



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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

## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

<b>TABLE OF CONTENTS</b>	Section No. 1 6 <sup>th</sup> Revised Sheet No. 1 Canceling 5 <sup>th</sup> Revised Sheet No. 1
	Page 1 of 2

<u>Designation</u>	<u>Title</u>	<u>Sheet No.</u>	<u>T</u>
Section No. 1	Table of Contents	1	
Section No. 2	Preliminary Statement	1	
Section No. 3	Rate Schedules		
	Rate Summary Sheet	1	
Rate 60	Residential Gas Service	2	
	Reserved for Future Use	3-10	
Rate 70	Firm General Gas Service	11	
Rate 71	Small Interruptible General Gas Service	12	
Rate 72	Optional Seasonal General Gas Service	13	
	Reserved for Future Use	14-21	
Rate 81 and 82	Transportation Service	22	
	Reserved for Future Use	23-25	
Rate 85	Large Interruptible General Gas Service	26	
	Reserved for Future Use	27	
Rate 87	Distribution Delivery Stabilization Mechanism	28	
Rate 88	Purchased Gas Cost Adjustment	29	
Rate 90	Conservation Program Tracking Mechanism	31	
Section No. 4	List of Contracts with Deviations	1	
Section No. 5	Rules		
Rate 100	General Provisions	1	
	Reserved for Future Use	2-18	

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## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

	Section No. 1
	4 <sup>th</sup> Revised Sheet No. 1.1
<b>TABLE OF CONTENTS</b>	Canceling 3 <sup>rd</sup> Revised Sheet No. 1.1
	Page 2 of 2

Rate 119	Interruptible Gas Service Extension Policy	19
Rate 120	Firm Gas Service Extension Policy	20
	Reserved for Future Use	21-23
Rate 124	New Installation, Replacement, Relocation and Repair of Gas Service Lines	24
	Reserved for Future Use	25-33
Rate 134	Rules and Policies for Implementing Master Metering Restrictions	34
Section No. 6	Sample Forms	
	Consumer's Deposit Receipt	1
	New Customer Application Card	2
	Gas Meter Order	3
	Standard Customer Bill	4
	Disconnect Notice	5
	Application for Interruptible Natural Gas Service	6
	Customer Information Booklet	7
	Discontinuance Notices for Causes Other Than Nonpayment of Bills	8
	Third Party Notice	9
	Deferred Installment Agreement Form	10
	Agreement by Property Owner or Agent to Pay Utility Bills During Periods When Property is Unoccupied	11
	Reserved for Future Use	12
	Guarantee of Payment for Natural Gas and/or Electric Service by a Second Party in Lieu of a Deposit	13
	Deposit Warning Letter	14
	Deposit Request	15
	Final Notice Prior to Disconnect	16
	Interruptible General Gas Service Agreement	17
	Request for Firm Natural Gas Sales Service	18
	Gas Transportation Agreement	19
	Customers Agreement for Gas Extension	20
	Gas Service Order	21
	Facilities Relocation Agreement	22
	Warning Notice	23
	Temporary Construction Heat Agreement	24

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 2  
2<sup>nd</sup> Revised Sheet No. 1  
Canceling 1<sup>st</sup> Revised Sheet No. 1

**PRELIMINARY STATEMENT**

Page 1 of 2

PRELIMINARY STATEMENT

\*Designates Region Office

Montana-Dakota Utilities Co. serves twenty-six (26) towns and their environs in eleven (11) counties in South Dakota with natural gas. Counties served are:

Butte  
Edmunds  
Harding  
Hughes

Lawrence  
Meade  
Pennington  
Potter

Stanley  
Sully  
Walworth

Bismarck Region

Agar  
Bowdle  
Ft. Pierre  
Gettysburg

Glenham  
Ipswich  
Mobridge  
Onida

Pierre  
Roscoe  
Selby

Rapid City Region

Belle Fourche  
Black Hawk  
Box Elder  
Camp Crook  
Central City

Deadwood  
Lead  
Piedmont  
Pluma  
\*Rapid City

St. Onge  
Spearfish  
Sturgis  
Terraville  
Whitewood

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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**PRELIMINARY STATEMENT**

Page 2 of 2

**TYPES AND CLASSES OF SERVICES**

The Company will furnish natural gas service for existing residential and small commercial customers. Where economically feasible the Company will extend its service lines to new customers if the Company's gas supply is adequate.

The following symbols shall be used in rate filings with the Public Utilities Commission:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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**State of South Dakota  
 Gas Rate Schedule - SDPUC Volume No. 2**

Section No. 3

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

**RATE SUMMARY SHEET**

Canceling 114<sup>th</sup> Revised Sheet No. 1

Page 1 of 1

Rate Schedule	Sheet No.	Basic Service Charge	Distribution		PGA Items			Total Rate/ Dk
			Delivery Charge	CTA	COG	Surcharge	Total COG	
<b>Residential Rate 60</b>	2	\$0.28 per day	\$1.744	\$0.028	\$4.001	\$0.149	\$4.150	\$5.922
<b>Firm General Service Rate 70</b>	11	\$0.35 per day						
Meters rated < 500 cubic feet								
Meters rated > 500 cubic feet		\$1.07 per day	\$1.302	\$0.028	\$4.001	\$0.149	\$4.150	\$5.480
			(Maximum)					(Maximum)
<b>Small Interruptible Gas Rate 71</b>	12	\$150.00 per month	\$0.378		\$2.788	\$0.299	\$3.087	\$3.465
<b>Optional Seasonal Gas Service Rate 72</b>	13	\$0.35 per day						
Meters rated < 500 cubic feet								
Meters rated > 500 cubic feet		\$1.07 per day	\$1.302	\$0.028	\$2.936	\$0.149	\$3.085	\$4.415
<b>Transportation Service</b>	22							
Small Interruptible Rate 81		\$150.00 per month						
Maximum			\$0.378					
Minimum			\$0.047					
Fuel Charge					\$0.028			
Large Interruptible Rate 82		\$230.00 per month						
Maximum			\$0.198					
Minimum			\$0.036					
Fuel Charge					\$0.028			
			(Maximum)					(Maximum)
<b>Large Interruptible Gas Rate 85</b>	26	\$230.00 per month	\$0.198		\$2.788	\$0.299	\$3.087	\$3.285

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**Montana-Dakota Utilities Co.**  
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
4<sup>th</sup> Revised Sheet No. 2  
Canceling 3<sup>rd</sup> Revised Sheet No. 2

**RESIDENTIAL GAS SERVICE Rate 60**

Page 1 of 2

**Availability:**

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

T

**Rate:**

Basic Service Charge: \$0.28 per day

I

Distribution Delivery Charge: \$1.744 per dk

I

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.11, or any amendments or alterations thereto.

**Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Purchased Gas Cost Adjustment 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.

**Conservation Tracking Adjustment:**

Service under this rate schedule is subject to a charge for the Conservation Program Tracking Mechanism as set forth in Rate 90 or any amendment or alterations thereto.

T

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
Original Sheet No. 2.1

**RESIDENTIAL GAS SERVICE Rate 60**

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Page 2 of 2

**General Terms and Conditions:**

RULES - The foregoing schedule is subject to Rates 100 through 134 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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 3  
3<sup>rd</sup> Revised Sheet No. 11  
Canceling 2<sup>nd</sup> Revised Sheet No. 11

### FIRM GENERAL GAS SERVICE Rate 70

Page 1 of 2

#### Availability:

In all communities served for all purposes except for resale. Customers with loads exceeding an input rate of 2,500,000 BTU per hour shall consult with the Company prior to taking service under this rate schedule as provided in Rate 100 § III.2. See Rate 100, §V.3, for definition on class of service.

T

#### Rate:

##### Basic Service Charge:

For customers with meters rated under 500 cubic feet per hour \$0.35 per day

For customers with meters rated over 500 cubic feet per hour \$1.07 per day

I

Distribution Delivery Charge: \$1.302 per dk

I

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.11, or any amendments or alterations thereto.

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Purchased Gas Cost Adjustment 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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Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
2<sup>nd</sup> Revised Sheet No. 11.1  
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**FIRM GENERAL GAS SERVICE Rate 70**

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Page 2 of 2

**Conservation Tracking Adjustment:**

Service under this rate schedule is subject to a charge for the Conservation Program Tracking Mechanism as set forth in Rate 90 or any amendment or alterations thereto.

T

**General Terms and Conditions:**

RULES - The foregoing schedule is subject to Rates 100 through 134 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 South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
2<sup>nd</sup> Revised Sheet No. 12  
Canceling 1<sup>st</sup> Revised Sheet No. 12

**SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71**

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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 40,000 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 interruption purposes, the maximum daily firm requirement shall be set forth in the firm service agreement.

**Rate:**

Basic Service Charge: \$150.00 per month

Distribution Delivery Charge:

Maximum Rate \$0.378 per dk  
Minimum Rate \$0.047 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.11, or any amendments or alterations thereto.

**Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Purchased Gas Cost Adjustment 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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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
1<sup>st</sup> Revised Sheet No. 12.1  
Canceling Original Sheet No. 12.1

**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.10.
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** - Upon request of the Company, customer may be required to enter into an agreement for service hereunder. If mutually agreed to by the Company and customer, the term of service reflected in such agreement may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under another appropriate rate schedule for the customer's operations.

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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
Original Sheet No. 12.2

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**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 required for daily measurement will be installed by the Company, at its sole discretion, prior to the initiation of service hereunder.

The customer shall be required to provide and maintain, at no cost to Company, a 120 volt, 15 ampere, AC power supply, or other power source acceptable to the Company, and acceptable telephone service available at customer's meter location(s). Customer agrees to provide and maintain, at no cost to the Company, any necessary telephone enhancements to assure Company of a quality telephone signal necessary to properly transmit data. The customer shall pay all charges for continuous electric and telephone service associated with the Company's connection of the remote data acquisition equipment, and any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.

The Company reserves the right to charge for each service call to investigate, repair and/or reprogram the Company's remote data acquisition equipment when the service call is the result of a failure or change in communication or power source provided by customer or damage to Company's equipment.

6. **RULES** - The foregoing schedule is subject to Rates 100 through 134 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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
5<sup>th</sup> Revised Sheet No. 13  
Canceling 4<sup>th</sup> Revised Sheet No. 13

**OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72**

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Page 1 of 2

**Availability:**

In all communities served for customers otherwise qualifying for service under Firm General Gas Service Rate 70. See Rate 100, §V.3, for definition of class of service.

T

**Rate:**

Basic Service Charge:

For customers with meters rated under 500 cubic feet per hour \$0.35 per day

For customers with meters rated over 500 cubic feet per hour \$1.07 per day

I

Distribution Delivery Charge: \$1.302 per dk

I

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.11, or any amendments or alterations thereto.

**Cost of Gas:**

The cost of gas includes all applicable cost of gas items as defined in Purchased Gas Cost Adjustment 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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## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 3

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

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

### OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

Page 2 of 2

#### Conservation Tracking Adjustment:

Service under this rate schedule is subject to a charge for the Conservation Program Tracking Mechanism as set forth in Rate 90 or any amendment or alterations thereto.

T

#### General Terms and Conditions:

1. TERM - The customer agrees to contract for service under the Optional Seasonal General Gas Service Rate 72 for a minimum of one year.
2. RULES - The foregoing schedule is subject to Rates 100 through 134 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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Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
2<sup>nd</sup> Revised Sheet No. 22  
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**TRANSPORTATION SERVICE Rates 81 and 82**

Page 1 of 9

**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.

T

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 40,000 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 an input rate of 2,500,000 Btu per hour, metered at a single delivery point, whose average use of natural gas will exceed 40,000 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 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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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
2<sup>nd</sup> Revised Sheet No. 22.1  
Canceling 1<sup>st</sup> Revised Sheet No. 22.1

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 2 of 9

**Rate:**

Basic Service Charge:

Rate 81 \$150.00 per month 1/

Rate 82 \$230.00 per month 2/

1/ In the event customer takes service through one meter under both Rates 71 and 81, the base rate under Rate 81 shall be waived.

2/ In the event customer takes service through one meter under both Rates 85 and 82, the base rate under Rate 82 shall be waived.

Under Rates 81 or 82 customer shall pay a negotiated rate not more than the maximum rate or less than the minimum rate specified below. (The per dk charge is applicable to all dk of natural gas transported under the terms of this rate.)

	<u>Rate 81</u>	<u>Rate 82</u>	
Maximum Rate per dk	\$0.378	\$0.198	I R
Minimum Rate per dk	\$0.047	\$0.036	R
Balancing Charge per dk	\$0.300	\$0.300	

**Fuel Charge:**

Applicable to all dk transported to customers located within the distribution system. Charge does not apply to customers interconnected directly to the interstate or intrastate pipeline. See Rate Summary Sheet for currently effective charge.

T

**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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 3

Original Sheet No. 22.2

Canceling Vol. 1 2<sup>nd</sup> Rev. Sheet No. 22.2

### TRANSPORTATION SERVICE Rates 81 and 82

Page 3 of 9

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

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**Montana-Dakota Utilities Co.**  
*A Division of MDU Resources Group, Inc.*  
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
1<sup>st</sup> Revised Sheet No. 22.3  
Canceling Original Sheet No. 22.3

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 4 of 9

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. The Company may install automatic shut-off or curtailment equipment, at the customer's expense, to regulate the amount of gas customer may use at the time of curtailment or interruption.

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**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 billed at Firm General Service Rate 70 (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 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 the 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

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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
Original Sheet No. 22.4  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 22.4

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 5 of 9

Company, gas service under the appropriate sales rate schedule for the customer's operations.

8. RECONNECTION FEE - 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.
9. BALANCING:
  - 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. If, at the end of a billing month, the accumulated difference between actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer exceeds 4% of that month's scheduled receipts, resulting in a negative imbalance (i.e., deliveries exceed scheduled receipts), the customer will be assessed a balancing charge, set forth herein, on the imbalance exceeding 4%. If such imbalance is not eliminated by the end of the next monthly billing period, the customer shall then be billed, in addition to the applicable transportation rate, a penalty for the under nominated volume exceeding 4% at the Firm General Gas Service Rate 70 (distribution delivery charge and cost of gas). The accumulated difference between the actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer will be adjusted for the volume on which a penalty was imposed. If, at the end of a billing month, the accumulated difference between nominated (scheduled) receipts on behalf of such customer and actual gas deliveries to the customer exceeds 4% of that month's scheduled receipts, resulting in a positive imbalance (i.e., scheduled receipts exceed deliveries), the customer will be assessed a balancing charge, set forth herein, on the imbalance exceeding 4%. If such imbalance is not eliminated by the end of the next monthly billing period, (1) the Company may adjust the volume of gas received on behalf of the customer so as to eliminate the prior period over nomination exceeding 4% up to 10% and (2) the Company shall retain the over nomination of gas exceeding 10% free and clear of any adverse claims relating thereto when such accumulated difference

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
Original Sheet No. 22.5  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 22.5

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 6 of 9

exceeds 50 dk. The accumulated difference between the actual gas deliveries to the customer and nominated (scheduled) receipts on behalf of such customer will be adjusted for the volume retained.

