



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

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**State of South Dakota
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Section No. 1
5th Revised Sheet No. 1.1
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RESIDENTIAL GAS SERVICE Rate 60

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Availability:

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

Rate:

Basic Service Charge:	\$0.48 per day	I
Distribution Delivery Charge:	\$1.098 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.

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.

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FIRM GENERAL GAS SERVICE Rate 70

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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.

Rate:

For customers with meters rated
 under 500 cubic feet per hour

Basic Service Charge:	\$0.55 per day	I
Distribution Delivery Charge:	\$0.80 per dk	R

For customers with meters rated
 over 500 cubic feet per hour

Basic Service Charge:	\$1.68 per day	I
Distribution Delivery Charge:	\$1.176 per dk	R

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

Basic Service Charge.

Payment:

Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.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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SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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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:	\$180.00 per month	I
Distribution Delivery Charge:		
Maximum Rate	\$0.354 per dk	R
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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OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

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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.

Rate:

For customers with meters rated under 500 cubic feet per hour

Basic Service Charge:	\$0.55 per day	I
Distribution Delivery Charge:	\$0.80 per day	R

For customers with meters rated over 500 cubic feet per hour

Basic Service Charge:	\$1.68 per day	I
Distribution Delivery Charge:	\$1.176 per dk	R

Cost of Gas:

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

Basic Service Charge.

Payment:

Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.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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TRANSPORTATION SERVICE Rates 81 and 82

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Rate:

Basic Service Charge:

Rate 81	\$180.00 per month 1/
Rate 82	\$275.00 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	\$0.354	\$0.235
Minimum Rate per dk	\$0.047	\$0.036
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.

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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LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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.

Rate:

Basic Service Charge:	\$275.00 per month	
Distribution Delivery Charge:		
Maximum Rate	\$ 0.235 per dk	
Minimum Rate	\$ 0.036 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.

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Section No. 3
5th Revised Sheet No. 30
4th Revised Sheet No. 30

TARGETED INFRASTRUCTURE RIDER Rate 89

Page 1 of 2

1. **Applicability:**

This rate schedule represents a Targeted Infrastructure Rider (TIR) and specifies the procedure to be utilized to provide for annual adjustments to recover the Revenue Requirement associated with the Company's required operational and state and federal pipeline safety program investments in natural gas main additions and replacements and other specified safety related infrastructure replacements and upgrades deemed prudent by the Commission and not currently recovered through retail rates. Costs to be recovered under the TIR may include operation and maintenance expenditures, depreciation, taxes and a current return on project costs during construction. Costs being recovered under this tariff are currently not included in the rates established at the time of the Company's last general rate case.

2. **Targeted Infrastructure Adjustment:**

- (a) The Infrastructure Adjustment will be applied as an adjustment per dk calculated using the projected revenue requirement and forecasted dk throughput to determine the amount to be recovered through the TIR. The return component of the revenue requirement calculation will be the authorized rate of return from the Company's most recent general rate case.
- (b) The TIR is applicable to all natural gas sales and transportation service customers with the exception of those served under a flexible rate contract at less than the ceiling rate.
- (c) The TIR will be adjusted annually (or other period authorized by the Commission) to reflect the Company's most recent projected capital costs and related expenses for projects determined to be recoverable under this rate schedule.
- (d) A true-up will reflect any over or under collection of revenue under the TIR based on actual expenditures from the preceding twelve month recovery period plus carrying charges or credits accrued at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.

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

Montana-Dakota shall file the TIR at least 60 days prior to the proposed effective date. The filing by Montana-Dakota shall be made by means of a revised TIR rate schedule identifying the amount of the adjustment and documentation supporting the derivation of the TIR and justification for the projects and or expenditure proposed to be included in the TIR.

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Section No. 3
3rd Revised Sheet No. 30.1
2nd Revised Sheet No. 30.1

TARGETED INFRASTRUCTURE RIDER Rate 89

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4. Targeted Infrastructure Adjustment Rate:

All Classes \$X.XXX per dk

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Section No. 5
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Canceling 1st Revised Sheet No. 1

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GENERAL PROVISIONS Rate 100

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. SERVICE AVAILABILITY – Gas will normally be delivered at a standard pressure of five ounces, depending on the service territory the gas is being delivered to. Delivery of gas service at pressures greater than the standard operating pressure may be available and will require a consultation with the Company to determine availability. N
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3. INPUT RATING – All new customers whose consumption of gas for any purpose will exceed an input of 2,500,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates 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 T

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GENERAL PROVISIONS Rate 100

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.

- 4. 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. T

- 5. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company's property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees. T

- 6. 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. T

- 7. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits. D

- 8. 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. T

- 9. 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. T

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GENERAL PROVISIONS Rate 100

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- 10. 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. T

- 11. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting pipeline's tariff. T

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. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer's side of the point of delivery, and for the natural gas after it passes the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer's side of the point of delivery. N

- 3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, lines, or devices on the customer's premises, except loss, injuries, death, or damages resulting from the negligence of the Company. D

- 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

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GENERAL PROVISIONS Rate 100

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 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

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GENERAL PROVISIONS Rate 100

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

V. GENERAL TERMS AND CONDITIONS:

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

2. **RATE OPTIONS** – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in 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 with separate cooking facilities. Typical service would include the following: single private residences, single apartments, mobile homes and sorority and fraternity houses with separate meters and 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. This is not an all-inclusive list.

 - b. Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for non-residential 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,

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elevators, schools and facilities located away from the home site (this is not an all-inclusive list).

- c. The definitions above are based upon the supply of service to an entire premise through a single delivery and metering point. Separate supply for the same customer at other points of consumption may be separately metered and billed.
- d. If separate metering is not practical for a single unit (one premise) that is using gas for both domestic purposes and for conducting business (or for nonresidential purposes as defined herein), the customer will be billed under the predominate use policy. Under this policy, the customer's combined service is billed under the rate (residential or non-residential) applicable to the type of service which constitutes 50% or more of the customer's total connected load. T
- 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 under the non-residential rates. T

- 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.



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6. CONSUMER DEPOSITS – The Company will determine whether or not a deposit shall be required of an applicant for gas service in accordance with the following criteria:
- a. The amount of such deposit shall not exceed one-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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- 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. Interruptible sales and transportation customers agree to provide the cost of the installation of remote data acquisition equipment as required to the Company before service is implemented as provided for in the applicable rate schedule.

- 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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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.

Local sales base pressure is defined as five (5) ounces per square inch gauge pressure plus local average atmospheric pressure.

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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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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 past due amount, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. T

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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- 2. Investigate hazardous conditions on customer premises, such as gas leaks, odor complaints, and combustion gas fumes. T

- 3. Maintenance or repair of Company-owned facilities on the customer's premises.

- 4. Pilot relights necessary due to an interruption in gas service be deemed to be the Company's responsibility. N

- b. The following service calls will be performed at no charge during the Company's normal business hours:
 - 1. Cut-ins and cut-outs. D
 - 2. Investigating high bills or inadequate service complaints. T
 - 3. Location of underground Company facilities for contractors, builders, plumbers, etc. T/D

- 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.

 To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply unless service can be scheduled for a future workday. N
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- 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 Center. Saturdays, Sundays and legal holidays are not considered business days. T

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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 and a charge of \$30.00. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

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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 = 130 dk; Large Firm General = 1,252 dk; and Small Interruptible = 4,372 dk), and a charge of \$30.00 will apply to all reconnections occurring during normal business hours. The \$30.00 reconnection charge 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



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become delinquent in the payment of amounts billed, such service may be discontinued by the Company under the applicable rules of the Commission.

The Company may collect a fee of \$30.00 before restoring gas service which has been disconnected for nonpayment of service bills during normal business hours. 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.



