



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA GAS TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 1

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**SECTION 5 – RULES AND REGULATIONS**  
**Applicable to All Rates and Riders**

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**1.00 GAS SERVICE POLICIES**

**1.01 DEFINITIONS**

Account Agent means one authorized by a Customer to act on that Customer's behalf.

Applicant means an entity that requests and/or contracts for gas service.

Average Daily Usage means all Therms delivered to a Customer during the Billing Period divided by the number of days in the Billing Period.

Billing Agent means one authorized by a Customer to receive and pay gas bills on that Customer's behalf.

British thermal unit or Btu means the standard unit for measuring quantity of heat energy, such as the heat content of fuel.

Budget Billing means a levelized payment plan designed to limit the volatility of a Customer's bill.

Commission or PUC means the South Dakota Public Utilities Commission or any duly constituted successor to the Commission.

Credit Assurance means a guarantee provided by the Applicant and acceptable to the Company against the risk of Customer default for payment of gas service.

Customer means any person, firm, association, corporation, or agency of the federal, state or local governmental or legal entity responsible by law for payment for the gas service from the gas utility.

Customer Piping means all Customer-owned gas facilities downstream of the Point of Delivery.

Dekatherm means the quantity of gas which is equal to ten (10) Therms.

Distribution System means those mains and other equipment used to distribute gas.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.01 DEFINITIONS (continued)**

Extensions means expansion of the Company's distribution system built to serve a Customer or a specific group of Customers either on public right-of-way or private easement on a Customer's Premises.

Gas Delivery Service means the distribution, metering, and billing of gas delivered to Customers.

MCF means 1,000 cubic feet of gas.

Modifications means any changes required on the Company's facilities necessitated by actions or requirements other than the Company.

Multiple-Dwelling Unit means a multiple-occupancy building with two (2) or more Customers.

Municipality or Municipal Corporation means any city, village, town or township.

Non-Residential Service means service to those Customers not eligible for Residential Service.

Point of Delivery means a Company-approved, single location where the Customer's piping is connected to the Company's service and shall be the outlet side of the MidAmerican Energy meter set or at the connection to the Customer's piping, whichever is further downstream.

Premises means a contiguous tract of land separated by nothing more than a highway, street, alley or railroad right-of-way, where all buildings and/or gas consuming devices located thereon are owned or occupied by a single Customer or Applicant for gas service, or where all gas delivered thereto is utilized to supply one (1) or more buildings and/or gas loads which the Company considers as components of a unified operation.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.01 DEFINITIONS (continued)**

Residential Service means service for use in a single-family dwelling unit.

Service Line means the equipment used for delivering gas energy from the distribution system to the Customer's Point of Delivery.

Standard Cubic Foot means the amount of gas which would occupy one (1) cubic foot of volume at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 pounds per square inch absolute.

Supplier means the entity under contract by the Customer, or the Customer's Agent, to deliver natural gas to the Company on behalf of the Customer.

Therm means the quantity of gas which contains 100,000 British thermal units.

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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.02 GENERAL PROVISIONS**

All charges, policies, riders and tax additions of the Company applicable to service supplied under this Tariff are subject to approval, termination, change or modification by the South Dakota Public Utilities Commission, to the extent permitted by law.

**1.03 AVAILABILITY**

Service under this Tariff is available to any Customer located in the Company's service area.

Applications will be authorized only if gas supply and system capacity are available, or can reasonably be obtained by the Company, and if the addition of such new or incremental use of gas would not jeopardize public health or safety or jeopardize the integrity of the Company's gas system.

By accepting service under this schedule, the Customer is agreeing to abide by the Company's "Gas Service Policies", "Customer Policies" and all other requirements of this Tariff.

**1.04 FIRE OR OTHER CASUALTY - CUSTOMER'S BUSINESS PREMISES**

Should a fire or other casualty occur on the Customer's Premises, rendering them unfit for the purposes of the Customer's business, any Customer contract, having a definite term under the applicable rate, shall thereupon be suspended until such time as the Customer has reconstructed and reoccupied the Premises for the purposes of the Customer's business.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.05 SERVICE OPTIONS**

A Customer taking service under this Tariff will receive Gas Delivery Service under the appropriate Gas Delivery Service Rate.

Gas Supply Options

Customers have the following options for gas supply. The Company does not guarantee that the Customer will be served under the most advantageous rate at all times and is not responsible for notifying the Customer of the most advantageous rate. The sources of gas supply are listed below.

System gas supply:

A Customer may purchase system gas supply from the Company pursuant to Rider S. The Company shall deliver the gas supply purchased by the Customer in accordance with this schedule.

Transport gas supply:

A Customer may arrange to purchase gas supply from a Supplier pursuant to Rider T or an eligible Non-Residential Customer may arrange to purchase gas supply from a Supplier pursuant to Rate MMT. The Company shall deliver the gas supply to the Customer in accordance with these schedules.

