# SECTION 6



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

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

Section No. 6

Original Sheet No. 1

Canceling Vol. 14th Rev. Sheet No. 1

Page 1 of 1

**CONSUMER'S DEPOSIT RECEIPT** 

#### **CONSUMER'S DEPOSIT RECEIPT**

Account

Received of:

Date

Deposit Nbr

Deposit Amount

Service Address 135 WESTGATE RD LOT 150 BOX ELDER SD 57719

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

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

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6

Original Sheet No. 2

Canceling Vol. 1 Original Sheet No. 2.1

#### **NEW CUSTOMER APPLICATION CARD - GENERAL SERVICE**

Page 1 of 1

#### NEW CUSTOMER APPLICATION CARD - GENERAL SERVICE

20902(6-81) (Rev.)1/87) MONTANA-DAKOTA UTILITIES CO
NEW CUSTOMER APPLICATION CARD - GENERAL SERVICE
Business Name: Acct. No.:
Service Address:
Mailing Address: (If different)
Business Phone: Home Phone:
Type of Business Activity:
Owner of Building: (Name) (Address) (Phone)
Type of Service Requested: Electric Gas Date Service To Begin:
Previous Address: (Street) (City) (State)
Gen. Serv. Cust. of MDU at Prev. Address: Yes No (When) (Where)
Legal Status: Corporation □; Partnership □; Sole Proprietorship □; (Other)
Name, Address and Phone of Owners, Partners, Officers or Local Representatives: (Name) (Phone)
back
Applicant whose signature appears below hereby grants permission to MDU to enter
applicant's premises at all reasonable times for the purpose of installing, connecting,
reading, inspecting, operating, disconnecting or removing the company pipes, wires,
meters or other equipment and warrants that applicant has authority to grant
this permission.
Date: Signature:
Title:
DO NOT WRITE BELOW FOR OFFICE USE ONLY
Identification: Current Driver's License—StateNo
OR Social Security Number:
Deposit or Security Required: Yes 🔲 No 🔲 Amt Date:/

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6

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

#### **GAS METER ORDER**

Page 1 of 1

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Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:



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

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

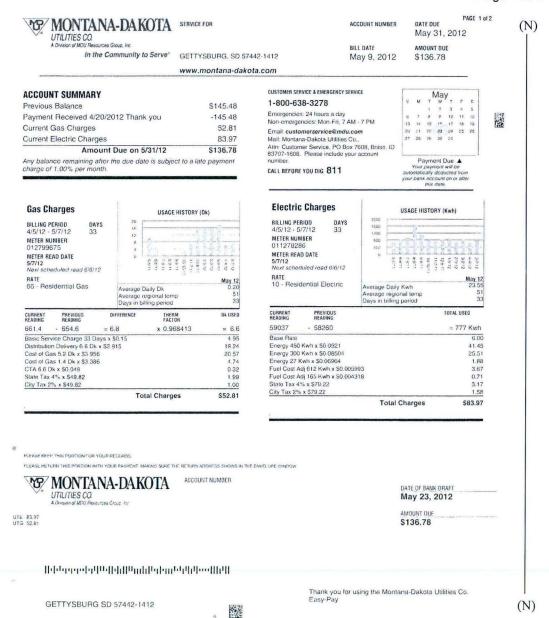
Section No. 6

1st Revised Sheet No. 4

Canceling Original Sheet No. 4

#### STANDARD CUSTOMER BILL

Page 1 of 2



Date Filed: October 10, 2012 Effective Date: February 1, 2013

Issued By: Tamie A. Aberle

Director - Regulatory Affairs

Docket No.: GE12-004

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

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

Section No. 6

1st Revised Sheet No. 4.1

Page 2

Canceling Original Sheet No. 4.1

#### STANDARD CUSTOMER BILL

Page 2 of 2

(N)

'59' MONTANA-DAKOTA

In the Community to Serve\*

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

#### Ways to Pay Your Bill

Easy-Pay: Automatically pay your bill each month by having Montana-Dakota Utilities withdraw your preauthorized payment from your financial institution each month. To enroll, call 1-800-638-3278 or complete the Easy-Pay Enrollment authorizebon form located on our website, www.montana-dakota.com, and return with a voided check

Pay By Phone or Online: We accept payments through Western Union\* Speedpay\*, a third-party service provider. You will find the Speedpay link on our website or simply call foll-feel - 18-66 233-1518 and follow the prompts. Payments can be made 24/1 using your credit card, debit card or electronic transfer from a checking, money market or savings account. You will need your utility account number (available on your bill) to process your payment. Western Union® Speedpay® charges a \$3.95 convenience fee per transaction for this service.

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

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

By Mail: Mail your payment to Montana-Dakota Utilities Co., P.O. Box 5600, Bismarck, ND 58506-5600. Be sure to allow time for mailing so your payment is received by the due date.

Balanced Billing: This billing plan levels out your monthly bill so you can reduce fluctuations brought on by changes in the weather and the cost of energy. To enroll, complete the Balance Billing form located on our website or contact Customer Service

Payment Due Date: Your bill is past due if not paid within 22 days after it is mailed. If you are paying with a credit card or paying at one of our payment locations in response to a Disconnection of Service Notice, please contact Montana-Dakota at 1-800-638-3278 and let us know that payment has been made.

#### **Billing Terms and Definitions**

The rates reflected on your bill have been approved by the Public Service Commission 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 or Base Rate: A monthly or daily charge designed to recover a portion of the fixed costs incurred in providing utility service regardless of how much energy is used.

the tixed 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 contain
equipment is used in the metering process such as current and potential transformers.

Cost of Gas: This charge recovers the cost of gas fiself as well as other related costs Montana-lakota incurs toom its prepiene suppliers in providing natural gas service. The cost is strictly a
pass-through to customers and does not provide Montana-Dakota with a profit.

CTA – Conservation Tracking Adjustment: A charge that provides funding for Commission
approved conservation programs in the states of MT and SD.

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

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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 provided in ND and SD designed to adjust for the ever- 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.

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-throughto customers and is subject to change on a monthly basis for customers served in MT and ND.

Fuel Cost Adj: Adjustment per Kwh to reflect changes in the cost of fuel and purchased power

Puel Cest Agi; Aquistiment per kwin to renect creatings in the cost of rule and purchased power the company interest is supplying the customers with electricity. This adjustment is a pass-shrough to customers and its subject to change on a monthly basis in SD. Kw – Kilowatt: The Kw billed is the peak demand for 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 fariffs.

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

TCA — Transmission Cost Adjustment: A charge per Kwh applicable to electric service provided in ND 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 head 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 in the state of MT as required by the Montana State Legislature.

#### Important Customer Information

If you have questions regarding your bill or service, please call Montana-Dakota Customer Service FIRST at 1-800-628-2278. 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 agencies governing in the state

- service is provided:

  MT PSC: 1-800-646-6150 or write to P.O. Box 202601, Helena, Montana \$6620-2601

  ND PSC: Write to 600 E, Boulevard, Bismarck, ND 58506-0480
- SD PUC: 1-605-773-3201
- - WY PSC: Write to 2515 Warren Avenue, 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.

Email:

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 Please provide details here and check the box on the front of this stub. phone number changed? Name: \_ \_State: \_\_\_\_\_ ZIP: \_\_\_\_ City: \_

Date Filed: October 10, 2012 **Effective Date:** February 1, 2013

Issued By: Tamie A. Aberle

Director - Regulatory Affairs

Docket No.: GE12-004 (N)



#### 'ANA-DAK()TA STATE OF SOUTH DAKOTA **ELECTRIC RATE SCHEDULE**

A Division of MDU Resources Group, Inc. 400 North Fourth Street Bismarck, ND 58501

SD P.U.C

Section No.

6

Cancelling

7th Revised 6th Revised Sheet No. Sheet No. 5 5

Page 1 of 2

(N)



ACCOUNT NUMBER

DATE DUE May 31, 2012

PAGE 1 of 2

UTILITIES CO. A Division of MEU Resources Group, Inc.

In the Community to Serve\* GETTYSBURG, SD 57442-1412

BILL DATE May 9, 2012

AMOUNT DUE \$136.78

May

www.montana-dakota.com

May 12 0.20

DE USED

= 6.6

19.24

20.57

1 74

0.32

.00

\$52.81

4.95

51

**ACCOUNT SUMMARY** 

Gas Charges

BILLING PERIOD 4/5/12 - 5/7/12

METER NUMBER

METER READ DATE 5/7/12 Next scheduled read 6/6/12

READING

63 - Resident al Gas

PHEVIOUS REACING

Basic Service Charge 33 Days + \$0.15 Distribution Delivery 6.6 Dk x \$2.915

- 654.6

Cost of Cas 5.2 Dk x \$3.956

Cost of Gas 1.4 Dk x \$3.386 CTA 6.6 Dk x \$0.049

State Tax 4% x S49.82

City Tax 2% x \$49.82

Previous Balance \$145.48 Payment Received 4/20/2012 Thank you -145.48 Current Gas Charges 52.81 83.97 Current Electric Charges

Amount Due on 5/31/12 \$136.78

USAGE HISTORY (DE)

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

CUSTOMER SERVICE & EMERGENCY SERVICE 1-800-638-3278

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

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

CALL BEFORE YOU DIG 811

Payment Due A Your payment will be automatically dedected from your bank account on or after this date.

**Electric Charges** 

CURRENT BEADING

59037

BILLING PERIOD 4/5/12 - 5/7/12 DAYS METER NUMBER 011278286

METER READ DATE 5/7/12 Next scheduled read 6/6/12

RATE 10 - Pesidential Electric

PREVIOUS

- 58260

USAGE HISTORY (Kwh)

Average Dally Kwh Average regional tem Days in billing period 51 TOTAL USED = 777 Kwh 6.00

Base Rale Energy 450 Kwh x SC 0921 41.45 Energy 300 Kwh x SC 08504 25.51 Energy 27 Kwn x S0 06964 Fuel Cost Adj 512 Kwn x S0 005993 Fuel Cost Adj 165 Kwn x S0 004018 1.88 0.71 State Tax 4% x \$79.22 3.17 Gity Tax 2% x \$79.22

Total Charges \$83.97

BULLAND BULL HIRS BOKULTU HE TOUGHERST THESE

PLEASE IS 1589 THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN AD HESS SHOWS IN THE ENRICIPE WARDOW

Total Charges

Average regional temp Days in billing period

FACTOR



DATE OF BANK DEAFT May 23, 2012

\$136.78

[[վժերգուհյ#6][[d][Danh][Бվիդը[եկ][[Dand][[t]]

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

(N)

**GETTYSBURG SD 57442-1412** 

Date Filed: October 10, 2012 **Effective Date:** February 1, 2013

Issued By:

Tamie A. Aberle

Director - Regulatory Affairs



#### STATE OF SOUTH DAKOTA **ELECTRIC RATE SCHEDULE**

A Division of MDU Resources Group, Inc. 400 North Fourth Street Bismarck, ND 58501

SD P.U.C

Original

Section No. Sheet No.

6 5.1

Cancelling

Sheet No.

Page 2 of 2

(N)



Customer Service: 1-800-638-3278 • 7 a.m.-7 p.m. Monday-Friday Call volume is generally higher on Mondays, for faster service please call Tuesday-Friday.

www.montana-dakota.com

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in the Community to Serve'

Pay By Phone or Online: We accent navments through Western Union® Speednav® a third-party service provider. You will find the Speedpay link on our website or simply call toll-free 1-866-263-5185 and follow the prompts. Payments can be made 24/7 using your credit card, debit card or electronic transfer from a checking, money market or savings account. You will need your utility account number (available on your bill) to process your payment. Western Union® Speedpay® charges a \$3.95 convenience fee per transaction for this service

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- MT PSC: 1-800-646-6150 or write to P.O. Box 202601, Helena, Montana 59620-2601 ND PSC: Write to 600 E. Boulevard, Bismarck, ND 58505-0480
- SD PHC: 1-605-773-3201
- WY PSC: Write to 2515 Warren Avenue, 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.

