

Montana-Dakota Utilities Co.  
North Dakota Gas Tariffs – Current



# 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

5<sup>th</sup> Revised Sheet No. 1

Canceling 4<sup>th</sup> Revised Sheet No. 1

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**Case No.:** PU-17-295



# 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  
3<sup>rd</sup> Revised Sheet No. 2  
Canceling 2<sup>nd</sup> Revised Sheet No. 2

### COMMUNITIES SERVED

#### NATURAL GAS SERVICE

##### Dakota Heartland Region

Apple Valley	Eldridge	Max	Steele
Barlow	Fort Totten	Medina	Surrey
Bismarck*	Garrison	Minot	Tappen
Burlington	Glen Ullin	New Rockford	Turtle Lake
Carrington	Grafton	New Salem	Underwood
Cavalier	Jamestown	Park River	Valley City
Cleveland	Langdon	Riverdale	Walhalla
Dawson	Lincoln	Ruthville	Washburn
Des Lacs	Linton	Sandborn	Wilton
Devils Lake	Mandan	Sheyenne	Locations near Hankinson/Fairmont

##### Badlands Region

Alexander	Gladstone	Palermo	Stanley
Arnegard	Golva	Ray	Taylor
Beach	Hebron	Regent	Tioga
Belfield	Killdeer	Rhame	Trenton
Berthold	Lefor	Richardton	Watford City
Bowman	Lignite	Ross	Wheelock
Dickinson*	Marmarth	Sentinel Butte	White Earth
East Fairview	Mott	Springbrook	Williston
Epping	New England	South Heart	

#### PROPANE SERVICE

##### Badlands Region

Hettinger

\*Designates Region Office

**Date Filed:** April 14, 2014

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Director – Regulatory Affairs

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



# Montana-Dakota Utilities Co.

A Subsidiary of MDU Resources Group, Inc.

400 N 4th Street

Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

186<sup>th</sup> Revised Sheet No. 3

Canceling 185<sup>th</sup> Revised Sheet No. 3

### RATE SUMMARY SHEET

Page 1 of 2

Rate Schedule	Sheet No.	Basic Service Charge	Distribution Delivery Charge	COG Items	Total Rate/ Dk
Residential Rate 60	4	\$0.6860 per day	\$0.000	\$3.240	\$3.240
Air Force Rate 64	7				
Minot Air Force Base		\$2,000.00 per month			
PAR Site		\$175.00 per month			
Firm Service			\$0.329	\$3.240	\$3.569
Interruptible Service - PAR			\$0.177	\$2.348	\$2.525
Interruptible Service - MAFB			\$0.177	\$2.152	\$2.329
Firm General Service Rate 70	13				
Meters rated < 500 cubic feet		\$0.70 per day			
Meters rated > 500 cubic feet		\$2.05 per day	\$0.811	\$3.240	\$4.051
Small Interruptible Gas Rate 71	14	\$190.00 per month	(Maximum) \$1.063	\$2.348	(Maximum) \$3.411
Optional Seasonal Gas Service Rate 72	15				
Meters rated < 500 cubic feet		\$0.70 per day			
Meters rated > 500 cubic feet		\$2.05 per day	\$0.811	\$1.751	\$2.562
Contracted Demand Service Rate 74	16		(Demand Charge)	(Capacity Charge)	\$10.680
Meters rated < 500 cubic feet		\$0.70 per day			
Meters rated > 500 cubic feet		\$2.05 per day	\$6.510	(COG/Dk)	\$1.911
Transportation Service	24				
Small Interruptible Rate 81		\$190.00 per month			
Maximum			\$0.668		\$0.668
Minimum			\$0.102		\$0.102
Large Interruptible Rate 82		\$1,500.00 per month			
Maximum			\$0.231		\$0.231
Minimum			\$0.061		\$0.061
Large Interruptible Gas Rate 85	27	\$1,500.00 per month	(Maximum) \$0.718	\$2.348	(Maximum) \$3.066
Residential Propane Rate 90	32	\$0.6860 per day	\$0.000	\$4.169	\$4.169
Firm General Propane Rate 92	34				
Meters rated < 500 cubic feet		\$0.70 per day			
Meters rated > 500 cubic feet		\$2.05 per day	\$0.811	\$4.169	\$4.980

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**Issued By:** Travis R. Jacobson  
Director - Regulatory Affairs

**Case No.:** PU-20-008



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4th Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
4<sup>th</sup> Revised Sheet No. 3.1  
Canceling 3<sup>rd</sup> Revised Sheet No. 3.1

### RATE SUMMARY SHEET

Page 2 of 2

Miscellaneous Charges	Amount
Late Payment	1% per month
Returned Check	\$15.00 per check
Reconnection charge after termination for nonpayment -During normal business hours -After normal business hours	See Rate 100 ¶21 Current service labor rate per hour
Reconnection charge after termination for causes defined in Rate 100 ¶22 -During normal business hours -After normal business hours	\$30.00 Current service labor rate per hour
Reconnection charge applicable to seasonal or temporary customers -During normal business hours -After normal business hours	Basic Service Charge applicable during the period while service was not being used. Minimum- \$30.00 Minimum- Current service labor rate per hour
Reconnection charge applicable to transportation customers when remote data acquisition equipment must be reinstalled	\$160.00

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Director - Regulatory Affairs

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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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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
12<sup>th</sup> Revised Sheet No. 4  
Canceling 11<sup>th</sup> Revised Sheet No. 4

### RESIDENTIAL GAS SERVICE Rate 60

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Page 1 of 1

#### Availability:

In all communities served for all domestic uses. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Basic Service Charge: \$0.6860 per day

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### General Terms and Conditions:

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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## State of North Dakota Gas Rate Schedule

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

### AIR FORCE Rate 64

Page 1 of 2

#### Availability:

Minot Air Force Base near Minot, North Dakota, and the Perimeter Acquisition Radar (PAR) Site, near Concrete, North Dakota. The Air Force shall make an election of its requirements under each available service and such requirements shall be set forth in a service agreement with the Company.

#### Rate:

##### Basic Service Charge:

Minot Air Force Base	\$2,000.00 per month
Perimeter Acquisition Radar (PAR) Site	\$175.00 per month

##### Distribution Delivery Charge:

Firm Service	\$.329 per dk
Interruptible Service	\$.177 per dk

##### Cost of Gas:

Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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# Montana-Dakota Utilities Co.

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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  
1<sup>st</sup> Revised Sheet No. 7.1  
Canceling Original Sheet No. 7.1

### AIR FORCE Rate 64

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Page 2 of 2

#### General Terms and Conditions:

1. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** – If the customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the Firm Service distribution delivery charge and cost of gas rates set forth above, 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.
2. **CONTRACT** – Terms of service other than the rate shall be specified in contracts between Minot Air Force Base, and PAR and the Company.
3. 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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<b>Date Filed:</b>	December 16, 2002	<b>Effective Date:</b>	Service rendered on and after December 12, 2002
<b>Issued By:</b>	Donald R. Ball Director of Regulatory Affairs	<b>Case No.:</b>	PU-399-02-183



# 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  
Original Sheet No. 8

### AIR FORCE Distribution System Rate 65

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Page 1 of 1

**Availability:**

Operation and maintenance of the Minot Air Force Base distribution system near Minot, North Dakota.

**Rate:**

Distribution System Operation and Maintenance Fee	\$35,500.00 per month (months 1-36) \$38,000.00 per month (month 37 forward)
Amortization of Purchase Price	\$(3,053.00) per month

**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.

**General Terms and Conditions:**

1. Terms of service including transition period fees shall be specified by contract between Minot Air Force Base and the Company.
2. The amortization on purchase price amount shall be a credit to the Minot Air Force Bill each month.
3. 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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**Date Filed:** November 3, 2006

**Effective Date:** October 1, 2008

**Issued By:** Donald R. Ball  
Vice President - Regulatory Affairs

**Case No.:** PU-06-470



# 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  
12<sup>th</sup> Revised Sheet No. 13  
Cancelling 11<sup>th</sup> Revised Sheet No. 13

### FIRM GENERAL GAS SERVICE Rate 70

Page 1 of 2

#### Availability:

In all communities served for all purposes except for resale. See Rate 100, §3, for definition on class of service.

#### Rate:

##### Basic Service Charge:

For customers with meters rated under  
500 cubic feet per hour

\$0.70 per day

For customers with meters rated over  
500 cubic feet per hour

\$2.05 per day

##### Distribution Delivery Charge:

\$0.811 per dk

##### Cost of Gas:

Determined Monthly- See  
Rate Summary Sheet for  
Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

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Director – Regulatory Affairs

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 13.1

Cancelling 1<sup>st</sup> Revised Sheet No. 13.1

### **FIRM GENERAL GAS SERVICE Rate 70**

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Page 2 of 2

#### **General Terms and Conditions:**

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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Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
12<sup>th</sup> Revised Sheet No. 14  
Canceling 11<sup>th</sup> Revised Sheet No. 14

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 1 of 3

#### Availability:

In all communities served for all interruptible 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 and whose use of natural gas will not exceed 100,000 dk annually. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 70. For interruptible purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

#### Rate:

Basic Service Charge:	\$190.00 per month	
Distribution Delivery Charge:	<u>Maximum</u> \$1.063 per dk	<u>Minimum</u> \$0.668 per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate	

The Distribution Delivery Charge shall be set forth in the service agreement required as provided in the General Terms and Conditions for service. Such rate, as adjusted to reflect changes in the Cost of Gas, shall apply for the term of the agreement regardless of a change in the rates set forth above.

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

6<sup>th</sup> Revised Sheet No. 14.1

Canceling 5<sup>th</sup> Revised Sheet No. 14.1

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 2 of 3

#### General Terms and Conditions:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. **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 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.
3. **AGREEMENT** – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

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Director – Regulatory Affairs

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

3<sup>rd</sup> Revised Sheet No. 14.2

Canceling 2<sup>nd</sup> Revised Sheet No. 14.2

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 3 of 3

4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer’s action.
5. METERING REQUIREMENTS –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.

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. 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.

6. 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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# Montana-Dakota Utilities Co.

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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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# 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

13<sup>th</sup> Revised Sheet No. 15

Cancelling 12<sup>th</sup> Revised Sheet No. 15

### OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

Page 1 of 2

#### Availability:

In all communities served for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

##### Basic Service Charge:

For customers with meters rated  
under 500 cubic feet per hour

\$0.70 per day

For customers with meters rated  
over 500 cubic feet per hour

\$2.05 per day

##### Distribution Delivery Charge:

\$0.811 per dk

##### Cost of Gas:

Winter- Service rendered October 1 through May 31

Determined Monthly-  
See Rate Summary  
Sheet for Current Rate

Summer- Service rendered June 1 through  
September 30

Determined Monthly-  
See Rate Summary  
Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 15.1

Cancelling 1<sup>st</sup> Revised Sheet No. 15.1

### **OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72**

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Page 2 of 2

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Optional Seasonal General Gas Service Rate 72 for a minimum of one year.
2. 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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400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
Original Sheet No. 16

### FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

Page 1 of 2

#### Availability:

In all communities served applicable to non-residential customers with standby natural gas generators and, available on an optional basis to, customers qualifying for service under the interruptible service tariffs that have requested, and received approval from the Company, for gas service under this rate.

#### Rate:

##### Basic Service Charge:

For customers with meters rated under 500 cubic feet per hour	\$0.70 per day
For customers with meters rated over 500 cubic feet per hour	\$2.05 per day

Distribution Demand Charge: \$6.51 per Dk per month of billing demand

Capacity Charge per  
Monthly Demand Dk: Determined Monthly – See Rate Summary  
Sheet for Current Rate

Cost of Gas –  
Commodity per Dk: Determined Monthly – See Rate Summary  
Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge, Distribution Demand Charge, and Capacity Charge.

#### 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.13, or any amendments or alterations thereto.

#### Determination of Monthly Billing Demand:

As specified in customer's contract. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

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

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NDPSC Volume 7  
Original Sheet No. 16.1

### FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

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#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The Cost of Gas component is subject to change on a monthly basis.

#### Metering Requirements:

1. Service provided for under tariff must be separately metered from customer's other gas services.
2. Remote data acquisition equipment (telemetry equipment) may be required by the Company for a single customer installation for daily measurement.
3. Customer may be required, upon consultation with the Company, to contribute towards any 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 remedied or service under this tariff will be suspended until satisfactory corrections have been made.
4. Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement.

#### General Terms and Conditions:

1. The customer agrees to contract for service under the Firm General Demand Rate 74 for a minimum period of one year.
2. The foregoing schedule is subject to Rates 100 through 124 and any amendments or alterations therefore or additional rules and regulations promulgated by the Company under the laws of the state.

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**Case No.:** PU-17-295



# 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. 17

### GWINNER PIPELINE CAPCACITY RESERVATION CHARGE Rate 75

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#### Availability:

To customers provided natural gas service either directly or through another connection with the Company's pipeline interconnecting with the Alliance Pipeline near Milnor, North Dakota and running through Ransom and Sargent Counties to the Bobcat Company's facility located near Gwinner, North Dakota (Gwinner Pipeline).

#### Applicability:

Customers requesting natural gas service where service must be provided off the Gwinner Pipeline shall contract for capacity required to serve their annual requirements. The Reservation Charge shall be in addition to all other charges applicable under the otherwise applicable rate schedule 60, 70, 71, 72, 81, 82 or 85.

#### Capacity Reservation Charge:

Residential Customers provided Service Under Rate 60	\$0.8712 per day
All other Customers	\$26.50 per maximum daily quantity reservation

#### Minimum Bill:

Capacity Reservation Charge.

#### 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.12, or any amendments or alterations thereto.

#### Determination of Monthly Billing Demand:

As specified in customer's contract except for residential customers that will be assessed the daily charge above. All other customers will specify a contract quantity based on the maximum daily quantity required. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

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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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
Original Sheet No. 17.1

### **GWINNER PIPELINE CAPACITY RESERVATION CHARGE Rate 75**

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Page 2 of 2

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Gwinner Pipeline Capacity Reservation Charge Rate 75 for a minimum period of one year.
2. Service under any other rate schedule is not available to customers served through the Gwinner Pipeline without a reservation for capacity on the Gwinner Pipeline.
3. Any main or service line extension necessary to provide service to the Customer shall be subject to the Firm Gas Service Extension Policy Rate 120 or Interruptible Service Extension Policy Rate 119.
4. The foregoing schedule is subject to the requirements set forth under the otherwise applicable rate schedule for natural gas service and Rates 100 through 124, including any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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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

## 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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Page 1 of 8

#### 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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# 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

11<sup>th</sup> Revised Sheet No. 24.1

Canceling 10<sup>th</sup> Revised Sheet No. 24.1

### TRANSPORTATION SERVICE Rates 81 and 82

Page 2 of 8

#### 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	\$190.00 per month
Rate 82	\$1,500.00 per month

	<u>Rate 81</u>	<u>Rate 82</u>
Maximum Rate per dk	\$0.668	\$0.231
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.11.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 24.2

Canceling 1<sup>st</sup> Revised Sheet No. 24.2

### TRANSPORTATION SERVICE Rates 81 and 82

Page 3 of 8

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.11.
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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# 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

2<sup>nd</sup> Revised Sheet No. 24.3

Canceling 1<sup>st</sup> Revised Sheet No. 24.3

### TRANSPORTATION SERVICE Rates 81 and 82

Page 4 of 8

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.20.

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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# 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

2<sup>nd</sup> Revised Sheet No. 24.4

Canceling 1<sup>st</sup> Revised 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 10(c).

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 24.5

Canceling 1<sup>st</sup> Revised 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 10(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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# 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

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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# 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

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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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.13, 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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# 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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1<sup>st</sup> Revised Sheet No. 24.8  
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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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## State of North Dakota Gas Rate Schedule

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

9<sup>th</sup> Revised Sheet No. 27

Canceling 8<sup>th</sup> Revised Sheet No. 27

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

Page 1 of 3

#### Availability:

In all communities served for all interruptible general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually as metered at a single delivery point. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 70. For interruption purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

This rate schedule shall not apply for service to U.S. Government installations, which are covered by separate special contracts.

The Company reserves the right to refuse the initiation of service under this rate schedule based on the availability of gas supply.

#### Rate:

Basic Service Charge:	\$1,500.00 per month	
Distribution Delivery Charge:	<u>Maximum</u> \$0.718 per dk	<u>Minimum</u> \$0.231 per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate	

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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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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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

4<sup>th</sup> Revised Sheet No. 27.1

Canceling 3<sup>rd</sup> Revised Sheet No. 27.1

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

Page 2 of 3

#### General Terms and Conditions:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. 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 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.
3. AGREEMENT – Customer will be required 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 90 days prior to the end of the initial term. Absent execution of 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 27.2

Canceling 1<sup>st</sup> Revised Sheet No. 27.2

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

Page 3 of 3

4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
5. METERING REQUIREMENTS –Remote data acquisition equipment (telemetering 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.

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. 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 telemetering requirements shall occur prior to execution of the required service agreement.

6. 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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# Montana-Dakota Utilities Co.

*A Division of MDU Resources Group, Inc.*

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Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 29

Canceling Original Sheet No. 29

### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

Page 1 of 2

#### Applicability:

This rate schedule represents a Distribution Delivery Stabilization Mechanism (DDSM) and specifies the procedure to be utilized to correct for the over/under collection of distribution delivery charge revenues due to weather fluctuations during the billing period from November 1 through May 1. Service provided under the Company's Firm General Service Rates 70 and 92 shall be subject to decreases or increases under the DDSM.

#### Distribution Delivery Stabilization Mechanism:

A DDSM will be determined for each customer taking service under Firm General Service Rates 70 and 92 beginning with the first billing cycle starting November 1 through the billing cycle ending May 1. The DDSM adjustment will be applied on a real-time basis as a surcharge or credit on all rate schedules to which the DDSM is applicable to the customers' bills issued each month during the weather adjustment period of November 1 through May 1.

#### DDSM Adjustment Calculation:

The DDSM Adjustment shall be determined for each customer taking service under Firm General Services Rate 70 or 92. In order to calculate the respective DDSM adjustment, the ratio of the normal HDDs as compared to the actual HDDs will be determined and multiplied by the temperature sensitive consumption per customer per HDD. The resulting product shall be multiplied by the applicable Distribution Delivery Charge rate per dk.

$$DDSM_i = R_i (DDF_i ((NDD-ADD)/ADD))$$

Where:

DDSM <sub>i</sub>	=	Distribution Delivery Stabilization Adjustment
i	=	Customer served under Rate Schedules 70 or 92
R <sub>i</sub>	=	Applicable Distribution Delivery Charge per dk
DDF <sub>i</sub>	=	Temperature sensitive use per customer
NDD	=	Normal degree days for the applicable bill cycle
ADD	=	Actual heating degree days for the applicable bill cycle

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

3<sup>rd</sup> Revised Sheet No. 29.1

Canceling 2<sup>nd</sup> Revised Sheet No. 29.1

### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

Page 2 of 2

#### Definitions:

Heating Degree Days	-	The deviation between the average daily temperatures and 60 degrees Fahrenheit.
Normal Degree Days	-	The heating degree days based on the 30-year average actual degree days.
Temperature Sensitive Use per Customer	-	Customer's actual use less the base use per customer per day, denoted below, multiplied by days in the billing period. Firm General Service Rate Code 700 = 0.03184 Firm General Service Rate Code 701 = 0.74281 Firm General Service Rate Code 920 = 0.01994 Firm General Service Rate Code 921 = 2.38427
Actual Degree Days	-	The actual degree days reported by the National Weather Service Stations for applicable service areas in North Dakota.

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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  
4<sup>th</sup> Revised Sheet No. 30  
Canceling 3<sup>rd</sup> Revised Sheet No. 30

### COST OF GAS – NATURAL GAS Rate 88

Page 1 of 6

#### 1. Applicability:

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of natural gas supply, (b) amortization of the Unrecovered Purchased Gas Cost Account and (c) grain drying margin sharing.

#### 2. Effective Date and Limitation on Adjustments:

- (a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.
- (b) Montana-Dakota shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least twenty-five (25) cents per dk. The adjustment to be effective October 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

- (a) The monthly COG shall reflect changes in Montana-Dakota's cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing. The cost of gas supply shall be the sum of all costs incurred in obtaining gas for general system supply. General system supply is defined as gas available for use by all customers served under retail sales rate schedules. The cost of gas supply shall include, but not be limited to, all demand, commodity, storage, gathering, and transportation charges incurred by Montana-Dakota for such gas supply, the overall rate of return on prepaid demand and commodity charges and gas storage balances required to maintain the system gas supply.
- (b) The COG shall be computed as follows:
  - (1) Demand costs shall include all annual gathering, transportation and storage demand charges at current rates.
  - (2) Commodity costs shall include all annual gathering, transportation and storage charges at current rates.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 30.1

Canceling 1<sup>st</sup> Revised Sheet No. 30.1

### COST OF GAS – NATURAL GAS Rate 88

Page 2 of 6

- (3) The gas commodity cost shall reflect all commodity related gas costs estimated to be in effect for the month the COG will be in effect and annual dk requirements.
- (4) The return on prepaid demand and commodity balances and storage balances shall be computed on an annual basis at the overall rate of return on rate base.

The cost per dk for the month is the sum of the above divided by annual, weather normalized dk deliveries adjusted to reflect losses.

(c) Monthly gas costs shall be calculated as follows:

- (1) Demand costs for firm customers shall be apportioned to all state jurisdictions served by Montana-Dakota on the basis of the overall ratio of each state's Maximum Daily Delivery Quantity (MDDQ).
- (2) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.
- (3) Demand costs for firm general contracted demand customers shall be stated on the incremental MDDQ basis.
- (4) All commodity costs and other costs associated with the acquisition of gas for general system supply shall be apportioned to each state on the basis of total dks sold in each state, regardless of the actual points of delivery of such gas.
- (5) The return requirement related to prepaid demand and commodity charges and gas storage balances shall be included on a per dk basis. The prepaid demand and storage balances shall be apportioned to all states on the basis of each state's MDDQ. The prepaid commodity charges shall be apportioned to all states on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen-month average balance and the currently authorized return on rate base.

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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

2<sup>nd</sup> Revised Sheet No. 30.2

Canceling 1<sup>st</sup> Revised Sheet No. 30.2

### **COST OF GAS – NATURAL GAS Rate 88**

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- (6) All costs related to specific end-use transactions shall not be included in the cost of gas supply determination but shall be directly billed to the customer(s) contracting for such service.
- (d) The COG shall be applied to each of Montana-Dakota's rate schedules recognizing differences among customer classes consistent with the cost of gas supply included in the applicable class sales rate.
- 4. Surcharge Adjustment:**
- (a) All sales rate schedules shall be subject to a Surcharge Adjustment to be effective on October 1 of each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Gas Cost Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.
- 5. Unrecovered Purchased Gas Account:**
- (a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:
- (1) Charges for gas supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).
  - (2) Amounts of increased/decreased charges for gas supplies, which were paid during any period after the effective date of the most recent general rate case, but not yet included in sales rates.
  - (3) Refunds received from supplier(s) with respect to gas supply.
  - (4) Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.
  - (5) Demand costs recovered from the firm general contracted demand and interruptible sales customers will be credited to the residential and firm general service customers.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 30.3

Canceling 1<sup>st</sup> Revised Sheet No. 30.3

### COST OF GAS – NATURAL GAS Rate 88

Page 4 of 6

- (b) (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1), (2), and (3) shall be calculated as follows:
- (i) Montana-Dakota shall first determine each month the unit cost for that month's natural gas supply as adjusted to levelize demand charges.  
  
Such adjustment to levelize supplier(s) demand charges shall be calculated as follows:  
  
The supplier's annual (calendar or fiscal) demand charges, which are payable in equal monthly payments shall be accumulated in a prepaid account (FERC Account 165). Each month a portion of such accumulated prepaid amount shall be amortized to cost of natural gas purchased (FERC Account 804). Such monthly amortization shall be based on a rate calculated by dividing the annual supplier(s) demand charges by projected annual natural gas sales units (calendar or fiscal, as appropriate). The resulting product shall then be multiplied by the projected natural gas unit sales for the current month. Such amount shall constitute the monthly amortization of prepaid supplier(s) demand charges to cost of natural gas supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for gas supply which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.
- (2) Montana-Dakota will calculate carrying charges on the amounts in Account 191 at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The amount to be included in Account 191 for carrying charges shall be determined as follows:

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

4<sup>th</sup> Revised Sheet No. 30.4

Canceling 3<sup>rd</sup> Revised Sheet No. 30.4

### **COST OF GAS – NATURAL GAS Rate 88**

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Each month, Account 191 shall be debited (if the balance in said account is a debit balance) and shall be credited (if the balance in said account is a credit balance) for a carrying charge; which shall be the product of (i) and (ii) below:

- (i) The balance in Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
- (ii) One-twelfth of the annual interest rate as set forth in this Subsection (b)(2). The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.

(c) Reduction of Amounts in Account 191:

- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
- (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1), (2), (3) and (5) and the amounts in the supplementary Account 191 specified in Subsection 5(a)(4).

#### **6. Grain Drying Margin Sharing Mechanism:**

At the time of each surcharge adjustment, pursuant to Paragraph 4, the Company will compute a credit to Rates 60, 70, 72, and 74 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

4<sup>th</sup> Revised Sheet No. 30.5

Canceling 3<sup>rd</sup> Revised Sheet No. 30.5

### **COST OF GAS – NATURAL GAS Rate 88**

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#### **7. Time and Manner of Filing:**

- (a) Montana-Dakota shall file to change the COG at least 20 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.
  
- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant pipeline tariff sheets supporting costs claimed.

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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  
12<sup>th</sup> Revised Sheet No. 32  
Canceling 11<sup>th</sup> Revised Sheet No. 32

### RESIDENTIAL PROPANE SERVICE Rate 90

Page 1 of 1

#### Availability:

For the community of Hettinger for all domestic purposes. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Basic Service Charge: \$0.6860 per day

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### General Terms and Conditions:

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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# 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

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### **RESIDENTIAL PROPANE SERVICE Rate 90**

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Reserved for Future Use

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
12<sup>th</sup> Revised Sheet No. 34  
Cancelling 11<sup>th</sup> Revised Sheet No. 34

### FIRM GENERAL PROPANE SERVICE Rate 92

Page 1 of 2

#### Availability:

For the community of Hettinger for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

##### Basic Service Charge:

For customers with meters rated  
under 500 cubic feet per hour \$0.70 per day

For customers with meters rated  
over 500 cubic feet per hour \$2.05 per day

Distribution Delivery Charge: \$0.811 per dk

Cost of Gas: Determined Monthly- See Rate  
Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of propane as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

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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

2<sup>nd</sup> Revised Sheet No. 34.1

Cancelling 1<sup>st</sup> Revised Sheet No. 34.1

### **FIRM GENERAL PROPANE SERVICE Rate 92**

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Page 2 of 2

#### **General Terms and Conditions:**

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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400 N 4<sup>th</sup> Street  
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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

4<sup>th</sup> Revised Sheet No. 41

Canceling 3<sup>rd</sup> Revised Sheet No. 41

### **COST OF GAS – PROPANE Rate 99**

Page 1 of 4

#### **1. Availability:**

This rate schedule constitutes a Cost of Gas (COG) provision and specifies the procedure to be utilized to adjust the rates for propane gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of propane supply, (b) amortization of the Unrecovered Purchased Cost of Gas Account and (c) grain drying margin sharing.

#### **2. Effective Date and Limitation on Adjustments:**

(a) The effective dates of the COG shall be service rendered on and after the first day of each month, unless the Commission shall otherwise order.

(b) Montana-Dakota shall file to reflect changes in its average cost of propane supply only when the amount of such change in COG is at least twenty-five (25) cents per dk. The adjustment to be effective May 1 shall be filed each year, regardless of the amount of the change.

#### **3. Cost of Gas:**

(a) The monthly COG shall reflect changes in Montana-Dakota's cost of propane supply as compared to the cost of propane supply approved in its most recent COG filing. The cost of propane supply shall include, but not be limited to, all commodity and transportation charges incurred by Montana-Dakota for such propane supply.

(b) The propane commodity cost shall reflect all commodity related propane costs estimated to be incurred for the month the COG will be in effect and estimated dk purchases.

The unit cost per dk for the month shall be the commodity costs divided by estimated dk purchases for the month.

#### **4. Surcharge Adjustment:**

All propane sales schedules shall be subject to a Surcharge Adjustment to be effective on May 1 each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Cost of Gas Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

3<sup>rd</sup> Revised Sheet No. 41.1

**COST OF GAS – PROPANE Rate 99**

Canceling 2<sup>nd</sup> Revised Sheet No. 41.1

Page 2 of 4

### 5. Unrecovered Purchased Gas Account:

(a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:

- (1) Charges for propane supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).
- (2) Amounts of increased/decreased charges for propane supplies that were paid during any period after the effective date of the most recent approved rates, but not yet included in propane sales rates.
- (3) Carrying charges or credits.

(b)

- (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1) and (2) shall be calculated as follows:
  - (i) Montana-Dakota shall first determine each month the unit cost for that month's propane supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for propane supply, which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each propane rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.

Montana-Dakota will calculate carrying charges on the amounts in Account 191 as follows:

Each month, Account 191 shall be debited (on a debit balance) or credited (on a credit balance) for a carrying charge, which shall be the product of (i) and (ii) below:

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

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Canceling 2<sup>nd</sup> Revised Sheet No. 41.2

### **COST OF GAS – PROPANE Rate 99**

Page 3 of 4

- (i) The balance on Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
  - (ii) One-twelfth of the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.
- (c) Reduction of Amounts in Account 191:
- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
  - (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1) and (2) and the amounts in the supplementary Account 191 specified in Subsection 5(b)(2)(ii).