- b. In the event customer's imbalance causes the Company to incur a balancing penalty from its interconnecting pipeline(s), customer shall pay any penalty payments or overrun charges the Company is required to make under the terms of its contract(s) with interconnecting pipeline(s) resulting from such action by customer. In the event that more than one customer is obtaining gas from the same shipper and/or agent at the same interconnection with a delivering pipeline, any payment or overrun penalties the Company is required to make shall be apportioned among such customers on the basis of each customer's contribution toward the imbalance.
  - c. Customer's nominations made to clear imbalances will be subject to the priority of service and allocation of capacity provisions set forth in Rate 100, §V.10, and the penalties for failure to curtail or interrupt use of gas set forth in Paragraph 5 of this rate schedule.
  - d. Termination of the gas transportation service shall not relieve Company and customer of the obligation to correct any quantity imbalances hereunder or customer of the obligation to pay money due hereunder to Company.
  - e. 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. **NOMINATION VARIANCE CHARGE** - The customer shall pay, any payments the Company must make to its interconnecting pipeline(s), as a result of nomination variance penalties caused by customer's nomination variances. Such penalties will be allocated on the basis of each customer's contribution toward the nomination variance.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
Original Sheet No. 22.6  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 22.6

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 7 of 9

11. **METERING REQUIREMENTS** Remote data acquisition equipment required by the Company for daily measurement will be purchased and installed by the Company prior to the initiation of service hereunder. The cost of the equipment and its installation shall be paid for by the customer. Such contribution in aid, as adjusted for federal income taxes, shall be paid prior to the installation of such equipment unless otherwise agreed to by the Company. Such equipment will be maintained by the Company and will remain the sole property of the Company. Company may remove such equipment when service hereunder is terminated. The customer shall provide and maintain, at no cost to Company, a 120 volt, 15 ampere, AC power supply or other power source acceptable to the Company and acceptable telephone service at customer's meter location(s). Customer agrees to provide and maintain, at no cost to the Company, any necessary telephone enhancements to assure Company of a quality telephone signal necessary to properly transmit data. The customer shall pay all charges for continuous electric and telephone service associated with the Company's connection of the remote data acquisition equipment, and any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.

12. **DAILY NOMINATION REQUIREMENTS:**

- a. Customer or customer's shipper and/or agent shall advise Company's gas nominations center, by 11:30 a.m. Central Clock Time, of the dk requirements customer has requested to be delivered at each delivery point during 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

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
Original Sheet No. 22.7  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 22.7

**TRANSPORTATION SERVICE Rates 81 and 82**

Page 8 of 9

excess of the quantities of gas to be delivered to customer. If total nominated receipts exceed total deliveries at receipt points where more than one customer is receiving service, nominations will be allocated on a pro rata basis. At no time shall Company have the responsibility to deliver gas in excess of customer's nomination.

- d. In the event that more than one customer is receiving gas from the same shipper and/or agent at the same receipt point, any reduction in nominated volumes will be allocated on a pro rata basis, unless Company and shipper(s) and/or agent(s) have agreed to a predetermined allocation procedure.
- 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.11, or any amendment 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.

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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
Original Sheet No. 22.8  
Canceling Vol. 1 2<sup>nd</sup> Revised Sheet No. 22.8

**TRANSPORTATION SERVICE Rates 81 and 82**

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Page 9 of 9

18. RULES - The foregoing schedule is subject to Rates 100 through 134 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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
3<sup>rd</sup> Revised Sheet No. 26  
Canceling 2<sup>nd</sup> Revised Sheet No. 26

**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 an input rate of 2,500,000 Btu per hour, metered at a single delivery point and whose use of natural gas will exceed 40,000 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 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. C

**Rate:**

Basic Service Charge:	\$230.00 per month	I
Distribution Delivery Charge:		
Maximum Rate	\$ 0.198 per dk	I
Minimum Rate	\$ 0.036 per dk	R
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.11, or any amendments or alterations thereto.

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 3

1<sup>st</sup> Revised Sheet No. 26.1

Canceling Original Sheet No. 26.1

#### LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

Page 2 of 3

#### Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in Purchased Gas Cost Adjustment 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:

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. Customers taking service hereunder agree that the Company without prior notice shall have the right to curtail or interrupt such service 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.10.
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 payment(s) 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** - Upon request of the Company, customer may be required to enter into an agreement for service hereunder. If mutually agreed to by the Company and customer, the term of service reflected in such agreement may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under another appropriate rate schedule for the customer's operations.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 3  
Original Sheet No. 26.2

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**LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85**

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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 required for daily measurement will be installed by the Company, at its sole discretion, prior to the initiation of service hereunder.

The customer shall be required to provide and maintain, at no cost to Company, a 120 volt, 15 ampere, AC power supply, or other power source acceptable to the Company, and acceptable telephone service available at customer's meter location(s). Customer agrees to provide and maintain, at no cost to the Company, any necessary telephone enhancements to assure company of a quality telephone signal necessary to properly transmit data. The customer shall pay all charges for continuous electric and telephone service associated with the Company's connection of the remote data acquisition equipment, and any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.

The Company reserves the right to charge for each service call to investigate, repair and/or reprogram the Company's remote data acquisition equipment when the service call is the result of a failure or change in communication or power source provided by customer or damage to Company's equipment.

6. **RULES** - The foregoing schedule is subject to Rates 100 through 134 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 South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
3<sup>rd</sup> Revised Sheet No. 28  
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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 period from October 1 through April 30. Service provided under the Company's Residential Rate 60 and Firm General Service Rate 70 shall be subject to decreases or increases under the DDSM.

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**DISTRIBUTION DELIVERY STABILIZATION MECHANISM:**

A DDSM will be determined for each customer taking service under Residential Service Rate 60 and Firm General Service Rate 70 beginning with the first billing cycle starting November 1 through the billing cycle ending May 1. The DDSM adjustment will be applied as a surcharge or credit on all rate schedules to which the DDSM is applicable.

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**DDSM ADJUSTMENT CALCULATION:**

The DDSM Adjustment shall be determined for each customer taking service under Residential Rate 60 or Firm General Service Rate 70. 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, as determined in the most recent general rate case. The resulting product shall be multiplied by the applicable Distribution Delivery Charge rate per dk.

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

Where:

DDSM<sub>i</sub> = Distribution Delivery Stabilization Adjustment  
i = Customer served under Rate Schedule 60 or 70  
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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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
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Canceling 1<sup>st</sup> Revised Sheet No. 28.1

**DISTRIBUTION DELIVERY STABILIZATION MECHANISM – Rate 87**

Page 2 of 2

**DEFINITIONS:**

Heating Degree Days	-	The difference between the average of the daily high and low temperatures as reported by the National Weather Service station subtracted from 65 degrees Fahrenheit.	
Normal Degree Days	-	The heating degree days based on the 30-year average for the period 1981-2010.	T
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. Residential (Rate Code 600 and 601) = 0.0448 Dk per day Firm General (Rate Code 700) = 0.0572 Dk per day Firm General (Rate Code 701) = 1.2288 Dk per day	T
Actual Degree Days	-	The actual degree days reported by the National Weather Service Stations for applicable service areas in South Dakota.	T

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
4<sup>th</sup> Revised Sheet No. 29  
Canceling 3<sup>rd</sup> Revised Sheet No. 29

**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 1 of 6

**1. Applicability:**

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

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

- (a) The effective dates of the PGA shall be service rendered on and after the first day of each month, unless the Commission shall otherwise order.
- (b) Montana-Dakota shall file a PGA to reflect changes in its average cost of gas supply only when the amount of change in such PGA is at least 10 (ten) cents per dk compared to the currently effective adjustment. The adjustment to be effective October 1 shall be filed each year, regardless of the amount of the change.

**3. Purchased Gas Cost Adjustment:**

- (a) The monthly PGA shall reflect changes in Montana-Dakota's cost of gas supply as compared to the cost of gas supply approved in its most recent PGA. 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 and hedging program gains, losses and transaction costs related to system gas supply.
- (b) The PGA shall be computed as follows:
  - (1) Demand costs shall include all annual gathering, transportation and storage demand charges at current rates.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
1<sup>st</sup> Revised Sheet No. 29.1  
Canceling Original Sheet No. 29.1

**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 2 of 6

- (2) Commodity costs shall include all annual gathering, transportation and storage charges at current rates.
- (3) The gas commodity cost shall reflect all commodity related gas costs estimated to be in effect for the month the PGA 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 for the most recent twelve month period adjusted to reflect losses.

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

- (1) Demand costs 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. C
- (3) 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.
- (4) 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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*A Division of MDU Resources Group, Inc.*  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
3<sup>rd</sup> Revised Sheet No. 29.2  
Canceling 2<sup>nd</sup> Revised Sheet No. 29.2

**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 3 of 6

- (5) 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 PGA 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. C

**4. Surcharge Adjustment:**

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 Purchase Gas Account:**

- (a) Items to be included in the Unrecovered Purchased Gas Cost Account, as calculated in accordance with Subsection 5(b) are:
  - (1) Charges for gas supply which Montana-Dakota is unable to reflect in a Purchased Gas Cost Adjustment by reason of the ten 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. Such refunds received shall be credited to the Unrecovered Purchased Gas Cost Account.
  - (4) Carrying charges or credits as determined in Section 5(b)(2).
  - (5) Demand costs recovered from the interruptible sales customers will be credited to the residential and firm general service customers. T  
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Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3

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**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 4 of 6

- (b) (1) The amount to be included in the Unrecovered Purchased Gas Cost Account 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 suppliers' 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 PGA.
- (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 Unrecovered Purchased Gas Cost Account for each rate schedule.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
2<sup>nd</sup> Revised Sheet No. 29.4  
Canceling 1<sup>st</sup> Revised Sheet No. 29.4

**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 5 of 6

(2) Montana-Dakota will calculate carrying charges on the amounts in the Unrecovered Purchased Gas Cost Account, Account 191, at the rate of interest for a three-month Treasury Bill as published monthly by the Federal Reserve Board for the preceding month. The amount to be included in Account 191 for carrying charges shall be determined as follows: 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 Unrecovered Purchased Gas Cost Account for each rate schedule, and carrying charges shall not be computed on the amounts in such supplementary account.

(c) Reduction of Amounts in the Unrecovered Purchased Gas Cost Account:

- (1) The amounts in the Unrecovered Purchased Gas Cost Account 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 the Unrecovered Purchased Gas Cost Account specified in Subsections 5(a)(1), (2), (3) and (5) and the amounts in the supplementary Unrecovered Purchased Gas Cost Account specified in Subsection 5(a)(4).

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 3  
1<sup>st</sup> Revised Sheet No. 29.5  
Canceling Original Sheet No. 29.5

**PURCHASED GAS COST ADJUSTMENT Rate 88**

Page 6 of 6

**6. Margin Sharing Mechanism:**

At the time of each surcharge adjustment, pursuant to Paragraph 4, the Company will compute a credit to Rates 60, 70 and 72 based on the margin collected from Grain Drying customers served under interruptible service rates. The adjustment will be determined as follows:

- (a) (1) The margin credit balance established in Docket No. NG12-008.
- (2) The monthly difference between the actual margin received, multiplied by 90 percent, and the actual margin reflected in rates based on the credit per unit established at the time of each surcharge adjustment.
- (b) The unit adjustment shall be determined by dividing the balance resulting in Subsection 6(a) by the Rate 60, 70 and 72 volumes estimated to be sold during the twelve months following the effective date of each adjustment.

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

- (a) Each filing by Montana-Dakota shall be made by means of revised PGA sheets identifying the amounts of the adjustments and the resulting currently effective PGA rates.
- (b) Each filing shall be accompanied by detailed computations which clearly show the derivation of the relevant amounts.

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10<sup>th</sup> Revised Sheet No. 31  
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**CONSERVATION PROGRAM  
TRACKING MECHANISM Rate 90**

Page 1 of 1

**Applicability:**

This rate schedule represents a Conservation Program Tracking Mechanism and specifies the procedure to be utilized to recover the costs of a portfolio of conservation programs, as authorized by the Commission, including a DSM financial performance incentive. Service provided under the Company's Residential Service Rate 60 and Firm General Service Rates 70 and 72 shall be subject to this tracking mechanism.

**Conservation Program Tracker:**

An adjustment per dk will be determined for each rate schedule subject to the Conservation Program Tracking Mechanism. Monthly bills beginning with the first billing cycle each March 1 will be adjusted by the application of the Conservation Tracking Adjustment rate indicated below. The total program costs including the DSM financial incentive will be amortized over projected volumes to be sold over the next 12 month period. Following the initial one-year term, and annually thereafter, the Conservation Program Tracker rate calculation shall include any over or under collection of revenue from the preceding twelve month recovery period plus carrying costs on the monthly over or under collected amount. Montana-Dakota will apply carrying charges at the rate of interest for a three-month Treasury Bill as published monthly by the Federal Reserve for the preceding month.

**Conservation Tracking Adjustment:      \$0.028**

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Section No. 4  
10<sup>th</sup> Revised Sheet No. 1  
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**LIST OF GAS CONTRACTS WITH DEVIATIONS**

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Page 1 of 1

<u>Name and Location of Customer</u>	<u>Type or Class of Service</u>	<u>Execution and Expiration Dates</u>	<u>Most Comparable Regular Tariff</u>	
			<u>Schedule No.</u>	<u>Contract Differences</u>

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**TABLE OF CONTENTS**  
**GENERAL PROVISIONS Rate 100**

Page 1 of 20

<u>Title</u>	<u>Page No.</u>
I. Purpose	3
II. Definitions	3-5
III. Customer Obligations	
1. Application for Service	5
2. Input Rating	5
3. Access to Customer's Premises	6
4. Company Property	6
5. Interference with Company Property	6
6. Relocated Lines	6
7. Notification of Leaks	6
8. Termination of Gas Service	6
9. Reporting Requirement	6
10. Quality of Gas	7
IV. Liability	
1. Continuity of Service	7
2. Customer's Equipment	7
3. Company Equipment and Use of Service	7
4. Indemnification	7
5. Force Majeure	7-8
V. General Terms and Conditions	
1. Agreement	9
2. Rate Options	9
3. Rules for Application of Gas Service	9-10
4. Dispatching	10
5. Rules Covering Gas Service to Manufactured Homes	10
6. Consumer Deposits	10-11
7. Metering and Measurement	12
8. Measurement Unit for Billing Purposes	12
9. Unit of Volume for Measurement	12-13
10. Priority of Service & Allocation of Capacity	13-14

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**Gas Rate Schedule – SDPUC Volume No. 2**

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**TABLE OF CONTENTS**  
**GENERAL PROVISIONS Rate 100**

Page 2 of 20

<u>Title</u>	<u>Page No.</u>
V. General Terms and Conditions (cont.)	
11. Late Payment	14
12. Returned Check Charge	14
13. Tax Clause	14
14. Utility Customer Services	14-15
15. Utility Services Performed after Normal Business Hours	15
16. Notice to Discontinue Gas Service	15
17. Installing Temporary Metering Facilities or Service	16
18. Reconnection Fee for Seasonal or Temporary Customers	16
19. Discontinuance of Service for Nonpayment of Bills	16
20. Discontinuance of Service for Causes other than Nonpayment of Bills	17
21. Unauthorized Use of Service	18-19
22. Gas Meter Test by Customer Request	19-20
23. Bill Discount for Qualifying Employees	20
24. Additional Rates Identifying Special Provisions	20

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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
1<sup>st</sup> Revised Sheet No. 1.2  
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**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 Utilities Commission of South 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 Utilities Commission of the State of South Dakota.