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 he	ere and check the box o	n the front of this stul	b.
Account No.			
Name:			
Mailing Address:			
City:	State:	ZIP:	
Phone:(	Email:		

(N)

Date Filed: October 10, 2012

Effective Date: February 1, 2013

Issued By:

Tamie A. Aberle Director - Regulatory Affairs

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

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

Section No. 6

Original Sheet No. 6 Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 7

#### APPLICATION FOR INTERRUPTIBLE NATURAL GAS SERVICE

Page 1 of 1

	74(7-68)	34037774 374 D 477		
(Rev.	9/86)		OTA UTILITIES CO. U Resources Group, Inc.	
	APPLICATION	N FOR INTERRU	PTIBLE NATURAL GAS	SERVICE
			Date	d:
	undersigned hereby makes app interruptible natural gas servic			er referred to as the Company,
(A)	Application is a non-residential provided under the terms and cagrees to discontinue use of na having alternate fuel capability agrees not to resume the use of the Company.	onditions of the Cor tural gas immediate or on such equipmen	npany's Rate Schedule ly upon notice from the Comp t which qualifies customer for i	any, on natural gas equipment atterruptible service. Applicant
(B)	During periods of interruption listed below.	, applicant may co	ntinue the use of natural gas	on firm usage equipment as
(C)	Company's rates and services a by the applicable regulatory au		ion and Applicant will be bour	nd by any changes as approved
		INTERRUP	TIBLE EQUIPMENT	
	Type & No. of Units	Input (cfh)	Standby Fuel	Peak Day Usage (MCF)
		<del></del>		
				••
		FIRM US	AGE EQUIPMENT	
	Type & No. of Units	In	out (cfh)	Peak Day Usage (MCF)
AP	PLICANT:		BY:	
ΑĐ	DDRESS:			
CI	TY AND STATE:			
MI	OU CUSTOMER ACCOUNT NO.: _		·	
			APPROVED:	
		¥.		
			MONTANA-DAKOTA UT A Division of MDU Reso	
			By:	
		•		sion Manager)
	STRIBUTION:			•
	copy to Division Gas Superintendent copy to Division Manager			
1 C	Copy to Division Accounting Administra Copy to Gas Dispatching Superintendent			
(V	WBI-Glendive) Copy to Customer	•		
- •	••			

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

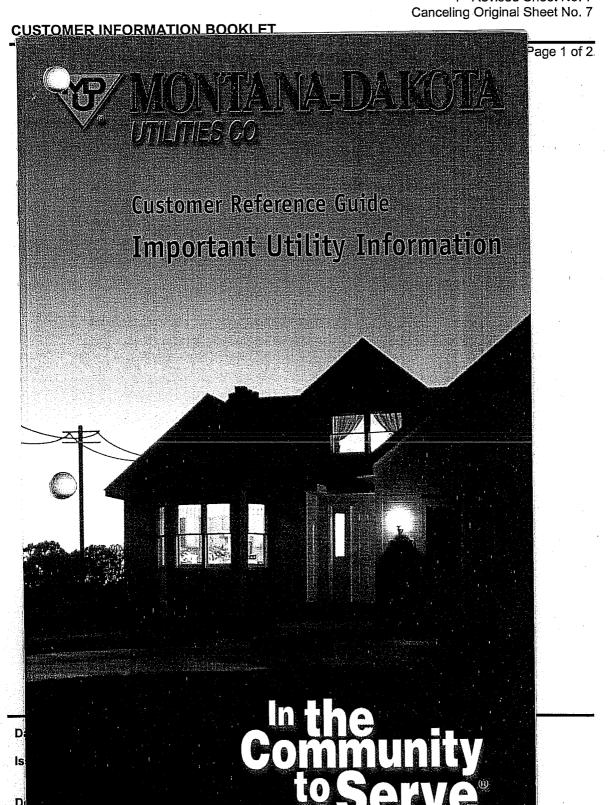
Docket No.:

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

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

Section No. 6

1st Revised Sheet No. 7





Customer Reference Guide Important Utility Information



In the Community to Sarva

#### We're here to serve you...



Welcome!

We're pleased to have you as a Montana-Dakota customer and have prepared this handy booklet for you to use as a reference tool for when you have questions.

Inside, you will find information on most utility issues and some of the additional products and services Montana-Dakota offers.

As always, Montana-Dakota employees are available to help with your questions. When you call 1-800-MDU FAST (1-800-638-3278),

your call will be answered by a knowledgeable employee who is equipped to handle all your energy needs....

...That's what we do at MDU.



In the Community to Serve®

#### ntents

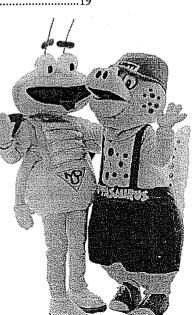
In the Community to Serve	2
For Our Natural Gas Customers	3
For Our Electric Customers	3
How You Buy Energy	
Natural Gas	4
Electricity	4
Meters	5
Conservation & Safety Tips	6
Life-Sustaining Equipment	8
Important Reminders	8
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#### Welcome to MDU

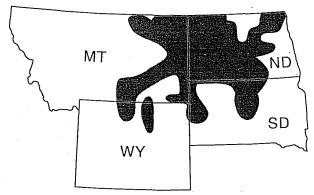
We hope this booklet will serve as a valuable reference tool for you. It might be a good idea to keep it handy - should you have questions about our products and services in the future.

If you should have any additional questions, please call us at 1-800-MDU-FAST (1-800-638-3278) and a knowledgeable MDU employee will be happy to assist you further.





### This is Montana-Dakota Country...



### "In the Community to Serve"

Montana-Dakota Utilities Co. (Montana-Dakota) didn't come about overnight. No, it's taken well over 78 years of hard work to grow from a small electric company serving a handful of farm communities to a large regional energy supplier. During those years of growth, we changed our name a few times, acquired a number of smaller companies and progressed side by side with those we serve.

Today, we're a Division of MDU Resources Group, Inc., a diversified energy company. We provide retail natural gas and/or electric service to parts of Montana, North Dakota, South Dakotand Wyoming. Our service area covers over 168,000 square miles—(5.5 percent of the continental USA) and we serve a population of about 550,000.

Over the years, Montana-Dakota has adopted the slogan "In the Community to Serve," and we believe in those words. Our success as a company is rooted in the growth and prosperity of our communities. We're committed to help meet tomorrow's challenges and opportunities by providing affordable and reliable energy services.

#### r Our Natural Gas Customers...

Natural gas is a naturally occurring mixture of gas found underground. It is usually found along with oil deposits, but can be found in deposits alone. Natural gas, like oil, is harvested from underground by drilling wells deep into the earth. In its natural state, natural gas is a colorless and odorless fuel. Natural gas is the cleanest most efficient energy source available to us today. We maintain a constant, reliable supply to meet your needs. The natural gas we purchase is produced from abundant regional sources and is not vulnerable to supply disruptions by foreign governments.

Natural gas is also a very safe fuel. But, like other products in your home, it can be hazardous if misused. Natural gas is given a distinct odor for your safety. If you smell gas, leave your home, then call us immediately. We will respond to all natural gas emergency requests at no charge when it is related to Montana-Dakota's energy system.

Since natural gas is odorless, it is odorized for safety reasons. Each year we enclose a scratch-and-sniff insert with your utility bill so you and your family can recognize the odor associated with a natural gas leak. (See sample in the back of this book.)

If you smell this odor call 911, or contact Montana-Dakota at 1-800-MDU-FAST (1-800-638-3278).

### r Our Electric Customers...

We take pride in our record of reliable electric service. People never realize how much they depend on this silent servant until it is interrupted by a bad storm or equipment failure.

If your power should go out:

- Find out if neighboring homes still have electric service.
- If they still have power, check your fuse box or circuit breaker panel.
- If a fuse is blown, or a circuit breaker is open, turn off the lights and appliances on that circuit. This will help prevent damage to your appliances and your electrical system as well.
- Replace the fuse with the correct amperage for that circuit or turn on the breaker.
- If a fuse continues to blow or breaker to open, call an electrician to find and repair the problem.
- When the electric outage is not confined to your home, disconnect or turn off as many electrical appliances and lights as possible. This will help protect your equipment and reduce the initial demand for electricity when the power is reconnected.





• Call Montana-Dakota at 1-800-MDU-FAST (1-800-638-32) to report any outage not confined to your home, unless you know a neighbor has already reported it.

Montana-Dakota's primary goal is to furnish safe and reliable electric service at fair rates. Our electric system is widespread and exposed to storms and other factors we cannot control. Although we employ the latest techniques in equipment and operating methods to maintain adequate service, we cannot guarantee uninterrupted power. If you have computers and other sensitive equipment that require high grade, uninterrupted power, you should check with your computer equipment supplier or Montana-Dakota Utilities for information on devices that will ensure the power quality you need.

#### How You Buy Energy...

Every time you flip a switch or turn a dial you buy energy. It's our job to bring electricity and/or natural gas to your meters, but you are responsible for how it is used inside your home. You do have control over your bill. By being aware of how you use energy, and by eliminating waste, you may be able to reduce your bill.

Natural Gas: Your natural gas meter measures the volume of gas you use each billing period. Your bill shows the difference between your meter's present and previous readings in units called "Mcf" (an Mcf is one thousand cubic feet). Since the energy content of Mcf of natural gas varies slightly throughout our service area, we convert the volume of gas you use to energy units called "decatherms" (a decatherm, or dk, equals one million British Thermal Units of energy). By doing this, we ensure you are billed for the amount of energy you used based on the energy content of natural gas for your locality.

Electricity: Your consumption of electricity is measured and billed in units called kilowatt-hours (kwh). The number of kilowatt-hours you use each month is shown on your bill. Light bulbs can be used to help you understand kilowatt-hours. If you turn on ten 100-watt bulbs, you create a demand of 1,000 watts or one kilowatt of electricity (10 bulbs x 100 watts). If those 10 bulbs burn for one hour, you've used one kilowatt-hour of electricity. If the lights burn for three hours, you have used 3 kwh. The expected demand in kilowatts is indicated on most electrical appliances.

ters: Your electric and natural gas meters measure how much energy you use. Meters are accurate instruments and care must be taken to ensure they are not damaged. Tampering with a utility meter is not only a criminal offense, it is dangerous too.

A utility representative reads your meter about the same date every month. If we are unable to read your meter because of extreme weather conditions, or if the meter is located inside your home and you're not there, we may have to estimate usage on your bill that month. Any difference between our estimate and your actual usage will be corrected automatically the next time your meter is read.

After your meter is read, your bill is calculated according to the rates that have been approved by the Public Service Commission (PSC) or the Public Utilities Commission (PUC) of your state. Copies of these rates are available at your local Montana-Dakota office. When there is a change in rates, an explanation of the change is included with your utility bill.



# Conservation & Safety Tips Saving Energy and Money...

Managing your utility bill begins at home with you. There are three ways to help hold household energy costs down.

<u>Weatherize your home:</u> Projects can be as simple as caulking and weather stripping around windows and doors to a major undertaking like adding wall insulation. Montana-Dakota can provide you with free booklets that contain everything from conservation tips to "how to's" on weatherization projects.

<u>Change your living habits:</u> You can also save energy by reducing the temperature setting on your water heater to the "warm" position and adjust your winter thermostat temperature down at night. Pull the drapes to minimize heat loss through windows.

