreement form.
- Delete Section 4.3 Replacement or Supplemental Sales Service from the

standard agreement form. The section is duplicative of Section 6(c) of the current (or Section 7 of the proposed) Transportation Service Rates 81 and 82 and therefore appropriate to remove from the standard agreement form.

- Delete Section 6.0 Indemnification from the standard agreement form. The section is duplicative of the Indemnification provision included in the Company's General Provisions Rate 100 tariff, Section IV, Paragraph 4 and therefore appropriate to remove from the standard agreement form.
- Delete Section 7.0 Ingress and Egress from the standard agreement form. The Company's General Provisions Rate 100, Section III, Paragraph 4 tariff provides for the Company to have access to a customer's premise and is therefore duplicative in the agreement and appropriate to remove from the standard agreement form.
- Delete Section 8.0 Force Majeure from the standard agreement form. The section is duplicative of the Force Majeure provision included in the Company's General Provisions Rate 100 tariff, Section IV, Paragraph 5 and therefore appropriate to remove from the standard agreement form.

## **VI. Implementation of Proposed Changes**

In 2013, Montana-Dakota implemented a new Customer Care and Billing (CC&B) system. At that time, the billing of all customers was moved to the new billing platform except for the Company's transportation customers. The decision was made to maintain these customers in the Company's former Customer Information System (CIS) due to the billing complexity for these services. The billing of the transportation

customers would be moved to CC&B at a later date.

The Company is now filing an application with the Commission in each of its respective jurisdictions to revise its transportation tariffs and agreement. Upon approval of the proposed changes noted herein in each of the respective jurisdictions, the Company is anticipating the conversion of billing transportation customers in CC&B in the 4<sup>th</sup> quarter of 2017. The Company requests the continued application of the current tariff's provisions until the billing conversion is complete.

## **VI. Conclusion**

The changes proposed herein to the Company's Transportation Service Rates 81 and 82 tariff and related Gas Transportation Agreement provides customers with a more streamlined agreement through the removal of duplicate provisions currently also included in the tariff and with an easier to understand and price signaling balancing charge structure.

Montana-Dakota respectfully requests that the Commission approve the revisions to its Transportation Service Rates 81 and 82 tariff and related Gas Transportation Agreement, with implementation of the changes to coincide with the conversion of the Company's transportation customers into CC&B in the 4th quarter of 2017.

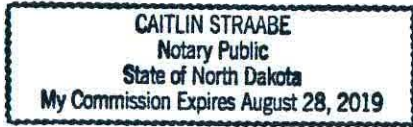
Dated this 17<sup>th</sup> day of May 2017.



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Tamie A. Aberle  
Director of Regulatory Affairs

Subscribed and sworn to before me this 17<sup>th</sup> day of May 2017.



A handwritten signature in cursive script that reads "Caitlin Straabe".

Caitlin Straabe, Notary Public  
Burleigh County, North Dakota  
My Commission Expires 08/28/2019

Of Counsel:

Karl A. Liepitz  
Assistant General Counsel  
MDU Resources Group, Inc.  
P. O. Box 5650  
Bismarck, ND 58506-5650

# Exhibit 1



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24  
Canceling Original Sheet No. 24

### TRANSPORTATION SERVICE Rates 81 and 82

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#### Availability:

This service is applicable for transportation of natural gas to customer's premise (metered at a single delivery point) through Company's distribution facilities. In order to obtain transportation service, customer must qualify under an applicable gas transportation service rate; meet the general terms and conditions of service provided hereunder; and enter into a gas transportation agreement upon request by the Company.

The transportation services are as follows:

#### Small Interruptible General Gas Transportation Service Rate 81:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed an input rate of 2,500,000 Btu per hour, metered at a single delivery point, whose average use of natural gas will not exceed 100,000 dk annually and who, absent the request for transportation service, are eligible for natural gas service, on an interruptible basis, pursuant to Company's effective Small Interruptible General Gas Service Rate 71. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

#### Large Interruptible General Gas Transportation Service Rate 82:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually metered at a single delivery point, and who, absent the request for transportation service, are eligible for natural gas service, on an interruptible basis, pursuant to Company's effective Large Interruptible General Gas Service Rate 85. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

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Effective Date:

Issued By: Tamie A. Aberle  
Director – Regulatory Affairs

Case No.:



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
9<sup>th</sup> Revised Sheet No. 24.1  
Canceling 8<sup>th</sup> Revised Sheet No. 24.1

### TRANSPORTATION SERVICE Rates 81 and 82

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#### Rate:

Under Rate 81 or 82, customer shall pay the applicable Basic Service Charge plus a negotiated rate not more than the maximum rate or less than the minimum rate specified below. In the event customer also takes service under Rate 71 or Rate 85, the Basic Service Charge applicable under Rate 81 or Rate 82 shall be waived.