#### **6. Grain Drying Margin Sharing Mechanism:**

At the time of each surcharge adjustment, pursuant to Paragraph 4 of Rate 88, the Company will compute a credit to Rates 90 and 92 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

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# Montana-Dakota Utilities Co.

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

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NDPSC Volume 7

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### **COST OF GAS – PROPANE Rate 99**

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#### **7. Time and Manner of Filing:**

- (a) Montana-Dakota shall file each COG at least 10 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.
- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant material supporting costs claimed.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
3<sup>rd</sup> Revised Sheet No. 42  
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## State of North Dakota Gas Rate Schedule

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4<sup>th</sup> Revised Sheet No. 42.1

Canceling 3<sup>rd</sup> Revised Sheet No. 42.1

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3<sup>rd</sup> Revised Sheet No. 42.2

Canceling 2<sup>nd</sup> Revised Sheet No. 42.2

### GENERAL PROVISIONS Rate 100

Page 3 of 20

#### I. **PURPOSE:**

These rules are intended to define good practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Public Service Commission of North Dakota and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

#### II. **DEFINITIONS:**

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

**AGENT** – The party authorized by the transportation service customer to act on that customer's behalf.

**APPLICANT** – A customer requesting Company to provide service.

**COMMISSION** – Public Service Commission of the State of North Dakota.

**COMPANY** – Montana-Dakota Utilities Co.

**COMPANY'S OPERATING CONVENIENCE** – The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company's operations. This does not refer to the customer's convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

**CURTAILMENT** – A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the Pipeline.

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A Division of MDU Resources Group, Inc.

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

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**CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly in these rules or in a rate schedule.

**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.

**EXCESS FLOW VALVE** – Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.

**GAS DAY** – Means a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

**INTERRUPTION** – A cessation of transportation or retail natural gas service deemed necessary by Company.

**NOMINATION** – The daily dk volume of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

**PIPELINE** – The transmission company(s) delivering natural gas into Company’s system.

**RATE** – Shall mean and include every compensation, charge, fare, toll, rental and classification, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

**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 services.

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#### III. CUSTOMER OBLIGATION:

1. APPLICATION FOR SERVICE – A customer desiring gas service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any person who uses gas service in the absence of application or contract shall be subject to the Company's rates, rules, and regulations and shall be responsible for payment of all service used.

Subject to rates, rules, and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

Any customer may be required to make a deposit as required by the Company.

2. SERVICE AVAILABILITY – Gas will normally be delivered at standard pressures of four to six ounces, dependent on the service territory where the gas service is being delivered. Delivery of gas service at pressures greater than the standard operating pressure may be available and will require a consultation with the Company to determine availability.
3. INPUT RATING – All new customers whose consumption of gas for any purpose will exceed an input of 2,500,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company's sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such

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equipment will conform to the Company's ability to adequately serve such installations with gas.

4. ACCESS TO CUSTOMER'S PREMISES – Company representatives, when properly identified, shall have access to customer's premises Monday through Friday, 8:00 a.m. to 5:00 p.m., unless an emergency requires access outside of these hours, for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incidental to the service.
5. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company's property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.
6. INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with Company's meters or other property or permit same to be done by other than the Company's authorized employees.
7. RELOCATED LINES - Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits.
8. NOTIFICATION OF LEAKS – The customer shall immediately notify the Company of any escape of gas in or about the customer's premises.
9. TERMINATION OF SERVICE – All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.

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- 10. 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.
- 11. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting Pipeline’s tariff.

#### IV. LIABILITY

- 1. CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.
- 2. CUSTOMER’S EQUIPMENT – Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer’s side of the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer’s side of the point of delivery.
- 3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company’s structures, equipment, lines, or devices on the customer’s premises, except loss, injuries, death, or damages resulting from the negligence of the Company.
- 4. INDEMNIFICATION – Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer’s negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all

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injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during term of service.

5. **FORCE MAJEURE** – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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 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 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 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, 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 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.

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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 authorization 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.

#### V. GENERAL TERMS AND CONDITIONS:

1. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for any service.
2. RATE OPTIONS – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer's load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.
3. RULES FOR APPLICATION OF GAS SERVICE:
  - (a) Residential gas service is available to any residential customer for domestic purposes only. Residential gas service is defined as service for general domestic household purposes in space occupied as living quarters, designed for occupancy by one family with separate cooking facilities. Typical service would include the following: separately metered units, such as single private residences, single apartments, mobile homes with separate meters and sorority and fraternity houses. In addition, auxiliary buildings on the same premise as the living quarters when used for residential purposes may be served on the residential rate. This is not an all-inclusive list.
  - (b) Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for nonresidential purposes.

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Typical service would include stores, offices, shops, restaurants, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty salons, master metered apartment houses, common areas of shopping malls or apartments (such as halls or basements), churches, elevators, schools and facilities located away from the home site. This is not an all-inclusive list.

- (c) The definitions above are based upon the supply of service to an entire premise through a single delivery and metering point. Separate supply for the same customer at other points of consumption may be separately metered and billed.
  - (d) If separate metering is not practical for a single unit (one premise) that is using gas for both domestic purposes and for conducting business (or for nonresidential purposes as defined herein), the customer will be billed under the predominate use policy. Under this policy, the customer's combined service is billed under the rate (Residential or Nonresidential) applicable to the type of service which constitutes 50% or more of the customer's total connected load.
  - (e) Other classes of service furnished by the Company shall be defined in applicable rate schedules or in rules and regulations pertaining thereto. Service to customers for which no specific rate schedule is applicable shall be billed on the Nonresidential rates.
4. DISPATCHING – Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.
  5. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES – The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280 – Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA

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501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.

6. CONSUMER DEPOSITS – The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with the following criteria:
  - (a) The amount of such deposit shall not exceed one and one-half times the estimated amount of one month’s average bill.
  - (b) The Company may accept in lieu of a cash deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is guaranteed. The term of such contract shall be indeterminate, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement of thirty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance, which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.

A deposit shall earn interest at the rate paid by the Bank of North Dakota on a six-month certificate of deposit as of the first business day of each year. Interest shall be credited to the customer’s account annually during the month of December.

Deposits with interest shall be refunded to customers at termination of service provided all billings for service have been paid. Deposits with interest will be refunded to all active customers, after the deposit has been held for twelve months, provided prompt payment record has been established.

7. METERING AND MEASUREMENT:
  - (a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both

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parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.

- (b) Interruptible sales and transportation service customers agree to provide the cost of the installation of remote data acquisition equipment; as required, to the Company before service is implemented as provided for in the applicable rate schedule.
  - (c) 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, provided the equipment shall not interfere with such delivery or with the Company's meter.
8. MEASUREMENT UNIT FOR BILLING PURPOSES – The measurement unit for billing purposes shall be one (1) decatherm (dk), unless otherwise specified. Billing will be calculated to the nearest one-tenth (1/10) dk. One dk equals 10 therms or 1,000,000 Btu's. Dk's shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of:
- (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and
  - (b) A Btu adjustment factor used to reflect the heating value of the gas delivered.
9. UNIT OF VOLUME FOR MEASUREMENT – The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods, in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or

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turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation. For handbilled accounts, application of supercompressibility factors will be waived on monthly-billed volumes of 250 dk or less.

Local sales base pressure is defined as four to six ounces (depending on service area) per square inch gauge pressure plus local average atmospheric pressure.

#### 10. BILLING ADJUSTMENTS –

- (a) In the event a customer's gas service bill is found in error resulting from a meter equipment failure, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (b) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as Residential Service Rates 60 or 90, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (c) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as non-residential (gas service provided under all rate schedules other than Rates 60 or 90), the Company may adjustment back and rebill the bills in error for a period not to exceed six years.
- (d) In the event a customer's gas service bill is found in error resulting in an overcharge, the Company may adjust back to the known date of error and

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refund the customer the amount of the overbilled for a period not to exceed six years from the date of payment.

11. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY – Priority of Service from Highest to Lowest:
- (a) Priority 1 – Firm sales services.
  - (b) Priority 2 – Small interruptible sales at the maximum rate on a pro rata basis.
  - (c) Priority 3 – Small interruptible sales at less than the maximum rate from the highest rate to the lowest rate on the pro rata basis where equal rates are applicable among customers.
  - (d) Priority 4 – Large interruptible sales at the maximum rate on a pro rata basis.
  - (e) Priority 5 – Small interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (f) Priority 6 – Large interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (g) Priority 7 – Gas scheduled to clear imbalances.

Montana-Dakota shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Montana-Dakota's system.

Montana-Dakota reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Montana-Dakota will reinstate sales and/or transportation of gas according to each customer's original priority.

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12. EXCESS FLOW VALVE – In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer’s request at a mutually agreeable date. The actual cost of the installation will be assessed to the customer.
13. LATE PAYMENT – Amounts billed will be considered past due if not paid by the due date shown on the bill. An amount equal to 1 percent per month will be applied to any past due balance, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer’s account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.
14. RETURNED CHECK CHARGE – A charge of \$15.00 will be collected by the Company for any check for any reason not honored by customer’s bank.
15. TAX CLAUSE –In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any sales, use or excise taxes, whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise, levied against or imposed upon the Company by any municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.

The charges to be added to the customer’s service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision or other entity imposing the tax.

16. UTILITY CUSTOMER SERVICES:
  - (a) The following services will be performed at no charge regardless of the time of performance:
    - (1) Fire and explosions calls.
    - (2) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.

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- (3) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.
- (4) Maintenance or repair of Company-owned facilities on the customer's premises.
- (4) Pilot relights necessary due to an interruption in gas service deemed to be the Company's responsibility.

(b) The following service calls will be performed at no charge during the Company's normal business hours:

- (1) Cut-ins and cut-outs.
- (2) High bills or inadequate service complaints.
- (3) Location of underground Company facilities for contractors, builders, plumbers, etc.

17. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS – For service requested by customers after the Company's normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday local time, a charge will be made for labor at standard overtime service rates.

Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.

To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

6<sup>th</sup> Revised Sheet No. 42.16

Canceling 5<sup>th</sup> Revised Sheet No. 42.16

### GENERAL PROVISIONS Rate 100

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18. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company’s Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

19. INSTALLING TEMPORARY METERING FACILITIES OR SERVICE – A customer requesting a temporary meter installation and service will be charged on the basis of direct costs incurred by the Company.

20. RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER – A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee as follows:

Residential - The Basic Service Charge applicable during the period service was not being used and a charge of \$30.00. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

Non-Residential – The Basic Service Charge applicable during the period while service was not being used. However, the reconnection charge applicable to seasonal business concerns such as irrigation, swimming facilities, grain drying and asphalt processing shall be the Basic Service Charge applicable during the period while service was not being used less the Distribution Delivery Charge revenue collected during the period in-service for usage above the annual authorized usage by rate class (Small Firm General = 188 dk; Large Firm General = 1272 dk; Small Firm General Propane = 173 dk; Large Firm General Propane = 2089 dk; and Small Interruptible = 6227 dk). A reconnection fee of \$30.00 will also apply to reconnections. The minimum will be based on standard overtime rates for reconnecting service occurring after normal business hours.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a minimum

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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

## State of North Dakota Gas Rate Schedule

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### GENERAL PROVISIONS Rate 100

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reconnection charge of \$160.00 whenever reinstallation of the required remote data acquisition equipment is necessary.

21. DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

The Company may collect a fee of \$30.00 before restoring gas service, which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

22. DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS – The Company reserves the right to discontinue service for any of the following reasons:

- (a) In the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (b) In the event of tampering with the equipment furnished and owned by the Company.

For violation of or noncompliance with the Company's rules on file with the Commission

- (c) For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.
- (d) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

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### GENERAL PROVISIONS Rate 100

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The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.

Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.

The Company may collect a reconnect fee of \$30.00 before restoring gas service, which has been disconnected for the above causes.

23. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company. Unauthorized service is also defined as reconnection of service that has been terminated, without the Company’s consent.

- (a) Examples of unauthorized use of service includes but is not limited to, tampering or unauthorized reconnection by the following methods:
  - (1) Bypass piping around meter.
  - (2) Bypass piping installed in place of meter.
  - (3) Meter reversed.
  - (4) Meter index disengaged or removed.
  - (3) Service or equipment tampered with or piping connected ahead of meter.
  - (4) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.
  - (5) Gas being used after service has been discontinued by the Company. Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.

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400 N 4<sup>th</sup> Street  
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Original Sheet No. 42.19

### GENERAL PROVISIONS Rate 100

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- (b) In the event that there has been unauthorized use of service, customer shall be charged for:
  - (1) Time, material and transportation costs used in investigation.
  - (2) Estimated charge for non-metered gas.
  - (3) On-premise time to correct situation.
  - (4) Any damage to Company property.
  - (5) All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company. A minimum fee of \$30.00 will apply.
  
- (c) Reconnection of Service:
 

Gas Service disconnected for any of the above reasons shall be reconnected after a customer has furnished satisfactory evidence of compliance with the Company's rules and conditions of service, and paid any service charges which are due, including:

  - (1) All delinquent bills, if any.
  - (2) The amount of any Company revenue loss attributable to said tampering.
  - (3) Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in number 20.b above.
  - (4) Reconnection fee applicable.
  - (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.

22. BILL DISCOUNT FOR QUALIFYING EMPLOYEES – A bill discount may be available for residential use only in a single family unit served by Montana-Dakota to qualifying retirees of MDU Resources and its subsidiaries. The bill shall be computed at applicable rate and the amount reduced by 33 1/3 percent.

23. SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:

- Rate 119 – Interruptible Gas Service Extension Policy
- Rate 120 – Firm Gas Service Extension Policy
- Rate 124 –Replacement, Relocation and Repair of Gas Service Lines

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# Montana-Dakota Utilities Co.

*A Division of MDU Resources Group, Inc.*

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## State of North Dakota Gas Rate Schedule

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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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
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### **GAS METER TESTING PROGRAM Rate 105**

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#### **Applicability:**

This rate schedule specifies the protocol to be followed for the testing of gas meters in compliance with Sections 69-09-01-14 and 69-09-01-16 of the North Dakota Century Code.

#### **Testing Process for New Meters**

1. Meter supplier(s) shall provide test data for all new meters.
2. A sampling of 5% of new meter lots received will be tested at full load and light load. If unsatisfactory, all meters in the shipment shall be tested, and repaired if necessary, or the shipment shall be returned to the manufacturer.

#### **Testing Process for Meters in Service**

1. This meter test schedule shall not apply to meters larger than 650 cubic feet per hour (cfh). Such meters shall be tested and adjusted or repaired, if necessary, at a periodic interval of at least once in ten years.
2. All active meters, 650 cfh and smaller, will be combined into a single random test program. The population of meters shall come from the states of North Dakota, Montana, South Dakota, and Wyoming.
3. At the time the random selection is made, meters more than ten years old and active meters that have not been tested in the last ten years will be placed into an installation class defined model installation date lot (lot) to be part of a random population for testing.
4. All active meters will be assigned to lots on the basis of installation date. Meters shall be divided into lots based on manufacturer, type, and last install date in five year groups. The minimum number of samples taken from each lot will be as specified by Military Standard 414, Sample Procedures and Tables for Inspection by Variables for Percent Defective, inspection level IV with specification limits of + 2.0%.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
Original Sheet No. 47.1

### **GAS METER TESTING PROGRAM Rate 105**

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5. The meters tested within the random test program will include meters selected via a computer generated random selection process and meters pulled from a customer's premise in correlation with service technicians being on-site for other service related work.
6. Lot acceptability will be determined by the standard deviation method based on single sample, double specification limit, variability unknown, for an acceptable quality level of 15%. The following actions will be taken based on the test results:
  - a. A meter for which the sample is satisfactory will remain in service.
  - b. A meter lot for which the sample fails may remain in service if it passed the previous year and if no more than 10% of the sample registers over 102%.
  - c. A meter lot for which the sample fails will be evaluated if the lot failed the previous year or if more than 10% of the sample registers over 102%
    - i. If evaluation determines the group is homogeneous, then the entire group will be removed.
    - ii. If group is not homogeneous and a subset of the group is found defective, that subset will be removed. Removal of a failed lot of meters or failed subset of lot will be removed from service for testing and repair within one year.

### **Reporting**

Montana-Dakota shall file reports of its meter test results by December 1 for the meter testing conducted between June 30 of the previous year and July 1.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 7

2<sup>nd</sup> Revised Sheet No. 61

Cancelling 1<sup>st</sup> Revised Sheet No. 61

### **INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119**

Page 1 of 2

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide interruptible sales or interruptible transportation service to customers is as follows:

1. Contribution

(a) Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), regulators, meters, any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for federal and state income taxes. Remote data acquisition equipment cost's shall be subject to the terms and conditions specified in the applicable interruptible service rate schedule.

(b) The contribution shall be made by:

- i. A one-time payment prior to construction or,
- ii. The customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the total contribution required prior to construction. Such bond, issued by a bonding company authorized to do business in the state, or letter of credit, shall be effective for a five-year period commencing at the plant in service date, and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists for the subject project, the surety shall pay the Company for such contribution requirement, or

(c) Upon Completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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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. 61.1

Canceling Original Sheet No. 61.1

### **INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119**

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#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the total of the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, Company shall refund the amount exceeding the revenue requirement on the following basis:
- i. Annually, beginning at the 2<sup>nd</sup> anniversary of the extension(s) in service date, the Company will refund to the customer, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
  - ii. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements based on the above calculation.
  - iii. No refunds will be made for amounts less than \$25.
- (b) Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.
- (c) No refund shall be made by the Company after the five-year refund period has expired, and in no case shall the refund, excluding interest, exceed the amount of contribution made by the customer.
- (d) The Company and customer may enter into a contract providing for a refund mechanism based on customer meeting identified minimums on the basis of specific extension characteristics.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 7  
1<sup>st</sup> Revised Sheet No. 62  
Canaling Original Sheet No. 62

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide firm sales service to customers is as follows:

#### (A) General Rules and Regulations Applicable to all Firm Service Extensions

1. An extension will be constructed without a contribution if the estimated capital expenditure is cost justified as defined in ¶A.3.
2. The Company may require customer or developer cost participation if the estimated capital expenditure is not cost justified.
3. The extension will be considered cost justified if the calculated maximum allowable investment equals or exceeds the estimated capital expenditure using the following formula:

Maximum Allowable Investment =

Annual Basic Service Charge + (Project Estimated 3<sup>rd</sup> Year Annual Dk x  
Distribution Delivery Charge)/LARR

where: LARR = Levelized Annual Revenue Requirement Factor of 13.807%

4. Cost of the extension shall include the gas main extension(s), valves, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs up to, and including, the riser.

The service line is that portion of the gas service extending from the gas main to the connection at the house regulator and/or meter.

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.

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# Montana-Dakota Utilities Co.

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NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 62.1

Canceling Original Sheet No. 62.1

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

No refund shall be made by Company after the five-year refund period and in no case shall the refund excluding interest, exceed the amount of the contribution.

7. The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within 12 months of such installation.

#### (B) Customer Extensions

Cost participation for extensions where customers will be immediately available for service is as follows:

##### 1. Contribution

- (a) When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with ¶ A.3.

- (b) The contribution shall be made by:

- i. A one-time payment prior to construction, or
- ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
- iii. A minimum annual charge set forth in an agreement between customer and Company, or
- iv. Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state,

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

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### **FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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or letter of credit, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.

- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- (d) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
- (e) The recalculated contribution requirement shall be collected from the new applicant(s).

#### 2. Refund

- (a) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements.
- (b) No refunds will be made until the new applicants begin taking service from the Company.

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## State of North Dakota Gas Rate Schedule

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Original Sheet No. 62.3

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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(c) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.

#### 3. Incremental Expansion Surcharge

(a) The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to a project consisting of 10 or more customers requesting service when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. If the Company and customers mutually agree that the project will be funded through a Surcharge, the project will be designated an expansion area and the Surcharge will be applicable to all connections within the expansion area. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with ¶A.3.

- i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
- ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
- iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement in a five-year period.

(b) The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.

(c) The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

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### **FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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- (d) The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

#### **(C) Developer Extensions**

Cost participation may be required for extensions such as a subdivision or a mobile home court, in which a developer is installing roads, utilizes, etc., before housing is built.

##### **1. Contribution**

- (a) When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with ¶A.3.
- (b) The contribution shall be made by:
- i. A one-time payment prior to construction, or
  - ii. Developer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state or, letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7  
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### **FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
- (b) The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Developers who have posted a bond, or a letter of credit will be notified of any reduction in surety requirements.
- (c) If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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## State of North Dakota Gas Rate Schedule

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### REPLACEMENT, RELOCATION AND REPAIR OF GAS SERVICE LINES Rate 124

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1. Where service line location changes are made due to building encroachments (a building is being constructed or is already located over a service line, etc.), the customer shall be charged for on the basis of direct costs incurred by the Company.
2. Whenever a service line is damaged by the customer or someone under the employ of the customer necessitating the service line to be either repaired or replaced in whole or in substantial part, such work shall be charged on a direct cost basis. If the damage was caused by independent contractors, not in the employ of the customer, the charges shall be billed directly to such contractor.
3. Service line changes necessary to increase the size and capacity of an existing service line because of increased demand shall be treated in accordance with the Firm Gas Service Extension Policy - Rate 120.

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Great Plains Natural Gas Co.  
North Dakota Gas Tariffs – Current



# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
4<sup>th</sup> Revised Sheet No. 1  
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Director – Regulatory Affairs

**Case No.:** PU-17-075 & PU-17-490



**GREAT PLAINS NATURAL GAS CO.**  
*A Division of Montana-Dakota Utilities Co.*

**State of North Dakota  
 Gas Rate Schedule**

NDPSC Volume 2

168<sup>th</sup> Revised Sheet No. 1.1

**RATE SUMMARY SHEET**

Canceling 167<sup>th</sup> Revised Sheet No.1.1

Page 1 of 1

Rate Schedule	Sheet No.	Basic Service Charge	Distribution Delivery Charge	COG Items	Total Rate/dk
Firm Gas Service - General Rate 65	2	\$3.50 per month	First 10 dk \$1.0720 Over 10 dk 0.8220	\$2.3219	\$3.3939 3.1439
Interruptible Gas Service - General Rate 71	3	\$3.50 per month	(Maximum) First 400 dk \$1.0160 Next 2,600 dk 0.7675 Over 3,000 dk 0.6140	\$2.0610	(Maximum) \$3.0770 2.8285 2.6750
Transportation Service Rate 80	5	\$3.50 per month	(Maximum) First 400 dk \$1.0160 Next 2,600 dk 0.7675 Over 3,000 dk 0.6140		(Maximum) \$1.0160 0.7675 0.6140

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 Director - Regulatory Affairs

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
3<sup>rd</sup> Revised Sheet No. 2  
Canceling 2<sup>nd</sup> Revised Sheet No. 2

### FIRM GAS SERVICE – GENERAL Rate 65

Page 1 of 1

#### Availability:

Service under this schedule is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. See Rate 100 §III.2 for availability of firm gas service. Service under this rate shall not be subject to curtailment or interruption.

#### Rate:

Basic Service Charge:		\$3.50 per month
Distribution Delivery Charge:		
First	10 dk/month	\$1.072 per dk
Excess of	10 dk/month	\$0.822 per dk
Cost of Gas:		Determined Monthly – See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in the Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### 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.13, or any amendments or alterations thereto.

#### General Terms and Conditions:

The foregoing schedule is subject to Rates 100 through 106 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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Director – Regulatory Affairs

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
3<sup>rd</sup> Revised Sheet No. 3  
Canceling 2<sup>nd</sup> Revised Sheet No. 3

### INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71

Page 1 of 3

#### Availability:

Service under this schedule is available on an interruptible basis to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk and who have satisfied Great Plains Natural Gas Co. of their ability and willingness to discontinue the use of said gas during the period of curtailment or interruption, by the use of standby facilities or suffering plant shut-down. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in firm service agreement. The firm service volumes are subject to available capacity. Customer's firm load shall be billed at Firm Gas Service – General Rate 65. For interruptible purposes, the maximum daily firm requirements shall be set forth in the firm service agreement.

#### Rate:

Basic Service Charge:		\$3.50 per month	
Distribution Delivery Charge:		Maximum	Minimum
First	400 dk/month	\$1.0160 per dk	\$0.130 per Dk
Next	2,600 dk/month	\$0.7675 per dk	\$0.130 per Dk
Excess of	3,000 dk/month	\$0.6140 per dk	\$0.130 per Dk
Cost of Gas:		Determined Monthly – See Rate Summary Sheet for Current Rate	

#### Minimum Bill:

Basic Service Charge

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in the Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### 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.13, or any amendments or alterations thereto.

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# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
2<sup>nd</sup> Revised Sheet No. 3.1  
Canceling 1<sup>st</sup> Revised Sheet No. 3.1

### INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71

Page 2 of 3

#### General Terms and Conditions:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rate, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. **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 shall be billed at the Firm Gas Service – General Rate 65 (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.
3. **AGREEMENT** – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations.

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# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 3.2  
Canceling Original Sheet No. 3.2

### **INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71**

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Page 3 of 3

Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline(s) caused by customer's action.

5. **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 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 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.

6. The foregoing schedule is subject to Rates 100 through 106 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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Director – Regulatory Affairs

**Case No.:** PU-17-075 & PU-17-490



# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
2<sup>nd</sup> Revised Sheet No. 5  
Cancelling 1<sup>st</sup> Revised Sheet No. 5

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

Page 1 of 8

#### Availability:

Service under this rate schedule is available on an interruptible basis to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk and who have satisfied Great Plains Natural Gas Co. of their ability and willingness to discontinue the use of said gas during the period of curtailment or interruption, by the use of standby facilities or suffering plant shut-down. This service is applicable for transportation of natural gas to customer's premise (metered at a single delivery point) through the Company's distribution facilities. To obtain transportation service, a customer must meet the general terms and conditions of service provided hereunder and enter into a gas transportation agreement upon request of the Company.

#### Rate:

Basic Service Charge:		\$3.50 per month	
Distribution Delivery Charge:		Maximum	Minimum
First	400 dk/month	\$1.0160 per dk	\$0.130 per Dk
Next	2,600 dk/month	\$0.7675 per dk	\$0.130 per Dk
Excess of	3,000 dk/month	\$0.6140 per dk	\$0.130 per Dk

Customers shall pay Basic Service Charge plus a negotiated rate not to exceed the maximum rate or less than the minimum rate specified above.

#### Minimum Bill:

Basic Service Charge

#### 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.13, or any amendments or alterations thereto.

#### General Terms and Conditions:

1. CRITERIA FOR SERVICE: In order to receive transportation service, customer must qualify under the Company's applicable natural gas transportation service rate 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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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 5.1  
Canceling Original Sheet No. 5.1

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

Page 2 of 8

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.11.
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 under the Firm Gas Service – General Rate 65 (distribution delivery charge and cost of gas). 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.11.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2

2<sup>nd</sup> Revised Sheet No. 5.2

Cancelling 1<sup>st</sup> Revised Sheet No. 5.2

### **INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80**

Page 3 of 8

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 Gas Service – General Rate 65 (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. 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 6.a. Gas volumes supplied by Company will be charged at the Firm Gas Service – General Rate 65 (distribution delivery charge and cost of gas). The Company is under no obligation to notify customer of non-delivered volumes.
  
  - c. In the event customer’s transportation volumes are not available for any reason, customer may take interruptible sales service if such service is

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 5.3  
Canceling Original Sheet No. 5.3

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

Page 4 of 8

available. The availability of interruptible sales service shall be determined at the sole discretion of the Company.

- 7. 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.18.

- 8. DAILY IMBALANCE – 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.

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.

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.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 5.4  
Canceling Original Sheet No. 5.4

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

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9. 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).

b. 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

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2

2<sup>nd</sup> Revised Sheet No. 5.5

Cancelling 1<sup>st</sup> Revised Sheet No. 5.5

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

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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 Average Prices" published by Gas Daily for Emerson, Manitoba 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.

#### 10. 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 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 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.

#### 11. DAILY NOMINATION REQUIREMENTS:

- a. Customer or customer's shipper or agent shall advise Company's Gas Supply Department, via the Company's Electronic Bulletin Board in accordance with FERC time lines, of the dk requirements customer has requested to be delivered at each delivery point the following day.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 5.6  
Canceling Original Sheet No. 5.6

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

Page 7 of 8

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.
12. **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.
13. **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.

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# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 5.7  
Canceling Original Sheet No. 5.7

### **INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80**

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Page 8 of 8

14. 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.13, or any amendments or alterations thereto.
15. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for service hereunder.
16. The foregoing schedule is subject to Rates 100 through 106 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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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
3<sup>rd</sup> Revised Sheet No. 7  
Canceling 2<sup>nd</sup> Revised Sheet No. 7

### COST OF GAS – NATURAL GAS RATE 88

Page 1 of 2

#### 1. Applicability:

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under Great Plains rate schedules in order to reflect: (a) changes in Great Plains' average cost of natural gas supply and (b) amortization of the Gas Cost Reconciliation account.

#### 2. Effective Date and Limitation on Adjustments:

- (a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.
- (b) Great Plains shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least \$0.25 per dk. The adjustment to be effective June 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

- (a) The monthly COG shall reflect changes in Great Plains' cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing.
- (b) Firm Demand - The average cost of demand for Firm Gas Sales shall be computed on the basis of current pipeline rates and contract demand divided by twelve month weather normalized sales volumes applicable for the entire Great Plains' gas system.
- (c) Gas Commodity - The average weighted commodity cost, including transportation and other costs associated with the acquisition of gas, from all suppliers for the month the COG will be in effect.
- (d) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.