#### Use appliances and equipment that are more energy efficient:

Most appliance dealers and heating contractors sell products that are much more energy efficient than those available just a decade ago. Insist on a high efficiency model when you make your next major appliance purchase.

CAUTION: Montana-Dakota fully supports energy conservation, but we feel it is important to inform you about two dangers that might result from improper energy conservation practices. We do mean to frighten you – just inform you.

Hypothermia: Heating is the major consumer of energy in the home. To conserve energy, some people turn the heat down. This is great for healthy, active people who can just put on a sweater and feel comfortable. But, young children, people confined to a bed or chair due to illness, and the elderly may be in serious danger of accidental hypothermia.

Hypothermia ("hypo" - below, and "thermia" - temperature) is the result of the body not being able to produce enough heat. It is sometimes confused with "hyperthermia" which means abnormally high temperature.

With hypothermia, the body temperature drops lower than 94° F. at a point when uncontrollable shivering begins. As the body cools further, shivering will continue until it gets to 90° F., when it reaches the danger area. Below this temperature, a life-threatening situation is present and, if left untreated, can result in death.

#### e are some symptoms of hypothermia:

- Skin is pale and waxy. Face may be puffy and swollen.
- Trembling may occur, accompanied by chills, but not always.
- The person may feel warm.
- · Speech slows and words become slurred.
- The person becomes forgetful.
- The person becomes very tired.

Since mental confusion is one of the first symptoms, the person is normally not aware of what is happening. **Hypothermia**, even in early stages, needs immediate attention! If you can't reach a doctor, take the person to a hospital immediately.

Remember...everyone is susceptible to hypothermia if the conditions are right. Pay particular attention to those that appear overly tired or cold.

The best solution to hypothermia, of course, is to prevent it from happening. Keep your home warm enough so additional layers of clothing or bedding will prevent the first chill. Your doctor is your best source of additional information on hypothermia.

Back Drafting: In our efforts to reduce heating costs, many of us have turned to woodburning fireplaces and stoves as supplementary sources of heat along with natural gas furnaces. It's a good idea, but many homes are often too tight to provide adequate air for the safe peration of open flame heating systems (fireplaces, wood/coal pes, natural gas furnaces, etc.). We feel that everyone should try to conserve energy, but after you weatherize you may need to add a combustion air source to prevent back drafting.

Fireplaces require a lot of air. If there is not enough air to satisfy the requirements of a fireplace or wood stove as well as a furnace or water heater all burning at the same time, the fireplace draft can pull toxic combustion products from these gas appliances back into the living area. This condition can seriously endanger health. The products of combustion (which may contain carbon monoxide) must be continuously removed while the fireplace or stove is operating. In fact, any device that exhausts air from the home (including kitchen or bathroom exhaust fans) can contribute to the back drafting problem.

<u>To Check for Back Drafting:</u> Start a fire in the fireplace on a cold day and after a few minutes, touch the vent pipe of the furnace, water heater, or any space heater. (Careful, they may be very hot!) If the vent is cold, your fireplace could be creating a dangerous back draft. Turn down the thermostats and water heater temperature controls, let the fireplace burn down and call a heating contractor or a Montana-Dakota serviceman.

Anyone requiring lifesustaining equipment must have an emergency standby power supply.

### Life-Sustaining Equipment...Please read carefully

Life-sustaining equipment includes any electrically operated support system.

If you are a landlord with tenants using such equipment, please advise them of the safety equipment requirement to have an emergency standby power supply.

Montana-Dakota does everything possible to provide reliable service. But, because of weather, mechanical failure, and other circumstances beyond our control, we cannot guarantee uninterrupted electric service.



Before You Dig: If you plan on digging on your property for any excavating, to plant trees or shrubs, or to put in fence posts, please call the applicable one-call centers two working days prior to digging to have your service lines located, (see left hand column).

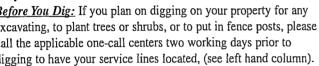
There is no charge during normal working hours. You should have the service line located before you begin any repairs to water or sewer lines, foundation for additions to your house, constructing a fence, planting trees, pouring a patio or driveway, or any other

We sincerely hope that you will always call for location of your

Montana-Dakota operates and maintains all gas piping through your gas meter in accordance with Federal Gas Pipeline Safety Regulations. But buried gas lines downstream of the meter are your responsibility and subject to the same inspection and maintenance requirements as similar company-owned lines. That is, they must be monitored for corrosion and leakage. If unsafe conditions are found,

When excavating near buried gas piping, the piping should be located in advance and the excavation around the piping must be done by hand.





excavation which requires deep holes or trenches on your property.

service lines before you start digging so that damage to the service line can be avoided. But, should you damage your service line, ey if only the pipe coating is damaged, please call 1-800-MDU-FAST (1-800-638-3278) and have someone inspect and repair the damage immediately. Never backfill or cover a damaged line until repairs have been made by Montana-Dakota. Damaged lines may corrode causing them to leak in the future and possible harm your family.

Buried Gas Line: If you have a buried gas line to your garage, shop, barbecue grill, gas light or any other location, United States Department of Transportation rules effective on August 14, 1995, apply to you.

buried lines must be repaired or disconnected.

er The Storm:

- Storms can down power lines. Storm-downed lines should always be considered dangerous - so stay at least six feet away.
- Power lines draped over highway barriers or fences can energize them for great distances. Don't touch anything that's in contact with the wire.
- If a power line falls on your car, stay in your car. You're safe as long as you do.
- Never try to cut fallen wires.
- Consider every fallen wire dangerous. Report it to authorities or call Montana-Dakota.

#### To help insure uninterrupted gas service to your home:

- Keep gas meters and regulators free of heavy accumulations of ice or snow.
- Do not strike meter when using snow blower, blades
- Do not place metal objects close to the meter set.

Heavy snows, ice falling from eaves and various other problems can cause meters to snap off customer piping and interrupt service. Snow covering meters may cause the meter safety equipment to shut off service to your home.

If your natural gas service is interrupted, for any reason, please call We appreciate your cooperation.

Dog Days: On an average day, our meter readers visit 10,000 homes and businesses in our service area. Each day several will have painful skirmishes with a family dog and some will require medical attention.

We understand that dogs are being loyal and protecting their turf, but, that loyalty can cause you a lot of hassle. If your dog blocks access to your gas or electric meter, you may receive an estimated bill. If your pet bites one of our meter readers it could be impounded for medical tests.

You can avoid a lot of inconvenience and, at the same time, help us serve you more efficiently by following a few simple tips:

- Try to be aware when we will be reading your meter and take special precautions around that time. You can estimate when we will be at your house by looking at the "Reading Date" entry on your utility bill. We'll read about the same day each month.
- Secure pets well away from your meter(s) and place their food and water away from the meter.



Montana 1-800-424-5555

North Dakota 1-800-795-0555 

South Dakota 1-800-781-7474

Wyoming 1-800-849-2476









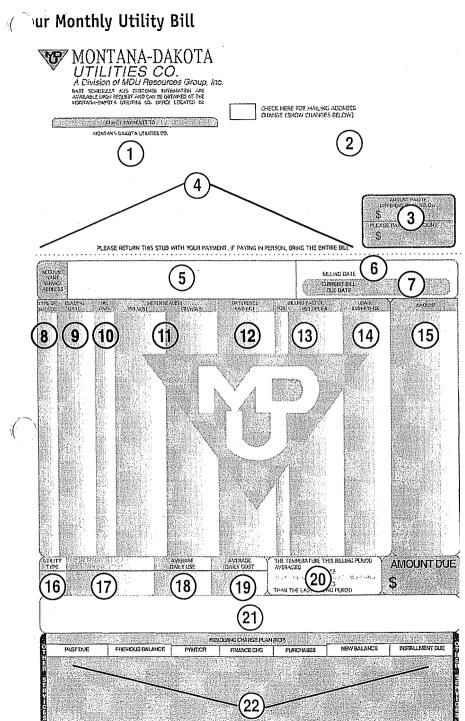
In general, try to give us clear access to your meter(s). Dogs are the most hazardous obstacles, but not the only ones. Please avoid hanging ropes and garden hoses around the meter. Trim bushes, shrubs and large flowers so they don't completely cover the meter.

### Special Services for You...

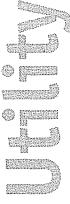
In addition to utility service and programs mentioned earlier in this booklet, Montana-Dakota offers other services. Visit the nearest Montana-Dakota office for further information or call us at 1-800-MDU-FAST (1-800-638-3278).

<u>Programs and Speakers:</u> A variety of subjects are available at no charge to civic groups, senior clubs and other organizations.

<u>Gatekeeper Program:</u> Many Montana-Dakota employees are trained to recognize possible problems with elderly and disabled customers. Those employees alert local social service agencies when the well-being of those customers appears to be threatened.







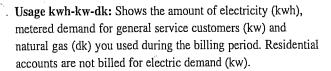
### How to Read Your Utility Bill

Upper Portion (Return with payment)

- 1. Address of the Montana-Dakota payment processing center.
- 2. Your name and mailing address.
- 3. **Pay This Amount:** The amount you owe Montana-Dakota for this billing period.
- 4. Tear horizontally along perforation. The entire stub (upper portion) is to be returned to Montana-Dakota with your payment for prompt crediting of your account.

Other numbers and letters that appear on the upper portion of your bill are for Montana-Dakota office purposes only. Please do not write on or make any marks on the upper portion of your bill.

- 5. Account Name and Service Address: This number and name identifies your account on our records. It is the address where natural gas and/or electricity is used. We can serve you faster if you have this information available when you inquire about your bill.
- 6. Billing Date: The date this bill was printed.
- 7. **Due Date:** The date your bill for this month is due. A late payment charge may be added to overdue bills.
- 8. **Type of Service:** A two-letter code indicates your type of service. An explanation of your code(s) can be found on the back of your bill.
- 9. Reading Date: The date your meter was read.
- 10. Number of Days: The number of days between your present and previous meter readings. It shows the number of days of service covered by this bill.
- 11. **Meter Readings:** These numbers are the dial readings which appear on the face of your meter.
- 12. **Difference**: The amount of natural gas or electricity consumed. It is derived by subtracting the previous meter reading from the present meter reading.
- 13. Billing Factor (natural gas only): You'll notice a "TF" is displayed in the "for" column and a factor in the "multiplier" column. "TF" stands for thermal factor. A thermal factor is a combination of the energy content of the gas and the average atmospheric pressure at your location. The volume of natural gas displayed in the "difference" column is multiplied by the thermal factor to provide the total décatherms (dk) used.



- 15. Amount: Your total price for electricity, natural gas or other services.
- 16. Utility Type: Natural gas and/or electric.
- 17. Electric Cost of Fuel Adjustment (FCA) and Purchased Gas Adjustment (PGA): The adjustments are shown per kilowatt-hour or per decatherm of natural gas used. These adjustments reflect changes in the cost of fuels and natural gas purchased by Montana-Dakota. Montana-Dakota receives no profit from these charges. FCA and PGA changes are subject to review by the state regulatory commissions.
- 18. Your Average Daily Usage This Month: This figure shows your average daily usage of electricity and/or natural gas during the current billing period.
- 19. Your Average Daily Cost This Month: This value shows how much it cost you for electricity and/or natural gas for the average day during the current billing period.
- Temperature differences: This column compares the average temperature of the current billing period to your average temperature last month as well as last year.
- 21. Inquiries: For any inquiries about your Montana-Dakota bill, use the address and/or telephone number listed here.
- 22. Other Services: This part of the bill shows any business, other than the amount due for your natural gas or electric utility service. For example: you may have purchased a new appliance or had service call. If you have questions about your bill, call 1-800-MDU-FAST (1-800-638-3278). We'd be happy to help you better understand our billing procedures.