#### Basic Service Charge:

Rate 81	\$175.00 per month
Rate 82	\$1,000.00 per month

	<u>Rate 81</u>	<u>Rate 82</u>
Maximum Rate per dk	\$0.668	\$0.297
Minimum Rate per dk	\$0.102	\$0.061

#### General Terms and Conditions:

1. **CRITERIA FOR SERVICE:** In order to receive the service, customer must qualify under one of the Company's applicable natural gas transportation service rates and comply with the general terms and conditions of the service provided herein. The customer is responsible for making all arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline(s).
2. **REQUEST FOR GAS TRANSPORTATION SERVICE:**
  - a. To qualify for gas transportation service a customer must request the service pursuant to the provisions set forth herein. The service shall be provided only to the extent that the Company's existing operating capacity permits.
  - b. Requests for transportation service shall be considered in accordance with the provisions of Rate 100, §V.10.

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400 N 4<sup>th</sup> Street  
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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24.2  
Canceling Original Sheet No. 24.2

### TRANSPORTATION SERVICE Rates 81 and 82

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3. MULTIPLE SERVICES THROUGH ONE METER:
  - a. In the event customer desires firm sales service in addition to gas transportation service, customer shall request such firm volume requirements, and upon approval by Company, such firm volume requirements shall be set forth in a firm service agreement. For billing purposes, the level of volumes so specified or the actual volume used, whichever is lower shall be billed at Rate 70. Volumes delivered in excess of such firm volumes shall be billed at the applicable gas transportation rate. Customer has the option to install at their expense, piping necessary for separate measurement of sales and transportation volumes.
  - b. The customer shall pay, in addition to charges specified in the applicable gas transportation rate schedule, charges under all other applicable rate schedules for any service in addition to that provided herein (irrespective of whether the customer receives only gas transportation service in any billing period).
4. PRIORITY OF SERVICE – Company shall have the right to curtail or interrupt deliveries without being required to give previous notice of intention to curtail or interrupt, whenever, in its judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of Rate 100, §V.10.
5. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken above that received on customer's behalf, shall be billed at the Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas), plus either an amount equal to any penalty payments or overrun charges the Company is required to make to its interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24.3  
Canceling Original Sheet No. 24.3

### TRANSPORTATION SERVICE Rates 81 and 82

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customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.

6. CUSTOMER USE OF NON-DELIVERED VOLUMES - In the event the customer's gas is not being delivered to the receipt point for any reason and the customer continues to take gas, the customer shall be subject to any applicable penalties or charges set forth in Paragraph 9.b. Gas volumes supplied by Company will be charged at Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas). The Company is under no obligation to notify customer of non-delivered volumes.
7. REPLACEMENT OR SUPPLEMENTAL SALES SERVICE - In the event customer's transportation volumes are not available for any reason, customer may take interruptible sales service if such service is available. The availability of interruptible sales service shall be determined at the sole discretion of the Company.
8. ELECTION OF SERVICE – Prior to the initiation of service hereunder, the customer shall make an election of its requirements under each applicable rate schedule for the entire term of service. If mutually agreed to by Company and customer, the term of service may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under the appropriate sales rate schedule for the customer's operations.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge as specified in Rate 100, §V.17.

9. DAILY IMBALANCE:
  - a. To the extent practicable, customer and Company agree to the daily balancing of volumes of gas received and delivered on a thermal basis. Such balancing is subject to the customer's request and the Company's discretion to vary scheduled receipts and deliveries within existing Company operating limitations.

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400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24.4  
Canceling Original Sheet No. 24.4

### TRANSPORTATION SERVICE Rates 81 and 82

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- b. In the event that the deviation between scheduled daily volumes and actual daily volumes of gas used by customer causes the Company to incur any additional costs from interconnecting pipeline(s), customer shall be solely responsible for all such penalties, fines, fees or costs incurred. If more than one customer has caused the Company to incur these additional costs, all costs (excluding those associated with Company's firm deliveries) will be prorated to each customer based on the customer's over- or under-take as a percentage of the total.
  - c. The Company may waive any penalty associated with Company adjustments to end-use customer nominations in those instances where the Company, due to operating limitations, is required to adjust end-use transportation customer nominations and such Company adjustments create a penalty situation, or preclude a customer from correcting an imbalance which results in a penalty.
10. MONTHLY IMBALANCE – The customer's monthly imbalance is the difference between the amount of gas received by Company on customer's behalf and the customer's actual metered use. Monthly imbalances will not be carried forward to the next calendar month.
- a. Undertake Purchase Payment – If the monthly imbalance is due to more gas delivered on customer's behalf than the actual volumes used, Company shall pay customer an Undertake Purchase Payment in accordance with the following schedule:

% Monthly Imbalance	Undertake Purchase Rate
0 – 5%	100% Cash-out Mechanism
> 5 – 10%	85% Cash-out Mechanism
> 10 – 15%	70% Cash-out Mechanism
> 15 – 20%	60% Cash-out Mechanism
> 20%	50% Cash-out Mechanism

Where the Cash-out Mechanism is equal to the lesser of the Company's WACOG or the Index Price, as defined in Paragraph 9(c).