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

**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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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

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**GENERAL PROVISIONS Rate 100**

Page 4 of 20

**CUSTOMER** – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by the 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.

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

**HOUSEHOLD** – A family or a group of people who live together.

**INDEBTED HOUSEHOLD** – A group of people living together among whom there is one who is indebted to a gas utility for service provided previously to the residence for which service is now sought.

**INTERRUPTION** – A cessation of transportation or retail natural gas service deemed necessary by the 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, 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. This includes any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

**RECEIPT POINT** – The intertie between the Company and the interconnecting pipeline(s) at which point the Company assumes custody of the gas being transported.

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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
1<sup>st</sup> Revised Sheet No. 1.4  
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**GENERAL PROVISIONS Rate 100**

Page 5 of 20

SHIPPER – The party with whom the Pipeline has entered into a service agreement with in order to provide transportation services.

**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 an applicant 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 an 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 asked to make a deposit as required. Pursuant to Rate 100 § V.6.

2. **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 and pressure required 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 the Company's sole discretion, the 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 insure that such equipment will conform to the Company's ability to adequately serve such installations with gas.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
1<sup>st</sup> Revised Sheet No. 1.5  
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**GENERAL PROVISIONS Rate 100**

Page 6 of 20

3. ACCESS TO CUSTOMER'S PREMISES – Company representatives, when properly identified, shall have access to customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incidental to the service.
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 the Company's meters or other property or permit same to be done by other than the Company's authorized employees or representatives.
6. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and customer erects or installs a building, 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.
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 GAS 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 the Company all information as may be required or appropriate to comply with reporting requirements of duly constituted authorities having jurisdiction over the matter herein.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
1<sup>st</sup> Revised Sheet No. 1.6  
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**GENERAL PROVISIONS Rate 100**

Page 7 of 20

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 except when such loss, injury, death or damage results from the negligence of the Company.
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.
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 the 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. The Company agrees to indemnify and hold customer harmless from any and all injury, death, loss or damage resulting from the 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

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## Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

1<sup>st</sup> Revised Sheet No. 1.7

Canceling Original Sheet No. 1.7

#### GENERAL PROVISIONS Rate 100

Page 8 of 20

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 the 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 the 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 authorizations from third parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under this agreement, when any such inability directly or indirectly contributes to or results in either party's inability to perform its obligations.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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**GENERAL PROVISIONS Rate 100**

Page 9 of 20

**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 12 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. Typical service would include the following: separately metered units, such as single private residences, single apartments, mobile homes and sorority and fraternity houses (this is not an all-inclusive list). In addition, auxiliary buildings on the same premise as the living quarters, used for residential purposes, or for the producing operations of a farm or ranch, may be served on the residential rate.
  - b. Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for nonresidential purposes. Typical service would include stores, offices, shops, restaurants, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty parlors, 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).

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

1<sup>st</sup> Revised Sheet No. 1.9

Canceling Original Sheet No. 1.9

#### GENERAL PROVISIONS Rate 100

Page 10 of 20

- 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 the Company to facilitate transportation service. The 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 Home 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. This information is available at Montana-Dakota Utilities Co.'s offices.
  - 6. 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.

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### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

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#### GENERAL PROVISIONS Rate 100

Page 11 of 20

- a. The amount of such deposit shall not exceed one-sixth of the estimated annual bill. If a customer has no deposit or one which is inadequate in comparison with his recent bills for service the Company may collect an additional amount in order to bring the total deposit up to the foregoing standard. Should a customer be unable to pay the full amount of the deposit, the Company shall accept payment of the deposit in reasonable installments not to exceed four months.
- 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 automatically terminate after the customer has established credit that would result in return of a deposit or at the guarantor's request upon sixty days written notice to the Company. 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.
- c. The customer may, in lieu of a deposit, be placed on an early payment list whereby customer shall pay the service bill within a minimum of five working days. However for early payment, early disconnection shall be proper when a customer fails to pay the service bill within a minimum of five working days.

A deposit shall earn interest at the rate of 7% per year for such period as the customer receives service. 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 12 months, provided prompt payment record, as defined in the Commission rules, has been established.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
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**GENERAL PROVISIONS Rate 100**

Page 12 of 20

7. **METERING AND MEASUREMENT:**
- a. The 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. The Company will test meters in accordance with applicable state utility rules and regulations.
  - b. Transportation customers agree to provide the cost of the installation of remote data acquisition equipment to the Company before transportation service is implemented.
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 60 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 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

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### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5  
1<sup>st</sup> Revised Sheet No. 1.12  
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#### GENERAL PROVISIONS Rate 100

Page 13 of 20

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 hand-billed accounts, application of supercompressibility factors will be waived on monthly-billed volumes of 250 dk or less.

#### 10. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY – Priority of Service from highest to lowest:

- a. Priority 1 – Firm sales service.
- b. Priority 2 – Small interruptible sales and small interruptible transportation services at the maximum rate on a pro rata basis.
- c. Priority 3 – Large interruptible sales and large interruptible transportation services at the maximum rate on a pro rata basis.
- d. Priority 4 – Small interruptible sales and small interruptible transportation services at less than the maximum rate from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
- e. Priority 5 – Large interruptible sales and large interruptible transportation services at less than the maximum rate from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
- f. Priority 6 – 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.

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### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

2<sup>nd</sup> Revised Sheet No. 1.13

Canceling 1<sup>st</sup> Revised Sheet No. 1.13

#### GENERAL PROVISIONS Rate 100

Page 14 of 20

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.

11. 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% per month will be applied to any unpaid balance existing at the immediate subsequent billing 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.

12. RETURNED CHECK CHARGE – A charge of \$40.00 will be collected by the Company for each check charged back to the Company by a bank.

13. 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 usage fees or any sales, use, franchise 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 customers' 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.

14. UTILITY CUSTOMER SERVICES:

- a. The following services will be performed at no charge regardless of the time of performance:

1. Fire and explosion calls.

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**Montana-Dakota Utilities Co.**  
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
2<sup>nd</sup> Revised Sheet No. 1.14  
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**GENERAL PROVISIONS Rate 100**

Page 15 of 20

2. Investigate hazardous conditions on customer premises, such as gas leaks, odor complaints, combustible fumes.
3. Maintenance or repair of Company-owned facilities on the customer's premises.
- 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. Lighting pilots, inspecting, and adjusting gas equipment in connection with establishing service when working cut-in orders.
  3. Investigating high bills or inadequate service complaints.
  4. Location of underground Company facilities and customer-owned gas service lines for contractors, builders, plumbers, etc.
15. **UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS –**  
For service requested by customers after the Company's normal business hours, a charge will be made for labor at standard overtime service rates and materials at retail prices. 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.
16. **NOTICE TO DISCONTINUE GAS SERVICE –** Customers desiring to have their gas service discontinued shall notify the Company during regular business hours, one business day before service is to be discontinued. Such notice shall be by letter or telephone call to the Company's Customer Service Centers. Saturdays, Sundays and legal holidays are not considered business days.

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**Montana-Dakota Utilities Co.**  
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
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**GENERAL PROVISIONS Rate 100**

Page 16 of 20

17. 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.

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

**Residential -**

The Basic Service Charge applicable during the period service was not being used or a minimum 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 non-space heating business entities 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 = 117 dk; Large Firm General = 1,221dk; and Small Interruptible = 5,556 dk). A minimum of \$30.00 will apply to all reconnections occurring during normal business hours. The minimum will be based on standard overtime rates for reconnection of service occurring after normal business hours.

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

19. DISCONTINUANCE OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for services are due when rendered and will be considered delinquent if not paid by the 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.

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

2<sup>nd</sup> Revised Sheet No. 1.16

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### GENERAL PROVISIONS Rate 100

Page 17 of 20

The Company may collect a fee of \$25.00 before restoring gas service which has been disconnected for nonpayment of service bills during normal business hours. Standard overtime rates will apply for services performed after normal business hours.

#### 20. DISCONTINUANCE 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.

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 the Company's facilities.

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

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## Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

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### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

1<sup>st</sup> Revised Sheet No. 1.17

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#### GENERAL PROVISIONS Rate 100

Page 18 of 20

21. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with the Company's meter, pressure regulator, registration, connections, equipment, seals, valve, procedures or records resulting 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.
  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. Any charges for damage to Company property will be billed to the customer. The customer may also be charged for:
  1. Time, material and transportation costs used in investigation or surveillance.
  2. Estimated charge for non-metered gas.
  3. On-premise time to correct situation.
  4. A minimum fee of \$30.00 will apply.

All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company.

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
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**GENERAL PROVISIONS Rate 100**

Page 19 of 20

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 paragraph 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 §V, paragraph 6  
CONSUMER DEPOSITS.

22. GAS METER TEST BY CUSTOMER REQUEST - Any customer may request the Company to test its gas meter. The Company shall make the test as soon as possible after receipt of the request. If a request is made within one year after a previous request, the Company may require a deposit as follows:

<u>Meter Rating</u>	<u>Deposit Amount</u>
<u>Residential</u>	
All	\$10.00
<u>Non-Residential</u>	
425 CFH* or less	\$40.00
426 CFH to 1000 CFH	\$40.00
Over 1000 CFH	\$70.00

\* Cubic feet per hour

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
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Canceling 1<sup>st</sup> Revised Sheet No. 1.19

**GENERAL PROVISIONS Rate 100**

Page 20 of 20

The deposit shall be refunded only if the meter is found to have an unacceptable error, as defined in the Commission's regulations. In the case where a meter is replaced due to malfunction, a customer will be allowed one additional free meter test within 12 months, if requested by the customer.

23. A bill discount may be available for residential use only in a single family unit served by Montana-Dakota Utilities Co. to qualifying employees and retirees of MDU Resources and its subsidiaries. The bill shall be computed at the applicable rate, and the amount reduced by 33 1/3%.

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24. SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:

- Rate 119 - Interruptible Gas Service Extension Policy
- Rate 120 - Firm Gas Service Extension Policy
- Rate 124 - New Installation, Replacement, Relocation and Repair of Gas Service Lines
- Rate 134 - Rules and Policies for Implementing Master Metering Restrictions

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**State of South Dakota  
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**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:

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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, tap setting and associated equipment, barricade, service line(s), 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 federal and state income taxes.
  - 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, letter of credit, or written guarantee commitment, 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 or guarantor shall pay the Company for such contribution requirement, or
    - iii. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.

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Gas Rate Schedule – SDPUC Volume No. 2**

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

Page 2 of 2

- 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. Remote data acquisition equipment costs shall be subject to the terms and conditions specified in Transportation Service Rates 81 and 82.
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 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.
    - ii. Customers who have posted a bond, letter of credit, or a written guarantee commitment will be notified of any reduction in surety or guarantee requirements based on the above calculation.
    - iii. No refunds will be made for amounts less than \$25.00.
  - 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.

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**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 or firm transportation 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 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 3rd Year Annual Dk x  
Distribution Delivery Charge)) / Levelized Annual Revenue Requirement Factor

4. Cost of the extension shall include, if applicable, the gas main extension(s), valves, tap setting and associated equipment, barricade, service line(s), 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.

The service line is that portion of the gas service extending from the 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.
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

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<b>Docket No.:</b>	NG02-011		



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street

Bismarck, ND 58501

## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

Original Sheet No. 20.1

Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20.1

### FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 2 of 6

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 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. Customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or written guarantee commitment, shall be effective for the original five-year

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

Original Sheet No. 20.2

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

Page 3 of 6

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, or

iv. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.

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 volume 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 \$25.00. Customers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee 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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

Original Sheet No. 20.3

Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20.3

#### **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 groups of customers requesting service totaling 10 or more when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. 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 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.
- 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.
- d. The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

Original Sheet No. 20.4

Canceling Vol. 1 Original Sheet No. 20.4

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

Page 5 of 6

#### **C. Developer Extensions**

Cost participation may be required for extensions such as a subdivision or mobile home court, in which a developer is installing roads, utilities, 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 A.3.
- b. The contribution shall be made by:
  - i. A one-time payment prior to construction, or
  - ii. Developer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or a written guarantee commitment, 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, or
  - iii. Developer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- 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 South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 5  
Original Sheet No. 20.5

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**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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Page 6 of 6

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 \$25.00. Developers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee 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.*  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule**

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Section No. 5  
1<sup>st</sup> Revised Sheet No. 24  
Canceling Original Sheet No. 24

**NEW INSTALLATION, REPLACEMENT, RELOCATION  
AND REPAIR OF GAS SERVICE LINES Rate 124**

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Page 1 of 1

1. The Company will install, at its expense, a service line extending from the main to the connection at the premise regulator and/or meter for all customers. The service line installed by the Company will remain the Company's property.
2. A non-refundable contribution may be required for that portion of the service line cost not supported by the expected or actual connected load. The contribution requirement will be determined based on minimum footage allowances determined annually taking into account the maximum allowable investment defined in Rate 120 and the statewide average installed per foot cost. The Company reserves the right to charge customer the total cost of the installed service line if service is not initiated within 12 months of such installation.
3. The portion of the service line not cost justified shall be charged to the customer on the basis of direct costs to the Company. The Company may, at its option, calculate a statewide average cost per foot for such work based on its experience and may use such calculated amount for billing purposes. No minimum amount shall apply.
4. Where service line location changes are required due to building encroachments (a building is being constructed or is already located over a service line, etc.) or due to a customer request to move a service line, the customer shall be charged on the basis of direct costs incurred by the Company.
5. 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 for 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.
6. 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 paragraph 2 above.

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5

Original Sheet No. 34

Canceling Vol. 1 Original Sheet No. 34

#### **RULES AND POLICIES FOR IMPLEMENTING MASTER METERING RESTRICTIONS Rate 134**

Page 1 of 4

##### Section 1. Definitions

- (a) "Multiple occupancy building" shall mean any building which contains more than one residential or commercial unit.
- (b) "New multiple occupancy building" shall mean any building for which the physical labor involved in the erection of such building started on or after June 13, 1980.
- (c) "Existing multiple occupancy building" shall mean any building for which the physical labor involved in the erection of such building started before June 13, 1980.
- (d) "Mobile home court or trailer park" shall mean any such mobile home courts or trailer parks in which residence is predominantly either permanent or long term, and shall not include mobile home courts or trailer parks in which residency is highly transient, such as campgrounds for recreational vehicles or trailers used for recreation or vacations.
- (e) "New mobile home courts or trailer parks" shall mean such courts or parks, for which the physical labor involved in the construction commenced on or after June 13, 1980.
- (f) "Existing mobile home courts or trailer parks" shall mean such courts or parks, for which the physical labor involved in the construction commenced before June 13, 1980.
- (g) "Master metered service" shall mean gas service provided to more than one residential or commercial unit through a single meter.
- (h) "Individually metered service" shall mean gas service provided to one residential or commercial unit through a single meter which serves that unit only and no other unit.
- (i) "Company" shall mean Montana-Dakota Utilities Co.