#### Payment & Billing Options

By mail: A return envelope is included with your bill. Don't forget to include the upper portion of your bill along with a check or money order. It is not a good idea to send cash through the mail. To ensure crediting to your account, please put the proper stamp on your envelope or the Post Office will return it to you.

In person: At your nearest Montana-Dakota office. Please bring your utility bill with you.

At payment drop boxes or local merchants: Which are authorized by Montana-Dakota to accept your payments. Call 1-800-MDU-FAST (1-800-638-3278) to find out if you can pay your bill in your community.

Direct bank payment: Our "Easy-Pay" plan allows you to have your bill automatically deducted from your bank account.

#### Here's how it works:

Each month you'll receive your Montana-Dakota bill as usual. Then 14 to 18 calendar days after the billing date, your financial institution will deduct your payment from your checking or savings account.

By taking advantage of Easy-Pay, you will be saving on postage and additional check writing. Best yet, the service is free.

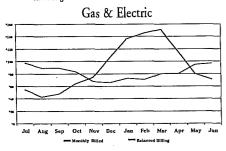
Balanced Billing: Balanced Billing takes the guesswork out of budgeting and levels out your monthly Montana-Dakota bill so you can reduce fluctuations brought on by changes in weather and the price of energy.

#### Here how it works:

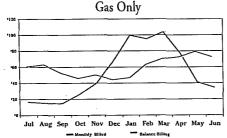
With Balanced Billing, your monthly natural gas bill is based on your average usage over the past 12 months at the current price of natural gas or electricity.

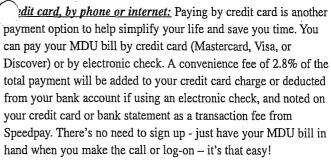
Balanced Billing is a free service. To learn more or enroll call 1-800-MDU-FAST (1-800-638-3278).

Example: The following graph is an illustration of how an actual MDU natural gas and electric customer's bill looks like on Balanced Billing - and what it would look like without balanced billing.



Example: The following graph is an illustration of how an actual MDU natural gas customer's bill looks like on Balanced Billing - and what it would look like without balanced billing.





#### Here how it works:

Each time a payment is authorized, by phone or on-line, you are reminded of the convenience fee and given the opportunity to accept the fee or end the transaction, Payments made after 4:00 PM Central Time will be processed the next business day. Services are provided by Speedpay.

#### Why Your Monthly Bills Vary

There are many reasons why your utility bill may vary from month to month. Here are some examples:

Weather: Cold, windy weather forces your furnace to provide more heat to keep your home comfortable. Likewise, hot, humid summers cause your air conditioner to use more energy to cool your home.

niger Nights: Winter months bring shorter days and longer nights, Aich mean you'll have more indoor activity and use more energy.

Change in Life-style: House guests, illness, new baby, and so on can mean more showers, more laundry and more cooking. Each increases energy use, even if only for a short time.

Vacations: Your home will probably use less energy when you're away. But, remember your refrigerator, furnace and other appliances continue to operate (and use energy) while you are gone.

Appliances: Adding appliances or appliances that need cleaning or repair usually use more energy.

Seasonal Uses: Car engine heaters that help start your car in the winter or the extra refrigerator you use to cool additional food and beverages are examples of items that could increase your bills during various times of the year.

Number of Billing Days: Your billing days may vary. The more days you've used energy, the higher your bill will be: Your utility bill tells you how many days your bill covers.



Other Services: You may have incurred a charge for some service or purchased an appliance from Montana-Dakota. These costs added to your regular charge for energy will increase the total amount of your bill.

Why is my utility bill different from my neighbor's?

**Housing Differences:** The type of construction, size and location of a house have a lot to do with how much energy it uses. A large, well-insulated house protected from the wind may use less heating energy than a small, poorly insulated house exposed to cold winter gusts.

<u>Differences in Occupancy:</u> A dwelling's utility costs are also affected by its number of occupants, their ages and living habits. Since preferences in room temperatures, laundering, bathing and cooking styles differ among households, differences can be expected in the amount of energy used.

<u>Appliances:</u> The number and size of appliances found in a home and how often they are used can significantly affect energy usage, especially electricity.

<u>Life-style:</u> People who stay-at-home tend to use more energy than those who are out frequently.

What to Do if You Have Trouble Paying

Montana-Dakota is concerned when customers have difficulty paying their utility bills. If you experience trouble paying your bill on time, call us.

<u>Payment Arrangements:</u> Payment arrangements can be made to help get your payments back on schedule. The amount of each payment is based on: the amount of the unpaid balance; the customer's ability to pay; the customer's payment record; and the length of time the bill has been outstanding.

**Energy Assistance:** The federal government provides funding to each state to assist low-income households in paying their energy bills. In some areas, there are also private, charitable funds available for emergency assistance. Montana-Dakota can direct you to the agencies responsible for these programs.

<u>Weatherization Programs:</u> Assistance is available through some government agencies to weatherize eligible low-income homes.

ding insulation, caulking and weather stripping are examples of the weatherization measures available at no cost to the homeowner. The added measures not only reduce the home's heating needs, but also improve its comfort.

Third Party Notice: Any Montana-Dakota customer can voluntarily select another person to be notified before utility service is disconnected. This "third party" is selected by the customer and usually is a friend, relative, clergyman or government agency. The third party program is strictly confidential.

The purpose of the third party is to make sure the customer receives and understands the disconnection notice and to help take action to prevent disconnection. Your local Montana-Dakota office will start the program after receiving a request from you or another responsible person.

#### When You Want to Contact Us...

Montana-Dakota Utilities Co. has a convenient 1-800 number. You can rely on knowledgeable employees to answer your questions. For all your utility needs, call 1-800-MDU-FAST (1-800-638-3278).

#### When You Want to Contact the...

blic Service Commission/Public Utilities Commission
wontana-Dakota considers it a privilege to serve you. Serving you
quickly and efficiently is important to Montana-Dakota and we
encourage you to contact us whenever you have a question or a
problem with your utility service.

Your state's Public Service/Utilities Commission regulates Montana-Dakota and is available for consultation on utility matters. You may call the office in your area (see right hand column).

#### Your Rights & Remedies...

The Public Service/Utilities Commission (Commission) in each state has established rules for you and Montana-Dakota, which must be followed before your utility service may be disconnected. Montana-Dakota provides you this information to advise you of your rights and to tell you how to avoid having your natural gas and/or electricity service disconnected. If you would like additional help in understanding the rules, please call us at 1-800-MDU-FAST (1-800-638-3278).



North Dakota Publi Service Commission 1-701-328-2400 Bismarck, ND 58502

South Dakota Publ Utilities Commissic 1-605-773-3201 Pierre, SD 57501

Wyoming Public Service Commissio 1-888-570-9905 Cheyenne, WY 82002 We do not like to disconnect or refuse service to a customer, but (sometimes we must.

Some reasons for involuntary disconnection are:

- You have not paid your bill on time. Bills are due when received and become delinquent if they are not paid by the due date shown on the bill. If you cannot pay your Montana-Dakota bill on time, please call us at 1-800-MDU-FAST (1-800-638-3278). Arrangements may be made for payment of bills before a notice of disconnection of service is necessary. (See page 16.)
- 2. It has been determined that the meter or other equipment installed by Montana-Dakota has been tampered with, there has been a diversion of services, natural gas or electricity have been utilized before the energy has passed through a meter installed by Montana-Dakota, or a condition dangerous to life and property exists on your premises.
- 3. Safety is important to Montana-Dakota, that's why we enforce building codes pertaining to installation and operation of equipment and appliances, or for use of equipment which interferes with or affects the service to other customers. You will be given reasonable opportunity to change or disconnect such equipment.
- 4. Warning notice process. Prior to your service being disconnected, Montana-Dakota will give you written notice shut-off. This notice will inform you of the necessary action required as well as a specific date that the action needs to be completed in order to avoid the pending disconnection of service.

After being notified, you may prevent disconnection by one of the following:

- Paying the delinquent bill in full any time before actual disconnection of service takes place. The payment can be delivered to your nearest Montana-Dakota office.
- 2. Contact us to discuss a deferred installment agreement with Montana-Dakota for payment of the delinquent bill. If you enter into a deferred installment agreement, you must pay the delinquent account on or before the date specified in accordance with the deferred installment agreement plus the current bill. If you default on the terms of the installment payment agreement, Montana-Dakota may discontinue your service. You also have the opportunity to enter into an average monthly payment plan for future service. This is called the Balance Billing payment plan. (See page 14 for more details).

#### outes

Aný time you receive a service bill from Montana-Dakota which you feel is wrong, please call us at 1-800-MDU-FAST (1-800-638-3278).

You have the right to dispute your service bill before the Commission. You may choose one of two ways:

- Pay the disputed bill to Montana-Dakota under protest, to prevent disconnection for non-payment. Montana-Dakota will notify the Commission of the dispute and Montana-Dakota will refund any part of the payment made under protest found by the Commission to be in error.
- 2. Request a formal hearing before the Commission on the dispute and Montana-Dakota will not disconnect service for non-payment of the disputed portion of the bill until a final decision has been issued by the Commission.

#### Reconnection Process

If your service has been disconnected for nonpayment of a bill, you will be required to pay a reconnection fee; make an initial or additional deposit if required; and make a satisfactory settlement for the delinquent bill and for service rendered between the last reading date and the date service was disconnected.

### nnecting & Disconnecting Service...

try to make it as convenient as possible for you to begin or end natural gas and/or electric service. Here are some tips that will make it easier:

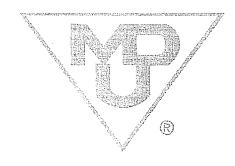
- Call 1-800-MDU-FAST (1-800-638-3278) and let us know the date you want service to start or stop. Please contact us as far in advance as possible.
- Access to your home may be required in order to start or stop service. Arrangements will be made when you contact us.
- Your deposit, if required, will be returned to you after 12 months if you have established a prompt payment record.
   Interest is payed on all required deposits. Customers who have established a good payment record will not be required to provide a deposit.
- If you request that we start or stop service during working hours there is no charge, provided that this service has not been previously requested within the past year.



Notes:			
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Other	important	numbers:
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Hospital:		-		
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In the Community

to Serve®



In the Community to Serve®

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

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

Section No. 6

1st Revised Sheet No. 7.1

Canceling Original Sheet No. 7.1

#### CUSTOMER INFORMATION BOOKLET

Page 2 of 2

#### **CUSTOMER INFORMATION BOOKLET**

ADDITIONAL CUSTOMER INFORMATION FOR **SOUTH DAKOTA CUSTOMERS** Montana-Dakota Utilifies Co. (Montana-Dakota) is regulated by the South Dakota Public Utilities regulated by see south part and a second 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 slate

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.

Whenever a customer arhises 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:

- investigate the dispute promptly.
   Advise the customer of the Investigation and its result

Attempt to resolve the dispute.
 Withhold disconnection of service providing the customer pays the undisputed portion of the bit.
 If the dispute is not resolved Montana-Dakota

must notify the customer that the customer has the right to appeal to the South Datota Public Utilities Commission within ten (10) business days after the disconnection notice was sent for resolution of the dispute.

The commission is available for consultation, you may write or call; South Dakota Public Utilities Commission

Capitol Building Pierre, South Dakota 57501

1-605-773-3201 CREDIT AND DEPOSIT POLICIES

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

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

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

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

1. Make a cash deposit not to exceed one-sixth (1/6) of the estimated annual bill. Deposits will earn seven percent (7%) simple interest per year from the date of the deposit to the date of refund or disconnection. 2. Provide a guarantor (residential only).

Be placed on an early payments list wherein the customer agrees to pay the bill for utility services within live (5) business days after it is received.

are (d) obtained supply a mark is successful.