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

21. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with 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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- 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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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. BILL DISCOUNT FOR QUALIFYING EMPLOYEES - 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%. T

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

VI. MISCELLANEOUS CHARGES

		Amount or Reference
1.	Service Charges	
	a. Consumer deposit	Rate 100 \$V.6.
	b. Return check	\$40.00
	c. Minimum reconnect charge after termination for nonpayment or other causes	
	- During normal business hours	\$30.00
	- After normal business hours	standard overtime rates
	d. Minimum reconnect charge applicable to seasonal or temporary customers	
	- During normal business hours	Rate 100 \$V.18

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	- After normal business hours	standard overtime rates	N
e.	Reconnection charge applicable to transport customers when electronic metering must be reinstalled	\$160.00	
f.	Special test of meter at customer's written request (see Rate 100 §V.7.b.2. as to when this charge is applicable)		
	- Meter error more than ±2%	None	
	- Meter error within ±2% and meter was tested within the prior 12 months	Labor & materials Minimum of \$30.00	
g.	Service request after normal business hours	Materials & Labor at standard overtime rates	
h.	Firm service main extension	Rate 120	
i.	Interruptible service main extension	Rate 119	
		Per Month	Approx. Annual Percent
2.	Late Payment Charges (on unpaid balance)	1%	12% N

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

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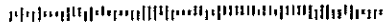
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CONSUMER'S DEPOSIT RECEIPT

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PO Box 7608 Bala, ID 83707-1608
 Phone: 1-800-638-3278 - Fax: (701) 323-3104
 Customer Service Hours: 7 AM - 7 PM Mon-Fri
 www.montana-dakota.com



Re: Account #
 Service Address:

Dear :

CONSUMER'S DEPOSIT RECEIPT

We have received your deposit payment in the amount of \$. This deposit serves as a security for the payment of any charges for utility services which may become due to Montana-Dakota Utilities Co. Your paid deposit is not considered a payment on your account; however, as an option, Montana-Dakota Utilities Co. may apply the deposit to your account if it becomes past due.

Deposits are refunded, with interest, provided all bills have been paid in full when your utility service has ended, or when you have established satisfactory credit in accordance with South Dakota Public Utilities Commission rules. This deposit will bear interest at the rate of 7.00% or at a rate required by the South Dakota Public Utilities Commission on an annual basis. Interest will accrue from the date payment is made on the deposit until the day the deposit is refunded or the service is discontinued. Accrued interest will be credited to your account annually during the month of December. This statement constitutes a receipt of payment of the deposit and is not transferable to another consumer.

Sincerely,

Montana-Dakota Utilities Co.
 Customer Service: 1-800-638-3278
 Email: customerservice@mdu.com

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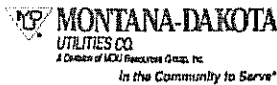
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STANDARD CUSTOMER BILL

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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

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Ways to Pay Your Bill

Online: Go to www.montana-dakota.com for our free online payment service. Once you have registered, simply log in each month to make your payment using any active U.S. checking account. It's an easy and secure way to view and/or pay your bill online 24/7.
Easy-Pay: Automatically pay your bill each month by having Montana-Dakota Utilities withdraw your pre-authorized payment from your financial institution 10 business days following your bill date, which is chosen on your bill stub. Enroll electronically by logging into your account online and completing the online form.
By Phone: Our toll-free service automated telephone system allows you to pay your bill or deposit anytime it is convenient – 24/7. To make a debit, credit card or check by phone payment, simply call our Customer Service number and follow the prompts to be connected with our independent service provider. A convenience fee for each transaction will apply.

Payment Locations: Pay by cash, check or money order at one of our payment locations; there is no charge for this 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 MDU, P.O. Box 5600, Bismarck, ND 58506-5600. Be sure to allow time for mailing so your payment is received by the due date.
Balanced Billing: This billing plan levels out your monthly bill so you can reduce fluctuations brought on by changes in the weather 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 by the due date shown on the front of this billing statement. If you are paying with a credit card or paying at one of our payment locations in response to a Disconnection of Service 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 in Bismarck, North Dakota. Copies of the company's current tariffs are available at 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: This charge recovers the cost of gas itself as well as other related costs Montana-Dakota incurs from its pipeline suppliers in procuring natural gas service. The cost is strictly a pass-through to customers and does not provide Montana-Dakota with a profit.
CIA – Conservation Tracking Adjustment: A charge that provides funding for commission approved conservation programs.
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 volumetric charge to recover the costs of delivering energy to your meter. This amount varies with the amount of energy used.
DDSM – Distribution Delivery Stabilization Mechanism: A charge applicable to gas service designed to adjust for the cost or under collection of distribution delivery revenues due to actual temperature deviations from normal temperatures. This adjustment is applicable during the billing periods Nov 1-May 1.
DL – Debit/credit: The DL billed is reflective of the total amount of natural gas used in the billing period. The amount of natural gas used as measured by the gas meter is converted to DL by applying a therm factor to the measured use in order to reflect the heating value of natural gas delivered.
Environmental Cost Adjustment: A charge per kWh applicable to electric service associated with

certain EPA required changes in Montana-Dakota's generating stations.
Fuel and Purchased Power: This charge recovers the fuel and purchased power on its 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.
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.
Generation Rider: A charge per kWh or Kwh for certain investments in electric power generation necessary to meet the requirements of Montana-Dakota's electric service customers.
Kwh – Kilowatt: The Kwh billed is the past demand for maximum 15 minute measured demands for electricity during the billing period of the minimum Kwh amount as stated in the company's tariffs.
Kwh – Kilowatt-hour: The Kwh billed is the total amount of electricity used in the billing period.
Kwh Penalty: A penalty applicable to a customer operating at 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.
TCA – Transmission Cost Adjustment: A charge per Kwh applicable to electric service for recovery of transmission related expenditures and investments not of revenues recovered from utilities. 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 heat content and atmospheric pressure of the gas delivered to a customer's premises. This conversion ensures that all customers are billed based on the heat value of the gas during the applicable billing period.
USBC – Universal System Benefits Charge: A charge that provides funding for generation and low-income programs.

Important Customer Information

If you have questions 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 resolved after you have called Customer Service, you may contact the regulatory agency governing in the state where service is provided.
 • MI PSC: 1-800-648-6156 or write to P.O. Box 202601, Helena, MT 59620-2601
 • ND PSC: Write to 600 E. Boulevard, Bismarck, ND 58505-0400
 • SD PSC: 1-800-733-3761
 • WY PSC: Write to 2515 Warren Ave., State 302, Cheyenne, WY 82002

Payments made by check or electronically that are dishonored by the bank will be assessed 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 to us via our bank. When we use information from your check to make an electronic fund transfer (EFT), funds may be withdrawn from your account as soon as the same day you receive your payment. The transaction will appear on your bank statement as EFT and you will not receive a copy or an image of your check from your financial institution.
 Payments marked with a restrictive legend (Paid in Full, for example) will not act as an accord and satisfaction without our express prior written approval.

Save a Stamp! Receive, view and pay your bill online at www.montana-dakota.com.

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: _____

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

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

Section No. 6
 2nd Revised Sheet No. 5
 Canceling 1st Revised Sheet No. 5

DISCONNECT NOTICE

Page 1 of 1



PO Box 7808 Bismarck, ND 58707-1008
 Phone: 1-800-638-3278 - Fax: (701) 323-3104
 Customer Service Hours: 7 AM - 7 PM M-F
 www.montana-dakota.com

|||||

Re: Account #

DISCONNECT NOTICE

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

Payment of your service account is now past due. Your service will be disconnected on this date. Should this action result in your service being disconnected, payment in full plus a charge for reconnection will be required. In addition, a security deposit or an additional deposit may be required before service is restored.

