

Exhibit A



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 1
Original Sheet No. 1.1

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Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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Gas Rate Schedule – SDPUC Volume No. 3**

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PRELIMINARY STATEMENT

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PRELIMINARY STATEMENT

*Designates Region Office

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

Butte
Edmunds
Harding
Hughes

Lawrence
Meade
Pennington
Potter

Stanley
Sully
Walworth

Bismarck Region

Agar
Bowdle
Ft. Pierre
Gettysburg

Glenham
Ipswich
Mobridge
Onida

Pierre
Roscoe
Selby

Rapid City Region

Belle Fourche
Black Hawk
Box Elder
Camp Crook
Central City

Deadwood
Lead
Piedmont
Pluma
*Rapid City

St. Onge
Spearfish
Sturgis
Terraville
Whitewood

Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



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PRELIMINARY STATEMENT

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TYPES AND CLASSES OF SERVICES

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

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

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

Date Filed: August 15, 2023

Effective Date: Service rendered on and
after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



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RATE SUMMARY SHEET

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Rate Schedule	Sheet No.	Basic Service Charge	Distribution		PGA Items			Total Rate/ Dk	
			Delivery Charge	CTA	COG	Surcharge	Total COG		
Residential Rate 60	2	\$0.32 per day	\$2.532	\$0.014	\$4.562	(\$0.494)	\$4.068	\$6.614	
Firm General Service Rate 70	11	Meters rated < 500 cubic feet	\$0.73 per day	\$1.148	\$0.014	\$4.562	(\$0.494)	\$4.068	\$5.230
Meters rated > 500 cubic feet		\$1.86 per day	\$1.749	\$0.014	\$4.562	(\$0.494)	\$4.068	\$5.831	
Small Interruptible Gas Rate 71	12	\$210.00 per month							
Maximum			\$0.380		\$2.727	(\$0.244)	\$2.483	\$2.863	
Minimum			\$0.047		\$2.727	(\$0.244)	\$2.483	\$2.530	
Optional Seasonal Gas Service Rate 72	13	Meters rated < 500 cubic feet	\$0.73 per day	\$1.148	\$0.014	\$2.624	(\$0.494)	\$2.130	\$3.292
Meters rated > 500 cubic feet		\$1.86 per day	\$1.749	\$0.014	\$2.624	(\$0.494)	\$2.130	\$3.893	
Firm General Contracted Demand Service Rate 74	15	Meters rated < 500 cubic feet	\$0.73 per day						
Meters rated > 500 cubic feet		\$1.86 per day							
Distribution Demand Charge			\$8.000						
Cost of Gas									
Capacity Charge									
Transportation Service	22	Small Interruptible Rate 81	\$210.00 per month						
Maximum			\$0.380				\$0.380		
Minimum			\$0.047				\$0.047		
Large Interruptible Rate 82		\$370.00 per month							
Maximum		\$0.297				\$0.297			
Minimum		\$0.036				\$0.036			
Large Interruptible Gas Rate 85	26	\$370.00 per month							
Maximum			\$0.297		\$2.727	(\$0.244)	\$2.483	\$2.780	
Minimum			\$0.036		\$2.727	(\$0.244)	\$2.483	\$2.519	

Date Filed: July 26, 2024

Effective Date: Service rendered on and after
September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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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:	\$0.32 per day	I
Distribution Delivery Charge:	\$2.532 per dk	I
Cost of Gas:	Determined Monthly – See Rate Summary Sheet for Current Rate	

Minimum Bill:

Basic Service Charge.

D

Payment:

Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.12, or any amendments or alterations thereto.

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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.

Date Filed: July 26, 2024

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Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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RESIDENTIAL GAS SERVICE Rate 60

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General Terms and Conditions:

RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 3
Original Sheet No. 11

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: \$0.73 per day
Distribution Delivery Charge: \$1.148 per dk

For customers with meters rated over 500 cubic feet per hour
Basic Service Charge: \$1.86 per day
Distribution Delivery Charge: \$1.749 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.12, 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.

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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FIRM GENERAL GAS SERVICE Rate 70

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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.

General Terms and Conditions:

RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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**State of South Dakota
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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:	\$210.00 per month		I
Distribution Delivery Charge:	<u>Maximum</u> \$0.380 per dk	<u>Minimum</u> \$0.047 per dk	L IL
Cost of Gas:	Determined Monthly – See Rate Summary Sheet for Current Rate		D

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.12, or any amendments or alterations thereto.

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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. 3**

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SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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General Terms and Conditions:

1. **PRIORITY OF SERVICE** - Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rates, and the Company shall have the right to interrupt deliveries to customers under this schedule without being required to give previous notice of intention to so interrupt whenever, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference. The priority of service and allocation of capacity shall be accomplished in accordance with the Provisions of Rate 100, §V.10.
2. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** - If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any penalty payments or overrun charges the Company is required to make to its interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. **AGREEMENT** - Upon request of the Company, customer may be required to enter into an agreement for service hereunder. If mutually agreed to by the Company and customer, the term of service reflected in such agreement may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under another appropriate rate schedule for the customer's operations.
4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** - Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.

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Gas Rate Schedule – SDPUC Volume No. 3**

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SMALL INTERRUPTIBLE GENERAL GAS SERVICE Rate 71

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- 5. METERING REQUIREMENTS –
 - a. Remote data acquisition equipment (telemetry equipment) required by the Company for a single customer installation for daily measurement will be purchased and installed by the Company prior to the initiation of service hereunder.
 - b. Customers may be required, upon consultation with the Company, to contribute towards additional metering equipment necessary for daily measurement by the Company, depending on the location of the customer to the Company’s network facilities. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the Customer’s responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.
 - c. Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement.
- 6. RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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Docket No.:	NG23-014		



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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:	\$0.73 per day	
Distribution Delivery Charge:	\$1.148 per dk	

For customers with meters rated over 500 cubic feet per hour		
Basic Service Charge:	\$1.86 per day	
Distribution Delivery Charge:	\$1.749 per dk	

Cost of Gas:		
Winter – Service rendered October 1 through May 31	Determined Monthly – See Rate Summary Sheet for Current Rate	
Summer – Service rendered June 1 through September 30	Determined Monthly – See Rate Summary Sheet for Current Rate	D

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.12, or any amendments or alterations thereto. T

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.

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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OPTIONAL SEASONAL GENERAL GAS SERVICE Rate 72

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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.

General Terms and Conditions:

1. TERM - The customer agrees to contract for service under the Optional Seasonal General Gas Service Rate 72 for a minimum of one year.
2. RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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400 N 4th Street
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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**State of South Dakota
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FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

Page 1 of 2

Availability:

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

Rate:

Basic Service Charge:

For customers with meters rated under 500 cubic feet per hour \$0.73 per day
For customers with meters rated over 500 cubic feet per hour \$1.86 per day

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

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

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

Minimum Bill:

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

Payment:

Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.12, or any amendments or alterations thereto.

Determination of Monthly Billing Demand:

Customer’s billing demand will be determined in consultation with the Company. Customer’s actual demand will be reviewed annually and, if warranted, a new monthly billing demand established.

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No. NG23-014

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FIRM GENERAL CONTRACTED DEMAND SERVICE Rate 74

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Cost of Gas:

The cost of gas includes all applicable cost of gas items as defined in 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.

Metering Requirements:

1. Service provided for under tariff must be separately metered from customer's other gas services.
2. Remote data acquisition equipment (telemetering equipment) may be required by the Company for a single customer installation for daily measurement.
3. Customer may be required, upon consultation with the Company, to contribute towards any additional metering equipment necessary for daily measurement by the Company, depending on the location of the customer to the Company's network facilities. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the Customer's responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.
4. Consultation between the customer and the Company regarding telemetering requirements shall occur prior to meter installation.

General Terms and Conditions:

1. Customers with standby gas generators required to take service under this schedule are not required to execute a contract. Other customers choosing to take service under this schedule will be required to execute a contract applicable for a minimum period of one year.
2. The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations therefore or additional rules and regulations promulgated by the Company under the laws of the state.

Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No. NG23-014

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Reserved for Future Use

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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TRANSPORTATION SERVICE Rates 81 and 82

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Availability:

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

The transportation services are as follows:

Small Interruptible General Gas Transportation Service Rate 81:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed an input rate of 2,500,000 Btu per hour, metered at a single delivery point whose average use of natural gas will not exceed 40,000 dk annually, and who, absent the request for transportation service, are eligible for natural gas service, on an interruptible basis, pursuant to Company's effective Small Interruptible General Gas Service Rate 71. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

Large Interruptible General Gas Transportation Service Rate 82:

Transportation service is available for all general gas service customers whose interruptible natural gas load will exceed an input rate of 2,500,000 Btu per hour, metered at a single delivery point, whose average use of natural gas will exceed 40,000 dk annually, and who, absent the request for transportation service, are eligible for natural gas service on an interruptible basis, pursuant to Company's effective Large Interruptible General Gas Service Rate 85. Customer's firm natural gas requirements must be separately metered or specified in a firm service agreement. Customer's firm load shall be treated and billed in accordance with the provisions of Firm General Gas Service Rate 70.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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TRANSPORTATION SERVICE Rates 81 and 82

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Rate:

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.)

Basic Service Charge:

Rate 81	\$210.00 per month 1/
Rate 82	\$370.00 per month 2/

	<u>Rate 81</u>	<u>Rate 82</u>
Maximum Rate per dk	\$0.380	\$0.297
Minimum Rate per dk	\$0.047	\$0.036

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

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

General Terms and Conditions:

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

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

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TRANSPORTATION SERVICE Rates 81 and 82

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

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Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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use of gas when requested to do so by the Company. The Company may install automatic shut-off or curtailment equipment, at the customer's expense, to regulate the amount of gas customer may use at the time of curtailment or interruption.

- 6. CUSTOMER USE OF NON-DELIVERED VOLUMES - In the event the customer's gas is not being delivered to the receipt point for any reason and the customer continues to take gas, the customer shall be subject to any applicable penalties or charges set forth in Paragraph 10.b. Gas volumes supplied by Company will be billed at charges applicable under Firm General Service Rate 70 (excluding the Basic Service Charge). The Company is under no obligation to notify customer of non-delivered volumes.
- 7. REPLACEMENT OR SUPPLEMENTAL SALES SERVICE - In the event customer's transportation volumes are not available for any reason, customer may take interruptible sales service if such service is available. The availability of interruptible sales service shall be determined at the sole discretion of the Company.
- 8. ELECTION OF SERVICE - Prior to the initiation of service hereunder, the customer shall make an election of its requirements under each applicable rate schedule for the entire term of service. If mutually agreed to by the Company and customer, the term of service may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under the appropriate sales rate schedule for the customer's operations.
- 9. RECONNECTION FEE - Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge as specified in Rate 100, §V.20.
- 10. DAILY IMBALANCE:
 - a. To the extent practicable, customer and Company agree to the daily balancing of volumes of gas received and delivered on a thermal basis. Such balancing is subject to the customer's request and the Company's discretion to vary scheduled receipts and deliveries within existing Company operating limitations.