#### 4. Gas Cost Reconciliation (GCR)

- (a) For each twelve-month period ending April 30, a Gas Cost Reconciliation (GCR) will be calculated for each class set forth above. The GCR will be added to each customer class' cost of gas supply for the twelve-month period effective June 1 of each year. This adjustment shall include:

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# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 2  
Original Sheet No. 7.1

### **COST OF GAS – NATURAL GAS RATE 88**

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Page 2 of 2

1. The balance in the (over) under recovered gas cost account as of April 30.
  2. The difference between actual and recovered gas costs for each customer class for the twelve months ending April 30. The amount may be an under recovery or (over) recovery.
  3. Demand costs recovered from the interruptible sales customers will be credited to the firm general service customers.
  4. Any refunds from suppliers of gas or pipeline services.
  5. Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.
- (b) The resulting balance is divided by the projected dk sales for the next twelve months. The GCR adjustment shall be applied to the customers' monthly billings commencing on June 1 and remain in effective for a twelve (12) month period.

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

**Case No.:** PU-17-075 & PU-17-490



# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 9  
Canceling Original Sheet No. 9

### GENERAL TERMS AND CONDITIONS Rate 100

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Director – Regulatory Affairs

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

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#### I. PURPOSE:

These rules are intended to define good practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Public Service Commission of North Dakota and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

#### II. DEFINITIONS:

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

AGENT – The party authorized by the transportation service customer to act on that customer’s behalf.

APPLICANT – A customer requesting Company to provide service.

COMMISSION – Public Service Commission of the State of North Dakota.

COMPANY – Great Plains Natural Gas Co.

COMPANY’S OPERATING CONVENIENCE – The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company’s operations. This does not refer to the customer’s convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations or similar requirements of public authorities.

CURTAILMENT – A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the pipeline.

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**CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly provided in these rules or in a rate schedule.

**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.

**EXCESS FLOW VALVE** - Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.

**GAS DAY** – Means a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

**INTERRUPTIBLE CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency that will cease the use of natural gas or transportation service when deemed necessary by Company.

**INTERRUPTION** – A cessation of transportation or retail natural gas service deemed necessary by Company.

**NOMINATION** – The daily volume of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

**PIPELINE** – The transmission company(s) delivering natural gas into Company’s system.

**RATE** – Shall mean and include every compensation, charge, fare, toll, rental and classification, or any of them, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

**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 services.

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#### III. CUSTOMER OBLIGATIONS:

1. **APPLICATION FOR SERVICE** – A customer desiring gas service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any customer who uses gas service in the absence of application or contract shall be subject to the Company's rates, rules and regulations and shall be responsible for payment of all service used.

Subject to rates, rules and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

2. **INPUT RATING** – All new customers whose consumption of gas for any purpose will exceed an input of 2,000,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company's sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such equipment will conform to the Company's ability to adequately serve such installations with gas.
3. **ACCESS TO CUSTOMER'S PREMISES** – Company representatives, when properly identified, shall have access to customer's premises 8 a.m. to 5 p.m. Monday – Friday unless an emergency situation requires access outside of these hours for the purpose of reading meters, making repairs, making inspections, removing the Company's property or for any other purpose incidental to the service.

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4. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company’s property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.
5. INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with Company’s meters or other property or permit same to be done by other than the Company’s authorized employees.
6. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and there is a building encroachment(s) over gas facilities, the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements.
7. NOTIFICATION OF LEAKS – The customer shall immediately notify the Company at its office of any escape of gas in or about the customer’s premises.
8. TERMINATION OF SERVICE – All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.
9. 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.
10. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting pipeline’s tariff.

#### IV. LIABILITY:

1. CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.

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2. CUSTOMER'S EQUIPMENT – Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on customer's side of the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues, and appliances on the customer's side of the point of delivery.
3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, lines, appliances or devices on the customer's premises, except loss, injuries, death or damages resulting from the negligence of the Company.
4. INDEMNIFICATION – Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer's negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during the term of service.
5. FORCE MAJEURE – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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 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 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

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possession by an event of force majeure, the obligations of the parties 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, 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 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 authorization 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.

#### V. TERMS AND CONDITIONS:

1. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for any service.
2. RATE OPTIONS – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer’s load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a

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court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.

3. SERVICE FACILITIES ON CUSTOMER PREMISES – The Company shall furnish, own, and maintain all material and equipment to the outlet side of the meter on the customer’s premises. Customer shall pay an installment or connection charge based upon the following rates:

(a) New Service Line Construction:

- (1) Minimum connecting charge, per meter, covering the cost of service connection, general inspection, and gas turn-on and payable at the time of sign-up is \$25.00 for customers with gas input loads up to 400,000 Btu/hour; \$50.00 for customers with gas input loads above 400,000 Btu/hour and \$100.00 for interruptible customers.
- (2) Service line installation charges shall be based upon the lesser of the Company’s labor and material rates or the current cost per foot.

Length of service line shall be determined by measurement made from customer’s property line to stop value on the service riser.

(b) Additional meters to existing service lines and inactive line connections:

A \$25.00 connection charge covering the cost of service connection, general inspection, and gas turn-on will be collected at time of application from each individual requesting an additional meter to an existing service line or connection to an inactive line.

(c) Relocation of Existing Meters and Service Lines:

When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and material rates.

4. TEMPORARY SERVICE – At the discretion of the Company, temporary service may be rendered to a customer’s premise. The Company may require the customer to bear the cost of installing and removing the service

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in excess of any salvage realized. Advance installation payment may be required prior to installing the service.

The customer shall pay the regular rates applicable to the class of service rendered.

5. DISPATCHING – Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.
6. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES – The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280 – Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA 501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.
7. CONSUMER DEPOSITS – The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with Commission rules.
  - (a) The amount of such deposit shall not exceed one and one-half times the estimated amount of one month’s average bill.
  - (b) The Company may accept in lieu of a cash deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is guaranteed. The term of such contract shall be indeterminate, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement of thirty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance, which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.

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A deposit shall earn interest at the rate paid by the Bank of North Dakota on a six-month certificate of deposit as of the first business day of each year. Interest shall be credited to the customer's account annually during the month of December.

Deposits with interest shall be refunded to customers at termination of service provided all billings for service have been paid. Deposits with interest will be refunded to all active customers, after the deposit has been held for twelve months, provided prompt payment record has been established.

8. **METERING AND MEASUREMENT-**

(a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.

(b) Interruptible sales and transportation service customers agree to provide the cost of the installation of remote data acquisition equipment; as required, to the Company before service is implemented as provided in the applicable rate schedule.

9. **MEASUREMENT UNIT FOR BILLING PURPOSES** – The measurement unit for billing purposes shall be (1) dekatherm (dk), unless otherwise specified. One dk equals 10 therms or 1,000,000 Btu's. Dk shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of: (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and (b) a Btu adjustment factor used to reflect the heating value of the gas delivered.

10. **UNIT OF VOLUME FOR MEASUREMENT** – The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods,

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in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation.

Local sales base pressure is defined as five ounces per square inch gauge pressure plus local average atmospheric pressure.

- 11. PRIORITY OF SERVICE – Priority of Service from Highest to Lowest:
  - (a) Priority 1 – Firm sales services.
  - (b) Priority 2 – Interruptible sales and interruptible transportation services.
  - (c) Gas scheduled to clear imbalances.

Company shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Company system.

Company reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Company will reinstate sales and/or transportation of gas according to each customer's original priority.

- 12. EXCESS FLOW VALVES – In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer's request at a mutually agreeable date. The actual cost of the installation will be assessed to the customer.

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- 13. LATE PAYMENT – Amounts billed will be considered past due if not paid by the due date shown on the bill, or 22 days from date of bill. An amount equal to 1 1/3% per month will be applied to any unpaid balance if not paid by the due date, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer’s account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.
- 14. RETURNED CHECK CHARGE – A charge of \$15.00 will be collected by the Company for each check charged back to the Company by a bank.
- 15. TAX CLAUSE – In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any sales, use or excise taxes, whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise, levied against or imposed upon the Company by any municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.

The charges to be added to the customer’s service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision or other entity imposing the tax.

- 16. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS  
For service requested by customers after the Company’s normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday local time, a charge will be made for labor at standard overtime service rates.

Customers requesting service after the Company’s normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.

To ensure the Company can service the customer during normal business hours, the customer’s call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that overtime service rates will apply if service is required that day

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and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

17. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company’s Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

18. RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER  
A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee of \$30.00.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a minimum reconnection charge of \$160.00 whenever reinstallation of the required remote data acquisition equipment is necessary.

19. DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

The Company may collect a fee of \$30.00 before restoring gas service, which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. on a regular work day, customers will be advised that overtime service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

20. DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS – The Company reserves the right to discontinue service for any of the following reasons:

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- (a) In the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (b) In the event of tampering with the equipment furnished and owned by the Company.
- (c) For violation of or noncompliance with the Company's rules on file with the Commission.
- (d) For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.
- (e) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.

Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.

The Company may collect a reconnect fee of \$30.00 before restoring gas service, which has been disconnected for the above causes.

- 21. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company. Unauthorized service is also defined as reconnection of service that has been terminated, without the Company's consent.

- (a) Examples of unauthorized use of service include the following, but are not limited to:

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 9.15  
Canceling Original Sheet No. 9.15

### GENERAL TERMS AND CONDITIONS Rate 100

Page 16 of 17

- (1) Bypass piping around meter.
  - (2) Bypass piping installed in place of meter.
  - (3) Meter reversed.
  - (4) Meter index disengaged or removed.
  - (5) Service or equipment tampered with or piping connected ahead of meter.
  - (6) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.
  - (7) Gas being used after service has been discontinued by the Company.
  - (8) Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.
- (b) In the event that there has been unauthorized use of service, customer shall be charged for:
- (1) Time, material and transportation costs used in investigation.
  - (2) Estimated charge for non-metered gas.
  - (3) On-premise time to correct situation.
  - (4) Any damage to Company property.
  - (5) All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company. A minimum fee of \$30.00 will apply.
- (c) Customer service so disconnected shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid all charges as hereinafter set forth in this procedure.
- (1) All delinquent bills, if any.
  - (2) The amount of any Company revenue loss attributable to said tampering.
  - (3) Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in number 21.b above.
  - (4) Reconnection fee equal to the Company's minimum service charge.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 9.16

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### GENERAL TERMS AND CONDITIONS Rate 100

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- (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.

22. BILLING ADJUSTMENTS –

- (a) In the event a customer’s gas service bill is found in error resulting from a meter equipment failure, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (b) In the event a customer’s gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service was provided under Rate 65, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (c) In the event a customer’s gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where service was provided under an interruptible service schedule, the Company may adjustment back and rebill the bills in error for a period not to exceed six years.
- (d) In the event a customer’s gas service bill is found in error resulting in an overcharge, the Company may adjust back to the known date of error and refund the customer the amount of the overbilled.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
1<sup>st</sup> Revised Sheet No. 10  
Canceling Original Sheet No. 10

### GAS METER TESTING PROGRAM Rate 101

Page 1 of 2

#### Applicability:

This rate schedule specifies the protocol to be followed for the testing of gas meters in compliance with Sections 69-09-01-14 and 69-09-01-16 of the North Dakota Century Code.

#### Testing Process for New Meters

1. Meter supplier(s) shall provide test data for all meters.
2. A sampling of 5% of new meter lots received will be tested at full load and light load. If unsatisfactory, all meters in the shipment shall be tested, and repaired if necessary, or shipment shall be returned to the manufacturer.

#### Testing Process for Meters in Service:

1. This meter test schedule shall not apply to meters larger than 650 cubic feet per hour (cfh). Such meters shall be tested and adjusted or repaired, if necessary, at a periodic interval of at least once in ten years.
2. All active meters, 650 cfh and smaller will be combined into a single random test program. Great Plains meters shall be combined with Montana-Dakota Utilities Co. meters for purposes of random sample testing only.
3. At the time the random selection is made, meters more than ten years old and active meters that have not been tested in the last ten years will be placed into an installation class defined model installation date lot to be part of a random population for testing.
4. All active meters rated at 650 CFH and smaller, will be assigned to lots on the basis of installation date. Meters shall be divided into lots based on manufacturer, type, and last install date in five year groups. The minimum number of samples taken from each lot will be as specified by Military Standard 414, Sample Procedures and Tables for Inspection by Variables for Percent Defective, inspection level IV with specification limits of +2.0%.
5. The meters tested within the random test program will include meters selected via a computer generated random selection process and meters pulled from a customer's premise in correlation with service technicians being on-site for other service related work.
6. Lot acceptability will be determined by the standard deviation method based on single sample, double specification limit, variability unknown, for an acceptable

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2

1<sup>st</sup> Revised Sheet No. 10.1

Canceling Original Sheet No. 10.1

### **GAS METER TESTING PROGRAM Rate 101**

Page 2 of 2

quality level of 15%. The following actions will be taken based on the test results:

- a. A meter for which the sample is satisfactory will remain in service.
- b. A meter lot for which the sample fails may remain in service if it passed the previous year and if no more than 10% of the sample registers over 102%.
- c. A meter lot for which the sample fails will be evaluated if the lot failed the previous year or if more than 10% if the sample registers over 102%
  - i. If evaluation determines the group is homogeneous, then the entire group will be removed.
  - ii. If group is not homogeneous and a subset of the group is found defective, the subset will be removed. Removal of a failed lot of meters or failed subset of lot will be removed from service for testing and repair within one year.

#### **Reporting:**

Great Plains shall file reports of its meter test results by December 15 for the meter testing conducted for the previous calendar year.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 11

### FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105

Page 1 of 4

The Company will install gas main extensions using the following guidelines applicable to firm gas main extensions:

- a) The term "main" refers to the facilities that are typically constructed from a border station or regulator station with no particular terminus at a building or structure. Mains are normally installed in streets, alleys, dedicated public ways or dedicated utility easements.
- b) Customer refers to customer ultimately taking natural gas service or a developer request to provide natural gas service to residential customers.
- c) Cost Participation. Cost participation for firm gas extensions shall be determined as follows:
  - i) Extensions 95 Feet or Less – The Company will extend a gas main up to, but not to exceed, 95 feet per home projected to be connected within twelve (12) months from the start of construction where natural gas is the primary fuel used for space heating.
  - ii) Extensions over 95 Feet or where natural gas is not the primary fuel used for space heating – The Company may require cost participation if the estimated capital expenditure is not cost justified. The extension will be considered cost justified if the calculated Maximum Allowable Investment equals or exceeds the estimated capital expenditures using the following formula:

Maximum Allowable Investment (MAI) =

Annual Basic Service Charge +

(3rd Year Estimated Dk x Distribution Delivery Charge)/LARR

Where: LARR = 11.626%

The LARR, defined as the Levelized Annual Revenue Requirement Factor, is the annual rate required to recover the present value of a project over the life of a project.

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# GREAT PLAINS NATURAL GAS CO.

*A Division of Montana-Dakota Utilities Co.*

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 11.1

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### FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105

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- d) Cost of the extension shall include the gas main extension(s), valves, service line(s), cathodic protection equipment, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.
- e) Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer.
- f) Contributions. In the event the extension is not cost justified, the customer(s) shall pay the Company the portion of the capital expenditures not cost justified. The extension will proceed if the customer:
  - i) Pays in advance to the Company the excess amount not cost justified in cash, or
  - ii) Agrees to pay a special monthly charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or
  - iii) Agrees to pay annually a specified minimum charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or
  - iv) Agrees to a combination of above methods, or
  - v) Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 11.2

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### FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105

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- vi) Upon completion of the project, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- vii) If within the five year period from the extension(s) in service date, the number of active customers and related volumes exceeds the projections used to determine MAI, the Company shall re-compute the contribution requirement by recalculating the MAI.
- viii) The recalculated contribution requirement shall be collected from the new applicant(s).
- g) Refunds. Contributions for gas main extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension as additional customers are connected to the particular main extension for which the advance was made.
  - i) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements.
  - ii) No refunds will be made until the new applicants begin taking service from the Company.
  - iii) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.
  - iv) No refund shall be made by Company after the five-year refund period and in no event shall the refund exceed the amount of the contribution.
- h) The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within twelve (12) months of such installation.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 11.3

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### FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105

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- i) Firm Gas Service Line Extensions:  
The Company shall install gas service lines using the following general rules and regulations applicable to all firm gas service line extensions:
  - i) The term “service line” refers to facilities that are constructed from a main to the final terminus at a building or structure.
  - ii) The Company shall furnish, own, and maintain all material and equipment to the outlet side of the meter on the customer’s premise(s).
  - iii) The Company will extend a service line to serve customer(s) where natural gas is the primary fuel used for space heating without charge up to, but not to exceed, 65 feet. The length of the service line shall be determined by measurement from the customer’s property line to the stop valve on the service riser.
  - iv) If the additional service line required is beyond 65 feet or natural gas is not the primary fuel used for space heating, the Company may require cost participation if the estimated capital expenditure is not cost justified. The service line extension will be considered cost justified if the calculated MAI equals or exceeds the estimated capital expenditures using the MAI formula provided in ¶ c.ii.
  - v) Where cost participation is required, such extension is subject to execution of the Company’s standard agreement for extensions by the customer.
  - vi) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and materials rates.

A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$25.00 per meter for customers with gas input loads up to 400,000 BTU/hour; and \$50.00 per meter for customers with gas input loads above 400,000 BTU/hour.

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
Original Sheet No. 12

### **INTERRUPTIBLE GAS MAIN AND SERVICE LINE EXTENSIONS POLICY Rate 106**

Page 1 of 2

The Company will install gas main and service line extensions using the following guidelines:

- a) Contribution. Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), cathodic protection equipment, regulators, meters (excluding remote data acquisition equipment), any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for applicable federal and state income taxes.
  - i) The extension will proceed if the customer:
    - (1) Pays in advance to the Company the total cost of construction, or
    - (2) Customer may post a bond or irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.
  - ii) Upon completion of the construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
  - iii) Remote data acquisition equipment costs shall be subject to the terms and conditions specified in the Company's Interruptible Gas Transportation Rates.
- b) Refund. Contributions for gas main and service line extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension.
  - i) If within the five-year period from the extension(s) in service date, the total of

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

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Original Sheet No. 12.1

### **INTERRUPTIBLE GAS MAIN AND SERVICE LINE EXTENSIONS POLICY Rate 106**

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the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, the Company shall refund the amount exceeding the revenue requirement on the following basis:

- (1) Annually, beginning at the second (2nd) anniversary of the extension(s) in service date, the Company will refund to the customer, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
  - (2) Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements based on the above calculation.
  - (3) No refund shall be made by Company after the five-year refund period and in no event shall the refund exceed the amount of the contribution.
- ii) If within the five-year period from the extension(s) in service date, additional customers (firm or interruptible) are connected to an interruptible customer's main extension, the Company shall (1) determine the pro rata cost share applicable to the other customer (2) reduce the original customer's contribution requirement by the pro rata cost attributed to the new customer and (3) calculate an MAI for a firm customer through the process described in Rate 105 ¶ c.ii or collect the full amount for an interruptible customer. The amount collected will be subject to the applicable refund provisions for the remainder of the refund period.
- c) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and material rates.
  - d) A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$100.00 for interruptible customers.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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Original Sheet No. 1

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# Montana-Dakota Utilities Co.

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### COMMUNITIES SERVED

#### NATURAL GAS SERVICE

##### Dakota Heartland Region

Apple Valley	Eldridge	Max	Steele
Barlow	Fort Totten	Medina	Surrey
Bismarck*	Garrison	Milnor	Tappen
Burlington	Glen Ullin	Minot	Turtle Lake
Carrington	Grafton	New Rockford	Underwood
Cavalier	Gwinner	New Salem	Valley City
Cleveland	Jamestown	Park River	Walhalla
Dawson	Langdon	Riverdale	Washburn
Des Lacs	Lincoln	Ruthville	Wahpeton
Devils Lake	Linton	Sandborn	Wilton
	Mandan	Sheyenne	Locations near Hankinson/Fairmont

##### Badlands Region

Alexander	Gladstone	Palermo	Stanley
Arnegard	Golva	Ray	Taylor
Beach	Hebron	Regent	Tioga
Belfield	Killdeer	Rhame	Trenton
Berthold	Lefor	Richardton	Watford City
Bowman	Lignite	Ross	Wheelock
Dickinson*	Marmarth	Sentinel Butte	White Earth
East Fairview	Mott	Springbrook	Williston
Epping	New England	South Heart	

#### PROPANE SERVICE

##### Badlands Region

Hettinger

\*Designates Region Office

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### RATE SUMMARY SHEET

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Rate Schedule	Sheet No.	Basic Service Charge	Distribution Delivery Charge	Rates 88 & 99 Cost of Gas	Total Rate/ Dk
Residential Rate 60	4	\$0.8919 per day	\$0.000		
Air Force Rate 64	7				
Minot Air Force Base		\$2,000.00 per month			
PAR Site		\$175.00 per month			
Firm Service			\$0.428		
Interruptible Service - PAR			\$0.242		
Interruptible Service - MAFB			\$0.242		
Firm General Service Rate 70	13				
Meters rated < 500 cubic feet		\$0.75 per day	\$1.116		
Meters rated > 500 cubic feet		\$2.13 per day	\$0.887		
			(Maximum)		(Maximum)
Small Interruptible Gas Rate 71	14	\$450.00 per month	\$0.556		
Optional Seasonal Gas Rate 72	15				
Meters rated < 500 cubic feet		\$0.75 per day	\$1.116		
Meters rated > 500 cubic feet		\$2.13 per day	\$0.887		
Contracted Demand Service Rate 74	17		(Demand Charge)	(Capacity Charge)	
Meters rated < 500 cubic feet		\$0.75 per day			
Meters rated > 500 cubic feet		\$2.13 per day	\$8.000	(COG/Dk)	
Transportation Service	24				
Small Interruptible Rate 81		\$450.00 per month			
Maximum			\$0.556		
Minimum			\$0.102		
Large Interruptible Rate 82		\$1,600.00 per month			
Maximum			\$0.239		
Minimum			\$0.061		
			(Maximum)		(Maximum)
Large Interruptible Gas Rate 85	27	\$1,600.00 per month	\$0.239		
Residential Propane Rate 90	32	\$0.8919 per day	\$0.000		
Firm General Propane Rate 92	34				
Meters rated < 500 cubic feet		\$0.75 per day	\$1.116		
Meters rated > 500 cubic feet		\$2.13 per day	\$0.887		

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 3.1

### RATE SUMMARY SHEET

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Rate Schedule - Phase I	Sheet No.	Basic Service Charge	Distribution Delivery Charge	Rate 89 Cost of Gas	Total Rate/ Dk
Residential Wahpeton Rate 63	6	\$0.250 per day	\$1.028		
Firm General Wahpeton Rate 73	16				
Meters rated < 500 cubic feet		\$0.250 per day	\$1.028		
Meters rated > 500 cubic feet		\$0.250 per day	\$1.028		
Small Interruptible Gas Wahpeton Rate 76	19	\$180.00 per month	(Maximum) \$0.670		(Maximum)
Transportation Service Wahpeton	26				
Small Interruptible Rate 83		\$180.00 per month			
Maximum			\$0.670		
Minimum			\$0.130		
Large Interruptible Rate 84		\$180.00 per month			
Maximum			\$0.670		
Minimum			\$0.130		
Large Interruptible Gas Wahpeton Rate 86	28	\$180.00 per month	(Maximum) \$0.670		(Maximum)

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# Montana-Dakota Utilities Co.

400 N 4th Street  
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## State of North Dakota Gas Rate Schedule

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Original Sheet No. 3.2

### RATE SUMMARY SHEET

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Miscellaneous Charges	Amount
Late Payment	1% per month
Returned Check	\$15.00 per check
Manual Meter Reading Change	\$26.05 per month
Reconnection charge after termination for nonpayment -During normal business hours -After normal business hours	See Rate 100 paragraph 22 Current service labor rate per hour
Reconnection charge after termination for causes defined in Rate 100 paragraph 22 -During normal business hours -After normal business hours	\$30.00 Current service labor rate per hour
Reconnection charge applicable to seasonal or temporary customers -During normal business hours -After normal business hours	Minimum- \$30.00 (See rate 100 § V 21) Minimum- Current service labor rate per hour
Reconnection charge applicable to transportation customers when remote data acquisition equipment must be reinstalled	\$160.00

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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Original Sheet No. 4

### RESIDENTIAL GAS SERVICE Rate 60

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Page 1 of 1

**Availability:**

In all communities served, except for Wahpeton, for all domestic uses. See Rate 100, §V.3, for definition on class of service.

**Rate:**

Basic Service Charge: \$0.8919 per day

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

**Minimum Bill:**

Basic Service Charge.

**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.13, or any amendments or alterations thereto.

**Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

**General Terms and Conditions:**

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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**Date Filed:** August 26, 2020

**Effective Date:**

**Issued By:** Travis R. Jacobson  
Director - Regulatory Affairs

**Case No.:** PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 6

### RESIDENTIAL GAS SERVICE – WAHPETON Rate 63

Page 1 of 2

#### Availability:

Phase I Availability (*effective dates for Phase I*):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule to Montana-Dakota Utilities Co.'s Residential Gas Service – Wahpeton Rate 63. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule and is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Firm Gas Service".

Phase II Availability (*effective start date of Phase II*):

For the community of Wahpeton for all domestic uses. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Phase I:

Basic Service Charge: \$0.250 per day

Distribution Delivery Charge: \$1.028 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

Phase II:

Basic Service Charge: \$0.333 per day

Distribution Delivery Charge: \$0.649 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 6.1

### RESIDENTIAL GAS SERVICE – WAHPETON Rate 63

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Page 2 of 2

#### **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.13, or any amendments or alterations thereto.

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### **General Terms and Conditions:**

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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 7

### AIR FORCE Rate 64

Page 1 of 2

#### Availability:

Minot Air Force Base near Minot, North Dakota, and the Perimeter Acquisition Radar (PAR) Site, near Concrete, North Dakota. The Air Force shall make an election of its requirements under each available service and such requirements shall be set forth in a service agreement with the Company.

#### Rate:

##### Basic Service Charge:

Minot Air Force Base	\$2,000.00 per month
Perimeter Acquisition Radar (PAR) Site	\$175.00 per month

##### Distribution Delivery Charge:

Firm Service	\$0.428 per dk
Interruptible Service	\$0.242 per dk

##### Cost of Gas:

Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 7.1

### AIR FORCE Rate 64

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Page 2 of 2

#### General Terms and Conditions:

1. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** – If the customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the Firm Service distribution delivery charge and cost of gas rates set forth above, 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.
2. **CONTRACT** – Terms of service other than the rate shall be specified in contracts between Minot Air Force Base, and PAR and the Company.
3. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 8

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### AIR FORCE Distribution System Rate 65

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Page 1 of 1

**Availability:**

Operation and maintenance of the Minot Air Force Base distribution system near Minot, North Dakota.

**Rate:**

Distribution System Operation and Maintenance Fee	\$35,500.00 per month (months 1-36) \$38,000.00 per month (month 37 forward)
Amortization of Purchase Price	\$(3,053.00) per month

**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.13, or any amendments or alterations thereto.

**General Terms and Conditions:**

1. Terms of service including transition period fees shall be specified by contract between Minot Air Force Base and the Company.
2. The amortization on purchase price amount shall be a credit to the Minot Air Force Bill each month.
3. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 13

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### FIRM GENERAL GAS SERVICE Rate 70

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Page 1 of 2

#### Availability:

In all communities served, except for Wahpeton, for all purposes except for resale. See Rate 100, §3, for definition on class of service.

#### Rate:

For customers with meters rated  
under 500 cubic feet per hour

Basic Service Charge:	\$0.75 per day
Distribution Delivery Charge:	\$1.116 per dk

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge:	\$2.13 per day
Distribution Delivery Charge:	\$0.887 per dk

Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate
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#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 13.1

### FIRM GENERAL GAS SERVICE Rate 70

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Page 2 of 2

#### **General Terms and Conditions:**

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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 14

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 1 of 3

#### Availability:

In all communities served, except for Wahpeton, for all interruptible 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 and whose use of natural gas will not exceed 100,000 dk annually. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 70. For interruptible purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

#### Rate:

Basic Service Charge:	\$450.00 per month	
Distribution Delivery Charge:	<u>Maximum</u> \$0.556 per dk	<u>Minimum</u> \$0.103 per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate	

The Distribution Delivery Charge shall be set forth in the service agreement required as provided in the General Terms and Conditions for service. Such rate, as adjusted to reflect changes in the Cost of Gas, shall apply for the term of the agreement regardless of a change in the rates set forth above.

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

---

NDPSC Volume 8  
Original Sheet No. 14.1

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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Page 2 of 3

#### General Terms and Conditions:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. **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 shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding Basic Service Charge), 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.
3. **AGREEMENT** – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 14.2

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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Page 3 of 3

4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
  
5. **METERING REQUIREMENTS** –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.

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. 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.

6. 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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**Case No.:** PU-20-\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 15

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### OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

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Page 1 of 2

#### Availability:

In all communities served, except for Wahpeton, for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

For customers with meters rated  
under 500 cubic feet per hour

Basic Service Charge:	\$0.75 per day
Distribution Delivery Charge:	\$1.116 per dk

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge:	\$2.13 per day
Distribution Delivery Charge:	\$0.887 per dk

#### Cost of Gas:

Winter- Service rendered October 1 through May 31	Determined Monthly- See Rate Summary Sheet for Current Rate
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Summer- Service rendered June 1 through September 30	Determined Monthly- See Rate Summary Sheet for Current Rate
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#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 15.1

### OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

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Page 2 of 2

#### General Terms and Conditions:

1. The customer agrees to contract for service under the Optional Seasonal General Gas Service Rate 72 for a minimum of one year.
2. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 16

### FIRM GENERAL GAS SERVICE - WAHPETON Rate 73

Page 1 of 2

#### Availability:

Phase I Availability (*effective dates for Phase I*):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule to Montana-Dakota Utilities Co.'s Firm General Gas Service – Wahpeton Rate 73. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule and is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Firm Gas Service".