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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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5

Original Sheet No. 34.1

Canceling Vol.1 Original Sheet No. 34.1

**RULES AND POLICIES FOR IMPLEMENTING MASTER  
METERING RESTRICTIONS Rate 134**

Page 2 of 4

**Section 2. Applicability**

Natural gas service to new multiple occupancy buildings and mobile home courts or trailer parks shall be provided as individually metered service only unless specifically exempted by one or more of the provisions contained in Section 3 below.

**Section 3. Exceptions**

- (a) Residential multiple occupancy buildings consisting of no more than two units, one of which is owner occupied, may be served by one master meter.
- (b) The following multiple occupancy buildings or facilities may be served by master meter:
  - (i) Hospitals
  - (ii) Nursing or convalescent homes
  - (iii) Transient hotels or motels
  - (iv) Dormitories
  - (v) Campgrounds
  - (vi) Residential facilities of a transient nature
- (c) Existing multiple occupancy buildings (construction of which commenced before June 13, 1980) which are presently receiving master metered gas service may continue to be served on a master metered basis.
- (d) Master metered gas service provided for central heating or cooling systems, central ventilating systems or for central hot water heating systems.
- (e) Service to multiple occupancy buildings constructed, owned or operated with funds appropriated through the U.S. Department of Housing and Urban Development, or any other federal or state government agency, shall be served by individual meters. If such individual metering requirement is inconsistent with regulations promulgated by such department or agency, service on a master metered basis is allowed.

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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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
Original Sheet No. 34.2  
Canceling Vol. 1 Original Sheet No. 34.2

**RULES AND POLICIES FOR IMPLEMENTING MASTER  
METERING RESTRICTIONS Rate 134**

Page 3 of 4

- (f) Existing mobile home courts and trailer parks may continue to be served on a master metered basis, subject to Section 5 of this tariff.

**Section 4. Remodeling and Renovation**

Where there is an existing multiple occupancy building receiving master metered gas service which is substantially remodeled or renovated for continued use as a multiple occupancy building, for which the physical labor for remodeling or renovation is begun after June 13, 1980, gas service to the units after completion of the remodeling or renovation shall be on an individual metered basis, unless the owner of such building demonstrates to the South Dakota Public Utilities Commission that such conversion would be impractical, uneconomical or unfeasible, and the owner of such building provides the Company with evidence of the South Dakota Public Utilities Commission decision.

**Section 5. Owner or Operator Charge for Gas Service**

- (a) Gas service to an existing master metered multiple occupancy building, if not otherwise prohibited by this tariff, shall be provided only upon condition that charges for gas made by the owner or operator to each tenant or occupant shall be equal to each tenant's or occupant's pro rata share of the total amount charged to the owner or operator by the Company in proportion to the ratio of the total square foot floor area of the building.
- (b) Gas service to an existing master metered mobile home court or trailer park shall be provided only upon condition that charges for gas made by the owner or operator of such court or park to each tenant or occupant shall be equal to such tenant's or occupant's pro rata share of the total amount charged to the owner by the Company in proportion to the ratio of the square foot floor area of each tenant's or occupant's unit to the total square foot floor area of the mobile home court or trailer park.

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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 South Dakota Gas Rate Schedule – SDPUC Volume No. 2

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Section No. 5

Original Sheet No. 34.3

Canceling Vol. 1 Original Sheet No. 34.3

#### **RULES AND POLICIES FOR IMPLEMENTING MASTER METERING RESTRICTIONS Rate 134**

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Page 4 of 4

#### Section 6. Variation

Any variation from the above rules will only be made after the owner or operator provides evidence of South Dakota Public Utilities Commission approval of such variation.

All other rules and regulations of Montana-Dakota which govern gas service in South Dakota and which do not conflict with the provisions of this rule shall apply to gas service provided to new and existing buildings which are subject to this rule. The customer is responsible for ascertaining and complying with all applicable rules and regulations of any governmental authority having jurisdiction over the subject matter of this rule.

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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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

**CONSUMER'S DEPOSIT RECEIPT**

Section No. 6  
Original Sheet No. 1  
Canceling Vol. 1 4<sup>th</sup> Rev. Sheet No. 1  
Page 1 of 1

**CONSUMER'S DEPOSIT RECEIPT**

Received of: \_\_\_\_\_ Account \_\_\_\_\_

Date \_\_\_\_\_

Deposit Nbr \_\_\_\_\_

Deposit Amount \_\_\_\_\_

Service Address  
135 WESTGATE RD LOT 150  
BOX ELDER SD 57719

A deposit of \_\_\_\_\_ is received as security for the payment of any amount which may become due Montana-Dakota Utilities Co., for utility services and is not to be considered a payment on account. If at any time a bill of the customer is not paid within 22 days after date of presentation, the deposit may, at the option of the company, be applied to the account thereof.

This deposit will be refunded, with interest, provided all bills have been paid in full and service is no longer desired or when customer has established satisfactory credit in accordance with the public service or utility commission rules. This deposit will bear interest at the rate of 7.00 % or at a rate equal to the rate required by the public service or utilities commission on an annual basis. Interest shall accrue from the date payment is made on the deposit until the day the deposit is refunded or upon discontinuance of service. Interest shall be credited to the customer's account annually during the month of December. This statement shall constitute a receipt of said deposit and shall not be transferable.

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A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 2  
Canceling Vol. 1 Original Sheet No. 2.1

**NEW CUSTOMER APPLICATION CARD – GENERAL SERVICE**

Page 1 of 1

NEW CUSTOMER APPLICATION CARD – GENERAL SERVICE

20902(5-01) (Rev. 11/87) MONTANA-DAKOTA UTILITIES CO. front  
**NEW CUSTOMER APPLICATION CARD – GENERAL SERVICE**  
Business Name: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Mailing Address: (If different) \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Type of Business Activity: \_\_\_\_\_  
Owner of Building: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_  
Type of Service Requested: Electric ☐ Gas ☐ Date Service To Begin: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Previous Address: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_  
Gen. Serv. Cust. of MDU at Prev. Address: Yes ☐ No ☐ (When) \_\_\_\_\_ (Where) \_\_\_\_\_  
Legal Status: Corporation ☐ Partnership ☐ Sole Proprietorship ☐ (Other) \_\_\_\_\_  
Name, Address and Phone of Owners, Partners, Officers or Local Representatives: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

back

Applicant whose signature appears below hereby grants permission to MDU to enter applicant's premises at all reasonable times for the purpose of installing, connecting, reading, inspecting, operating, disconnecting or removing the company pipes, wires, meters or other equipment and warrants that applicant has authority to grant this permission.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**DO NOT WRITE BELOW – FOR OFFICE USE ONLY**

Identification: Current Driver's License – State \_\_\_\_\_ No. \_\_\_\_\_

OR Social Security Number: \_\_\_\_\_

Deposit or Security Required: Yes ☐ No ☐ Amt. \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 3  
Canceling Vol. 1 2<sup>nd</sup> Rev. Sheet No. 3

**GAS METER ORDER**

Page 1 of 1

MONTANA-DAKOTA UTILITIES CO. GAS METER ORDER									
ORDER RECEIVED BY:		HOW RECEIVED: * TELEPHONE <input type="checkbox"/> * IN PERSON <input type="checkbox"/> * LETTER <input type="checkbox"/>		TIME:	NAME OF PERSON PLACING ORDER:		DATE:	TOWN:	ACCOUNT NO.:
CONNECT METER FOR:					DISCONNECT METER FOR:				
TELEPHONE NO.:		MAILING ADDRESS (AND IF DIFFERENT) SERVICE ADDRESS:						CITY LIMITS: IN <input type="checkbox"/> OUT <input type="checkbox"/>	
CUSTOMER CLASS IN:		RATE:		SERVICE REQUESTED: GAS ONLY <input type="checkbox"/> GAS & ELECTRIC <input type="checkbox"/>		PREVIOUS ADDRESS:			
DEPOSIT: NO. 1		NO DEPOSIT REQUIRED: JOB OWNER REFERENCES		FORWARDING ADDRESS:					
<b>METER IN</b>					<b>METER OUT</b>				
COMPANY NO.:		MAHUF.:	SERIAL NUMBER:	SIZE:	DATE:	COMPANY NO.:		SERIAL NO.:	
DATE:	DIALS:	STANDARD READING:		GAUGE PRESSURE: LBS. OZS.	STANDARD READING:		UNCORRECTED READING:		
METER LOCATION: OUTSIDE <input type="checkbox"/> BASEMENT <input type="checkbox"/> MAIN FLOOR <input type="checkbox"/> UPSTAIRS <input type="checkbox"/> GARAGE <input type="checkbox"/> READ DIFT <input type="checkbox"/>					<input type="checkbox"/> METER EXCHANGE* <input type="checkbox"/> SEALED AT METER STOP <input type="checkbox"/> SEALED AT RISER STOP <input type="checkbox"/> METER REMOVED* <input type="checkbox"/> CUT OUT AT METER <input type="checkbox"/> SERVICE LEFT ON				
<b>THE FOLLOWING NEEDS TO BE FILLED IN WHEN INTERGRATING INSTRUMENTS OR PRESSURE FACTORS.</b>					REGULATORS: 1ST _____ 2ND _____ ORIFICE SIZE:				
ATMOS. PRESS.	PRESSURE FACTOR	FACTORED METER Yes <input type="checkbox"/> No <input type="checkbox"/>		PILOT INSPECT <input type="checkbox"/> Yes <input type="checkbox"/> No		REMARKS:			
INSTRUMENT	CORRECTING TO CCF 10 <input type="checkbox"/> 100 <input type="checkbox"/> 1000 <input type="checkbox"/>	CORRECTED READING		INSULATOR INSPECT <input type="checkbox"/> Yes <input type="checkbox"/> No		*REASON METER REMOVED <input type="checkbox"/> RANDOM TESTING <input type="checkbox"/> DAMAGED <input type="checkbox"/> PERIODIC TESTING <input type="checkbox"/> NON REGISTER <input type="checkbox"/> TEST FAILURE LIST <input type="checkbox"/> OTHER			
DIALS	CORRECTING TO CCF 10 <input type="checkbox"/> 100 <input type="checkbox"/> 1000 <input type="checkbox"/>	UNCORRECTED READING		DISTRIBUTION ACCT. <input type="checkbox"/> Yes <input type="checkbox"/> No					
WORK DONE BY:		PREMISE TIME:		TRANSMISSION ACCT. <input type="checkbox"/> Yes <input type="checkbox"/> No					
				DELIVERY POINT ID:					
				LINE TAP:					
				DELIVERY 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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 4  
Canceling Original Sheet No. 4

**STANDARD CUSTOMER BILL**

Page 1 of 2



SERVICE FOR

ACCOUNT NUMBER

DATE DUE  
May 31, 2012

PAGE 1 of 2

(N)

A Division of MDU Resources Group, Inc.

In the Commitment to Serve™

GETTYSBURG, SD 57442-1412

BILL DATE

May 9, 2012

AMOUNT DUE

\$136.78

www.montana-dakota.com

**ACCOUNT SUMMARY**

Previous Balance \$145.48  
Payment Received 4/20/2012 Thank you -145.48  
Current Gas Charges 52.81  
Current Electric Charges 83.97  
**Amount Due on 5/31/12 \$136.78**

Any balance remaining after the due date is subject to a late payment charge of 1.00% per month.

**CUSTOMER SERVICE & EMERGENCY SERVICE**

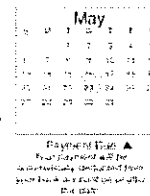
1-800-638-3278

Emergencies, 24 hours a day  
Non-emergencies, Mon-Fri, 7 AM - 2 PM

Email: [customerservice@mdu.com](mailto:customerservice@mdu.com)

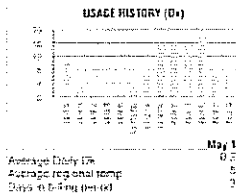
Mail: Montana-Dakota Utilities Co.,  
Attn: Customer Service, PO Box 7605, Bismarck, ND 58507-1605. Please include your account number.

**CALL BEFORE YOU DIG 811**



**Gas Charges**

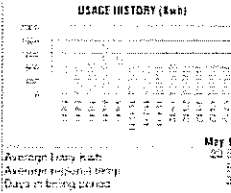
BILLING PERIOD 4/5/12 - 5/7/12  
DAYS 33  
METER NUMBER 012799875  
METER READ DATE 5/7/12  
Next scheduled read 6/6/12  
RATE 66 - Residential Gas



CURRENT READING	PREVIOUS READING	DIFFERENCE	CHARGE FACTOR	CU FT
651.4	654.6	-3.2	x 0.960413	-3.1
Basic Service Charge 33 Days x \$0.10				
Distribution Delivery 5.0 Cu Ft x \$2.515				
Cost of Gas 5.2 Cu Ft x \$3.556				
Cost of Gas 1.4 Cu Ft x \$2.280				
OTA 6.5 Cu Ft x \$0.019				
State Tax 4.1% x \$10.00				
City Tax 2.1% x \$49.62				
<b>Total Charges</b>				<b>\$52.81</b>

**Electric Charges**

BILLING PERIOD 4/5/12 - 5/7/12  
DAYS 33  
METER NUMBER 011278286  
METER READ DATE 5/7/12  
Next scheduled read 6/6/12  
RATE 10 - Residential Electric



CURRENT READING	PREVIOUS READING	TOTAL USED
580.37	582.60	-2.23 Kwh
Basic Rate		
Energy 100 Kwh x \$0.0821		
Energy 200 Kwh x \$0.08541		
Energy 27 Kwh x \$0.08401		
Fuel Cost Adj. 0.12 Kwh x \$0.025003		
Fuel Cost Adj. 165 Kwh x \$0.004118		
State Tax 4.1% x \$19.22		
City Tax 2.1% x \$29.25		
<b>Total Charges</b>		<b>\$83.97</b>



ACCOUNT NUMBER

DATE OF BIRTH  
May 23, 2012

AMOUNT DUE  
\$136.78

1-800-638-3278  
www.mdu.com



GETTYSBURG, SD 57442-1412



Thank you for using the Montana-Dakota Utilities Co. EasyPay

(N)

Date Filed: October 10, 2012

Effective Date: February 1, 2013

Issued By: Tamie A. Aberle  
Director - Regulatory Affairs

Docket No.: GE12-004



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

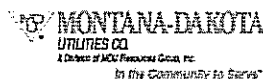
## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
1<sup>st</sup> Revised Sheet No. 4.1  
Canceling Original Sheet No. 4.1

### STANDARD CUSTOMER BILL

Page 2 of 2

(N)



Customer Service: 1-800-638-3278 • 7 a.m.-7 p.m. Monday-Friday  
Call volume is generally higher on Mondays, for faster service please call Tuesday-Friday.  
[www.montana-dakota.com](http://www.montana-dakota.com)

Page 2

#### Ways to Pay Your Bill

**Easy Pay:** Automatically pay your bill each month by having Montana-Dakota Utilities debit your pre-authorized payment from your financial institution each month. To enroll, call 1-800-638-3278 or complete the Easy Pay Enrollment Authorization form located on our website, [www.montana-dakota.com](http://www.montana-dakota.com), and return with a voided check.