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Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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- b. In the event that the deviation between scheduled daily volumes and actual daily volumes of gas used by customer causes the Company to incur any additional costs from interconnecting pipeline(s), customer shall be solely responsible for all such penalties, fines, fees or costs incurred. If more than one customer has caused the Company to incur these additional costs, all costs (excluding those associated with Company’s firm deliveries) will be prorated to each customer based on the customer’s over- or under-take as percentage of the total.
 - c. The Company may waive any penalty associated with Company adjustments to end-use customer nominations in those instances where the Company, due to operating limitations, is required to adjust end-use transportation customer nominations and such Company adjustments create a penalty situation, or preclude a customer from correcting an imbalance which results in a penalty.
11. MONTHLY IMBALANCE – The customer’s monthly imbalance is the difference between the amount of gas received by Company on customer’s behalf and the customer’s actually metered use. Monthly imbalances will not be carried forward to the next calendar month.
- a. Undertake Purchase Payment – If the monthly imbalance is due to more gas delivered on customer’s behalf than the actual volumes used, Company shall pay customer an Undertake Purchase Payment in accordance with the following schedule:

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

Where the Cash-out Mechanism is equal to the lesser of the Company’s WACOG or the Index Price, as defined in Paragraph 11(c).

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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- b. Overtake Charge – If the monthly imbalance is due to more gas actually used by the customer than volumes delivered on their behalf, customer shall pay Company an Overtake Charge in accordance with the following schedule:

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

Where the Cash-in Mechanism is equal to the greater of the Company’s WACOG or the Index Price, as defined in Paragraph 11(c).

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

12. METERING REQUIREMENTS:

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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- c. Consultation between the customer and the Company regarding telemetering requirements shall occur prior to execution of the required service agreement.

13. DAILY NOMINATION REQUIREMENTS:

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

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

15. FACILITY EXTENSIONS - If facilities are required in order to furnish gas transportation service, and those facilities are in addition to the facilities required to furnish firm gas service, the customer shall pay for those additional

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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facilities and their installation in accordance with the Company's applicable natural gas extension policy. Company may remove such facilities when service hereunder is terminated.

- 16. PAYMENT - Billed amounts will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100, §V.12, or any amendments or alterations thereto.
- 17. BILLING ERROR - In the event an error is discovered in any bill that the Company renders to customer, such error shall be adjusted within a period not to exceed 6 months from the date the billing error is first discovered.
- 18. AGREEMENT - Upon request of the Company, customer may be required to enter into an agreement for service hereunder.
- 19. RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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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 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:	\$370.00 per month		I
Distribution Delivery Charge:	<u>Maximum Rate</u> \$0.297 per dk	<u>Minimum Rate</u> \$0.036 per dk	I
Cost of Gas:	Determined Monthly – See Rate Summary Sheet for Current Rate		D

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.12, or any amendments or alterations thereto.

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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.

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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General Terms and Conditions:

1. **PRIORITY OF SERVICE** - Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm general gas service rates. Customers taking service hereunder agree that the Company without prior notice shall have the right to curtail or interrupt such service whenever, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of Rate 100, §V.10.
2. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** - If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any penalty payment(s) or overrun charges the Company is required to make to its interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. **AGREEMENT** - Upon request of the Company, customer may be required to enter into an agreement for service hereunder. If mutually agreed to by the Company and customer, the term of service reflected in such agreement may be amended. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under another appropriate rate schedule for the customer's operations.
4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amounts Company must pay to the interconnecting pipeline caused by customer's action.

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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LARGE INTERRUPTIBLE GENERAL GAS SERVICE Rate 85

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- 5. METERING REQUIREMENTS:
 - a. Remote data acquisition equipment (telemetry equipment) required by the Company for a single customer installation for daily measurement will be purchased and installed by the Company prior to the initiation of service hereunder.
 - b. Customers may be required, upon consultation with the Company, to contribute towards additional metering equipment necessary for daily measurement by the Company, depending on the location of the customer to the Company’s network facilities. Enhancements and/or modifications to these services may be required to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the Customer’s responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.
 - c. Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement.
- 6. RULES - The foregoing schedule is subject to Rates 100 through 140 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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**State of South Dakota
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DISTRIBUTION DELIVERY STABILIZATION MECHANISM – Rate 87

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APPLICABILITY:

This rate schedule represents a Distribution Delivery Stabilization Mechanism (DDSM) and specifies the procedure to be utilized to correct for the over/under collection of distribution delivery charge revenues due to weather fluctuations during the period from October 1 through April 30. Service provided under the Company’s Residential Rate 60 and Firm General Service Rate 70 shall be subject to decreases or increases under the DDSM.

DISTRIBUTION DELIVERY STABILIZATION MECHANISM:

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

DDSM ADJUSTMENT CALCULATION:

The DDSM Adjustment shall be determined for each customer taking service under Residential Rate 60 or Firm General Service Rate 70. In order to calculate the respective DDSM adjustment, the ratio of the normal HDDs as compared to the actual HDDs will be determined and multiplied by the temperature sensitive consumption per customer per HDD, as determined in the most recent general rate case. The resulting product shall be multiplied by the applicable Distribution Delivery Charge rate per dk.

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

Where:

- DDSM_i = Distribution Delivery Stabilization Adjustment
- i = Customer served under Rate Schedule 60 or 70
- R_i = Applicable Distribution Delivery Charge per dk
- DDF_i = Temperature sensitive use per customer
- NDD = Normal degree days for the applicable bill cycle
- ADD = Actual heating degree days for the applicable bill cycle

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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DISTRIBUTION DELIVERY STABILIZATION MECHANISM – Rate 87

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DEFINITIONS:

Heating Degree Days	-	The difference between the average of the daily high and low temperatures as reported by the National Weather Service station subtracted from 60 degrees Fahrenheit.
Normal Degree Days	-	The heating degree days based on the 30-year average for the period 1992-2021.
Temperature Sensitive Use per Customer	-	Customer's actual use less the base use per customer per day, denoted below, multiplied by days in the billing period. Residential Rate 60 = 0.03222 Dk per day Firm General (small) = 0.02463 Dk per day Firm General (large) = 1.05233 Dk per day
Actual Degree Days	-	The actual degree days reported by the National Weather Service Stations for applicable service areas in South Dakota.

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Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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PURCHASED GAS COST ADJUSTMENT Rate 88

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1. Applicability:

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

2. Effective Date and Limitation on Adjustments:

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

3. Purchased Gas Cost Adjustment:

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

Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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PURCHASED GAS COST ADJUSTMENT Rate 88

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

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

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

- (1) Demand costs shall be apportioned to all state jurisdictions served by Montana-Dakota on the basis of the overall ratio of each state's Maximum Daily Delivery Quantity (MDDQ).
- (2) Demand costs for interruptible sales customers shall be stated on a 100% load factor basis.
- (3) All commodity costs and other costs associated with the acquisition of gas for general system supply shall be apportioned to each state on the basis of total dks sold in each state, regardless of the actual points of delivery of such gas.
- (4) The return requirement related to prepaid demand and commodity charges and gas storage balances shall be included on a per dk basis. The prepaid demand and storage balances shall be apportioned to all states on the basis of each state's MDDQ. The prepaid commodity charges shall be apportioned to all states on the basis of annual dks sold in each state. The unit cost shall be calculated using a thirteen month average balance and the currently authorized return on rate base.
- (5) All costs related to specific end-use transactions shall not be included in the cost of gas supply determination but shall be directly billed to the customer(s) contracting for such service.

Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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PURCHASED GAS COST ADJUSTMENT Rate 88

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- (d) The PGA shall be applied to each of Montana-Dakota's rate schedules recognizing differences among customer classes consistent with the cost of gas supply included in the applicable class sales rate.

4. Surcharge Adjustment:

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

5. Unrecovered Purchase Gas Account:

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

- (1) Charges for gas supply which Montana-Dakota is unable to reflect in a Purchased Gas Cost Adjustment by reason of the 25 (twenty-five) cents minimum limitation set forth in Subsection 2(b). C
- (2) Amounts of increased/decreased charges for gas supplies which were paid during any period after the effective date of the most recent general rate case, but not yet included in sales rates.
- (3) Refunds received from supplier(s) with respect to gas supply. Such refunds received shall be credited to the Unrecovered Purchased Gas Cost Account.
- (4) Carrying charges or credits as determined in Section 5(b)(2).
- (5) Demand costs recovered from the firm general contracted demand and interruptible sales customers will be credited to the residential and firm general service customers. C

Date Filed: August 15, 2023
Issued By: Travis R. Jacobson
 Director - Regulatory Affairs
Docket No.: NG23-014

Effective Date: Service rendered on and after September 1, 2024



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- (b) (1) The amount to be included in the Unrecovered Purchased Gas Cost Account in order to reflect the items specified in Subsections 5(a)(1), (2), and (3) shall be calculated as follows:
- (i) Montana-Dakota shall first determine each month the unit cost for that month's natural gas supply as adjusted to levelize demand charges.

Such adjustment to levelize supplier(s) demand charges shall be calculated as follows:

The suppliers' annual (calendar or fiscal) demand charges, which are payable in equal monthly payments, shall be accumulated in a prepaid account (FERC Account 165). Each month a portion of such accumulated prepaid amount shall be amortized to cost of natural gas purchased (FERC Account 804). Such monthly amortization shall be based on a rate calculated by dividing the annual supplier(s) demand charges by projected annual natural gas sales units (calendar or fiscal, as appropriate). The resulting product shall then be multiplied by the projected natural gas unit sales for the current month. Such amount shall constitute the monthly amortization of prepaid supplier(s) demand charges to cost of natural gas supply.
 - (ii) Montana-Dakota shall then subtract from each month's unit cost the unit cost for gas supply which is reflected in the currently effective PGA.
 - (iii) The resulting difference (which may be positive or negative) shall be multiplied by the dks sold during that month under each rate schedule. The resulting amounts shall be reflected in an Unrecovered Purchased Gas Cost Account for each rate schedule.