Phase II Availability (*effective start date of Phase II*):

For the community of Wahpeton for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Phase I:

For customers with meters rated  
under 500 cubic feet per hour

Basic Service Charge: \$0.250 per day  
Distribution Delivery Charge: \$1.028 per dk

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge: \$0.250 per day  
Distribution Delivery Charge: \$1.028 per dk

Cost of Gas: Determined Monthly- See Rate  
Summary Sheet for Current Rate

Phase II:

For customers with meters rated  
under 500 cubic feet per hour

Basic Service Charge: \$0.500 per day  
Distribution Delivery Charge: \$0.632 per dk

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 16.1

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### FIRM GENERAL GAS SERVICE - WAHPETON Rate 73

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Page 2 of 2

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge:	\$1.000 per day
Distribution Delivery Charge:	\$0.507 per dk

Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate
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#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### General Terms and Conditions:

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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 17

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### FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

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Page 1 of 2

#### Availability:

In all communities served, except for Wahpeton, applicable to non-residential customers with standby natural gas generators and, available on an optional basis to, customers qualifying for service under the interruptible service tariffs that have requested, and received approval from the Company, for gas service under this rate.

#### Rate:

##### Basic Service Charge:

For customers with meters rated under 500 cubic feet per hour	\$0.75 per day
For customers with meters rated over 500 cubic feet per hour	\$2.13 per day

Distribution Demand Charge: \$8.00 per dk per month of billing demand

Capacity Charge per Monthly Demand dk: Determined Monthly – See Rate Summary Sheet for Current Rate

Cost of Gas – Commodity per dk: Determined Monthly – See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge, Distribution Demand Charge, and Capacity Charge.

#### 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.13, or any amendments or alterations thereto.

#### Determination of Monthly Billing Demand:

As specified in customer's contract. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 17.1

### **FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74**

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Page 2 of 2

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The Cost of Gas component is subject to change on a monthly basis.

#### **Metering Requirements:**

1. Service provided for under tariff must be separately metered from customer's other gas services.
2. Remote data acquisition equipment (telemetry equipment) may be required by the Company for a single customer installation for daily measurement.
3. Customer may be required, upon consultation with the Company, to contribute towards any 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 remedied or service under this tariff will be suspended until satisfactory corrections have been made.
4. Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement.

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Firm General Rate 74 for a minimum period of one year.
2. The foregoing schedule is subject to Rates 100 through 124 and any amendments or alterations therefore or additional rules and regulations promulgated by the Company under the laws of the state.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 18

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### GWINNER PIPELINE CAPACITY RESERVATION CHARGE Rate 75

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Page 1 of 2

#### Availability:

To customers provided natural gas service either directly or through another connection with the Company's pipeline interconnecting with the Alliance Pipeline near Milnor, North Dakota and running through Ransom and Sargent Counties to the Bobcat Company's facility located near Gwinner, North Dakota (Gwinner Pipeline).

#### Applicability:

Customers requesting natural gas service where service must be provided off the Gwinner Pipeline shall contract for capacity required to serve their annual requirements. The Reservation Charge shall be in addition to all other charges applicable under the otherwise applicable rate schedule 60, 70, 71, 72, 74, 81, 82, or 85.

#### Capacity Reservation Charge:

Residential Customers provided Service Under Rate 60	\$0.8712 per day
All other Customers	\$26.50 per maximum daily quantity reservation

#### Minimum Bill:

Capacity Reservation Charge.

#### 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.13, or any amendments or alterations thereto.

#### Determination of Monthly Billing Demand:

As specified in customer's contract except for residential customers that will be assessed the daily charge above. All other customers will specify a contract quantity based on the maximum daily quantity required. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 18.1

### **GWINNER PIPELINE CAPACITY RESERVATION CHARGE Rate 75**

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Page 2 of 2

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Gwinner Pipeline Capacity Reservation Charge Rate 75 for a minimum period of one year.
2. Service under any other rate schedule is not available to customers served through the Gwinner Pipeline without a reservation for capacity on the Gwinner Pipeline.
3. Any main or service line extension necessary to provide service to the Customer shall be subject to the Firm Gas Service Extension Policy Rate 120 or Interruptible Service Extension Policy Rate 119.
4. The foregoing schedule is subject to the requirements set forth under the otherwise applicable rate schedule for natural gas service and Rates 100 through 124, including any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 19

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76

Page 1 of 4

#### Availability:

##### Phase I Availability (*effective dates for Phase I*):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule to Montana-Dakota Utilities Co.'s Small Interruptible General Gas Service – Wahpeton Rate 76. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Interruptible Gas Service".

##### Phase II Availability (*effective start date of Phase II*):

For the community of Wahpeton for all interruptible 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 and whose use of natural gas will not exceed 100,000 dk annually.

The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 73. For interruptible purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

#### Rate:

##### Phase I:

Basic Service Charge:	\$180.00 per month
Distribution Delivery Charge:	
Maximum	\$0.670 per dk
Minimum	\$0.130 per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate

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Director – Regulatory Affairs

**Case No.:** PU-20-\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 19.1

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76

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#### Phase II:

Basic Service Charge: \$250.00 per month

#### Distribution Delivery Charge:

Maximum \$0.608 per dk

Minimum \$0.130 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

The Distribution Delivery Charge shall be set forth in the service agreement required as provided in the General Terms and Conditions for service. Such rate, as adjusted to reflect changes in the Cost of Gas, shall apply for the term of the agreement regardless of a change in the rates set forth above.

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### General Terms and Conditions:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's Wahpeton firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 19.2

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76

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2. **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 shall be billed at the charges applicable under Firm General Gas Service Rate 73, (excluding Basic Service Charge), 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.
3. **AGREEMENT** – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
5. **METERING REQUIREMENTS** – Remote data acquisition equipment (telemetering 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.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76

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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. 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 telemetering requirements shall occur prior to execution of the required service agreement.

6. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
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, with the exception of Wahpeton and the surrounding areas. 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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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### 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	\$450.00 per month
Rate 82	\$1,600.00 per month

	<u>Rate 81</u>	<u>Rate 82</u>
Maximum Rate per dk	\$0.556	\$0.239
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.11.

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## State of North Dakota Gas Rate Schedule

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### 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.11.
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 charges applicable under Firm General Gas Service Rate 70 (excluding Basic Service Charge), 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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### 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 charges applicable under Firm General Gas Service Rate 70 (excluding Basic Service Charge). 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.21.

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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## State of North Dakota Gas Rate Schedule

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### 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 10(c).

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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE Rates 81 and 82

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- b. 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 10(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 remedied or service under this tariff will be suspended until satisfactory corrections have been made.

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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE Rates 81 and 82

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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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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### 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.13, 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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# Montana-Dakota Utilities Co.

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

NDPSC Volume 8  
Original Sheet No. 26

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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#### Availability:

For the community of Wahpeton 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:

#### Phase I Availability (*effective dates for Phase I*):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.’s Interruptible Transportation Service - Rate 80 rate schedule to Montana-Dakota Utilities Co.’s Transportation Service – Wahpeton Rates 83 and 84. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.’s Interruptible Transportation Service - Rate 80 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as “Interruptible Transportation Service”.

#### Phase II Availability (*effective start date of Phase II*):

**Small Interruptible General Gas Transportation Service - Wahpeton Rate 83:**  
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 - Wahpeton Rate 76. 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 – Wahpeton Rate 73.

**Large Interruptible General Gas Transportation Service - Wahpeton Rate 84:**  
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

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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for natural gas service, on an interruptible basis, pursuant to Company’s effective Large Interruptible General Gas Service - Wahpeton Rate 86. 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 – Wahpeton Rate 73.

#### Rate:

Under Rate 83 or 84, 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 76 or Rate 86, the Basic Service Charge applicable under Rate 83 or Rate 84 shall be waived.

#### Phase I:

Basic Service Charge:

Rate 83	\$180.00 per month
Rate 84	\$180.00 per month

	<u>Rate 83</u>	<u>Rate 84</u>
Maximum Rate per dk	\$0.670	\$0.670
Minimum Rate per dk	\$0.130	\$0.130

#### Phase II:

Basic Service Charge:

Rate 83	\$250.00 per month
Rate 84	\$500.00 per month

	<u>Rate 83</u>	<u>Rate 84</u>
Maximum Rate per dk	\$0.608	\$0.656
Minimum Rate per dk	\$0.130	\$0.130

#### 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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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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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.11.
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 73. 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.11.
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

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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the Company, any gas taken above that received on customer's behalf, shall be billed at the charges applicable under Firm General Gas Service - Wahpeton Rate 73, (excluding Basic Service Charge), 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 - 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 charges applicable under Firm General Gas Service - Wahpeton Rate 73. 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.21.

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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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.
  - 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:

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 26.5

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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% 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 10(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 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 10(c).

- c. The Index Price shall be the arithmetic average of the “Weekly Weighted Averages Prices” published by Gas Daily for Emerson, Manitoba 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.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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- 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 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.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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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.
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.13, 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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#### Availability:

In all communities served, except for Wahpeton, for all interruptible general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually as metered at a single delivery point. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 70. For interruption purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

This rate schedule shall not apply for service to U.S. Government installations, which are covered by separate special contracts.

The Company reserves the right to refuse the initiation of service under this rate schedule based on the availability of gas supply.

#### Rate:

Basic Service Charge:	\$1,600.00 per month	
Distribution Delivery Charge:	<u>Maximum</u> \$0.239 per dk	<u>Minimum</u> \$0.061 per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate	

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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#### General Terms and Conditions:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. **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 shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding Basic Service Charge), 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.
3. **AGREEMENT** – Customer will be required 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 90 days prior to the end of the initial term. Absent execution of 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### **LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85**

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4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
  
5. METERING REQUIREMENTS –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.

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. 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.

6. 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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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

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#### Availability:

Phase I Availability (*effective dates for Phase I*):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule to Montana-Dakota Utilities Co.'s Large Interruptible General Gas Service – Wahpeton Rate 86. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Interruptible Gas Service".

Phase II Availability (*effective start date of Phase II*):

For the community of Wahpeton for all interruptible general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually as metered at a single delivery point.

The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 73. For interruption purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

The Company reserves the right to refuse the initiation of service under this rate schedule based on the availability of gas supply.

#### Rate:

Phase I:

Basic Service Charge: \$180.00 per month

Distribution Delivery Charge:

Maximum \$0.670 per dk

Minimum \$0.130 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

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## State of North Dakota Gas Rate Schedule

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### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

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Phase II:

Basic Service Charge: \$500.00 per month

Distribution Delivery Charge:

Maximum \$0.656 per dk

Minimum \$0.130 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

**Minimum Bill:**

Basic Service Charge.

**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.13, or any amendments or alterations thereto.

**Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

**General Terms and Conditions:**

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's Wahpeton firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. 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 shall be billed at the Firm General Gas Service

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## State of North Dakota Gas Rate Schedule

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### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

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Rate 73, (excluding Basic Service Charge), 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.

3. AGREEMENT – Customer will be required 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 90 days prior to the end of the initial term. Absent execution of 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
5. METERING REQUIREMENTS –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.

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. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such

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## State of North Dakota Gas Rate Schedule

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### **LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86**

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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 telemetering requirements shall occur prior to execution of the required service agreement.

6. 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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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

Page 1 of 2

#### Applicability:

This rate schedule represents a Distribution Delivery Stabilization Mechanism (DDSM) and specifies the procedure to be utilized to correct for the over/under collection of distribution delivery charge revenues due to weather fluctuations during the billing period from November 1 through May 1. Service provided under the Company's Firm General Service Rates 70 and 92 shall be subject to decreases or increases under the DDSM.

#### Distribution Delivery Stabilization Mechanism:

A DDSM will be determined for each customer taking service under Firm General Service Rates 70 and 92 beginning with the first billing cycle starting November 1 through the billing cycle ending May 1. The DDSM adjustment will be applied on a real-time basis as a surcharge or credit on all rate schedules to which the DDSM is applicable to the customers' bills issued each month during the weather adjustment period of November 1 through May 1.

#### DDSM Adjustment Calculation:

The DDSM Adjustment shall be determined for each customer taking service under Firm General Services Rate 70 or 92. In order to calculate the respective DDSM adjustment, the ratio of the normal HDDs as compared to the actual HDDs will be determined and multiplied by the temperature sensitive consumption per customer per HDD. The resulting product shall be multiplied by the applicable Distribution Delivery Charge rate per dk.

$$DDSM_i = R_i (DDF_i ((NDD-ADD)/ADD))$$

Where:

DDSM <sub>i</sub>	=	Distribution Delivery Stabilization Adjustment
i	=	Customer served under Rate Schedules 70 or 92
R <sub>i</sub>	=	Applicable Distribution Delivery Charge per dk
DDF <sub>i</sub>	=	Temperature sensitive use per customer
NDD	=	Normal degree days for the applicable bill cycle
ADD	=	Actual heating degree days for the applicable bill cycle

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### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

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#### Definitions:

Heating Degree Days	-	The deviation between the average daily temperatures and 60 degrees Fahrenheit.
Normal Degree Days	-	The heating degree days based on the 30-year average actual degree days.
Temperature Sensitive Use per Customer	-	Customer's actual use less the base use per customer per day, denoted below, multiplied by days in the billing period. Firm General Service Rate Code 700 = 0.05012 Firm General Service Rate Code 701 = 0.90499 Firm General Service Rate Code 920 = 0.04802 Firm General Service Rate Code 921 = 1.79780
Actual Degree Days	-	The actual degree days reported by the National Weather Service Stations for applicable service areas in North Dakota.

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## State of North Dakota Gas Rate Schedule

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### COST OF GAS – NATURAL GAS Rate 88

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#### 1. Applicability:

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of natural gas supply, (b) amortization of the Unrecovered Purchased Gas Cost Account and (c) grain drying margin sharing.

#### 2. Effective Date and Limitation on Adjustments:

(a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.

(b) Montana-Dakota shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least twenty-five (25) cents per dk. The adjustment to be effective October 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

(a) The monthly COG shall reflect changes in Montana-Dakota's cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing. The cost of gas supply shall be the sum of all costs incurred in obtaining gas for general system supply. General system supply is defined as gas available for use by all customers served under retail sales rate schedules. The cost of gas supply shall include, but not be limited to, all demand, commodity, storage, gathering, and transportation charges incurred by Montana-Dakota for such gas supply, the overall rate of return on prepaid demand and commodity charges and gas storage balances required to maintain the system gas supply.

(b) The COG shall be computed as follows:

(1) Demand costs shall include all annual gathering, transportation and storage demand charges at current rates.

(2) Commodity costs shall include all annual gathering, transportation and storage charges at current rates.

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## State of North Dakota Gas Rate Schedule

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### **COST OF GAS – NATURAL GAS Rate 88**

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- (3) The gas commodity cost shall reflect all commodity related gas costs estimated to be in effect for the month the COG will be in effect and annual dk requirements.
- (4) The return on prepaid demand and commodity balances and storage balances shall be computed on an annual basis at the overall rate of return on rate base.

The cost per dk for the month is the sum of the above divided by annual, weather normalized dk deliveries adjusted to reflect losses.

(c) Monthly gas costs shall be calculated as follows:

- (1) Demand costs for firm customers shall be apportioned to all state jurisdictions served by Montana-Dakota on the basis of the overall ratio of each state's Maximum Daily Delivery Quantity (MDDQ).
- (2) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.
- (3) Demand costs for firm general contracted demand customers shall be stated on the incremental MDDQ basis.
- (4) All commodity costs and other costs associated with the acquisition of gas for general system supply shall be apportioned to each state on the basis of total dks sold in each state, regardless of the actual points of delivery of such gas.
- (5) The return requirement related to prepaid demand and commodity charges and gas storage balances shall be included on a per dk basis. The prepaid demand and storage balances shall be apportioned to all states on the basis of each state's MDDQ. The prepaid commodity charges shall be apportioned to all states on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen-month average balance and the currently authorized return on rate base.

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## State of North Dakota Gas Rate Schedule

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### COST OF GAS – NATURAL GAS Rate 88

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- (6) All costs related to specific end-use transactions shall not be included in the cost of gas supply determination but shall be directly billed to the customer(s) contracting for such service.
- (d) The COG shall be applied to each of Montana-Dakota's rate schedules recognizing differences among customer classes consistent with the cost of gas supply included in the applicable class sales rate.
- 4. Surcharge Adjustment:**
- (a) All sales rate schedules shall be subject to a Surcharge Adjustment to be effective on October 1 of each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Gas Cost Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.
- 5. Unrecovered Purchased Gas Account:**
- (a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:
- (1) Charges for gas supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).
  - (2) Amounts of increased/decreased charges for gas supplies, which were paid during any period after the effective date of the most recent general rate case, but not yet included in sales rates.
  - (3) Refunds received from supplier(s) with respect to gas supply.
  - (4) Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.
  - (5) Demand costs recovered from the firm general contracted demand and interruptible sales customers will be credited to the residential and firm general service customers.

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## State of North Dakota Gas Rate Schedule

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### COST OF GAS – NATURAL GAS Rate 88

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- (b) (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1), (2), and (3) shall be calculated as follows:
- (i) Montana-Dakota shall first determine each month the unit cost for that month's natural gas supply as adjusted to levelize demand charges.  
  
Such adjustment to levelize supplier(s) demand charges shall be calculated as follows:  
  
The supplier's annual (calendar or fiscal) demand charges, which are payable in equal monthly payments shall be accumulated in a prepaid account (FERC Account 165). Each month a portion of such accumulated prepaid amount shall be amortized to cost of natural gas purchased (FERC Account 804). Such monthly amortization shall be based on a rate calculated by dividing the annual supplier(s) demand charges by projected annual natural gas sales units (calendar or fiscal, as appropriate). The resulting product shall then be multiplied by the projected natural gas unit sales for the current month. Such amount shall constitute the monthly amortization of prepaid supplier(s) demand charges to cost of natural gas supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for gas supply which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.
- (2) Montana-Dakota will calculate carrying charges on the amounts in Account 191 at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The amount to be included in Account 191 for carrying charges shall be determined as follows:

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**Case No.:** PU-20-\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30.4

### COST OF GAS – NATURAL GAS Rate 88

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Each month, Account 191 shall be debited (if the balance in said account is a debit balance) and shall be credited (if the balance in said account is a credit balance) for a carrying charge; which shall be the product of (i) and (ii) below:

- (i) The balance in Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
- (ii) One-twelfth of the annual interest rate as set forth in this Subsection (b)(2). The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.

(c) Reduction of Amounts in Account 191:

- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
- (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1), (2), (3) and (5) and the amounts in the supplementary Account 191 specified in Subsection 5(a)(4).

#### 6. Grain Drying Margin Sharing Mechanism:

At the time of each surcharge adjustment, pursuant to Paragraph 4, the Company will compute a credit to Rates 60, 70, 72, and 74 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

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# Montana-Dakota Utilities Co.

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

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### **COST OF GAS – NATURAL GAS Rate 88**

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#### **7. Time and Manner of Filing:**

- (a) Montana-Dakota shall file to change the COG at least 20 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.
  
- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant pipeline tariff sheets supporting costs claimed.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 31

### COST OF GAS – NATURAL GAS WAHPETON Rate 89

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#### 1. **Applicability:**

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under the Company's Wahpeton rate schedules in order to reflect: (a) changes in the Company's average cost of natural gas supply and (b) amortization of the Gas Cost Reconciliation account.

#### 2. **Effective Date and Limitation on Adjustments:**

(a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.

(b) Montana-Dakota shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least \$0.25 per dk. The adjustment to be effective June 1 shall be filed each year, regardless of the amount of the change.

#### 3. **Cost of Gas:**

(a) The monthly COG shall reflect changes in Wahpeton's cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing.

(b) Firm Demand - The average cost of demand for Wahpeton's firm gas sales shall be computed on the basis of current pipeline rates and contract demand divided by twelve-month weather normalized sales volumes applicable for the gas supply system serving Wahpeton and Minnesota customers.

(c) Gas Commodity - The average weighted commodity cost, including transportation and other costs associated with the acquisition of gas, from all suppliers for the month the COG will be in effect.

(d) Prepaid Commodity and Storage Balances – The return on prepaid commodity and storage balances shall be computed on an annual basis and shall be apportioned on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen-month average balance and the currently authorized return on rate base.

(e) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### **COST OF GAS – NATURAL GAS WAHPETON Rate 89**

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#### **4. Gas Cost Reconciliation (GCR)**

(a) For each twelve-month period ending April 30, a Gas Cost Reconciliation (GCR) will be calculated for each class set forth above. The GCR will be added to each customer class' cost of gas supply for the twelve-month period effective June 1 of each year. This adjustment shall include:

1. The balance in the (over) under recovered gas cost account as of April 30.
2. The difference between actual and recovered gas costs for each customer class for the twelve months ending April 30. The amount may be an under recovery or (over) recovery.
3. Demand costs recovered from the interruptible sales customers will be credited to the firm service customers.
4. Any refunds from suppliers of gas or pipeline services.
5. Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.

(b) The resulting balance is divided by the projected dk sales for the next twelve months. The GCR adjustment shall be applied to the customers' monthly billings commencing on June 1 and remain in effective for a twelve (12) month period.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 32

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### RESIDENTIAL PROPANE SERVICE Rate 90

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Page 1 of 1

#### Availability:

For the community of Hettinger for all domestic purposes. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Basic Service Charge:	\$0.8919 per day
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### General Terms and Conditions:

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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### FIRM GENERAL PROPANE SERVICE Rate 92

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Page 1 of 2

#### Availability:

For the community of Hettinger for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

For customers with meters rated  
under 500 cubic feet per hour

Basic Service Charge: \$0.75 per day  
Distribution Delivery Charge: \$1.116 per dk

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge: \$2.13 per day  
Distribution Delivery Charge: \$0.887 per dk

Cost of Gas: Determined Monthly- See Rate  
Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of propane as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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### FIRM GENERAL PROPANE SERVICE Rate 92

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#### General Terms and Conditions:

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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Original Sheet No. 41

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### COST OF GAS – PROPANE Rate 99

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Page 1 of 4

#### 1. Availability:

This rate schedule constitutes a Cost of Gas (COG) provision and specifies the procedure to be utilized to adjust the rates for propane gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of propane supply, (b) amortization of the Unrecovered Purchased Cost of Gas Account and (c) grain drying margin sharing.

#### 2. Effective Date and Limitation on Adjustments:

- (a) The effective dates of the COG shall be service rendered on and after the first day of each month, unless the Commission shall otherwise order.
- (b) Montana-Dakota shall file to reflect changes in its average cost of propane supply only when the amount of such change in COG is at least twenty-five (25) cents per dk. The adjustment to be effective May 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

- (a) The monthly COG shall reflect changes in Montana-Dakota's cost of propane supply as compared to the cost of propane supply approved in its most recent COG filing. The cost of propane supply shall include, but not be limited to, all commodity and transportation charges incurred by Montana-Dakota for such propane supply.
- (b) The propane commodity cost shall reflect all commodity related propane costs estimated to be incurred for the month the COG will be in effect and estimated dk purchases.

The unit cost per dk for the month shall be the commodity costs divided by estimated dk purchases for the month.

#### 4. Surcharge Adjustment:

All propane sales schedules shall be subject to a Surcharge Adjustment to be effective on May 1 each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Cost of Gas Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### COST OF GAS – PROPANE Rate 99

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#### 5. Unrecovered Purchased Gas Account:

(a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:

- (1) Charges for propane supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).
- (2) Amounts of increased/decreased charges for propane supplies that were paid during any period after the effective date of the most recent approved rates, but not yet included in propane sales rates.
- (3) Carrying charges or credits.

(b)

- (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1) and (2) shall be calculated as follows:
  - (i) Montana-Dakota shall first determine each month the unit cost for that month's propane supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for propane supply, which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each propane rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.

Montana-Dakota will calculate carrying charges on the amounts in Account 191 as follows:

Each month, Account 191 shall be debited (on a debit balance) or credited (on a credit balance) for a carrying charge, which shall be the product of (i) and (ii) below:

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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

## State of North Dakota Gas Rate Schedule

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Original Sheet No. 41.2

### COST OF GAS – PROPANE Rate 99

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- (i) The balance on Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
  - (ii) One-twelfth of the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.
- (c) Reduction of Amounts in Account 191:
- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
  - (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1) and (2) and the amounts in the supplementary Account 191 specified in Subsection 5(b)(2)(ii).

#### 6. Grain Drying Margin Sharing Mechanism:

At the time of each surcharge adjustment, pursuant to Paragraph 4 of Rate 88, the Company will compute a credit to Rates 90 and 92 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

#### 7. Time and Manner of Filing:

- (a) Montana-Dakota shall file each COG at least 10 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.

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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

## State of North Dakota Gas Rate Schedule

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### **COST OF GAS – PROPANE Rate 99**

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- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant material supporting costs claimed.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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# Montana-Dakota Utilities Co.

400 N 4<sup>th</sup> Street  
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### GENERAL PROVISIONS Rate 100

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#### I. **PURPOSE:**

These rules are intended to define good practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Public Service Commission of North Dakota and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

#### II. **DEFINITIONS:**

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

**AGENT** – The party authorized by the transportation service customer to act on that customer’s behalf.

**APPLICANT** – A customer requesting Company to provide service.

**COMMISSION** – Public Service Commission of the State of North Dakota.

**COMPANY** – Montana-Dakota Utilities Co.

**COMPANY’S OPERATING CONVENIENCE** – The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company’s operations. This does not refer to the customer’s convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

**CURTAILMENT** – A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the Pipeline.

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# Montana-Dakota Utilities Co.

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**CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly in these rules or in a rate schedule.

**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.

**EXCESS FLOW VALVE** – Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.

**GAS DAY** – Means a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

**INTERRUPTION** – A cessation of transportation or retail natural gas service deemed necessary by Company.

**NOMINATION** – The daily dk volume of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

**PIPELINE** – The transmission company(s) delivering natural gas into Company’s system.

**RATE** – Shall mean and include every compensation, charge, fare, toll, rental and classification, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

**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 services.

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### GENERAL PROVISIONS Rate 100

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#### III. CUSTOMER OBLIGATION:

1. APPLICATION FOR SERVICE – A customer desiring gas service must make application to the Company before commencing the use of the Company’s service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any person who uses gas service in the absence of application or contract shall be subject to the Company’s rates, rules, and regulations and shall be responsible for payment of all service used.

Subject to rates, rules, and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

Any customer may be required to make a deposit as required by the Company.

2. SERVICE AVAILABILITY – Gas will normally be delivered at standard pressures of four to six ounces, dependent on the service territory where the gas service is being delivered. Delivery of gas service at pressures greater than the standard operating pressure may be available and will require a consultation with the Company to determine availability.
3. INPUT RATING – All new customers whose consumption of gas for any purpose will exceed an input of 2,500,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company’s sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such

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# Montana-Dakota Utilities Co.

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## State of North Dakota Gas Rate Schedule

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### GENERAL PROVISIONS Rate 100

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equipment will conform to the Company's ability to adequately serve such installations with gas.

4. ACCESS TO CUSTOMER'S PREMISES – Company representatives, when properly identified, shall have access to customer's premises Monday through Friday, 8:00 a.m. to 5:00 p.m., unless an emergency requires access outside of these hours, for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incidental to the service.
5. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company's property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.
6. INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with Company's meters or other property or permit same to be done by other than the Company's authorized employees.
7. RELOCATED LINES - Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits.
8. NOTIFICATION OF LEAKS – The customer shall immediately notify the Company of any escape of gas in or about the customer's premises.
9. TERMINATION OF SERVICE – All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.

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# Montana-Dakota Utilities Co.

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- 10. 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.
- 11. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting Pipeline's tariff.

#### IV. LIABILITY

- 1. CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.
- 2. CUSTOMER'S EQUIPMENT – Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer's side of the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer's side of the point of delivery.
- 3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, lines, or devices on the customer's premises, except loss, injuries, death, or damages resulting from the negligence of the Company.
- 4. INDEMNIFICATION – Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer's negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all

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injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during term of service.

5. FORCE MAJEURE – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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 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 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 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, 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 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.

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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 authorization 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.

#### V. GENERAL TERMS AND CONDITIONS:

1. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for any service.
2. RATE OPTIONS – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer's load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.
3. RULES FOR APPLICATION OF GAS SERVICE:
  - (a) Residential gas service is available to any residential customer for domestic purposes only. Residential gas service is defined as service for general domestic household purposes in space occupied as living quarters, designed for occupancy by one family with separate cooking facilities. Typical service would include the following: separately metered units, such as single private residences, single apartments, mobile homes with separate meters and sorority and fraternity houses. In addition, auxiliary buildings on the same premise as the living quarters when used for residential purposes may be served on the residential rate. This is not an all-inclusive list.
  - (b) Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for nonresidential purposes.

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Typical service would include stores, offices, shops, restaurants, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty salons, master metered apartment houses, common areas of shopping malls or apartments (such as halls or basements), churches, elevators, schools and facilities located away from the home site. This is not an all-inclusive list.

- (c) The definitions above are based upon the supply of service to an entire premise through a single delivery and metering point. Separate supply for the same customer at other points of consumption may be separately metered and billed.
  - (d) If separate metering is not practical for a single unit (one premise) that is using gas for both domestic purposes and for conducting business (or for nonresidential purposes as defined herein), the customer will be billed under the predominate use policy. Under this policy, the customer's combined service is billed under the rate (Residential or Nonresidential) applicable to the type of service which constitutes 50% or more of the customer's total connected load.
  - (e) Other classes of service furnished by the Company shall be defined in applicable rate schedules or in rules and regulations pertaining thereto. Service to customers for which no specific rate schedule is applicable shall be billed on the Nonresidential rates.
4. DISPATCHING – Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.
5. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES – The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280 – Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA

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501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.

