



May 1, 2020

**VIA ELECTRONIC FILING**

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 East Seventh Place, Suite 350  
St. Paul, MN 55101

RE: Lake Region Energy Services, Inc.  
Petition for Small Gas Utility Franchise Exemption  
Docket Nos. G6977/M-17-186; M-17-829

---

**COMPLIANCE FILING  
ANNUAL COMPLIANCE REPORT (2021)**

---

Dear Mr. Wolf and the Minnesota Public Utilities Commission:

Lake Region Energy Services, Inc. (“LRES”) submitted Petitions for Exemption for Small Gas Utility on March 6, 2017 and on November 30, 2017 (the “Petitions”). The Commission issued its Orders granting the requests of LRES set forth in the Petitions. The Commission subsequently set forth a uniform set of annual compliance filing requirements in its Order dated November 9, 2018 (the “Order”).

Contained within that Order was a requirement that LRES provide the following information on an annual basis:

1. Updated customer counts.
2. A statement that LRES does not discriminate between customers within and outside the municipalities served by LRES or, if LRES does set separate rates, the rationale for those separate rates.
3. Any municipality-approved rate changes that occurred in the prior year and when these changes went into effect.
4. All rate book changes in redlined and final revised rate book form.

5. A copy of the cold weather disconnection notice sent to customers, including how the notice was communicated and the date it was communicated.
6. A copy of any utility disconnection reports served to any of the municipalities as required by Minn. Stat. § 216B.0976.
7. A copy of the notice form sent to customers who are in arrears pursuant to the utility’s obligation under Minn. Stat. § 216B.098.

This filing, and the exhibits attached hereto, are collectively intended to comply with the above-stated annual reporting obligation. Pursuant to the Order, LRES has indicated below where there has been no change in LRES’s response since its last compliance filing.

**ANNUAL COMPLIANCE REPORT (2021)**

**1. Customer Counts By Customer Class**

LRES submits the following customer count, which is current as of April 12, 2021:

<b>Total Customers by Rate Class</b>	<b>Year End</b>
<b>Residential</b>	<b>738</b>
<b>Small Commercial</b>	<b>17</b>
<b>Large Commercial</b>	<b>6</b>
<b>Agricultural Heating &amp; Drying</b>	<b>10</b>
<b>Interruptible</b>	<b>10</b>
<b>Small Volume Transport</b>	<b>0</b>

**2. Non-Discrimination Statement**

Unchanged since last compliance filing. LRES does not discriminate between customers within and outside of the municipalities it serves. The rates established by LRES differ between classes of customers (*i.e.*, residential, commercial, industrial, interruptible, and small volume transport) but are uniform within each customer class whether a customer is located within or outside a municipality.

**3. Municipality-Approved Rate Changes Since Last Filing**

The municipalities served by LRES (Dent, Miltona, Parkers Prairie, and Deer Creek) have each approved a modification to the small volume transport rate and have approved other rate book changes. Each municipality has given its respective mayor the authority to review and approve rate book and rate modifications on behalf of each City. The appropriate City resolutions are attached as Attachment B-1. The certification of approval by each mayor is attached as Attachment B-2. The receipt and acknowledgement of the revised rate book is attached as Attachment B-3.

**4. Changes to Rate Book**

The redlines showing modifications to the rate book is attached hereto as Attachment C. The rate book, as revised, is attached hereto as Attachment D. The rate book as modified will be implemented no less than thirty (30) days from this filing.

**5. Cold-Weather Disconnection Notices**

Unchanged since last compliance filing. A true and correct copy of the latest LRES newsletter is attached as Attachment A, which includes notice of the cold-weather disconnection rule.

**6. Municipality Disconnection Reports**

Unchanged since last compliance filing.

**7. Arrearage Notice Form**

Unchanged since last compliance filing.

**CONFIRMATION OF OBLIGATIONS**

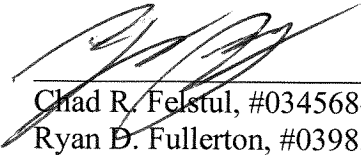
Also included in the PUC's Orders regarding the above-referenced petitions were reminders that LRES is obligated to comply with certain statutory and regulatory consumer protection requirements. At this time, LRES confirms its understanding of the following future filing requirements:

1. Report any subsequent changes in rates, tariffs, and contracts for services outside the Municipalities at least 30 days before implementation.
2. Notify the Commission should the customer base expand beyond the 5,000 customer threshold.
3. Comply with the DOC's Minnesota Natural Gas Utility Information Reporting (Minn. Rules 7610.0800-7610.0860).
4. Comply with Minn. Stat. § 216B.098 with respect to customer protections.
5. Comply with Minn. Stat. § 216B.0976 with respect to disconnections.

Should any questions or concerns arise following the submission of this Compliance filing, please do not hesitate to contact the undersigned.

[Separate Signature Page Attached]

Respectfully submitted,



---

Chad R. Felstul, #0345684  
Ryan D. Fullerton, #0398363  
PEMBERTON LAW, P.L.L.P.  
110 North Mill Street  
Fergus Falls, Minnesota 56537  
Telephone: 218-736-5493  
Email: c.felstul@pemplaw.com  
r.fullerton@pemplaw.com

**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT A**

**Cold-Weather Disconnection Notice**



**LRES**  
NATURAL GAS

## A Record of Success

Good things happen when people share a vision and commit to working together to make things happen. That, after all, is what produced Lake Region Electric Cooperative and from that, Lake Region Energy Services.

As you might imagine, creating a new subsidiary to enter the natural gas business wasn't something taken lightly by our Lake Region Electric Cooperative Board of Directors. It was a carefully weighed decision in 2017 and I'm certain to some in the public it may have been viewed as an odd choice. Fast-forward to today and we're in the third year of operating Lake Region Energy Services. It has proven to be a valuable asset for our region. We are now providing natural gas to nearly 800 homes and businesses in our local communities. It was a good choice.

As the founding organization of Lake Region Energy Services, Lake Region Electric Cooperative has always sought innovative ways to create stronger local communities. Our core corporate values guide us to provide exceptional service and improve the quality of life

for those we serve. We measure success not just in financial terms, but by how we stack up in the realm of service. People are always central in our measurements of success.

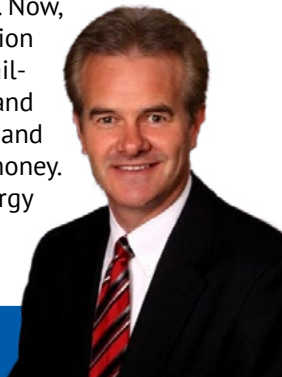
During these past three years, Lake Region Energy Services has continually grown and expanded, serving the communities of Parkers Prairie, Deer Creek, Dent, Little McDonald Lake, Miltona, and Lake Miltona. I'm proud that our natural gas service has saved our customers money on their energy costs, when compared to the cost of propane.

Lake Region Energy Services put forward a solid rate plan when we started. We also locked into favorable natural gas supply prices for the next few years. Consequently, our rates have remained stable with no rate increases planned. That's important for our customers' budgets.

Natural gas is recognized as a critical resource for local economic development. A clean-burning fuel, natural gas is abundant and domestically sourced. It's piped underground making it an aesthetically pleasing energy source for homes,

businesses, agriculture, and industry. We are fortunate to have the support of the Rural Utilities Service in allowing Lake Region Electric Cooperative to start our natural gas endeavor. We are also thankful for the community support we have received since starting Lake Region Energy Services.

One thing I hope you take away from this article is that Lake Region Energy Services is not in competition with Lake Region Electric Cooperative. Quite the opposite is true. Both entities richly benefit from a synergistic relationship. We've cross-trained many employees and utilize operational and back office capabilities to the financial benefit of both businesses. We've learned from where we've been, built on past business success, and applied those lessons to creating a new start-up. Now, we're supplying the region with a previously unavailable choice for energy and helping families, farms, and local businesses save money. I'd say Lake Region Energy Services has a bright future ahead.



**Tim Thompson, LRES CEO**

## Natural Gas Safety



Natural gas leaks usually smell like *sulfur* or *rotten eggs* – but not always. So don't rely on your nose alone. Look and listen for other signs: a hissing or roaring sound, dirt spraying into the air, continual bubbling in water, or vegetation dying for no apparent reason.

If you suspect a natural gas leak, react like it's an emergency. Although rare, natural gas leaks can be dangerous and result in an explosion. Alert everyone nearby and leave the area immediately to an upwind location. Do not try to find or repair the leak.

**Do not use anything that could be a source of ignition**, including cell phones, flashlights, light switches, matches, or vehicles – even the tiniest spark could ignite the gas! Once you are in a safe location, call LRES at **(888) 295-8976**. If you can hear gas hissing or blowing, call 911.

*THERE IS NO CHARGE FOR A LEAK INVESTIGATION.* Safety is a priority at Lake Region Energy Services. As a trusted natural gas supplier, we take steps to protect the safety of our customers, employees, and the communities we serve. You can help us by learning how to recognize dangerous situations and take proper action.

**EMERGENCY NUMBER**  
**(888) 295-8976**

## Keep Meters and Vents Clear

Keep the area around gas meter equipment clear of snow and ice. Remove heavy snow and ice from above that could fall on and damage the meter and cause a gas leak. Carefully move snow and ice by hand to avoid damaging equipment.


Blocked vents can cause furnaces and water heaters to shut down, a potential build-up of carbon monoxide, or a costly service call. Use a long screwdriver to clear snow and ice from the end of the pipes.



GAS METER



GAS VENT

Find us on   
[@lakeregionenergyservices](https://www.facebook.com/lakeregionenergyservices)

## Paying Your Bill

We have a number of convenient ways to pay your bill.

- **Automatic Bank Draft:** Your payment is drafted from your account. You still receive a monthly statement and your payment is always on time. Sign up at [lakeregionenergy.com/smarthub](https://lakeregionenergy.com/smarthub) to view your account and pay your bill.
- **Make a Payment Online:** Register for SmartHub at [lakeregionenergy.com/smarthub](https://lakeregionenergy.com/smarthub) to view and make payments on your account.
- **Pay by Mail:** Mail your payment and the bottom portion of the bill. Please allow time for payment to be received by due date. Write your account number on the check/money order.
- **Pay in Person:** Payment can be made in person at our office via our drop box (*our office is currently closed to the public*). Normal office hours are from 8 a.m.-4:30 p.m., Monday through Friday (*closed for holidays*).

## Cold Weather Rule

The Minnesota Cold Weather Rule (*MN Statute, Ch. 235, Sec. 216B.097*) protects residential utility customers during the cold winter months. Under this rule, your gas service will not be disconnected from October 15<sup>th</sup> through April 15<sup>th</sup> because of non-payment provided you meet ALL of the following conditions:

- You declare an inability to pay.
- Your total household, not individual, income is less than 50% of the state median income. You must provide the necessary documentation to support this condition.
- You enter into and make reasonable, timely payments under a payment agreement that considers the financial resources of the household.
- You receive referrals to energy assistance, weatherization, conservation, or other programs likely to reduce your energy bills.

If you do not meet all of the above conditions, then you do not qualify for the winter shut-off protection. However, you still can continue to receive gas service if you call us to make a mutually acceptable payment arrangement.

Residential customers who cannot qualify for winter shut-off protection and who cannot pay their full bill may make special payments over an extended period of time. To arrange for scheduled payments, call (800) 528-2392 (toll free) or (800) 498-6116 (toll free), or (218) 863-1171.



**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT B-1**

**Municipality Resolutions Appointing and Authorizing  
Representatives to Natural Gas Commissions**



## **RESOLUTION 3-02-21**

### **RESOLUTION APPOINTING AND AUTHORIZING THE CITY OF DEER CREEK'S REPRESENTATIVE TO THE DEER CREEK UTILITIES BOARD**

The City Council for the City of Deer Creek having met at a duly noticed public meeting on the day of March 22<sup>th</sup>, 2021, hereby adopts the following resolution and formal action, which shall be recorded in the meeting minutes:

WHEREAS, Lake Region Energy Services, Inc. ("**LRES**") has been granted a franchise under City Ordinance No. 46-2017 dated January 23, 2017 to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within the City and surrounding areas; and,

WHEREAS, the provision of City Ordinance No. 46-2017 established a local Utility Board, comprised of one (1) representative appointed by the City of Deer Creek and two (2) Representatives appointed by LRES, which has the sole authority to regulate gas retail rates within the City ("**Commission**");

WHEREAS, the Commission is vested with the sole authority and exclusive jurisdiction to regulate the service to be provided and the rates to be charged by LRES for natural gas services within the City of Deer Creek;

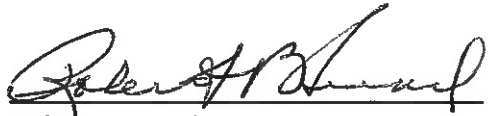
NOW THEREFORE, BE IT RESOLVED, that the City Council of Deer Creek hereby appoints Mayor Troy Beiswenger ("**Commissioner**") to serve on the aforementioned Commission as its duly authorized representative for a period commencing on the date of this Resolution and continuing until said Commissioner's coinciding mayoral term expires, unless first replaced by subsequent Resolution of the City Council or unless unable or unwilling to continue to serve in this position, at which time a successor shall be appointed by the City Council; and

BE IT FURTHER RESOLVED, that said Commissioner shall have all authority to (i) meet and participate in all Commission activities and decisions; (ii) exercise all authority of the City Council in consenting or withholding consent to rate, service, or rate book adjustments or modifications proposed by the Commission or by LRES; and (iii) to exercise all powers necessary and act with appropriate discretion to carry out the obligation of a Commissioner under City Ordinance No.46-2017, without further consent or further approval by the City Council.