Date Filed: August 15, 2023

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



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- (2) Montana-Dakota will calculate carrying charges on the amounts in the Unrecovered Purchased Gas Cost Account, Account 191, at the rate of interest for a three-month Treasury Bill as published monthly by the Federal Reserve Board for the preceding month. The amount to be included in Account 191 for carrying charges shall be determined as follows:

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

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

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

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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6. Grain Drying Margin Sharing Mechanism:

At the time of each surcharge adjustment, pursuant to Paragraph 4, the Company will compute a credit to Rates 60, 70, 72, and 74 based on 90 percent of the margin revenues collected from Grain Drying customers served under interruptible service rates as established in Docket No. NG12-008, including prior period over or under collected balances.

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7. Time and Manner of Filing:

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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CONSERVATION PROGRAM TRACKING MECHANISM Rate 90

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Applicability:

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

Conservation Program Tracker:

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

Conservation Tracking Adjustment: \$0.014

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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I. PURPOSE:

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

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

II. DEFINITIONS:

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

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

APPLICANT – A customer requesting Company to provide service.

COMMISSION – Public Utilities Commission of the State of South Dakota.

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

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

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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CUSTOMER – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by the Company at one location and at one point of delivery unless otherwise expressly provided in these rules or in a rate schedule.

DELIVERY POINT – The point at which customer assumes custody of the gas being transported. This point will normally be at the outlet of Company’s meter(s) located on customer’s premises.

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

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

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

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

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

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

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

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

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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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 and pursuant to Rate 100 § V.6.

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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.
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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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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.

- 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.
- 5. COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company’s property on their premises, and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.
- 6. INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with the Company’s meters or other property or permit same to be done by other than the Company’s authorized employees.
- 7. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits.
- 8. NOTIFICATION OF LEAKS – The customer shall immediately notify the Company at its office of any escape of gas in or about the customer’s premises.
- 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.

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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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.
- 11. QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting pipeline’s tariff.

IV. LIABILITY:

- 1. CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same 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.
 - a. In the event the Company needs to turn a customer’s gas meter on, and a customer’s equipment needs to be restarted, the customer may consent to, and accept responsibility for, the relighting of any pilot lights on equipment on customer’s side of the meter. If verbal consent of customer is given at the time of scheduling the gas meter turn on, Company personnel will turn gas meter on and inspect for gas use. If no gas use is detected at that time, the gas meter will be left on and the customer can relight any pilot lights on equipment on customer’s side of the meter at their convenience. If gas use is detected, Company personnel will turn gas meter off and advise customer to have their system checked. The Company will only turn the gas meter on after customer’s system has been checked and no gas use is detected.

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3. COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company’s structures, equipment, lines, or devices on the customer’s premises, except loss, injuries, death, or damages resulting from the negligence of the Company.
4. INDEMNIFICATION – Customer agrees to indemnify and hold the Company harmless from any and all injury, death, loss or damage resulting from customer’s negligent or wrongful acts under and during the term of service. The Company agrees to indemnify and hold customer harmless from any and all injury, death, loss or damage resulting from the Company’s negligent or wrongful acts under and during the term of service.
5. FORCE MAJEURE – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, then the obligations of the parties hereto, so far as they are affected by such force majeure, shall be 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

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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.

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

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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, 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.
 - 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.
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

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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 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.

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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.

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 to the Company, as required 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

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

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

12. 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.

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.

13. RETURNED CHECK CHARGE – A charge of \$40.00 will be collected by the Company for any check not honored by the customer's financial institution for any reason.

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14. MANUAL METER READING CHARGE– A monthly Manual Meter Reading Charge of \$26.05 per month will be assessed customer(s) who have requested, and received Company approval, to have their meter read manually each month in lieu of an AMR-equipped meter read. Customer(s) agree to contract for the manual reading of the meter for a minimum period of one year.

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15. TAX CLAUSE – In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount of any 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.

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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.

16. UTILITY CUSTOMER SERVICES:

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- a. The following services will be performed at no charge regardless of the time of performance:
 - 1. Fire and explosion calls.
 - 2. Investigate hazardous conditions on customer premises, such as gas leaks, odor complaints, and combustion gas fumes.
 - 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.
- 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. Investigating high bills or inadequate service complaints.
 - 3. Location of underground Company facilities for contractors, builders, plumbers, etc.

17. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS –

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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., local time, on a regular work day for a disconnection or reconnection of service that same day. For calls received after 12:00 p.m., local time, on a regular work day, customers will be advised that over time service rates will apply if service is

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

18. 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.

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

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20. 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:

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Residential -

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

Non-Residential -

The Basic Service Charge applicable during the period while service was not being used. However the reconnection charge applicable to seasonal 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 = 1,189 dk; and Small Interruptible = 3,618 dk), and a charge of \$30.00 will apply to all reconnections occurring during normal

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business hours. The \$30.00 reconnection charge will be based on standard overtime rates for reconnection of service occurring after normal business hours.

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

- 21. 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 \$30.00 before restoring gas service which has been disconnected for nonpayment of service bills during normal business hours. For calls received after 12:00 p.m. local time on a regular workday, customers will be advised that over time service rates will apply if service is required that day and the work cannot be completed during normal working hours. Service may be scheduled for a future workday to avoid overtime charges.

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

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- a. In the event of customer use of equipment in such a manner as to adversely affect the Company’s equipment or service to others.
- b. In the event of tampering with the equipment furnished and owned by the Company.
- c. For violation of, or noncompliance with, the Company’s rules on file with the Commission.

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- 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.

23. 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.

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- 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.

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- 8. Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.
- b. In the event that there has been unauthorized use of service, the customer shall be charged for:
 - 1. Time, material and transportation costs used in investigation.
 - 2. Estimated charge for non-metered gas.
 - 3. On-premise time to correct situation.
 - 4. Any damage to Company property.
 - 5. A minimum fee of \$30.00 will apply.

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

- 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 23.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.

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24. 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:

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<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	

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.

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

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26. BILLING ADJUSTMENTS - If a meter or billing error results from 1) an inaccurate meter, 2) an incorrect reading of the meter, 3) an incorrect application of a rate schedule, 4) an incorrect connection of the meter, 5) an application of an incorrect multiplier or constant or 6) other errors affecting a customer's bills:

N

a. Resulting in a customer being underbilled, the Company shall recalculate the bills and reissue corrected bills for service during the period of the error. If the error date cannot be determined with reasonable certainty, the charge shall be limited to twelve months from the date the error was discovered. In no event shall a residential customer be charged for a period exceeding one year.

b. Resulting in a customer being overbilled, the Company shall recalculate the bills and reissue corrected bills for service during the period of the error. If the error date cannot be determined with reasonable certainty, the refund shall be limited to twelve months from the date the error was discovered.

N

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27. SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:

Rate 119 - Interruptible Gas Service Extension Policy

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Rate 120 - Firm Gas Service Extension Policy

Rate 124 - Replacement, Relocation and Repair
of Gas Service Lines

T

Rate 134 - Rules and Policies for Implementing Master Metering
Restrictions

T

Rate 140 - Meter Data and Privacy Policy

VI. MISCELLANEOUS CHARGES

1. Service Charges

Amount or
Reference

a. Consumer deposit

Rate 100 §V.6.

b. Return check

\$40.00

c. Manual Meter Reading Charge

\$26.05

N

d. Minimum reconnect charge after
termination for nonpayment or other causes

- During normal business hours

\$30.00

- After normal business hours

standard overtime rates

e. Minimum reconnect charge applicable
to seasonal or temporary customers

- During normal business hours

Rate 100 §V.20

T

- After normal business hours

Rate 100 §V.20

T

f. Reconnection charge applicable to
transport customers when electronic
metering must be reinstalled

\$160.00

g. Special test of meter at customer's
written request (see Rate 100 §V.24.
as to when this charge is applicable)

T

- 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

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	h. Service request after normal business hours		Materials & Labor at standard overtime rates	
	i. Firm service main extension		Rate 120	
	j. Interruptible service main extension		Rate 119	
			Per Month	Approx. Annual Percent
2.	Late Payment Charges (on unpaid balance)		1%	12%
3.	Interest on Consumer Deposits		Rate 100 §V.6	

N

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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SUMMARY BILLING PLAN Rate 115

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Availability:

Under the Company's Summary Billing Plan, customers are provided an optional billing arrangement under which a customer's multiple premises may be consolidated into one billing statement each month. This billing arrangement is available in all communities served by the Company for customers who voluntarily agree to participate in the Summary Billing Plan and who continue to meet the availability and terms and conditions of the plan.

The Company may limit the number of premises participating in the plan and exclude services based on rate and/or customer class or credit standing with the Company. Seasonal, short-term, or temporary customers will not be allowed to enroll. Participation in other optional programs such as Balanced Billing may also limit a customer's ability to participate in this billing arrangement. This is not an all-inclusive list of exclusions and service enrollment is at the Company's sole discretion.

General Terms and Conditions:

1. A customer requesting Summary Billing must provide 45 days advanced notice of their request to enroll.
2. Customer agrees to contract for Summary Billing for a minimum of one year.
3. Each service enrolled in the Summary Billing Plan shall be billed at the otherwise applicable rate schedule.
4. The Company, at its sole discretion, will select the bill date for an enrolled customer's Summary Bill.
5. Enrolled customers need only make one payment each month covering the total amount due for all services included in the Summary Bill.
6. Payment policies remain in effect for each customer participating in the plan. Any determination of delinquencies will be based on the bill date of the Summary Bill.
 - a. If a customer participating in the Summary Billing Plan falls into arrears, the Company, at its sole discretion, may discontinue this optional billing arrangement and revert the services into separate billing statements.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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- 7. Either the customer or the Company may cancel a customer’s Summary Billing Plan with a 45-day advanced notice of cancellation. Upon cancellation of the plan, a customer’s services will revert into separate billing statements.
 - a. Upon cancellation of a Summary Billing Plan, the customer may not request the establishment of a new Summary Billing Plan for at least one year after cancellation.

- 8. The Company will not be liable for any customer costs which may result from any refusals, delays or failures resulting from requests for, or changes to, a customer’s Summary Billing Plan.