6. CONSUMER DEPOSITS – The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with the following criteria:
  - (a) The amount of such deposit shall not exceed one and one-half times the estimated amount of one month’s average bill.
  - (b) The Company may accept in lieu of a cash deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is guaranteed. The term of such contract shall be indeterminate, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement of thirty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance, which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.

A deposit shall earn interest at the rate paid by the Bank of North Dakota on a six-month certificate of deposit as of the first business day of each year. Interest shall be credited to the customer’s account annually during the month of December.

Deposits with interest shall be refunded to customers at termination of service provided all billings for service have been paid. Deposits with interest will be refunded to all active customers, after the deposit has been held for twelve months, provided prompt payment record has been established.

7. METERING AND MEASUREMENT:
  - (a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both

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parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.

- (b) Interruptible sales and transportation service customers agree to provide the cost of the installation of remote data acquisition equipment; as required, to the Company before service is implemented as provided for in the applicable rate schedule.
  - (c) 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, provided the equipment shall not interfere with such delivery or with the Company's meter.
8. MEASUREMENT UNIT FOR BILLING PURPOSES – The measurement unit for billing purposes shall be one (1) decatherm (dk), unless otherwise specified. Billing will be calculated to the nearest one-tenth (1/10) dk. One dk equals 10 therms or 1,000,000 Btu's. Dk's shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of:
- (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and
  - (b) A Btu adjustment factor used to reflect the heating value of the gas delivered.
9. UNIT OF VOLUME FOR MEASUREMENT – The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods, in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or

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turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation. For handbilled accounts, application of supercompressibility factors will be waived on monthly-billed volumes of 250 dk or less.

Local sales base pressure is defined as four to six ounces (depending on service area) per square inch gauge pressure plus local average atmospheric pressure.

#### 10. BILLING ADJUSTMENTS –

- (a) In the event a customer's gas service bill is found in error resulting from a meter equipment failure, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (b) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as Residential Service Rates 60, 63 or 90, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (c) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as non-residential (gas service provided under all rate schedules other than Rates 60, 63 or 90), the Company may adjustment back and rebill the bills in error for a period not to exceed six years.
- (d) In the event a customer's gas service bill is found in error resulting in an overcharge, the Company may adjust back to the known date of error and

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refund the customer the amount of the overbilled for a period not to exceed six years from the date of payment.

11. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY – Priority of Service from Highest to Lowest:
- (a) Priority 1 – Firm sales services.
  - (b) Priority 2 – Small interruptible sales at the maximum rate on a pro rata basis.
  - (c) Priority 3 – Small interruptible sales at less than the maximum rate from the highest rate to the lowest rate on the pro rata basis where equal rates are applicable among customers.
  - (d) Priority 4 – Large interruptible sales at the maximum rate on a pro rata basis.
  - (e) Priority 5 – Small interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (f) Priority 6 – Large interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (g) Priority 7 – Gas scheduled to clear imbalances.

Montana-Dakota shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Montana-Dakota's system.

Montana-Dakota reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Montana-Dakota will reinstate sales and/or transportation of gas according to each customer's original priority.

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12. EXCESS FLOW VALVE – In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer’s request at a mutually agreeable date. The actual cost of the installation will be assessed to the customer.
13. LATE PAYMENT – Amounts billed will be considered past due if not paid by the due date shown on the bill. An amount equal to 1 percent per month will be applied to any past due balance, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer’s account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.
14. RETURNED CHECK CHARGE – A charge of \$15.00 will be collected by the Company for any check for any reason not honored by customer’s bank.
15. MANUAL METER READING CHARGE– A monthly Manual Meter Reading Charge of \$26.05 per month will be assessed customer(s) who have requested, and received Company approval, to have their meter read manually each month in lieu of an AMR-equipped meter read. Customer(s) agree to contract for the manual reading of the meter for a minimum period of one year.
16. TAX CLAUSE –In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any sales, use or excise taxes, whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise, levied against or imposed upon the Company by any municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.

The charges to be added to the customer’s service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision or other entity imposing the tax.

#### 17. UTILITY CUSTOMER SERVICES:

- (a) The following services will be performed at no charge regardless of the time of performance:

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- (1) Fire and explosions calls.
- (2) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.
- (3) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.
- (4) Maintenance or repair of Company-owned facilities on the customer's premises.
- (5) Pilot relights necessary due to an interruption in gas service deemed to be the Company's responsibility.

(b) The following service calls will be performed at no charge during the Company's normal business hours:

- (1) Cut-ins and cut-outs.
- (2) High bills or inadequate service complaints.
- (3) Location of underground Company facilities for contractors, builders, plumbers, etc.

18. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS – For service requested by customers after the Company's normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday local time, a charge will be made for labor at standard overtime service rates.

Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.

To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

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19. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company’s Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

20. INSTALLING TEMPORARY METERING FACILITIES OR SERVICE – A customer requesting a temporary meter installation and service will be charged on the basis of direct costs incurred by the Company.

21. RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER – A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee as follows:

Residential - The Basic Service Charge applicable during the period service was not being used and a charge of \$30.00. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

Non-Residential – The Basic Service Charge applicable during the period while service was not being used. However, the reconnection charge applicable to seasonal business concerns such as irrigation, swimming facilities, grain drying and asphalt processing shall be the Basic Service Charge applicable during the period while service was not being used less the Distribution Delivery Charge revenue collected during the period in-service for usage above the annual authorized usage by rate class (Small Firm General Rate 70 = 174 dk; Large Firm General Rate 70 = 1,220 dk; Small Firm General Rate 73 = 231 dk; Large Firm General Rate 73 = 525 dk; Small Firm General Propane Rate 92 = 170 dk; Large Firm General Propane Rate 92 = 1,898 dk; and Small Interruptible = 5,918 dk). A reconnection fee of \$30.00 will also apply to reconnections. The minimum will be based on standard overtime rates for reconnecting service occurring after normal business hours.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a minimum reconnection charge of \$160.00 whenever reinstallation of the required remote data acquisition equipment is necessary.

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22. DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

The Company may collect a fee of \$30.00 before restoring gas service, which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

23. DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS – The Company reserves the right to discontinue service for any of the following reasons:

- (a) In the event of customer use of equipment in such a manner as to adversely affect the Company’s equipment or service to others.
- (b) In the event of tampering with the equipment furnished and owned by the Company.
- (c) For violation of or noncompliance with the Company’s rules on file with the Commission.
- (d) For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.
- (e) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.

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Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.

The Company may collect a reconnect fee of \$30.00 before restoring gas service, which has been disconnected for the above causes.

24. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company. Unauthorized service is also defined as reconnection of service that has been terminated, without the Company's consent.

- (a) Examples of unauthorized use of service includes but is not limited to, tampering or unauthorized reconnection by the following methods:
- (1) Bypass piping around meter.
  - (2) Bypass piping installed in place of meter.
  - (3) Meter reversed.
  - (4) Meter index disengaged or removed.
  - (5) Service or equipment tampered with or piping connected ahead of meter.
  - (6) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.
  - (7) Gas being used after service has been discontinued by the Company. Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.
- (b) In the event that there has been unauthorized use of service, customer shall be charged for:
- (1) Time, material and transportation costs used in investigation.
  - (2) Estimated charge for non-metered gas.
  - (3) On-premise time to correct situation.
  - (4) Any damage to Company property.
  - (5) All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company. A minimum fee of \$30.00 will apply.

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(c) Reconnection of Service:

Gas service disconnected for any of the above reasons shall be reconnected after a customer has furnished satisfactory evidence of compliance with the Company's rules and conditions of service, and paid any service charges which are due, including:

- (1) All delinquent bills, if any.
- (2) The amount of any Company revenue loss attributable to said tampering.
- (3) Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in number 20.b above.
- (4) Reconnection fee applicable.
- (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.

25. BILL DISCOUNT FOR QUALIFYING EMPLOYEES – A bill discount may be available for residential use only in a single family unit served by Montana-Dakota to qualifying retirees of MDU Resources and its subsidiaries. The bill shall be computed at applicable rate and the amount reduced by 33 1/3 percent.

26. SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:

Rate 119 – Interruptible Gas Service Extension Policy

Rate 120 – Firm Gas Service Extension Policy

Rate 124 –Replacement, Relocation and Repair of Gas Service Lines

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### **GAS METER TESTING PROGRAM Rate 105**

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#### **Applicability:**

This rate schedule specifies the protocol to be followed for the testing of gas meters in compliance with Sections 69-09-01-14 and 69-09-01-16 of the North Dakota Century Code.

#### **Testing Process for New Meters**

1. Meter supplier(s) shall provide test data for all new meters.
2. A sampling of 5% of new meter lots received will be tested at full load and light load. If unsatisfactory, all meters in the shipment shall be tested, and repaired if necessary, or the shipment shall be returned to the manufacturer.

#### **Testing Process for Meters in Service**

1. This meter test schedule shall not apply to meters larger than 650 cubic feet per hour (cfh). Such meters shall be tested and adjusted or repaired, if necessary, at a periodic interval of at least once in ten years.
2. All active meters, 650 cfh and smaller, will be combined into a single random test program. The population of meters shall come from the states of North Dakota, Montana, South Dakota, and Wyoming.
3. At the time the random selection is made, meters more than ten years old and active meters that have not been tested in the last ten years will be placed into an installation class defined model installation date lot (lot) to be part of a random population for testing.
4. All active meters will be assigned to lots on the basis of installation date. Meters shall be divided into lots based on manufacturer, type, and last install date in five year groups. The minimum number of samples taken from each lot will be as specified by Military Standard 414, Sample Procedures and Tables for Inspection by Variables for Percent Defective, inspection level IV with specification limits of + 2.0%.

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Director of Regulatory Affairs

**Case No.:** PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 47.1

### **GAS METER TESTING PROGRAM Rate 105**

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Page 2 of 2

5. The meters tested within the random test program will include meters selected via a computer generated random selection process and meters pulled from a customer's premise in correlation with service technicians being on-site for other service related work.
6. Lot acceptability will be determined by the standard deviation method based on single sample, double specification limit, variability unknown, for an acceptable quality level of 15%. The following actions will be taken based on the test results:
  - a. A meter for which the sample is satisfactory will remain in service.
  - b. A meter lot for which the sample fails may remain in service if it passed the previous year and if no more than 10% of the sample registers over 102%.
  - c. A meter lot for which the sample fails will be evaluated if the lot failed the previous year or if more than 10% of the sample registers over 102%.
    - i. If evaluation determines the group is homogeneous, then the entire group will be removed.
    - ii. If group is not homogeneous and a subset of the group is found defective, that subset will be removed. Removal of a failed lot of meters or failed subset of lot will be removed from service for testing and repair within one year.

### **Reporting**

Montana-Dakota shall file reports of its meter test results by December 1 for the meter testing conducted between June 30 of the previous year and July 1.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 61

### **INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119**

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Page 1 of 2

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide interruptible sales or interruptible transportation service to customers is as follows:

1. Contribution
  - (a) Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), regulators, meters, any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for federal and state income taxes. Remote data acquisition equipment cost's shall be subject to the terms and conditions specified in the applicable interruptible service rate schedule.
  - (b) The contribution shall be made by:
    - i. A one-time payment prior to construction or,
    - ii. The customer may post a bond, irrevocable letter of credit, ora written guarantee commitment in the amount of the total contribution required prior to construction. Such bond, issued by a bonding company authorized to do business in the state, or letter of credit, shall be effective for a five-year period commencing at the plant in service date, and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists for the subject project, the surety shall pay the Company for such contribution requirement.
  - (c) Upon Completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

---

NDPSC Volume 8  
Original Sheet No. 61.1

### INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119

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Page 2 of 2

#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the total of the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, Company shall refund the amount exceeding the revenue requirement on the following basis:
- i. Annually, beginning at the 2<sup>nd</sup> anniversary of the extension(s) in service date, the Company will refund to the customer's, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
  - ii. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements based on the above calculation.
  - iii. No refunds will be made for amounts less than \$25.
- (b) Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.
- (c) No refund shall be made by the Company after the five-year refund period has expired, and in no case shall the refund, excluding interest, exceed the amount of contribution made by the customer.
- (d) The Company and customer may enter into a contract providing for a refund mechanism based on customer meeting identified minimums on the basis of specific extension characteristics.

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**Case No.:** PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 62

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 1 of 6

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide firm sales service to customers is as follows:

#### (A) General Rules and Regulations Applicable to all Firm Service Extensions

1. An extension will be constructed without a contribution if the estimated capital expenditure is cost justified as defined in paragraph 3.
2. The Company may require customer or developer cost participation if the estimated capital expenditure is not cost justified.
3. The extension will be considered cost justified if the calculated maximum allowable investment equals or exceeds the estimated capital expenditure using the following formula:

Maximum Allowable Investment =

$$\text{Annual Basic Service Charge} + (\text{Project Estimated 3}^{\text{rd}} \text{ Year Annual Dk x Distribution Delivery or Demand Charge}) / \text{LARR}$$

where: LARR = Levelized Annual Revenue Requirement Factor of 12.757%

4. Cost of the extension shall include the gas main extension(s), valves, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs up to, and including, the riser.

The service line is that portion of the gas service extending from the gas main to the connection at the house regulator and/or meter.

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 62.1

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 2 of 6

6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

No refund shall be made by Company after the five-year refund period and in no case shall the refund excluding interest, exceed the amount of the contribution.

7. The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within 12 months of such installation.

#### (B) Customer Extensions

Cost participation for extensions where customers will be immediately available for service is as follows:

##### 1. Contribution

- (a) When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph 3.
- (b) The contribution shall be made by:
  - i. A one-time payment prior to construction, or
  - ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
  - iii. A minimum annual charge set forth in an agreement between customer and Company, or
  - iv. Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state,

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**Case No.:** PU-20-\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 62.2

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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Page 3 of 6

or letter of credit, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.

- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- (d) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
- (e) The recalculated contribution requirement shall be collected from the new applicant(s).

#### 2. Refund

- (a) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements.
- (b) No refunds will be made until the new applicants begin taking service from the Company.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 62.3

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 4 of 6

- (c) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.

#### 3. Incremental Expansion Surcharge

- (a) The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to a project consisting of 10 or more customers requesting service when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. If the Company and customers mutually agree that the project will be funded through a Surcharge, the project will be designated an expansion area and the Surcharge will be applicable to all connections within the expansion area. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with paragraph 3.
- i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
  - ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
  - iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement in a five-year period.
- (b) The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.
- (c) The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 62.4

### **FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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Page 5 of 6

- (d) The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

#### (C) Developer Extensions

Cost participation may be required for extensions such as a subdivision or a mobile home court, in which a developer is installing roads, utilizes, etc., before housing is built.

##### 1. Contribution

- (a) When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph 3.
- (b) The contribution shall be made by:
- i. A one-time payment prior to construction, or
  - ii. Developer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state or, letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 62.5

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
- (b) The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Developers who have posted a bond, or a letter of credit will be notified of any reduction in surety requirements.
- (c) If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 66

### REPLACEMENT, RELOCATION AND REPAIR OF GAS SERVICE LINES Rate 124

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Page 1 of 1

1. Where service line location changes are made due to building encroachments (a building is being constructed or is already located over a service line, etc.), the customer shall be charged for on the basis of direct costs incurred by the Company.
2. Whenever a service line is damaged by the customer or someone under the employ of the customer necessitating the service line to be either repaired or replaced in whole or in substantial part, such work shall be charged on a direct cost basis. If the damage was caused by independent contractors, not in the employ of the customer, the charges shall be billed directly to such contractor.
3. Service line changes necessary to increase the size and capacity of an existing service line because of increased demand shall be treated in accordance with the Firm Gas Service Extension Policy - Rate 120.

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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 ~~78~~

~~5<sup>th</sup> Revised Original~~ Sheet No. 1

~~Canceling 4<sup>th</sup> Revised Sheet No. 1~~

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 78  
~~3<sup>rd</sup> Revised Original~~ Sheet No. 2  
~~Canceling 2<sup>nd</sup> Revised Sheet No. 2~~

### COMMUNITIES SERVED

#### NATURAL GAS SERVICE

##### Dakota Heartland Region

Apple Valley	Eldridge	Max	Steele
Barlow	Fort Totten	Medina	Surrey
Bismarck*	Garrison	<u>Milnor</u>	Tappen
Burlington	Glen Ullin	Minot	Turtle Lake
Carrington	Grafton	New Rockford	Underwood
Cavalier	<u>Gwinner</u>	New Salem	Valley City
Cleveland	Jamestown	Park River	Walhalla
Dawson	Langdon	Riverdale	Washburn
Des Lacs	Lincoln	Ruthville	<u>Wahpeton</u>
Devils Lake	Linton	Sandborn	Wilton
	Mandan	Sheyenne	Locations near Hankinson/Fairmont

##### Badlands Region

Alexander	Gladstone	Palermo	Stanley
Arnegard	Golva	Ray	Taylor
Beach	Hebron	Regent	Tioga
Belfield	Killdeer	Rhame	Trenton
Berthold	Lefor	Richardton	Watford City
Bowman	Lignite	Ross	Wheelock
Dickinson*	Marmarth	Sentinel Butte	White Earth
East Fairview	Mott	Springbrook	Williston
Epping	New England	South Heart	

#### PROPANE SERVICE

##### Badlands Region

Hettinger

\*Designates Region Office

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~  
~~12<sup>th</sup> Revised Original~~ Sheet No. 4  
~~Canceling 11<sup>th</sup> Revised Sheet No. 4~~

### RESIDENTIAL GAS SERVICE Rate 60

Page 1 of 1

#### Availability:

In all communities served, except for Wahpeton, for all domestic uses. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Basic Service Charge: \$~~0.68600~~0.8919 per day

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### General Terms and Conditions:

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.

Date Filed: ~~October 5, 2018~~August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 6

### RESIDENTIAL GAS SERVICE – WAHPETON Rate 63

Page 1 of 2

#### Availability:

Phase I Availability (effective dates for Phase I):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule to Montana-Dakota Utilities Co.'s Residential Gas Service – Wahpeton Rate 63. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule and is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Firm Gas Service".

Phase II Availability (effective start date of Phase II):

For the community of Wahpeton for all domestic uses. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Phase I:

Basic Service Charge: \$0.250 per day

Distribution Delivery Charge: \$1.028 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

Phase II:

Basic Service Charge: \$0.333 per day

Distribution Delivery Charge: \$0.649 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 6.1

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### **RESIDENTIAL GAS SERVICE – WAHPETON Rate 63**

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Page 2 of 2

#### **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.13, or any amendments or alterations thereto.

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### **General Terms and Conditions:**

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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# 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 ~~78~~

~~10<sup>th</sup> Revised Original~~ Sheet No. 7

~~Canceling 9<sup>th</sup> Revised Sheet No. 7~~

### AIR FORCE Rate 64

Page 1 of 2

#### Availability:

Minot Air Force Base near Minot, North Dakota, and the Perimeter Acquisition Radar (PAR) Site, near Concrete, North Dakota. The Air Force shall make an election of its requirements under each available service and such requirements shall be set forth in a service agreement with the Company.

#### Rate:

##### Basic Service Charge:

Minot Air Force Base	\$2,000.00 per month
Perimeter Acquisition Radar (PAR) Site	\$175.00 per month

##### Distribution Delivery Charge:

Firm Service	<del>\$0-3290.428</del> per dk
Interruptible Service	<del>\$0-1770.242</del> per dk

##### Cost of Gas:

Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~4<sup>th</sup> Revised Original~~ Sheet No. 7.1

~~Canceling Original Sheet No. 7.1~~

### AIR FORCE Rate 64

Page 2 of 2

#### General Terms and Conditions:

1. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If the customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the Firm Service distribution delivery charge and cost of gas rates set forth above, 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.
2. CONTRACT – Terms of service other than the rate shall be specified in contracts between Minot Air Force Base, and PAR and the Company.
3. 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.

Date Filed: ~~December 16, 2002~~ August 26, 2020

Effective Date: ~~Service rendered on and after~~  
December 12, 2002

Issued By: ~~Donald R. Ball~~ Travis R. Jacobson  
Director of Regulatory Affairs

Case No.: ~~PU-399-02-18320-~~



# 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 ~~78~~  
Original Sheet No. 8

### AIR FORCE Distribution System Rate 65

Page 1 of 1

#### Availability:

Operation and maintenance of the Minot Air Force Base distribution system near Minot, North Dakota.

#### Rate:

Distribution System Operation and Maintenance Fee	\$35,500.00 per month (months 1-36) \$38,000.00 per month (month 37 forward)
Amortization of Purchase Price	\$(3,053.00) per month

#### 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.4413, or any amendments or alterations thereto.

#### General Terms and Conditions:

1. Terms of service including transition period fees shall be specified by contract between Minot Air Force Base and the Company.
2. The amortization on purchase price amount shall be a credit to the Minot Air Force Bill each month.
3. 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.

<b>Date Filed:</b>	<del>November 3, 2006</del> <u>August 26, 2020</u>	<b>Effective Date:</b>	<del>October 1, 2008</del>
<b>Issued By:</b>	<del>Donald R. Ball</del> <u>Travis R. Jacobson</u> <del>Vice President-Director</del> - Regulatory Affairs	<b>Case No.:</b>	<del>PU-06-47020-</del> _____



# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 13

~~Cancelling 1<sup>st</sup> Revised Sheet No. 13~~

### FIRM GENERAL GAS SERVICE Rate 70

Page 1 of 2

#### Availability:

In all communities, except for Wahpeton, served for all purposes except for resale. See Rate 100, §3, for definition on class of service.

#### Rate:

~~Basic Service Charge: For customers with meters rated under 500 cubic feet per hour~~

~~For customers with meters rated under 500 cubic feet per hour~~

~~Basic Service Charge:~~ \$~~0.70~~75 per day  
~~Distribution Delivery Charge:~~ \$~~1.116~~1.116 per dk

For customers with meters rated over 500 cubic feet per hour

~~Basic Service Charge:~~ \$~~2.05~~13 per day  
~~Distribution Delivery Charge:~~ \$~~0.811~~887 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

Date Filed: ~~October 5, 2018~~August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

Issued By: ~~Tamie A. Aberte~~Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: ~~PU-17-29520-~~



# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 13.1

~~Cancelling 1<sup>st</sup> Revised Sheet No. 13.1~~

### **FIRM GENERAL GAS SERVICE Rate 70**

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Page 2 of 2

#### **General Terms and Conditions:**

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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**Date Filed:** ~~October 5, 2018~~ August 26, 2020

**Effective Date:** ~~Service rendered on and after December 1, 2018~~

**Issued By:** ~~Tamie A. Aberte~~ Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:** ~~PU-17-29520-~~



# 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 ~~78~~  
~~12<sup>th</sup> Revised Original~~ Sheet No. 14  
~~Canceling 11<sup>th</sup> Revised Sheet No. 14~~

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 1 of 3

#### Availability:

In all communities served, except for Wahpeton, for all interruptible 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 and whose use of natural gas will not exceed 100,000 dk annually. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 70. For interruptible purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

#### Rate:

Basic Service Charge:	\$ <del>190.00</del> <u>450.00</u> per month	
Distribution Delivery Charge:	<u>Maximum</u> \$ <del>1.06</del> <u>30.556</u> per dk	<u>Minimum</u> \$ <del>0.668</del> <u>102</u> per dk
Cost of Gas:	Determined Monthly- See Rate Summary Sheet for Current Rate	

The Distribution Delivery Charge shall be set forth in the service agreement required as provided in the General Terms and Conditions for service. Such rate, as adjusted to reflect changes in the Cost of Gas, shall apply for the term of the agreement regardless of a change in the rates set forth above.

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

Date Filed: ~~October 5, 2018~~August 26, 2020

Effective Date: ~~Service rendered on and~~  
~~after December 1, 2018~~

Issued By: ~~Tamie A. Aberle~~Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: PU-17-29520



# 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 ~~78~~

~~6<sup>th</sup> Revised Original~~ Sheet No. 14.1

~~Canceling 5<sup>th</sup> Revised Sheet No. 14.1~~

### SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

Page 2 of 3

#### General Terms and Conditions:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm ~~general~~ gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. 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 shall be billed at the charges applicable under Firm General Gas Service Rate 70 (~~distribution delivery charge and cost of gas excluding Basic Service Charge~~), 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.
3. AGREEMENT – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

Date Filed: ~~October 5, 2018~~ August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

Issued By: Tamie A. Aberle Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: PU-17-29520-



# 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 ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 14.2

~~Canceling 2<sup>nd</sup> Revised Sheet No. 14.2~~

### **SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71**

Page 3 of 3

4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer’s action.
5. METERING REQUIREMENTS –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.

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. 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.

6. 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.

Date Filed: ~~October 5, 2018~~ August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

Issued By: ~~Tamie A. Aberle~~ Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: ~~PU-17-29520-~~\_\_\_\_\_



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58504

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 14.3

Canceling Original Revised Sheet No. 14.3

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Reserved for Future Use

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**Date Filed:** ~~October 5, 2018~~ August 26, 2020

**Effective Date:** ~~Service rendered on and~~  
~~after December 1, 2018~~

**Issued By:** ~~Tamie A. Aberle~~  
~~Director—Regulatory Affairs~~

**Case No.:** ~~PU 17-295~~



# 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 ~~78~~

~~13<sup>th</sup> Revised Original~~ Sheet No. 15

~~Cancelling 12<sup>th</sup> Revised Sheet No. 15~~

### OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

Page 1 of 2

#### Availability:

In all communities served, except for Wahpeton, for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

For customers with meters rated under 500 cubic feet per hour  
Basic Service Charge:

Basic Service Charge: \$0.~~70~~75 per day

Distribution Delivery Charge: \$1.116 per dk

~~For customers with meters rated under 500 cubic feet per hour~~

For customers with meters rated over 500 cubic feet per hour

Basic Service Charge: \$2.~~05~~13 per day

Distribution Delivery Charge: \$0.~~814~~887 per dk

#### Cost of Gas:

Winter- Service rendered  
October 1 through May 31      Determined Monthly- See Rate  
Summary Sheet for Current Rate

Summer- Service rendered  
June 1 through September 30      Determined Monthly- See Rate  
Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

Date Filed: ~~October 5, 2018~~August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

Issued By: ~~Tamie A. Aberte~~Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: PU-~~17-295~~20-



# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 15.1

~~Cancelling 1<sup>st</sup> Revised Sheet No. 15.1~~

### **OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72**

Page 2 of 2

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Optional Seasonal General Gas Service Rate 72 for a minimum of one year.
2. 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.

**Date Filed:** ~~October 5, 2018~~ August 26, 2020

**Effective Date:** ~~Service rendered on and after December 1, 2018~~

**Issued By:** ~~Tamie A. Aberle~~ Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:** ~~PU-17-29520-~~ \_\_\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 16

### FIRM GENERAL GAS SERVICE - WAHPETON Rate 73

Page 1 of 2

#### Availability:

##### Phase I Availability (effective dates for Phase I):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule to Montana-Dakota Utilities Co.'s Firm General Gas Service – Wahpeton Rate 73. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Firm Gas Service - Rate 65 rate schedule and is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Firm Gas Service".

##### Phase II Availability (effective start date of Phase II):

For the community of Wahpeton for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

##### Phase I:

For customers with meters rated under 500 cubic feet per hour

Basic Service Charge: \$0.250 per day

Distribution Delivery Charge: \$1.028 per dk

For customers with meters rated over 500 cubic feet per hour

Basic Service Charge: \$0.250 per day

Distribution Delivery Charge: \$1.028 per dk

##### Cost of Gas:

Determined Monthly- See Rate Summary Sheet for Current Rate

##### Phase II:

For customers with meters rated under 500 cubic feet per hour

Basic Service Charge: \$0.500 per day

Distribution Delivery Charge: \$0.632 per dk

Date Filed: August 26, 2020

Effective Date:

Issued By: Travis R. Jacobson  
Director – Regulatory Affairs

Case No.: PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 16.1

### **FIRM GENERAL GAS SERVICE - WAHPETON Rate 73**

Page 2 of 2

For customers with meters rated  
over 500 cubic feet per hour

<u>Basic Service Charge:</u>	<u>\$1.000 per day</u>
<u>Distribution Delivery Charge:</u>	<u>\$0.507 per dk</u>

<u>Cost of Gas:</u>	<u>Determined Monthly- See Rate Summary Sheet for Current Rate</u>
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#### **Minimum Bill:**

Basic Service Charge.

#### **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.13, or any amendments or alterations thereto.

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### **General Terms and Conditions:**

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.

**Date Filed:** August 26, 2020

**Effective Date:**

**Issued By:** Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:** PU-20-\_\_\_



# 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 [78](#)  
Original Sheet No. [4617](#)

### FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

Page 1 of 2

#### Availability:

In all communities served, except for Wahpeton, applicable to non-residential customers with standby natural gas generators and, available on an optional basis to, customers qualifying for service under the interruptible service tariffs that have requested, and received approval from the Company, for gas service under this rate.

#### Rate:

##### Basic Service Charge:

For customers with meters rated  
under 500 cubic feet per hour      \$~~0.70~~75 per day

For customers with meters rated  
over 500 cubic feet per hour      \$~~2.05~~13 per day

Distribution Demand Charge:      \$~~6.548~~0.00 per dDk per month of billing  
demand

Capacity Charge per  
Monthly Demand dDk:      Determined Monthly – See Rate Summary  
Sheet for Current Rate

Cost of Gas –  
Commodity per dDk:      Determined Monthly – See Rate Summary  
Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge, Distribution Demand Charge, and Capacity Charge.