PLEASE CONTACT US NOW AT 1-800-638-3278

	SERVICE ADDRESS	PAST DUE	ACCOUNT BALANCE
Utility			
Deposit			

Payment Options:

Call: 1-866-263-5185 or visit our Website to find the nearest payment location.
 Connect to Western Union Speedpay at 1-855-263-5185, toll free 24 hours a day.
 (A fee of \$5.00 per transaction is charged by Western Union Speedpay for this service).

Direct Inquiries To:

Montana-Dakota Utilities Co.
 1-800-638-3278
 Customer Service Hours 7 AM - 7 PM

Online: www.montana-dakota.com for payment options

Mail: Montana-Dakota Utilities Co.
 PO Box 5000
 Bismarck, ND 58500

If, after contacting Montana-Dakota Utilities Co. you have unresolved questions regarding this notice, the South Dakota Public Utilities Commission staff is available at (605) 332-1782 or mail to 500 E Capitol Ave Pierre, SD 57501-5070.

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

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CUSTOMER INFORMATION BOOKLET

Page 1 of 2

CUSTOMER INFORMATION BOOKLET

The Customer Information Booklet is provided to each customer signing up for service and upon request.

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**State of South Dakota
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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 only 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 commissions available for consultation, you may write or call:

South Dakota Public Utilities Commission
 Capitol Building
 Pierre, South Dakota 57501
 1-605-773-3261

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 installment plans 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 (resident only).

3. Be placed on an early payment plan 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; please contact Montana-Dakota at 1-800-638-3278 to schedule an appointment.
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 premise 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 the 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 by contacting Montana-Dakota at 1-800-638-3278 to schedule an appointment. Your billing, payment and deposit records are also available to you for inspection. Montana-Dakota will furnish additional information as you may reasonably request.



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

Section No. 6
 1st Revised Sheet No. 9
 Canceling Original Sheet No. 9

THIRD PARTY NOTICE

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 October, 2015)**

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 Montana-Dakota at
 PO Box 5603, Bismarck, ND 58506-5603 as soon as possible.*

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

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

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

Section No. 6
 2nd Revised Sheet No. 13
 Canceling 1st Revised Sheet No. 13

2045916-811
 (Rev. 12/17/03)

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

To: Montana-Dakota Utilities Co. _____

 (Address)

 (City, State, Zip Code)

For value received, I, _____ do hereby absolutely guarantee to pay to Montana-
 (Name of Guarantor)
 Dakota Utilities Co. (Montana-Dakota), upon its request and at the location listed above, the outstanding balance accrued
 by _____ in the event that Customer's bill for natural gas and/or electricity provided by
 (Name of Customer)
 Montana-Dakota at _____ is not paid when due, however, liability under
 (Customer's Service Address)
 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 _____, 20____, 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.

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

CUSTOMER: I GIVE MONTANA-DAKOTA PERMISSION TO PROVIDE MY ACCOUNT INFORMATION TO THE
 GUARANTOR, INCLUDING ALL DISCONNECT NOTICES SENT TO ME.

_____ (Signature of Customer)	_____ (Signature of Guarantor)
_____ (Customer's Mailing Address)	_____ (Guarantor's Mailing Address)
_____ (Customer's Street Address)	_____ (Guarantor's Street Address-if Different than Mailing Address)
_____ (City, State, Zip Code)	_____ (City, State, Zip Code)
_____ (Customer's Telephone Number)	_____ (Guarantor's Telephone Number)

3 PAPER COPIES Original – DIVISION OFFICE Copy - CUSTOMER Copy - GUARANTOR

Clear Form

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

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

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FINAL NOTICE PRIOR TO DISCONNECT

Page 1 of 1



PO Box 7600 Boise, ID 83707-1608
 Phone: 1-800-638-3278 - Fax: (701) 353-3104
 Customer Service Hours: 7 AM - 7 PM Mon-Fri
 www.montana-dakota.com

|||||

Re: Account #

FINAL NOTICE

REMINDER NOTICE OF PAST DUE BALANCE

Recently you were sent a disconnect notice regarding your past due account. This is your final notification that your gas and/or electric service will be discontinued unless the past due amount is paid in full or satisfactory arrangements are made with Montana-Dakota Utilities Co. by

Should this action result in your service being discontinued, payment in full plus a charge for reconnection will be required. In addition, a security deposit or an additional deposit may be required before service is restored.

PLEASE CONTACT US NOW AT 1-800-638-3270

SERVICE ADDRESS	PAST DUE	ACCOUNT BALANCE
Utility		

Payment Options:
Call: 1-866-263-6186 or visit our Website to find the nearest payment location.
 Connect to Western Union Speedpay at 1-866-263-5185, toll free 24 hours a day.
 (A fee of \$3.05 per transaction is charged by Western Union Speedpay for this service).

Direct Inquiries To:
 Montana-Dakota Utilities Co.
 1-800-638-3278
 Customer Service Hours 7 AM - 7 PM

Online: www.montana-dakota.com for payment options

Mail: Montana-Dakota Utilities Co.
 PO Box 5603
 Bismarck, ND 58506

If, after contacting Montana-Dakota Utilities Co. you have unresolved questions regarding this notice, the South Dakota Public Utilities Commission staff is available at (605) 332-1782 or mail to 500 E Capitol Ave Pierre, SD 57501-5070.

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Tariffs Reflecting Proposed Changes



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

**State of South Dakota
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Section No. 1
 6th Revised Sheet No. 1
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A Division of MDU Resources Group, Inc.
 400 N 4th Street
 Bismarck, ND 58501

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

Section No. 3
 4th Revised Sheet No. 2
 Canceling 3rd 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. ±

Rate:

Basic Service Charge:	\$0.2848 per day	
Distribution Delivery Charge:	\$1.744098 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.

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. ±

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

Section No. 3
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 Canceling 2nd Revised Sheet No. 11

FIRM GENERAL GAS SERVICE Rate 70

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.

±

Rate:

~~—Basic Service Charge:~~
~~—For customers with meters rated \$0.35 per day~~
~~—under 500 cubic feet per hour~~
Basic Service Charge: \$0.55 per day
Distribution Delivery Charge: \$0.80 per dk

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—For customers with meters rated \$1.07 per day
 —over 500 cubic feet per hour
Basic Service Charge: \$1.68 per day
 -Distribution Delivery Charge: \$1.302176 per dk

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 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.

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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**State of South Dakota
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Section No. 3
 2nd Revised Sheet No. 12
 Canceling 1st Revised Sheet No. 12

SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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: \$450180.00 per month

Distribution Delivery Charge:

Maximum Rate \$0.37854 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
 5th Revised Sheet No. 13
 Canceling 4th Revised Sheet No. 13

OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

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.

±

Rate:

~~Basic Service Charge:~~

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

Basic Service Charge: \$0.55 per day

Distribution Delivery Charge: \$0.80 per day

I
R

——For customers with meters rated \$1.07 per day

——over 500 cubic feet per hour

Basic Service Charge: \$1.68 per day

Distribution Delivery Charge: \$1.302176 per dk

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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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Section No. 3
 2nd Revised Sheet No. 22.1
 Canceling 1st Revised Sheet No. 22.1

TRANSPORTATION SERVICE Rates 81 and 82

Rate:

Basic Service Charge:

Rate 81	\$ 150 <u>80</u> .00 per month 1/	
Rate 82	\$ 230 <u>75</u> .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 <u>354</u>	\$0. 498 <u>235</u>	R 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.

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
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Section No. 3
 3rd Revised Sheet No. 26
 Canceling 2nd 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.