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119

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

1. Contribution
 - a. Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, tap setting and associated equipment, barricade, service line(s), regulators, meters (excluding remote data acquisition equipment), any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for federal and state income taxes.
 - b. The contribution shall be made by:
 - i. A one-time payment prior to construction or,
 - ii. The customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the total contribution required prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or written guarantee commitment, shall be effective for a five-year period commencing at the plant in service date, and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists for the subject project, the surety or guarantor shall pay the Company for such contribution requirement, or
 - iii. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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INTERRUPTIBLE GAS SERVICE EXTENSION POLICY Rate 119

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- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
 - d. Remote data acquisition equipment costs shall be subject to the terms and conditions specified in Transportation Service Rates 81 and 82.
2. Refund
- a. If within the five-year period from the extension(s) in service date, the total of the customer's contribution and actual margin paid to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, Company shall refund the amount exceeding the revenue requirement on the following basis:
 - i. Annually, beginning at the 2nd anniversary of the extension(s) in service date, the Company will refund to the customer, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
 - ii. Customers who have posted a bond, letter of credit, or a written guarantee commitment will be notified of any reduction in surety or guarantee requirements based on the above calculation.
 - iii. No refunds will be made for amounts less than \$25.00.
 - b. Interest will be calculated annually by the Company on any refund amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.
 - c. No refund shall be made by the Company after the five-year refund period has expired, and in no case shall the refund, excluding interest, exceed the amount of contribution made by the customer.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director -Regulatory Affairs		
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FIRM GAS SERVICE EXTENSION POLICY Rate 120

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

A. General Rules and Regulations Applicable to all Firm Service Extensions

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

Maximum Allowable Investment (MAI) =

$$\frac{[\text{Annual Basic Service Charge} + (\text{Project's Estimated 3}^{\text{rd}} \text{ Year Annual Dk} \times \text{Distribution Delivery or Demand Charge})]}{\text{Levelized Annual Revenue Requirement Factor (LARR)}}$$

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4. Cost of the extension shall include, if applicable, the gas main extension(s), valves, tap setting and associated equipment, barricade, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.

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

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.
6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



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amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

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

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

B. Customer Extensions

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

1. Contribution -
 - a. When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
 - b. The contribution shall be made by:
 - i. A one-time payment prior to construction, or
 - ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
 - iii. Customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or written guarantee commitment, shall be effective for the original five-year

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement, or

- iv. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- d. If within the five-year period from the extension(s) in service date, the number of active customers and related volume exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
- e. The recalculated contribution requirement shall be collected from the new applicant(s).

2. Refund -

- a. The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Customers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
- b. No refunds will be made until the new applicants begin taking service from the Company.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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- c. If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.
3. Incremental Expansion Surcharge -
- a. The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to groups of customers requesting service totaling 10 or more when the total estimated cost would otherwise have been prohibitive under the Company’s present rates and gas service extension policy. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with paragraph A.3.
 - i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
 - ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
 - iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement.
 - b. The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.
 - c. The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.
 - d. The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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C. Developer Extensions

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

1. Contribution -

- a. When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
- b. The contribution shall be made by:
 - i. A one-time payment prior to construction, or
 - ii. Developer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or a written guarantee commitment, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement, or
 - iii. Developer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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2. Refund -
 - a. If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
 - b. The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Developers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
 - c. If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
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**REPLACEMENT, RELOCATION
AND REPAIR OF GAS SERVICE LINES Rate 124**

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

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
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RULES AND POLICIES FOR IMPLEMENTING MASTER METERING RESTRICTIONS Rate 134

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Section 1. Definitions

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

Date Filed: August 15, 2023

Effective Date: Service rendered on and
after September 1, 2024

Issued By: Travis R. Jacobson
Director - Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

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RULES AND POLICIES FOR IMPLEMENTING MASTER METERING RESTRICTIONS Rate 134

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Section 2. Applicability

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

Section 3. Exceptions

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 3**

Section No. 5
Original Sheet No. 34.2

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

Page 3 of 4

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

Section 4. Remodeling and Renovation

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

Section 5. Owner or Operator Charge for Gas Service

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 5
Original Sheet No. 34.3

RULES AND POLICIES FOR IMPLEMENTING MASTER METERING RESTRICTIONS Rate 134

Page 4 of 4

Section 6. Variation

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

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

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 5
Original Sheet No. 35

METER DATA AND PRIVACY POLICY – Rate 140

Page 1 of 3

I. Meter Data and Privacy Policy:

The Company will comply with federal and state legislation and regulatory statutes, regulations and decisions, as applicable, concerning, the use, retention, and sharing of Meter Data.

The Company owns the Meter Data and will use such information in the provision and development of any of its services.

This tariff pertains to Meter Data that is maintained by the Company in the ordinary course of business, including the transporting by third parties of natural gas to customers served from the Company's distribution system.

II. Definitions:

The Company provides a definition of "Meter Data" and utilizes the privacy guidelines and definitions of the North American Energy Standards Board (NAESB) in support of this tariff. NAESB is a voluntary non-profit organization comprised of members from all aspects of the natural gas and electric industries.

Authorization: The result of a process by which the Customer provides informed written consent in a manner consistent with the applicable Governing Documents and any requirements of the applicable regulatory authority.

Governing Documents: Applicable law, regulatory documents (e.g., tariffs, rules and regulations), and Customer consent forms that determine the interactions among parties.

Meter Data: Information that is gathered and managed by the Company that enables it to provide services to Customers. This includes data that can be collected from a standard energy service meter, a digital meter with two-way communications capabilities, analysis that is created by the Company from a combination of various data types, and general Customer contact and service information.

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 3**

Section No. 5
Original Sheet No. 35.1

METER DATA AND PRIVACY POLICY – Rate 140

Page 2 of 3

Third Party: An entity, that is permitted to receive Meter Data in accordance with applicable law, regulation, the Governing Documents and any requirements of the applicable regulatory authority, other than, the Company and its contracted agents, the applicable regulatory authority, Independent System Operators or other regional entities, which seeks or is provided Meter Data, including any entity under contract with the Third Party to perform the services or provide Meter Data, including any entity under contract with the Third Party to perform the services or provide the products as described in the Customer’s Authorization.

III. Meter Data Collection:

This tariff pertains to Meter Data that is maintained by the Company in the ordinary course of business.

IV. Meter Data Protection and Security:

Meter Data is kept confidential absent Customer written Authorization for its release to a Third Party. The Company shall terminate, within a reasonable period of time, a Third Party’s right to access future Meter Data for a Customer when: (i) the Customer withdraws its Authorization using the method provided by the Company, (ii) the Customer’s Authorization has reached the end of the specified period, (iii) a Customer’s service associated with a premise is terminated, or (iv) as required by Governing Documents.

The Company may release Meter Data, without Customer consent, as required by law enforcement agencies with a warrant or subpoena, social service agencies, actions involving civil litigation, or regulatory agency orders, rules, or regulations and exceptions permitted by federal or state statutes or laws.

The Company may release aggregated and/or anonymized data for multiple customers to third parties, with a qualifying business purpose, when requested. No identifiable customer information will be provided and the Company will provide the data aggregated to a level the Company determines to ensure customer anonymity and to prevent re-identification of the customer information by the data recipient.

The Company will only provide customer identifiers in the file upon receiving each customer’s written authorization and upon verification of accuracy by the Company.

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Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 5
Original Sheet No. 35.2

METER DATA AND PRIVACY POLICY – Rate 140

Page 3 of 3

V. **Meter Data Access and Sharing:**

The Company will provide Meter Data to the Customer of record upon request and to Company affiliates, contractors, or agents subject to the applicable federal and state law. The Company will require any affiliate and the affiliate's employees, agents and contractors having access to the Meter Data subject to this tariff to treat such data in the same manner as required of the Company under its Sensitive Information Policy Statement. The Company will provide Meter Data to a Customer's Third Party designee upon receiving a Customer's written Authorization and upon verification of accuracy by the Company.

VI. **Meter Data Retention:**

The Company stores and maintains Meter Data for a reasonable period in its ordinary course of business. The Company will make and retain, for a reasonable period of time, records related to disclosures of Meter Data to Third Parties.

VII. **Meter Data Breach Notification:**

The Company will use reasonable efforts and commercially practicable methods to notify affected Customers of a breach of this policy. The Company will restore the integrity of the system and Meter Data to the extent, and as soon as, reasonably practicable.

VIII. **Hold Harmless:**

Once the Company has disclosed Meter Data in accordance with this tariff, federal or state law, applicable Governing Documents or requirements of a regulatory authority, the Company is not responsible or liable in any way whatsoever after the disclosure of that information, including but not limited to, the security of such information, the use or misuse of such information or the subsequent disclosure by the recipient or other parties.

IX. **Questions or Complaints:**

Questions or complaints about the implementation or enforcement of this tariff may be directed to:

Regulatory Affairs Department
Montana-Dakota Utilities Co.
400 North 4th Street
Bismarck, ND 58501
Telephone: 1-800-638-3278
Website: www.montana-dakota.com

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 1

PAST DUE REMINDER LETTER

Page 1 of 1

PAGE 1 of 1



SERVICE FOR
ANY CUSTOMER

123 MAIN ST
ANY TOWN, SD 12345-6789

www.montana-dakota.com

ACCOUNT NUMBER
123 456 7890 1

NOTICE DATE AMOUNT DUE
December 15, 2022 \$63.06

▶▶▶ REMINDER ◀◀◀

Your account is past due.

Dear ANY CUSTOMER,

We value your business. It is our desire to meet your energy needs today and well into the future. To continue to serve you best, please review your account balance. This is a friendly reminder that your payment was due on November 28, 2022.

We understand life gets hectic and other responsibilities may take priority. We are here to help. Please use one of the payment options listed to the right, and if needed, call us for assistance in paying your bill. Montana-Dakota Utilities Co. offers many options for financial assistance.

Customer Service
1-800-638-3278
Mon-Fri
7:30 a.m - 6:30 p.m.

Enroll in AutoPay and never miss a payment again. You can enroll once your account is current by logging in to your online account.

Emergency calls are accepted 24/7 by calling 1-800-638-3278.

Disregard this notice if payment has been made. Thank you.

Payment Options:

Online: Go to www.montana-dakota.com and use our free Online Account Services to make payments 24/7.

Phone: To make a debit, credit card or check-by-phone payment, call 1-866-263-5185. *A fee for each transaction will apply.*

Payment Locations: Pay by cash, check or money order at one of our payment locations. Nearest locations can be found at www.montana-dakota.com.

Please note, payments are not accepted at our local offices.

Mail: Montana-Dakota Utilities Co.
PO Box 5600
Bismarck, ND 58506-5600



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$63.06

Please enter amount enclosed

\$

Write account number on check and make payable to CNG Corp.