Metering

The Company shall supply all metering required to provide gas service to the Customer.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.05 SERVICE OPTIONS (continued)**

Billing Options

Customers that purchase gas from a Supplier may be able to receive a single bill from the Supplier which will contain charges for service provided by the Supplier and the Company. The ability to receive a single bill from the Supplier is dependent on whether the Supplier elects to offer the Single Billing Option (SBO).

- If the Supplier does not provide SBO – the Customer will receive a bill from the Company for Delivery Services and other applicable charges and a separate bill from the Supplier for their service.
- If the Supplier provides SBO – the Customer will receive a single bill from the Supplier which contains charges from the Company as well as charges from the Supplier.

A Supplier shall not provide billing of the Company's services for any Customer for which there is a past due unpaid balance for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.06 NON-DISCRIMINATORY ACCESS**

Delivery service shall be priced and made available to all Customers on a non-discriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its supplier of gas in accordance with applicable Commission rules.

**1.07 EXCLUSIVE SERVICE**

The Company shall be the sole provider of the delivery service to each Premises.

**1.08 ASSIGNMENT**

No agreement for service may be assigned or transferred without the written consent of the Company.

**1.09 PROTECTION OF SERVICE**

The Company will not render service to any Customer for use by the Customer which shall have a detrimental effect upon the service rendered to the Company's other Customers.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.10 RESALE OR REDISTRIBUTION OF GAS**

The Company will not furnish gas supply for resale or redistribution. Resale means the sale of gas by the Customer to a third party. Resale of gas is prohibited.

If the Customer distributes and uses gas from a single point of usage to separate points or buildings on its Premises, such use shall not be considered resale provided (1) Customer owns or possesses the Premises and only the Customer's business is operated there (excluding renting space in the Premises), and (2) Customer is a corporation, partnership or any entity affiliated with such corporation or partnership.

Redistribution of gas is prohibited. Redistribution is the furnishing of gas by the Customer to a third party in exchange for a benefit, a promise, or any other consideration under conditions that do not constitute resale.

If the Applicant is not the owner of the Premises or of intervening property between the Premises and the Company's main, the Applicant agrees to obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on said Premises and on such intervening property of all piping and other gas equipment required for supplying gas to the Applicant.

**1.11 CUSTOMER-DESIGNATED AGENT**

The Customer may designate an Account Agent or Billing Agent for their accounts. The Customer must complete an authorization and release to establish the Agent and is subject to terms and conditions of said document. The Customer is responsible for all transactions and obligations to MidAmerican in the event of default by the designated Agent.





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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.12 LIMITATION OF LIABILITY**

The Company will use reasonable diligence to provide reliable service. However, the Company does not guarantee its service against interruption, shortage, deficiencies, imperfections or irregularities.

The Company will not be responsible nor liable for gas from and after the point it first passes to the pipes or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless the Company from all claims for injury or damage to persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all gas used on the Premises until notice of termination of service is received by the Company and the Company has taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption or backfeed of the supply of gas, increase or decrease in pressure, or change in characteristics of gas supply.

The Company will not be liable for any injury, loss, or damage, resulting from interruption, shortage, deficiency, imperfection, insufficiency or irregularities of service unless caused by the Company's willful default or gross negligence. In no event shall the Company be liable for consequential or punitive damages.

The Company will not be liable for any damages caused by the Company's conduct in compliance with or as permitted by this Tariff or other agreements, or any other applicable rule, regulation, order or tariff.

The Company will not be responsible or liable for the failure of any other party to perform. Further, the Company will not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's Agent or other parties in connection with soliciting the Customer for third-party supply or delivery service or performing any of the Agent's functions in rendering third-party supply or delivery service. In no event shall a Customer's Agent be considered an Agent on behalf of the Company.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.13 IRREGULARITIES AND INTERRUPTIONS OF SERVICE**

Service Reliability

The Company will use reasonable diligence to provide reliable service and will reestablish service with the shortest possible delay consistent with the safety of Customers, employees, and the general public. However, the Company does not guarantee its service against irregularities and interruption.

Irregularities and Interruptions

Causes of irregularity or interruption include, but are not limited to, the following:

- Repairs or changes in facilities.
- Valid curtailment or proration orders.
- Rules and regulations promulgated by state or federal regulatory authorities.
- An emergency.
- Occurrences beyond the Company's reasonable control including, but not limited to:
  - Accidents.
  - Acts of God.
  - Acts or omissions of civil or military authority or of suppliers.
  - Equipment failure.
  - Fires, epidemics, quarantine restrictions.
  - Strikes or other labor disputes, embargoes, wars, sabotage, political strife, riots, delays in transportation.
  - Compliance with any regulations or directives of any national, state, local or municipal government, or any department thereof.
  - Fuel, power, material or labor shortages.