#### 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.13, or any amendments or alterations thereto.

#### Determination of Monthly Billing Demand:

As specified in customer's contract. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

Date Filed: ~~October 5, 2018~~August 26,  
2020

Effective Date: ~~Service rendered on and~~  
~~after December 1, 2018~~

Issued By: ~~Tamie A. Aberle~~Travis R.  
Jacobson  
Director - Regulatory Affairs

Case No.: PU-47-29520-



# 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 ~~78~~  
Original Sheet No. ~~16-117.1~~

### FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

Page 2 of 2

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The Cost of Gas component is subject to change on a monthly basis.

#### Metering Requirements:

1. Service provided for under tariff must be separately metered from customer's other gas services.
2. Remote data acquisition equipment (telemetry equipment) may be required by the Company for a single customer installation for daily measurement.
3. Customer may be required, upon consultation with the Company, to contribute towards any 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 remedied or service under this tariff will be suspended until satisfactory corrections have been made.
4. Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement.

#### General Terms and Conditions:

1. The customer agrees to contract for service under the Firm General Rate 74 for a minimum period of one year.
2. The foregoing schedule is subject to Rates 100 through 124 and any amendments or alterations therefore or additional rules and regulations promulgated by the Company under the laws of the state.

Date Filed: ~~October 5, 2018~~ August 26, 2020

Effective Date: ~~Service rendered on and after December 1, 2018~~

Issued By: ~~Tamie A. Aberle~~ Travis R. Jacobson  
Director - Regulatory Affairs

Case No.: ~~PU-17-295~~ 20-\_\_\_\_\_



# 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 78  
Original Sheet No. 1718

### **GWINNER PIPELINE CAPCACITY RESERVATION CHARGE Rate 75**

Page 1 of 2

#### **Availability:**

To customers provided natural gas service either directly or through another connection with the Company's pipeline interconnecting with the Alliance Pipeline near Milnor, North Dakota and running through Ransom and Sargent Counties to the Bobcat Company's facility located near Gwinner, North Dakota (Gwinner Pipeline).

#### **Applicability:**

Customers requesting natural gas service where service must be provided off the Gwinner Pipeline shall contract for capacity required to serve their annual requirements. The Reservation Charge shall be in addition to all other charges applicable under the otherwise applicable rate schedule 60, 70, 71, 72, 74, 81, 82, or 85.

#### **Capacity Reservation Charge:**

Residential Customers provided Service Under Rate 60	\$0.8712 per day
All other Customers	\$26.50 per maximum daily quantity reservation

#### **Minimum Bill:**

Capacity Reservation Charge.

#### **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.123, or any amendments or alterations thereto.

#### **Determination of Monthly Billing Demand:**

As specified in customer's contract except for residential customers that will be assessed the daily charge above. All other customers will specify a contract quantity based on the maximum daily quantity required. Customer's actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

**Date Filed:** September 7, 2017August 26, 2020

**Effective Date:** Service rendered on and after November 29, 2017

**Issued By:** Tamie A. AberleTravis R. Jacobson  
Director - Regulatory Affairs

**Case No.:** PU-17-34620-



# 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 ~~78~~  
Original Sheet No. ~~1718.1~~

### **GWINNER PIPELINE CAPACITY RESERVATION CHARGE Rate 75**

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Page 2 of 2

#### **General Terms and Conditions:**

1. The customer agrees to contract for service under the Gwinner Pipeline Capacity Reservation Charge Rate 75 for a minimum period of one year.
2. Service under any other rate schedule is not available to customers served through the Gwinner Pipeline without a reservation for capacity on the Gwinner Pipeline.
3. Any main or service line extension necessary to provide service to the Customer shall be subject to the Firm Gas Service Extension Policy Rate 120 or Interruptible Service Extension Policy Rate 119.
4. The foregoing schedule is subject to the requirements set forth under the otherwise applicable rate schedule for natural gas service and Rates 100 through 124, including any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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**Date Filed:** ~~September 7, 2017~~ August 26, 2020

**Effective Date:** ~~Service rendered on and~~  
~~after November 29, 2017~~

**Issued By:** ~~Tamie A. Aberle~~ Travis R. Jacobson  
Director - Regulatory Affairs

**Case No.:** ~~PU-17-34620-~~\_\_\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 19

### **SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76**

Page 1 of 4

#### **Availability:**

##### Phase I Availability (effective dates for Phase I):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule to Montana-Dakota Utilities Co.'s Small Interruptible General Gas Service – Wahpeton Rate 76. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Interruptible Gas Service".

##### Phase II Availability (effective start date of Phase II):

For the community of Wahpeton for all interruptible 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 and whose use of natural gas will not exceed 100,000 dk annually.

The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 73. For interruptible purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

#### **Rate:**

##### Phase I:

Basic Service Charge: \$180.00 per month

##### Distribution Delivery Charge:

Maximum \$0.670 per dk

Minimum \$0.130 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

**Date Filed:** August 26, 2020

**Effective Date:**

**Issued By:** Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:** PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 19.1

### **SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76**

Page 2 of 4

#### Phase II:

Basic Service Charge:                    \$250.00 per month

#### Distribution Delivery Charge:

Maximum                                    \$0.608 per dk

Minimum                                    \$0.130 per dk

Cost of Gas:                                Determined Monthly- See Rate Summary  
Sheet for Current Rate

The Distribution Delivery Charge shall be set forth in the service agreement required as provided in the General Terms and Conditions for service. Such rate, as adjusted to reflect changes in the Cost of Gas, shall apply for the term of the agreement regardless of a change in the rates set forth above.

#### **Minimum Bill:**

Basic Service Charge.

#### **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.13, or any amendments or alterations thereto.

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### **General Terms and Conditions:**

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's Wahpeton firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.

**Date Filed:**    August 26, 2020

**Effective Date:**

**Issued By:**    Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:**            PU-20-\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 19.2

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### **SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76**

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2. 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 shall be billed at the charges applicable under Firm General Gas Service Rate 73, (excluding Basic Service Charge), 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.
  
3. AGREEMENT – Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer’s operations.
  
4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer’s action.
  
5. METERING REQUIREMENTS –Remote data acquisition equipment (telemetering 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.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
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### **SMALL INTERRUPTIBLE GENERAL GAS SERVICE – WAHPETON Rate 76**

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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. 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 telemetering requirements shall occur prior to execution of the required service agreement.

6. 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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# 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 ~~78~~  
~~1<sup>st</sup> Revised Original~~ Sheet No. 24  
~~Canceled Original Sheet No. 24~~

### TRANSPORTATION SERVICE Rates 81 and 82

Page 1 of 8

#### 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, with the exception of Wahpeton and the surrounding areas. 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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# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 24.2

~~Canceled 1<sup>st</sup> Revised 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.11.
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 charges applicable under Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas excluding Basic Service Charge), 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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# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 24.3

~~Canceled 1<sup>st</sup> Revised 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 charges applicable under Firm General Gas Service Rate 70 (~~distribution delivery charge and cost of gas excluding Basic Service Charge~~). 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. 2021.

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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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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Bismarck, ND 58501

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 24.4

~~Canceled 1<sup>st</sup> Revised 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 10(c).

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## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~7.8~~  
~~2<sup>nd</sup> Revised Original~~ Sheet No. 24.5  
~~Canceled 1<sup>st</sup> Revised Sheet No. 24.5~~

### TRANSPORTATION SERVICE Rates 81 and 82

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- b. 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 10(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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# Montana-Dakota Utilities Co.

*A Division of MDU Resources Group, Inc.*

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## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~4<sup>st</sup> Revised Original~~ 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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# 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 ~~78~~

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

~~Canceled 1<sup>st</sup> Revised 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.13, 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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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street

Bismarck, ND 58504

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 24.8

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street

Bismarck, ND 58504

## State of North Dakota Gas Rate Schedule

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 26

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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#### **Availability:**

For the community of Wahpeton 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:

#### Phase I Availability (effective dates for Phase I):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.’s Interruptible Transportation Service - Rate 80 rate schedule to Montana-Dakota Utilities Co.’s Transportation Service – Wahpeton Rates 83 and 84. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.’s Interruptible Transportation Service - Rate 80 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as “Interruptible Transportation Service”.

#### Phase II Availability (effective start date of Phase II):

Small Interruptible General Gas Transportation Service - Wahpeton Rate 83: 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 - Wahpeton Rate 76. 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 – Wahpeton Rate 73.

#### Large Interruptible General Gas Transportation Service - Wahpeton Rate 84:

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

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## State of North Dakota Gas Rate Schedule

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### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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for natural gas service, on an interruptible basis, pursuant to Company’s effective Large Interruptible General Gas Service - Wahpeton Rate 86. 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 – Wahpeton Rate 73.

#### Rate:

Under Rate 83 or 84, 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 76 or Rate 86, the Basic Service Charge applicable under Rate 83 or Rate 84 shall be waived.

#### Phase I:

##### Basic Service Charge:

<u>Rate 83</u>	<u>\$180.00 per month</u>
<u>Rate 84</u>	<u>\$180.00 per month</u>

	<u>Rate 83</u>	<u>Rate 84</u>
<u>Maximum Rate per dk</u>	<u>\$0.670</u>	<u>\$0.670</u>
<u>Minimum Rate per dk</u>	<u>\$0.130</u>	<u>\$0.130</u>

#### Phase II:

##### Basic Service Charge:

<u>Rate 83</u>	<u>\$250.00 per month</u>
<u>Rate 84</u>	<u>\$500.00 per month</u>

	<u>Rate 83</u>	<u>Rate 84</u>
<u>Maximum Rate per dk</u>	<u>\$0.608</u>	<u>\$0.656</u>
<u>Minimum Rate per dk</u>	<u>\$0.130</u>	<u>\$0.130</u>

#### 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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## State of North Dakota Gas Rate Schedule

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### **TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84**

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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.11.
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 73. 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.11.
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

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# Montana-Dakota Utilities Co.

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Original Sheet No. 26.3

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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the Company, any gas taken above that received on customer's behalf, shall be billed at the charges applicable under Firm General Gas Service - Wahpeton Rate 73, (excluding Basic Service Charge), 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 - 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 charges applicable under Firm General Gas Service - Wahpeton Rate 73. 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.21.

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Original Sheet No. 26.4

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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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.
  - 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:

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**Issued By:** Travis R. Jacobson  
Director – Regulatory Affairs

**Case No.:** PU-20-\_\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 26.5

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

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<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>&gt; 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 10(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 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 10(c).

- c. The Index Price shall be the arithmetic average of the "Weekly Weighted Averages Prices" published by Gas Daily for Emerson, Manitoba 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.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 26.6

### TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84

Page 7 of 8

- 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 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.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 26.7

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### **TRANSPORTATION SERVICE – WAHPETON Rates 83 and 84**

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Page 8 of 8

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.
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.13, 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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# 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 ~~78~~

~~4<sup>th</sup> Revised-Original~~ Sheet No. 27.1

~~Canceled 3<sup>rd</sup> Revised Sheet No. 27.1~~

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

Page 2 of 3

#### General Terms and Conditions:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm ~~general~~ gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
2. 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 shall be billed at the charges applicable under Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas excluding Basic Service Charge), 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.
3. AGREEMENT – Customer will be required 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 90 days prior to the end of the initial term. Absent execution of 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.

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Case No.: PU-17-29520-



# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 27.2

~~Canceling 1<sup>st</sup> Revised Sheet No. 27.2~~

### **LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85**

Page 3 of 3

4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
5. METERING REQUIREMENTS –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.

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. 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.

6. 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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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58504

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 7

1<sup>st</sup> Revised Sheet No. 27.3

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Reserved for Future Use

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Director — Regulatory Affairs

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 28

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

Page 1 of 4

#### Availability:

##### Phase I Availability (effective dates for Phase I):

Phase I reflects a transition period of moving customers from the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule to Montana-Dakota Utilities Co.'s Large Interruptible General Gas Service – Wahpeton Rate 86. Service available under this rate schedule is the same as service available under the former Great Plains Natural Gas Co.'s Interruptible Gas Service - Rate 71 rate schedule and is available to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk. Customers receiving service under this rate schedule will receive a Great Plains Natural Gas Co. bill whereby the service is identified as "Interruptible Gas Service".

##### Phase II Availability (effective start date of Phase II):

For the community of Wahpeton for all interruptible general gas service customers whose interruptible natural gas load will exceed 100,000 dk annually as metered at a single delivery point.

The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be billed at Firm General Gas Service Rate 73. For interruption purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

The Company reserves the right to refuse the initiation of service under this rate schedule based on the availability of gas supply.

#### Rate:

##### Phase I:

<u>Basic Service Charge:</u>	<u>\$180.00 per month</u>
<u>Distribution Delivery Charge:</u>	
<u>Maximum</u>	<u>\$0.670 per dk</u>
<u>Minimum</u>	<u>\$0.130 per dk</u>
<u>Cost of Gas:</u>	<u>Determined Monthly- See Rate Summary Sheet for Current Rate</u>

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Case No.: PU-20-\_\_\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 28.1

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

Page 2 of 4

#### Phase II:

Basic Service Charge: \$500.00 per month

#### Distribution Delivery Charge:

Maximum \$0.656 per dk

Minimum \$0.130 per dk

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Cost of Gas – Natural Gas - Wahpeton Rate 89 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### General Terms and Conditions:

- PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's Wahpeton firm gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.
- 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 shall be billed at the Firm General Gas Service

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 28.2

### LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86

Page 3 of 4

Rate 73, (excluding Basic Service Charge), 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.

3. AGREEMENT – Customer will be required 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 90 days prior to the end of the initial term. Absent execution of 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.
5. METERING REQUIREMENTS –Remote data acquisition equipment (telemetering 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.

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. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 28.3

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### **LARGE INTERRUPTIBLE GENERAL GAS SERVICE - WAHPETON Rate 86**

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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 telemetering requirements shall occur prior to execution of the required service agreement.

6. 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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# 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 ~~78~~

~~1<sup>st</sup> Revised Original~~ Sheet No. 29

~~Canceling Original Sheet No. 29~~

### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

Page 1 of 2

#### Applicability:

This rate schedule represents a Distribution Delivery Stabilization Mechanism (DDSM) and specifies the procedure to be utilized to correct for the over/under collection of distribution delivery charge revenues due to weather fluctuations during the billing period from November 1 through May 1. Service provided under the Company's Firm General Service Rates 70 and 92 shall be subject to decreases or increases under the DDSM.

#### Distribution Delivery Stabilization Mechanism:

A DDSM will be determined for each customer taking service under Firm General Service Rates 70 and 92 beginning with the first billing cycle starting November 1 through the billing cycle ending May 1. The DDSM adjustment will be applied on a real-time basis as a surcharge or credit on all rate schedules to which the DDSM is applicable to the customers' bills issued each month during the weather adjustment period of November 1 through May 1.

#### DDSM Adjustment Calculation:

The DDSM Adjustment shall be determined for each customer taking service under Firm General Services Rate 70 or 92. In order to calculate the respective DDSM adjustment, the ratio of the normal HDDs as compared to the actual HDDs will be determined and multiplied by the temperature sensitive consumption per customer per HDD. The resulting product shall be multiplied by the applicable Distribution Delivery Charge rate per dk.

$$DDSM_i = R_i (DDF_i ((NDD-ADD)/ADD))$$

Where:

DDSM <sub>i</sub>	=	Distribution Delivery Stabilization Adjustment
i	=	Customer served under Rate Schedules 70 or 92
R <sub>i</sub>	=	Applicable Distribution Delivery Charge per dk
DDF <sub>i</sub>	=	Temperature sensitive use per customer
NDD	=	Normal degree days for the applicable bill cycle
ADD	=	Actual heating degree days for the applicable bill cycle

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 29.1

~~Canceled 2<sup>nd</sup> Revised Sheet No. 29.1~~

### DISTRIBUTION DELIVERY STABILIZATION MECHANISM Rate 87

Page 2 of 2

#### Definitions:

Heating Degree Days	-	The deviation between the average daily temperatures and 60 degrees Fahrenheit.
Normal Degree Days	-	The heating degree days based on the 30-year average actual degree days.
Temperature Sensitive Use per Customer	-	Customer's actual use less the base use per customer per day, denoted below, multiplied by days in the billing period. Firm General Service Rate Code 700 = <del>0.031840.05012</del> Firm General Service Rate Code 701 = <del>0.742810.90499</del> Firm General Service Rate Code 920 = <del>0.019940.04802</del> Firm General Service Rate Code 921 = <del>2.384271.79780</del>
Actual Degree Days	-	The actual degree days reported by the National Weather Service Stations for applicable service areas in North Dakota.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30

### COST OF GAS – NATURAL GAS Rate 88

Page 1 of 6

#### 1. Applicability:

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of natural gas supply, (b) amortization of the Unrecovered Purchased Gas Cost Account and (c) grain drying margin sharing.

#### 2. Effective Date and Limitation on Adjustments:

(a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.

(b) Montana-Dakota shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least twenty-five (25) cents per dk. The adjustment to be effective October 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

(a) The monthly COG shall reflect changes in Montana-Dakota's cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing. The cost of gas supply shall be the sum of all costs incurred in obtaining gas for general system supply. General system supply is defined as gas available for use by all customers served under retail sales rate schedules. The cost of gas supply shall include, but not be limited to, all demand, commodity, storage, gathering, and transportation charges incurred by Montana-Dakota for such gas supply, the overall rate of return on prepaid demand and commodity charges and gas storage balances required to maintain the system gas supply.

(b) The COG shall be computed as follows:

(1) Demand costs shall include all annual gathering, transportation and storage demand charges at current rates.

(2) Commodity costs shall include all annual gathering, transportation and storage charges at current rates.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30.1

### COST OF GAS – NATURAL GAS Rate 88

Page 2 of 6

- (3) The gas commodity cost shall reflect all commodity related gas costs estimated to be in effect for the month the COG will be in effect and annual dk requirements.
- (4) The return on prepaid demand and commodity balances and storage balances shall be computed on an annual basis at the overall rate of return on rate base.

The cost per dk for the month is the sum of the above divided by annual, weather normalized dk deliveries adjusted to reflect losses.

(c) Monthly gas costs shall be calculated as follows:

- (1) Demand costs for firm customers shall be apportioned to all state jurisdictions served by Montana-Dakota on the basis of the overall ratio of each state's Maximum Daily Delivery Quantity (MDDQ).
- (2) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.
- (3) Demand costs for firm general contracted demand customers shall be stated on the incremental MDDQ basis.
- (4) All commodity costs and other costs associated with the acquisition of gas for general system supply shall be apportioned to each state on the basis of total dks sold in each state, regardless of the actual points of delivery of such gas.
- (5) The return requirement related to prepaid demand and commodity charges and gas storage balances shall be included on a per dk basis. The prepaid demand and storage balances shall be apportioned to all states on the basis of each state's MDDQ. The prepaid commodity charges shall be apportioned to all states on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen-month average balance and the currently authorized return on rate base.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30.2

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### COST OF GAS – NATURAL GAS Rate 88

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Page 3 of 6

(6) All costs related to specific end-use transactions shall not be included in the cost of gas supply determination but shall be directly billed to the customer(s) contracting for such service.

(d) The COG shall be applied to each of Montana-Dakota's rate schedules recognizing differences among customer classes consistent with the cost of gas supply included in the applicable class sales rate.

#### 4. Surcharge Adjustment:

(a) All sales rate schedules shall be subject to a Surcharge Adjustment to be effective on October 1 of each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Gas Cost Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.

#### 5. Unrecovered Purchased Gas Account:

(a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:

(1) Charges for gas supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).

(2) Amounts of increased/decreased charges for gas supplies, which were paid during any period after the effective date of the most recent general rate case, but not yet included in sales rates.

(3) Refunds received from supplier(s) with respect to gas supply.

(4) Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.

(5) Demand costs recovered from the firm general contracted demand and interruptible sales customers will be credited to the residential and firm general service customers.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30.3

### COST OF GAS – NATURAL GAS Rate 88

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- (b) (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1), (2), and (3) shall be calculated as follows:
- (i) Montana-Dakota shall first determine each month the unit cost for that month's natural gas supply as adjusted to levelize demand charges.  
  
Such adjustment to levelize supplier(s) demand charges shall be calculated as follows:  
  
The supplier's annual (calendar or fiscal) demand charges, which are payable in equal monthly payments shall be accumulated in a prepaid account (FERC Account 165). Each month a portion of such accumulated prepaid amount shall be amortized to cost of natural gas purchased (FERC Account 804). Such monthly amortization shall be based on a rate calculated by dividing the annual supplier(s) demand charges by projected annual natural gas sales units (calendar or fiscal, as appropriate). The resulting product shall then be multiplied by the projected natural gas unit sales for the current month. Such amount shall constitute the monthly amortization of prepaid supplier(s) demand charges to cost of natural gas supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for gas supply which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.
- (2) Montana-Dakota will calculate carrying charges on the amounts in Account 191 at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The amount to be included in Account 191 for carrying charges shall be determined as follows:

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**Case No.:** PU-20-\_\_



# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 30.4

### COST OF GAS – NATURAL GAS Rate 88

Page 5 of 6

Each month, Account 191 shall be debited (if the balance in said account is a debit balance) and shall be credited (if the balance in said account is a credit balance) for a carrying charge; which shall be the product of (i) and (ii) below:

- (i) The balance in Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
- (ii) One-twelfth of the annual interest rate as set forth in this Subsection (b)(2). The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.

(c) Reduction of Amounts in Account 191:

- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
- (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1), (2), (3) and (5) and the amounts in the supplementary Account 191 specified in Subsection 5(a)(4).

#### 6. Grain Drying Margin Sharing Mechanism:

At the time of each surcharge adjustment, pursuant to Paragraph 4, the Company will compute a credit to Rates 60, 70, 72, and 74 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 30.5

### **COST OF GAS – NATURAL GAS Rate 88**

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Page 6 of 6

#### **7. Time and Manner of Filing:**

- (a) Montana-Dakota shall file to change the COG at least 20 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.
  
- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant pipeline tariff sheets supporting costs claimed.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 31

### COST OF GAS – NATURAL GAS WAHPETON Rate 89

Page 1 of 2

**1. Applicability:**

This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under the Company's Wahpeton rate schedules in order to reflect: (a) changes in the Company's average cost of natural gas supply and (b) amortization of the Gas Cost Reconciliation account.

**2. Effective Date and Limitation on Adjustments:**

(a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.

(b) Montana-Dakota shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least \$0.25 per dk. The adjustment to be effective June 1 shall be filed each year, regardless of the amount of the change.

**3. Cost of Gas:**

(a) The monthly COG shall reflect changes in Wahpeton's cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing.

(b) Firm Demand - The average cost of demand for Wahpeton's firm gas sales shall be computed on the basis of current pipeline rates and contract demand divided by twelve-month weather normalized sales volumes applicable for the gas supply system serving Wahpeton and Minnesota customers.

(c) Gas Commodity - The average weighted commodity cost, including transportation and other costs associated with the acquisition of gas, from all suppliers for the month the COG will be in effect.

(d) Prepaid Commodity and Storage Balances – The return on prepaid commodity and storage balances shall be computed on an annual basis and shall be apportioned on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen-month average balance and the currently authorized return on rate base.

(e) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 31.1

### COST OF GAS – NATURAL GAS WAHPETON Rate 89

Page 2 of 2

#### **4. Gas Cost Reconciliation (GCR)**

(a) For each twelve-month period ending April 30, a Gas Cost Reconciliation (GCR) will be calculated for each class set forth above. The GCR will be added to each customer class' cost of gas supply for the twelve-month period effective June 1 of each year. This adjustment shall include:

1. The balance in the (over) under recovered gas cost account as of April 30.
2. The difference between actual and recovered gas costs for each customer class for the twelve months ending April 30. The amount may be an under recovery or (over) recovery.
3. Demand costs recovered from the interruptible sales customers will be credited to the firm service customers.
4. Any refunds from suppliers of gas or pipeline services.
5. Carrying charges or credits at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.

(b) The resulting balance is divided by the projected dk sales for the next twelve months. The GCR adjustment shall be applied to the customers' monthly billings commencing on June 1 and remain in effective for a twelve (12) month period.

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Case No.: PU-20-\_\_\_



# 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 ~~78~~

~~12<sup>th</sup> Revised Original~~ Sheet No. 32

~~Canceled 11<sup>th</sup> Revised Sheet No. 32~~

### RESIDENTIAL PROPANE SERVICE Rate 90

Page 1 of 1

#### Availability:

For the community of Hettinger for all domestic purposes. See Rate 100, §V.3, for definition on class of service.

#### Rate:

Basic Service Charge: ~~\$0.68600~~ 0.8919 per day

Cost of Gas: Determined Monthly- See Rate Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### General Terms and Conditions:

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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Issued By: ~~Tamie A. Aberle~~ Travis R. Jacobson

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Case No.: ~~PU-17-29520-~~



**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. 32.1

Canceling Original Sheet No. 32.1

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**RESIDENTIAL PROPANE SERVICE Rate 90**

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Reserved for Future Use

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~12<sup>th</sup> Revised Original~~ Sheet No. 34

~~Cancelling 11<sup>th</sup> Revised Sheet No. 34~~

### FIRM GENERAL PROPANE SERVICE Rate 92

Page 1 of 2

#### Availability:

For the community of Hettinger for all purposes except for resale. See Rate 100, §V.3, for definition on class of service.

#### Rate:

For customers with meters rated

under 500 cubic feet per hour~~Basic Service Charge:~~

Basic Service Charge:

\$0.75 per day

Distribution Delivery Charge:

\$1.116 per dk

~~For customers with meters rated  
under 500 cubic feet per hour~~

~~\$0.70 per day~~

For customers with meters rated  
over 500 cubic feet per hour

Basic Service Charge:

\$2.0513 per day

Distribution Delivery Charge:

\$0.844887 per dk

Cost of Gas:

Determined Monthly- See Rate  
Summary Sheet for Current Rate

#### Minimum Bill:

Basic Service Charge.

#### 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.13, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of propane as defined in Cost of Gas - Propane Rate 99 or any amendments or alterations thereto. The cost of propane component is subject to change on a monthly basis.

#### Distribution Delivery Stabilization Mechanism:

Service under this rate schedule is subject to an adjustment for the effects of weather in accordance with the Distribution Delivery Stabilization Mechanism Rate 87 or any amendments or alterations thereto.

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Jacobson

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Case No.: PU-17-29520-



# 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 ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 34.1

~~Cancelling 1<sup>st</sup> Revised Sheet No. 34.1~~

### FIRM GENERAL PROPANE SERVICE Rate 92

Page 2 of 2

#### General Terms and Conditions:

1. The Company may at its discretion and upon thirty days notice, disconnect service to a customer utilizing a second source of propane. Any customer so disconnected shall not be eligible for service hereunder for one year from date of disconnection and shall be subject to reconnection charges to restore service after the one-year period.
2. 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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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 41

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### COST OF GAS – PROPANE Rate 99

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Page 1 of 4

#### 1. Availability:

This rate schedule constitutes a Cost of Gas (COG) provision and specifies the procedure to be utilized to adjust the rates for propane gas sold under Montana-Dakota's rate schedules in order to reflect: (a) changes in Montana-Dakota's average cost of propane supply, (b) amortization of the Unrecovered Purchased Cost of Gas Account and (c) grain drying margin sharing.

#### 2. Effective Date and Limitation on Adjustments:

- (a) The effective dates of the COG shall be service rendered on and after the first day of each month, unless the Commission shall otherwise order.
- (b) Montana-Dakota shall file to reflect changes in its average cost of propane supply only when the amount of such change in COG is at least twenty-five (25) cents per dk. The adjustment to be effective May 1 shall be filed each year, regardless of the amount of the change.

#### 3. Cost of Gas:

- (a) The monthly COG shall reflect changes in Montana-Dakota's cost of propane supply as compared to the cost of propane supply approved in its most recent COG filing. The cost of propane supply shall include, but not be limited to, all commodity and transportation charges incurred by Montana-Dakota for such propane supply.
- (b) The propane commodity cost shall reflect all commodity related propane costs estimated to be incurred for the month the COG will be in effect and estimated dk purchases.

The unit cost per dk for the month shall be the commodity costs divided by estimated dk purchases for the month.

#### 4. Surcharge Adjustment:

All propane sales schedules shall be subject to a Surcharge Adjustment to be effective on May 1 each year. The Surcharge Adjustment per dk sold shall reflect amortization of the applicable balance in the Unrecovered Purchased Cost of Gas Account calculated by dividing the applicable balance by the estimated dk sales for the twelve months following the effective date of the adjustment.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 41.1

### **COST OF GAS – PROPANE Rate 99**

Page 2 of 4

#### **5. Unrecovered Purchased Gas Account:**

(a) Items to be included in the Unrecovered Purchased Gas Account (Account 191), as calculated in accordance with Subsection 5(b) are:

- (1) Charges for propane supply which Montana-Dakota is unable to reflect in the COG by reason of the twenty-five cent minimum limitation set forth in Subsection 2(b).
- (2) Amounts of increased/decreased charges for propane supplies that were paid during any period after the effective date of the most recent approved rates, but not yet included in propane sales rates.
- (3) Carrying charges or credits.

(b)

- (1) The amount to be included in Account 191 in order to reflect the items specified in Subsections 5(a)(1) and (2) shall be calculated as follows:
  - (i) Montana-Dakota shall first determine each month the unit cost for that month's propane supply.
  - (ii) Montana-Dakota shall then subtract from each month's unit cost, the unit cost for propane supply, which is reflected in the currently effective COG.
  - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each propane rate schedule. The resulting amounts shall be reflected in an Account 191 for each rate schedule.