**Pay By Phone or Online:** We accept payments through Western Union's Speedpay<sup>®</sup>, a third party service provider. You will find the Speedpay link on our website or simply call toll free 1-866-762-5124 and follow the prompts. Payments can be made 24/7 using your credit card, debit card or electronic transfer from a checking, money market or savings account. You will need your utility account number (available on your bill) to process your payment. Western Union's Speedpay<sup>®</sup> charges a \$3.95 convenience fee per transaction for this service.

**Payment Locations:** Pay by cash, check or money order at one of our payment locations.

There is no charge for fax service. Call Customer Service or visit our website for the nearest payment location. Payments made at a payment location are not credited to your account until they are received by Montana-Dakota Utilities.

**By Mail:** Mail your payment to Montana-Dakota Utilities Co., P.O. Box 300, Bismarck, ND 58501-0300. Be sure to allow time for mailing & your payment to reach us by the due date.

**Balanced Billing:** Our billing plan levels out your monthly bill so you can reduce the Montana-Dakota energy charges in the winter and the cost of energy. To enroll, complete the Balanced Billing form located on our website or contact Customer Service at 1-800-638-3278.

**Payment Due Date:** Your bill is past due if not paid within 27 days after it is mailed. If you are paying with a credit card or paying at one of our payment locations in response to a Balance Due Notice, please contact Montana-Dakota at 1-800-638-3278 and let us know that payment has been made.

#### Billing Terms and Definitions

The rates reflected on your bill have been approved by the Public Service Commission or Public Utilities Commission in the state where service is provided. Copies of the company's current tariffs are available at [www.montana-dakota.com](http://www.montana-dakota.com).

**Basic Service Charge or Base Rate:** A monthly or daily charge designed to recover a portion of the fixed costs incurred in providing utility service regardless of how much energy is used.

**Constant:** A fixed value used to convert meter readings to actual energy use when certain equipment is used in the metering process, such as current and potential transformers.

**Cost of Gas:** The charge to recover the cost of gas itself as well as other related costs. Montana-Dakota obtains its natural gas pipeline supplies in accordance with its gas purchase. The cost is directly a pass-through to customers and does not include Montana-Dakota's profit.

**CTA - Conservation Tracking Adjustment:** A charge that provides funding for Conservation programs in the states of MT and ND.

**Demand Charge:** A charge designed to recover the demand or peak related costs associated with the delivery of electric service from the generation source to your meter.

**Distribution Delivery Charge or Energy Charge:** A variable charge to recover the costs of delivering energy to your meter. This amount varies with the amount of energy used.

**DDSM - Distribution Delivery Stabilizer on Mechanism:** A charge applicable to gas service provided in MT and ND designed to adjust for the over- or under collection of distribution delivery revenues due to actual temperature variations from normal temperatures. This adjustment is applicable during the billing period Nov. 1-May 1.

**Dk - Dakota:** The bill is reflective of the total amount of natural gas used in the billing period. The amount of natural gas used is measured by the gas meter is converted to Btu by applying a therm factor to its measured use.

**Fuel and Purchased Power:** The energy (measured in Btu) and purchased power costs the company incurs in supplying its customers with electricity. This cost is a pass-through to customers and is subject to change on a monthly basis for customers served in MT and ND.

**Fuel Cost Adj.:** Adjustment per kWh to reflect changes in the cost of fuel and purchased power the company incurs in supplying its customers with electricity. This adjustment is a pass-through to customers and is subject to change on a monthly basis in ND.

**Kwh - Kilowatt:** The kWh is the peak demand by maximum 15 minute measured demand for electricity during the billing period in the maximum Kwh amount as stated in the company's tariff.

**Kwh - Kilowatt-hour:** The kWh is the total amount of electricity used in the billing period.

**Kvar Penalty:** A penalty applicable to a customer operating its facilities outside the power factor range stated on the company's tariffs.

**Power Supply Cost Adj.:** Adjustment per kWh to reflect changes in the cost of fuel and purchased power the company incurs in supplying its customers with electricity. This adjustment is a pass-through to customers and is subject to change on an annual basis in MT.

**TCA - Transmission Cost Adjustment:** A charge per kWh applicable to electric service provided in ND for recovery of transmission related expenditures and investments not of revenues recovered from others. The TCA is subject to change on an annual basis.

**Therm Factor:** The therm factor adjusts the amount of natural gas measured by the meter for the best estimate and change in pressure of the gas delivered to a customer's premise. This conversion factor is that all customers are billed based on the best estimate of the gas during the applicable billing period.

**USDS - Universal System Benefits Charge:** A charge that provides funding for conservation and other resource programs for the state of MT as required by the Montana State Legislature.

#### Important Customer Information

If you have a question regarding your bill or service, please call Montana-Dakota Customer Service FIRST at 1-800-638-3278. If you cannot pay your bill at this time, we are willing to make satisfactory payment arrangements. If your questions are not answered after you have called Customer Service, you may contact the regulatory agencies governing in the state where service is provided.

- MT PSC: 1 North 4<sup>th</sup> Street, Suite 200, Helena, Montana 59601-2000
- ND PSC: 200 N. 4<sup>th</sup> Street, Bismarck, North Dakota 58501-0400
- SD PSC: 1405 E. 10<sup>th</sup> Street
- WY PSC: 200 West 10<sup>th</sup> Avenue, Suite 200, Cheyenne, WY 82002

Payments made by check or electronically that are debited by the bank will be processed as a returned payment fee.

When you provide a check as payment, you authorize us to use information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer (EFT), bank may be notified on how long an amount is held at the same day or next day payment. The transaction will appear on your bank statement as EFT and you will not receive a copy or image of your check from your bank statement. Payments marked with a restrictive legend that is not, for example, subject to an account and satisfaction without our express prior written approval.

Moving? To avoid being billed for service you have not used, please contact us at least two business days before you want service disconnected.

Has your mailing / email address or phone number changed?

Please provide details here and check the box on the front of this stub.

Account No. \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

(N)

Date Filed: October 10, 2012

Effective Date: February 1, 2013

Issued By: Tamie A. Aberle  
Director - Regulatory Affairs

Docket No.: GE12-004



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 5  
Canceling Original Sheet No. 5

**DISCONNECT NOTICE**

Page 1 of 1

MONTANA-DAKOTA UTILITIES CO

ON

Account Number: \_\_\_\_\_

**DISCONNECT NOTICE**

WE WANT TO CONTINUE OUR DEPENDABLE SERVICE TO YOU,  
OUR VALUED CUSTOMER, BUT YOU MUST TAKE ACTION NOW.

Date: \_\_\_\_\_

Service Address: \_\_\_\_\_

Payment of your service account is now past due. Your service will be disconnected on \_\_\_\_\_ unless your past due amount is paid in full or satisfactory arrangements are made before this date. If service is disconnected, payment in full and a reconnect fee of \_\_\_\_\_ plus applicable taxes to restore service during normal working hours, plus a deposit or additional deposit of \_\_\_\_\_ will be required before service is restored.

**PLEASE CONTACT US NOW TO AVOID ANY INCONVENIENCE  
THANK YOU.**

	PAST DUE	CURRENT	ACCT BALANCE
UTILITY:			
DEPOSIT:	\$0.00	\$0.00	\$0.00

**DIRECT INQUIRIES TO:**  
MONTANA-DAKOTA UTILITIES CO  
PO BOX 1060  
RAPID CITY SD 57709  
1 605 342 0187

**DIRECT UNRESOLVED COMPLAINTS TO:**  
SD PUBLIC UTILITIES COMMISSION  
500 E CAPITOL  
PIERRE SD 57501  
1 800 332 1782

**DIRECT PAYMENTS TO:**  
MONTANA-DAKOTA UTILITIES CO  
PO BOX 5600  
BISMARCK ND 58506-5600

**Date Filed:** June 7, 2004

**Effective Date:** Service Rendered on and  
after December 1, 2004

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

**Docket No.:** NG04-004



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 6  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 7  
**APPLICATION FOR INTERRUPTIBLE NATURAL GAS SERVICE**  
Page 1 of 1

2047417-688  
IR Rev. 9/85

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

**APPLICATION FOR INTERRUPTIBLE NATURAL GAS SERVICE**

Dated: \_\_\_\_\_

The undersigned hereby makes application to Montana-Dakota Utilities Co., hereinafter referred to as the Company, for interruptible natural gas service, at the location shown below.

- (A) Application is a non-residential retail gas customer of the Company and in order to secure a rate differential as provided under the terms and conditions of the Company's Rate Schedule \_\_\_\_\_. Applicant agrees to discontinue use of natural gas immediately upon notice from the Company, on natural gas equipment having alternate fuel capability or on such equipment which qualifies customer for interruptible service. Applicant agrees not to resume the use of natural gas during periods of interruption until informed that it may do so by the Company.
- (B) During periods of interruption, applicant may continue the use of natural gas on firm usage equipment as listed below.
- (C) Company's rates and services are subject to regulation and Applicant will be bound by any changes as approved by the applicable regulatory authorities.

**INTERRUPTIBLE EQUIPMENT**

<u>Type &amp; No. of Units</u>	<u>Input (cfh)</u>	<u>Standby Fuel</u>	<u>Peak Day Usage (MCF)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**FIRM USAGE EQUIPMENT**

<u>Type &amp; No. of Units</u>	<u>Input (cfh)</u>	<u>Peak Day Usage (MCF)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT: \_\_\_\_\_ BY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY AND STATE: \_\_\_\_\_  
MDU CUSTOMER ACCOUNT NO.: \_\_\_\_\_

**APPROVED:**

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

By: \_\_\_\_\_  
(Division Manager)

**DISTRIBUTION:**

- 1 Copy to Division Gas Superintendent
- 1 Copy to Division Manager
- 1 Copy to Division Accounting Administrator
- 1 Copy to Gas Dispatching Superintendent  
(WBI-Glendale)
- 1 Copy to Customer

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



**Montana-Dakota Utilities Co.**

*A Division of MDU Resources Group, Inc.*

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

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 6  
1<sup>st</sup> Revised Sheet No. 7  
Canceling Original Sheet No. 7

**CUSTOMER INFORMATION BOOKLET**

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Page 1 of 2

CUSTOMER INFORMATION BOOKLET

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**Date Filed:** May 18, 2004

**Effective Date:** January 6, 2004

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

**Docket No.:** GE03-001



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 7.1  
Canceling Original Sheet No. 7.1

**CUSTOMER INFORMATION BOOKLET**

Page 2 of 2

**CUSTOMER INFORMATION BOOKLET**

**ADDITIONAL CUSTOMER  
INFORMATION FOR  
SOUTH DAKOTA CUSTOMERS**

Montana-Dakota Utilities Co. (Montana-Dakota) is regulated by the South Dakota Public Utilities Commission whose duties were expanded in 1975 to include regulation of natural gas and electric utilities. It is the commission's duty to oversee rates and services of all investor owned gas and electric utilities in the state.

Montana-Dakota feels it is important that you are satisfied with your natural gas or electric service. However, sometimes a question, misunderstanding or complaint may develop. If it does, please let us know. Our employees are trained to help you.

Montana-Dakota will make a full and prompt investigation of all written complaints received. Please direct all written complaints to the Montana-Dakota office that appears on your utility bill.

**DISPUTES**

Whenever a customer advises Montana-Dakota, before the disconnection of natural gas or electric service, that any part of the billing, charges or service is in dispute, Montana-Dakota shall:

1. investigate the dispute promptly.
2. Advise the customer of the investigation and its result.
3. Attempt to resolve the dispute.
4. Withhold disconnection of service providing the customer pays the undisputed portion of the bill.

If the dispute is not resolved Montana-Dakota must notify the customer that the customer has the right to appeal to the South Dakota Public Utilities Commission within ten (10) business days after the disconnection notice was sent for resolution of the dispute.

The commission is available for consultation, you may write or call:

South Dakota Public Utilities Commission  
Capitol Building  
Pierre, South Dakota 57501  
1-605-773-3201

**CREDIT AND DEPOSIT POLICIES**

Montana-Dakota's deposit policy is predicated upon the credit risk of the individual as evidenced by past energy purchases without regard to the collective credit reputation of the area in which he or she lives and without regard to any of the traditional means for establishing credit such as home ownership or friendly relations with a bank.

This credit and deposit policy is administered without discrimination in regard to race, color, creed, religion, sex, ancestry, marital status, age or national origin.

Montana-Dakota will not require a deposit or guarantee from any new or present customers who have established good credit. Montana-Dakota will determine the credit standing of an applicant for service by referring to information about the applicant's prior energy usage and bill paying habits if the applicant has had service before. In the case of unknown credit, traditional means of credit rating can be supplied by the applicant.

A customer who has had one or more disconnections of service in the last year, or three or more disconnection notices in the last year, or has an undisputed outstanding debt with Montana-Dakota may be asked to reestablish credit through one of the following methods:

1. Make a cash deposit not to exceed one-sixth (1/6) of the estimated annual bill. Deposits will earn seven percent (7%) simple interest per year from the date of the deposit to the date of refund or disconnection.
2. Provide a guarantor (residential only).
3. Be placed on an early payments list wherein the customer agrees to pay the bill for utility services within five (5) business days after it is received.
4. A non-residential customer may also provide a letter of credit, post a surety bond, or negotiate another option with the Company.

An existing customer will be given notice of not less than fifteen (15) days that a deposit, guarantor, or early payment is required.

**REFUSAL AND DISCONNECTION POLICIES**

Naturally, if your utility bill is not paid within a reasonable length of time, you cannot expect to continue to receive natural gas or electric service from Montana-Dakota.

We do not like to disconnect or refuse service to a customer, but sometimes it must be done. You will be notified before such action is taken if the reason is:

1. Non-payment of your utility service bill (after consumer deposit and earned interest, if any, have been applied to the outstanding bill).
2. You have failed to pay a required deposit or meet the credit requirements.
3. You have violated Montana-Dakota's rules on file with the South Dakota Public Utilities Commission. These rules are available for your inspection at the Montana-Dakota office noted on your utility bill.
4. You have broken the terms of the contract for service with Montana-Dakota or have failed to furnish those things necessary to obtain utility service.
5. You have failed to allow Montana-Dakota employees access to company equipment located on your premises for meter reading, inspection, maintenance, replacement of equipment or to conduct investigations for hazardous conditions.
6. Unauthorized use of Montana-Dakota's equipment or tampering with Montana-Dakota's service equipment.

The following is a list of conditions, all of which must occur, before you will be disconnected for non-payment of a bill.