A non-residential customer may also provide a letter of credit, post a surely bond, or negotiate another option with the Company.

An axisting customer will be given notice of not less than fitnen (15) days that a deposit, guarantor, or early

payment is required.
REFUSAL AND DISCONNECTION POLICES

Naturally, If your trilling hill is not paid within a reasonable length of time, you cannot expect to continue to receive natural gas or electric service from Montana-Dekote

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: notice device such action is taken in the reason a:

1. Non-payment of your wifty 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 certification of the contraction of the contraction of the certification o

the credit requirements You have violated Montana-Dakota's rules on file with the South Dakota Public Utilities Commission. These rules are available for your inspection at the Montana-Dakota office noted on your utility bill. 4. You have broken the terms of the contract for service with Montana-Dakota or have failed to furnish those things necessary to obtain utility service. 5. You have failed to allow Montana-Dakota

employees access to company equipment located on your premise for meter reading, inspection, maintenance, replacement of equipment or to conduct investigations for hazardous conditions.

6. Unauthorized use of Montana-Dakota's equipment or tempering 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:

 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-Datota will send you a writien 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 bone fide and just if the customer does not pay the undisputed

portion of the bill and does not, after notice of their right to do so, contact the commission with the unresolved dispute within ten (10) working days after the disconnection notice was sen ants an occommend nonce 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-tanant 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 surned down this offer. Montana-Dakota will not ask the lenant to pay any outstanding bills or

other charges owed by the landford.

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 data. 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 aggresse

an existing medical emergency of the customer, a member of his family or other permanent resident of member to his railing or sense portions the premise, Montana-Dakota will postpone disconnection of services for 30 days from the data 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: Who will not pay a debt to another utility, or a debt for another class of service, or a debt for other ueus for another class or service, or a debt for othe bills not based on filed rates or charges; 2. For non-payment of a bill for which he or she is quarantor;

3. Asking for service in a dwelling where the former

occupant was delinquent;

4. Who is living with someone that is in debt to Montane-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 attempts are being made to pay the debt of that

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

Date Filed:

May 18, 2004

**Effective Date:** 

January 6, 2004

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

# W.

### Montana-Dakota Utilities Co.

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

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

Section No. 6

1st Revised Sheet No. 8

Canceling Original Sheet No. 8

### DISCONTINUANCE NOTICE FOR UNAUTHORIZED USE OF SERVICE

Page 1 of 2

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

NOTICE TO CUSTOMER:	
Today we inspected your gas/electric service	ce installation. This inspection has revealed that you are
obtaining unauthorized gas/electric service	at the address shown below. Under rules and regulations
filed with, and approved by, the Public Utili	by Commission of, service can
be terminated because of this irregularity. I	o avoid discontinuance of service bring this card to our office,
no later than	, at the address shown below, and we will discuss the
conditions under which your gas/electric se	
MONTANA-DAKOTA UTILITIES CO.	Date:
Address:	
Telephone No.:	<u> </u>
•	Meter No.:
	Employee:

Date Filed:

June 7, 2004

**Effective Date:** 

Service Rendered on and after December 1, 2004

Issued By:

Donaid R. Dai

Asst. Vice President-Regulatory Affairs

Docket No · NG04-004

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

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

Section No. 6 Original Sheet No. 8.1

# DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS

Page 2 of 2

### MONTANA-DAKOTA UTILITIES CO. DISCONTINUANCE NOTICE

NOTICE TO CUSTOMER: Today we inspected your gas/electric servi	ce installation and under rules and regulations filed with, and
approved by, the Public Utility Commission	of, we are legally authorized
to discontinue service due to an irregularity	In order to have your service restored, bring this card to our
office, at the address shown below, and we may be restored.	e will discuss the conditions under which gas/electric service
MONTANA-DAKOTA UTILITIÈS CO.	Date:
Address:	Customer:
Telephone No.:	
	Meter No.:
	Employee:

Date Filed:

June 7, 2004

**Effective Date:** 

Service Rendered on and after December 1, 2004

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

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

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

Section No. 6

Original Sheet No. 9

Canceling Vol. 1 Original Sheet No. 12

#### THIRD PARTY NOTICE

Page 1 of 1

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

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

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

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

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

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

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

#### MONTANA-DAKOTA

In the Community to Serve

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

Customer Name: (Pi	ease print)	
Address:		
City:	State:	Zip:
Account Number from		
		s my permission to providenation from the party
Customer Signature:		•
Date:		-
Name of Third Party	·	•
Address:		
City:	State:	Zip:
Telephone Number: _		
,		

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

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

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December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

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Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 10

Canceling Vol. 1 Original Sheet No. 13

#### **DEFERRED INSTALLMENT AGREEMENT FORM**

Page 1 of 1

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Address:			Delinquent Bill:	•
			Current Bill:	
ecount Number:			Total Bill:	t
			Security Deposit:	*
			TOTAL:	*
		PAYMENT ARRANGE	MENT	
Amount		Due Date		Date Paid
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			_	
_			Date:	
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Customer Signature: Customer signature is req	uired even if submi	itted by Third Party)	Oate:	
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		itted by Third Party)	Date:	
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Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

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

#### CONTINUOUS SERVICE AGREEMENT

Page 1 of 1

(N)

**997 MONTANA-DAKOTA** UTILITIES CO.

#### in the Community to Serve CONTINUOUS SERVICE AGREEMENT

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

- 1. RECTIATION. The Undersigned (bereinsiter referred to as "Customer") is the Financially Responsible Party (Le. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinsiter referred to as "Properties") which may be occupied by others (hereinsiter referred to as "Tenants") from time to time. Mantame-Dakob Utilitier Co., (hereinsiter referred to as the "Utility") consider Status (as and/or Electric services) thereinsiter referred to a França Services') to the location of the Properties in accordance with the starts of tariffs filed with the state regulatory agency of the judicition is which the Properties are located, the Agreement is Intended to assure continuous Energy Services to the Properties during periods in which a Yonest has not arranged for or has falled to maintain energy services.
- This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") TEBM. This Agreement between the Utility and the Contorner is effective as of the date (hereinsite referred to as the "Effective Date") that it is processed by the Utility. For electronic communication purposes, the Costomor must provide an active small address prior to processing. Utility will provide a mail notification that the Agreement has been processed. This Agreement will continue in affect until cancelled by either party upon the (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement that have energy services activated prior to or on the Effective Date. Certification of this Agreement does not relieve the Customer from its obligation to pay for any timetry Service charges incurred under this Agreement prior to the effective Date in the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A Customer and I not be eight to the event the Customer cancels this Agreement for a period of 12 months with respect to those Properties that were canceled. 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.
- 3. RESPONSIBILITY. The Utility surces to provide Energy Services at the Properties specified by the Customer between accupancy 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 (neurod during portiods in which a Tenant has not assured responsibility for payment of Energy Services to the Properties.

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 Financh is denied Energy Service, or Energy Services to the Tenanch 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 as the request of the Customer for any other reason will suminate the Agreement.

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. In addition to the above terms of service, if a Tenant account at such a Property is discontinued for Nonpayment of Services, [ ] 100 [ ] 100 MOT request the Utility to continue Energy Services at the Property and billine 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 termina is the Property.

5. CHANGES AND PERFIONS. 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. Sorvice Property Locations.

By signing this Agreement as the Customer, it is understood that the Customer is authorised to start or dop Energy Services, make additions or defections of Properties to this Agreement, and Agreement, Data Agreement, Data personal authorized to act on behalf of the Customer under this Agreement are shown on Exhibit 8 which may be amended by Customer upon receipt of written notice by the Utility.

- 6. MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties and superades all prior Agreements and understanding relating to continuation of Energy Services to any of Customer's properties prior to the affective 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 accept as set forth herein.
- 7. <u>Habilty Limitation.</u> The horeity of the limity binder this agrithent shall be emitted to direct actival bamages of customer not to exceed 5000 and definer party shall be responsible for special, incidental, exemplary, or considuration damages on any commercial loss of any kind directions of this mess of propty. This direction and the contidential damages on any commercial loss of any kind directions of fixed by propty. This direction and all claims with based on direct of express on implicit warranty, indirection continued, incident, incidented, strict lurbility intort, drifter feor, theory.
- SIGNATURE This Agreement must be signed by the Eurtomer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes figuantial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION <u>Please Pript</u> (\* An astorisk indicates that the information is required for processing.) E-mail Address: \*Social Security Number (Enter an active e-mail) address for electronic communication purposes.) \*Business Tax ID Number: Spouse/Partner Name: \*Emergency Contact Name: • Bliffing Address: \_ \*Citys \_ \*5tate: \_\_\_\*Zp: \*Emergancy Phone Number: (\_\_\_\_)\_ Primary Contact Phone: Emplayer Name: Cell Phone: Work Phone: (\_\_\_ Customer Printed Name: Signature Processed by: Date: Continuous Service Agreement Form - Rev. 03-21-2012

(N)

Date Filed:

July 3, 2012

Effective Date:

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Issued By:

Tamie A. Aberle

Regulatory Affairs Manager

Docket No.:

GE12-003



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

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

Section No. 6 1<sup>st</sup> Revised Sheet No. 12 Canceling Original Sheet No. 12

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Asst. Vice President-Regulatory Affairs

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

Section No. 6

1st Revised Sheet No. 13

Canceling Original Sheet No. 13

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

Page 1 of 1

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

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

	(Date)
The Montana-Dakota Utilities Co	
Manual Control	
(CE), Sinon 20 Code	•
For value received, I.	, do hereby absolutely guarantee to pay to
(Nam	no of Guaranner; spini, upon its request and at the location listed above, the outstanding
	in the event that Customer's bill for natural gas sadder
elance accrued by(Name of Cust	Louist
ectricity provided by Montana-Dakota at .	(Costomer's Service Address) is not paid
rhen due; however, Hability under this Guar	rantes, other than the collection costs noted below, shall not exceed the
um of 8 As Guerent	or, I request copies of all discounset notices sent to the Customer.
Linkston mades this Guerrates shall be	gin on, 19, and shall continue until
	ectric service when due in a prompt and satisfactory manner for twelve
natomer has paid for natural gas and/or ele	ectric service when due is a prompt and satisfactory manner for twelve ile Service Commission or Public Utilities Commission rules. I expressly
Customer has paid for natural gas and/or ele- consecutive months in accordance with Publi waive receipt of notice of Montana-Dakota's	ile Service Commission or Public Utilities Commission rules. I expressly a acceptance of my guarantes.
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Customer has paid for natural gas and/or el- consecutive months in accordance with Publi waive receipt of notice of Montana-Dakota's I also agree to pay any and all costs the syunt legal action is required or becomes nec- me under this guarantee, I agree to pay all is a reasonable.	ile Service Comminsion or Public Utilities Commission rules. I expressly a acceptance of my guarantes.  It Mostans-Dakota may incur in the collection of this guarantes. In the sessery to collect the outstanding balance accrued by the Customer from legal fees, including attorneys' fees, in the amount the court determines IREFULLY READ THE ABOVE GUARANTEE AGREEMENT AND IT.  GUARANTOR:  (Signature of Guaranter)  (Guaranter's Mailing Address)  (Guaranter's Street Address—If Different than Mailing Address)

Date Filed:

June 7, 2004

**Effective Date:** 

Service Rendered on and after December 1, 2004

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

NICOA-00A

# NP/

### Montana-Dakota Utilities Co.

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

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

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

#### **DEPOSIT WARNING LETTER**

Page 1 of 1

#### DEPOSIT WARNING LETTER

MONTANA-DAKOTA UTILITIES CO. A Division of MDU Resources Group, Inc.	
Address Tel.	<del></del>
	Date:
	RE: Account
•	
	(Service Address)
Dear:	
	id your utility service not be paid by the due date lities Co. will require you to pay a deposit of old having to make this deposit.
Thank you.	
Si	scerely,

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

**Docket No.:** 

# NO.

#### Montana-Dakota Utilities Co.

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

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

Section No. 6

Original Sheet No. 15

Canceling Vol. 1 Original Sheet No. 18

#### **DEPOSIT REQUEST**

Page 1 of 1

DEPOSIT	REQUEST

MONTANA-DAKOTA UTILITI A Division of MDU Resources Group.	
Address Tal.	
· "	DEPOSIT REQUEST
	Date:
	RE: Account
	(Service Address)
on your bill, a deposit would be required your payment history has not been as	tisfactory. This mekes it necessary for us to request a deposit
of 8 or an addition	al deposit of 8to assure payment of your
	et ofpercent per year will be refunded to you
after you have paid your monthly b	sills promptly for twelve months. If the deposit requested
above is not paid on or before	, action to discontinue service
will be taken.	
Name:	Sincerely,
Mailing Address:	<u> </u>
	(MDU Representative)
	3087715-821 Max. 4481

Date Filed:

December 30, 2002

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after December 2, 2003

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Donald R. Ball

Asst. Vice President-Regulatory Affairs

**Docket No.:** 

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

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

Section No. 6.