ANY CUSTOMER
123 MAIN ST
ANYTOWN, SD 12345-6789



PO Box 5600
Bismarck, ND 58506-5600

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Date Filed: July 26, 2024 **Effective Date:** Service rendered on and after September 1, 2024
Issued By: Travis R. Jacobson
Director – Regulatory Affairs
Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 2

FIRST REMINDER NOTICE (CLOSED ACCOUNT)

Page 1 of 1

PAGE 1 of 1



SERVICE FOR
ANY CUSTOMER
123 MAIN ST
ANY TOWN, SD 12345-6789
www.montana-dakota.com

ACCOUNT NUMBER
123 456 7890 1
NOTICE DATE
April 13, 2023
AMOUNT DUE
\$303.48

▶▶▶ REMINDER NOTICE ◀◀◀

REMINDER OF AN UNPAID BALANCE ON YOUR CLOSED ACCOUNT

We appreciate having had the opportunity to serve you. This is a reminder that there is still a balance owing on the recently closed account for the address shown.

If you have already made the payment, please disregard this notice.

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

	Service Address	Past Due	Account Balance
Utility	123 MAIN ST	\$303.48	\$303.48

Payment Options:

By Phone: To make a debit, credit card or check-by-phone payment, call our customer service number and follow the prompts to be connected with our independent service provider. A fee for each transaction will apply.

Payment Locations: Pay by cash, check or money order at one of our payment locations. Call our customer service number or visit www.montana-dakota.com to find the nearest location.

Online: Go to www.montana-dakota.com and use our free Online Account Services to make payments 24/7.

Mail: Montana-Dakota Utilities Co.
PO Box 5600
Bismarck, ND 58506-5600

Direct Inquiries To:

Montana-Dakota Utilities Co.
1-800-638-3278
7:30 a.m. - 6:30 p.m. Mon-Fri



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$303.48

Please enter amount enclosed

PQ Box 5600
Bismarck, ND 58506-5600

\$

Write account number on check and make payable to MDU.

ANY CUSTOMER
123 MAIN ST
ANY TOWN, SD 12345-6789



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Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 3

FINAL NOTICE (CLOSED ACCOUNT)

Page 1 of 1

PAGE 1 of 1



SERVICE FOR
ANY CUSTOMER
123 MAIN ST
ANY TOWN, SD 12345-6789
www.montana-dakota.com

ACCOUNT NUMBER
123 456 7890 1
NOTICE DATE
May 1, 2023
AMOUNT DUE
\$303.48

▶▶▶ FINAL NOTICE ◀◀◀

YOUR ACCOUNT MAY BE ASSIGNED TO A COLLECTION AGENCY!

Due to your failure to pay the final bill or respond to our previous notices for the account referenced above, we are preparing to assign this to our collection agency.

You can still prevent this action by making a payment or contacting us at the number listed, to make acceptable payment arrangements,
within ten days from the date of this notice.

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

	Service Address	Past Due	Account Balance
Utility	123 MAIN ST	\$303.48	\$303.48

Payment Options:

By Phone: To make a debit, credit card or check-by-phone payment, call our customer service number and follow the prompts to be connected with our independent service provider. A fee for each transaction will apply.

Payment Locations: Pay by cash, check or money order at one of our payment locations. Call our customer service number or visit www.montana-dakota.com to find the nearest location.

Online: Go to www.montana-dakota.com and use our free Online Account Services to make payments 24/7.

Mail: Montana-Dakota Utilities Co.
PO Box 5600
Bismarck, ND 58506-5600

Direct Inquiries To:

Montana-Dakota Utilities Co.
1-800-638-3278
7:30 a.m - 6:30 p.m. Mon-Fri



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$303.48

PO Box 5600
Bismarck, ND 58506-5600

Please enter amount enclosed



Write account number on check and make payable to MDU.

ANY CUSTOMER
123 MAIN ST
ANY TOWN, SD 12345-6789



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Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 4

DISCONNECTION NOTICE

Page 1 of 1



SERVICE FOR
ANY CUSTOMER

123 MAIN ST
ANYTOWN, SD 12345-6789
www.montana-dakota.com

ACCOUNT NUMBER
123 456 7890 1

NOTICE DATE
April 17, 2023

PAGE 1 of 1
MUST BE PAID BY
May 2, 2023

AMOUNT DUE
\$371.48

▶▶▶ DISCONNECT NOTICE ◀◀◀

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

Your account is now past due. Payment of your past due balance or satisfactory arrangements must be received by

May 2, 2023

or your service may be disconnected without further notice. 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	123 MAIN ST	\$371.48	\$428.97

Payment Options:

By Phone: To make a debit, credit card or check-by-phone payment, call our customer service number and follow the prompts to be connected with our independent service provider. A fee for each transaction will apply.

Payment Locations: Pay by cash, check or money order at one of our payment locations. Call our customer service number or visit www.montana-dakota.com to find the nearest location.

Online: Go to www.montana-dakota.com and use our free Online Account Services to make payments 24/7.

Mail: Montana-Dakota Utilities Co.
PO Box 5600
Bismarck, ND 58506-5600

Direct Inquiries To:

Montana-Dakota Utilities Co.
1-800-638-3278
7:30 a.m - 6:30 p.m. Mon-Fri

If, after contacting Montana-Dakota Utilities Co. you have unresolved questions regarding this notice, the South Dakota Public Utilities Commission staff is available at 1-800-332-1782 or mail to 500 E Capitol Ave Pierre, SD 57501-5070.



ACCOUNT NUMBER
324 222 1873 8

AMOUNT DUE
\$371.48

PO Box 5600
Bismarck, ND 58506-5600

Please enter amount enclosed

\$

Write account number on check and make payable to MDU.

ANY CUSTOMER
123 MAIN ST
ANYTOWN, SD 12345-6789



709

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 5

FINAL NOTICE – WINTER LETTER

Page 1 of 1



SERVICE FOR
ANY CUSTOMER
123 MAIN ST
ANYTOWN, SD 12345-6789
www.montana-dakota.com

PAGE 1 of 1
ACCOUNT NUMBER
123 456 7890 1
NOTICE DATE
January 23, 2023
MUST BE PAID BY
March 2, 2023
AMOUNT DUE
\$130.03

▶▶▶ 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 **March 2, 2023.**

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 1-800-638-3278

Utility	Service Address	Past Due	Account Balance
	123 MAIN ST	\$130.03	\$216.03

Payment Options:

By Phone: To make a debit, credit card or check-by-phone payment, call our customer service number and follow the prompts to be connected with our independent service provider. A fee for each transaction will apply.

Payment Locations: Pay by cash, check or money order at one of our payment locations. Call our customer service number or visit www.montana-dakota.com to find the nearest location.

Online: Go to www.montana-dakota.com and use our free Online Account Services to make payments 24/7.

Mail: Montana-Dakota Utilities Co.
PO Box 5600
Bismarck, ND 58506-5600

Direct Inquiries To:

Montana-Dakota Utilities Co.
1-800-638-3278
7:30 a.m - 6:30 p.m. Mon-Fri

If, after contacting Montana-Dakota Utilities Co. you have unresolved questions regarding this notice, the South Dakota Public Utilities Commission staff is available at 1-800-332-1782 or mail to 500 E Capitol Ave Pierre, SD 57501-5070.



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$130.03

PO Box 5600
Bismarck, ND 58506-5600

Please enter amount enclosed

\$

Write account number on check and make payable to MDU.

ANY CUSTOMER
123 MAIN ST
ANY TOWN, SD 12345-6798



779

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 6

STANDARD CUSTOMER BILL

Page 1 of 2



SERVICE FOR
ANY CUSTOMER
SECOND CUSTOMER
3123 N MAIN ST
ANY TOWN, SD 12345-6789

ACCOUNT NUMBER
123 456 7890 1
DATE DUE
May 16, 2023
BILL DATE
Apr 24, 2023
AMOUNT DUE
\$189.71

PAGE 1 of 2

www.montana-dakota.com

ACCOUNT SUMMARY

Previous Balance	\$263.13
Payment Received 4/21/2023 Thank you	-263.13
Current Gas Charges	75.32
Current Electric Charges	114.39
Amount Due on 5/16/23	\$189.71

Any balance remaining after the due date is subject to a late payment charge of 1.0% per month.

CUSTOMER SERVICE & EMERGENCY SERVICE

1-800-638-3278

Emergencies: 24 hours a day
Non-emergencies: Mon-Fri, 7:30 a.m - 6:30 p.m.

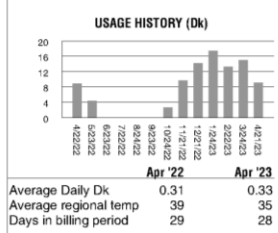
Email: customerservice@mdu.com
Mail: Montana-Dakota Utilities Co.,
Attn: Customer Service, PO Box 7608, Boise, ID 83707-1608. Please include your account number.

CALL BEFORE YOU DIG 811



Gas Charges

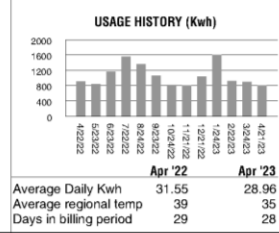
BILLING PERIOD 3/25/23 - 4/21/23
DAYS 28
METER NUMBER 012776152
METER READ DATE 4/21/23
Next scheduled read 5/23/23
RATE 60 - Residential Gas



CURRENT READING	PREVIOUS READING	DIFFERENCE	THERM FACTOR	DK USED
952.5	943.8	= 8.7	x 1.057495	= 9.2
Basic Service Charge 28 Days x \$0.30 8.40				
Distribution Delivery 9.2 Dk x \$1.836 16.89				
Cost of Gas 2.3 Dk x \$6.43 14.79				
Cost of Gas 6.9 Dk x \$5.19 35.81				
CTA 2.3 Dk x \$0.025 0.06				
CTA 6.9 Dk x \$0.015 0.10				
DDSM -2.9 Dk x \$1.836 -5.32				
State Tax 4.5% x \$70.73 3.18				
City Tax 2% x \$70.73 1.41				
Total Charges				\$75.32

Electric Charges

BILLING PERIOD 3/25/23 - 4/21/23
DAYS 28
METER NUMBER 011416009
METER READ DATE 4/21/23
Next scheduled read 5/23/23
RATE 10 - Residential Electric





Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 6.1

STANDARD CUSTOMER BILL

Page 2 of 2

Page 2



Customer Service: 800-638-3278 • Monday-Friday • 7:30 a.m - 6:30 p.m.
Call volume is generally higher on Mondays, for faster service please call Tuesday-Friday.
www.montana-dakota.com 09/2022

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.