Rate:

Basic Service Charge:	\$23075.00 per month	I
Distribution Delivery Charge:		
Maximum Rate	\$ 0.498235 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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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Canceling 3rd Revised Sheet No. 30

TARGETED INFRASTRUCTURE RIDER Rate 89

Page 1 of 2

~~Reserved for future use~~

1. Applicability:

This rate schedule represents a Targeted Infrastructure Rider (TIR) and specifies the procedure to be utilized to provide for annual adjustments to recover the Revenue Requirement associated with the Company's required operational and state and federal pipeline safety program investments in natural gas main additions and replacements and other specified safety related infrastructure replacements and upgrades deemed prudent by the Commission and not currently recovered through retail rates. Costs to be recovered under the TIR may include operation and maintenance expenditures, depreciation, taxes and a current return on project costs during construction. Costs being recovered under this tariff are currently not included in the rates established at the time of the Company's last general rate case.

2. Targeted Infrastructure Adjustment:

- (a) The Infrastructure Adjustment will be applied as an adjustment per dk calculated using the projected revenue requirement and forecasted dk throughput to determine the amount to be recovered through the TIR. The return component of the revenue requirement calculation will be the authorized rate of return from the Company's most recent general rate case.
- (b) The TIR is applicable to all natural gas sales and transportation service customers with the exception of those served under a flexible rate contract at less than the ceiling rate.
- (c) The TIR will be adjusted annually (or other period authorized by the Commission) to reflect the Company's most recent projected capital costs and related expenses for projects determined to be recoverable under this rate schedule.
- (d) A true-up will reflect any over or under collection of revenue under the TIR based on actual expenditures from the preceding twelve month recovery period plus carrying charges or credits accrued at a rate equal to the three-month Treasury Bill rate as published monthly by the Federal Reserve Board.

3. Time and Manner of Filing:

Montana-Dakota shall file the TIR at least 60 days prior to the proposed effective date. The filing by Montana-Dakota shall be made by means of a revised TIR rate schedule identifying the amount of the adjustment and documentation supporting the derivation of the TIR and justification for the projects and or expenditure proposed to be included in the TIR.

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Director – Regulatory Affairs

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2nd Revised Sheet No. 30.1
1st Revised Sheet No. 30.1

TARGETED INFRASTRUCTURE RIDER Rate 89

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~~Reserved for future use~~

4. Targeted Infrastructure Adjustment Rate:

All Classes \$X.XXX per dk

N
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**State of South Dakota
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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. SERVICE AVAILABILITY – Gas will normally be delivered at a standard pressure of five ounces, depending on the service territory the gas is being delivered to. Delivery of gas service at pressures greater than the standard operating pressure may be available and will require a consultation with the Company to determine availability.

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32. 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

I

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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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GENERAL PROVISIONS Rate 100

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- 43. 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.

I
- 54. 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.

I
- 65. 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.~~

I
D
- 76. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and there is a building encroachment(s) ~~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 or permits.

I
I
- 87. 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.

I
- 98. 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.

I
- 109. 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.

I

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 Canceling Original Sheet No. 1.6

GENERAL PROVISIONS Rate 100

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110. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting pipeline's tariff.

I

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. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer's side of the point of delivery, and for the natural gas after it passes the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer's side of the point of delivery.

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N

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.

D

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.



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GENERAL PROVISIONS Rate 100

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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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GENERAL PROVISIONS Rate 100

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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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 Canceling Original Sheet No. 1.8

GENERAL PROVISIONS Rate 100

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 with separate cooking facilities. 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)~~ with separate meters and 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. This is not an all-inclusive list. I

 - b. Nonresidential service is defined as service provided to a business enterprise in space occupied and operated for non-residential 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). I

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Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
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1st Revised Sheet No. 1.9
Canceling Original Sheet No. 1.9

GENERAL PROVISIONS Rate 100

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 (~~r~~Residential or nNon-residential) applicable to the type of service which constitutes 50% or more of the customer's total connected load. I

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 under ~~on~~ the nNon-residential rates. I

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;~~ the following criteria: I

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- 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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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. Interruptible sales and transportation customers agree to provide the cost of the installation of remote data acquisition equipment as required to the Company before ~~transportation~~-service is implemented as provided for in the applicable rate schedule.

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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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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.

Local sales base pressure is defined as five (5) ounces per square inch gauge pressure plus local average atmospheric pressure.

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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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 Canceling 1st Revised Sheet No. 1.13

GENERAL PROVISIONS Rate 100

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 ~~past due amount~~ ~~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.

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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.

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

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.~~ D
- ~~23.~~ Investigating high bills or inadequate service complaints. I
- ~~34.~~ Location of underground Company facilities ~~and customer-owned gas service lines~~ for contractors, builders, plumbers, etc. T/D

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.

To ensure the Company can service the customer during normal business hours, the customer's call must be received by 12:00 p.m. on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m. on a regular work day, customers will be advised that over time service rates will apply unless service can be scheduled for a future workday. N

16. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service discontinued shall notify the Company during regular



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

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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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 Canceling 2nd Revised Sheet No. 1.15

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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 under a minimum-charge of \$30.00. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

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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 = 447,130 dk; Large Firm General = 4,224,252 dk; and Small Interruptible = 5,556,372 dk). ~~A, and a minimum-charge~~ of \$30.00 will apply to all reconnections occurring during normal business hours. The minimum-\$30.00 reconnection charge 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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The Company may collect a fee of \$3025.00 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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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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- 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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GENERAL PROVISIONS Rate 100

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. BILL DISCOUNT FOR QUALIFYING EMPLOYEES - 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%. I
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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

VI. MISCELLANEOUS CHARGES

	<u>Amount or Reference</u>
1. <u>Service Charges</u>	
a. <u>Consumer deposit</u>	<u>Rate 100 \$V.6.</u>
b. <u>Return check</u>	<u>\$40.00</u>
c. <u>Minimum reconnect charge after termination for nonpayment or other causes</u>	
- <u>During normal business hours</u>	<u>\$30.00</u>
- <u>After normal business hours</u>	<u>standard overtime rates</u>
d. <u>Minimum reconnect charge applicable to seasonal or temporary customers</u>	
- <u>During normal business hours</u>	<u>Rate 100 \$V.18</u>

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	<u>- After normal business hours</u>	<u>standard overtime rates</u>	
e.	<u>Reconnection charge applicable to transport customers when electronic metering must be reinstalled</u>		<u>\$160.00</u>
f.	<u>Special test of meter at customer's written request (see Rate 100 §V.7.b.2. as to when this charge is applicable)</u>		
	<u>- Meter error more than ±2%</u>		<u>None</u>
	<u>- Meter error within ±2% and meter was tested within the prior 12 months</u>		<u>Labor & materials Minimum of \$30.00</u>
g.	<u>Service request after normal business hours</u>		<u>Materials & Labor at standard overtime rates</u>
h.	<u>Firm service main extension</u>		<u>Rate 120</u>
i.	<u>Interruptible service main extension</u>		<u>Rate 119</u>
			<u>Approx. Annual Percent</u>
2.	<u>Late Payment Charges (on unpaid balance)</u>	<u>Per Month</u>	<u>12%</u>
		<u>1%</u>	

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**State of South Dakota
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CONSUMER'S DEPOSIT RECEIPT

Section No. 6
 Original Sheet No. 1
 Canceling Vol. 1 4th Rev. Sheet No. 1

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

NEW CUSTOMER APPLICATION CARD – GENERAL SERVICE

NEW CUSTOMER APPLICATION CARD – GENERAL SERVICE

20902(16-81) (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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 Original Sheet No. 3
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GAS METER ORDER

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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.:	NO DEPOSIT REQUIRED: JOB OWNER REFERENCES		FORWARDING ADDRESS:			
METER IN				METER OUT		
COMPANY NO.:	MANUF.:	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 OUT <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		
THE FOLLOWING NEEDS TO BE FILLED IN WHEN INTERGRATING INSTRUMENTS OR PRESSURE FACTORS.				REGULATORS: 1ST _____ 2ND _____ ORIFICE SIZE: _____		
				*REASON METER REMOVED <input type="checkbox"/> RANDOM TESTING <input type="checkbox"/> PERIODIC TESTING <input type="checkbox"/> TEST FAILURE LIST <input type="checkbox"/> DAMAGED <input type="checkbox"/> NON REGISTER <input type="checkbox"/> OTHER		
ATMOS. PRESS.:	PRESSURE FACTOR:	FACTORED METER Yes <input type="checkbox"/> No <input type="checkbox"/>		PILOT INSPECT <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		
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 <input type="checkbox"/>		
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 <input type="checkbox"/>		
WORK DONE BY:		PREMISE TIME:		DELIVERY POINT ID:		
				LINE TAP:		
				DELIVERY USE:		
REMARKS:						

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 4th Street
 Bismarck, ND 58501

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

Section No. 6
 1st Revised Sheet No. 4
 Canceling Original Sheet No. 4

STANDARD CUSTOMER BILL



A Division of MDU Resources Group, Inc.