IN WITNESS WHEREOF, the undersigned, the duly elected Mayor of Deer Creek, Minnesota, hereby certifies that the foregoing resolution were adopted at a duly noticed meeting of the

City Council for the City of Deer Creek, at which a quorum was present for the taking of such action.

Adopted this 22<sup>th</sup> day of March, 2021, by the City Council of the City of Deer Creek



Robert B. Lund  
Acting Mayor

ATTEST:



Thomas R. Parish  
Clerk/Treasurer

**RESOLUTION**

**Dated April 13, 2021**

**CITY OF DENT, MINNESOTA**

**A RESOLUTION APPOINTING AND AUTHORIZING THE CITY OF DENT'S  
REPRESENTATIVE TO THE DENT NATURAL GAS COMMISSION**

The City Council for the City of Dent, having met at a duly noticed public meeting on this 13<sup>th</sup> day of April, 2021, hereby adopts the following resolutions and formal action, which shall be recorded in the meeting minutes:

WHEREAS, Lake Region Energy Services, Inc. (“LRES”) has been granted a franchise under City Ordinance No. 53 dated September 14, 2017 to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within the City and surrounding areas; and,

WHEREAS, the provisions of City Ordinance No. 53 establish a Commission, comprised of one (1) representative appointed by the City of Dent and two (2) representatives appointed by LRES, which has the sole authority to regulate natural gas retail rates within the City (“**Commission**”);

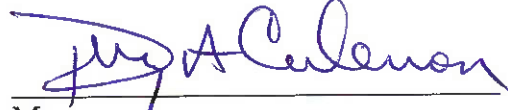
WHEREAS, the Commission is vested with sole authority and exclusive jurisdiction to regulate the service to be provided and the rates to be charged by LRES for natural gas service within the City of Dent;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dent hereby appoints Mayor Perry Coleman (“**Commissioner**”) to serve on the aforementioned Commission as its duly authorized representative for a period commencing on the date of this Resolution and continuing until said Commissioner’s coinciding mayoral term expires, unless first replaced by subsequent Resolution of the City Council or unless unable or unwilling to continue to serve in this position, at which time a successor shall be appointed by the City Council; and


BE IT FURTHER RESOLVED, that said Commissioner shall have all authority to (i) meet and participate in all Commission activities and decisions; (ii) exercise all authority of the City Council in consenting or withholding consent to rate, service, or rate book adjustments or modifications proposed by the Commission or by LRES; and (iii) to exercise all powers necessary and act with appropriate discretion to carry out the obligations of a Commissioner under City Ordinance No. 53, without further consent or further approval by the City Council.

IN WITNESS WHEREOF, the undersigned, the duly elected Mayor of Dent, Minnesota, hereby certifies that the foregoing resolutions were adopted at a duly noticed meeting of the City Council for the City of Dent, at which a quorum was present for the taking of such action.

Adopted this 13<sup>th</sup> day of April, 2021, by the City Council of the City of Dent.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**RESOLUTION** 0-0

**Dated** April 14, 2021

**CITY OF MILTONA, MINNESOTA**

**A RESOLUTION APPOINTING AND AUTHORIZING THE CITY OF MILTONA'S  
REPRESENTATIVE TO THE MILTONA NATURAL GAS COMMISSION**

The City Council for the City of Miltona, having met at a duly noticed public meeting on this 14th day of April, 2021, hereby adopts the following resolutions and formal action, which shall be recorded in the meeting minutes:

WHEREAS, Lake Region Energy Services, Inc. ("**LRES**") has been granted a franchise under City Ordinance No. 53 dated September 28, 2017 to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within the City and surrounding areas; and,

WHEREAS, the provisions of City Ordinance No. 53 establish a Commission, comprised of one (1) representative appointed by the City of Miltona and two (2) representatives appointed by LRES, which has the sole authority to regulate natural gas retail rates within the City ("**Commission**");

WHEREAS, the Commission is vested with sole authority and exclusive jurisdiction to regulate the service to be provided and the rates to be charged by LRES for natural gas service within the City of Miltona;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Miltona hereby appoints Mayor Brian Carpenter ("**Commissioner**") to serve on the aforementioned Commission as its duly authorized representative for a period commencing on the date of this Resolution and continuing until said Commissioner's coinciding mayoral term expires, unless first replaced by subsequent Resolution of the City Council or unless unable or unwilling to continue to serve in this position, at which time a successor shall be appointed by the City Council; and

BE IT FURTHER RESOLVED, that said Commissioner shall have all authority to (i) meet and participate in all Commission activities and decisions; (ii) exercise all authority of the City Council in consenting or withholding consent to rate, service, or rate book adjustments or modifications proposed by the Commission or by LRES; and (iii) to exercise all powers necessary and act with appropriate discretion to carry out the obligations of a Commissioner under City Ordinance No. 53, without further consent or further approval by the City Council.

IN WITNESS WHEREOF, the undersigned, the duly elected Mayor of Miltona, Minnesota, hereby certifies that the foregoing resolutions were adopted at a duly noticed meeting of the City Council for the City of Miltona, at which a quorum was present for the taking of such action.

Adopted this 14th day of April, 2021, by the City Council of the City of Miltona.

Brian Carpenter  
Brian Carpenter (Apr 15, 2021 14:16 CDT)

\_\_\_\_\_  
Miltona, Mayor

ATTEST:

Bob Guetter  
\_\_\_\_\_  
Miltona, City Clerk

RESOLUTION 2021-13

Dated April 19, 2021

CITY OF PARKERS PRAIRIE, MINNESOTA

A RESOLUTION APPOINTING AND AUTHORIZING THE CITY OF PARKERS PRAIRIE'S REPRESENTATIVE TO THE PARKERS PRAIRIE NATURAL GAS COMMISSION

The City Council for the City of Parkers Prairie, having met at a duly noticed public meeting on this 19<sup>th</sup> day of April, 2021, hereby adopts the following resolutions and formal action, which shall be recorded in the meeting minutes:

WHEREAS, Lake Region Energy Services, Inc. ("LRES") has been granted a franchise under City Ordinance No. 2017-01 dated January 17, 2017 to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within the City and surrounding areas; and,

WHEREAS, the provisions of City Ordinance No. 2017-01 establish a Commission, comprised of one (1) representative appointed by the City of Parkers Prairie and two (2) representatives appointed by LRES, which has the sole authority to regulate natural gas retail rates within the City ("Commission");

WHEREAS, the Commission is vested with sole authority and exclusive jurisdiction to regulate the service to be provided and the rates to be charged by LRES for natural gas service within the City of Parkers Prairie;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Parkers Prairie hereby appoints Mayor Birkholz ("Commissioner") to serve on the aforementioned Commission as its duly authorized representative for a period commencing on the date of this Resolution and continuing until said Commissioner's coinciding mayoral term expires, unless first replaced by subsequent Resolution of the City Council or unless unable or unwilling to continue to serve in this position, at which time a successor shall be appointed by the City Council; and

BE IT FURTHER RESOLVED, that said Commissioner shall have all authority to (i) meet and participate in all Commission activities and decisions; (ii) exercise all authority of the City Council in consenting or withholding consent to rate, service, or rate book adjustments or modifications proposed by the Commission or by LRES; and (iii) to exercise all powers necessary and act with appropriate discretion to carry out the obligations of a Commissioner under City Ordinance No. 2017-01, without further consent or further approval by the City Council.

IN WITNESS WHEREOF, the undersigned, the duly elected Mayor of Parkers Prairie, Minnesota, hereby certifies that the foregoing resolutions were adopted at a duly noticed meeting of the City Council for the City of Parkers Prairie, at which a quorum was present for the taking of such action.

Adopted this 19<sup>th</sup> day of April, 2021, by the City Council of the City of Parkers Prairie.

Karin Birkholz  
Karin Birkholz, Mayor

ATTEST:

Beth Wessow  
Beth Wessow, City Clerk

**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT B-2**

**Municipality Resolutions of Commissioners**  
**Approving Rate Book as Amended April 13, 2021**



**RESOLUTION 4-01-21 OF THE COMMISSIONERS  
OF THE  
DEER CREEK NATURAL GAS COMMISSION**

Approving Rate Book as Amended April 26, 2021  
Dated: April 26, 2021

The Commissioners of the Deer Creek Natural Gas Commission, having convened at the request of one or more Commissioners on April 26, 2021, adopts the following resolutions as formal action of the Commission, which are hereby recorded in writing.

**RECITALS**

WHEREAS, Lake Region Energy Services, Inc. (“LRES”) has been granted a franchise by the City Council for the City of Deer Creek (“City”) to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within each City and surrounding areas; and

WHEREAS, the provisions of said City Ordinance establish a Commission comprised of one (1) representative appointed by the City and two (2) representatives appointed by LRES, which has the sole authority to regulate gas retail rates within the City (“Commission”); and

WHEREAS, the City has duly appointed Mayor Troy Beiswenger as its representative to serve on the Commission, and LRES has duly appointed Tim Thompson and Dan Husted as its representatives to serve on the Commission, and each undersigned Commissioner represents that he or she has not resigned said appointment or otherwise been removed or suspended and has lawful authority to serve on the Commission; and

WHEREAS, the Commission has convened at the request of at least one Commissioner to discuss the affairs of the Commission, to review the LRES Rate Book, and to take other appropriate action; and

WHEREAS, the Commissioners have determined it to be in the best interests of the City, and the public and private natural gas customers therein, to amend the LRES Rate Book as shown in the attached Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Commissioners have determined that it is in the best interest of the Commission that a designated Commissioner serve as the Secretary of the Commission, so that meeting minutes and resolutions of the Commission may be taken and made available to the City Council and to the LRES Board of Directors, as required by the Commission.

NOW, THEREFORE, BE IT:

RESOLVED, that the proposed Rate Book modifications contained within the attached Exhibit A are hereby adopted and approved and shall be effective as of May 26, 2021, which is no less than thirty (30) days from the date of this Resolution.

FURTHER RESOLVED, that Commissioner Dan Husted is hereby designated as the Secretary of the Commission and shall record meeting minutes for all formal meetings of the Commissioners in which Commission business is discussed.

FURTHER RESOLVED, that the said meeting minutes and all formal resolutions of this Commission shall be recorded in writing and shall be made available to the City, and any resident thereof, and LRES, and any officer or director thereof, upon written request made to the Commission or to any Commissioner.

FURTHER RESOLVED, that the Commissioner appointed by the City shall make all formal resolutions of this Commission available to the City Council, and that the Secretary of the Commission shall make all formal resolutions of this Commission available to the LRES Board of Directors.

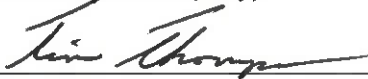
EFFECTIVE DATE OF RESOLUTIONS

RESOLVED, that the effective date of the aforesaid resolutions shall be the 26 day of April, 2021.

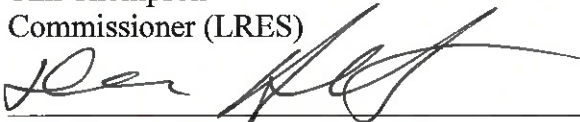
IN WITNESS WHEREOF, the undersigned, the duly appointed Commissioners of the Deer Creek Natural Gas Commission, hereby certify that the foregoing resolutions of the Commissioners of the Commission were adopted at a meeting of the Commissioners, at which all Commissioners were present and duly authorized to take such action, and that such action was taken on and as of the stated Effective Date.



\_\_\_\_\_  
Mayor of Deer Creek, MN  
Commissioner (City)



\_\_\_\_\_  
Tim Thompson  
Commissioner (LRES)



~~Dan Husted~~ *Dylan Aafedt*  
\_\_\_\_\_  
Commissioner (LRES)

**RESOLUTION OF THE COMMISSIONERS  
OF THE  
DENT NATURAL GAS COMMISSION**

Approving Rate Book As Amended April 13, 2021  
Dated: April 13, 2021

The Commissioners of the Dent Natural Gas Commission, having convened at the request of one or more Commissioners on April 13, 2021, adopts the following resolutions as formal action of the Commission, which are hereby recorded in writing.

**RECITALS**

WHEREAS, Lake Region Energy Services, Inc. (“LRES”) has been granted a franchise by the City Council for the City of Dent (“City”) to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within each City and surrounding areas; and

WHEREAS, the provisions of said City Ordinance establish a Commission comprised of one (1) representative appointed by the City and two (2) representatives appointed by LRES, which has the sole authority to regulate gas retail rates within the City (“Commission”); and

WHEREAS, the City has duly appointed Perry Coleman as its representative to serve on the Commission, and LRES has duly appointed Tim Thompson and Dylan Aafedt as its representatives to serve on the Commission, and each undersigned Commissioner represents that he or she has not resigned said appointment or otherwise been removed or suspended and has lawful authority to serve on the Commission; and

WHEREAS, the Commission has convened at the request of at least one Commissioner to discuss the affairs of the Commission, to review the LRES Rate Book, and to take other appropriate action; and

WHEREAS, the Commissioners have determined it to be in the best interests of the City, and the public and private natural gas customers therein, to amend the LRES Rate Book as shown in the attached Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Commissioners have determined that it is in the best interest of the Commission that a designated Commissioner serve as the Secretary of the Commission, so that meeting minutes and resolutions of the Commission may be taken and made available to the City Council and to the LRES Board of Directors, as required by the Commission.

NOW, THEREFORE, BE IT:

RESOLVED, that the proposed Rate Book modifications contained within the attached Exhibit A are hereby adopted and approved and shall be effective as of April 13, 2021, which is no less than thirty (30) days from the date of this Resolution.

FURTHER RESOLVED, that Commissioner Dylan Aafedt is hereby designated as the Secretary of the Commission and shall record meeting minutes for all formal meetings of the Commissioners in which Commission business is discussed.