AutoPay: Automatically pay your bill each month by having Montana-Dakota Utilities withdraw your payment from your financial institution on your bill's due date, which is shown on your bill stub. Enroll electronically by logging into your account online and completing the online form.

Speedpay®: Pay your bill by phone or online 24/7 through this independent service provider. Use a credit card, debit card, or electronic check. To use Speedpay® by phone, call 866-263-5185 and follow the prompts. To pay online, visit the Speedpay® website. Be sure to have your account number ready when using this service. 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 along with your bill stub 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. If interested, sign up through your account using Online Account Services at www.montana-dakota.com or contact Customer Service at 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 800-638-3278 and let us know that payment has been made.

Billing Terms and Definitions

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

Basic Service Charge: 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 providing natural gas service. The cost of gas is strictly a pass-through to customers, is subject to change on a monthly basis, and does not provide Montana-Dakota with a profit.

CTA – 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 over- 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.

Dk – Dekatherms: The Dk 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 Dk 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 at Montana-Dakota's generating stations. The Environmental Cost Adjustment is subject to change on an annual basis.

Fuel and Purchased Power: This 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 a monthly basis.

Tax Tracking Adj: A charge to reflect changes in Montana-Dakota's Montana state and local taxes, such as property taxes, including a true-up of taxes recovered to actual taxes paid.

Generation Rider: A charge per Kwh or Kw for certain investments in electric power generation necessary to meet the requirements of Montana-Dakota's electric service customers. The Generation Rider is subject to change on an annual basis.

Kw – Kilowatt: The Kw billed is the peak demand (or maximum 15-minute measured demand) for electricity during the billing period or the minimum Kw 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.

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

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

Renewable Resource Adj /Infrastructure Rider: A charge per Kwh for certain investments in renewable generation. The Renewable Resource Adj/Infrastructure Rider 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 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 natural gas measured by the meter for the heat content and atmospheric pressure of the gas delivered to a customer's premise. 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 conservation and low-income programs.

Important Customer Information

If you have questions regarding your bill or service, please call Montana-Dakota Customer Service FIRST at 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:

- MT PSC: 800-646-6150 or write to P.O. Box 202601, Helena, MT 59620-2601
- ND PSC: 701-328-2400 or write to 600 E. Boulevard, Bismarck, ND 58505-0480
- SD PUC: 605-773-3201 or write to 500 E. Capitol Ave, Pierre, SD 57501-5070
- WY PSC: 888-570-9905 or write to 2515 Warren Ave., Suite 300, 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 transaction. 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 we 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: _____

Home Phone: (____) _____ Cell Phone: (____) _____

Email: _____

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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CUSTOMER REFERENCE GUIDE

Page 1 of 1

CUSTOMER REFERENCE GUIDE

Use this link for the [Customer Reference Guide](#)

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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ADDITIONAL INFORMATION TO CUSTOMERS

Page 1 of 1

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.

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

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

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

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

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

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

If disconnection of utility services will aggravate an existing medical emergency of the customer, a member of his family or other permanent resident of the premise, Montana-Dakota will postpone disconnection of services

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, 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.

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. You can also visit www.montana-dakota.com or www.puc.sd.gov. Your billing, payment and deposit records are also available to you for inspection. Montana-Dakota will furnish additional information as you may reasonably request.



20490(12-18)
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Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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THIRD PARTY NOTICE

Page 1 of 1

WHAT IS THE

THIRD PARTY NOTICE PROGRAM?

Montana-Dakota Utilities Co. (MDU) has a program available called "Third Party Notice." This program is designed to help customers, especially the elderly or infirm or those with language or reading problems, when there is a risk of losing utility service due to nonpayment of past-due bills. The program is voluntary and completion of this form is not required to establish or continue utility service with Montana-Dakota Utilities Co.

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. These notices include specific customer information such as, customer name, account number, past due and current balances owing on the account.

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 1-800-638-3278 or write to MDU at PO Box 5603, Bismarck, ND 58506-5603.



REQUEST FOR A THIRD PARTY NOTIFICATION

*(To be valid for one year only and annual renewal is required.
Please print as you fill out the form.)*

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

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 *(list one name only, please):*

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Montana-Dakota Utilities Co. will make every effort to send a copy of the Notice of Proposed Disconnection to the party specified. These notices include specific customer information such as, customer name, account number, past due and current balances owing on the account. 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.

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
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FINAL NOTICE PRIOR TO DISCONNECT DOOR TAG

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FINAL NOTICE PRIOR TO DISCONNECTION

OUR MDU REPRESENTATIVE WAS HERE at: _____ a.m. / p.m.

YOUR SERVICE ACCOUNT IS SERIOUSLY PAST DUE!
CONSIDER THIS YOUR **FINAL NOTICE** AND THAT YOUR NATURAL
GAS SERVICE WILL BE DISCONNECTED UNLESS PAYMENT OF

\$ _____ IS PRESENTED TO MONTANA-DAKOTA
UTILITIES CO. BY **5:00 P.M.** ON _____

LAST PAYMENT DATE: _____

– FOR SECURITY PURPOSES, MDU EMPLOYEES ARE UNABLE TO ACCEPT CASH PAYMENT –
(See reverse side for payment options prior to date listed above.)

• **1-800-MDU-FAST (1-800-638-3278)** •

You have the right to appeal to the South Dakota P.U.C.
Capitol Building, Pierre, SD.

20177-SD(7-17) (Rev. 5-18)



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Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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400 N 4th Street
Bismarck, ND 58501

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SERVICE DISCONNECTED DOOR TAG

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NOTICE
**Your Gas and/or Electric Service Was
DISCONTINUED**

On _____, 20 _____, your gas and/or electric service was discontinued because of your failure to pay your past due account.

In order to have your gas and/or electric service restored, please call:

1-800-MDU-FAST (1-800-638-3278).

20171-SD(7-17)
(Rev. 12/18)



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Date Filed: July 26, 2024 **Effective Date:** Service rendered on and after September 1, 2024
Issued By: Travis R. Jacobson
Director – Regulatory Affairs
Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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CONTINUOUS SERVICE AGREEMENT

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CONTINUOUS SERVICE AGREEMENT

Scan and return via
- Email: customerservice@mdu.com
- Fax: 1-701-323-3104, or
- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

- RECITATION.** The Undersigned (hereinafter referred to as "Customer") is the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinafter referred to as "Properties") which may be occupied by others (hereinafter referred to as "Tenants") from time to time. Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (hereinafter referred to as the "Utility") provides Natural Gas services (hereinafter referred to as "Energy Services") to the location of the Properties in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Properties are located. The Agreement is intended to assure continuous Energy Services to the Properties during periods in which a Tenant has not arranged for or has failed to maintain Energy Services.
- 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. This Agreement will continue in effect until cancelled by either party upon five (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement must have Energy Services activated prior to or on the Effective Date. Termination of this Agreement does not relieve the Customer from its obligation to pay for any Energy Service 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 may 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 due shall constitute sufficient grounds for termination of this Agreement by the Utility.
- RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Properties specified by the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the properties. The Customer assumes liability for Energy Service charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Properties.
In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information showing the Utility's records are incorrect in which event the presumption shall no longer apply.
- DISCONNECTION.** The Utility reserves the right to deny service or disconnect Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Service, or Energy Services to the Tenant have been disconnected, the Customer may request that the Energy Services to the applicable Property be disconnected without affecting this Agreement. A disconnection of Energy Services to the Properties at the request of the Customer for any other reason may terminate the Agreement.
If a Tenant account at a Property is discontinued for **Nonpayment of Services** I DO I DO NOT request the Utility to continue Energy Services at the Property and bill me for such Energy Services until a new Tenant account is opened or I request termination of the Agreement with respect to the Property. These instructions will apply even if the Tenant remains in the Property.
- CHANGES AND DELETIONS.** The Customer agrees to provide **PRIOR WRITTEN NOTICE** to the Utility of any changes in telephone number, mailing address, email address or additions and deletions to Exhibit A, Service Property Locations.
By signing this Agreement as the Customer, the undersigned 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 on behalf of the Customer under this Agreement are shown on Exhibit B which may be amended by Customer upon receipt of written notice by the Utility.
- MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating to continuation 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 continuation of Energy Services to Customer's properties except as set forth herein.
- LIABILITY LIMITATION.** THE LIABILITY OF THE UTILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES OF CUSTOMER NOT TO EXCEED \$500 AND NEITHER PARTY SHALL BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFIT). THIS LIMITATION APPLIES TO ALL CLAIMS WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, INDEMNITY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER LEGAL THEORY.
- SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION

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

E-mail Address: _____ Fax Number: () _____
(Enter an active e-mail address for electronic communication purposes.) *Emergency Contact Name: _____

Spouse/Partner Name: _____ *Address: _____

*Billing Address: _____ *City: _____ *State: _____ *Zip: _____

*City: _____ *State: _____ *Zip: _____ *Emergency Phone Number: () _____

*Primary Contact Phone: () _____ Employer Name: _____

Cell Phone: () _____ Work Phone: () _____

MDU Account Holder Name _____

Signature _____ Date: _____

Name that will appear on the bill financially responsible person or entity

FOR OFFICE USE ONLY		
CSA ID#	Processed by:	Date:

Continuous Service Agreement Form – Rev. 09-24-2015

Date Filed: July 26, 2024 **Effective Date:** Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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CONTINUOUS SERVICE AGREEMENT

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EXHIBIT A SERVICE LOCATIONS

Scan and return via
- Email: customerservice@mdu.com
- Fax: 701-323-3104 or
- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, P.O. Box 7608, Boise, ID 83707-1608

IDENTIFICATION NUMBER (OFFICE USE ONLY)	COMPLETE STREET ADDRESS	APT. NO.	CITY, STATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

MDU Account Holder Name _____

Signature _____
Name that will appear on the bill-financially responsible person or entity

Date: _____

CSA ID#	Processed by:	FOR OFFICE USE ONLY	Date:
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Continuous Service Agreement Form – Rev. 09-24-2015

Date Filed: July 26, 2024 **Effective Date:** Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Original Sheet No. 12.2

CONTINUOUS SERVICE AGREEMENT

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EXHIBIT B CONTINUOUS SERVICE AGREEMENT AUTHORIZATION

Scan and return via
- Email: customerservice@mdu.com
- Fax: 701-323-3104
- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, P.O. Box 7608, Boise, ID 83707-1608

The Undersigned authorizes the agent designated below to act as personal representative, on their behalf, with regard to a Continuous Service Agreement entered into between the Customer and the Utility.