1st Revised Sheet No. 16

Canceling Original Sheet No. 16

#### FINAL NOTICE PRIOR TO DISCONNECT

Page 1 of 1

MONTANA-DAKOTA UTILITIES CO

Account Number:

**FINAL NOTICE** 

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

Date:

Service Address:

YOUR SERVICE ACCOUNT IS SERIOUSLY PAST DUE.

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

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

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

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

UTILITY: DEPOSIT:

PAST DUE \$0.00

CURRENT

**ACCT BALANCE** 

\$0.00

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

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

Date Filed:

June 7, 2004

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Asst. Vice President-Regulatory Affairs

Dacket No :

NG04-004



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

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

Section No. 6 Original Sheet No. 17

#### INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 1 of 4

#### INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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

WITHESSETH: 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 mater the quantity of natural gas delivered to Customer at the delivery point. Such quantities will be conclusive upon both parties unless such mater 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 nacessary by Company pursuant to Rates 71 or 85 and 100.

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

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Docket No.:

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

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

Section No. 6 Original Sheet No. 17.1

#### INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 2 of 4

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

- 4.1 TAXES. In addition to the rates specified above, Company shall collect from Customer and Customer agrees to pay Company any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.
- 4.2 INTERRUPTIBLE SALES GAS SERVICE. Service under Rate 71 and Rate 85 is dependent upon the availability of capacity on Company's system and prior demands of customers served under Company's general service gas rates. Customer agrees to accept service hereunder in accordance with Company's "Rate Schedule" as specified in Exhibit "A" of this Agreement.
- CHANGE IN DAILY OPERATIONS. Customer agrees to notify Company of changes in Customer's natural gas requirements as specified in attached Exhibit "A". Company shall not be obligated to provide daily and annual requirements in excess of the daily and annual quantities set forth in Exhibit "A" unless Company, in its sole discretion, determines that increased quantities are available, and all quantities hereunder shall be subject to interruption and service priorities as provided in Rate 71 and Rate 85.
- FIRM NATURAL GAS REQUIREMENTS. Customer agrees to accept service hersunder 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 PORCE 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 continuence 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 hersunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's posses-

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Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 17.2

## INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 3 of 4

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

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

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 WITHESS WHERROF, the parties have duly executed this Agreement as of the date and year above written.

CUSTOMER

COMPANY

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

Byı

**是一个一个特殊的企业的企业的企业,** 

Title:

MATERIAL STATE OF THE STATE OF

Witness

THE REPORT OF THE PARTY OF THE

Titles

WILLIAM J. HURTHER

Director of Marketing & Customer Services

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

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

Issued By:

Donald R. Ball

after December 2, 2003

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 17.3

### INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 4 of 4

### INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

This document is an attachment to the Interruptible General Gas Service Agreement dated 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 interruptible natural gas service to its facility

Dalivery Point

Rate Schedule

Rate\*

Berlin.

Interruptible Delivery Point Quantity Per Day (dk) Annual Quantity (dk)

Interruptible Delivery Point

24

Maximum

建设。

Maximum

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

Customer must inform company of the date the Customer's facility will start

consuming natural gas as well as the date the Customer ceases consuming natural

gas. The Company must receive this information by 10:00 a.m. Central Clock Time the day prior to either issue listed above.

Accepted and agreed to this day of

By: Salakat Control of Representing

Accepted and agreed to this day of

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

By: Market Balling WILLIAM J. HUETHER Director of Marketing & Customer Services

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:



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

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

Section No. 6

Original Sheet No. 18

Canceling Vol. 1 Original Sheet No. 23

### REQUEST FOR FIRM NATURAL GAS SALES SERVICE

Page 1 of 1

REQUEST FOR FIRM NATURAL GAS SALES SERVICE

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

### · Daily Firm Service Requirements

路路路路 Dk/day January 设施的设施 Dk/day February 海通及游览区 Dk/day March April Dk/day Dk/day May Dk/day Липе Dk/day July Dk/day aber 强略描绘 Dk/day Dk/day 深觀路線 Dk/day December And 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.

### **科的电影和刘明宗温姆的**(1)(2)

By: Madematical Bullion Control of the

(Please print or type)

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

By: (Gas Supply Department)

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 19 Canceling Vol. 1 Original Sheet No. 24

### **GAS TRANSPORTATION AGREEMENT**

Page 1 of 8

### GAS TRANSPORTATION AGREEMENT

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

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

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

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

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

Receipt Point

Delivery Points

Rate Schedule Dk Maximum Delivery Point Quantity Per Day

Border Station

geografiak († 1822) Telegrafiak († 1822) Geografiak

- 2.1 DISPATCHING Customer will adhere to gas dispatching policies and procedures established by Company to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.
- 2.2 METERING AND MEASUREMENT Company will meter the quantity of natural gas delivered to Customer at the delivery point. Company will test meter in accordance with applicable state utility rules and regulations. In addition, the parties agree to the following testing and corrective procedures:

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Asst. Vice President-Regulatory Affairs

Docket No.:

# T.

## Montana-Dakota Utilities Co.

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

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

Section No. 6

Original Sheet No. 19.1

Canceling Vol. 1 Original Sheet No. 24.1

## GAS TRANSPORTATION AGREEMENT

Page 2 of 8

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

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

a. Using the registration of the Customer's meter, if installed and accurately registering within two percent (2%) (either high of low), or b. In the absence of accurate Customer metering, by making a calibration test or mathematical calculation, if the percentage of error is ascertainable, or

c. To the extent Customer's meter calibration test, or mathematical calculation described above cannot be utilized, by estimating by reference to quantities measured during periods under similar conditions when the Company's meter was registering accurately; or

d. To the extent the methods described above cannot be utilized, by estimating by reference to Customer's operating records for the period in question.

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

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

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

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Docket No.:



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

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

Section No. 6

Original Sheet No. 19.2

Canceling Vol. 1 Original Sheet No. 24.2

### **GAS TRANSPORTATION AGREEMENT**

Page 3 of 8

- 2.2.6 MAINTENANCE Bach party shall have the right to be present whenever the other party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts its meter. Each party shall give timely notice to the other party in advance of taking any such actions. Notice shall be addressed to Company's Gas Superintendent at Company's Case Office. Each party shall give at least 24 hours notice to the other party prior to undertaking the above-described activity.
- 2.2.7 CHARGES, PENALTIES, COSTS, OR EXPENSES To the extent that any penalties are incurred by Customer as a result of the inaccuracy of Company's meter greater than two percent (2%) (either high or low), Company shall be responsible for such penalties.
- 2.2.8 ELECTRONIC MEASUREMENT EQUIPMENT The Company's electronic (Metretek) measurement, used as a remote terminal unit for system operations, equipment is sxcluded from the requirements of Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, and 2.2.7. The estimated cost of the installation of electronic measurement equipment in conjunction with this Agreement is \$200.000. Customer agrees to provide this amount to Company at the time this Agreement is returned to Company for execution by Company.
- 2.2.9 RECORD EXAMINATION Customer shall have the right at all reasonable times to examine the books, records and charts of Company, for a two year period subsequent to the issuance in writing of a dispute invoice, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this agreement.

### 3.0 DEFINITIONS.

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

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

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

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

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

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

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

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

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

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Bismarck, ND 58501

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

Section No. 6

Original Sheet No. 19.3

Canceling Vol. 1 Original Sheet No. 24.3

### **GAS TRANSPORTATION AGREEMENT**

Page 4 of 8

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

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

- 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, ware, 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.

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

# V.

## Montana-Dakota Utilities Co.

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

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

Section No. 6 Original Sheet No. 19.4

### **GAS TRANSPORTATION AGREEMENT**

Page 5 of 8

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

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

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

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

CUSTOMER

COMPANY

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

OF THE SHADOW AND STORY

By: 24th augule 2011 Per Section 1

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

Title: The property of the pro

Title: Market State Control of the C

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

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 19.5

### GAS TRANSPORTATION AGREEMENT

Page 6 of 8

### 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's Total Interruptible Transportation Quantity: dk per day.

Customer's Total Firm Transportation Quantity:

The shipper(s) name is

STATE OF THE STATE

Customer hereby authorises 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 the day of the d

CUSTOMER

A CONTRACTOR OF THE CONTRACTOR

BY:

Representing

Accepted and agreed to this day of

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

By: William J. Huether

Director of Marketing & Customer Services

Date Filed:

October 24, 2003

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 19.6

### **GAS TRANSPORTATION AGREEMENT**

Page 7 of 8

# EXHIBIT "B" GAS TRANSPORTATION AGREEMENT

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

Rate

Term of Rate

STATE OF THE STATE

5.特别生活的体制在3.30%的基础的企业的是10%的

Accepted and agreed to this day of

BY: PARTY PA

Title

Accepted and agreed to this was day of the design and the same accepted and agreed to this

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

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

Date Filed: October 24, 2003

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:



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

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

Section No. 6 Original Sheet No. 19.7

### **GAS TRANSPORTATION AGREEMENT**

Page 8 of 8

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

This document is an attachment to the Gas Transportation Agreement dated

between Montana-Dakota Utilities Co. and Contana Covering

natural gas transportation service to Customer's facility located at

Daily Firm	Service Requ	irements
January	<b>是关系的</b>	Dk/day
February	HINE ROLL	Dk/day
March		Dk/day
April	SHAPE STATE	Dk/day
May	计图12000000	Dk/day
June		Dk/day
July	ALIGNA SERVICE	Dk/day
August	<b>经验证的</b>	Dk/day
September	THE PARTY OF THE P	Dk/day
October	THE PROPERTY OF	Dk/day
November	FERFER DOGS	Dk/day
December	STANSOCON	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 which was and expire on other party 30 days written notice of termination.