Repairs or Changes

The Company reserves the right to shut off the supply of gas at any time when such action is necessary for the purpose of making repairs or in case of an emergency. The Company shall make reasonable efforts to notify the Customer in advance of shutting off the supply of gas for the purpose of making repairs where no emergency is involved.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.13 IRREGULARITIES AND INTERRUPTIONS OF SERVICE (continued)**

Customer Responsibility

The Customer will not be relieved of responsibility for payment of charges for service actually supplied (including minimum charges) because of:

- Interruption, shortage, deficiency, imperfection, insufficiency or irregularity of service.
- Accidents to the Customer's equipment or machinery.
- Failure of a Customer's installation, not due to the fault of Company.

Priority of Interruption

In Company's Gas Supply:

In the event of an anticipated gas shortage or an interruption of gas supply, the Company shall be entitled to curtail deliveries of gas to interruptible sales service Customers. Deliveries to Interruptible Customers will be interrupted first, after which deliveries of gas to firm sales Customers and scheduled receipts for transportation Customers shall have equal priority for interruption.

Curtailment for Operational Emergency:

In the event of an emergency, the Company shall be entitled to curtail deliveries and associated usage/demand of Company- or Customer-owned gas supply to any Customer meter, whenever, in its sole judgment, such curtailment is necessary to maintain the operational integrity of the natural gas system.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.13 IRREGULARITIES AND INTERRUPTIONS OF SERVICE (continued)**

Priority of Interruption (continued)

The Company will use its best efforts to curtail demand using the following guidelines and priority:

1. Interruptible sales service Customers.
2. Customers exceeding their firm contract rights, either hourly or daily, at Customer's Point of Delivery, as defined in the Customer's transportation agreement with the Company.
3. Customers using alternate firm point capacity. This would include any Customer utilizing an interstate pipeline transportation contract lacking sufficient primary delivery rights to the Customer's Receipt Point on the Company's distribution system, as identified in the Customer's transportation agreement with the Company.
4. Firm service Customers (including both sales and transportation Customers), largest to smallest, deemed in the sole judgment of the Company not to be involved in an activity essential to health or safety.

Any curtailment or allocation of gas supply will be applied to the smallest determinable geographical area. To the extent possible, curtailment shall be performed pro rata within a curtailment category. If time becomes an issue, largest Customers (including both sales and transportation Customers) will be curtailed first, proceeding to the smallest.

In extreme emergency, such as the loss of firm service from an interstate or intrastate pipeline or the loss of a critical transmission line segment on the Company's system, the Company may deviate from this plan. An interstate or intrastate pipeline issuing an Operational Flow Order (OFO) does not constitute an extreme emergency.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.13 IRREGULARITIES AND INTERRUPTIONS OF SERVICE (continued)**

Notification

If practical, the Company shall provide notification to the Commission and the public upon initiating its curtailment plan. Should the need to implement the Company's curtailment plan arise from the Company receiving notice from an interstate pipeline of conditions which threaten the capacity or supply of gas on the Company's system, the Company will begin notifying its affected Customers as quickly as practicable upon receiving any such notice from the pipeline. Notification will include the extent of emergency, the volumes required to be curtailed and the time by which curtailment must occur.

Failure to Comply with Curtailment

Any Customer failing to comply with curtailment of service under the above terms will be charged Unauthorized Gas Use Charges per the provisions detailed below. Customers who are curtailed and who have gas volumes being transported to the Company's distribution system shall use best efforts to maintain deliveries to the Company until after the curtailment has ended.

The non-pipeline penalty portion of the Unauthorized Gas Use Charges may be waived by the Company, at the Company's sole discretion, upon written request by the Customer if the violation was incurred to protect public health and/or safety. The Customer's request must include the circumstances and cause of the excess consumption.



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**SECTION 5 – RULES AND REGULATIONS (continued)**  
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**1.00 GAS SERVICE POLICIES (continued)**

**1.13 IRREGULARITIES AND INTERRUPTIONS OF SERVICE (continued)**

Unauthorized Gas Use Charges

If during any period of curtailment, any Customer takes a volume of gas in excess of the curtailment period volumes authorized to be used by such Customer, said excess volumes shall be considered unauthorized use. The Company shall bill all excess volumes an Unauthorized Gas Use Charge of \$6.00 per Therm plus the cost of gas.

The payment for unauthorized gas use by a Customer shall not, under any circumstances, be considered as giving the Customer the right to continue to take unauthorized gas, nor shall such payments be considered as a substitute for any other remedies available to the Company for failure of the Customer to curtail the Customer's service in compliance with the terms of this Tariff.

Relief from Liability

The Company shall be relieved of all liabilities, penalties, charges, payments and claims and losses of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular Customer to the extent that such failure results from the curtailment/implementation of the priority of service plan or curtailment procedures herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel burning equipment that may be needed.