In the Community to Serve[®]

SERVICE FOR
 GETTYSBURG, SD 57442-1412

www.montana-dakota.com

ACCOUNT NUMBER
 DATE DUE
 May 31, 2012

BILL DATE
 AMOUNT DUE
 May 9, 2012 \$136.78

PAGE 1 of 2

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

1-800-838-3278

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

Email: customerservice@mdu.com

Mail: Montana-Dakota Utilities Co.

Attn: Customer Service, P.O. Box 7608, Bismarck, ND 58507-1608. Please include your account number.

CALL BEFORE YOU DIG 811

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Paycheck Ded. **▲**
 Your payment will be automatically deducted from your bank account on or after this date.

Gas Charges

BILLING PERIOD	DAYS	METER NUMBER	METER READ DATE	RATE
4/5/12 - 5/7/12	33	012799675	5/7/12	66 - Residential Gas

USAGE HISTORY (Dk)

DATE	USAGE (Dk)
4/5/12	1.1
4/6/12	1.2
4/7/12	1.3
4/8/12	1.4
4/9/12	1.5
4/10/12	1.6
4/11/12	1.7
4/12/12	1.8
4/13/12	1.9
4/14/12	2.0
4/15/12	2.1
4/16/12	2.2
4/17/12	2.3
4/18/12	2.4
4/19/12	2.5
4/20/12	2.6
4/21/12	2.7
4/22/12	2.8
4/23/12	2.9
4/24/12	3.0
4/25/12	3.1
4/26/12	3.2
4/27/12	3.3
4/28/12	3.4
4/29/12	3.5
4/30/12	3.6
5/1/12	3.7
5/2/12	3.8
5/3/12	3.9
5/4/12	4.0
5/5/12	4.1
5/6/12	4.2
5/7/12	4.3

CURRENT READING	PREVIOUS READING	DIFFERENCE	PERFIA FACTOR	DU USED
65.4	65.6	-0.2	x 0.950413	0.6
Basic Service Charge 33 Days x \$0.15 = 4.95				
Distribution Delivery 6.5 Dk x \$2.915 = 19.21				
Cost of Gas 5.2 Dk x \$1.056 = 26.57				
Cost of Gas 1.4 Dk x \$1.266 = 4.71				
OTA 6.0 Dk x \$0.649 = 3.89				
State Tax 4% x \$49.02 = 1.99				
City Tax 2% x \$49.02 = 1.00				
Total Charges \$52.01				

Electric Charges

BILLING PERIOD	DAYS	METER NUMBER	METER READ DATE	RATE
4/5/12 - 5/7/12	33	011276285	5/7/12	10 - Residential Electric

USAGE HISTORY (Kwh)

DATE	USAGE (Kwh)
4/5/12	1.1
4/6/12	1.2
4/7/12	1.3
4/8/12	1.4
4/9/12	1.5
4/10/12	1.6
4/11/12	1.7
4/12/12	1.8
4/13/12	1.9
4/14/12	2.0
4/15/12	2.1
4/16/12	2.2
4/17/12	2.3
4/18/12	2.4
4/19/12	2.5
4/20/12	2.6
4/21/12	2.7
4/22/12	2.8
4/23/12	2.9
4/24/12	3.0
4/25/12	3.1
4/26/12	3.2
4/27/12	3.3
4/28/12	3.4
4/29/12	3.5
4/30/12	3.6
5/1/12	3.7
5/2/12	3.8
5/3/12	3.9
5/4/12	4.0
5/5/12	4.1
5/6/12	4.2
5/7/12	4.3

CURRENT READING	PREVIOUS READING	DIFFERENCE	TOTAL USAGE
59007	59060	-53	777 Kwh
Basic Rate 6.00			
Energy 400 Kwh x \$0.021 = 11.45			
Energy 200 Kwh x \$0.020 = 25.51			
Energy 27 Kwh x \$0.0693 = 1.88			
Fuel Cost Adj 119 Kwh x \$0.00593 = 2.67			
Fuel Cost Adj 165 Kwh x \$0.004218 = 0.71			
State Tax 4% x \$79.22 = 3.17			
City Tax 2% x \$79.22 = 1.58			
Total Charges \$83.97			

PLEASE REPLY TO THIS PORTION OF YOUR RECORDS
 PLEASE RETURN TO US WITHIN 30 DAYS OF MAILING DATE. THE APPLICABLE DEADLINE IS THE PREVIOUS BUSINESS DAY.



ACCOUNT NUMBER

DATE OF BANK DRAFT
May 23, 2012

AMOUNT DUE
\$136.78

UTE 02 07
 UTS 02 01



GETTYSBURG SD 57442-1412

Thank you for using the Montana-Dakota Utilities Co. Easy-Pay

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 4th Street
 Bismarck, ND 58501

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

Section No. 6
 1st Revised Sheet No. 4.1
 Canceling Original Sheet No. 4.1

STANDARD CUSTOMER BILL

Page 2



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

Ways to Pay Your Bill

Easy Pay. Automatically pay your bill each month by having Montana-Dakota Utilities debit your payment account payment from your financial institution each month. In order to set up Easy Pay, call 1-800-638-3278 or complete the Easy Pay Enrollment Information form located on our website, www.montana-dakota.com, and take it with a voided check.

Pay by Phone or Online. We accept payments through Western Union's SpeedPay, a third party service provider. You will find the SpeedPay link on our website or simply call toll free 1-800-638-3278 and follow the prompts. Payments can be made 24/7 using your credit card or debit card for electronic transfer using a checking or savings account. You will need your online account number (available on your bill) to process your payments. (Western Union's SpeedPay charges a \$2.95 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 the service. Our Customer Service staff can assist you in the setup of payment locations. Payment methods of payment locations are not available to you unless you have been approved by Montana-Dakota Utilities.

By Mail. If all your payments to Montana-Dakota Utilities Co., P.O. Box 5600, Bismarck, ND 58508-5600. Do not mail any bills for mailing to your payment location by the due date.

Delayed Billing. This billing plan looks out your monthly bill so you can reduce back-to-back billing by changing the meter and the start of billing. To set up, complete the Billing Plan form located on our website or contact Customer Service at 1-800-638-3278.

Payment By Check. Your bill is not due if not paid within 22 days after it is mailed. If you are paying with a credit card or paying someone else payment locations are not available to you. Disconnection of service is not possible. For faster service please call Tuesday-Friday 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 in Public Utilities Commission of the state where service is provided. Copies of the company's current tariffs are available at www.montana-dakota.com.

Basic Service Charge or Base Rate. A monthly or daily charge designed to recover a portion of the fixed costs associated with providing utility services regardless of how much energy is used.