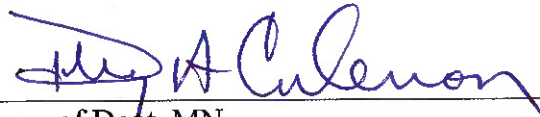
FURTHER RESOLVED, that the said meeting minutes and all formal resolutions of this Commission shall be recorded in writing and shall be made available to the City, and any resident thereof, and LRES, and any officer or director thereof, upon written request made to the Commission or to any Commissioner.

FURTHER RESOLVED, that the Commissioner appointed by the City shall make all formal resolutions of this Commission available to the City Council, and that the Secretary of the Commission shall make all formal resolutions of this Commission available to the LRES Board of Directors.

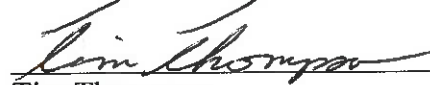
#### EFFECTIVE DATE OF RESOLUTIONS

RESOLVED, that the effective date of the aforesaid resolutions shall be the 13th day of April, 2021.

IN WITNESS WHEREOF, the undersigned, the duly appointed Commissioners of the Dent Natural Gas Commission, hereby certify that the foregoing resolutions of the Commissioners of the Commission were adopted at a meeting of the Commissioners, at which all Commissioners were present and duly authorized to take such action, and that such action was taken on and as of the stated Effective Date.



\_\_\_\_\_  
Mayor of Dent, MN  
Commissioner (City)



\_\_\_\_\_  
Tim Thompson  
Commissioner (LRES)



\_\_\_\_\_  
Dylan Aafedt  
Commissioner (LRES)

**RESOLUTION OF THE COMMISSIONERS  
OF THE  
MILTONA NATURAL GAS COMMISSION**

Approving Rate Book As Amended April 14, 2021  
Dated: April, 14, 2021

The Commissioners of the Miltona Natural Gas Commission, having convened at the request of one or more Commissioners on April 14, 2021, adopts the following resolutions as formal action of the Commission, which are hereby recorded in writing.

**RECITALS**

WHEREAS, Lake Region Energy Services, Inc. (“LRES”) has been granted a franchise by the City Council for the City of Miltona (“City”) to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within each City and surrounding areas; and

WHEREAS, the provisions of said City Ordinance establish a Commission comprised of one (1) representative appointed by the City and two (2) representatives appointed by LRES, which has the sole authority to regulate gas retail rates within the City (“Commission”); and

WHEREAS, the City has duly appointed Brian Carpenter as its representative to serve on the Commission, and LRES has duly appointed Tim Thompson and Dylan Aafedt as its representatives to serve on the Commission, and each undersigned Commissioner represents that he or she has not resigned said appointment or otherwise been removed or suspended and has lawful authority to serve on the Commission; and

WHEREAS, the Commission has convened at the request of at least one Commissioner to discuss the affairs of the Commission, to review the LRES Rate Book, and to take other appropriate action; and

WHEREAS, the Commissioners have determined it to be in the best interests of the City, and the public and private natural gas customers therein, to amend the LRES Rate Book as shown in the attached Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Commissioners have determined that it is in the best interest of the Commission that a designated Commissioner serve as the Secretary of the Commission, so that meeting minutes and resolutions of the Commission may be taken and made available to the City Council and to the LRES Board of Directors, as required by the Commission.

NOW, THEREFORE, BE IT:

RESOLVED, that the proposed Rate Book modifications contained within the attached Exhibit A are hereby adopted and approved and shall be effective as of June 1, 2021, which is no less than thirty (30) days from the date of this Resolution.

FURTHER RESOLVED, that Commissioner Dylan Aafedt is hereby designated as the Secretary of the Commission and shall record meeting minutes for all formal meetings of the Commissioners in which Commission business is discussed.

FURTHER RESOLVED, that the said meeting minutes and all formal resolutions of this Commission shall be recorded in writing and shall be made available to the City, and any resident thereof, and LRES, and any officer or director thereof, upon written request made to the Commission or to any Commissioner.

FURTHER RESOLVED, that the Commissioner appointed by the City shall make all formal resolutions of this Commission available to the City Council, and that the Secretary of the Commission shall make all formal resolutions of this Commission available to the LRES Board of Directors.

EFFECTIVE DATE OF RESOLUTIONS

RESOLVED, that the effective date of the aforesaid resolutions shall be the 14th day of April, 2021.

IN WITNESS WHEREOF, the undersigned, the duly appointed Commissioners of the Miltona Natural Gas Commission, hereby certify that the foregoing resolutions of the Commissioners of the Commission were adopted at a meeting of the Commissioners, at which all Commissioners were present and duly authorized to take such action, and that such action was taken on and as of the stated Effective Date.

Brian Carpenter  
\_\_\_\_\_  
Brian Carpenter, Mayor of Miltona, MN  
Commissioner (City)

*Tim Thompson*  
Tim Thompson (Apr 16, 2021 13:09 CDT)  
\_\_\_\_\_  
Tim Thompson  
Commissioner (LRES)

*Dylan Aafedt*  
\_\_\_\_\_  
Dylan Aafedt  
Commissioner (LRES)

**RESOLUTION OF THE COMMISSIONERS  
OF THE  
PARKERS PRAIRIE NATURAL GAS COMMISSION**

Approving Rate Book As Amended April 19, 2021  
Dated: April 19, 2021

The Commissioners of the Parkers Prairie Natural Gas Commission, having convened at the request of one or more Commissioners on April 19, 2021, adopts the following resolutions as formal action of the Commission, which are hereby recorded in writing.

**RECITALS**

WHEREAS, Lake Region Energy Services, Inc. (“LRES”) has been granted a franchise by the City Council for the City of Parkers Prairie (“City”) to construct and operate natural gas facilities and to operate a natural gas utility for the benefit of public and private customers within each City and surrounding areas; and

WHEREAS, the provisions of said City Ordinance establish a Commission comprised of one (1) representative appointed by the City and two (2) representatives appointed by LRES, which has the sole authority to regulate gas retail rates within the City (“Commission”); and

WHEREAS, the City has duly appointed Kevin Birkholz as its representative to serve on the Commission, and LRES has duly appointed Tim Thompson and Dylan Aafedt as its representatives to serve on the Commission, and each undersigned Commissioner represents that he or she has not resigned said appointment or otherwise been removed or suspended and has lawful authority to serve on the Commission; and

WHEREAS, the Commission has convened at the request of at least one Commissioner to discuss the affairs of the Commission, to review the LRES Rate Book, and to take other appropriate action; and

WHEREAS, the Commissioners have determined it to be in the best interests of the City, and the public and private natural gas customers therein, to amend the LRES Rate Book as shown in the attached Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Commissioners have determined that it is in the best interest of the Commission that a designated Commissioner serve as the Secretary of the Commission, so that meeting minutes and resolutions of the Commission may be taken and made available to the City Council and to the LRES Board of Directors, as required by the Commission.

NOW, THEREFORE, BE IT:

RESOLVED, that the proposed Rate Book modifications contained within the attached Exhibit A are hereby adopted and approved and shall be effective as of June 1, 2021, which is no less than thirty (30) days from the date of this Resolution.

FURTHER RESOLVED, that Commissioner Dylan Aafedt is hereby designated as the Secretary of the Commission and shall record meeting minutes for all formal meetings of the Commissioners in which Commission business is discussed.

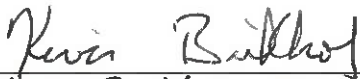
FURTHER RESOLVED, that the said meeting minutes and all formal resolutions of this Commission shall be recorded in writing and shall be made available to the City, and any resident thereof, and LRES, and any officer or director thereof, upon written request made to the Commission or to any Commissioner.

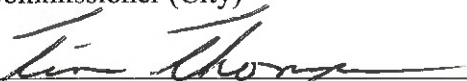
FURTHER RESOLVED, that the Commissioner appointed by the City shall make all formal resolutions of this Commission available to the City Council, and that the Secretary of the Commission shall make all formal resolutions of this Commission available to the LRES Board of Directors.

EFFECTIVE DATE OF RESOLUTIONS

RESOLVED, that the effective date of the aforesaid resolutions shall be the 19<sup>th</sup> day of April, 2021.

IN WITNESS WHEREOF, the undersigned, the duly appointed Commissioners of the Parkers Prairie Natural Gas Commission, hereby certify that the foregoing resolutions of the Commissioners of the Commission were adopted at a meeting of the Commissioners, at which all Commissioners were present and duly authorized to take such action, and that such action was taken on and as of the stated Effective Date.

  
\_\_\_\_\_  
Kevin Birkholz, Mayor of Parkers Prairie  
Commissioner (City)

  
\_\_\_\_\_  
Tim Thompson  
Commissioner (LRES)

  
\_\_\_\_\_  
Dylan Aafedt  
Commissioner (LRES)



**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT B-3**

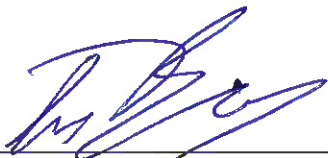
**Municipality Acknowledgements of Receipt of Rate Book as  
Amended April 13, 2021**

**ACKNOWLEDGEMENT OF RECEIPT OF RATE BOOK  
AS AMENDED APRIL 26, 2021**

I, Troy Beiswenger, do hereby certify that: (1) I am the duly-elected and appointed mayor of the City of Deer Creek, Minnesota (hereinafter the "City"); (2) I am the duly-appointed representative of the City to the natural gas commission which oversees rates and services provided by Lake Region Energy Services, Inc. as established by City Ordinance; and (3) that the City has received a true and correct copy of the Lake Region Energy Services, Inc. Rate Book, as last amended by the said Commission on April 26, 2021, which shall take effect thirty (30) days following its filing with the Public Utilities Commission pursuant to Minn. Stat. § 216B.16, Subd. 12(b).

IN WITNESS WHEREOF, the undersigned duly-elected and appointed Mayor of the City of Deer Creek, Minnesota hereby certifies that the foregoing statements are true and correct, as of the date of this acknowledgement.

Dated: April 26, 2021


  
\_\_\_\_\_  
By: Troy Beiswenger  
Mayor of the City of Deer Creek, MN

**ACKNOWLEDGEMENT OF RECEIPT OF RATE BOOK  
AS AMENDED April 13, 2021**

I, Perry Coleman, do hereby certify that: (1) I am the duly-elected and appointed mayor of the City of Dent, Minnesota (hereinafter the "City"); (2) I am the duly-appointed representative of the City to the natural gas commission which oversees rates and services provided by Lake Region Energy Services, Inc. as established by City Ordinance; and (3) that the City has received a true and correct copy of the Lake Region Energy Services, Inc. Rate Book, as last amended by the said Commission on April 13, 2021, which shall take effect thirty (30) days following its filing with the Public Utilities Commission pursuant to Minn. Stat. § 216B.16, Subd. 12(b).

IN WITNESS WHEREOF, the undersigned duly-elected and appointed Mayor of the City of Dent, Minnesota hereby certifies that the foregoing statements are true and correct, as of the date of this acknowledgement.

Dated: April 13, 2021

  
\_\_\_\_\_  
Mayor, City of Dent

**ACKNOWLEDGEMENT OF RECEIPT OF RATE BOOK  
AS AMENDED April 14, 2021**

I, Brian Carpenter, do hereby certify that: (1) I am the duly-elected and appointed mayor of the City of Miltona, Minnesota (hereinafter the “City”); (2) I am the duly-appointed representative of the City to the natural gas commission which oversees rates and services provided by Lake Region Energy Services, Inc. as established by City Ordinance; and (3) that the City has received a true and correct copy of the Lake Region Energy Services, Inc. Rate Book, as last amended by the said Commission on April 14, 2021, which shall take effect thirty (30) days following its filing with the Public Utilities Commission pursuant to Minn. Stat. § 216B.16, Subd. 12(b).

IN WITNESS WHEREOF, the undersigned duly-elected and appointed Mayor of the City of Miltona, Minnesota hereby certifies that the foregoing statements are true and correct, as of the date of this acknowledgement.

Dated: April 14, 2021

Brian Carpenter

Brian Carpenter (April 14, 2021 14:26 CDT)  
By: Brian Carpenter  
Mayor of Miltona, Minnesota

**ACKNOWLEDGEMENT OF RECEIPT OF RATE BOOK  
AS AMENDED April 19, 2021**

I, Kevin Birkholz do hereby certify that: (1) I am the duly-elected and appointed mayor of the City of Parkers Prairie, Minnesota (hereinafter the "City"); (2) I am the duly-appointed representative of the City to the natural gas commission which oversees rates and services provided by Lake Region Energy Services, Inc. as established by City Ordinance; and (3) that the City has received a true and correct copy of the Lake Region Energy Services, Inc. Rate Book, as last amended by the said Commission on June 1, 2021, which shall take effect thirty (30) days following its filing with the Public Utilities Commission pursuant to Minn. Stat. § 216B.16, Subd. 12(b).

IN WITNESS WHEREOF, the undersigned duly-elected and appointed Mayor of the City of Parkers Prairie, Minnesota hereby certifies that the foregoing statements are true and correct, as of the date of this acknowledgement.