The Undersigned authorizes the persons or entities identified below: (1) To be party to information regarding the Agreement and account information pertaining to real properties described on the Agreement. (2) To provide **PRIOR WRITTEN NOTICE** to the Utility of any changes to telephone number, mailing address, Email address or additions and deletions to properties described on the Agreement. (3) To start and stop Gas Services for real properties described on the Agreement.

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

*Name of authorized Property Management Company (Complete if applicable):			
*Name of Authorized Person(s):			
Social Security Number:		Business Tax ID Number:	
*Address:			
*City:	*State:	*Zip:	
*Primary Contact Phone:	Cell Phone:	Fax Number:	Email Address:

I hereby affirm that I am the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible) for the real properties described on Exhibit A and authorize the aforementioned person or entities to act on my behalf regarding all aspects of the Continuous Service Agreement.

Customer Printed Name: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY		
CSA ID#	Processed by:	Date:

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Original Sheet No. 14.1

CUSTOMER’S AGENT AUTHORIZATION FORM

Page 2 of 3

B. CUSTOMER INFORMATION AND AUTHORIZATION

By signing this Agent Authorization form I agree to accept sole responsibility for all charges incurred as a result of actions taken by the Authorized Agent. I authorize Montana-Dakota to disclose any and all information about my Montana-Dakota account(s), including customer usage data, to the Agent identified in Part A of this form and the Agent’s representatives (collectively, “Authorized Agent”) so the Authorized Agent can conduct the following activities on my behalf:

- Request and receive billing records, billing history and all energy usage information used for bill calculation.
- Request and receive Montana-Dakota correspondence and information regarding:
 - Verification of rate, date of rate change, and related information;
 - Contracts and service agreements;
 - Previous adjustments and/or credits; and
 - Other issues or unresolved/disputed billing adjustments.
- Request and receive verification of balances and interruption notices.
- Request utility accounts to be established or terminated.
- Enroll and utilize Online Account Services.
- Change mailing address for monthly statements and other notices.
- Update phone number and other account contact information.
- Receive, review, approve, dispute and pay energy service bills.
- Receive and process Notices related to disconnection.
- Sign-up to receive account alerts via text or email.
- Enter into written contracts, including a Continuous Service Agreement.

I agree that my Authorization is effective for ALL existing, and future Montana-Dakota accounts, including those accounts opened by my Authorized Agent on my behalf until I terminate this Authorization and withdraw consent to the release of additional information by Montana-Dakota to the Authorized Agent. I understand that I have the right to terminate this Authorization at any time. I understand that to terminate Authorization, I must provide that information to Montana-Dakota in writing. I understand that I must make termination of this Authorization or changes to my authorization, either by an attachment to this Authorization form or by separate notification, to Montana-Dakota Utilities, at customerservice@mdu.com or PO Box 7608, Boise, ID 83707-1608. I understand that termination requests may take up to thirty (30) days from Montana-Dakota’s receipt of my notice to take effect.

I understand that I have the right to keep certain information about my Montana-Dakota account confidential unless disclosure of it is required by law or unless I provide consent such as by my signature to this Authorization. I also understand that I am not required to make this Authorization, and if I choose not to make this Authorization, my Montana-Dakota utility services will not be affected.

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 3**

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CUSTOMER’S AGENT AUTHORIZATION FORM

Page 3 of 3

I understand that once my information has been provided to the Authorized Agent identified in Part A of this form, Montana-Dakota will have no control over and no responsibility for safeguarding the confidentiality or security of the information now in the possession of the Authorized Agent or for the Authorized Agent’s use, disclosure or handling of the information. Montana-Dakota shall not be responsible for monitoring or taking any steps to ensure that the Authorized Agent is maintaining the confidentiality of the information or the information as I intend. I hereby release, hold harmless and indemnify Montana-Dakota from any liability, claims, demands, causes of action, damages or expenses resulting from: 1) any release of information to my Authorized Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Authorized Agent; and 3) from any actions taken by my Authorized Agent pursuant to this Authorization, including rate changes.

SIGNED AUTHORIZATION

By my signature, I affirm that I am Customer of Record for the Montana-Dakota account(s) subject to this Authorization, everything in this Authorization is true and correct, and I authorize Montana-Dakota to disclose my customer information as specified in this form. In addition to the signature below, verbal confirmation by a representative of Montana-Dakota may be made with the Customer prior to final processing.

Name of person or business on account(s) _____

Authorized signature for Customer of Record _____

Printed Name _____ Title _____

Telephone Number _____ Date _____

FOR OFFICE USE ONLY		
ID #	Processed by:	Date:

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		

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Montana-Dakota Utilities Co.

400 N 4th Street
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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

Page 1 of 2



CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

All information requested on this form must be provided for the consent to be valid. If you have questions or require assistance, please contact Montana-Dakota Utilities Co. (Montana-Dakota). This form may be available from your utility provider in other languages. To obtain a copy in another language, please contact your utility provider.

Montana-Dakota Utilities Co. Attn: Customer Support

Mailing Address: PO Box 7608, Boise, ID 83707-1608

Phone: 1-800-638-3278 **Email:** customerservice@mdu.com **Fax:** 701-323-3104

For additional information, including the utility's privacy policy, visit www.montana-dakota.com

TO BE COMPLETED BY THE CUSTOMER

By signing this form, you authorize Montana-Dakota to release the customer energy usage information to:

Organization/Trade Name: _____

Contact Person (if available): _____

Physical and Mailing Address: _____

Phone: _____ Email: _____ Fax: _____

This organization will receive the following information:

- The following energy usage information.
 - The date your natural gas meter was read by Montana-Dakota Utilities Co.
 - The number of days in the billing period.
 - The monthly gas energy usage in dekatherms for the specified period. *
 - The monthly electric energy usage in kilowatt hours for the specified period. *
 Your consent to make available information from the previous _____ months.
 *If you have resided at the address less than the amount of time designated above, energy usage will only be provided for the time that you have been the account holder or a maximum of 36 months.
- Information regarding your participation in energy efficiency or other Montana-Dakota programs.

This information will be used to (check all boxes that apply):

- Provide you with products or services you requested
- Offer you products or services that may be of interest to you
- Determine your eligibility for an energy program
- Analyze your energy usage
- Other (specify) _____

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CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

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ENERGY USAGE INFORMATION COLLECTION PERIOD

This consent is valid for a one-time disclosure of energy usage information relating to a single utility account. Montana-Dakota will require an original, separate consent form for disclosure of usage information for each utility account.

CUSTOMER DISCLOSURES

***Customer usage information can provide insight into activities within the premises receiving utility service. Montana-Dakota may not disclose your customer information except

1. if you authorize the disclosure
2. to contracted agents that perform services on behalf of the utility, or
3. as otherwise permitted or required by laws or regulations. ***

***You are not required to authorize the disclosure of your information, and your decision not to authorize the disclosure will not affect your utility services. ***

***You may access your standard customer energy usage information from Montana-Dakota without any additional charge. ***

***Note that Montana-Dakota will have no control over the information disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the recipient maintains the confidentiality of the information or uses the information as authorized by you. Please be advised that you may not be able to control the use or misuse of your information once it has been released. ***

***In addition to the energy usage information described above, the records received by the organization may include other information such as your name; account number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date or base rate bill amount. Montana-Dakota will not provide any other information, including Personally Identifiable Information such as your Social Security Number or any financial account number to the organization through this consent form. ***

PLEASE READ THE CUSTOMER DISCLOSURES ABOVE BEFORE SIGNING THIS FORM

By signing this form, you acknowledge and agree that you are the customer of record for this account and that you authorize Montana-Dakota to disclose your energy usage information as specified in this form.

APPLICABLE CUSTOMER ACCOUNT NUMBER

SERVICE ADDRESS

PRINTED NAME

SIGNATURE OF CUSTOMER OF RECORD

DATE SIGNED

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

Page 1 of 2



AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

Please complete all fields on this form and sign at the bottom to request access to aggregated or anonymized energy consumption data for the service addresses listed below. This form will not be reviewed if it is not fully completed and signed. Submission of the form does not guarantee the data will be provided. Approval to release data per this form may occur only after Montana-Dakota's review and approval of the request in its sole discretion.

If you have questions or require assistance, please contact Montana Dakota-Utilities Co. (Montana-Dakota). Montana-Dakota may have this form in other languages. To obtain a copy in another language, please call **1-800-638-3278**.

For additional information, including the utility's privacy policy, visit www.montana-dakota.com.

SUBMIT FORM FOR PROCESSING:

Montana-Dakota Utilities Co, Attn: Customer Support

Mailing Address: PO Box 7608, Boise ID 83707-1608

Email: customerservice@mdu.com **Fax:** 701-323-3104 **Questions? 1-800-638-3278**

Reason for requesting aggregated/anonymized energy consumption. Check all that apply:

Energy Efficiency & Conservation

HUD Compliance

Date:

Account Number/Meter Number	Service Address

AGGREGATED/ANONYMIZED ENERGY CONSUMPTION INFORMATION COLLECTION PERIOD

This form is a request for a one-time disclosure of consumption for a period not to exceed the prior 36 months from the time the form is processed. Montana-Dakota reserves the right to limit the number of requests made to once per year and will not be responsible for fulfilling additional requests within the same 12-month period.

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

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TO BE COMPLETED BY THE REQUESTOR

Organization/Trade Name:

Printed Name & Title:

Mailing Address:

Phone #: Fax #:

Email Address:

How would you like to have the data provided to you? Select one:

- Email Fax Mail

Select one of the options listed below for the data format:

- Total usage by month w/ # of meters—**Aggregated**
 Total usage by month by meter—**Anonymized**

Aggregated data sets must include at least 4 customer accounts with no single customer's energy usage exceeding 50% of total usage for the data set.

Anonymized data sets must include at least 15 customer accounts with no single customer's energy usage exceeding 15% of total usage for the data set.

If the data sets do not meet these requirements, then all customers within the data sets must provide written consent using Montana-Dakota's Consent to Disclose Energy Utility Information form.

The consumption usage provided will be made available to the requestor by Montana-Dakota for the purposes of energy efficiency, conservation or HUD compliance and should only be utilized by authorized individuals or organizations and for the purpose(s) stated on this form.

By signing this form, you agree to the terms of this authorization and the security requirements to receive aggregated/anonymized energy consumption data from Montana-Dakota.