Capacity. A fixed value used to convert meter readings to actual energy usage where certain equipment is used in the metering process, such as air conditioning and potential transformers.

Cost of Gas. This charge recovers the cost of gas itself as well as other related costs. Montana-Dakota Utilities uses the pipeline regulator's published rates for gas service. The cost is strictly a pass-through to customers and does not provide Montana-Dakota with a profit.

Cost of Generation Tracking Adjustment. A charge that provides linking to Commission approved commodity prices for the states of ND and SD.

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 charge to recover the costs of delivering energy to your meter. This amount varies with the amount of energy used.

DSM - Detection of Delivery Stabilization Mechanism. A charge applicable to gas service per unit of BTU and electric service per unit of kWh or units of demand distribution delivery to recover the cost of actual load growth that occurs from the actual metering process. This adjustment is applicable during the billing period from 11 May 1.

DS - Distribution. The included in the total amount of normal gas used in the billing period. The amount of normal gas used is measured by the gas meter in accordance with the applicable terms factor in the metering process.

Fuel and Purchased Power. The charge recovers the fuel 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 an annual basis for customers served in ND and SD.

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 SD.

Gas - Demand. The kWh/Btu of the peak demand for maximum 15 minute measured demand for electricity during the billing period or the maximum kW demand as stated in the company tariff.

kWh - Kilowatt-Hour. The kilowatt-hour is the total amount of electricity used in the billing period.

Power Penalty. A penalty applicable to customers operating in facilities outside the power factor exception 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 ND.

TCA - Transmission Cost Adjustment. A charge per kWh applicable to electric service provided in ND in recovery of former unallocated expenditures and investment net of revenues received from others. The TCA is subject to change on an annual basis.

Therm Factor. The therm factor adjusts the amount of normal gas consumed by the meter for the local customer and metering process of the gas delivered to a customer's premises. This calculation assumes that all customers are billed based on the heat value of the gas during the applicable billing period.

USDC - United States System Benefits Charge. A charge that provides linking to commodity market and fuel income programs in the state of ND as required by the Montana State Legislature.

Important Customer Information

If you have questions regarding your bill or service, please call Montana-Dakota Utilities Customer Service (1-800-638-3278). If you cannot pay your bill at this time, you are willing to make satisfactory payment arrangements, if your gas has not been disconnected after you have called Customer Service, you may contact the regulatory agencies governing in the state where service is provided:

- ND PSC: 1-800-646-6336 or write to P.O. Box 25901, Bismarck, Montana 58507-2590
- ND PSC: 100 E. Boulevard, Bismarck, ND 58505-0100
- SD PSC: 100 E. 10th Street
- WI PSC: 900 N. 25th Warren Avenue, Suite 301, Cheyenne, WY 82002

Payments made by check or money order are debited by the bank and are not subject to a returned payment fee.

When you provide a check or money order, you authorize us to use automatic bill payment check service to make a one-time electronic fund transfer from your account on the payment due date. If you do not wish to use automatic bill payment, you must check or debit your account and transfer funds by the date on the bill. Funds may be withdrawn from your account as soon as the same day we receive your payment. The instruction will appear on your bill. A statement of bill and payment not received a copy of an image of your check from your financial institution.

Payments made with a credit card are not subject to a returned payment fee. If you are paying with a credit card, you must provide your card number and expiration date on the bill.

Moving? In order to be 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: _____

Date Filed:	October 10, 2012	Effective Date:	February 1, 2013
Issued By:	Tami A. Aberle Director - Regulatory Affairs		
Docket No.:	GE12-004		



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

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

Section No. 6
 1st Revised Sheet No. 5
 Canceling Original Sheet No. 5

DISCONNECT NOTICE

Page 1 of 1

 MONTANA-DAKOTA UTILITIES CO

OM

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 57708
 1 605 342 0167

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 4th 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 1st Rev. Sheet No. 7

APPLICATION FOR INTERRUPTIBLE NATURAL GAS SERVICE

2047417-001
 (Rev. 9/05)

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

FIRM USAGE EQUIPMENT

<u>Type & 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-Glendive)
- 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 4th Street
Bismarck, ND 58501

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

Section No. 6
1st Revised Sheet No. 7
Canceling Original Sheet No. 7

CUSTOMER INFORMATION BOOKLET

Page 1 of 2

CUSTOMER INFORMATION BOOKLET

The Customer Information Booklet is provided to each customer signing up for service and upon request.

I

Date Filed:	May 18, 2004	Effective Date:	January 6, 2004
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		
Docket No.:	GE03-001		



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

Section No. 6
 1st Revised Sheet No. 7.1
 Canceling Original Sheet No. 7.1

CUSTOMER INFORMATION BOOKLET

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 premise 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 within 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		
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Montana-Dakota Utilities Co.
 A Division of MDU Resources Group, Inc.
 400 N 4th Street
 Bismarck, ND 58501

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

Section No. 6
 1st 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
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Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.
 400 N 4th 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
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Montana-Dakota Utilities Co.
 A Division of MDU Resources Group, Inc.
 400 N 4th 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.

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Montana-Dakota Utilities Co.
 A Division of MDU Resources Group, Inc.
 400 N 4th 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

70292/11-901
 (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: _____

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Docket No.:	NG02-011		



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

Section No. 6
 1st Revised Sheet No. 11
 Canceling Original Sheet No. 11

**AGREEMENT BY PROPERTY OWNER OR AGENT TO PAY UTILITY
 BILLS DURING PERIODS WHEN PROPERTY IS UNOCCUPIED**



CONTINUOUS SERVICE AGREEMENT

For information only - Email: customerservice@mdu.com, Fax: 1-225-225-2224, or
 Mail: Customer Service, 400 N 4th Street, Bismarck, ND 58502-1000