Dated: April 19, 2021

Kevin Birkholz  
By: Kevin Birkholz  
Mayor of Parkers Prairie

**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT C**

**Rate Book (Redlined)**  
*(As revised April 13, 2021)*



Lake Region Energy Services Tariff Book

Rates / Services & Regulations **Book**

-  
-  
Originated January 2017 (as amended August 23, 2017)

-  
TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<del>1. CONTACT LIST</del>	<del>3</del>
<del>2. LIST OF AREAS SERVED BY LAKE REGION ENERGY SERVICES</del>	<del>4</del>
<del>3. TECHNICAL TERMS AND ABBREVIATIONS</del>	<del>5</del>
<del>4. RATE SCHEDULES AND APPLICABLE PROVISIONS</del>	<del>8</del>
<del>    Lake Region Energy Services Gas Sales Service</del>	<del>8</del>
<del>    Base Cost of Gas</del>	<del>8</del>
<del>5. RESIDENTIAL SALES SERVICE</del>	<del>9</del>
<del>6. SMALL VOLUME COMMERCIAL SALES SERVICE</del>	<del>10</del>
<del>7. LARGE VOLUME COMMERCIAL AND INDUSTRIAL SALES</del>	<del>11</del>
<del>8. AGRICULTURAL HEATING AND DRYING SALES</del>	<del>12</del>
<del>9. INTERRUPTIBLE SALES SERVICE</del>	<del>13</del>
<del>10. SMALL VOLUME FIRM TRANSPORTATION SERVICE</del>	<del>15</del>
<del>11. STANDBY PEAKING SALES SERVICE RIDER</del>	<del>16</del>
<del>12. NEW AREA SURCHARGE RIDER</del>	<del>17</del>
<del>13. PURCHASE GAS ADJUSTMENT RIDER</del>	<del>18</del>
<del>14. STATEMENT OF PURCHASE GAS ADJUSTMENTS</del>	<del>19</del>
<del>15. FRANCHISE FEE RIDER</del>	<del>20</del>
<del>16. CREDIT POLICY RIDER</del>	<del>21</del>
<del>17. GENERAL INFORMATION</del>	<del>23</del>
<del>18. APPLICATION FOR GAS SERVICE</del>	<del>24</del>
<del>19. GAS MAINS</del>	<del>25</del>
<del>20. GAS SERVICE LINES</del>	<del>27</del>
<del>21. GAS METERS</del>	<del>29</del>
<del>22. CUSTOMERS DEPOSITS</del>	<del>31</del>
<del>23. ACCESS TO CUSTOMERS PREMISES</del>	<del>32</del>
<del>24. BILLING</del>	<del>33</del>
<del>25. PAYMENT OF BILLS</del>	<del>34</del>
<del>26. DISCONTINUANCE OR REFUSAL OF GAS SERVICE</del>	<del>35</del>
<del>27. DISCONTINUANCE OR REFUSAL DURING COLD WEATHER</del>	<del>36</del>
<del>28. RESPONSIBILITY OF THE CUSTOMER AND LAKE REGION ENERGY SERVICES</del>	<del>37</del>
<del>29. CUSTOMER SERVICE</del>	<del>38</del>
<del>30. CUSTOMER REQUEST UTILITY WORK</del>	<del>39</del>
<del>-</del>	
<del>-</del>	
<del>-</del>	
<del>-</del>	
<del>-</del>	



**Section 1-**

---

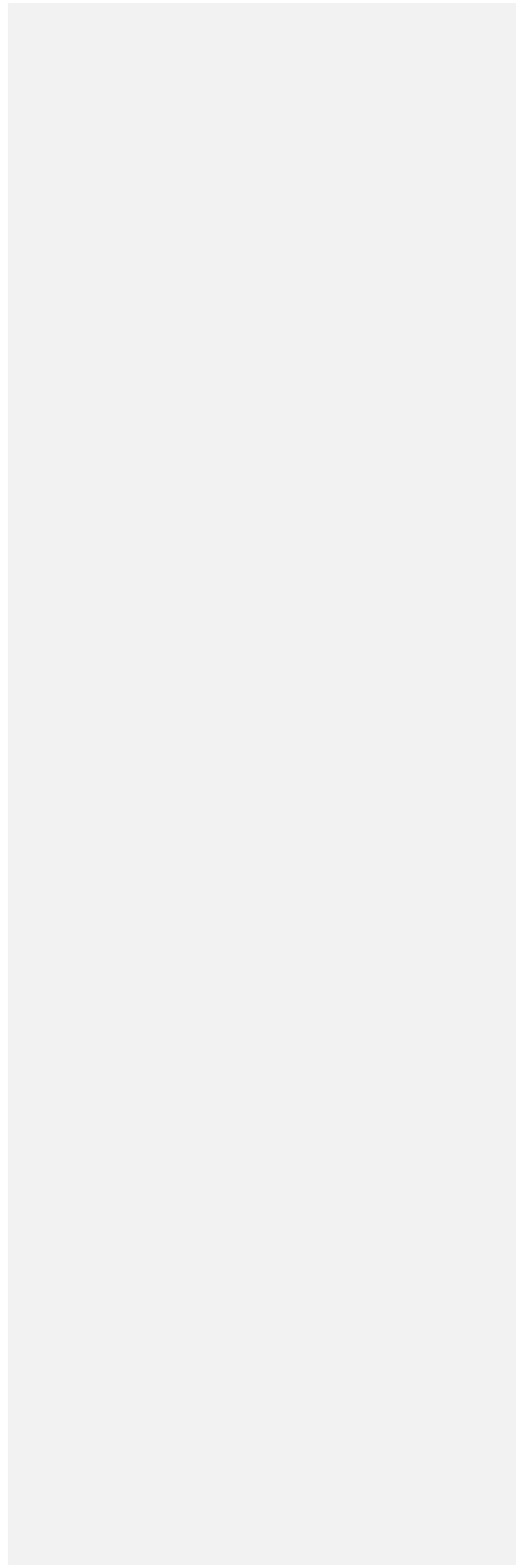
-  
-  
~~CONTACT LIST~~  
-

Revision History

<u>Revision Number</u>	<u>Date</u>	<u>Nature of Revision</u>	<u>Approved by</u>
<u>0</u>	<u>01-2017</u>	<u>Origination</u>	
<u>1</u>	<u>08-23-2017</u>	<u>Amendment to add new territory</u>	
<u>3</u>	<u>2021</u>	<u>Rate changes and personnel updates</u>	

## Table of Contents

<i>Section 1: Contact Lists</i>	6
<i>Section 2: List of areas served by Lake Region Energy Services</i>	8
<i>Section 3: Technical Terms and Abbreviations</i>	10
<i>Section 4: Lake Region Energy Services Gas Sales Service</i>	13
<i>Section 5: Residential Sales Service</i>	14
<i>Section 6: Small Volume Commercial Sales Service</i>	16
<i>Section 7: Large Volume Commercial and Industrial Sales Service</i>	18
<i>Section 8: Non-Interruptible Agricultural Sales Service</i>	20
<i>Section 9: Non-Interruptible Drying Sales Service</i>	22
<i>Section 10: Interruptible Commercial Sales Service</i>	23
<i>Section 11: Interruptible Drying Sales Service</i>	27
<i>Section 12: Small Volume Firm Transportation Service</i>	29
<i>Section 13: Standby Peaking Sales Service Rider</i>	32
<i>Section 14: New Area Surcharge Rider (N/A)</i>	33
<i>Section 15: Purchased Gas Adjustment Rider</i>	35
<i>Section 16: Statement of Purchased Gas Adjustments</i>	36
<i>Section 17: Franchise Fee Rider</i>	37
<i>Section 18: Credit Policy Rider</i>	38
<i>Section 19: General Information</i>	41
<i>Section 20: Application for Gas Service</i>	42
<i>Section 21: Gas Mains</i>	43
<i>Section 22: Gas Service Lines</i>	45
<i>Section 23: Gas Meters</i>	49
<i>Section 24: Customer Deposits</i>	52
<i>Section 25: Access to Customer Premises</i>	54
<i>Section 26: Billing</i>	56
<i>Section 27: Payment of Bills</i>	58
<i>Section 28: Discontinuance or Refusal of Gas Service</i>	60
<i>Section 29: Discontinuance or Refusal of Gas Service During Cold Weather</i>	62
<i>Section 30: Responsibility of the Customer and Lake Region Energy Services</i>	64
<i>Section 31: Customer Service</i>	66



## Section 1: Contact Lists

The following lists the addresses, emergency contacts, and the responsible parties of Lake Region Energy Services, Inc.

-

### **Officers**

-

President/CEO: ~~\_\_\_\_\_~~ Tim Thompson

-

Secretary/VP of Business Development ~~\_\_\_\_\_~~ Dan Husted

-

-

Treasurer/CFO ~~\_\_\_\_\_~~ Lloyd Nelson

-

VP Operations

& Engineering: ~~\_\_\_\_\_~~ Al Fazio

-

Main Office: ~~\_\_\_\_\_~~ Lake Region Energy Services, Inc.

~~\_\_\_\_\_~~ 1401 S. Broadway

~~\_\_\_\_\_~~ Pelican Rapids, MN 56572

~~\_\_\_\_\_~~ 218-863-1171

~~\_\_\_\_\_~~

Emergency

Contact

Manager: ~~\_\_\_\_\_~~ Lloyd Nelson

~~\_\_\_\_\_~~ Cellular 701-306-8761

~~\_\_\_\_\_~~ Office 218-863-1171

-

~~\_\_\_\_\_~~ Systems Operations Specialist: Brady Roisum

~~\_\_\_\_\_~~ Cellular 218-849-2247

~~\_\_\_\_\_~~ Office 218-863-1171

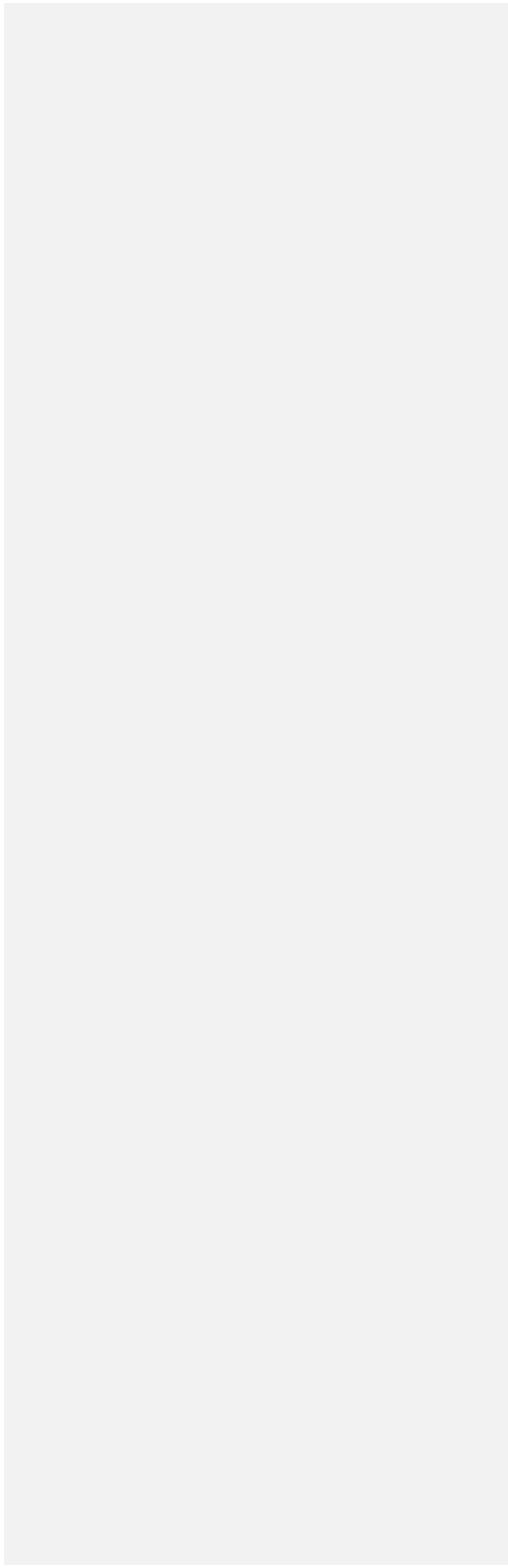
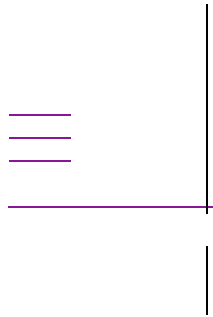
-

~~\_\_\_\_\_~~

<u>President/CEO</u>	<u>Tim Thompson</u>
<u>Secretary/VP of Business Solutions</u>	<u>Dylan Aafedt</u>
<u>VP Operations &amp; Engineering</u>	<u>Al Fazio</u>

### Contacts

<u>Main Office</u>	<u>Lake Region Energy Services</u> 1401 S. Broadway Pelican Rapids, MN 56572 <u>218-863-1171</u>
<u>Emergency Contact Manager</u>	<u>Lon Peterson</u> Cell: 218-849-9026 <u>Office: 844-645-1281</u>
<u>Systems Operations Specialist</u>	<u>Brady Roisum</u> Cellular: 218-849-2247 <u>Office: 218-863-1171</u>



**Section 2: List of areas served by Lake Region Energy Services**

---

-  
-  
-

~~LIST OF AREAS SERVED BY LAKE REGION ENERGY SERVICES, INC.~~

-  
-

Lake Region Energy Services will supply gas service to the following cities and surrounding areas.-