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 24.5

Canceling Original Sheet No. 24.5

### TRANSPORTATION SERVICE Rates 81 and 82

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- c. Overtake Charge – If the monthly imbalance is due to more gas actually used by the customer than volumes delivered on their behalf, customer shall pay Company an Overtake Charge in accordance with the following schedule:

% Monthly Imbalance	Overtake Charge Rate
0 – 5%	100% Cash-in Mechanism
> 5 – 10%	115% Cash-in Mechanism
> 10 – 15%	130% Cash-in Mechanism
> 15 – 20%	140% Cash-in Mechanism
> 20%	150% Cash-in Mechanism

Where the Cash-in Mechanism is equal to the greater of the Company's WACOG or the Index Price, as defined in Paragraph 9(c).

- c. The Index Price shall be the arithmetic average of the "Weekly Weighted Averages Prices" published by Gas Daily for CIG Rockies and Northern Ventura during the given month. The Company's WACOG (Weighted Average Cost of Gas) includes the commodity cost of gas and applicable transportation charges including the fuel cost of transportation.

#### 11. METERING REQUIREMENTS:

- a. Remote data acquisition equipment (telemetry equipment) required by the Company for a single customer installation for daily measurement will be purchased and installed by the Company prior to the initiation of service hereunder.
- b. Customer may be required, upon consultation with the Company, to contribute towards an additional metering equipment necessary for daily measurement by the Company, depending on the location of the customer to the Company's network facilities. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the Customer's responsibility. Any interruption in such services must be promptly.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24.6  
Canceling Original Sheet No. 24.6

### TRANSPORTATION SERVICE Rates 81 and 82

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remedied or service under this tariff will be suspended until satisfactory corrections have been made

- c. Consultation between the customer and the Company regarding telemetering requirements shall occur prior to execution of the required service agreement.

#### 12. DAILY NOMINATION REQUIREMENTS:

- a. Customer or customer's shipper or agent shall advise the Company's Gas Supply Department, via the Company's Electronic Bulletin Board in accordance with FERC timelines, of the dk requirements customer has requested to be delivered at each delivery point the following day. Customer's daily nomination shall be its best estimate of the expected utilization for the gas day. Unless other arrangements are made, customer will be required to nominate for the non-business days involved prior to weekends and holidays.
- b. All nominations should include shipper and/or agent defined begin and end dates. Shippers and/or agents may nominate for periods longer than 1 day, provided the nomination begin and end dates are within the term of the service agreement.
- c. The Company has the sole right to refuse receipt of any volumes which exceed the maximum daily contract quantity and at no time shall the Company be required to accept quantities of gas for a customer in excess of the quantities of gas to be delivered to customer.
- d. At no time shall Company have the responsibility to deliver gas in excess of customer's nomination.

13. WARRANTY – The customer, customer's agent, or customer's shipper warrants that it will have title to all gas it tenders or causes to be tendered to the Company, and such gas shall be free and clear of all liens and adverse claims and the customer, customer's agent, or customer's shipper shall indemnify the Company against all damages, costs, and expenses of any nature whatsoever arising from every claim against said gas.

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 24.7  
Canceling Original Sheet No. 24.7

### TRANSPORTATION SERVICE Rates 81 and 82

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14. FACILITY EXTENSIONS - If facilities are required in order to furnish gas transportation service, and those facilities are in addition to the facilities required to furnish firm gas service, the customer shall pay for those additional facilities and their installation in accordance with the Company's applicable natural gas extension policy. Company may remove such facilities when service hereunder is terminated.
15. PAYMENT – Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.11, or any amendments or alterations thereto.
16. BILLING ERROR – In the event an error is discovered in any bill that the Company renders to customer, such error shall be adjusted within a period not to exceed 6 months from the date the billing error is first discovered.
17. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for service hereunder.
18. The foregoing schedule is subject to Rates 100 through 124 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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*A Division of MDU Resources Group, Inc.*

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
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Reserved for Future Use

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400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

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Reserved for Future Use

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## **Tariffs Reflecting Proposed Changes**



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
Original Sheet No. 24

### TRANSPORTATION SERVICE Rates 81 and 82

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#### Availability:

This service is applicable for transportation of natural gas to customer's premise (metered at a single delivery point) through Company's distribution facilities. In order to obtain transportation service, customer must qualify under an applicable gas transportation service rate; meet the general terms and conditions of service provided hereunder; and enter into a gas transportation agreement upon request by the Company.

The transportation services are as follows:

#### Small Interruptible General Gas Transportation Service Rate 81:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed an input rate of 2,500,000 Btu per hour, metered at a single delivery point, whose average use of natural gas will not exceed 100,000 dk annually and who, absent the request for transportation service, are eligible for natural gas service, on an interruptible basis, pursuant to Company's effective Small Interruptible General Gas Service Rate 71.

Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

#### Large Interruptible General Gas Transportation Service Rate 82:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually metered at a single delivery point, and who, absent the request for transportation service, are eligible for natural gas service, on an interruptible basis, pursuant to Company's effective Large Interruptible General Gas Service Rate 85. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

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400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
8<sup>th</sup> Revised Sheet No. 24.1  
Canceling 7<sup>th</sup> Revised Sheet No. 24.1

### TRANSPORTATION SERVICE Rates 81 and 82

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#### Rate:

Under Rate 81 or 82, customer shall pay the applicable Basic Service Charge plus a negotiated rate not more than the maximum rate or less than the minimum rate specified below. In the event customer also takes service under Rate 71 or Rate 85, the Basic Service Charge applicable under Rate 81 or Rate 82 shall be waived.