- 1. RECITATION.** The undersigned (hereinafter referred to as "Customer") is the Property Owner/sole Party (i.e., owner, manager, or otherwise financially responsible for the maintenance of the real property described in Exhibit A hereinafter referred to as "Property") which may be covered by other agreements referred to as "Other(s)" hereinafter referred to as "Montana-Dakota Utilities Co. (hereinafter referred to as the "Utility") provides Natural Gas and/or Electric Service (hereinafter referred to as "Energy Services") to the location of the Property in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Property is located. The Agreement is intended to assure continuous Energy Services to the Property during periods in which a Tenant has not arranged for or has failed to maintain energy services.
- 2. TERM.** This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") that it is processed by the Utility for electronic communication purposes. The Customer must provide an active email address prior to processing. Utility will provide email notification that the Agreement has been processed. The Agreement will continue in effect until terminated by a mutual agreement upon the 120 day period unless there is an applicable and Paragraph 5 below. Provisions subject to this Agreement must have energy services activated prior to or on the Effective Date. Termination of this Agreement does not release the Customer from its obligation to pay for any Energy Services charges incurred under this Agreement prior to the effective date of termination. In the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A, the Customer will not be eligible to enter another Continuous Service Agreement for a period of 12 months with respect to those Properties that were cancelled. Failure on the part of the Customer to pay their bills promptly when they shall constitute sufficient grounds for termination of this Agreement by the Utility.
- 3. RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Property as specified in the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the property. The Customer assumes liability for Energy Services charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Property. The Utility reserves the right to deny service or discontinue Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Services, no Energy Services to the Tenant have been acknowledged. The Customer may request that the Utility Services to the applicable Property be discontinued without affecting this agreement. A discontinuation of Energy Services to the Property at the request of the Customer for any other reason will terminate this Agreement. In the event of a dispute regarding any term of the date of discontinuation to the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information at a hearing the Utility's records are corrected which meet the presumption that will apply.
- 4. DISCONTINUATION.** In addition to the above terms of service, if a Tenant occupies all or a portion of a Property or is disallowed for nonpayment of bills, the Utility **DOES** and **DOES NOT** request the Utility to continue Energy Services at the Property and Billing for such Energy Services until a new Tenant assumes a license or license termination of the Agreement with respect to the Property. These conditions will apply even if the Tenant remains on the Property.
- 5. CHANGE AND NOTICE.** The Customer agrees to provide FRONT WRITER NOTICE to the Utility of any change in telephone number, mailing address, email address or service and delivery to Exhibit A, Service Property locations. By signing this Agreement as the Customer, I am understanding that the Customer is authorized to start or stop Energy Services, make additions or deletions of Properties to this Agreement and to enter into this Agreement. Other persons authorized to act in behalf of the Customer under this Agreement are listed in Exhibit B where they may be replaced by Customer upon receipt of written notice to the Utility.
- 6. MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings relating to the provision of Energy Services to any of Customer's properties, prior to the effective date of this Agreement. The Utility has no further responsibility or liability to the Customer, expressed or implied, for discontinuation of Energy Services to Customer's properties except as set forth herein.
- 7. LIABILITY/WARRANTY.** THE UTILITY AND THE CUSTOMER HEREBY AGREE THAT THE UTILITY IS NOT RESPONSIBLE FOR THE LIABILITY OF CUSTOMER FOR THE PROVISION OF ENERGY SERVICES TO ANY PROPERTY. THE UTILITY IS NOT RESPONSIBLE FOR THE LIABILITY OF CUSTOMER FOR THE PROVISION OF ENERGY SERVICES TO ANY PROPERTY. THE UTILITY IS NOT RESPONSIBLE FOR THE LIABILITY OF CUSTOMER FOR THE PROVISION OF ENERGY SERVICES TO ANY PROPERTY. THE UTILITY IS NOT RESPONSIBLE FOR THE LIABILITY OF CUSTOMER FOR THE PROVISION OF ENERGY SERVICES TO ANY PROPERTY. THE UTILITY IS NOT RESPONSIBLE FOR THE LIABILITY OF CUSTOMER FOR THE PROVISION OF ENERGY SERVICES TO ANY PROPERTY.
- 8. SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used, a Property Manager signs this Agreement. The Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

(N)

BILLING INFORMATION

Please Print (* An asterisk indicates that the information is required for processing)

*E-mail Address: _____		*Special Security Number: _____
*Mailing Address: _____		*Business Tax ID Number: _____
*City: _____ *State: _____ *Zip: _____		*Emergency Contact Name: _____
*Primary Contact Phone: _____		*Address: _____
*Cell Phone: _____		*City: _____ *State: _____ *Zip: _____
*Fax Number: _____		*Emergency Phone Number: _____
Customer Printed Name: _____		*Employer Name: _____
Signature: _____		*Work Phone: _____
Date: _____		

For Office Use Only:	Processed by:	Date:
CUA-EM		

(N)

Date Filed: July 3, 2012 Effective Date: June 21, 2012

Issued By: Tamie A. Aberle
 Regulatory Affairs Manager

Docket No.: GE12-003



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

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

Section No. 6
 1st 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

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

204186-01
 Rev. 09/01

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

To: Montana-Dakota Utilities Co.

Address _____
 City, State, Zip Code _____

For value received, I, _____, 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 _____ in the event that Customer's bill for natural gas and/or electricity provided by Montana-Dakota at _____ 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 4th 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 1st 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 Tel. _____

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)

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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 4th 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)

1087711-203
 Rev. 4/03

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

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

Section No. 6
 1st Revised Sheet No. 16
 Canceling Original Sheet No. 16

FINAL NOTICE PRIOR TO DISCONNECT

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 1080
 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

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

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

Section No. 6
 Original Sheet No. 17

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 1 of 4

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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Montana-Dakota Utilities Co.
 A Division of MDU Resources Group, Inc.
 400 N 4th 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 81 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 posses-

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

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

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 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. HUETNER
 Director of Marketing &
 Customer Services

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

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Montana-Dakota Utilities Co.
 A Division of MDU Resources Group, Inc.
 400 N 4th 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 12/30/2002 between Montana-Dakota Utilities Co. and [REDACTED] covering interruptible natural gas service to its facility located at [REDACTED]. Deliveries and charges hereunder shall commence on [REDACTED] and expire on [REDACTED].

<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Rate*</u>	<u>Maximum Interruptible Delivery Point Quantity Per Day (dk)</u>	<u>Maximum Interruptible Delivery Point Annual Quantity (dk)</u>
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</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 30 day of December, 2002.

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. HUNTER
 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
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**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

REQUEST FOR FIRM NATURAL GAS SALES SERVICE

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

Daily Firm Service Requirements

January	<u> </u>	Dk/day
February	<u> </u>	Dk/day
March	<u> </u>	Dk/day
April	<u> </u>	Dk/day
May	<u> </u>	Dk/day
June	<u> </u>	Dk/day
July	<u> </u>	Dk/day
August	<u> </u>	Dk/day
September	<u> </u>	Dk/day
October	<u> </u>	Dk/day
November	<u> </u>	Dk/day
December	<u> </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 and expire on , and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

 By:

 (Please print or type)

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

By:
 (Gas Supply Department)

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 4th Street
 Bismarck, ND 58501

**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

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 Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>
<u>Border Station</u>	<u>_____</u>	<u>_____</u>	<u>_____</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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GAS TRANSPORTATION AGREEMENT

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 ~~200 N 4th Street~~ 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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GAS TRANSPORTATION AGREEMENT

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 (Metrotek) 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 \$. 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

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

**State of South Dakota
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GAS TRANSPORTATION AGREEMENT

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

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

4.3 REPLACEMENT OR SUPPLEMENTAL SALES SERVICE. Interruptible retail gas may be available at this location during the time that this Agreement is in force. Customer may request that Company provide interruptible retail gas sales pursuant to Rate Schedule _____. 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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GAS TRANSPORTATION AGREEMENT

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The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire, at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other 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.

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 4th Street
 Bismarck, ND 58501

**State of South Dakota
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GAS TRANSPORTATION AGREEMENT

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**EXHIBIT "A"
 GAS TRANSPORTATION AGREEMENT**

This document is an attachment to the Gas Transportation Agreement dated [REDACTED] 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 [REDACTED].

Customer's Total Interruptible Transportation Quantity: [REDACTED] dk per day.

Customer's Total Firm Transportation Quantity: [REDACTED] 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 [REDACTED] day of [REDACTED], 20[REDACTED].

CUSTOMER

[REDACTED]

By: [REDACTED]

Representing [REDACTED]

Accepted and agreed to this [REDACTED] day of [REDACTED], 20[REDACTED].

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

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

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 4th Street
 Bismarck, ND 58501

**State of South Dakota
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GAS TRANSPORTATION AGREEMENT

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**EXHIBIT "B"
 GAS TRANSPORTATION AGREEMENT**

This document is an attachment to the Gas Transportation Agreement dated between MONTANA-DAKOTA UTILITIES CO. and covering natural gas transportation service to Customer's facility located at .

<u>Rate</u>	<u>Term of Rate</u>
<u> </u>	<u> </u>

Accepted and agreed to this day of , 20 .

 By:
 Title:

Accepted and agreed to this day of , 20 .

MONTANA-DAKOTA UTILITIES CO.,
 A Division of MDU Resources Group, Inc.
 By:
 William J. Huether
 Director of Marketing & Customer Services

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 4th Street
 Bismarck, ND 58501

**State of South Dakota
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GAS TRANSPORTATION AGREEMENT

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

This document is an attachment to the Gas Transportation Agreement dated 12/23/02 between Montana-Dakota Utilities Co. and Customer covering natural gas transportation service to Customer's facility located at Customer's facility.