-

Cities-

-

~~Parkers Prairie-~~

~~Deer Creek-~~

-

Townships-

-

~~Deer Creek-~~

~~Parkers Prairie-~~

~~Iman-~~

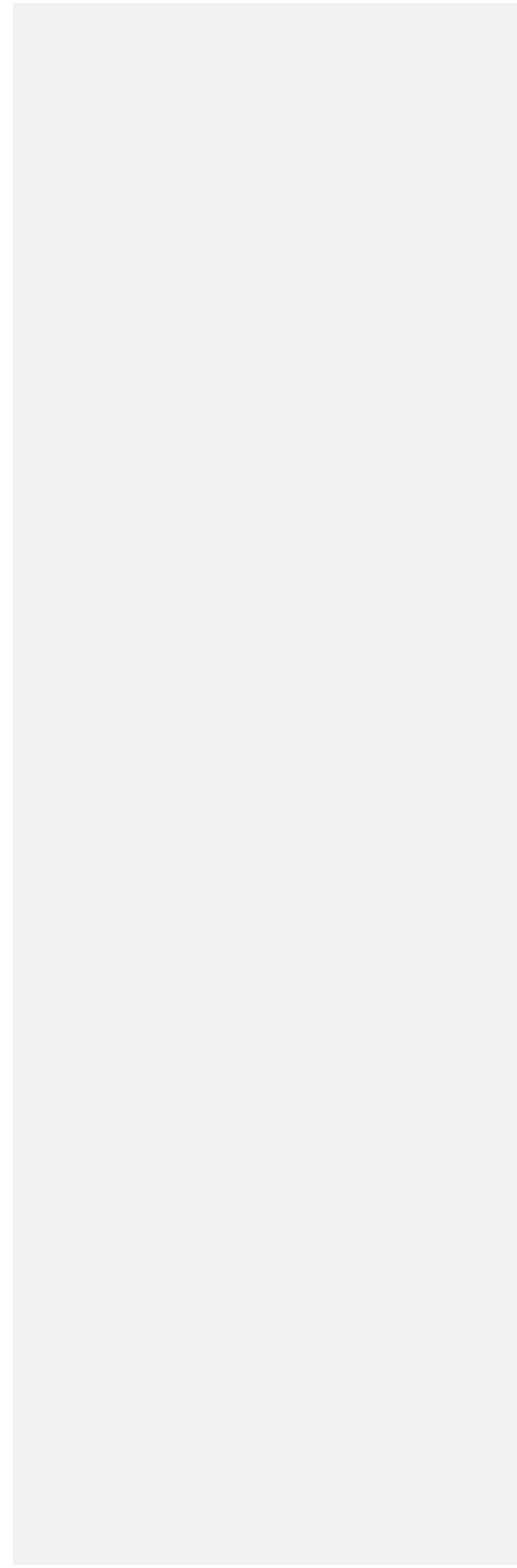
~~Elmo-~~

-

-

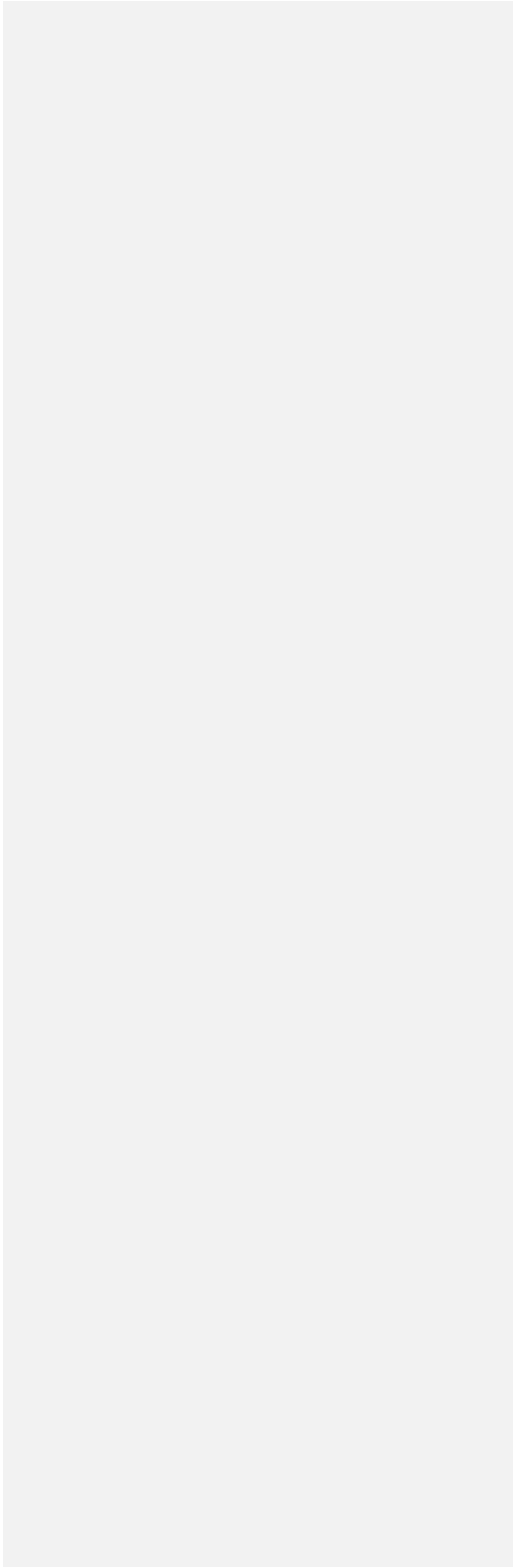
\_\_\_\_\_

<u>Cities</u>	<u>Townships</u>
<u>Deer Creek</u>	<u>Deer Creek</u>
<u>Parkers Prairie</u>	<u>Parkers Prairie</u>
<u>Miltona</u>	<u>Iman</u>
<u>Dent</u>	<u>Elmo</u>
	<u>Dead Lake</u>
	<u>Rush Lake</u>
	<u>Perham</u>
	<u>Edna</u>
	<u>Dora</u>
	<u>Star Lake</u>
	<u>Miltona</u>
	<u>Ida</u>
	<u>Leaf Valley</u>



	<u>Carlos</u>
--	---------------

|



## **Section 3: Technical Terms and Abbreviations**

### ~~TECHNICAL TERMS AND ABBREVIATIONS~~

#### **Applicant-**

A person, firm, association, partnership, corporation, limited liability company, or other entity, and any agency or political subdivision of the federal, state, or local government requesting Lake Region Energy Services to supply gas service. A request for gas service is distinguished from an inquiry as to the availability of or charges for such service.-

#### **Customer-**

The person, firm, association, partnership, corporation, limited liability company, or other entity or any agency of the federal, state, or local government being supplied with gas service by Lake Region Energy Services in whose name service is rendered as evidenced by an application, contract, or agreement for service. In the absence of an application, contract, or agreement for service, the customer shall be the person receiving or paying bills issued in his/her or its name, regardless of the identity of the actual user of the service.-

#### **Gas Mains-**

Any pipe used or useable for the purpose of delivering and distributing gas to individual gas service lines or other gas mains.-

#### **Gas Main Extension-**

An extension of an existing gas main.-

#### **Gas Service Line-**

All pipe, valves, and fittings from and including the connection at the gas main up to the including the stopcock on the inlet side of the regulator or gas meter.-

#### **Gas Meter Set-**

All fittings, including regulator, meter and attachment bracket between the stopcock at the end of the gas service line and the connection to the customer's piping at the outlet of the meter.-

#### **Normal Gas Meter location-**

On the outside of the building to be served and on the face or within five feet of the corner of the building in closest proximity to the gas main to which the gas service pipe is to be attached.-

#### **Normal Gas Service Line-**

A gas service pipe installed in a straight line from the gas main to a normal gas meter location.-

#### **Notices-**

Unless otherwise specified, any notice from Lake Region Energy Services to a customer or from a customer to Lake Region Energy Services, may be oral or written.-

A written notice from Lake Region Energy Services may either be delivered in person or via a nationally recognized delivery service (e.g., UPS) or mailed to the ~~customer's~~customer's last known address. A written notice from the customer may either be delivered or mailed to Lake Region Energy Services main office at 1401 S. Broadway [PO Box 643](#), Pelican Rapids, MN 56572.-

#### **Person-**

An individual person, firm, association, partnership, corporation, limited liability company, or other entity, or any agency or political subdivision of the ~~Federal~~federal, state, or local government, or any applicant or customer as herein defined.-

#### **Premises-**



The structure or structures owned or occupied by a person including the lot or land upon which they are situated, and all other land owned or occupied by the persons contiguous thereto.-

-

**Regular Construction Season-**

The period beginning April 1 and ending October 31 of each year.-

-

**Commission or PUC-**

The Minnesota Public Utilities Commission-

-

**Date Issued-**

The date the rate schedule, contract, agreement, etc. is submitted to the [municipality](#).

**Municipality--**

-

**Municipality-**

Parkers Prairie ~~or~~, Deer Creek, [Miltona, or Dent, MN](#).

-

**Standby Gas Service-**

Service continuously available through a permanent connection to provide gas for customer's use in case of failure of another regularly used source of energy.-

-

**Supplementary Gas Service-**

Service continuously available through a permanent connection to supplement or augment directly or indirectly on an intermittent basis another source of energy.-

-

**Emergency Gas Service-**

Service supplied through a temporary connection for customer's use when ~~his~~[the](#) usual source of energy has failed.-

-

**Residential Customer-**

A customer who uses gas for general household purposes in a space occupied as a living unit, such as a single private residence, single flat or apartment with less than five units, fraternity house, sorority ~~house~~ or rooming house.-

-

**Commercial Customer-**

A customer who uses gas in the conduct of a business enterprise in space occupied and operated for commerce, such as stores, offices, shops, hotels, apartment hotels, multiple flats, or apartments with five or more units, wholesale houses, warehouses, garages, filling stations, greenhouses, turkey barns, agriculture, nurseries and kennels, schools, churches, hospitals, and other institutions of similar nature.-

-

**Agricultural Customer**

A customer who uses gas primarily for heating large volume barns or for crop drying.

**Industrial Customer-**

A customer who uses gas in a space dedicated to the production of articles of commerce through manufacturing, processing, refining, mining, or fabricating.-

-

**Contributions in Aid of Construction-**

Moneys deposited with Lake Region Energy Services by customers or applicants as non-refundable contributions to aid expansion of the distribution system, when Lake Region Energy Services determines that specific extensions of service are in excess of requirements allowed by ~~these Rules and Regulations~~[this tariff](#) without a contribution. Included are excess service charges, casing charges, and in some cases, excess main charges.-

-

**Advances for Construction-**

Moneys advanced to Lake Region Energy Services by customers or applicants as a refundable, non-

interest-bearing advance for extension of the distribution system that are deemed not economically feasible or abnormal as determined by ~~these Rules and Regulations~~ this tariff. These advances are refundable in full or part for only a specific period.

-

**Therm**

The billing unit used to determine the amount a customer pays for ~~their~~ the natural gas ~~consumed~~ they consume. A ~~Therm~~ therm is a measurement of energy or heat equal to approximately 100,000 BTUs.

-

# RATE SCHEDULES AND APPLICABLE PROVISIONS.

Section 4

## Lake Region Energy Services Gas Sales Service

### Lake Region Energy Services Gas Sales Service

#### COST OF PURCHASED GAS:-

This is the base price of gas per ~~Therm~~therm paid to suppliers to have gas delivered to our system. This cost is based on the following expenses, ~~and the final price will be determined when system is operational.~~

	Firm-	Interruptible-
Cost of Gas-	\$0.2949-	\$0.2949-
GMT Commodity Transmission Fee-	\$0.0760-	\$0.0760-
Viking Commodity Charge-	\$0.0045-	\$0.0045-
Viking Demand Charge-	\$0.07460-	none-
Base Cost of Gas-	\$0.4500-	\$0.3754-

The foregoing categories are used in determining the base cost of gas per ~~Therm~~therm, subject to occasional adjustment ~~from time to time.~~

Deleted Cells

**Section 5**

~~RESIDENTIAL SALES SERVICE~~

~~Rate Schedules: Residential Firm Rates Sales Service~~

**Availability-**

Residential Sales Service is available upon request to Residential Firm customers contingent on an adequate gas supply and distribution system capacity.-

**Rate:-**

MONTHLY ~~BASIC~~SERVICE CHARGE \_\_\_\_\_  
\$10.00-

~~DELIVERY CHARGE PER THERM~~    ~~BASE COST OF GAS PER THERM~~    ~~TOTAL COST OF DELIVERED GAS~~  
\_\_\_\_\_ \$0.6700                      \$0.4500                      \$1.12

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS PER THERM</u>	<u>TOTAL COST OF DELIVERED GAS</u>
<u>\$0.6700</u>	<u>\$0.4500</u>	<u>\$1.12</u>

**Therm Factor Adjustment-**

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 ~~PSIA~~psi, and a gas temperature of 60 ~~degrees Fahrenheit~~-F.

**Minimum Monthly Bill-**

When no consumption occurs during the billing month, the ~~Monthly Basic Charge of~~ service charge listed above ~~\$10.00~~ will apply.-

**Due Date-**

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date. ~~However, customers who pay by automatic bank draft may select a due date which is greater than five days before the next scheduled billing date.~~

**Late Payment Charge-**

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. ~~“Delinquent amount”~~ is the portion of a customer’s account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, ~~“delinquent amount”~~ is the lesser of the unpaid account balance or past due scheduled payments.