#### Basic Service Charge:

Rate 81	\$175.00 per month
Rate 82	\$1,000.00 per month

	<u>Rate 81</u>	<u>Rate 82</u>
Maximum Rate per dk	\$0.668	\$0.297
Minimum Rate per dk	\$0.102	\$0.061
Balancing Charge per dk	<del>\$0.300</del>	<del>\$0.300</del>

#### Fuel Charge:

~~Applicable to all dk transported to customer located within the distribution system. Charge does not apply to transmission level customers. See Rate Summary Sheet for currently effect charge.~~

#### General Terms and Conditions:

1. **CRITERIA FOR SERVICE:** In order to receive the service, customer must qualify under one of the Company's applicable natural gas transportation service rates and comply with the general terms and conditions of the service provided herein. The customer is responsible for making all arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline(s).

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# Montana-Dakota Utilities Co.

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2. REQUEST FOR GAS TRANSPORTATION SERVICE:
  - a. To qualify for gas transportation service a customer must request the service pursuant to the provisions set forth herein. The service shall be provided only to the extent that the Company's existing operating capacity permits.
  - b. Requests for transportation service shall be considered in accordance with the provisions of Rate 100, §V.10.
3. MULTIPLE SERVICES THROUGH ONE METER:
  - a. In the event customer desires firm sales service in addition to gas transportation service, customer shall request such firm volume requirements, and upon approval by Company, such firm volume requirements shall be set forth in a firm service agreement. For billing purposes, the level of volumes so specified or the actual volume used, whichever is lower shall be billed at Rate 70. Volumes delivered in excess of such firm volumes shall be billed at the applicable gas transportation rate. Customer has the option to install at their expense, piping necessary for separate measurement of sales and transportation volumes.
  - b. The customer shall pay, in addition to charges specified in the applicable gas transportation rate schedule, charges under all other applicable rate schedules for any service in addition to that provided herein (irrespective of whether the customer receives only gas transportation service in any billing period).
4. PRIORITY OF SERVICE – Company shall have the right to curtail or interrupt deliveries without being required to give previous notice of intention to curtail or interrupt, whenever, in its judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of Rate 100, §V.10.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

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5. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken above that received on customer's behalf, shall be billed at the Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas), plus either an amount equal to any penalty payments or overrun charges the Company is required to make to its interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.

6. CUSTOMER USE OF NON-DELIVERED VOLUMES/PENALTY:

~~a. In the event customer uses more gas than is being delivered to the Company's interconnection with the delivering pipeline(s) (receipt point), customer shall pay an amount equal to any penalty payments or overrun charges the Company is required to make to its interconnecting pipeline(s) under the terms of its contract(s) resulting from such action by customer. In the event that more than one customer is obtaining gas from the same shipper and/or agent at the same receipt point, any payment or overrun penalties the Company is required to make shall be allocated on a pro rata basis among such customers on the basis of each customer's use of gas in excess of available volumes.~~

b. In the event the customer's gas is not being delivered to the receipt point for any reason and the customer continues to take gas, the customer shall be subject to any applicable penalties or charges set forth in Paragraph ~~69~~.ba. Gas volumes supplied by Company will be charged at Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas). The Company is under no obligation to notify customer of non-delivered volumes.

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~~e.~~ 7. REPLACEMENT OR SUPPLEMENTAL SALES SERVICE

~~-~~ In the event customer's transportation volumes are not available for any reason, customer may take interruptible sales service if such service is available. The availability of interruptible sales service shall be determined at the sole discretion of the Company.

~~7-8~~ ELECTION OF SERVICE – Prior to the initiation of service hereunder, the customer shall make an election of its requirements under each applicable rate schedule for the entire term of service. If mutually agreed to by Company and customer, the term of service may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under the appropriate sales rate schedule for the customer's operations.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge as specified in Rate 100, §V.17.

~~8-9~~ DAILY IMBALANCING:

a. To the extent practicable, customer and Company agree to the daily balancing of volumes of gas received and delivered on a thermal basis. Such balancing is subject to the customer's request and the Company's discretion to vary scheduled receipts and deliveries within existing Company operating limitations.

~~b.~~ In the event that the deviation between scheduled daily volumes and actual daily volumes of gas used by customer causes the Company to incur any additional costs from interconnecting pipeline(s), customer shall be solely responsible for all such penalties, fines, fees or costs incurred. If more than one customer has caused the Company to incur these additional costs, all costs (excluding those associated with Company's firm deliveries) will be prorated to each customer based on the customer's over- or under-take as a percentage of the total.

~~c.~~ Customer's nomination made to clear imbalances will be subject to the priority of service and allocation of capacity provisions set forth in Rate 100, §V.10 and the penalties for failure to curtail or interrupt use of gas set forth in Paragraph 5 of this rate schedule.