Signature:

Title: Date:

Date Filed: July 26, 2024 **Effective Date:** Service rendered on and after September 1, 2024
Issued By: Travis R. Jacobson
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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, is by and between MONTANA-DAKOTA UTILITIES CO. hereinafter called "Company", and _____ located in _____, 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.

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.

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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

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

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

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

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

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

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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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.

By: _____
*

By: _____
*

Title: _____

Witness: _____
*

Title: _____

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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**EXHIBIT "A"
INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT**

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

<u>Delivery Point(s) (dk)</u>	<u>Rate Schedule</u>	<u>Distribution Charge*</u>	<u>Maximum Interruptible Delivery Point Quantity Per Day (dk)</u>	<u>Maximum Interruptible Delivery Point Quantity per hour</u>
_____	_____	_____	_____	_____

** Plus Cost of Gas as defined in Small Interruptible General Gas Service Rate 71.*

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

Accepted and agreed to this ____ day of _____, 20____.

By: _____

Representing _____

Accepted and agreed to this ____ day of _____, 20____.

MONTANA-DAKOTA UTILITIES CO.

By: _____

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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REQUEST FOR GAS SERVICE LINE

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MDU-20234
(Rev 03/19)

Montana-Dakota Utilities Co. Request for Gas Service Line Applicable to Service Line Installations not associated with a Gas Main Extension

Customer Information			
Customer Name:		Date Requested:	
Installation Address:	City:	State:	Zip:
Township/Range:	Section:	Block:	Lot:
Mailing Address (if Different):	City:	State:	Zip:
E-mail Address:			
Daytime Phone:		Mobile Phone:	
Customer Type: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial		For: <input type="checkbox"/> New Construction <input type="checkbox"/> Conversion	

With this request, Customer hereby authorizes Montana-Dakota Utilities Co. (Company) to install a natural gas service line extending from the main to the connection at the premise regulator and/ or meter at the service address specified in this agreement. Now, therefore, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

- Company agrees to install the service line and if required Customer agrees to pay the Company a non-refundable contribution for cost not supported by the Maximum Allowable Investment (MAI) as defined in the Company's currently effective Firm Gas Service Extension Policy Rate 120 as outlined below.

Estimated Total Cost of Construction	
Maximum Allowable Investment (MAI)	
Pre-Tax Estimated Customer Contribution	\$ 0.00
Tax Gross-up (Montana Only)	
Estimated Customer Contribution	\$ 0.00

- It is further agreed that upon completion of construction, the cost participation amount will be adjusted to reflect actual costs, and Customer will be charged for all additional amounts above the Maximum Allowable Investment as stated herein.
- Company reserves the right to require the estimated Customer contribution to be paid prior to construction. Upon completion of construction Company will refund the amount, if any, required to reduce the Customer's required contribution based on actual costs.
- Company's estimated total cost of construction is contingent on several factors outside of Company's control. Additional costs of construction maybe caused by, but not limited to: (1) unexpected digging conditions, (2) excavating in frozen or rocky ground, (3) concrete or asphalt removal and replacement, (4) tamping to meet compaction specifications, (5) hand digging or backfilling to meet landscaping specifications, and (6) other obstructions outside the control of the Company that interfere or delay with the service line construction.
- It shall be the Customer's responsibility to locate and mark all Customer owned facilities on Customers property.
- Company reserves the right to charge customer the entire cost of the service line if Customer has not connected to the installed service line within twelve (12) months from the date of installation.

Clear Form

Montana-Dakota Utilities Co.

Customer Signature

Date

Company Signature

Date

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

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GAS TRANSPORTATION AGREEMENT

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GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this ___ day of ___, 20___, is by and between MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, hereinafter called "Company", and ___ located at ___ hereinafter called "Customer".

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

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

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

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

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

Table with 5 columns: Receipt Point, Delivery Point, Rate Schedule, Dk Maximum Delivery Point Quantity Per Day, Dk Maximum Delivery Point Quantity Per HR. All cells are currently blank.

3.0 DISPATCHING. Customer will adhere to gas dispatching policies and procedures, established by Company and posted on Company's web site, to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

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

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

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



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GAS TRANSPORTATION AGREEMENT

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

7.0 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.

8.0 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.

By: _____
*

By: _____
*

Title: _____

Attest: _____
*

Title: _____

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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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 _____ between Montana-Dakota Utilities Co. and _____ covering natural gas transportation service to Customer's facility located at _____.

This Exhibit "A" shall be in effect commencing on _____.

Customer agrees that its daily and hourly maximum loads will not exceed the amounts stated in this agreement.

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

Customer's Maximum Interruptible Transportation Quantity: _____ dk per hour.

The shipper(s) name is _____

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

Accepted and agreed to this ____ day of _____, 20____.

CUSTOMER

By: _____

Representing _____

Accepted and agreed to this ____ day of _____, 20____.

MONTANA-DAKOTA UTILITIES CO.,

By: _____

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400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 3**

Section No. 6
Original Sheet No. 19.3

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 its facility located at _____.

<u>Rate*</u>	<u>Term of Rate</u>
_____	_____

Accepted and agreed to this ____ day of _____, 20____.

By: _____

Title: _____

Accepted and agreed to this ____ day of _____, 20____.

MONTANA-DAKOTA UTILITIES CO. ,

By: _____

Date Filed: July 26, 2024	Effective Date: Service rendered on and after September 1, 2024
Issued By: Travis R. Jacobson Director – Regulatory Affairs	
Docket No.: NG23-014	

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

**State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 3**

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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 _____ between Montana-Dakota Utilities Co. and _____ covering natural gas transportation service to Customer's facility located at _____.

Daily Firm Service Requirements

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

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

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

By: _____

By: _____
(Please print or type)

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

By: _____

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
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CUSTOMERS AGREEMENT FOR GAS EXTENSIONS

Page 1 of 2

21417(12-91)
(Rev. 10/20)

INTERRUPTIBLE GAS SERVICE EXTENSION AGREEMENT (RATE 119)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between MONTANA-DAKOTA UTILITIES CO., 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	\$ _____
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.

Customer Signature _____ Date _____

Company Signature _____ Date _____

Customer Printed Name _____

Company Printed Name _____

Date Filed: July 26, 2024

Effective Date: Service rendered on and after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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CUSTOMERS AGREEMENT FOR GAS EXTENSIONS

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21467(12-91)
(Rev. 10/20)

FIRM GAS SERVICE EXTENSION AGREEMENT (RATE 120)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between MONTANA-DAKOTA UTILITIES CO., 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	\$ <u>0.00</u>
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 facilities. 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 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.

Customer Signature _____ Date _____ Company Signature _____ Date _____

Customer Printed Name _____ Company Printed Name _____

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

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**State of South Dakota
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CHANGE TO FIRM GENERAL GAS SERVICE RATE 70

Page 1 of 1

**MONTANA-DAKOTA UTILITIES CO.
CHANGE TO FIRM GENERAL GAS SERVICE Rate 70**

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By signing this agreement, (customer name) _____ located at (address, city & state) _____ has elected to begin receiving natural gas for a period of not less than one year under Montana-Dakota Utilities Co.’s Firm General Gas Service Rate 70, hereby terminating:

Check ONE Only Interruptible General Gas Service Rate 71 or 85

Or

Transportation Service Rate 81 or 82

It is the responsibility of the customer to contact any and all applicable shippers/agencies of this change.

Effective Date: _____

Dated: _____

Signature: _____

Print Name: _____

N

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

Section No. 6
Original Sheet No. 23

NOTICE OF HAZARDOUS CONDITIONS - GAS

Page 1 of 1

Form #21743
DANGER


No. 00000

Notice of Hazardous Condition - Gas

Customer	Name: _____ Address: _____ Apt. No.: _____ Town/City: _____ State: _____ Zip: _____ Phone: _____ Meter Number: _____ Meter Reading: _____
Red Tag	<div style="background-color: #f08080; padding: 2px; margin-bottom: 5px;">GAS TURNED OFF AT:</div> <input type="checkbox"/> Meter <input type="checkbox"/> Clothes Dryer <input type="checkbox"/> Furnace <input type="checkbox"/> Oven/Stove <input type="checkbox"/> Meter Valve Locked <input type="checkbox"/> Fireplace <input type="checkbox"/> Appliance Disconnected <input type="checkbox"/> Pool Heater <input type="checkbox"/> Other (Specify) _____ Isolation valve closed and wrapped with warning tape.
	<div style="background-color: #f08080; padding: 2px; margin-bottom: 5px;">CONDITION(S) FOUND:</div> <input type="checkbox"/> Improper Venting <input type="checkbox"/> Leak - Appliance Connector <input type="checkbox"/> Unvented <input type="checkbox"/> Gas Leak at Appliance <input type="checkbox"/> Obstructed Fuel Vent <input type="checkbox"/> No Pilot Safety/Control <input type="checkbox"/> Venting Deteriorated <input type="checkbox"/> Defective Pilot Safety/Control <input type="checkbox"/> No Draft Diverter <input type="checkbox"/> Defective Heat Exchanger <input type="checkbox"/> Improper Draft Diverter <input type="checkbox"/> No Limit Control <input type="checkbox"/> Inadequate Combustion Air <input type="checkbox"/> Defective Limit Control <input type="checkbox"/> No Relief Valve <input type="checkbox"/> Improper Ignition <input type="checkbox"/> Defective Control Valve <input type="checkbox"/> Overfiring <input type="checkbox"/> Gas Leak in Piping <input type="checkbox"/> Spillage <input type="checkbox"/> Other (Specify) _____ Comments: _____

I have been notified of the condition(s) indicated and understand that the affected appliance(s) must not be used under any circumstances until corrections are made by a licensed plumber or other qualified person. Failure to do so may result in property damage, serious bodily injury or death!

Signature: _____
Print Name: _____
Phone: (H) _____ (W) _____
Owner: Tenant: Other: No One Home* Refused to Sign* _____
* Follow-up actions: Send registered letter
Service Technician: _____ Date: _____
Service Order #: _____

ORIGINAL: Company • COPY 1: Customer • COPY 2 (Tag): Attach
If you have any questions, please call us at the following
toll-free number: 1-800-638-3278

Notice of Hazardous Condition

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director – Regulatory Affairs		
Docket No.:	NG23-014		



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State of South Dakota Gas Rate Schedule – SDPUC Volume No. 3

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Reserved for Future Use

Date Filed:	August 15, 2023	Effective Date:	Service rendered on and after September 1, 2024
Issued By:	Travis R. Jacobson Director - Regulatory Affairs		
Docket No.:	NG23-014		