1. A customer may be receiving service from Montana-Dakota at more than one location. Only the service for which the bill is delinquent can be disconnected.
2. Bills are due when received. Bills become delinquent twenty-two (22) days after billing transmittal date. This period may be shortened if the customer's name is on the early payments list. This time period may be waived in cases of fraud, illegal use or when it is clearly indicated that the customer is preparing to leave. Montana-Dakota will send you a written notice giving you an additional ten (10) days in which to pay the bill to avoid disconnection.
3. If this is the customer's first disconnection notice, the customer will receive an additional personal notice by either telephone, visit or certified mail. Both written notice and personal notice shall contain a statement of the customer's right to appeal and where to appeal.
4. The customer, if he or she claims inability to pay or extenuating circumstances, is unwilling to enter into a reasonable agreement with Montana-Dakota to pay the service bill.
5. No bona fide or just dispute concerning the bill exists. A dispute shall not be defined as bona fide and just if the customer does not pay the undisputed

portion of the bill and does not, after notice of their right to do so, contact the commission with the unresolved dispute within ten (10) working days after the disconnection notice was sent.

Natural gas or electric service shall not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when Montana-Dakota's business offices are not open to the public.

The customer can pay a delinquent bill at the last minute to avoid disconnection. Montana-Dakota's representative who comes to disconnect the service can also accept last-minute payments.

In a landlord-tenant situation, where the meter is in the landlord's name, Montana-Dakota will not disconnect the utility service until the tenant has been offered the opportunity to put the natural gas service or electric service in their own name and the tenant has turned down this offer. Montana-Dakota will not ask the tenant to pay any outstanding bills or other charges owed by the landlord.

The disconnection of utility services during cold weather could cause a threat to health and life. Montana-Dakota shall not disconnect residential utility service from Nov. 1 to March 31 without adding an additional 30 days to the normal disconnection date. Montana-Dakota shall notify the customer before the normal disconnection date that the customer has an additional thirty (30) days until disconnection of service.

If disconnection of utility services will aggravate an existing medical emergency of the customer, a member of his family or other permanent resident of the premise, Montana-Dakota will postpone disconnection of services for 30 days from the date of a physician's certificate or notice from a public health or social services official that such a medical emergency exists. This extension is limited to a single thirty (30) day period.

**INSUFFICIENT REASONS FOR REFUSAL**

Montana-Dakota cannot refuse to serve a person:

1. Who will not pay a debt to another utility, or a debt for another class of service, or a debt for other bills not based on filed rates or charges;
2. For non-payment of a bill for which he or she is guarantor;
3. Asking for service in a dwelling where the former occupant was delinquent.

4. Who is living with someone that is in debt to Montana-Dakota in an attempt to force payment of that bill, except when that person, even though not personally liable to Montana-Dakota, is trying to get service back to the indebted household and no attempts are being made to pay the debt of that household.

This pamphlet is a summary of Montana-Dakota's customer rules. A complete listing of Montana-Dakota customer rules and South Dakota Public Utilities Commission rules, regulations and rate schedules are available for your inspection at the Montana-Dakota office noted on your utility bill. Your billing, payment and deposit records are also available to you for inspection. Montana-Dakota will furnish additional information as you may reasonably request.

Date Filed: May 18, 2004

Effective Date: January 6, 2004

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

Docket No.: GE03-001



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 8  
Canceling Original Sheet No. 8

**DISCONTINUANCE NOTICE FOR UNAUTHORIZED USE OF SERVICE**

Page 1 of 2

**MONTANA-DAKOTA UTILITIES CO.  
DISCONTINUANCE NOTICE**

**NOTICE TO CUSTOMER:**

Today we inspected your gas/electric service installation. This inspection has revealed that you are obtaining unauthorized gas/electric service at the address shown below. Under rules and regulations filed with, and approved by, the Public Utility Commission of \_\_\_\_\_, service can be terminated because of this irregularity. To avoid discontinuance of service bring this card to our office, no later than \_\_\_\_\_, at the address shown below, and we will discuss the conditions under which your gas/electric service will not be interrupted.

MONTANA-DAKOTA UTILITIES CO.

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Meter No.: \_\_\_\_\_

Employee: \_\_\_\_\_

**Date Filed:** June 7, 2004

**Effective Date:** Service Rendered on and  
after December 1, 2004

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

**Docket No.:** NG04-004



**Montana-Dakota Utilities Co.**  
*A Division of MDU Resources Group, Inc.*  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 8.1

**DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN  
NONPAYMENT OF BILLS**

Page 2 of 2

**MONTANA-DAKOTA UTILITIES CO.  
DISCONTINUANCE NOTICE**

**NOTICE TO CUSTOMER:**

Today we inspected your gas/electric service (installation and under rules and regulations filed with, and approved by, the Public Utility Commission of \_\_\_\_\_), we are legally authorized to discontinue service due to an irregularity. In order to have your service restored, bring this card to our office, at the address shown below, and we will discuss the conditions under which gas/electric service may be restored.

MONTANA-DAKOTA UTILITIES CO.

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Meter No.: \_\_\_\_\_

Employee: \_\_\_\_\_

**Date Filed:** June 7, 2004

**Effective Date:** Service Rendered on and  
after December 1, 2004

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

**Docket No.:** NG04-004





**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 9  
Canceling Vol. 1 Original Sheet No. 12

**THIRD PARTY NOTICE**

Page 1 of 1

**Would you like to be a designated Third Party?**

Montana-Dakota Utilities Co. (MDU) has a program available called "Third Party Notice." The purpose of the program is to help avoid any hardship which could result from disconnection of service by alerting a third party to such action in advance. This voluntary program would most benefit customers who are ill or elderly and live alone.

Under the "Third Party Notice" program, if it would be necessary to disconnect service due to nonpayment of past due bills, the customer as well as the designated third party would be notified prior to the disconnect date. The third party would then have the right to contact MDU and declare the customer's inability to pay and enter into a payment arrangement for the customer.

A third party can be a friend, relative, church or any community agency. The designated third party will have the right to receive and provide information regarding the customer's personal circumstances. Please talk with this third

party before you tell MDU this person will help you. The third party *will not* be responsible for payment of the customer's bill.

If your personal circumstances require that a third party be aware of a potential disconnection of your utility service, please complete and detach the form provided and return it to MDU as soon as possible. If you know of someone who might benefit from third party notification, please let them know of it. As individual circumstances frequently may change, Third Party Notices are valid for one year only, and an annual renewal is required. Please complete the form and return it to MDU – even if you have done so before.

For information of public agencies and community organizations which may be able to assist in payment of winter utility bills, please call the telephone number found on your utility bill or write to the MDU office address, also found on your utility bill.



**Request For A  
Third Party Notification  
(To be valid through November, 2003)**

Customer Name: (Please print) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Account Number from Bill: \_\_\_\_\_

MONTANA-DAKOTA UTILITIES CO. has my permission to provide information to and accept information from the party named below.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Third Party to be Notified: (Please print) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

MONTANA-DAKOTA UTILITIES CO. will make every effort to send a copy of the Notice of Proposed Disconnection to the party specified. The customer making the request understands that MDU assumes no liability for failure of third party to receive or act upon said Notice.

*Complete all information and return to the MDU office  
address found on your bill as soon as possible.*

Date Filed: December 30, 2002

Effective Date: Service Rendered on and  
after December 2, 2003

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

Implemented  
December 4, 2003

Docket No.: NG02-011



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 10  
Canceling Vol. 1 Original Sheet No. 13

**DEFERRED INSTALLMENT AGREEMENT FORM**

Page 1 of 1

20292111-809  
(Rev. 4/97)

**DEFERRED INSTALLMENT AGREEMENT FORM**  
**MONTANA-DAKOTA UTILITIES CO.**  
**DEFERRED INSTALLMENT AGREEMENT FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Delinquent Bill: \$ \_\_\_\_\_  
\_\_\_\_\_ Current Bill: \$ \_\_\_\_\_  
Account Number: \_\_\_\_\_ Total Bill: \$ \_\_\_\_\_  
Security Deposit: \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

**PAYMENT ARRANGEMENT**

<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

\* In addition to these arrangements, the current monthly bill is to be paid.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

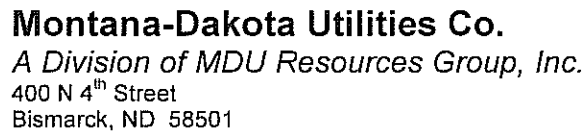
**FAILURE TO COMPLY WITH THIS AGREEMENT WILL RESULT IN THE COMPANY  
TAKING ACTION TO DISCONTINUE YOUR UTILITY SERVICE.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Customer signature is required even if submitted by Third Party)

Third Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

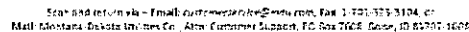
Name of Utility Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



Section No. 6  
1<sup>st</sup> Revised Sheet No. 11  
Canceling Original Sheet No. 11

## Page 1 of 1



- ### BILLING INFORMATION

For Office Use only:		
CSA ID#	Processed by:	Date:

Continuity of Service Agreement Form - Rev. 03-23-2012

<b>Date Filed:</b>	July 3, 2012	<b>Effective Date:</b>	June 21, 2012
<b>Issued By:</b>	Tamie A. Aberle Regulatory Affairs Manager		
<b>Docket No.:</b>	GE12-003		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 13  
Canceling Original Sheet No. 13

**GUARANTEE OF PAYMENT FOR NATURAL GAS AND/OR ELECTRIC  
SERVICE BY A SECOND PARTY IN LIEU OF A DEPOSIT**

Page 1 of 1

**GUARANTEE OF PAYMENT FOR NATURAL GAS AND/OR  
ELECTRIC SERVICE BY A SECOND PARTY IN LIEU OF A DEPOSIT**

204886-01  
Rev. 9/2003

**MONTANA-DAKOTA UTILITIES CO.  
GUARANTEE OF PAYMENT FOR  
NATURAL GAS AND/OR ELECTRIC SERVICE**

\_\_\_\_\_ (Date)

To: Montana-Dakota Utilities Co.

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip Code)

For value received, I, \_\_\_\_\_ (Name of Guarantor), do hereby absolutely guarantee to pay to Montana-Dakota Utilities Co. (Montana-Dakota), upon its request and at the location listed above, the outstanding balance accrued by \_\_\_\_\_ (Name of Customer) in the event that Customer's bill for natural gas and/or electricity provided by Montana-Dakota at \_\_\_\_\_ (Customer's Service Address) is not paid when due; however, liability under this Guarantee, other than the collection costs noted below, shall not exceed the sum of \$ \_\_\_\_\_. As Guarantor, I request copies of all disconnect notices sent to the Customer.

Liability under this Guarantee shall begin on \_\_\_\_\_, 19\_\_\_\_, and shall continue until Customer has paid for natural gas and/or electric service when due in a prompt and satisfactory manner for twelve consecutive months in accordance with Public Service Commission or Public Utilities Commission rules. I expressly waive receipt of notice of Montana-Dakota's acceptance of my guarantee.

I also agree to pay any and all costs that Montana-Dakota may incur in the collection of this guarantee. In the event legal action is required or becomes necessary to collect the outstanding balance accrued by the Customer from me under this guarantee, I agree to pay all legal fees, including attorneys' fees, in the amount the court determines is reasonable.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE GUARANTEE AGREEMENT AND THAT I HAVE RECEIVED A COPY OF IT.**

**GUARANTOR**

\_\_\_\_\_ (Signature of Witness)

\_\_\_\_\_ (Signature of Guarantor)

\_\_\_\_\_ (Guarantor's Mailing Address)

\_\_\_\_\_ (Guarantor's Street Address—If Different than Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_\_ (Guarantor's Telephone Number)

DIVISION OFFICE — White Copy

CUSTOMER COPY — Yellow Copy

GUARANTOR COPY — Pink Copy

Date Filed: June 7, 2004

Effective Date: Service Rendered on and  
after December 1, 2004

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

Docket No.: NG04-004



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 14  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 17

**DEPOSIT WARNING LETTER**

Page 1 of 1

**DEPOSIT WARNING LETTER**

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

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

RE: Account \_\_\_\_\_

\_\_\_\_\_  
(Service Address)

Dear \_\_\_\_\_:

This is to advise you that in the future should your utility service not be paid by the due date shown on your bill, Montana-Dakota Utilities Co. will require you to pay a deposit of \$ \_\_\_\_\_.

Please keep your service bill current and avoid having to make this deposit.

Thank you.

Sincerely,

\_\_\_\_\_  
(MDU Representative)

Date Filed: December 30, 2002

Effective Date: Service Rendered on and  
after December 2, 2003

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

Implemented  
December 4, 2003

Docket No.: NG02-011



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 15  
Canceling Vol. 1 Original Sheet No. 18

**DEPOSIT REQUEST**

Page 1 of 1

**DEPOSIT REQUEST**

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

\_\_\_\_\_  
Address Tel

**DEPOSIT REQUEST**

Date: \_\_\_\_\_

RE: Account \_\_\_\_\_

\_\_\_\_\_  
(Service Address)

Dear \_\_\_\_\_:

Previously you were advised that should your utility service not be paid by the due date shown on your bill, a deposit would be required.

Your payment history has not been satisfactory. This makes it necessary for us to request a deposit of \$ \_\_\_\_\_ or an additional deposit of \$ \_\_\_\_\_ to assure payment of your future bills. The deposit plus interest of \_\_\_\_\_ percent per year will be refunded to you after you have paid your monthly bills promptly for twelve months. If the deposit requested above is not paid on or before \_\_\_\_\_, action to discontinue service will be taken.

Name: \_\_\_\_\_

Sincerely,

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
(MDU Representative)

2087703-829  
Rev. 4/02

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
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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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 16  
Canceling Original Sheet No. 16

**FINAL NOTICE PRIOR TO DISCONNECT**

Page 1 of 1

MONTANA-DAKOTA UTILITIES CO

Account Number:

**FINAL NOTICE**

WE WANT TO CONTINUE OUR DEPENDABLE SERVICE TO YOU,  
OUR VALUED CUSTOMER, BUT YOU MUST TAKE ACTION NOW.

Date:

Service Address:

**YOUR SERVICE ACCOUNT IS SERIOUSLY PAST DUE.**

**THIS IS YOUR FINAL NOTIFICATION THAT YOUR GAS AND/OR ELECTRIC  
SERVICE WILL BE DISCONTINUED IMMEDIATELY -**

Unless your past due amount is paid in full or satisfactory  
arrangements are made in person to the CREDIT DEPARTMENT of  
MONTANA-DAKOTA UTILITIES CO. by 5:00 p.m. on \_\_\_\_\_.

If service is disconnected, payment in full and a reconnect  
fee of \_\_\_\_\_ to restore service during normal working  
hours plus a deposit or additional deposit of \_\_\_\_\_  
will be required before service is restored.