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~~d. Termination of the gas transportation service shall not relieve Company and customer of the obligation to correct any quantity imbalances hereunder or customer of the obligation to pay money due hereunder to Company.~~

ce. The Company may waive any penalty associated with Company adjustments to end-use customer nominations in those instances where the Company, due to operating limitations, is required to adjust end-use transportation customer nominations and such Company adjustments create a penalty situation, or preclude a customer from correcting an imbalance which results in a penalty.

910 MONTHLY IMBALANCE – The customer’s monthly imbalance is the difference between the amount of gas received by Company on customer’s behalf and the customer’s actual metered use. Monthly imbalances will not be carried forward to the next calendar month.

a. Undertake Purchase Payment – If the monthly imbalance is due to more gas delivered on customer’s behalf than the actual volumes used, Company shall pay customer an Undertake Purchase Payment in accordance with the following schedule:

<u>% Monthly Imbalance</u>	<u>Undertake Purchase Rate</u>
<u>0 – 5%</u>	<u>100% Cash-out Mechanism</u>
<u>&gt; 5 – 10%</u>	<u>85% Cash-out Mechanism</u>
<u>&gt; 10 – 15%</u>	<u>70% Cash-out Mechanism</u>
<u>&gt; 15 – 20%</u>	<u>60% Cash-out Mechanism</u>
<u>≥ 20%</u>	<u>50% Cash-out Mechanism</u>

Where the Cash-out Mechanism is equal to the lesser of the Company’s WACOG or the Index Price, as defined in Paragraph 9(c).

b. Overtake Charge – If the monthly imbalance is due to more gas actually used by the customer than volumes delivered on their behalf, customer

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shall pay Company an Overtake Charge in accordance with the following schedule:

<u>% Monthly Imbalance</u>	<u>Overtake Charge Rate</u>
<u>0 – 5%</u>	<u>100% Cash-in Mechanism</u>
<u>&gt; 5 – 10%</u>	<u>115% Cash-in Mechanism</u>
<u>&gt; 10 – 15%</u>	<u>130% Cash-in Mechanism</u>
<u>&gt; 15 – 20%</u>	<u>140% Cash-in Mechanism</u>
<u>&gt; 20%</u>	<u>150% Cash-in Mechanism</u>

Where the Cash-in Mechanism is equal to the greater of the Company's WACOG or the Index Price, as defined in Paragraph 9(c).

- c. The Index Price shall be the arithmetic average of the "Weekly Weighted Averages Prices" published by Gas Daily for CIG Rockies and Northern Ventura during the given month. The Company's WACOG (Weighted Average Cost of Gas) includes the commodity cost of gas and applicable transportation charges including the fuel cost of transportation. If, at the end of a billing month, the accumulated difference between actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer exceeds 4% of that month's scheduled receipts, resulting in a negative imbalance (i.e., deliveries exceed scheduled receipts), the customer will be assessed a balancing charge, set forth herein, on the imbalance exceeding 4%. If such imbalance is not eliminated by the end of the next monthly billing period, the customer shall then be billed, in addition to the applicable transportation rate;

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~~a penalty for the under nominated volume exceeding 4% at the Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas). The accumulated difference between the actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer will be adjusted for the volume on which a penalty was imposed.~~

~~If, at the end of a billing month, the accumulated difference between nominated (scheduled) receipts on behalf of such customer and actual gas deliveries to the customer exceeds 4% of that month's scheduled receipts resulting in a positive imbalance (i.e., scheduled receipts exceed deliveries), the customer will be assessed a balancing charge, set forth herein, on the imbalance exceeding 4%. If such imbalance is not eliminated by the end of the next monthly billing period, (1) the Company may adjust the volume of gas received on behalf of the customer so as to eliminate the prior period over nomination exceeding 4% up to 10% and (2) the Company shall retain the over nomination of gas exceeding 10% free and clear of any adverse claims relating thereto when such accumulated difference exceeds 50 dk. The accumulated difference between the actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer will be adjusted for the volume retained.~~

~~b. In the event customer's imbalance causes the Company to incur a balancing penalty from its interconnecting pipeline(s), customer shall pay any penalty payments or overrun charges the Company is required to make under the terms of its contract(s) with interconnecting pipeline(s) resulting from such action by customer. In the event that more than one customer is obtaining gas from the same shipper and/or agent at the~~

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### TRANSPORTATION SERVICE Rates 81 and 82

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~~same interconnection with a delivering pipeline, any payment or overrun penalties the Company is required to make shall be apportioned among such customers on the basis of each customer's contribution toward the imbalance.~~

~~9. NOMINATION VARIANCE CHARGE—The customer shall pay any payments the Company must make to its interconnecting pipeline(s), as a result of nomination variance penalties caused by customer's nomination variances. Such penalties will be allocated on the basis of each customer's contribution toward the nomination variance.~~

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2<sup>nd</sup> Revised Sheet No. 24.7

Canceling 1<sup>st</sup> Revised Sheet No. 24.7

### TRANSPORTATION SERVICE Rates 81 and 82

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110. **METERING REQUIREMENTS:**