Montana-Dakota will calculate carrying charges on the amounts in Account 191 as follows:

Each month, Account 191 shall be debited (on a debit balance) or credited (on a credit balance) for a carrying charge, which shall be the product of (i) and (ii) below:

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

NDPSC Volume 8  
Original Sheet No. 41.2

### **COST OF GAS – PROPANE Rate 99**

Page 3 of 4

- (i) The balance on Account 191 as of the end of the immediately preceding month, exclusive of carrying charges accrued pursuant to this Subsection (b)(2) and net of the related deferred tax amounts in Accounts 283 or 190, as appropriate.
  - (ii) One-twelfth of the three-month Treasury Bill rate as published monthly by the Federal Reserve Board. The carrying charges shall be accrued in a supplementary Account 191 for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.
- (c) Reduction of Amounts in Account 191:
- (1) The amounts in Account 191 shall be decreased each month by an amount determined by multiplying the currently effective surcharge adjustment included in rates for that month (as calculated in Section 4) by the dks sold during that month under each rate schedule. The account shall be increased in the event the adjustment is a negative amount.
  - (2) The amount amortized each month shall be applied pro rata between the amounts in Account 191 specified in Subsections 5(a)(1) and (2) and the amounts in the supplementary Account 191 specified in Subsection 5(b)(2)(ii).

#### **6. Grain Drying Margin Sharing Mechanism:**

At the time of each surcharge adjustment, pursuant to Paragraph 4 of Rate 88, the Company will compute a credit to Rates 90 and 92 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Case No. PU-13-803, including prior period over or under collected balances.

#### **7. Time and Manner of Filing:**

- (a) Montana-Dakota shall file each COG at least 10 days prior to the proposed effective date. Each filing by Montana-Dakota shall be made by means of revised COG sheets identifying the amounts of the adjustments and the resulting currently effective COG rates.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 41.3

### **COST OF GAS – PROPANE Rate 99**

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Page 4 of 4

- (b) Each filing shall be accompanied by detailed computations, which clearly show the derivation of the relevant amounts, a concise statement of the reasons for any change and copies of any relevant material supporting costs claimed.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~3<sup>rd</sup> Revised Original~~ Sheet No. 42

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42~~

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.2

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.2~~

### GENERAL PROVISIONS Rate 100

Page 3 of 20

#### I. PURPOSE:

These rules are intended to define good practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Public Service Commission of North Dakota and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

#### II. DEFINITIONS:

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

AGENT – The party authorized by the transportation service customer to act on that customer’s behalf.

APPLICANT – A customer requesting Company to provide service.

COMMISSION – Public Service Commission of the State of North Dakota.

COMPANY – Montana-Dakota Utilities Co.

COMPANY’S OPERATING CONVENIENCE – The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company’s operations. This does not refer to the customer’s convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

CURTAILMENT – A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the Pipeline.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~4<sup>th</sup> Revised Original~~ Sheet No. 42.3

~~Canceling 3<sup>rd</sup> Revised Sheet No. 42.3~~

### GENERAL PROVISIONS Rate 100

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**CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly in these rules or in a rate schedule.

**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.

**EXCESS FLOW VALVE** – Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.

**GAS DAY** – Means a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

**INTERRUPTION** – A cessation of transportation or retail natural gas service deemed necessary by Company.

**NOMINATION** – The daily dk volume of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

**PIPELINE** – The transmission company(s) delivering natural gas into Company’s system.

**RATE** – Shall mean and include every compensation, charge, fare, toll, rental and classification, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

**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 services.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.4

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.4~~

### GENERAL PROVISIONS Rate 100

Page 5 of 20

#### III. CUSTOMER OBLIGATION:

1. APPLICATION FOR SERVICE – A customer desiring gas service must make application to the Company before commencing the use of the Company’s service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any person who uses gas service in the absence of application or contract shall be subject to the Company’s rates, rules, and regulations and shall be responsible for payment of all service used.

Subject to rates, rules, and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

Any customer may be required to make a deposit as required by the Company.

2. SERVICE AVAILABILITY – Gas will normally be delivered at standard pressures of four to six ounces, dependent on the service territory where the gas service is being delivered. Delivery of gas service at pressures greater than the standard operating pressure may be available and will require a consultation with the Company to determine availability.
3. INPUT RATING – All new customers whose consumption of gas for any purpose will exceed an input of 2,500,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company’s sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.5

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.5~~

### GENERAL PROVISIONS Rate 100

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equipment will conform to the Company's ability to adequately serve such installations with gas.

4. ACCESS TO CUSTOMER'S PREMISES – Company representatives, when properly identified, shall have access to customer's premises Monday through Friday, 8:00 a.m. to 5:00 p.m., unless an emergency requires access outside of these hours, for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incidental to the service.
5. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company's property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.
6. INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with Company's meters or other property or permit same to be done by other than the Company's authorized employees.
7. RELOCATED LINES - Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits.
8. NOTIFICATION OF LEAKS – The customer shall immediately notify the Company of any escape of gas in or about the customer's premises.
9. TERMINATION OF SERVICE – All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.

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**Case No.:** PU-17-29520-



# 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 ~~78~~

~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.6

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.6~~

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- 10. 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.
- 11. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting Pipeline’s tariff.

#### IV. LIABILITY

- 1. CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.
- 2. CUSTOMER’S EQUIPMENT – Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer’s side of the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer’s side of the point of delivery.
- 3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company’s structures, equipment, lines, or devices on the customer’s premises, except loss, injuries, death, or damages resulting from the negligence of the Company.
- 4. INDEMNIFICATION – Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer’s negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all

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~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.7

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.7~~

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injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during term of service.

5. FORCE MAJEURE – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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 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 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 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, 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 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.

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~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.8

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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 authorization 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.

#### V. GENERAL TERMS AND CONDITIONS:

1. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for any service.
2. RATE OPTIONS – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer's load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.
3. RULES FOR APPLICATION OF GAS SERVICE:
  - (a) Residential gas service is available to any residential customer for domestic purposes only. Residential gas service is defined as service for general domestic household purposes in space occupied as living quarters, designed for occupancy by one family with separate cooking facilities. Typical service would include the following: separately metered units, such as single private residences, single apartments, mobile homes with separate meters and sorority and fraternity houses. In addition, auxiliary buildings on the same premise as the living quarters when used for residential purposes may be served on the residential rate. This is not an all-inclusive list.
  - (b) Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for nonresidential purposes.

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~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.9

~~Canceled 2<sup>nd</sup> Revised Sheet No. 42.9~~

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Typical service would include stores, offices, shops, restaurants, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty salons, master metered apartment houses, common areas of shopping malls or apartments (such as halls or basements), churches, elevators, schools and facilities located away from the home site. This is not an all-inclusive list.

- (c) The definitions above are based upon the supply of service to an entire premise through a single delivery and metering point. Separate supply for the same customer at other points of consumption may be separately metered and billed.
  - (d) If separate metering is not practical for a single unit (one premise) that is using gas for both domestic purposes and for conducting business (or for nonresidential purposes as defined herein), the customer will be billed under the predominate use policy. Under this policy, the customer's combined service is billed under the rate (Residential or Nonresidential) applicable to the type of service which constitutes 50% or more of the customer's total connected load.
  - (e) Other classes of service furnished by the Company shall be defined in applicable rate schedules or in rules and regulations pertaining thereto. Service to customers for which no specific rate schedule is applicable shall be billed on the Nonresidential rates.
4. DISPATCHING – Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.
  5. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES – The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280 – Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA

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~~Canceled 4<sup>th</sup> Revised Sheet No. 42.10~~

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501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.

6. CONSUMER DEPOSITS – The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with the following criteria:
  - (a) The amount of such deposit shall not exceed one and one-half times the estimated amount of one month’s average bill.
  - (b) The Company may accept in lieu of a cash deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is guaranteed. The term of such contract shall be indeterminate, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement of thirty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance, which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.

A deposit shall earn interest at the rate paid by the Bank of North Dakota on a six-month certificate of deposit as of the first business day of each year. Interest shall be credited to the customer’s account annually during the month of December.

Deposits with interest shall be refunded to customers at termination of service provided all billings for service have been paid. Deposits with interest will be refunded to all active customers, after the deposit has been held for twelve months, provided prompt payment record has been established.

7. METERING AND MEASUREMENT:
  - (a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both

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~~3<sup>rd</sup> Revised-Original~~ Sheet No. 42.11  
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parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.

- (b) Interruptible sales and transportation service customers agree to provide the cost of the installation of remote data acquisition equipment; as required, to the Company before service is implemented as provided for in the applicable rate schedule.
  - (c) 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, provided the equipment shall not interfere with such delivery or with the Company's meter.
8. MEASUREMENT UNIT FOR BILLING PURPOSES – The measurement unit for billing purposes shall be one (1) decatherm (dk), unless otherwise specified. Billing will be calculated to the nearest one-tenth (1/10) dk. One dk equals 10 therms or 1,000,000 Btu's. Dk's shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of:
- (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and
  - (b) A Btu adjustment factor used to reflect the heating value of the gas delivered.
9. UNIT OF VOLUME FOR MEASUREMENT – The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods, in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or

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~~5<sup>th</sup> Revised Original~~ Sheet No. 42.12

~~Canceled 4<sup>th</sup> Revised Sheet No. 42.12~~

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turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation. For handbilled accounts, application of supercompressibility factors will be waived on monthly-billed volumes of 250 dk or less.

Local sales base pressure is defined as four to six ounces (depending on service area) per square inch gauge pressure plus local average atmospheric pressure.

#### 10. BILLING ADJUSTMENTS –

- (a) In the event a customer's gas service bill is found in error resulting from a meter equipment failure, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (b) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as Residential Service Rates 60, 63 or 90, the Company may adjust back and rebill the bills in error for a period not to exceed six months.
- (c) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service is identified as non-residential (gas service provided under all rate schedules other than Rates 60, 63, or 90), the Company may adjustment back and rebill the bills in error for a period not to exceed six years.
- (d) In the event a customer's gas service bill is found in error resulting in an overcharge, the Company may adjust back to the known date of error and

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~~5<sup>th</sup> Revised Original~~ Sheet No. 42.13

~~Canceled 4<sup>th</sup> Revised Sheet No. 42.13~~

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refund the customer the amount of the overbilled for a period not to exceed six years from the date of payment.

11. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY – Priority of Service from Highest to Lowest:
- (a) Priority 1 – Firm sales services.
  - (b) Priority 2 – Small interruptible sales at the maximum rate on a pro rata basis.
  - (c) Priority 3 – Small interruptible sales at less than the maximum rate from the highest rate to the lowest rate on the pro rata basis where equal rates are applicable among customers.
  - (d) Priority 4 – Large interruptible sales at the maximum rate on a pro rata basis.
  - (e) Priority 5 – Small interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (f) Priority 6 – Large interruptible transportation services from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
  - (g) Priority 7 – Gas scheduled to clear imbalances.

Montana-Dakota shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Montana-Dakota's system.

Montana-Dakota reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Montana-Dakota will reinstate sales and/or transportation of gas according to each customer's original priority.

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~~5<sup>th</sup> Revised Original~~ Sheet No. 42.14

~~Canceled 4<sup>th</sup> Revised Sheet No. 42.14~~

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- 12. EXCESS FLOW VALVE – In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer’s request at a mutually agreeable date. The actual cost of the installation will be assessed to the customer.
- 13. LATE PAYMENT – Amounts billed will be considered past due if not paid by the due date shown on the bill. An amount equal to 1 percent per month will be applied to any past due balance, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer’s account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.
- 14. RETURNED CHECK CHARGE – A charge of \$15.00 will be collected by the Company for any check for any reason not honored by customer’s bank.
- 15. MANUAL METER READING CHARGE– A monthly Manual Meter Reading Charge of \$26.05 per month will be assessed customer(s) who have requested, and received Company approval, to have their meter read manually each month in lieu of an AMR-equipped meter read. Customer(s) agree to contract for the manual reading of the meter for a minimum period of one year.
- 165. TAX CLAUSE –In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any sales, use or excise taxes, whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise, levied against or imposed upon the Company by any municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.

The charges to be added to the customer’s service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision or other entity imposing the tax.

### 176. UTILITY CUSTOMER SERVICES:

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- (a) The following services will be performed at no charge regardless of the time of performance:
- (1) Fire and explosions calls.
  - (2) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.

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~~6<sup>th</sup> Revised Original~~ Sheet No. 42.15

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- (3) Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.
- (4) Maintenance or repair of Company-owned facilities on the customer's premises.
- ~~(5)~~ Pilot relights necessary due to an interruption in gas service deemed to be the Company's responsibility.
- (b) The following service calls will be performed at no charge during the Company's normal business hours:
  - (1) Cut-ins and cut-outs.
  - (2) High bills or inadequate service complaints.
  - (3) Location of underground Company facilities for contractors, builders, plumbers, etc.

~~187.~~ UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS – For service requested by customers after the Company's normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday local time, a charge will be made for labor at standard overtime service rates.

Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.

To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

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~~6<sup>th</sup> Revised-Original~~ Sheet No. 42.16

~~Canceled 5<sup>th</sup> Revised Sheet No. 42.16~~

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~~198~~. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company’s Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

~~2049~~. INSTALLING TEMPORARY METERING FACILITIES OR SERVICE – A customer requesting a temporary meter installation and service will be charged on the basis of direct costs incurred by the Company.

~~210~~. RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER – A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee as follows:

Residential - The Basic Service Charge applicable during the period service was not being used and a charge of \$30.00. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

Non-Residential – The Basic Service Charge applicable during the period while service was not being used. However, the reconnection charge applicable to seasonal business concerns such as irrigation, swimming facilities, grain drying and asphalt processing shall be the Basic Service Charge applicable during the period while service was not being used less the Distribution Delivery Charge revenue collected during the period in-service for usage above the annual authorized usage by rate class (Small Firm General ~~Rate 70 = 488174~~ dk; Large Firm General ~~Rate 70 = 42721,220~~ dk; ~~Small Firm General Rate 73 = 231~~ dk; ~~Large Firm General Rate 73 = 525~~ dk; Small Firm General Propane ~~Rate 92 = 473170~~ dk; Large Firm General Propane ~~Rate 92 = 20891,898~~ dk; and Small Interruptible = ~~62275,918~~ dk). A reconnection fee of \$30.00 will also apply to reconnections. The minimum will be based on standard overtime rates for reconnecting service occurring after normal business hours.

Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a minimum

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reconnection charge of \$160.00 whenever reinstallation of the require remote data acquisition equipment is necessary.

- ~~224.~~ DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

The Company may collect a fee of \$30.00 before restoring gas service, which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

- ~~232.~~ DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS – The Company reserves the right to discontinue service for any of the following reasons:

- (a) In the event of customer use of equipment in such a manner as to adversely affect the Company’s equipment or service to others.
- (b) In the event of tampering with the equipment furnished and owned by the Company.
- (b)(c) For violation of or noncompliance with the Company’s rules on file with the Commission
- (e)(d) For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.
- (d)(e) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~4<sup>th</sup> Revised-Original~~ Sheet No. 42.18

~~Canceling 3<sup>rd</sup> Revised Sheet No. 42.18~~

### GENERAL PROVISIONS Rate 100

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The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.

Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.

The Company may collect a reconnect fee of \$30.00 before restoring gas service, which has been disconnected for the above causes.

**243.** UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company. Unauthorized service is also defined as reconnection of service that has been terminated, without the Company’s consent.

(a) Examples of unauthorized use of service includes but is not limited to, tampering or unauthorized reconnection by the following methods:

- (1) Bypass piping around meter.
- (2) Bypass piping installed in place of meter.
- (3) Meter reversed.
- (4) Meter index disengaged or removed.
- ~~(35)~~ Service or equipment tampered with or piping connected ahead of meter.
- ~~(46)~~ Tampering with meter or pressure regulator that affects the accurate registration of gas usage.
- ~~(57)~~ Gas being used after service has been discontinued by the Company. Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~  
Original Sheet No. 42.19

### GENERAL PROVISIONS Rate 100

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- (b) In the event that there has been unauthorized use of service, customer shall be charged for:
- (1) Time, material and transportation costs used in investigation.
  - (2) Estimated charge for non-metered gas.
  - (3) On-premise time to correct situation.
  - (4) Any damage to Company property.
  - (5) All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company. A minimum fee of \$30.00 will apply.

- (c) Reconnection of Service:  
Gas ~~S~~service disconnected for any of the above reasons shall be reconnected after a customer has furnished satisfactory evidence of compliance with the Company's rules and conditions of service, and paid any service charges which are due, including:
- (1) All delinquent bills, if any.
  - (2) The amount of any Company revenue loss attributable to said tampering.
  - (3) Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in number 20.b above.
  - (4) Reconnection fee applicable.
  - (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.

~~22-25.~~ BILL DISCOUNT FOR QUALIFYING EMPLOYEES – A bill discount may be available for residential use only in a single family unit served by Montana-Dakota to qualifying retirees of MDU Resources and its subsidiaries. The bill shall be computed at applicable rate and the amount reduced by 33 1/3 percent.

~~23-26.~~ SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:

Rate 119 – Interruptible Gas Service Extension Policy

Rate 120 – Firm Gas Service Extension Policy

Rate 124 –Replacement, Relocation and Repair of Gas Service Lines

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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

## State of North Dakota Gas Rate Schedule

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1<sup>st</sup> Revised Sheet No. 44  
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Page 1 of 4

Reserved for Future Use

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 47

### **GAS METER TESTING PROGRAM Rate 105**

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Page 1 of 2

#### **Applicability:**

This rate schedule specifies the protocol to be followed for the testing of gas meters in compliance with Sections 69-09-01-14 and 69-09-01-16 of the North Dakota Century Code.

#### **Testing Process for New Meters**

1. Meter supplier(s) shall provide test data for all new meters.
2. A sampling of 5% of new meter lots received will be tested at full load and light load. If unsatisfactory, all meters in the shipment shall be tested, and repaired if necessary, or the shipment shall be returned to the manufacturer.

#### **Testing Process for Meters in Service**

1. This meter test schedule shall not apply to meters larger than 650 cubic feet per hour (cfh). Such meters shall be tested and adjusted or repaired, if necessary, at a periodic interval of at least once in ten years.
2. All active meters, 650 cfh and smaller, will be combined into a single random test program. The population of meters shall come from the states of North Dakota, Montana, South Dakota, and Wyoming.
3. At the time the random selection is made, meters more than ten years old and active meters that have not been tested in the last ten years will be placed into an installation class defined model installation date lot (lot) to be part of a random population for testing.
4. All active meters will be assigned to lots on the basis of installation date. Meters shall be divided into lots based on manufacturer, type, and last install date in five year groups. The minimum number of samples taken from each lot will be as specified by Military Standard 414, Sample Procedures and Tables for Inspection by Variables for Percent Defective, inspection level IV with specification limits of + 2.0%.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 47.1

### **GAS METER TESTING PROGRAM Rate 105**

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Page 2 of 2

5. The meters tested within the random test program will include meters selected via a computer generated random selection process and meters pulled from a customer's premise in correlation with service technicians being on-site for other service related work.
6. Lot acceptability will be determined by the standard deviation method based on single sample, double specification limit, variability unknown, for an acceptable quality level of 15%. The following actions will be taken based on the test results:
  - a. A meter for which the sample is satisfactory will remain in service.
  - b. A meter lot for which the sample fails may remain in service if it passed the previous year and if no more than 10% of the sample registers over 102%.
  - c. A meter lot for which the sample fails will be evaluated if the lot failed the previous year or if more than 10% of the sample registers over 102%.
    - i. If evaluation determines the group is homogeneous, then the entire group will be removed.
    - ii. If group is not homogeneous and a subset of the group is found defective, that subset will be removed. Removal of a failed lot of meters or failed subset of lot will be removed from service for testing and repair within one year.

### **Reporting**

Montana-Dakota shall file reports of its meter test results by December 1 for the meter testing conducted between June 30 of the previous year and July 1.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~2<sup>nd</sup> Revised Original~~ Sheet No. 61

~~Cancelling 1<sup>st</sup> Revised Sheet No. 61~~

### **INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119**

Page 1 of 2

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide interruptible sales or interruptible transportation service to customers is as follows:

1. Contribution

(a) Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), regulators, meters, any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for federal and state income taxes. Remote data acquisition equipment cost's shall be subject to the terms and conditions specified in the applicable interruptible service rate schedule.

(b) The contribution shall be made by:

- i. A one-time payment prior to construction or,
- ii. The customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the total contribution required prior to construction. Such bond, issued by a bonding company authorized to do business in the state, or letter of credit, shall be effective for a five-year period commencing at the plant in service date, and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists for the subject project, the surety shall pay the Company for such contribution requirement ~~or~~.

(c) Upon Completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~1<sup>st</sup> Revised-Original~~ Sheet No. 61.1

~~Canceling-Original Sheet No. 61.1~~

### **INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119**

Page 2 of 2

#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the total of the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, Company shall refund the amount exceeding the revenue requirement on the following basis:
  - i. Annually, beginning at the 2<sup>nd</sup> anniversary of the extension(s) in service date, the Company will refund to the customer's, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
  - ii. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements based on the above calculation.
  - iii. No refunds will be made for amounts less than \$25.
- (b) Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.
- (c) No refund shall be made by the Company after the five-year refund period has expired, and in no case shall the refund, excluding interest, exceed the amount of contribution made by the customer.
- (d) The Company and customer may enter into a contract providing for a refund mechanism based on customer meeting identified minimums on the basis of specific extension characteristics.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~  
~~1<sup>st</sup> Revised Original~~ Sheet No. 62  
~~Canaling Original Sheet No. 62~~

### **FIRM GAS SERVICE EXTENSION POLICY Rate 120**

Page 1 of 6

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide firm sales service to customers is as follows:

#### (A) General Rules and Regulations Applicable to all Firm Service Extensions

1. An extension will be constructed without a contribution if the estimated capital expenditure is cost justified as defined in ~~¶A-paragraph~~ 3.
2. The Company may require customer or developer cost participation if the estimated capital expenditure is not cost justified.
3. The extension will be considered cost justified if the calculated maximum allowable investment equals or exceeds the estimated capital expenditure using the following formula:

Maximum Allowable Investment =

$$\text{Annual Basic Service Charge} + (\text{Project Estimated 3}^{\text{rd}} \text{ Year Annual Dk x Distribution Delivery or Demand Charge}) / \text{LARR}$$

where: LARR = Levelized Annual Revenue Requirement Factor of ~~13.807~~ 12.757%

4. Cost of the extension shall include the gas main extension(s), valves, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs up to, and including, the riser.

The service line is that portion of the gas service extending from the gas main to the connection at the house regulator and/or meter.

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~1<sup>st</sup> Revised Original~~ Sheet No. 62.1

~~Canceled Original Sheet No. 62.1~~

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 2 of 6

6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

No refund shall be made by Company after the five-year refund period and in no case shall the refund excluding interest, exceed the amount of the contribution.

7. The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within 12 months of such installation.

#### (B) Customer Extensions

Cost participation for extensions where customers will be immediately available for service is as follows:

##### 1. Contribution

- (a) When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with ~~¶ A-paragraph~~ 3.

- (b) The contribution shall be made by:
  - i. A one-time payment prior to construction, or
  - ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
  - iii. A minimum annual charge set forth in an agreement between customer and Company, or
  - iv. Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state,

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

~~1<sup>st</sup> Revised-Original~~ Sheet No. 62.2

~~Canceling Original Sheet No. 62.2~~

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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or letter of credit, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.

- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- (d) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
- (e) The recalculated contribution requirement shall be collected from the new applicant(s).

#### 2. Refund

- (a) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Customers who have posted a bond or letter of credit, will be notified of any reduction in surety requirements.
- (b) No refunds will be made until the new applicants begin taking service from the Company.

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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

## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~  
Original Sheet No. 62.3

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 4 of 6

(c) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.

#### 3. Incremental Expansion Surcharge

(a) The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to a project consisting of 10 or more customers requesting service when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. If the Company and customers mutually agree that the project will be funded through a Surcharge, the project will be designated an expansion area and the Surcharge will be applicable to all connections within the expansion area. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with ~~¶A-paragraph~~ 3.

- i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
- ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
- iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement in a five-year period.

(b) The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.

(c) The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.

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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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## State of North Dakota Gas Rate Schedule

NDPSC Volume ~~78~~

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~~Canceled-Original Sheet No. 62.4~~

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 5 of 6

(d) The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

#### (C) Developer Extensions

Cost participation may be required for extensions such as a subdivision or a mobile home court, in which a developer is installing roads, utilizes, etc., before housing is built.

##### 1. Contribution

(a) When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with ~~¶A-paragraph~~ 3.

(b) The contribution shall be made by:

- i. A one-time payment prior to construction, or
- ii. Developer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state or, letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement.

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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

## State of North Dakota Gas Rate Schedule

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~~Cancelling Original Sheet No. 62.5~~

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 6 of 6

- (c) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

#### 2. Refund

- (a) If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
- (b) The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25. Developers who have posted a bond, or a letter of credit will be notified of any reduction in surety requirements.
- (c) If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

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# Montana-Dakota Utilities Co.

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

## State of North Dakota Gas Rate Schedule

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NDPSC Volume 8  
Original Sheet No. 66

### REPLACEMENT, RELOCATION AND REPAIR OF GAS SERVICE LINES Rate 124

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Page 1 of 1

1. Where service line location changes are made due to building encroachments (a building is being constructed or is already located over a service line, etc.), the customer shall be charged for on the basis of direct costs incurred by the Company.
2. Whenever a service line is damaged by the customer or someone under the employ of the customer necessitating the service line to be either repaired or replaced in whole or in substantial part, such work shall be charged on a direct cost basis. If the damage was caused by independent contractors, not in the employ of the customer, the charges shall be billed directly to such contractor.
3. Service line changes necessary to increase the size and capacity of an existing service line because of increased demand shall be treated in accordance with the Firm Gas Service Extension Policy - Rate 120.

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2  
4<sup>th</sup> Revised Sheet No. 1  
Canceling 3<sup>rd</sup> Revised Sheet No. 1~~

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**GREAT PLAINS NATURAL GAS CO.**  
A Division of Montana-Dakota Utilities Co.

**State of North Dakota**  
**Gas Rate Schedule**

NDPSC Volume 2

168<sup>th</sup> Revised Sheet No. 1.1

Canceling 167<sup>th</sup> Revised Sheet No. 1.1

**RATE SUMMARY SHEET**

Page 1 of 1

<u>Rate Schedule</u>	<u>Sheet No.</u>	<u>Basic Service Charge</u>	<u>Distribution Delivery Charge</u>	<u>COG Items</u>	<u>Total Rate/dk</u>
<u>Firm Gas Service—General</u> <u>—Rate 65</u>	<u>2</u>	<u>\$3.50 per month</u>	<u>First 10 dk</u> <u>\$1.0720</u> <u>Over 10 dk</u> <u>0.8220</u>	<u>\$2.3219</u>	<u>\$3.3939</u> <u>3.1439</u>
<u>Interruptible Gas Service—</u> <u>—General Rate 71</u>	<u>3</u>	<u>\$3.50 per month</u>	<u>(Maximum)</u> <u>First 400 dk</u> <u>\$1.0160</u> <u>Next 2,600 dk</u> <u>0.7675</u> <u>Over 3,000 dk</u> <u>0.6140</u>	<u>\$2.0610</u>	<u>(Maximum)</u> <u>\$3.0770</u> <u>2.8285</u> <u>2.6750</u>
<u>Transportation Service</u> <u>—Rate 80</u>	<u>5</u>	<u>\$3.50 per month</u>	<u>(Maximum)</u> <u>First 400 dk</u> <u>\$1.0160</u> <u>Next 2,600 dk</u> <u>0.7675</u> <u>Over 3,000 dk</u> <u>0.6140</u>		<u>(Maximum)</u> <u>\$1.0160</u> <u>0.7675</u> <u>0.6140</u>

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after June 1, 2020

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Director—Regulatory Affairs

Case No.: PU 20-010



# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2  
3<sup>rd</sup> Revised Sheet No. 2  
Canceling 2<sup>nd</sup> Revised Sheet No. 2~~

### ~~FIRM GAS SERVICE — GENERAL Rate 65~~

~~Page 1 of 4~~

#### ~~Availability:~~

~~Service under this schedule is available to any domestic or commercial customer located in Wahpeton, North Dakota whose maximum requirements are not more than 2,000 cubic feet per hour. See Rate 100 §III.2 for availability of firm gas service. Service under this rate shall not be subject to curtailment or interruption.~~

#### ~~Rate:~~

~~Basic Service Charge: \$3.50 per month~~

~~Distribution Delivery Charge:~~

~~First 10 dk/month \$1.072 per dk~~

~~Excess of 10 dk/month \$0.822 per dk~~

~~Cost of Gas: Determined Monthly — See Rate  
Summary Sheet for Current Rate~~

#### ~~Minimum Bill:~~

~~Basic Service Charge~~

#### ~~Cost of Gas:~~

~~The cost of gas includes all applicable cost of gas items as defined in the Cost of Gas — Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.~~

#### ~~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.13, or any amendments or alterations thereto.~~

#### ~~General Terms and Conditions:~~

~~The foregoing schedule is subject to Rates 100 through 106 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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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2

3<sup>rd</sup> Revised Sheet No. 3

Canceling 2<sup>nd</sup> Revised Sheet No. 3

### **INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71**

Page 1 of 3

#### **Availability:**

Service under this schedule is available on an interruptible basis to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk and who have satisfied Great Plains Natural Gas Co. of their ability and willingness to discontinue the use of said gas during the period of curtailment or interruption, by the use of standby facilities or suffering plant shut-down. The rates herein are applicable only to customer's interruptible load. Customer's firm natural gas requirements must be separately metered or specified in firm service agreement. The firm service volumes are subject to available capacity. Customer's firm load shall be billed at Firm Gas Service – General Rate 65. For interruptible purposes, the maximum daily firm requirements shall be set forth in the firm service agreement.