All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.-

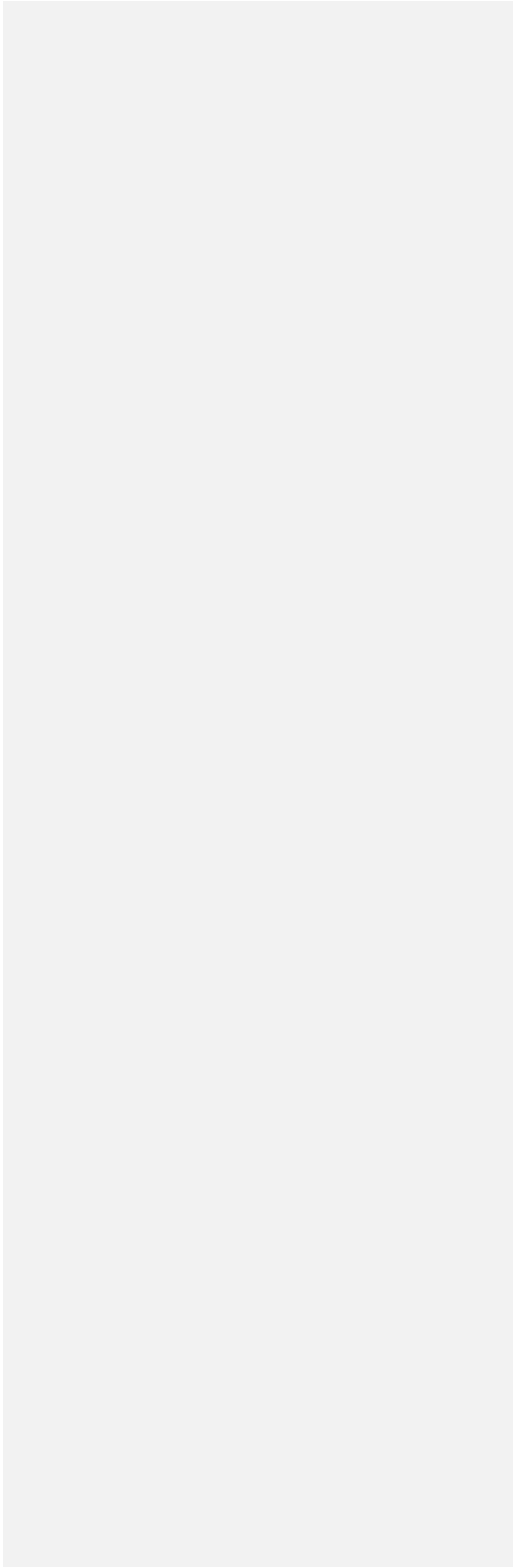
**Franchise Fee-**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.-

**Purchased Gas Adjustment Rider-**

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.-

-  
\_\_\_\_\_  
  
\_\_\_\_\_



**Section 6-**

**SMALL VOLUME COMMERCIAL  
SALES SERVICE**

**Commercial Firm Rates: Small Volume Commercial  
Sales Service**

**Availability-**

Small Volume Commercial Service is available to ~~Commercial~~commercial customers whose annual usage is less than ~~5,000 Therms~~2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for commercial service.-

**Rate: Annual Demand**

MONTHLY **BASIC**

SERVICE CHARGE-

~~\$10.00~~ Less than 5,000 Therms ~~\$20.00~~

~~DELIVERY CHARGE PER THERM~~ ~~BASE COST OF GAS PER THERM~~ ~~TOTAL COST OF DELIVERED GAS~~

~~\$0.6200~~

~~\$0.4500~~

~~\$1.0700~~

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS PER THERM</u>	<u>TOTAL COST OF DELIVERED GAS</u>
<u>\$0.6700</u>	<u>\$0.4500</u>	<u>\$1.12</u>

**Therm Factor Adjustment-**

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 ~~PSIA~~psi, and a gas temperature of 60 ~~degrees Fahrenheit~~-°F.

**Minimum Monthly Bill-**

When no consumption occurs during the billing month, the ~~Monthly Basic Charge applicable as monthly~~ service charge listed above will apply.-

**Due Date-**

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date. ~~However, customers who pay by automatic bank draft may select a due date which is greater than five days before the next scheduled billing date.~~

**Late Payment Charge-**

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, ~~'delinquent amount'~~ 'delinquent amount' is the lesser of the unpaid account balance or past due scheduled payments.- All payments

received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.-

- **Franchise Fee-**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.-

- **Purchased Gas Adjustment Rider-**

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

---

~~The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.~~

## Section 7

### ~~LARGE VOLUME COMMERCIAL AND INDUSTRIAL SALES SERVICE~~

### Large Volume Commercial and Industrial Sales Service ~~Firm Rates Large:~~

#### ~~Availability:-~~

~~Large Volume Commercial and Industrial Sales Service is available to Commercial and Industrial firm customers whose annual usage is greater than 5,000 Therms 2,100 therms contingent on an adequate gas supply and distribution system capacity. ~~There~~ Their gas usage is primarily for commercial and industrial usage.~~

#### ~~Rate: ANNUAL USAGE~~

#### ~~MONTHLY BASIC~~

#### ~~SERVICE CHARGE-~~

~~Greater than 5,000 Therms \$45.00~~

#### ~~DELIVERY CHARGE PER THERM BASE COST OF GAS PER THERM TOTAL COST OF DELIVERED GAS~~

~~\$0.4700 \$0.4500 \$0.9200~~

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS PER THERM</u>	<u>TOTAL COST OF DELIVERED GAS</u>
<u>\$0.4700</u>	<u>\$0.4500</u>	<u>\$0.9200</u>

#### ~~Therm Factor Adjustment:-~~

~~Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 PSI psi, and a gas temperature of 60 degrees Fahrenheit °F.~~

#### ~~Minimum Monthly Bill:-~~

~~When no consumption occurs during the billing month, the Monthly Basic Charge applicable as monthly service charge listed above will apply.~~

#### ~~Due Date:-~~

~~The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date. However, customers who pay by automatic bank draft may select a due date which is greater than five days before the next scheduled billing date.~~

#### ~~Late Payment Charge:-~~

~~Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service~~



past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

**Franchise Fee-**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

**Purchased Gas Adjustment Rider-**

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.  
~~The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.~~

---

## Section 8

~~AGRICULTURAL HEATING AND DRYING SALES SERVICE~~

### : Non-Interruptible Agricultural Heating and Drying Firm, Rates Large- Sales Service

#### Availability-

Non-Interruptible Agricultural Heating and Drying Sales Service is available for firm customers whose annual demands are usage is greater than ~~5,000 Therms~~ 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for agricultural ~~heating and drying~~ usage.-

Rate: ANNUAL USAGE \_\_\_\_\_  
MONTHLY BASIC \_\_\_\_\_

SERVICE CHARGE-  
 Greater than 5,000 \_\_\_\_\_ \$45.00 \_\_\_\_\_

~~Therms~~

~~DELIVERY CHARGE PER THERM~~ \_\_\_\_\_ ~~BASE COST OF GAS PER THERM~~ \_\_\_\_\_ ~~TOTAL COST OF DELIVERED GAS~~ \_\_\_\_\_  
 \_\_\_\_\_ \$0.4700 \_\_\_\_\_ \$0.4500 \_\_\_\_\_ \$0.9200 \_\_\_\_\_

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS PER THERM</u>	<u>TOTAL COST OF DELIVERED GAS</u>
<u>\$0.4700</u>	<u>\$0.4500</u>	<u>\$0.9200</u>

#### Therm Factor Adjustment-

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 ~~PSI~~ psi, and a gas temperature of 60 ~~degrees Fahrenheit~~ °F.

#### Minimum Monthly Bill-

When no consumption occurs during the billing month, the ~~Monthly Basic Charge applicable as~~ monthly service charge listed above will apply.-

#### Due Date-

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date. ~~However, customers who pay by automatic bank draft may select a due date which is greater than five days before the next scheduled billing date.~~

#### Late Payment Charge-

~~Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$40.00 or less.~~ "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments.- All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.-

-  
**Franchise Fee-**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.-

**Purchased Gas Adjustment Rider-**

~~The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas. The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.~~

---

---

## Section 9

---

### ~~INTERRUPTIBLE SALES SERVICE~~

Non-

Availability

## Interruptible Drying Sales Service

---

### Availability

Non-Interruptible Drying Sales Service is available for firm customers whose annual usage is greater than 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for drying usage.

### Rate

#### MONTHLY SERVICE CHARGE

\$45.00

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS PER THERM</u>	<u>TOTAL COST OF DELIVERED GAS</u>
<u>\$0.4700</u>	<u>\$0.4500</u>	<u>\$0.9200</u>

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the monthly service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 10: Interruptible Commercial Sales Service

### Availability

Interruptible Commercial Sales Service is available to commercial and industrial customers with requirements of 25 ~~Therms~~therms an hour or more and peak day requirements less than 2,000 ~~Therms~~therms, contingent on an adequate gas supply and distribution system capacity. This rate schedule shall apply to gas service consisting of a base level of firm gas volumes, supplemented by interruptible volumes.-

### Rate-

MONTHLY SERVICE CHARGE			
\$50.00			
Rate- ANNUAL USAGE	MONTHLY BASIC DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4400 <del>Less than 15,000-</del>		\$50.00 0.375400	\$0.8154

Therms-

DELIVERY CHARGE PER THERM — BASE COST OF GAS PER THERM — TOTAL COST OF DELIVERED GAS-

\$0.4400 — \$0.3754 — \$0.8154-

### Therm Factor Adjustment-

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 ~~PSIA~~psi, and a gas temperature of 60 ~~degrees Fahrenheit.~~ °F.

### Special Conditions Interruptible Volumes:-

- 1) Customer must have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment or agree to discontinue operations. Customer further agrees to curtail the use of gas on one (1) hour notice when requested by Lake Region Energy Services.  
~~Customer further agrees to curtail the use of gas on one (1) hour's notice when requested by Lake Region Energy Services.-~~
- 2) If a customer fails to discontinue use of gas within one hour of being requested to do so by Lake Region Energy Services, the customer will be deemed to have taken Unauthorized Gas. The penalty for unauthorized use of gas will be:-
  - a. For the first occurrence of the gas year: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$1.00 per ~~Therm.~~therm.
  - b. For subsequent occurrences: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$2.00 per ~~Therm.~~therm.

Deleted Cells

Inserted Cells

Inserted Cells

i. For purposes of this provision, the gas year is the twelve-month period beginning November 1 each year.

Further, Lake Region Energy Services shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

i. For purposes of this provision, the gas year is the twelve-month period beginning November 1 each year.

e. Further, Lake Region Energy Services shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

c.

**Special Conditions Interruptible-**

Customer may be required to install telemetry equipment. Customer may be required to install telemetry equipment. Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant investments, including telemetry equipment, required by Lake Region Energy Services for providing service to the customer. This investment shall remain the property of Lake Region Energy Services. This investment shall remain the property of Lake Region Energy Services.

**Due Date-**

~~The due date printed on customer bills will not be more than five days before the next scheduled billing date. The due date printed on customer bills will not be more than five days before the next scheduled billing date. However, customers who pay by automatic bank draft may select a due date which is greater than five days before the next scheduled billing date.~~

**Late Payment Charge-**

~~Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less.~~ "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. ~~All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.~~ All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

**Franchise Fee**

~~A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.~~

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

**Purchased Gas Adjustment Rider-**

~~The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.~~

## Section 1

0

~~SMALL VOLUME FIRM TRANSPORTATION SERVICE~~

-

-

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

---



**Section 1**

**Section 11: Interruptible Drying Sales Service**

**Availability-**

Interruptible Drying Sales Service is available to drying customers with requirements of 25 therms an hour or more and peak day requirements less than 2,000 therms, contingent on an adequate gas supply and distribution system capacity. This rate schedule shall apply to gas service consisting of a base level of firm gas volumes, supplemented by interruptible volumes.

**Rate**

**MONTHLY SERVICE CHARGE**  
\$50.00

<b><u>DELIVERY CHARGE PER THERM</u></b>	<b><u>BASE COST OF GAS PER THERM</u></b>	<b><u>TOTAL COST OF DELIVERED GAS</u></b>
<b><u>\$0.4400</u></b>	<b><u>\$0.375400</u></b>	<b><u>\$0.8154</u></b>

**Therm Factor Adjustment**

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

**Special Conditions Interruptible Volumes:**

- 1) Customer must have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment or agree to discontinue operations. Customer further agrees to curtail the use of gas on one (1) hour notice when requested by Lake Region Energy Services.
- 2) If a customer fails to discontinue use of gas within one hour of being requested to do so by Lake Region Energy Services, the customer will be deemed to have taken Unauthorized Gas. The penalty for unauthorized use of gas will be:
  - a. For the first occurrence of the gas year: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$1.00 per therm.
  - b. For subsequent occurrences: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$2.00 per therm.
    - i. For purposes of this provision, the gas year is the twelve-month period beginning November 1 each year.
  - c. Further, Lake Region Energy Services shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

**Special Conditions Interruptible**

Customer may be required to install telemetry equipment. Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant investments, including telemetry equipment, required by Lake Region Energy Services for providing service to the customer. This investment shall remain the property of Lake Region Energy Services.

## Section 1

### Due Date

The due date printed on customer bills will not be more than five days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

Section 1

Section 12: Small Volume Firm Transportation Service

Availability

Available to any firm customer whose annual requirements are more than ~~5000 Therms~~ 5,000 therms for the delivery of gas owned by the customer from a Lake Region Energy Services. ~~Town Border Station~~ border station(s) to a meter location on the customer's premise.

Rate

Rate: ANNUAL USAGE

MONTHLY ~~BASIC DELIVERY~~ SERVICE CHARGE ~~BASE COST OF GAS~~ CHARGE PER THERM ~~DEMAND CHARGE~~ Greater than 5000

Therms ~~\$150.00~~ \$0.450 ~~\$0~~

\$150.00

<u>DELIVERY CHARGE PER THERM</u>	<u>BASE COST OF GAS DEMAND CHARGE</u>
<u>\$0.4500</u>	<u>\$0</u>

- 1) Lake Region Energy Services may, at its option, take title to transportation gas, if necessary, to arrange interstate pipeline transportation to Lake Region Energy Services ~~Town Border Station(s)~~ town border stations.
- 2) Customer will provide Lake Region Energy Services with a reasonable estimate of total monthly consumption at least five (5) working days prior to the end of the preceding month.
- 3) Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant
- 3) investments, including telemetry equipment, required by Lake Region Energy Services for providing transportation services to the customer. This investment shall remain the property of Lake Region Energy Service.

Customer may choose to purchase firm transportation service under Lake Region Energy Services firm transportation (FT) rate as long as there will be no stranded costs for remaining firm service customers.

Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 ~~PSI~~ psi, and a gas temperature of 60 ~~degrees Fahrenheit~~ °F.