- a. Remote data acquisition equipment (telemetry equipment) required by the Company for a single customer installation for daily measurement will be purchased and installed by the Company prior to the initiation of service hereunder. ~~The cost of the equipment and its installation shall be paid for by the customer. Such contribution in aid, as adjusted for federal and state income taxes, must be paid prior to the installation of such equipment unless otherwise agreed to by the Company. Such equipment will be maintained by the Company and will remain the sole property of the Company. Company may remove such equipment when service hereunder is terminated.~~
- b. Customer may be required, upon consultation with the Company, to contribute towards additional metering equipment necessary for daily measurement by the Company, depending on the location of the customer to the Company's network facilities. ~~The customer may be required to provide and maintain, at no cost to Company, the following: A 120 volt, 15 ampere, AC power supply; and an acceptable telephone service available at customer's meter location(s), and the services listed above shall be continuous, accessible to the Company, and be provided by the Customer at no cost to the Company. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the Customer's responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.~~

~~Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement. The telemetry requirement will be determined at the sole discretion of the Company based on customer requirements and locations.~~

- ~~c. The Company reserves the right to charge for each service call to investigate, repair, reprogram or reinstall the Company's telemetry~~

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
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~~equipment when the service call is the result of a failure or change in the communication or power source services described above or damage to Company's equipment.~~

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**Date Filed:** April 14, 2014

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**Issued By:** Tamie A Aberle  
Director – Regulatory Affairs

**Case No.:** PU-13-803



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124. DAILY NOMINATION REQUIREMENTS:
- a. Customer or customer's shipper or agent shall advise ~~the~~ Company's gas nominations center, by 11:30 a.m. Central Clock Time Gas Supply Department, via the Company's Electronic Bulletin Board in accordance with FERC timelines, of the dk requirements customer has requested to be delivered at each delivery point the following day. Customer's daily nomination shall be its best estimate of the expected utilization for the gas day. Unless other arrangements are made, customer will be required to nominate for the non-business days involved prior to weekends and holidays.
  - b. All nominations should include shipper and/or agent defined begin and end dates. Shippers and/or agents may nominate for periods longer than 1 day, provided the nomination begin and end dates are within the term of the service agreement.
  - c. The Company has the sole right to refuse receipt of any volumes which exceed the maximum daily contract quantity and at no time shall the Company be required to accept quantities of gas for a customer in excess of the quantities of gas to be delivered to customer. ~~If total nominated receipts exceed total deliveries at receipt points where more than one customer is receiving service, nominations will be allocated on a pro rata basis.~~
  - d. At no time shall Company have the responsibility to deliver gas in excess of customer's nomination.
  - e. ~~In the event that more than one customer is receiving gas from the same shipper and/or agent at the same receipt point, any reduction in nominated volumes will be allocated on a pro rata basis, unless Company and shipper(s) and/or agent(s) have agreed to a predetermined allocation procedure.~~

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### TRANSPORTATION SERVICE Rates 81 and 82

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132. WARRANTY – The customer, customer's agent, or customer's shipper warrants that it will have title to all gas it tenders or causes to be tendered to the Company, and such gas shall be free and clear of all liens and adverse claims and the customer, customer's agent, or customer's shipper shall indemnify the Company against all damages, costs, and expenses of any nature whatsoever arising from every claim against said gas.

143. FACILITY EXTENSIONS - If facilities are required in order to furnish gas transportation service, and those facilities are in addition to the facilities required to furnish firm gas service, the customer shall pay for those additional facilities and their installation in accordance with the Company's applicable natural gas extension policy. Company may remove such facilities when service hereunder is terminated.

154. PAYMENT – Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.11, or any amendments or alterations thereto.

165. BILLING ERROR – In the event an error is discovered in any bill that the Company renders to customer, such error shall be adjusted within a period not to exceed 6 months from the date the billing error is first discovered.

176. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for service hereunder.

187. The foregoing schedule is subject to Rates 100 through 124 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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# Exhibit 2

GAS TRANSPORTATION 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 \_\_\_\_\_ located at \_\_\_\_\_, hereinafter called "Customer".

Customer has entered into agreements to purchase natural gas and have that gas delivered to a "receipt point" using Shipper(s) as specified in attached Exhibit "A" as Shipper. Customer agrees to notify Company prior to any change in shipper(s) and further agrees to execute a new Exhibit "A" prior to change of event.

Customer and Company enter into this Gas Transportation Agreement to have said gas transported by Company from the "receipt point" to a "delivery point".

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

1.0 TERM. Transportation, deliveries and charges hereunder shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES. Delivery of natural gas under Small Interruptible General Gas Transportation Service Rate 81 or Large Interruptible General Gas Transportation Service Rate 82, by Company to Customer shall be at or near the points whose locations and maximum delivery quantity per day are described as follows. In the event said "Term of Rate", as specified in attached Exhibit "B", is not executed by both parties to this agreement, Customer agrees to pay Company the currently approved ceiling rate as specified under "Rate Schedule" below. Said "Term of Rate" shall not be executed for periods of less than 30 days.

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>
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2.1 DISPATCHING - Customer will adhere to gas dispatching policies and procedures, established by Company and posted on Company's web site, to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

4.0 RATE. The rates charged Customer shall be as specified in applicable Company tariffs as approved by the appropriate state utility regulatory agency.