是如果的政府的政治的思维

By: WERE STATE OF THE STATE OF

By: (Please print or type)

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

(Gas Supply Department)

Date Filed:

December 30, 2002

Effective Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6

Original Sheet No. 20 Canceling Vol. 1 1st Rev. Sheet No. 26

## **CUSTOMERS AGREEMENT FOR GAS EXTENSION**

Page 1 of 2

(HIT(1941) INTERRUPTIBLE GAS SERVICE		
EXTENSION AGREEMENT (RATE 119)		
EXILIBION MONEEMENT (CONT. 110)		
HS AGREEMENT, made and entered into this day of	, by and	
NAMES MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware Corp	oration, 400 North Fourth	
treet, Blemarck, North Dekota, hereinefter called "Company," and	•	
hereinster called "Custom	er " whether one or more	
		•-
rHEREAS, Customer has requested that Company provide natural gas service to Customer at the following	, normal	
		•
ounty of; seek of; and		
/HEREAS, such service will necessitate the construction by Company of a gas main extension, and the Installation		
IOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereb		
. 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 a Company the required cost perticipation for the Project, in the sum of \$	be peid as follows:	
animon A not included an analysis and the control of the control o		
It is further agreed that after facilities have been placed in service, Company shall receivable the Custor	ner's cost pericipation as	
<ul> <li>It is further agreed that other facilities have been placed in service, company ones recommend and communities below.</li> </ul>	, p	
Final Actual Cost of Project		
Adjusted for Federal and State Income Taxes		
Primary Contractions		
Difference to be: Paid to Company		
Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash o	and the first for the Project	
<ol> <li>Interest will be peed by Company to Consomer on any refunds made to Consumer with two made in country.</li> <li>On any refund amounts, interest will be calculated annually by the Company at the rate required pursua</li> </ol>	nt to the Interruptible Ges	
Service Extension Policy Rate 119 applicable in the state in which the Project is localed.	•	
<ol> <li>"Project", as used in this Agreement, shall include the gas main extension(s), velves, service stub(s), o where applicable, regulators, meters (excluding electronic measurement equipment), any required payment</li> </ol>	r service line(s) complete sts.mede by the Company	
to the transmission pipeline company to accommodate the extension(s), and other costs as adjusted for a	oplicable federal and state	
income taxes.		
5. This Agreement applica only to Company-owned facilities and does not apply to Customer-owned gas ser not be liable for any damages on account of figure to or death of paraces, or damage to property, due to the	vice wies, Company snea e operation, meintenence,	
repair or replacement of the Customer's service line or customer-owned piping and equipment. All dulies is	nd Sebilities in this respect	
are sesumed by the Customer.	delicities of the measurement	
i. The following additional terms and conditions shall apply to Company's construction of a ges main and its facilities as follows:		
ACTION OF THE PARTY OF THE PART		
. The lollowing listed documents are attached hereto, and incorporated herein as part of the Agreement:		
a. Interruptible Gast Service Extension Policy, effective deta:		
a. Interruptible Gast Service Extension Policy, effective deta: b. Estimate of Construction Costs c. Map showing the route of the extension		
a. Interruptible Gass Service Extension Policy, effective deter: b. Estimate of Construction Construction d. Map showing the route of the extension d. Economic Analysis of the extension		
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b. Estimate of Construction Costs  . Map aboving the route of the extension d. Economic Analysis of the extension d. Economic Analysis of the extension l. This Agreement shall be binding upon and issues to the benefit of the parties, their respective autocess assignment of this Agreement by either party shall not relieve such party, without the written consent of obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the ye by the Compeny, or on the biolowing date, whichever is elect, if constant obspuri. If the Agreement expires, Compeny will refund any deposit made by Customer and, thereafter, from any and all further lability in connection with this Agreement. a. If, within the five-year period effect the extension(s) in service date, the total of customer's contribution Compeny equals or excessed the total present value of the revenue requirement associated with the extension of the amount exceeding the revenue requirement, in socordance with the interruptible Gas Rate 119. b. No return shall be made by Company to Customer after the the-year refund period has expired, and in excluding interest, exceed the amount of contribution made by the Customer.  MONTANA-CAKOTA UTILITIES CO.	the other, from any of the ser in which it was signed uction of the asterosion has all parties shall be releved and actual reprint the send actual region to the instance, the Company shall Service Extension, Policy in no case shall the refund,	
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**Date Filed** 

e Date: Service rendered on and

after December 2, 2003

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:

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

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

Section No. 6 Original Sheet No. 20.1

### **CUSTOMERS AGREEMENT FOR GAS EXTENSION**

Page 2 of 2

· · · · · · · · · · · · · · · · · · ·	
	M GAS SERVICE AGREEMENT (RATE 120)
THIS AGREEMENT, made and entered into this	day of, by and between
MONTANA-DAKOTA UTILITIES CO., a Division of MDU	Fraecurces Group, Inc., a Delawere Corporation, 400 North Fourth Stree
Bismarck, North Dakota, hereinafter called "Company," a	nd
***************************************	hereinafter called "Customer," whether one or more.
WHEREAS, Customer has requested that Company prov	ride natural gas service to Customer at the following location:
County of State of	, and
	Company of a ges main extension and the installation of the necessary lecities
	nents and agreements herein contained, it is hereby agreed as follows:
120 and Customer agrees that, prior to construction of	gas Project in accordance with the Firm Get Service Extension Policy Rat- sume, Customer will pay to Company the required cost participation for the , , to be paid as follows:
. It is further agreed that after facilities have been place outlined below.	d in service, Company shall receituate the Customer's cost participation as
Final Actual Cost of Project	
Less Maximum Allowable Investment (p	
Preliminary Cost Participation	
	Y
	Nomer \$
Interest will be paid by Company to Customer on any re On any refund amounts, interest will be calculated arm Extension Policy Rate 120 applicable in the state in wh	rfunds made to Customer who has made a cash contribution for the Project usily by the Company at the rate required pursuant to the Firm Gas Service ich the project is localed.
. "Project", se used in this Agreement, shall include the where applicable, any required payments made by it extension(s), and other costs excluding the distribution	gas main extension(s), valves, service stub(s), or service line(s) complete the Company to the transmission pipeline company to accommodate the meter and regulator.
This Agreement applies only to Company-owned facilities not be liable for any damages on account of injury to or repair or replacement of the Customer's service line or care assumed by the Customer.	as and does not apply to Customer-owned gas service lines. Company shall death of persons, or damage to properly, due to the operation, maintenence, ustomer-owned piping and equipment. All duties and liabilities in this respect
•	y to Company's construction of a ges main and installation of the necessary
	•
The following documents are attached hereto, and income, Estimate of construction costs	porated herein, as part of the Agreement:
b. Map showing the route of the extension c. Economic enalysis of the extension	
d. Firm Gas Service Extension Policy, effective date: This Agreement shall be binding upon and inure to the	: a benefit of the parties, their respective successors and sesigns; but the relieve such party, without the written consent of the other, from any of the
obligations undertaken by this Agreement. Further, this by the Company, or on the following date,	Agreement shall expire on December 1, of the year in which it was signed, whichever is leter, it construction of the extension has damy deposit made by Customer and, thereafter, all parties shall be releved.
mudmum ellowable investment, in accordance with the Company to Customer until the new applicants begin	
b. If after the aforementioned five-year period, the Custor been fully refunded by that time, the obligation of the of refunds exceed the amount paid to Company here.	ner's participation emount of \$has not Company to make refunds shall cases, in no event, shall the total emount ander.
	MONTANA-DAKOTA UTILITIES CO.
	A Division of MDU Resources Group, Inc.

Date Filed:

December 30, 2002

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

Issued By:

Donald R. Ball

Asst. Vice President-Regulatory Affairs

Docket No.:



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

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

Section No. 6

1st Revised Sheet No. 21

Canceling Original Sheet No. 21

### **GAS SERVICE ORDER**

Page 1 of 2

REGION	ORDER (Form 20927 Rev. 1	-01)	FARM TAP ACCO	UNT:YESNO	CUSTOMER ACCOUNT NO.:		
REGION	SERVICE ADDRESS					100 201000	
	TOWN		ISTATE	ADDITION	STUB WORK ORDER NO	DOC NO	
EFV:	TOWN		SIAIE	ADDITION RETIREMENT	SERVICE LINE WORK ORDER NO.	DOC NO	
_YESNO TOWNSHIP/RANG	e Section	ВГОСК	LOT	CITY LIMITS:			
. Community in the control		200000000000000000000000000000000000000	220	INSIDE	GAS MAIN EXTENSION WORK ORDER NO	DOC NO	
				OUTSIDE	CREDIT APPROVAL:	MAIN EXTENSION REQUIRED?	YESNO
MAP NO.		SUBDIVISION		LOCATE NO.	CONTRIBUTION MAIN?YESNO	CONTRIBUTION RECEIVED?	YES_NO
A STATE OF THE STA							
SERVICE OR	DER EXPIRATION DAT	E:			SPECIAL INSTRUCTIONS:		
Customer Na	ame:						
Mailing Add	ress:						
Telephone N	lumbers:	Home:					
Work:	difficers.	Cell:			TOTAL COST\$		
F-125 S	2018 980 A 1620	775 - 775	ACCT. NO.	ESTIMATE / BID	LABOR \$ MATERIALS \$	EQUIPMENT \$	
	Flow Valve:5"			\$			
	rvice Line, Price Per Foo		(.28796)	\$	JOB START DATE:	JOB COMPLETION DATE:	
	rvice Line,Time & Materi		(.28796)	\$	HOURS GAS MAIN WORK (.2887)	BILLARIE: YES NO	
	ement Service Line, Price ement Service Line, Time		(.28797)	-	HOURS GAS STUB WORK (.2892 )	BILLABLE: YES NO	
	ement Service Line, Time te or Repair Portion of SL		(.28799)	\$			
	tion of Customer Owned			chandise order)	WORKED PERFORMED:		
	charges	,		\$	Market State of the Control of the C		
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Residential			Billing in Full				
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		0001.00					
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IT IS THE CU	STOMER'S RESPONS	CF BILITY TO LOC	ATE AND MARK				
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Date Filed: July 7, 2008 Effective Date: September 15, 2008

**Issued By:** Donald R. Ball

Vice President-Regulatory Affairs

Docket No.: NG08-006

# TO TO

# Montana-Dakota Utilities Co.

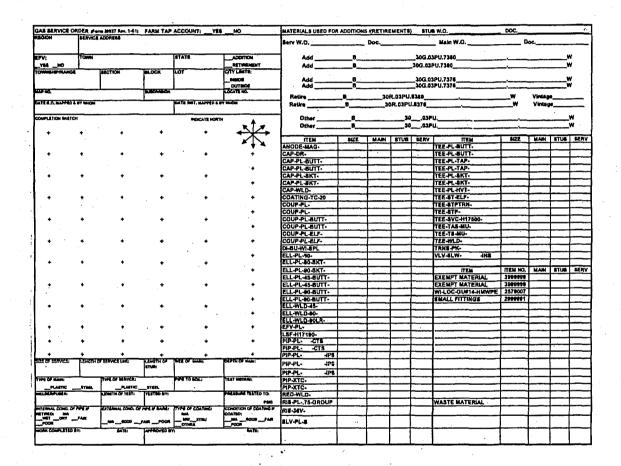
A Division of MDU Resources Group, Inc. 400 N 4<sup>th</sup> Street Bismarck, ND 58501

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

Section No. 6 Original Sheet No. 21.1

### **GAS SERVICE ORDER**

Page 2 of 2



Date Filed:

December 30, 2002

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after December 2, 2003

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Donald R. Ball

Asst. Vice President-Regulatory Affairs

**Docket No.:** 

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

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

Section No. 6 Original Sheet No. 22

## **FACILITIES RELOCATION AGREEMENT**

Page 1 of 1

•	FACILITIES RELO	OCATION AGREEMENT	
(hereinafter whose addre	REEMENT is entered into this	day of, by S CO., a Division of MDU Resources Group, Inc.	
(Hereinanei	Hedrasioi ).		
WHEREA and Montana of this Agree	I-Dakota is willing to relocate the	ation of (gas) (electric) facilities by Montana-Dakota facilities in accordance with the terms and conditions	
NOW, TH	HEREFORE, Montana-Dakota an	d Requestor agree as follows:	
1. Reque	stor desires the relocation of (gas	s) (electric) facilities at the following address:	
Order/	GSSO/ECO Number		•
Date o	f Request:stor Billing Address:		
shall d amoun of depo the ac within t	letermine the actual cost of reloat of deposit, Requestor shall pay osit and the actual cost within 30 of tual cost of the relocation, Monto 30 days after job completion, if the	all be made by Requestor with Montana-Dakota prior completion of the relocation work, Montana-Dakota scation. If the actual cost of relocation exceeds the Montana-Dakota the difference between the amount days from billing. If the amount of the deposit exceeds ana-Dakota shall refund the difference to Requestor he relocation work has not commenced within 60 days reement shall expire and Requestor's deposit shall be	
The as	ssignment of this Agreement by	the parties, their respective successors and assigns. either party shall not relieve such party, without the f the obligations undertaken by this Agreement.	
IN WITN above writter		ereto have executed this Agreement as of the date	
REQUESTO	<b>R</b>	MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc.	
Ву:		Ву:	
	• • • • • • • • • • • • • • • • • • •		
ate Filed:	December 30, 2002	Effective Date: Service rendered or	
sued By:	Donald R. Ball Asst Vice President-Regulat	after December 2, 2	003

Docket No.:

# M.

# Montana-Dakota Utilities Co.

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

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

Section No. 6 Original Sheet No. 23

**WARNING NOTICE** 

Page 1 of 1

WARNING NOTICE
NAME:
ADDRESS:
TOWN: METER:
We have observed your(Name of appliance)
(Name of appliance) and found an unsafe/unsatisfactory condition due to:
and lound an unsale disalisation y condition due to.
This condition can be corrected by:
IN THE INTEREST OF SAFETY AND GOOD
SERVICE, YOU ARE URGED TO HAVE YOUR
LOCAL CONTRACTOR OR MONTANA-DAKOTA UTILITIES CO.
CORRECT THIS CONDITION AT ONCE.
After the repair or replacement is completed, please notify our customer service department at: 1-800-638-3278
our customer service department at. 1-800-636-3276
• UNSATISFACTORY CONDITION EQUIPMENT:
LEFT ON LEFT OFF
UNSAFE CONDITION EQUIPMENT:  ON THE CONTROL OF
SHUT OFF LEFT ON (Explain)
NOTICE REC'D BY: (Customer Signature)
(Customer Signature)
Owner Occupant Other
MDU By:
Date:
Certified Letter Sent (Date):
VEEST MACRETIA RIA TOA EVIVEA
20241-G(4-73) MONTANA-DAKOTA (Rev. 9/01)

Date Filed:

December 30, 2002

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after December 2, 2003

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Donald R. Ball

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

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

Section No. 6 Original Sheet No. 24

## TEMPORARY CONSTRUCTION HEAT AGREEMENT

Page 1 of 1

	TEMPORARY CONS	TRUCTION HEAT	AGREEMENT
THUS A	AGREEMENT, entered into this, a Division of MDU Resources Group, Is	day of, ac., 400 North Fourth S	20, by and between Montana-Dakota treet, Biamarck, North Dakota, hereinafter
referred to a of	as "Company", and	here	nafter referred to as "Customer."
	REAS, Company is a public utility engage		
	REAS, Customer has requested that Comp struction at the following-described proper		service for temporary heating purposes
NOW,	THEREFORE, in consideration of the mollows:	nutual promises and cor	venants berein contained, it is mutually
in ac lis se	ines, meters, regulators and/or other equips	ng purposes. Customer agrees to pay Compan; ment, as well as for rem	agrees to pay Company for said service in  of or the installation of any temporary service
pr w in b	Customer represents and warrants that all escoperty is approved by a nationally recogn or lable and safe condition. Customer for natalled in a good, workmanlike and safe in arrandous condition to persons or property, vill meet the following standards:	ized testing agency or a ther represents and war namer so that same ma	uthority and is and will remain in good,
(a) (c) (d) (e) (f) (g)	Adequate fresh air ventilation will be p units will not create an unsafe or hazam. Where heating units are connected with working pressure at least 350 psi and b construction or other activities. A shat Pressure regulators at equipment will b Gas pressure will be limited to ten (10) Gas piping installations (including mat- comply with all code standards and req Plexible metal tubing such as corrugate installations. Flexible bose that will be operating bet	rovided to approved up a flexible hose, the he located so that it will off valve will be installed for any piping insi- rial and size), as well uitenants, as well as a d stainless steel tubing ween 14" WC (1/2 PSI a talnimam of 30 minu	vented heating units so that operation of the re- se.  se will be AGA or UL approved and have a  not be damaged in any way by any  led at the inlet end of the hose.  levented,  de the building,  ss all heating and auxiliary equipment, will  I Federal, State or local rules and regulations.  (CSST) will not be used in temporary  (I) up to and including 5 PSIG will be tested  res, and systems designed for over 5 PSIG up
fo os	or loss, injury, or damages to person or pro	perty arising directly o	m and against any and all claims and liability rindirectly from the breach of any warranty peration of any equipment connected to the
	This Agreement shall not be construed as grantly in the liable to Customer for interrupt		riority to gas, and it is agreed that Company vice.
IN WI' above writt		ive caused these presen	is to be executed as of the day and year first
		MONTANA-DAKOT,	UTILITIES CO.
		ВҮ:	
		CUSTOMER:	
	·	ВҮ:	

Date Filed:

December 30, 2002

**Effective Date:** 

Service Rendered on and After December 2, 2003

Issued By:

Donald R. Ball

Director of Regulatory Affairs

Docket No.:



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

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

Section No. 6 Original Sheet No. 25

### EAST RIVER GAS TRANSPORTATION AGREEMENT

Page 1 of 5

EAST RIVER GAS TRANSPORTATION AGREEMENT	(N)
THIS AGREEMENT, made this day of , 20 , is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and located at hereinafter called "Customer".	Ï
Customer has entered into agreements to purchase natural gas and have that gas delivered to a "receipt point" using Shipper(s) as specified in attached Exhibit "A" as Shipper. Customer agrees to notify Company prior to any change in shipper(s) and further agrees to execute a new Exhibit "A" prior to change of event.	
Customer and Company enter into this Gas Transportation Agreement to have said gas transported by Company from the "receipt point" to a "delivery point".	
WITNESSETH: The parties hereto, each in consideration of the agreement of the other, agree as follows:	
1.0 TERM. Transportation, deliveries and charges hereunder shall commence on and expire on, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.	
2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES. Delivery of natural gas under East River Natural Gas System Transportation Service Rate 86, by Company to Customer shall be at or near the points whose locations and maximum delivery quantity per day are described as follows. In the event said "Term of Rate", as specified in attached Exhibit "B", is not executed by both parties to this agreement, Customer agrees to pay Company the currently approved ceiling rate as specified under "Rate Schedule" below. Said "Term of Rate" shall not be executed for periods of less than 30 days.	
Receipt Point Delivery Point Schedule Duantity Per Day	
2.1 DISPATCHING - Customer will adhere to gas dispatching policies and procedures established by Company to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur. 2.2 METERING AND MEASUREMENT - Company will meter the quantity of natural gas delivered to Customer at the delivery point. Company will test meter in accordance with applicable state utility rules and regulations. In addition, the parties agree to the following testing and corrective procedures:	
	(N)

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Docket No.: NG12-006 NG12-006

after December 18, 2012



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

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

Section No. 6 Original Sheet No. 25.1

### EAST RIVER GAS TRANSPORTATION AGREEMENT

Page 2 of 5

(N)

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

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

Using the registration of the Customer's meter, accurately registering within two percent (2%) (either high of low); or b. In the absence of accurate Customer metering, by making a calibration test or mathematical calculation, if the percentage of ascertainable: or

To the extent Customer's meter calibration test, calculation described above cannot be utilized, by estimating by reference to quantities measured during periods under similar conditions when the Company's meter was registering accurately; or

d. To the extent the methods described above cannot be utilized, by estimating by reference to Customer's operating records for the period in

question.

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

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

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

ER Transportation Agreement

(N)

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

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

Section No. 6 Original Sheet No. 25.2

### EAST RIVER GAS TRANSPORTATION AGREEMENT

Page 3 of 5

(N)

- 2.2.6 MAINTENANCE Each party shall have the right to be present whenever the other party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts its meter. Each party shall give timely notice to the other party in advance of taking any such actions. Notice shall be addressed to Company's Gas Superintendent at Company's Office. Each party shall give at least 24 hours notice to the other party prior to undertaking the above-described activity.
- 2.2.7 CHARGES, PENALTIES, COSTS, OR EXPENSES To the extent that any penalties are incurred by Customer as a result of the inaccuracy of Company's meter greater than two percent (2%) (either high or low), Company shall be responsible for such penalties.
- 2.2.8 <u>ELECTRONIC</u> <u>MEASUREMENT</u> <u>EQUIPMENT</u> The Company's electronic measurement equipment, used as a remote terminal unit for system operations, is excluded from the requirements of Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, and 2.2.7. The estimated cost of the installation of electronic measurement equipment in conjunction with this agreement is <u>PAID</u>. Customer agrees to provide this amount to Company at the time this Agreement is returned to Company for execution by Company.
- 2.2.9 <u>RECORD EXAMINATION</u> Customer shall have the right at all reasonable times to examine the books, records and charts of Company, for a two year period subsequent to the issuance in writing of a dispute invoice, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this agreement.

### 3.0 DEFINITIONS

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

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

Interruption  $\sim$  A suspension of transportation or retail natural gas service deemed necessary by Company.

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

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

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

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

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

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

ER Transportation Agreement

(N)

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

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

Section No. 6 Original Sheet No. 25.3

### EAST RIVER GAS TRANSPORTATION AGREEMENT

Page 4 of 5

(N)

- 4.2 TAXES. In addition to the rates specified above, Company shall collect from Customer and Customer agrees to pay Company any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.
- 4.3 REPLACEMENT OR SUPPLEMENTAL SALES SERVICE. Retail gas may be available at this location during the time that this Agreement is in force. Customer may request that Company provide retail gas sales pursuant to Rate Schedule Service under such rate is subject to the availability of capacity on Company's system and prior demands of customers served under Company's general service gas
- 5.0 ASSIGNMENT. Customer agrees that it will not assign this Agreement except upon written consent of Company.
- 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.
- In the event of either Party's being rendered wholly or in 8.0 FORCE MAJEURE. part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost.

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

(N)

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

after December 18, 2012

Issued By: Tamie A. Aberle

Director - Regulatory Affairs

Docket No : NG12-006

NG12-006



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

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

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### EAST RIVER GAS TRANSPORTATION AGREEMENT

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The term "force majeure" as employed herein shall all limited to, inability to obtain or acquire, at rivitudes, rights-of-way, permits, licenses, or any ot parties or agencies (private or governmental) or inabilities or agencies (private or governmental) or inabilities operate any facilities required for the performance Agreement, when any such inability directly or it results in either Party's inability to perform its object rules and regulations of any and all duly constituted tion over the subject matter herein and is subject to authorization for the transportation service contemplation of REPORTING REQUIREMENTS. Customer shall furnismay be required or appropriate to comply with reconstituted authorities having jurisdiction over the IN WITNESS WHEREOF, the parties have duly executed to and year above written.	easonable cost, grants, ser- her authorizations from third vility to obtain or acquire at to construct, maintain, and of any obligations under this indirectly contributes to or ligations.  t to all valid laws, orders, i authorities having jurisdic- the receipt of any necessary ated herein.  h Company all information as porting requirements of duly matter herein.	)
CUSTOMER	COMPANY	
	OTA UTILITIES CO., Of MDU Resources Group, Inc.	
By:	Pat Darras Region Manager	
Attest:		
* Please type or print the names below the signature	lines.	
	(N)	ľ

ER Transportation Agreement

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