Nomination

Customer requesting changes to scheduled deliveries commencing at 9:00 a.m. central clock time (CCT), must directly advise Lake Region Energy Services by 9:00 a.m. CCT, on the preceding day (24 hours in advance), of the volumes to be delivered on its behalf from the ~~Town Border Station~~ town border station to the customer's premise. Lake Region Energy Services will utilize reasonable efforts to accommodate changes requested after the deadline. Customer will provide Lake Region Energy Services with a concurrent copy of all nominations made to

## Section 1

the transporting pipeline for deliveries nominated to Lake Region Energy ~~Services Town Border Station~~ Services' town border station(s).-

-

---

## Section 1

### **Balancing-**

To maintain the operational integrity of Lake Region Energy ~~Services~~Services' distribution system, the customer is responsible for:-

- 1) Scheduling deliveries which accurately reflect customer's expected total daily consumption; and
- 2) Balancing deliveries to Lake Region Energy ~~Services~~Services' system with volumes consumed at the delivery point-

### **Daily Balancing-**

When daily volumes of natural gas delivered on behalf of customer to Lake Region Energy ~~Services Town~~BorderServices' town border station receipt points or natural gas received at customer's designated delivery point differ, above or below daily scheduled volumes, the customer is out-of-balance. It is the customer's sole responsibility to maintain balance between nominated volumes and actual use and the customer is responsible for any overrun penalties, balancing charges, and any out of balance penalties incurred from its transportation of gas by its pipeline suppliers.——

1

### ~~STANDBY PEAKING SALES SERVICE RIDER~~

-  
-

---

**Section 1**

**Section 13: Standby Peaking Sales Service Rider**

**Availability-**

This ~~Rider~~rider applies to ~~Residential Sales Service~~residential sales service customers and ~~Commercial~~commercial and ~~Industrial Sales Service~~industrial sales service customers whose primary space heating energy is not natural gas and who require firm natural gas peaking service as a standby fuel during winter months. Customers receiving service under this ~~Rider~~rider are subject to all provisions of the ~~Residential Sales Service~~residential sales service or ~~Commercial~~commercial and ~~Industrial Sales Service Tariffs~~industrial sales service tariffs, as applicable, except as noted.-

**Rates-**

Customers will be billed under the appropriate ~~Residential Sales Service~~residential sales service or ~~Commercial~~commercial and ~~Industrial Sales Service~~industrial sales service rate schedule. In addition, the following will apply:-

~~RESIDENTIAL SALES SERVICE PER MONTH~~  
~~COMMERCIAL INDUSTRIAL SALES SERVICE PER MONTH~~

~~Fixed standby charges~~—\$5.00 **Standby Monthly Charges**  
\$9.00

<del>Residential Sales Service</del>	<del>\$5.00</del>
<del>Commercial Industrial Sales Service</del>	<del>\$9.00</del>

**Terms-**

Customers must enter into this ~~Rider~~rider for a minimum period of one (1) year.-

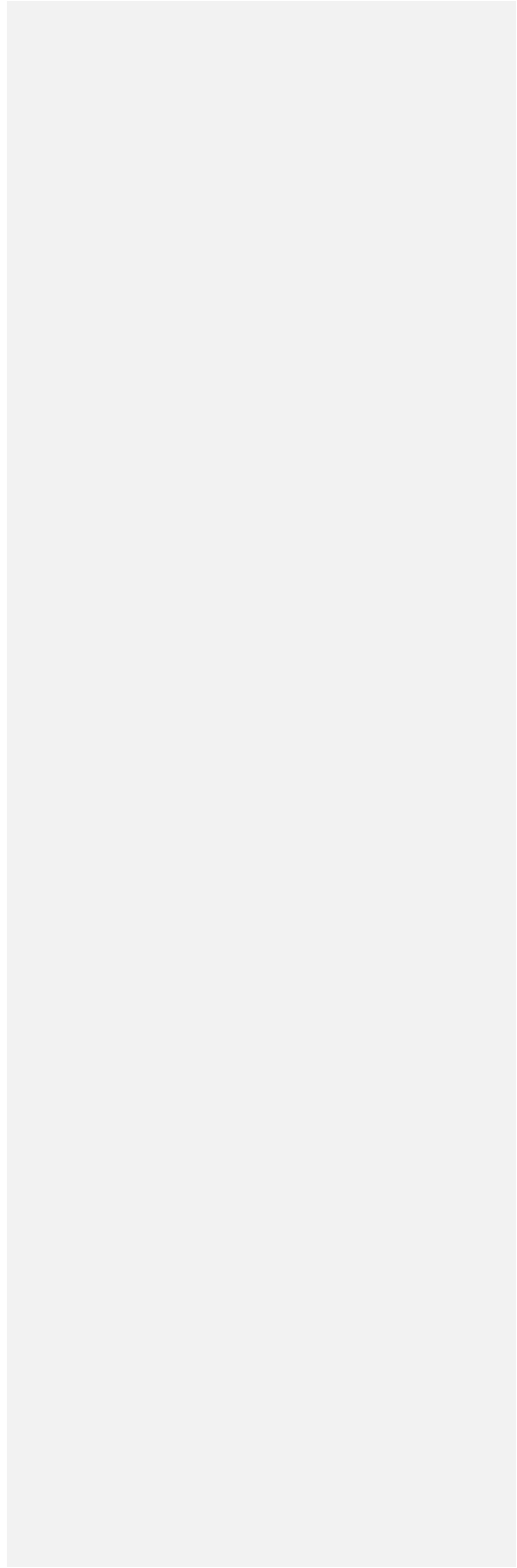
**Section 1**

**Section 14: New Area Surcharge Rider (N/A)**

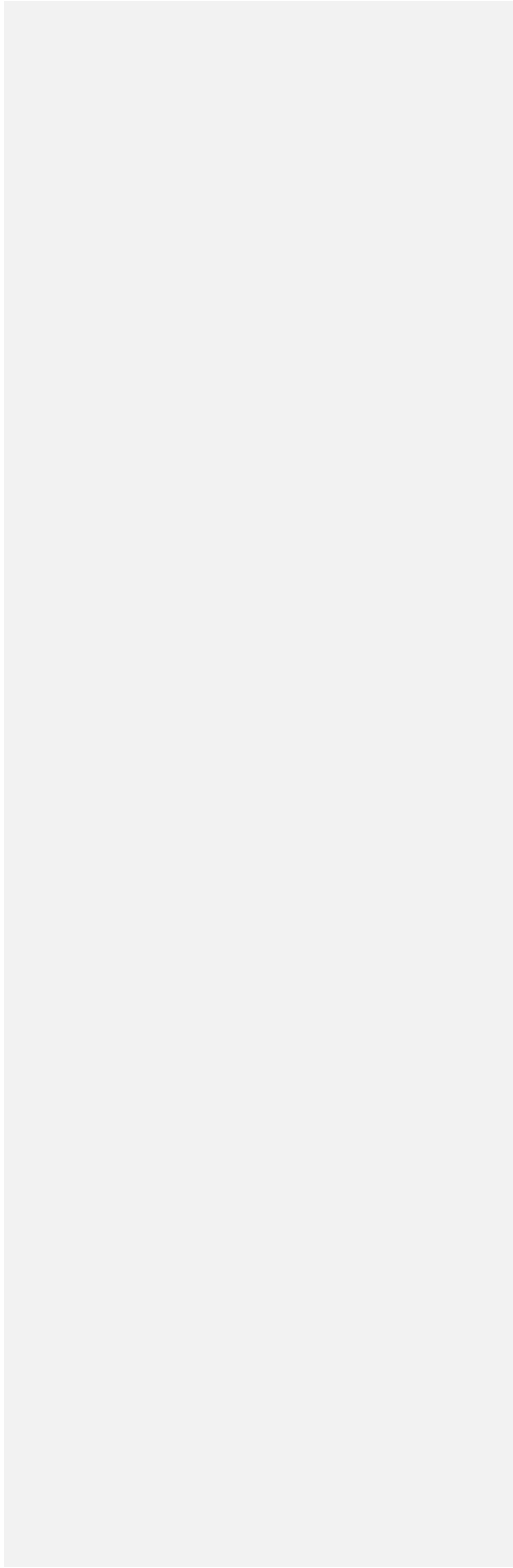
(Reserved: Not Applicable at this time)-

- 
- 
- 

\_\_\_\_\_



| -  
\_\_\_\_\_





## Section 13-15: Purchased Gas Adjustment Rider

-  
-  
-  
-  
-

### PURCHASED GAS ADJUSTMENT RIDER

#### **Purchased Gas Adjustment (PGA)-**

~~When in the event~~ there is a change in the delivered base cost of gas purchased by Lake Region Energy Services that ~~will result results~~ in a billing rate change ~~to be sold under Lake Region Energy Services gas service rate schedules~~, there ~~shall be~~ will be a purchased gas adjustment (PGA). This PGA will be added to or deducted from the monthly bill ~~computed there under the for all rate schedules~~. It shall be a product of the monthly consumption and the amount per ~~Therm therm~~ Therm to the nearest 0.001 ~~¢~~, by which the average annual purchased gas cost per ~~Therm therm~~ Therm at the new rate is more or less than the ~~"base gas cost" which is the cost of purchased gas established in Lake Region Energy Services latest company rate filing by rate class, expressed as a cost per Therm. gas"~~.

#### **Cost of Gas by Component-**

- a) Commodity ~~Unit Cost~~ unit cost is defined as the system commodity related costs forecasted to be incurred during the next month for forecasted sales for the same month.
- b) GMT ~~Delivery Fees~~ delivery fees is defined as the rate charged for transmission by GMT for transmission line delivery.
- c) Viking ~~Commodity~~ commodity and ~~Demand Charge Fees~~ demand charge fees are defined as the commodity-based charge for sourcing and balancing the gas supply, the basis, transportation of the pipeline and the firm transport.
- d) Annual demand unit cost is defined as annual budgeted demand costs divided by annual budgeted demand sales volumes.

#### **Annual Gas Cost Reconciliation:-**

For each twelve (12) month period ending June 30, an annual cost reconciliation by cost component will be determined based upon actual annual gas costs incurred by Lake Region Energy Services compared with annual gas costs recovered from volumes of gas sold. The annual cost recovered by cost component is the product of the total unit rate used in calculating the PGAs during the twelve (12) month period and the applicable gas sales volumes during the period when each of the total unit rates were in effect. The difference between actual cost and recovered cost for each component will be used in calculating a Gas Cost Reconciliation (GCR) factor for each rate schedule. The GCR factor will be applied to customers' ~~billings~~ billing on September 1 and will be in effect for a twelve (12) month period.

#### **Refund Procedure:-**

Refunds and interest on the refunds that are received from the suppliers or transporters of purchased gas and attributable to the cost of gas previously sold, will be annually reconciled and refunded to the customers. Refunds will be allocated to customer classes in proportion to previously charged costs of purchased gas. Within classes, the refund amount per unit will be applied to bills on the basis of individual twelve (12) month usage.

## Section 1416: Statement of Purchased Gas Adjustments

-

### STATEMENT OF PURCHASED GAS ADJUSTMENTS

-

Effective \_\_\_\_\_, 2019, September 1, 2019, the rate schedules listed below will be changed as provided in the purchased gas Adjustment Rider.-

-

	<u>\$ PER THERM</u>	<u>\$ PER THERM</u>	
RATE SCHEDULE PAGE <u>(SECTION V)</u>	PREVIOUS PGA EFFECTIVE-	CURRENT ADJUSTMENT-	PGA EFFECTIVE-
Residential Sales Service-	-	-	-
Small Volume Commercial-	-	-	-
Large Volume Commercial and Industrial-	-	-	-
Agricultural Heating and Drying	-	-	-

Interruptible Sale Service-

-

Interruptible Sale Service-

-

Deleted Cells  
Deleted Cells  
Deleted Cells

## Section 1517: Franchise Fee Rider

---

-

### ~~FRANCHISE FEE RIDER~~

-

Billing of Franchise Gross Earnings, Receipts or Revenue Tax, Excise Tax or Other Charges or Taxes, there shall be added to the customer's bill, an amount equal to any franchise gross earnings, excise or other charges or taxes now or hereafter imposed upon Lake Region Energy Services, whether imposed by ordinance, franchise or otherwise applicable to gas service supplied by Lake Region Energy Services to customer.-

-

~~The Company~~

Lake Region Energy Services remits 100% of these fees collected from ratepayers to the local governmental unit. The ~~Company~~company will notify the Minnesota Public Utilities Commission of any new, expired, or changed franchise ~~fees~~fees, authorized by Minn. Stat. § 2168.36 to raise revenue, 60 days prior to its implementation. Notification to the Minnesota Public Utilities Commission will include a copy of the relevant franchise ordinance, or other operative document authorizing imposition of the fee.-

-

~~The Company~~

Lake Region Energy Services will include the following language on the first bill of a customer on which a new or modified fee is listed:-

-

The Municipality granted Lake Region Energy Services a franchise to operate within the city limits. ~~A Gas franchise fee of xx of Gross Revenues/\$x.xx per Meter/\$x.xx per Therm will be collected from customers effective MM/DD/YYYY.~~ The line item appears on your bill as "City Franchise Fee." Lake Region Energy Services remits 100% of this fee to the MUNICIPALITY-municipality.