The currently effective rates and General Provision tariffs are available on the Company's website and made a part hereof. Company shall have the right to modify the rates charged and the terms and conditions hereunder by making unilateral rate filings with the appropriate regulatory agency.

4.1 FIRM NATURAL GAS REQUIREMENTS. Customer agrees to accept service hereunder in accordance with Company's Rate 70, as specified in Exhibit "C" 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.

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 transportation 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

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

By: \_\_\_\_\_  
\*

By: \_\_\_\_\_  
Director - Region

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
\*

Title: \_\_\_\_\_

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

EXHIBIT "A"  
GAS TRANSPORTATION AGREEMENT

This document is an attachment to the Gas Transportation Agreement dated 9/1/2012 between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

This Exhibit "A" shall be in effect commencing on \_\_\_\_\_.

Customer's Total Interruptible Transportation Quantity: \_\_\_\_\_ dk per day.

The shipper(s) name is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer hereby authorizes Company to furnish the shipper any information relating to the volume and/or cost of natural gas furnished by Company for use by Customer. This authorization will remain in effect until a written notice is received from Customer.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CUSTOMER

By: \_\_\_\_\_

Representing

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: \_\_\_\_\_

Director - Region

EXHIBIT "C"  
REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Gas Transportation Agreement dated \_\_\_\_\_ between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

Daily Firm Service Requirements

January	_____	Dk/day
February	_____	Dk/day
March	_____	Dk/day
April	_____	Dk/day
May	_____	Dk/day
June	_____	Dk/day
July	_____	Dk/day
August	_____	Dk/day
September	_____	Dk/day
October	_____	Dk/day
November	_____	Dk/day
December	_____	Dk/day

I hereby request 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 \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Please print or type)

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

By: \_\_\_\_\_

Director - Region

**Gas Transportation Agreement  
Reflecting Proposed Changes**

GAS TRANSPORTATION 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 \_\_\_\_\_ located at \_\_\_\_\_, hereinafter called "Customer".

Customer has entered into agreements to purchase natural gas and have that gas delivered to a "receipt point" using Shipper(s) as specified in attached Exhibit "A" as Shipper. Customer agrees to notify Company prior to any change in shipper(s) and further agrees to execute a new Exhibit "A" prior to change of event.

Customer and Company enter into this Gas Transportation Agreement to have said gas transported by Company from the "receipt point" to a "delivery point".

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

1.0 TERM. Transportation, deliveries and charges hereunder shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES. Delivery of natural gas under Small Interruptible General Gas Transportation Service Rate 81 or Large Interruptible General Gas Transportation Service Rate 82, by Company to Customer shall be at or near the points whose locations and maximum delivery quantity per day are described as follows. In the event said "Term of Rate", as specified in attached Exhibit "B", is not executed by both parties to this agreement, Customer agrees to pay Company the currently approved ceiling rate as specified under "Rate Schedule" below. Said "Term of Rate" shall not be executed for periods of less than 30 days.

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>
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2.1 DISPATCHING - Customer will adhere to gas dispatching policies and procedures, established by Company and posted on Company's web site, 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. Company will test meter in accordance with applicable state utility rules and regulations. In addition, the parties agree to the following testing and corrective procedures:~~

~~2.2.1 CUSTOMER'S METER~~ -- Customer may install, operate and maintain at its sole expense, equipment for the purpose of measuring the amount of natural gas delivered over any measurement period (Customer meter), provided the equipment shall not interfere with such delivery or with the Company's meter.

~~2.2.2 ALTERNATIVE MEANS OF MEASUREMENT~~ -- In the event the Company's meter is out of service, measurement shall be determined by the following step process beginning with step "a" below:

- ~~a. Using the registration of the Customer's meter, if installed and accurately registering within two percent (2%) (either high or low); or~~
- ~~b. In the absence of accurate Customer metering, by making a calibration test or mathematical calculation, if the percentage of error is ascertainable; or~~
- ~~c. To the extent Customer's meter calibration test, or mathematical calculation described above cannot be utilized, by estimating by reference to quantities measured during periods under similar conditions when the Company's meter was registering accurately; or~~
- ~~d. To the extent the methods described above cannot be utilized, by estimating by reference to Customer's operating records for the period in question.~~

~~2.2.3 TESTING~~ -- The accuracy of the Company's electronic measurement device and the integrity of the meter shall be tested and calibrated in the presence of the Customer at a minimum of once each year. In addition, flow testing and calibration of the meter shall be performed in compliance with established Company policy for large meters at a minimum of once each five years. Company shall forward a copy of calibration documentation to Customer. In the event that either party notifies the other that it desires a test of the accuracy of its own or of the other party's meter, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. Notice shall be addressed to Company's Gas Superintendent at Company's Bismarck, ND Office and shall be in writing at least fourteen days in advance of said testing.

~~2.2.4 COSTS OF TESTING~~ -- Company shall bear the cost of the testing and any required adjustment of the Company's meter. In the event that Customer requests a testing of Company's meter at other than the specified intervals, Customer shall bear the cost of the testing unless such equipment is found to be inaccurate by greater than two percent (2%) (either high or low).