**PLEASE CONTACT US NOW TO AVOID ANY INCONVENIENCE  
THANK YOU.**

	PAST DUE	CURRENT	ACCT BALANCE
UTILITY:			
DEPOSIT:	\$0.00	\$0.00	\$0.00

DIRECT INQUIRIES TO:  
MONTANA-DAKOTA UTILITIES CO  
PO BOX 1060  
RAPID CITY SD 57709  
1 605 342 0187

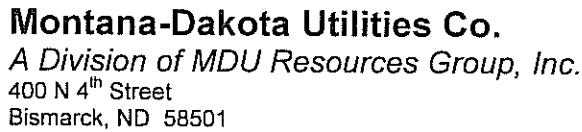
DIRECT UNRESOLVED COMPLAINTS TO:  
SD PUBLIC UTILITIES COMMISSION  
500 E CAPITOL  
PIERRE SD 57501  
1 800 332 1782

Date Filed: June 7, 2004

Effective Date: Service Rendered on and  
after December 1, 2004

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

Docket No.: NG04-004



Section No. 6  
Original Sheet No. 17

## Page 1 of 4

THIS AGREEMENT, made this 14th day of January, 2014, is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and Customer, hereinafter called "Customer".

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

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

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

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

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

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

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

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<b>Docket No.:</b>	NG02-011		





**Montana-Dakota Utilities Co.**  
*A Division of MDU Resources Group, Inc.*  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 17.1

**INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT**

Page 2 of 4

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

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

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

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

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

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

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

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

8.0 **FORCE MAJEURE.** In the event of either Party's being rendered wholly or in part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession,

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after December 2, 2003

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

Implemented  
December 4, 2003

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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 South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 17.2

**INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT**

Page 3 of 4

sion by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost. The term "force majeure" as employed herein shall include, but shall not be limited to acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Customer or Company under this Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, sudden partial or sudden entire failure of Company's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

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

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

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

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

CUSTOMER

COMPANY

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

By: \_\_\_\_\_  
\*  
Title: \_\_\_\_\_  
Witness \_\_\_\_\_  
\*  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM J. HUBNER  
Director of Marketing &  
Customer Services

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

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
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Docket No.:	NG02-011		



Montana-Dakota Utilities Co.  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
Original Sheet No. 17.3

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 4 of 4

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

This document is an attachment to the Interruptible General Gas Service Agreement dated 12/2/02 between Montana-Dakota Utilities Co. and Customer covering interruptible natural gas service to its facility located at Customer. Deliveries and charges hereunder shall commence on 12/2/02 and expire on 12/2/02.

Delivery Point	Rate Schedule	Rate*	Maximum Interruptible Delivery Point Quantity Per Day (dk)	Maximum Interruptible Delivery Point Annual Quantity (dk)
<u>Customer</u>	<u>Customer</u>	<u>Customer</u>	<u>Customer</u>	<u>Customer</u>

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

Customer must inform company of the date the Customer's facility will start consuming natural gas as well as the date the Customer ceases consuming natural gas. The Company must receive this information by 10:00 a.m. Central Clock Time the day prior to either issue listed above.

Accepted and agreed to this 12/2 day of December, 2002.

By: Customer  
Representing Customer

Accepted and agreed to this 12/2 day of December, 2002.

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

By: William J. Huthner  
WILLIAM J. HUTHNER  
Director of Marketing &  
Customer Services

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street

Bismarck, ND 58501

## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6

Original Sheet No. 18

Canceling Vol. 1 Original Sheet No. 23

### REQUEST FOR FIRM NATURAL GAS SALES SERVICE

Page 1 of 1

#### REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Interruptible General Gas Service Agreement dated 12/30/02 between Montana-Dakota Utilities Co. and [redacted] covering natural gas service to its facility located at [redacted].

#### Daily Firm Service Requirements

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

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

Firm gas sales, under Rate 70, shall commence on 12/30/02 and expire on 12/30/03, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

By: [redacted]

By: [redacted]  
(Please print or type)

Agreed to and accepted by Montana-Dakota Utilities Co. this 30th day of December, 2002.

By: [redacted]  
(Gas Supply Department)

Date Filed: December 30, 2002

Effective Date:

Service Rendered on and after December 2, 2003

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

Implemented  
December 4, 2003

Docket No.: NG02-011

**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6

Original Sheet No. 19

Canceling Vol. 1 Original Sheet No. 24

# GAS TRANSPORTATION AGREEMENT

Page 1 of 8

# GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter called "Customer".

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

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

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

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

2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES.  
Delivery of natural gas under Firm General Gas Transportation Service Rate 84  
Interruptible General Gas Transportation Service Rate 81, or Interruptible  
Industrial Gas Transportation Service Rate 82, by Company to Customer shall be at  
or near the points whose locations and maximum delivery quantity per day are  
described as follows. In the event said "Term of Rate", as specified in attached  
"Exhibit B", is not executed by both parties to this agreement, Customer agrees to  
pay Company the currently approved ceiling rate as specified under "Rate Schedule"  
below. Said "Term of Rate" shall not be executed for periods of less than 30  
days.

<u>Receipt Point</u>	<u>Delivery Points</u>	<u>Rate</u> <u>Schedule</u>	<u>Dk Maximum</u> <u>Delivery Point</u> <u>Quantity Per Day</u>
<u>Border Station</u>			

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

2.2 METERING AND MEASUREMENT - Company will meter the quantity of natural gas delivered to Customer at the delivery point. Company will test meter in accordance with applicable state utility rules and regulations. In addition, the parties agree to the following testing and corrective procedures:

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Docket No.: NG02-011



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

**GAS TRANSPORTATION AGREEMENT**

Section No. 6  
Original Sheet No. 19.1  
Canceling Vol. 1 Original Sheet No. 24.1

Page 2 of 8

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

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

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

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

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

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

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State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
Original Sheet No. 19.2  
Canceling Vol. 1 Original Sheet No. 24.2

GAS TRANSPORTATION AGREEMENT

Page 3 of 8

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

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

2.2.8 ELECTRONIC MEASUREMENT EQUIPMENT - The Company's electronic (Metretek) measurement, used as a remote terminal unit for system operations, equipment is excluded from the requirements of Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, and 2.2.7. The estimated cost of the installation of electronic measurement equipment in conjunction with this Agreement is \$10,000. Customer agrees to provide this amount to Company at the time this Agreement is returned to Company for execution by Company.

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

3.0 DEFINITIONS.

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

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

Interruption - A suspension of transportation or retail natural gas service deemed necessary by Company.

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

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

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

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

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

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

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
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Docket No.:	NG02-011		



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**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 19.3  
Canceling Vol. 1 Original Sheet No. 24.3

**GAS TRANSPORTATION AGREEMENT**

Page 4 of 8

for Customer's firm requirements delivered through Customer's interruptible meter(s).

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

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

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

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

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

**8.0 FORCE MAJEURE.** In the event of either Party's being rendered wholly or in part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost.

The term "force majeure" as employed herein shall include, but shall not be limited to acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Customer or Company under this Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, sudden partial or sudden entire failure of Company's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

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<b>Docket No.:</b>	NG02-011		





**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 19.4

**GAS TRANSPORTATION AGREEMENT**

Page 5 of 8

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

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

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

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

**CUSTOMER**

**COMPANY**

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

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

By: \_\_\_\_\_  
**William J. Huether  
Director of Marketing &  
Customer Services**

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

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

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

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

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Docket No.:	NG02-011		



Montana-Dakota Utilities Co.  
A Division of MDU Resources Group, Inc.  
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State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
Original Sheet No. 19.5

GAS TRANSPORTATION AGREEMENT

Page 6 of 8

EXHIBIT "A"  
GAS TRANSPORTATION AGREEMENT

This document is an attachment to the Gas Transportation Agreement dated 12/30/2002 between Montana-Dakota Utilities Co. and [REDACTED] covering natural gas transportation service to Customer's facility located at [REDACTED].

This Exhibit "A" shall be in effect commencing on 12/30/2002.

Customer's Total Interruptible Transportation Quantity: 100,000 dk per day.

Customer's Total Firm Transportation Quantity: 060,000 dk per day.

The shipper(s) name is [REDACTED]  
[REDACTED]  
[REDACTED]

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

Accepted and agreed to this 30 day of December, 2002.

CUSTOMER

[REDACTED]

By: [REDACTED]

Representing [REDACTED]

Accepted and agreed to this 30 day of December, 2002.

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

By: [REDACTED]  
William J. Huesther  
Director of Marketing & Customer Services

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Docket No.:	NG02-011		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 19.6

**GAS TRANSPORTATION AGREEMENT**

Page 7 of 8

**EXHIBIT "B"  
GAS TRANSPORTATION AGREEMENT**

This document is an attachment to the Gas Transportation Agreement dated 12/30/2002 between MONTANA-DAKOTA UTILITIES CO. and SEAN W. HANSEN covering natural gas transportation service to Customer's facility located at 1000 1<sup>st</sup> Street.

Rate

Term of Rate

Accepted and agreed to this 30<sup>th</sup> day of DECEMBER, 2002.

By: SEAN W. HANSEN

Title: OWNER

Accepted and agreed to this 30<sup>th</sup> day of DECEMBER, 2002.

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

By: WILLIAM J. RUETHER  
William J. Ruether  
Director of Marketing & Customer Services

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Docket No.:	NG02-011		



Montana-Dakota Utilities Co.  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
Original Sheet No. 19.7

GAS TRANSPORTATION AGREEMENT

Page 8 of 8

EXHIBIT "C"  
REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Gas Transportation Agreement dated 12/30/2002 between Montana-Dakota Utilities Co. and South Dakota Gas Service, Inc. covering natural gas transportation service to Customer's facility located at 1000 14<sup>th</sup> Street, Rapid City, SD 57701.

Daily Firm Service Requirements

January	<u>100,000</u>	Dk/day
February	<u>100,000</u>	Dk/day
March	<u>100,000</u>	Dk/day
April	<u>100,000</u>	Dk/day
May	<u>100,000</u>	Dk/day
June	<u>100,000</u>	Dk/day
July	<u>100,000</u>	Dk/day
August	<u>100,000</u>	Dk/day
September	<u>100,000</u>	Dk/day
October	<u>100,000</u>	Dk/day
November	<u>100,000</u>	Dk/day
December	<u>100,000</u>	Dk/day

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

Firm gas sales, under Rate 70, shall commence on 1/1/2003 and expire on 12/31/2003, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

By: Donald R. Ball

By: Donald R. Ball  
(Please print or type)

Agreed to and accepted by Montana-Dakota Utilities Co. this 30 day of December, 2002.

South Dakota Gas Service, Inc.  
(Gas Supply Department)

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



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

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 20  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 26

**CUSTOMERS AGREEMENT FOR GAS EXTENSION**

Page 1 of 2

21417172-01  
(Rev. 11/99)

**INTERRUPTIBLE GAS SERVICE  
EXTENSION AGREEMENT (RATE 119)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware Corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "Company," and \_\_\_\_\_ hereinafter called "Customer," whether one or more.

WHEREAS, Customer has requested that Company provide natural gas service to Customer at the following location:

County of \_\_\_\_\_, State of \_\_\_\_\_; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension, and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Company agrees to construct and install said natural gas Project in accordance with the Interruptible Gas Service Extension Policy Rate 119, attached hereto and incorporated herein, and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation for the Project, in the sum of \$ \_\_\_\_\_, to be paid as follows:

2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below:

Final Actual Cost of Project .....	\$ _____
Adjusted for Federal and State Income Taxes .....	\$ _____
Preliminary Cost Participation .....	\$ 0.00
Difference to be: <input type="checkbox"/> Paid to Company	\$ _____
<input type="checkbox"/> Refunded to Customer .....	\$ _____

3. Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash contribution for the Project. On any refund amounts, interest will be calculated annually by the Company at the rate required pursuant to the Interruptible Gas Service Extension Policy Rate 119 applicable in the state in which the Project is located.

4. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, regulators, meters (excluding electronic measurement equipment), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs as adjusted for applicable federal and state income taxes.

5. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned gas service lines. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of the Customer's service line or customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.

6. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:

7. The following listed documents are attached hereto, and incorporated herein as part of the Agreement:
- Interruptible Gas Service Extension Policy, effective date:
  - Estimate of Construction Costs
  - Map showing the route of the extension
  - Economic Analysis of the extension

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, \_\_\_\_\_, whichever is later, if construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

a. If, within the five-year period after the extension(s) in service date, the total of customer's contribution and actual margin 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, in accordance with the Interruptible Gas Service Extension Policy Rate 119.

b. No refund shall be made by Company to Customer 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.

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

Customer \_\_\_\_\_

Date \_\_\_\_\_

Region Manager \_\_\_\_\_

Date \_\_\_\_\_

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after December 2, 2003

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Docket No.: NG02-011



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400 N 4<sup>th</sup> Street  
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 20.1

**CUSTOMERS AGREEMENT FOR GAS EXTENSION**

Page 2 of 2

21457(12-01)  
(Rev. 1/00)

**FIRM GAS SERVICE  
EXTENSION AGREEMENT (RATE 120)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between  
MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware Corporation, 400 North Fourth Street,  
Bismarck, North Dakota, hereinafter called "Company," and \_\_\_\_\_  
hereinafter called "Customer," whether one or more.

WHEREAS, Customer has requested that Company provide natural gas service to Customer at the following location:

County of \_\_\_\_\_, State of \_\_\_\_\_, and

WHEREAS, such service will necessitate the construction by Company of a gas main extension and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Company agrees to construct and install said natural gas Project in accordance with the Firm Gas Service Extension Policy Rate 120 and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation for the Project, in the sum of \$ \_\_\_\_\_ to be paid as follows:

2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below:

Final Actual Cost of Project .....	\$ _____
Less Maximum Allowable Investment (per Rate 120) .....	\$ _____
Final Cost Participation .....	\$ _____
Preliminary Cost Participation .....	\$ 0.00
Difference to be: <input type="checkbox"/> Paid to Company .....	\$ _____
<input type="checkbox"/> Refunded to Customer .....	\$ _____

3. Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash contribution for the Project. On any refund amounts, interest will be calculated annually by the Company at the rate required pursuant to the Firm Gas Service Extension Policy Rate 120 applicable in the state in which the project is located.

4. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service sub(s), or service line(s) complete where applicable, 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.

5. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned gas service lines. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of the Customer's service line or customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.

6. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:

7. The following documents are attached hereto, and incorporated herein, as part of the Agreement:

- Estimate of construction costs
- Map showing the route of the extension
- Economic analysis of the extension
- Firm Gas Service Extension Policy, effective date:

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by the Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, \_\_\_\_\_, whichever is later; if construction of the extension has not begun, if the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

a. If, within the five-year period after the extension(s) in service date, the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recalculate the participation requirement by recalculating the maximum allowable investment, in accordance with the Firm Gas Service Extension Policy Rate 120. No refund shall be made by Company to Customer until the new applicants begin taking service from the Company.

b. If after the aforementioned five-year period, the Customer's participation amount of \$ \_\_\_\_\_ has not been fully refunded by that time, the obligation of the Company to make refunds shall cease. In no event, shall the total amount of refunds exceed the amount paid to Company hereunder.