#### **Rate:**

Basic Service Charge:	\$3.50 per month		
Distribution Delivery Charge:	Maximum	Minimum	
First 400 dk/month	\$1.0160 per dk	\$0.130 per Dk	
Next 2,600 dk/month	\$0.7675 per dk	\$0.130 per Dk	
Excess of 3,000 dk/month	\$0.6140 per dk	\$0.130 per Dk	
Cost of Gas:	Determined Monthly – See Rate Summary Sheet for Current Rate		

#### **Minimum Bill:**

Basic Service Charge

#### **Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in the Cost of Gas – Natural Gas Rate 88 or any amendments or alterations thereto. The cost of gas component is subject to change on a monthly basis.

#### **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.13, or any amendments or alterations thereto.

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~2<sup>nd</sup> Revised Sheet No. 3.1~~

~~Canceling 1<sup>st</sup> Revised Sheet No. 3.1~~

### ~~INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71~~

~~Page 2 of 3~~

#### ~~General Terms and Conditions:~~

- ~~1. PRIORITY OF SERVICE—Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rate, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole 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.11.~~
- ~~2. 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 shall be billed at the Firm Gas Service—General Rate 65 (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.~~
- ~~3. AGREEMENT—Customer will be required 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. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.~~
- ~~4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS—Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations.~~

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~1<sup>st</sup> Revised Sheet No. 3.2~~

~~Canceling Original Sheet No. 3.2~~

### ~~INTERRUPTIBLE GAS SERVICE – GENERAL Rate 71~~

~~Page 3 of 3~~

~~Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline(s) caused by customer's action.~~

#### ~~5. 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 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 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.~~

~~6. The foregoing schedule is subject to Rates 100 through 106 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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**Case No.:** PU 17-075 & PU 17-490



# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2  
2<sup>nd</sup> Revised Sheet No. 5  
Cancelling 1<sup>st</sup> Revised Sheet No. 5

### INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80

Page 1 of 8

#### Availability:

Service under this rate schedule is available on an interruptible basis to any commercial or industrial customer located in Wahpeton, North Dakota whose normal annual requirements are in excess of 1,000 Dk and who have satisfied Great Plains Natural Gas Co. of their ability and willingness to discontinue the use of said gas during the period of curtailment or interruption, by the use of standby facilities or suffering plant shut-down. This service is applicable for transportation of natural gas to customer's premise (metered at a single delivery point) through the Company's distribution facilities. To obtain transportation service, a customer must meet the general terms and conditions of service provided hereunder and enter into a gas transportation agreement upon request of the Company.

#### Rate:

Basic Service Charge: \$3.50 per month

Distribution Delivery Charge:		Maximum	Minimum
First	400 dk/month	\$1.0160 per dk	\$0.130 per Dk
Next	2,600 dk/month	\$0.7675 per dk	\$0.130 per Dk
Excess of	3,000 dk/month	\$0.6140 per dk	\$0.130 per Dk

Customers shall pay Basic Service Charge plus a negotiated rate not to exceed the maximum rate or less than the minimum rate specified above.

#### Minimum Bill:

Basic Service Charge

#### 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.13, or any amendments or alterations thereto.

#### General Terms and Conditions:

1. CRITERIA FOR SERVICE: In order to receive transportation service, customer must qualify under the Company's applicable natural gas transportation service rate 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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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~1<sup>st</sup> Revised Sheet No. 5.1~~

~~Canceled Original Sheet No. 5.1~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 2 of 8~~

#### ~~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.11.~~

#### ~~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 under the Firm Gas Service — General Rate 65 (distribution delivery charge and cost of gas). 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.11.~~

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~2<sup>nd</sup> Revised Sheet No. 5.2~~

~~Cancelling 1<sup>st</sup> Revised Sheet No. 5.2~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 3 of 8~~

~~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 Gas Service— General Rate 65 (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. 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 6.a. Gas volumes supplied by Company will be charged at the Firm Gas Service— General Rate 65 (distribution delivery charge and cost of gas). The Company is under no obligation to notify customer of non-delivered volumes.~~

~~c. In the event customer's transportation volumes are not available for any reason, customer may take interruptible sales service if such service is~~

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**Case No.:** PU-17-075 & PU-17-490



# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~1<sup>st</sup> Revised Sheet No. 5.3~~

~~Canceling Original Sheet No. 5.3~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 4 of 8~~

~~available. The availability of interruptible sales service shall be determined at the sole discretion of the Company.~~

- ~~7. 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.18.~~

- ~~8. DAILY IMBALANCE—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.~~

~~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.~~

~~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.~~

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# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of North Dakota Gas Rate Schedule

NDPSC Volume 2

1<sup>st</sup> Revised Sheet No. 5.4

Canceling Original Sheet No. 5.4

### **INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80**

Page 5 of 8

~~9. 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:~~

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

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

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

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~2<sup>nd</sup> Revised Sheet No. 5.5~~

~~Cancelling 1<sup>st</sup> Revised Sheet No. 5.5~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 6 of 8~~

~~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 Average Prices" published by Gas Daily for Emerson, Manitoba 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.~~

#### ~~10. 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 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 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.~~

#### ~~11. DAILY NOMINATION REQUIREMENTS:~~

- ~~a. Customer or customer's shipper or agent shall advise Company's Gas Supply Department, via the Company's Electronic Bulletin Board in accordance with FERC time lines, of the dk requirements customer has requested to be delivered at each delivery point the following day.~~

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~1<sup>st</sup> Revised Sheet No. 5.6~~

~~Canceling Original Sheet No. 5.6~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 7 of 8~~

~~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.~~

~~12. 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.~~

~~13. FACILITY EXTENSIONS — If facilities are required in order to furnish gas transportation service, and these 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.~~

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2~~

~~1<sup>st</sup> Revised Sheet No. 5.7~~

~~Canceled Original Sheet No. 5.7~~

### ~~INTERRUPTIBLE TRANSPORTATION SERVICE Rate 80~~

~~Page 8 of 8~~

- ~~14. 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.13, or any amendments or alterations thereto.——~~
- ~~15. AGREEMENT—Upon request of the Company, customer may be required to enter into an agreement for service hereunder.~~
- ~~16. The foregoing schedule is subject to Rates 100 through 106 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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~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

~~State of North Dakota  
Gas Rate Schedule~~

~~NDPSC Volume 2  
3<sup>rd</sup> Revised Sheet No. 7  
Canceling 2<sup>nd</sup> Revised Sheet No. 7~~

~~COST OF GAS – NATURAL GAS RATE 88~~

~~1. Applicability:~~

~~This rate schedule constitutes a cost of gas (COG) provision and specifies the procedure to be utilized to adjust the rates for natural gas sold under Great Plains rate schedules in order to reflect: (a) changes in Great Plains' average cost of natural gas supply and (b) amortization of the Gas Cost Reconciliation account.~~

~~2. Effective Date and Limitation on Adjustments:~~

~~(a) The effective dates of the COG shall be service rendered on and after the first date of each month, unless the Commission shall otherwise order.~~

~~(b) Great Plains shall file to reflect changes in its average cost of gas supply only when the amount of change in such COG is at least \$0.25 per dk. The adjustment to be effective June 1 shall be filed each year, regardless of the amount of the change.~~

~~3. Cost of Gas:~~

~~(a) The monthly COG shall reflect changes in Great Plains' cost of gas supply as compared to the cost of gas supply approved in its most recent COG filing.~~

~~(b) Firm Demand – The average cost of demand for Firm Gas Sales shall be computed on the basis of current pipeline rates and contract demand divided by twelve month weather normalized sales volumes applicable for the entire Great Plains' gas system.~~

~~(c) Gas Commodity – The average weighted commodity cost, including transportation and other costs associated with the acquisition of gas, from all suppliers for the month the COG will be in effect.~~

~~(d) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.~~

~~4. Gas Cost Reconciliation (GCR)~~

~~(a) For each twelve-month period ending April 30, a Gas Cost Reconciliation (GCR) will be calculated for each class set forth above. The GCR will be added to each customer class' cost of gas supply for the twelve-month period effective June 1 of each year. This adjustment shall include:~~

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# ~~GREAT PLAINS NATURAL GAS CO.~~

~~A Division of Montana-Dakota Utilities Co.~~

## ~~State of North Dakota Gas Rate Schedule~~

~~NDPSC Volume 2  
Original Sheet No. 7.1~~

### ~~COST OF GAS – NATURAL GAS RATE 88~~

~~Page 2 of 2~~

- ~~1. The balance in the (over) under recovered gas cost account as of April 30.~~
- ~~2. The difference between actual and recovered gas costs for each customer class for the twelve months ending April 30. The amount may be an under recovery or (over) recovery.~~
- ~~3. Demand costs recovered from the interruptible sales customers will be credited to the firm general service customers.~~
- ~~4. Any refunds from suppliers of gas or pipeline services.~~
- ~~5. Carrying charges or credits at a rate equal to the three month Treasury Bill rate as published monthly by the Federal Reserve Board.~~

~~(b) The resulting balance is divided by the projected dk sales for the next twelve months. The GCR adjustment shall be applied to the customers' monthly billings commencing on June 1 and remain in effective for a twelve (12) month period.~~

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*A Division of Montana-Dakota Utilities Co.*

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**I. PURPOSE:**

These rules are intended to define good practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Public Service Commission of North Dakota and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

**II. DEFINITIONS:**

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

**AGENT**—The party authorized by the transportation service customer to act on that customer's behalf.

**APPLICANT**—A customer requesting Company to provide service.

**COMMISSION**—Public Service Commission of the State of North Dakota.

**COMPANY**—Great Plains Natural Gas Co.

**COMPANY'S OPERATING CONVENIENCE**—The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company's operations. This does not refer to the customer's convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations or similar requirements of public authorities.

**CURTAILMENT**—A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the pipeline.

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~~CUSTOMER—Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly provided in these rules or in a rate schedule.~~

~~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.~~

~~EXCESS FLOW VALVE—Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.~~

~~GAS DAY—Means a period of twenty four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.~~

~~INTERRUPTIBLE CUSTOMER—Any individual, partnership, corporation, firm, other organization or government agency that will cease the use of natural gas or transportation service when deemed necessary by Company.~~

~~INTERRUPTION—A cessation of transportation or retail natural gas service deemed necessary by Company.~~

~~NOMINATION—The daily volume of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.~~

~~PIPELINE—The transmission company(s) delivering natural gas into Company's system.~~

~~RATE—Shall mean and include every compensation, charge, fare, toll, rental and classification, or any of them, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.~~

~~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 services.~~

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**III. CUSTOMER OBLIGATIONS:**

~~1. APPLICATION FOR SERVICE — A customer desiring gas service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any customer who uses gas service in the absence of application or contract shall be subject to the Company's rates, rules and regulations and shall be responsible for payment of all service used.~~

~~Subject to rates, rules and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.~~

~~2. INPUT RATING — All new customers whose consumption of gas for any purpose will exceed an input of 2,000,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company's sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such equipment will conform to the Company's ability to adequately serve such installations with gas.~~

~~3. ACCESS TO CUSTOMER'S PREMISES — Company representatives, when properly identified, shall have access to customer's premises 8 a.m. to 5 p.m. Monday — Friday unless an emergency situation requires access outside of these hours for the purpose of reading meters, making repairs, making inspections, removing the Company's property or for any other purpose incidental to the service.~~

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- ~~4. COMPANY PROPERTY—The customers shall exercise reasonable diligence in protecting the Company’s property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.~~
- ~~5. INTERFERENCE WITH COMPANY PROPERTY—The customer shall not disconnect, change connections, make connections or otherwise interfere with Company’s meters or other property or permit same to be done by other than the Company’s authorized employees.~~
- ~~6. RELOCATED LINES—Where Company facilities are located on a public or private utility easement and there is a building encroachment(s) over gas facilities, the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements.~~
- ~~7. NOTIFICATION OF LEAKS—The customer shall immediately notify the Company at its office of any escape of gas in or about the customer’s premises.~~
- ~~8. TERMINATION OF SERVICE—All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.~~
- ~~9. 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.~~
- ~~10. QUALITY OF GAS—The gas tendered to the Company shall conform to the applicable quality specifications of the transporting pipeline’s tariff.~~

~~IV. LIABILITY:~~

- ~~1. CONTINUITY OF SERVICE—The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.~~

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- ~~2. CUSTOMER'S EQUIPMENT— Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on customer's side of the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues, and appliances on the customer's side of the point of delivery.~~
- ~~3. COMPANY EQUIPMENT AND USE OF SERVICE— The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, lines, appliances or devices on the customer's premises, except loss, injuries, death or damages resulting from the negligence of the Company.~~
- ~~4. INDEMNIFICATION— Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer's negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during the term of service.~~
- ~~5. FORCE MAJEURE— In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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 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 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~~

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possession by an event of force majeure, the obligations of the parties 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, 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 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 authorization 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.

**V. TERMS AND CONDITIONS:**

- 1. AGREEMENT — Upon request of the Company, customer may be required to enter into an agreement for any service.
- 2. RATE OPTIONS — Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer's load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a

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court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.

3. ~~SERVICE FACILITIES ON CUSTOMER PREMISES~~—The Company shall furnish, own, and maintain all material and equipment to the outlet side of the meter on the customer’s premises. Customer shall pay an installment or connection charge based upon the following rates:

~~(a) New Service Line Construction:~~

~~(1) Minimum connecting charge, per meter, covering the cost of service connection, general inspection, and gas turn on and payable at the time of sign up is \$25.00 for customers with gas input loads up to 400,000 Btu/hour; \$50.00 for customers with gas input loads above 400,000 Btu/hour and \$100.00 for interruptible customers.~~

~~(2) Service line installation charges shall be based upon the lesser of the Company’s labor and material rates or the current cost per foot.~~

~~Length of service line shall be determined by measurement made from customer’s property line to stop valve on the service riser.~~

~~(b) Additional meters to existing service lines and inactive line connections:~~

~~A \$25.00 connection charge covering the cost of service connection, general inspection, and gas turn on will be collected at time of application from each individual requesting an additional meter to an existing service line or connection to an inactive line.~~

~~(c) Relocation of Existing Meters and Service Lines:~~

~~When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and material rates.~~

4. ~~TEMPORARY SERVICE~~—At the discretion of the Company, temporary service may be rendered to a customer’s premise. The Company may require the customer to bear the cost of installing and removing the service

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~~-in excess of any salvage realized. Advance installation payment may be required prior to installing the service.~~

~~The customer shall pay the regular rates applicable to the class of service rendered.~~

~~5. DISPATCHING—Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.~~

~~6. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES—The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280—Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA 501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.~~

~~7. CONSUMER DEPOSITS—The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with Commission rules.~~

~~(a) The amount of such deposit shall not exceed one and one-half times the estimated amount of one month's average bill.~~

~~(b) The Company may accept in lieu of a cash deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is guaranteed. The term of such contract shall be indeterminate, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement of thirty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance, which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.~~

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~~— A deposit shall earn interest at the rate paid by the Bank of North Dakota on a six-month certificate of deposit as of the first business day of each year. Interest shall be credited to the customer's account annually during the month of December.~~

~~Deposits with interest shall be refunded to customers at termination of service provided all billings for service have been paid. Deposits with interest will be refunded to all active customers, after the deposit has been held for twelve months, provided prompt payment record has been established.~~

~~8. METERING AND MEASUREMENT~~

~~(a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.~~

~~(b) Interruptible sales and transportation service customers agree to provide the cost of the installation of remote data acquisition equipment; as required, to the Company before service is implemented as provided in the applicable rate schedule.~~

~~9. MEASUREMENT UNIT FOR BILLING PURPOSES — The measurement unit for billing purposes shall be (1) dekatherm (dk), unless otherwise specified. One dk equals 10 therms or 1,000,000 Btu's. Dk shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of: (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and (b) a Btu adjustment factor used to reflect the heating value of the gas delivered.~~

~~10. UNIT OF VOLUME FOR MEASUREMENT — The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods,~~

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~~in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation.~~

~~Local sales base pressure is defined as five ounces per square inch gauge pressure plus local average atmospheric pressure.~~

- ~~11. PRIORITY OF SERVICE—Priority of Service from Highest to Lowest:~~
  - ~~(a) Priority 1—Firm sales services.~~
  - ~~(b) Priority 2—Interruptible sales and interruptible transportation services.~~
  - ~~(c) Gas scheduled to clear imbalances.~~

~~Company shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Company system.~~

~~Company reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Company will reinstate sales and/or transportation of gas according to each customer's original priority.~~

- ~~12. EXCESS FLOW VALVES—In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer's request at a mutually agreeable date. The actual cost of the installation will be assessed to the customer.~~

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~~13. LATE PAYMENT—Amounts billed will be considered past due if not paid by the due date shown on the bill, or 22 days from date of bill. An amount equal to 1 1/3% per month will be applied to any unpaid balance if not paid by the due date, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer's account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.~~

~~14. RETURNED CHECK CHARGE—A charge of \$15.00 will be collected by the Company for each check charged back to the Company by a bank.~~

~~15. TAX CLAUSE—In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any sales, use or excise taxes, whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise, levied against or imposed upon the Company by any municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.~~

~~The charges to be added to the customer's service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision or other entity imposing the tax.~~

~~16. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS  
For service requested by customers after the Company's normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday local time, a charge will be made for labor at standard overtime service rates.~~

~~Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.~~

~~To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that overtime service rates will apply if service is required that day~~

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1<sup>st</sup> Revised Sheet No. 9.13

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— and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

17. ~~NOTICE TO DISCONTINUE GAS SERVICE~~— Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company's Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

18. ~~RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER~~  
A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee of \$30.00.

— Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a minimum reconnection charge of \$160.00 whenever reinstallation of the required remote data acquisition equipment is necessary.

19. ~~DISCONNECTION OF SERVICE FOR NONPAYMENT OF BILLS~~— All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

— The Company may collect a fee of \$30.00 before restoring gas service, which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. on a regular work day, customers will be advised that overtime service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

20. ~~DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS~~— The Company reserves the right to discontinue service for any of the following reasons:

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- ~~(a) In the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or service to others.~~
- ~~(b) In the event of tampering with the equipment furnished and owned by the Company.~~
- ~~(c) For violation of or noncompliance with the Company's rules on file with the Commission.~~
- ~~(d) For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.~~
- ~~(e) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.~~

~~The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.~~

~~Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.~~

~~The Company may collect a reconnect fee of \$30.00 before restoring gas service, which has been disconnected for the above causes.~~

~~21. UNAUTHORIZED USE OF SERVICE—Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company. Unauthorized service is also defined as reconnection of service that has been terminated, without the Company's consent.~~

- ~~(a) Examples of unauthorized use of service include the following, but are not limited to:~~

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- ~~(1) Bypass piping around meter.~~
  - ~~(2) Bypass piping installed in place of meter.~~
  - ~~(3) Meter reversed.~~
  - ~~(4) Meter index disengaged or removed.~~
  - ~~(5) Service or equipment tampered with or piping connected ahead of meter.~~
  - ~~(6) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.~~
  - ~~(7) Gas being used after service has been discontinued by the Company.~~
  - ~~(8) Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.~~
- ~~(b) In the event that there has been unauthorized use of service, customer shall be charged for:~~
- ~~(1) Time, material and transportation costs used in investigation.~~
  - ~~(2) Estimated charge for non-metered gas.~~
  - ~~(3) On-premise time to correct situation.~~
  - ~~(4) Any damage to Company property.~~
  - ~~(5) All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company. A minimum fee of \$30.00 will apply.~~
- ~~(c) Customer service so disconnected shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid all charges as hereinafter set forth in this procedure.~~
- ~~(1) All delinquent bills, if any.~~
  - ~~(2) The amount of any Company revenue loss attributable to said tampering.~~
  - ~~(3) Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in number 21.b above.~~
  - ~~(4) Reconnection fee equal to the Company's minimum service charge.~~

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~~(5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.~~

~~22. BILLING ADJUSTMENTS~~

- ~~(a) In the event a customer's gas service bill is found in error resulting from a meter equipment failure, the Company may adjust back and rebill the bills in error for a period not to exceed six months.~~
- ~~(b) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where the service was provided under Rate 65, the Company may adjust back and rebill the bills in error for a period not to exceed six months.~~
- ~~(c) In the event a customer's gas service bill is found in error due to a reason other than that stated in (a) above resulting in an undercharge and where service was provided under an interruptible service schedule, the Company may adjustment back and rebill the bills in error for a period not to exceed six years.~~
- ~~(d) In the event a customer's gas service bill is found in error resulting in an overcharge, the Company may adjust back to the known date of error and refund the customer the amount of the overbilled.~~

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## ~~State of North Dakota Gas Rate Schedule~~

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Canceling Original Sheet No. 10~~

### ~~GAS METER TESTING PROGRAM Rate 101~~

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#### ~~Applicability:~~

~~This rate schedule specifies the protocol to be followed for the testing of gas meters in compliance with Sections 69-09-01-14 and 69-09-01-16 of the North Dakota Century Code.~~

#### ~~Testing Process for New Meters~~

- ~~1. Meter supplier(s) shall provide test data for all meters.~~
- ~~2. A sampling of 5% of new meter lots received will be tested at full load and light load. If unsatisfactory, all meters in the shipment shall be tested, and repaired if necessary, or shipment shall be returned to the manufacturer.~~

#### ~~Testing Process for Meters in Service:~~

- ~~1. This meter test schedule shall not apply to meters larger than 650 cubic feet per hour (cfh). Such meters shall be tested and adjusted or repaired, if necessary, at a periodic interval of at least once in ten years.~~
- ~~2. All active meters, 650 cfh and smaller will be combined into a single random test program. Great Plains meters shall be combined with Montana-Dakota Utilities Co. meters for purposes of random sample testing only.~~
- ~~3. At the time the random selection is made, meters more than ten years old and active meters that have not been tested in the last ten years will be placed into an installation class defined model installation date lot to be part of a random population for testing.~~
- ~~4. All active meters rated at 650 CFH and smaller, will be assigned to lots on the basis of installation date. Meters shall be divided into lots based on manufacturer, type, and last install date in five year groups. The minimum number of samples taken from each lot will be as specified by Military Standard 414, Sample Procedures and Tables for Inspection by Variables for Percent Defective, inspection level IV with specification limits of +2.0%.~~
- ~~5. The meters tested within the random test program will include meters selected via a computer generated random selection process and meters pulled from a customer's premise in correlation with service technicians being on-site for other service related work.~~
- ~~6. Lot acceptability will be determined by the standard deviation method based on single sample, double specification limit, variability unknown, for an acceptable~~

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### ~~GAS METER TESTING PROGRAM Rate 101~~

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~~quality level of 15%. The following actions will be taken based on the test results:~~

- ~~a. A meter for which the sample is satisfactory will remain in service.~~
- ~~b. A meter lot for which the sample fails may remain in service if it passed the previous year and if no more than 10% of the sample registers over 102%.~~
- ~~c. A meter lot for which the sample fails will be evaluated if the lot failed the previous year or if more than 10% of the sample registers over 102%
  - ~~i. If evaluation determines the group is homogeneous, then the entire group will be removed.~~
  - ~~ii. If group is not homogeneous and a subset of the group is found defective, the subset will be removed. Removal of a failed lot of meters or failed subset of lot will be removed from service for testing and repair within one year.~~~~

#### ~~Reporting:~~

~~Great Plains shall file reports of its meter test results by December 15 for the meter testing conducted for the previous calendar year.~~

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## ~~State of North Dakota Gas Rate Schedule~~

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Original Sheet No. 11~~

### ~~FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105~~

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~~The Company will install gas main extensions using the following guidelines applicable to firm gas main extensions:~~

- ~~a) The term "main" refers to the facilities that are typically constructed from a border station or regulator station with no particular terminus at a building or structure. Mains are normally installed in streets, alleys, dedicated public ways or dedicated utility easements.~~
- ~~b) Customer refers to customer ultimately taking natural gas service or a developer request to provide natural gas service to residential customers.~~
- ~~c) Cost Participation. Cost participation for firm gas extensions shall be determined as follows:
  - ~~i) Extensions 95 Feet or Less — The Company will extend a gas main up to, but not to exceed, 95 feet per home projected to be connected within twelve (12) months from the start of construction where natural gas is the primary fuel used for space heating.~~
  - ~~ii) Extensions over 95 Feet or where natural gas is not the primary fuel used for space heating — The Company may require cost participation if the estimated capital expenditure is not cost justified. The extension will be considered cost justified if the calculated Maximum Allowable Investment equals or exceeds the estimated capital expenditures using the following formula:~~~~

~~— Maximum Allowable Investment (MAI) =~~

~~Annual Basic Service Charge +~~

~~(3rd Year Estimated Dk x Distribution Delivery Charge)/LARR~~

~~Where: LARR = 11.626%~~

~~The LARR, defined as the Levelized Annual Revenue Requirement Factor, is the annual rate required to recover the present value of a project over the life of a project.~~

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### ~~FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105~~

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- ~~—~~
- ~~d) Cost of the extension shall include the gas main extension(s), valves, service line(s), cathodic protection equipment, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.~~
  - ~~e) Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer.~~
  - ~~f) Contributions. In the event the extension is not cost justified, the customer(s) shall pay the Company the portion of the capital expenditures not cost justified. The extension will proceed if the customer:
    - ~~i) Pays in advance to the Company the excess amount not cost justified in cash, or~~
    - ~~ii) Agrees to pay a special monthly charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or~~
    - ~~iii) Agrees to pay annually a specified minimum charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or~~
    - ~~iv) Agrees to a combination of above methods, or~~
    - ~~v) Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.~~~~

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### ~~FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105~~

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- ~~vi) Upon completion of the project, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.~~
- ~~vii) If within the five year period from the extension(s) in service date, the number of active customers and related volumes exceeds the projections used to determine MAI, the Company shall re-compute the contribution requirement by recalculating the MAI.~~
- ~~viii) The recalculated contribution requirement shall be collected from the new applicant(s).~~
- ~~g) Refunds. Contributions for gas main extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension as additional customers are connected to the particular main extension for which the advance was made.~~
  - ~~i) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements.~~
  - ~~ii) No refunds will be made until the new applicants begin taking service from the Company.~~
  - ~~iii) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.~~
  - ~~iv) No refund shall be made by Company after the five year refund period and in no event shall the refund exceed the amount of the contribution.~~
- ~~h) The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within twelve (12) months of such installation.~~

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## ~~State of North Dakota Gas Rate Schedule~~

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### ~~FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSION POLICY Rate 105~~

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~~i) Firm Gas Service Line Extensions:~~

~~— The Company shall install gas service lines using the following general rules and regulations applicable to all firm gas service line extensions:~~

- ~~i) The term “service line” refers to facilities that are constructed from a main to the final terminus at a building or structure.~~
- ~~ii) The Company shall furnish, own, and maintain all material and equipment to the outlet side of the meter on the customer’s premise(s).~~
- ~~iii) The Company will extend a service line to serve customer(s) where natural gas is the primary fuel used for space heating without charge up to, but not to exceed, 65 feet. The length of the service line shall be determined by measurement from the customer’s property line to the stop valve on the service riser.~~
- ~~iv) If the additional service line required is beyond 65 feet or natural gas is not the primary fuel used for space heating, the Company may require cost participation if the estimated capital expenditure is not cost justified. The service line extension will be considered cost justified if the calculated MAI equals or exceeds the estimated capital expenditures using the MAI formula provided in ¶ c.ii.~~
- ~~v) Where cost participation is required, such extension is subject to execution of the Company’s standard agreement for extensions by the customer.~~
- ~~vi) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and materials rates.~~

~~— A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$25.00 per meter for customers with gas input loads up to 400,000 BTU/hour; and \$50.00 per meter for customers with gas input loads above 400,000 BTU/hour.~~

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### ~~INTERRUPTIBLE GAS MAIN AND SERVICE LINE EXTENSIONS POLICY Rate 106~~

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~~The Company will install gas main and service line extensions using the following guidelines:~~

- ~~a) Contribution. Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), cathodic protection equipment, regulators, meters (excluding remote data acquisition equipment), any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for applicable federal and state income taxes.~~
  - ~~i) The extension will proceed if the customer:
    - ~~(1) Pays in advance to the Company the total cost of construction, or~~
    - ~~(2) Customer may post a bond or irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five year term and is subject to approval and acceptance by the Company. If at the end of the original five year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.~~~~
  - ~~ii) Upon completion of the construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.~~
  - ~~iii) Remote data acquisition equipment costs shall be subject to the terms and conditions specified in the Company's Interruptible Gas Transportation Rates.~~
- ~~b) Refund. Contributions for gas main and service line extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension.~~
  - ~~i) If within the five year period from the extension(s) in service date, the total of~~

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### ~~INTERRUPTIBLE GAS MAIN AND SERVICE LINE EXTENSIONS POLICY Rate 106~~

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~~—the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, the Company shall refund the amount exceeding the revenue requirement on the following basis:~~

~~(1) Annually, beginning at the second (2nd) anniversary of the extension(s) in service date, the Company will refund to the customer, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.~~

~~(2) Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements based on the above calculation.~~

~~(3) No refund shall be made by Company after the five year refund period and in no event shall the refund exceed the amount of the contribution.~~

~~ii) If within the five year period from the extension(s) in service date, additional customers (firm or interruptible) are connected to an interruptible customer's main extension, the Company shall (1) determine the pro rata cost share applicable to the other customer (2) reduce the original customer's contribution requirement by the pro rata cost attributed to the new customer and (3) calculate an MAI for a firm customer through the process described in Rate 105 ¶ c.ii or collect the full amount for an interruptible customer. The amount collected will be subject to the applicable refund provisions for the remainder of the refund period.~~

~~e) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and material rates.~~

~~d) A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$100.00 for interruptible customers.~~

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