~~2.2.5 CORRECTIONS OF MEASURING EQUIPMENT~~ -- If, upon testing, the Company's meter is found to be accurate within two percent (2%) (either high or low) at a flow rate corresponding to the average hourly flow rate for natural gas supplied by Company to Customer for the period since the last preceding test, previous recordings of such equipment shall be considered accurate in computing deliveries of natural gas hereunder, but Company meter shall be promptly adjusted to record correctly to the extent possible. If, upon testing, Company's meter shall be found to be inaccurate by greater than two percent (2%) (either high or low) at a flow rate corresponding to the average hourly flow rate for natural gas supplied by company to Customer for the period since the last preceding test, then such Company meter shall be promptly adjusted to record properly, to the extent possible, and any previous recordings by such Company meter shall be corrected to zero error, to the extent possible, and Company shall promptly send to Customer a report based on such corrected recordings and a revised invoice based on corrected readings within thirty days. IF no reliable information exists as to when the Company meter became inaccurate, it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the testing date and the last previous date on which the Company meter was tested and found to be accurate or adjusted to be accurate.

~~2.2.6 MAINTENANCE~~ Each party shall have the right to be present whenever the other party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts its meter. Each party shall give timely notice to the other party in advance of taking any such actions. Notice shall be addressed to Company's Gas Superintendent at Company's Bismarck, ND Office. Each party shall give at least 24 hours notice to the other party prior to undertaking the above-described activity.

~~2.2.7 CHARGES, PENALTIES, COSTS, OR EXPENSES~~ To the extent that any penalties are incurred by Customer as a result of the inaccuracy of Company's meter greater than two percent (2%) (either high or low), Company shall be responsible for such penalties.

~~2.2.8 ELECTRONIC MEASUREMENT EQUIPMENT~~ The Company's electronic measurement equipment, used as a remote terminal unit for system operations, is excluded from the requirements of Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, and 2.2.7. The estimated cost of the installation of electronic measurement equipment in conjunction with this Agreement is PAID. Customer agrees to provide this amount to Company at the time this Agreement is returned to Company for execution by Company.

~~2.2.9 RECORD EXAMINATION~~ Customer shall have the right at all reasonable times to examine the books, records and charts of Company, for a two-year period subsequent to the issuance in writing of a dispute invoice, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this agreement.

### ~~3.0 DEFINITIONS.~~

~~Delivery Point~~ The point at which Customer assumes custody of the gas being transported. 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 transportation or retail natural gas service deemed necessary by Company.

~~Nomination~~ The daily volume, in dk, of natural gas requested by Customer for transportation and delivery to Customer at the delivery point over a 24-hour period commencing at 9:00 a.m. Central Clock Time each day.

~~Receipt Point~~ The intertie between Company and the interconnecting pipeline(s) at which point Company assumes custody of the gas being transported.

~~Shipper~~ The party with whom the pipeline has entered into a Service Agreement for transportation service.

4.0 RATE. The rates charged Customer shall be as specified in applicable Company tariffs as approved by the appropriate state utility regulatory agency.

The currently effective rates and General Provision tariffs are available on the Company's website are attached hereto and made a part hereof. Company shall have the right to modify the rates charged and the terms and conditions hereunder by making unilateral rate filings with the appropriate regulatory agency.

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

~~4.2 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.

~~4.3 REPLACEMENT OR SUPPLEMENTAL SALES SERVICE.~~ Interruptible retail gas may be available at this location during the time that this Agreement is in force. Customer may request that Company provide interruptible retail gas sales pursuant to Rate Schedule 71. Service under such rate is subject to the availability of capacity on Company's system and prior demands of customers served under Company's general service gas rates.

**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 transportation 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

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

By: \_\_\_\_\_  
\*

By: \_\_\_\_\_

Director - Region

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
\*

Title: \_\_\_\_\_

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

EXHIBIT "A"  
GAS TRANSPORTATION AGREEMENT

This document is an attachment to the Gas Transportation Agreement dated 9/1/2012 between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

This Exhibit "A" shall be in effect commencing on \_\_\_\_\_.

Customer's Total Interruptible Transportation Quantity: \_\_\_\_\_ dk per day.

The shipper(s) name is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer hereby authorizes Company to furnish the shipper any information relating to the volume and/or cost of natural gas furnished by Company for use by Customer. This authorization will remain in effect until a written notice is received from Customer.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CUSTOMER

By: \_\_\_\_\_

Representing

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: \_\_\_\_\_

Director - Region

EXHIBIT "C"  
REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Gas Transportation Agreement dated \_\_\_\_\_ between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

Daily Firm Service Requirements

January	_____	Dk/day
February	_____	Dk/day
March	_____	Dk/day
April	_____	Dk/day
May	_____	Dk/day
June	_____	Dk/day
July	_____	Dk/day
August	_____	Dk/day
September	_____	Dk/day
October	_____	Dk/day
November	_____	Dk/day
December	_____	Dk/day

I hereby request 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 \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Please print or type)

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

By: \_\_\_\_\_

Director - Region