Daily Firm Service Requirements

January	<u>Customer's facility</u>	Dk/day
February	<u>Customer's facility</u>	Dk/day
March	<u>Customer's facility</u>	Dk/day
April	<u>Customer's facility</u>	Dk/day
May	<u>Customer's facility</u>	Dk/day
June	<u>Customer's facility</u>	Dk/day
July	<u>Customer's facility</u>	Dk/day
August	<u>Customer's facility</u>	Dk/day
September	<u>Customer's facility</u>	Dk/day
October	<u>Customer's facility</u>	Dk/day
November	<u>Customer's facility</u>	Dk/day
December	<u>Customer's facility</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 12/23/02 and expire on 12/23/03, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

Customer

By: Customer

By: Customer
 (Please print or type)

Agreed to and accepted by Montana-Dakota Utilities Co. this 23rd day of December, 2002.

Montana-Dakota Utilities Co.
 (Gas Supply Department)

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 4th Street
 Bismarck, ND 58501

**State of South Dakota
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CUSTOMERS AGREEMENT FOR GAS EXTENSION

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3141712-911
 (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:

- a. Interruptible Gas Service Extension Policy, effective date;
- b. Estimate of Construction Costs
- c. Map showing the route of the extension
- d. 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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CUSTOMERS AGREEMENT FOR GAS EXTENSION

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SI487(12-01)
 (Rev. 11/00)

**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 stub(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:

- a. Estimate of construction costs
- b. Map showing the route of the extension
- c. Economic analysis of the extension
- d. 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 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 number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute 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
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
 1st Revised Sheet No. 21
 Canceling Original Sheet No. 21

GAS SERVICE ORDER

GAS SERVICE ORDER (Form 2007 Rev 1-01)		FARM TAP ACCOUNT: <input type="checkbox"/> YES <input type="checkbox"/> NO	CUSTOMER ACCOUNT NO.:																																	
REGION	SERVICE ADDRESS		STUB WORK ORDER NO. _____ DOC NO. _____																																	
EFV: <input type="checkbox"/> YES <input type="checkbox"/> NO	TOWN	STATE	SERVICE LINE WORK ORDER NO. _____ DOC NO. _____																																	
TOWNSHIP/RANGE	SECTION	BLOCK	LOT	GAS MAIN EXTENSION WORK ORDER NO. _____ DOC NO. _____																																
				CITY LIMITS:																																
				CREDIT APPROVAL: _____ MAIN EXTENSION REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO																																
				CONTRIBUTION MAIN? <input type="checkbox"/> YES <input type="checkbox"/> NO CONTRIBUTION RECEIVED? <input type="checkbox"/> YES <input type="checkbox"/> NO																																
MAP NO.	SUBDIVISION	LOCATE NO.	SPECIAL INSTRUCTIONS:																																	
SERVICE ORDER EXPIRATION DATE: _____				TOTAL COSTS:																																
Customer Name: _____				LABOR \$ _____ MATERIALS \$ _____ EQUIPMENT \$ _____																																
Mailing Address: _____				JOB START DATE: _____ JOB COMPLETION DATE: _____																																
Telephone Numbers: Home: _____ Cell: _____				HOURS _____ GAS MAIN WORK (12887) BILLABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO																																
Work:				HOURS _____ GAS STUB WORK (12897) BILLABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO																																
<table border="0" style="width:100%;"> <tr> <td>Excess Flow Valve: _____ 5" _____ 75" _____ 1"</td> <td>ACCT. NO.</td> <td>ESTIMATE / BID</td> <td></td> </tr> <tr> <td>New Service Line, Price Per Foot</td> <td>(128786)</td> <td>\$</td> <td></td> </tr> <tr> <td>New Service Line, Time & Material</td> <td>(128786)</td> <td>\$</td> <td></td> </tr> <tr> <td>Replacement Service Line, Price Per Foot</td> <td>(128797)</td> <td>\$</td> <td></td> </tr> <tr> <td>Replacement Service Line, Time & Material</td> <td>(128797)</td> <td>\$</td> <td></td> </tr> <tr> <td>Relocate or Repair Portion of SL</td> <td>(128799)</td> <td>\$</td> <td></td> </tr> <tr> <td>Installation of Customer Owned Line (0320) (May require signed merchandise order)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Related charges</td> <td></td> <td></td> <td></td> </tr> </table>				Excess Flow Valve: _____ 5" _____ 75" _____ 1"	ACCT. NO.	ESTIMATE / BID		New Service Line, Price Per Foot	(128786)	\$		New Service Line, Time & Material	(128786)	\$		Replacement Service Line, Price Per Foot	(128797)	\$		Replacement Service Line, Time & Material	(128797)	\$		Relocate or Repair Portion of SL	(128799)	\$		Installation of Customer Owned Line (0320) (May require signed merchandise order)				Related charges				WORKED PERFORMED:
Excess Flow Valve: _____ 5" _____ 75" _____ 1"	ACCT. NO.	ESTIMATE / BID																																		
New Service Line, Price Per Foot	(128786)	\$																																		
New Service Line, Time & Material	(128786)	\$																																		
Replacement Service Line, Price Per Foot	(128797)	\$																																		
Replacement Service Line, Time & Material	(128797)	\$																																		
Relocate or Repair Portion of SL	(128799)	\$																																		
Installation of Customer Owned Line (0320) (May require signed merchandise order)																																				
Related charges																																				
<input type="checkbox"/> Residential <input type="checkbox"/> New Construction <input type="checkbox"/> Billing in Full <input type="checkbox"/> Mobile Home <input type="checkbox"/> Conversion <input type="checkbox"/> 12 Payments <input type="checkbox"/> Commercial <input type="checkbox"/> Replacement Other: _____																																				
ESTIMATED GAS INPUT: _____ CFH																																				
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. I agree to all conditions of this order.																																				
CUSTOMER SIGNATURE _____ DATE _____				ENGINEERING DATA:																																
ORDER RECEIVED BY _____ DATE _____				ASPHALT/CONCRETE: <input type="checkbox"/> YES <input type="checkbox"/> NO TELEPHONE _____ POWER _____																																
				CURB BOX: <input type="checkbox"/> YES <input type="checkbox"/> NO CABLE TV _____ REC. _____																																
				METER GUARD: <input type="checkbox"/> YES <input type="checkbox"/> NO																																
				METER SIZE: _____																																
				RISER SIZE: _____ RISER LOCATION: _____																																
				IS RISER CATHODICALLY PROTECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO																																

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 4th Street
Bismarck, ND 58501

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

Section No. 6
1st Revised Sheet No. 21.1
Canceling Original Sheet No. 21.1

Reserved for Future Use

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

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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)



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

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 Original Sheet No. 24

TEMPORARY CONSTRUCTION HEAT AGREEMENT

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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
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**State of South Dakota
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TEMPORARY CONSTRUCTION HEAT AGREEMENT

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EAST RIVER 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 East River Natural Gas System Transportation Service Rule 86, 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:

EE Transportation Agreement

Date Filed: October 18, 2012 Effective Date: Service Rendered on and after December 18, 20012

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 Director - Regulatory Affairs

Docket No.: NG12-006



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TEMPORARY CONSTRUCTION HEAT AGREEMENT

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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.

If Disputed, Agreed

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

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TEMPORARY CONSTRUCTION HEAT AGREEMENT

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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 dkk, 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 78, as specified in Exhibit "C" of this Agreement for Customer's firm requirements delivered through Customer's interruptible meter(s).

11-Transportation Agreement

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Docket No.:	NG12-006		



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TEMPORARY CONSTRUCTION HEAT AGREEMENT

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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.

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

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TEMPORARY CONSTRUCTION HEAT AGREEMENT

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The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire, at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other 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

18. TRAVELER'S AGREEMENT

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