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

Customer \_\_\_\_\_ Date \_\_\_\_\_ Region Manager \_\_\_\_\_ Date \_\_\_\_\_

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
1<sup>st</sup> Revised Sheet No. 21  
Canceling Original Sheet No. 21

**GAS SERVICE ORDER**

Page 1 of 2

<b>GAS SERVICE ORDER</b> (Form 2017 Rev. 1-01)		<b>FARM TAP ACCOUNT:</b> YES NO		<b>CUSTOMER ACCOUNT NO.:</b> _____	
<b>SERVICE ADDRESS:</b>				<b>STUB WORK ORDER NO.:</b> _____ <b>DOC NO.:</b> _____	
<b>CITY:</b> _____	<b>STATE:</b> _____			<b>SERVICE LINE WORK ORDER NO.:</b> _____ <b>DOC NO.:</b> _____	
<b>ZIP:</b> _____	<b>ADDITIONAL ADDRESS:</b>			<b>GAS MAIN EXTENSION WORK ORDER NO.:</b> _____ <b>DOC NO.:</b> _____	
<b>TOWN/PLAT:</b> _____	<b>SECTION:</b> _____	<b>BLOCK:</b> _____	<b>LOT:</b> _____	<b>CREDIT APPROVAL:</b> _____ <b>MAIN EXTENSION REQUIRED?</b> YES NO	
				<b>CONTRIBUTION MAINT.:</b> YES NO <b>CONTRIBUTION RECEIVED?</b> YES NO	
<b>SERVICE ORDER EXPIRATION DATE:</b> _____				<b>SPECIAL INSTRUCTIONS:</b> _____	
<b>Customer Name:</b> _____					
<b>Mailing Address:</b> _____					
<b>Telephone Numbers:</b> _____ <b>Home:</b> _____					
<b>Work:</b> _____ <b>Cell:</b> _____					
		<b>ACCT. NO.</b>	<b>ESTIMATE / B/D</b>	<b>TOTAL COSTS:</b> _____	
<b>Excess Flow Valve:</b> _____				<b>LABOR \$:</b> _____ <b>MATERIALS \$:</b> _____ <b>EQUIPMENT \$:</b> _____	
<b>New Service Line, Price Per Foot:</b> _____		(28794)	\$	<b>JOB START DATE:</b> _____ <b>JOB COMPLETION DATE:</b> _____	
<b>New Service Line, Time &amp; Material:</b> _____		(28796)	\$	<b>HOURS:</b> _____ <b>GAS MAIN WORK (2881):</b> _____ <b>BILLABLE:</b> YES NO	
<b>Replacement Service Line, Price Per Foot:</b> _____		(28797)	\$	<b>HOURS:</b> _____ <b>GAS STUB WORK (2892):</b> _____ <b>BILLABLE:</b> YES NO	
<b>Replacement Service Line, Time &amp; Material:</b> _____		(28797)	\$		
<b>Replacement or Repair Portion of DL:</b> _____		(28799)	\$		
<b>Installation of Customer Owned Line (OIL) (May require signed mechanic order):</b> _____					
<b>Related charges:</b> _____					
<b>Residential:</b> _____		<b>New Construction:</b> _____	<b>Working in Full:</b> _____		
<b>Mobile Home:</b> _____		<b>Conversion:</b> _____	<b>12 Payments:</b> _____		
<b>Commercial:</b> _____		<b>Replacement:</b> _____	<b>Other:</b> _____		
<b>ESTIMATED GAS INPUT:</b> _____ CFH					
<b>IT IS THE CUSTOMER'S RESPONSIBILITY TO LOCATE AND MARK PRIVATE UNDERGROUND FACILITIES ON THIS PROPERTY. THE CUSTOMER SHALL BE RESPONSIBLE FOR DAMAGES TO UNMARKED FACILITIES OR FOR CHANGES RESULTING FROM IMPROPER METER LOCATION OR GRADE LEVEL. PRICES PERTAIN TO NORMAL DIGGING AND BACKFILLING CONDITIONS. ADDITIONAL CHARGES WILL BE LEVIED FOR: 1) Excavating in frozen or rocky ground, 2) concrete/asphalt removal and/or replacement, 3) stamping to meet compaction specifications, and 4) hand digging/backfilling to meet landscaping specifications.</b>					
<b>I agree to all conditions of this order.</b>					
<b>CUSTOMER SIGNATURE:</b> _____		<b>DATE:</b> _____		<b>ENGINEERING DATA:</b>	
				<b>ASPHALT/CONCRETE:</b> YES NO <b>JOINT TRENCH:</b> _____	
				<b>CURB BOX:</b> YES NO <b>TELEPHONE:</b> _____ <b>POWER:</b> _____	
				<b>METER GUARD:</b> YES NO <b>CABLE TV:</b> _____ <b>REC:</b> _____	
				<b>REG. ORifice SIZE:</b> _____	
				<b>METER SIZE:</b> _____	
				<b>RISER SIZE:</b> _____ <b>RISER LOCATION:</b> _____	
				<b>IS RISER CATHODICALLY PROTECTED?</b> YES NO	
<b>ORDER RECEIVED BY:</b> _____		<b>DATE:</b> _____			

**Date Filed:** July 7, 2008

**Effective Date:** September 15, 2008

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

**Docket No.:** NG08-006



**Montana-Dakota Utilities Co.**

*A Division of MDU Resources Group, Inc.*

400 N 4<sup>th</sup> Street

Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 6

1<sup>st</sup> Revised Sheet No. 21.1

Canceling Original Sheet No. 21.1

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Reserved for Future Use

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**Date Filed:** July 7, 2008

**Effective Date:** September 15, 2008

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

**Docket No.:** NG08-006





**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 22

**FACILITIES RELOCATION AGREEMENT**

Page 1 of 1

**FACILITIES RELOCATION AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc. (hereinafter "Montana-Dakota"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "Requestor").

WHEREAS, Requestor desires the relocation of (gas) (electric) facilities by Montana-Dakota and Montana-Dakota is willing to relocate the facilities in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, Montana-Dakota and Requestor agree as follows:

1. Requestor desires the relocation of (gas) (electric) facilities at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
Order/GSSO/ECO Number \_\_\_\_\_  
Date of Request: \_\_\_\_\_  
Requestor Billing Address: \_\_\_\_\_  
\_\_\_\_\_

2. The estimated cost of the desired relocation of facilities is \_\_\_\_\_. A deposit of \_\_\_\_\_ shall be made by Requestor with Montana-Dakota prior to relocation work commencing. Upon completion of the relocation work, Montana-Dakota shall determine the actual cost of relocation. If the actual cost of relocation exceeds the amount of deposit, Requestor shall pay Montana-Dakota the difference between the amount of deposit and the actual cost within 30 days from billing. If the amount of the deposit exceeds the actual cost of the relocation, Montana-Dakota shall refund the difference to Requestor within 30 days after job completion. If the relocation work has not commenced within 60 days from the above Agreement date, this Agreement shall expire and Requestor's deposit shall be refunded within 30 days thereafter.

3. This Agreement shall be binding upon the parties, their respective successors and assigns. The assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement.

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

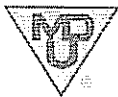
**REQUESTOR**

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

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

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

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street

Bismarck, ND 58501

## State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6  
Original Sheet No. 23

### WARNING NOTICE

Page 1 of 1

### WARNING NOTICE

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ METER: \_\_\_\_\_

We have observed your \_\_\_\_\_

(Name of appliance)

and found an unsafe/unsatisfactory condition due to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This condition can be corrected by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE INTEREST OF SAFETY AND GOOD  
SERVICE, YOU ARE URGED TO HAVE YOUR  
LOCAL CONTRACTOR OR  
MONTANA-DAKOTA UTILITIES CO.  
CORRECT THIS CONDITION AT ONCE.**

After the repair or replacement is completed, please notify  
our customer service department at: **1-800-638-3278**

**• UNSATISFACTORY CONDITION EQUIPMENT:**

☐ LEFT ON ☐ LEFT OFF

**• UNSAFE CONDITION EQUIPMENT:**

☐ SHUT OFF ☐ LEFT ON (Explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE REC'D BY: \_\_\_\_\_

(Customer Signature)

☐ Owner ☐ Occupant ☐ Other \_\_\_\_\_

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

Date: \_\_\_\_\_

Certified Letter Sent (Date): \_\_\_\_\_

20241-G(4-73)  
(Rev. 9/01)

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

Date Filed: December 30, 2002

Effective Date: Service Rendered on and  
after December 2, 2003

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

Implemented  
December 4, 2003

Docket No.: NG02-011



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 24

**TEMPORARY CONSTRUCTION HEAT AGREEMENT**

Page 1 of 1

**TEMPORARY CONSTRUCTION HEAT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., 400 North Fourth Street, Bismarck, North Dakota, hereinafter referred to as "Company", and \_\_\_\_\_, hereinafter referred to as "Customer."

WHEREAS, Company is a public utility engaged in the sale of natural gas; and

WHEREAS, Customer has requested that Company provide natural gas service for temporary heating purposes during construction at the following-described property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, In consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Company agrees to provide natural gas service to Customer at the above-described property on an interruptible/firm basis for temporary heating purposes. Customer agrees to pay Company for said service in accordance with Company's filed rates and agrees to pay Company for the installation of any temporary service lines, meters, regulators and/or other equipment, as well as for removal of the same upon termination of said service, the amount of such payment to be commensurate with the amount customarily charged by Company for such installation and/or removal.
2. Customer represents and warrants that all equipment used to supply temporary heat to the above-described property is approved by a nationally recognized testing agency or authority and is and will remain in good, workable and safe condition. Customer further represents and warrants that the said equipment is or will be installed in a good, workmanlike and safe manner so that same may be used without the creation of an unsafe or hazardous condition to persons or property. Customer further represents and warrants that the said equipment will meet the following standards:
  - (a) All heating units designed for venting will be adequately and safely vented.
  - (b) Adequate fresh air ventilation will be provided to approved unvented heating units so that operation of the units will not create an unsafe or hazardous working atmosphere.
  - (c) Where heating units are connected with a flexible hose, the hose will be AGA or UL approved and have a working pressure at least 350 psi and be located so that it will not be damaged in any way by any construction or other activities. A shut-off valve will be installed at the inlet end of the hose.
  - (d) Pressure regulators at equipment will be properly installed and vented.
  - (e) Gas pressure will be limited to ten (10) psig in any piping inside the building.
  - (f) Gas piping installations (including material and size), as well as all heating and auxiliary equipment, will comply with all code standards and requirements, as well as all Federal, State or local rules and regulations.
  - (g) Flexible metal tubing such as corrugated stainless steel tubing (CSST) will not be used in temporary installations.
  - (h) Flexible hose that will be operating between 14" WC (1/2 PSIG) up to and including 5 PSIG will be tested at a minimum pressure of 60 PSIG for a minimum of 30 minutes, and systems designed for over 5 PSIG up to and including 10 PSIG will be tested at 100 PSIG for a minimum of 30 minutes.
3. Customer agrees to indemnify and hold the Company harmless from and against any and all claims and liability for loss, injury, or damages to person or property arising directly or indirectly from the breach of any warranty or representation contained herein and/or from the installation or operation of any equipment connected to the Company's service lines.
4. This Agreement shall not be construed as granting to Customer a priority to gas, and it is agreed that Company shall not be liable to Customer for interruption or suspension of service.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

MONTANA-DAKOTA UTILITIES CO.

BY: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

BY: \_\_\_\_\_

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and After December 2, 2003
Issued By:	Donald R. Ball Director of Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 25

**EAST RIVER GAS TRANSPORTATION AGREEMENT**

Page 1 of 5

EAST RIVER GAS TRANSPORTATION AGREEMENT

(N)

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and \_\_\_\_\_ located at \_\_\_\_\_ hereinafter called "Customer".

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

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

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

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

2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES. Delivery of natural gas under East River Natural Gas System Transportation Service Rate #6, by Company to Customer shall be at or near the points whose locations and maximum delivery quantity per day are described as follows. In the event said "Term of Rate", as specified in attached Exhibit "B", is not executed by both parties to this agreement, Customer agrees to pay Company the currently approved ceiling rate as specified under "Rate Schedule" below. Said "Term of Rate" shall not be executed for periods of less than 30 days.

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>
----------------------	-----------------------	----------------------	---

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

2.2 METERING AND MEASUREMENT - Company will meter the quantity of natural gas delivered to Customer at the delivery point. Company will test meter in accordance with applicable state utility rules and regulations. In addition, the parties agree to the following testing and corrective procedures:

(N)

DE Transportation Agreement

Date Filed:	October 18, 2012	Effective Date:	Service Rendered on and after December 18, 2012
Issued By:	Tamie A. Aberle Director - Regulatory Affairs		
Docket No.:	NG12-006		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 25.1

**EAST RIVER GAS TRANSPORTATION AGREEMENT**

Page 2 of 5

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

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

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

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

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

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

EX-111, previous Agreement

Date Filed: October 18, 2012      Effective Date: Service Rendered on and after December 18, 2012  
Issued By: Tamie A. Aberle  
Director - Regulatory Affairs  
Docket No.: NG12-006



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 25.2

**EAST RIVER GAS TRANSPORTATION AGREEMENT**

Page 3 of 5

(N)

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

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

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

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

**3.0 DEFINITIONS.**

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

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

**Interruption** - A suspension of transportation or retail natural gas service deemed necessary by Company.

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

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

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

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

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

**4.1 FIRM NATURAL GAS REQUIREMENTS.** Customer agrees to accept service hereunder in accordance with Company's Rate 76, as specified in Exhibit "C" of this Agreement for Customer's firm requirements delivered through Customer's interruptible meter(s).

ED Transportation Agreement

(N)

<b>Date Filed:</b>	October 18, 2012	<b>Effective Date:</b>	Service Rendered on and after December 18, 2012
<b>Issued By:</b>	Tamie A. Aberle Director - Regulatory Affairs		
<b>Docket No.:</b>	NG12-006		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota**  
**Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 25.3

**EAST RIVER GAS TRANSPORTATION AGREEMENT**

Page 4 of 5

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

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

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

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

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

8.0 FORCE MAJEURE. In the event of either Party's being rendered wholly or in part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost.

The term "force majeure" as employed herein shall include, but shall not be limited to acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Customer or Company under this Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, sudden partial or sudden entire failure of Company's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

(N)

(N)

Date Filed:	October 18, 2012	Effective Date:	Service Rendered on and after December 18, 2012
Issued By:	Tamie A. Aberle Director - Regulatory Affairs		
Docket No.:	NG12-006		



**Montana-Dakota Utilities Co.**  
A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 6  
Original Sheet No. 25.4

**EAST RIVER GAS TRANSPORTATION AGREEMENT**

Page 5 of 5

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

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

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

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

CUSTOMER

COMPANY

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

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

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

Pat Darras  
Region Manager

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

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

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

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

(N)

(N)

1-8-2012 10:11:11 AM

Date Filed: October 18, 2012  
Issued By: Tamie A. Aberle  
Director - Regulatory Affairs  
Docket No.: NG12-006

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after December 18, 2012