-

## Section 1618: Credit Policy Rider

### CREDIT POLICY RIDER

#### Applicability-

Applicable to any customer who is reasonably expected to use more than 20,000 ~~Therms~~therms of natural gas in a twelve-month period. The reasonable expectation of usage shall be calculated based on historical consumption on the property, any increased or decreased heating and/or processing load and the customer's declared usage needs. Special conditions are listed below.-

#### Method-

1. Prior to providing gas service to new customers to whom the rider is applicable, or prior to continuing to provide gas service to existing customers to whom the rider is applicable, Lake Region Energy Services may request a credit report from an independent credit bureau. If an independent credit bureau report is not available, or if such report does not provide sufficient financial information, Lake Region Energy Services may ask the customer to provide their most recent financial information (e.g., income statement, balance sheet and cash flow statements).-
2. In the case of existing customers-, financial information may be requested on an annual basis for any customer expected to use more than 20,000 ~~Therms~~therms per year, or whenever:-
  - a. the customer is planning a plant/facility expansion resulting in increased gas use of more than 20,000 ~~therms per year~~;  
~~Therms per year~~;
  - b. there is a merger or acquisition with another party;-
  - c. the customer is delinquent in paying their gas bill;-
  - d. Lake Region Energy Services must upgrade its facilities to provide the customer with gas-; or
  - e. there is evidence of other tangible economic or operational issues that may impact the customer's financial stability.-
3. If Lake Region Energy Services determines that the customer's most recent financial information indicates objective reasons for concern that the customer may not be able to pay its bills, Lake Region Energy Services may require the customer to provide a credit enhancement.-
  - a. The following are indications that a customer may not be able to pay its bills:-
    - ~~i. The~~ the customer has an unsatisfactory credit rating;
    - ~~ii. The~~ the customer has an insufficient prior credit history upon which a credit rating may be based;
    - ~~iii. The~~ the customer's audited financial reports indicate net losses from operations;
    - ~~iv. The~~ the customer's audited financial reports indicate negative cash flow from operations;
    - ~~v. The~~ the customer's audited financial reports indicate current liabilities that exceed their current assets;
    - ~~vi. The customer's audited financial reports indicate deficit retained earnings;~~ the customer's audited financial reports indicate deficit retained earnings;
    - ~~vii. The~~ the customer has substantial unresolved claims against the company (i.e., lawsuits, guarantees of another's indebtedness, environmental issues);-
    - ~~viii. The~~ the customer's auditors' opinion discloses that there is doubt about the company's ability to continue as a going concern;-
    - ~~ix. The~~ the customers have bond ratings below "investment grade"; or
    - ~~x. The~~ the customer is uninsurable or under-insurable.-
4. Acceptable "credit enhancements" that Lake Region Energy Services may require to assure payment of bills include:-
  - a. A guarantee of payment by a third party with a financial condition acceptable to Lake Region

Energy Services.

Services:-

- a. A deposit equal to 2 months' gas usage and, if the customer is a new customer or Lake Region Energy Services is incurring costs to upgrade its system to serve an existing customer, the amount of any capital
  - b. incurred to serve the customer. For new customers or customers that are expected to increase their usage, the deposit calculation will be based on reasonable projections, any increased or decreased heating and processing load and the customer's intended usage.-
-

- c. A surety bond or irrevocable letter of credit equal to 2 months' gas usage and, if the customer is a new customer or Lake Region Energy is incurring costs to upgrade its system to serve an existing customer, the amount of any capital incurred to serve the customer.-
  - d. An agreement that the customer will be billed and will remit payment on a weekly basis;~~or,~~
  - e. An agreement, if applicable, that the customer will procure gas supplies from a third party and utilize Lake Region Energy only as a transport service to deliver the gas to its facility.-
- 
5. If Lake Region Energy Services does require a "credit enhancement," it may request financial information (either an independent credit report or financial information from the customer) on a monthly or quarterly basis to assess any changes in the customer's financial condition. In any case, Lake Region Energy Services will review the customer's financial condition at least annually.-
- a. If the financial condition has improved, Lake Region Energy Services will refund any or all of the deposit required or reduce the amount of any bond or irrevocable letter of credit or otherwise reduce or remove the credit enhancement requirement.-
  - b. If the customer does not agree to the required credit enhancement or becomes more than 30 days delinquent, Lake Region Energy Services may refuse to serve the customer (if a new customer) or initiate the disconnection of gas service process immediately (if an existing customer) unless the customer makes credit arrangements or provides other credit enhancements acceptable to Lake Region Energy Services prior to initiating the disconnection of gas service, Lake Region Energy Services will notify the customer of the disconnection action by phone and ~~either/or~~ e-mail ~~or fax~~.-
- 

**Special Conditions-**

- 1. All provisions of the rate schedule under which a customer currently takes service apply unless otherwise changed by this ~~Rider-rider~~.
  - 2. ~~Any deposit is~~ Deposits are not automatically used to cover an overdue bill.-
- \_\_\_\_\_
- 
- \_\_\_\_\_

**Section 17-19: General Information**

---

**GENERAL INFORMATION**

~~These Rules and Regulations~~

~~This tariff~~ filed as part of the Lake Region Energy Services ~~Rates and Services Regulations~~ ~~Rate~~ Book are intended to promote safe and adequate service to the public, to provide standards for uniform and reasonable practices by Lake Region Energy Services, to set forth the terms and conditions under which gas service will be supplied and to govern all classes of service to the extent applicable, and are made a part of all agreements for the supply of gas service unless specifically modified in a particular rate schedule.

Lake Region Energy Services shall furnish service under ~~these Rules and Regulations~~ ~~this tariff~~ and its rate schedules. Copies of this ~~Rates and Services Regulations~~ ~~Rate~~ Book are available for inspection at the Lake Region Energy Services offices.

No representative of Lake Region Energy Services has authority to modify any provision contained in this Rate Book or to bind Lake Region Energy Services by any contrary promise or representation.

## Section 18

---

# APPLICATION FOR GAS SERVICE

## 20: Application for Gas Service

---

### Application

Application for new gas service or turn on of existing gas service may be made by the owner, occupant or agent in control of the property, in person at Lake Region Energy ~~Services~~ Services' business offices, by telephone, by fax, online, or by mail. Application for service must be made and accepted by Lake Region Energy Services prior to the commencement of Lake Region Energy Services service.-

### Rejection of Application-

Lake Region Energy Services may refuse applications for new gas service or turn on of existing gas service upon reasonable grounds. The following situations would qualify as reasonable grounds:-

#### Service

- 1) service is not economically feasible;-
- 2) Service to a new applicant might affect the supply of gas to other customers;-
- 3) Failure of customer to agree to comply with Rules and Regulations;-
- 4) Improper use of gas service or equipment; and
- 5) Lake Region Energy Services and/or its pipeline supplier are unable to provide the necessary gas supply.-

### Duration-

Lake Region Energy Services will supply gas service to a customer until notified by the customer to discontinue service. The customer will be responsible for payment of all service provided to the date of the discontinuance. All service is subject to the rates, rules and regulations stated in Lake Region Energy Services Rate Book tariff.

### Authorized Connection of Qualifying Customer-

New or existing customers that want to install gas equipment shall obtain such permits as may be required by appropriate municipality to install that piece of equipment. Lake Region Energy Services shall obtain permits necessary for all existing or prospective customers seeking an increased or new supply of natural gas from the appropriate authorities, including but not limited to the municipality, county, state, Department of Natural Resources or the Highway Department highway department; permit costs will be reimbursed by the customer to Lake Region Energy Services.-

When gas supplies are adequate and where the gas distribution system has sufficient capacity to provide the gas service requested without jeopardizing gas supply to the area being served by the existing gas distribution system, Lake Region Energy Services will authorize connection of customers who qualify under these Rules and Regulations in the order that their applications are received this tariff. If an application for gas service is denied by Lake Region Energy Services, it will be held for subsequent approval if gas supply conditions warrant, in the order in which it was received.-

### Standby, Supplementary and Emergency Gas Service-

Standby, supplementary and emergency gas service is available only by special arrangement and under specific individualized contracts.-



## Section 1921: Gas Mains

### ~~GAS MAINS~~

Lake Region Energy Services will install mains under the following guidelines and conditions:-

#### **Gas Main Design and Ownership-**

Lake Region Energy Services will determine the location, size, ~~kind~~ and type of all gas mains, and the method and manner of installation.-

All gas mains are the property of Lake Region Energy Services. No building, structure or slab shall be constructed over a gas main without Lake Region Energy Services prior written consent.-

#### **Location of Gas Mains-**

Gas mains will normally be installed in streets or alleys which have been dedicated as a public ~~right-of-~~ way, or in dedicated utility easements, all of which will be graded to within six (6) inches, if required, of a permanent established elevation.-

Gas mains will not be installed on private property unless Lake Region Energy Services deems it necessary and desirable to do so and all necessary easements are obtained.-

#### **Permits-**

All permits, or blanket approvals, as may be required, must be issued to Lake Region Energy Services prior to installation of gas mains.-

#### **Economic Feasibility-**

Lake Region Energy Services will apply the general principle that the rendering of gas service to the applicant shall be economically feasible so that the cost of extending such service will not have an undue burden on other customers. In determining whether the expenditure for gas service is economically feasible, Lake Region Energy Services shall take into consideration the total cost of serving the applicant and the expected revenue from the applicant.-

Once Lake Region Energy Services waives any additional customer charges for main and service extensions, Lake Region Energy Services cannot at any point recover those charges from ratepayers.-

#### **General Rules and Regulations Applicable to Firm Service Extensions-**

~~A. Subject to the availability of gas supply and upstream pipeline transportation and the ability to install facilities in compliance with the pipeline safety regulations; the company will extend its gas mains and services to an applicant where such extensions meet the main extension criteria listed below. When such conditions are not met, an extension may be constructed if applicant makes an appropriate advance payment to the Company:-~~

- ~~1. When water and sewer service by a municipal or regional water authority have been or will be installed within the next twelve months in the right-of-way serving potential customers.-~~
- ~~2. When economic feasibility, including future growth expectations and commercial and industrial loads provide projected annual gross margins (revenue - cost of gas) equal to or greater than 18% of Companies projected project costs. A gas service agreement specifying minimum use may be used to assure economic feasibility based on projected annual gross margin. A gas service agreement specifying minimum use may be used to assure economic feasibility based on projected annual gross margins.-~~
- ~~3. When system capacity upgraded dictate installation of new mains to meet the capacity needs, where customer additions are secondary to the increased system capacity.-~~

~~B.A. In situations where customer contributions are required, each customer will be required to pay a contribution such that gross margins are projected to be 18% of estimated project costs after excluding costs equal to the customer's contribution in aide of construction. specified by Lake Region Energy~~

Services.

**Expense of Installation - Gas Mains-**

If, in the opinion of Lake Region Energy Services, gas service is not now, nor ever will be, economically feasible, Lake Region Energy Services will make an estimate of the cost of the project ~~and the.~~ The extension will nevertheless may be made only if the applicant pays a non-refundable contribution-in-aid-of-construction to Lake Region Energy Services for the portion of the capital expenditure and annual operating ~~Costs~~ costs not justified by the annual revenue.-

Lake Region Energy Services may install gas mains, without charge, to service residential, commercial or industrial users where it deems the anticipated ~~Revenue~~ revenue is sufficient to warrant such installation or in other cases where Lake Region Energy Services determines the conditions justify such installation.-

Lake Region Energy Services may in its discretion install gas mains without charge to areas where water and sanitary sewer mains are in place.-

When the gas main line is installed between November 1 and April 1, inclusive, work may be subject to a fixed winter construction charge. Winter construction generally occurs because the requirements set forth by Lake Region Energy Services to complete installation during normal construction were not met or because the customer's property, or the streets leading thereto, are not ready to receive the pipe, ~~such~~ Work may be subject to a fixed winter construction charge. Winter construction will not be undertaken by, Lake Region Energy Services will not undertake winter construction where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season.-

~~Advance for Construction Requirements-~~

---

## Section 22: Gas Service Lines

---

~~If the installation of a gas main is expected to be supported by future annual revenues, Lake Region Energy Services shall require the applicant to make a refundable cash advance or provide a Letter of Credit for construction of main extension from the gas main in excess of the 100 feet measured from the property line or 105 feet from the center of the publicly dedicated roadway, alley or public or private utility easement, whichever is greater, gas main allowance per customer in a permanent structure using gas for primary space heating or other use, calculated at \$5.00 per foot for each foot of gas main in excess of the allowance. The advance must be received before construction begins.~~

-

9

## ~~GAS SERVICE LINES~~

### **Gas Service Line Design-**

Lake Region Energy Services will determine the location, size, ~~kind~~, and type of all gas service lines, the method and manner of installation, and their connection with the gas main and the customer's gas piping.-

### **Ownership-**

All gas service lines are the property of Lake Region Energy Services.-

### **Regular Use of Gas-**

The building to which the gas service pipe is installed must be permanent in nature and not a temporary or portable building. Lake Region Energy Services holds the sole right to determine whether a facility meets the stated qualifications before providing gas service. In making this determination, Lake Region Energy Services may consider the use for which the building is intended, the type of construction, the location of the building, the size of the building, the absence or presence of other utility services to the building, including water and sanitary sewer service and any other criteria it deems relevant.-

### **Gas Service Line Installations-**

Gas service lines shall be constructed or installed only by Lake Region Energy Services or its authorized agents. No building, structure or slab shall be constructed over a gas service line without Lake Region Energy Services' prior written consent.-

Lake Region Energy Services has the right to recover the costs of relocating services if the customer has impaired Lake Region Energy Services access to the service line.-

A gas service line will not be installed through one person's private property in order to serve a premise located beyond unless Lake Region Energy Services deems it necessary and desirable to do so and all necessary easements are obtained without cost to Lake Region Energy Services. Gas service lines will not be extended beyond the outlet side of the gas meter.-

Lake Region Energy Services will not install more than one gas service line to the same premise unless Lake Region Energy Services finds that an additional gas service line is the most practical way to serve the applicant for gas service or an applicant requests an additional gas service line, and in the opinion of Lake Region Energy Services, an unreasonable burden would be placed on the applicant if an additional gas service line were denied. When an additional gas service line is installed at the applicant's request, the applicant may be required to pay the cost incurred by Lake Region Energy Services in making the installation. Gas provided by each gas service line shall be billed as a separate account.-

When the gas ~~servicemain~~ line is installed between November 1 and April 1, inclusive, work may be subject to a fixed winter construction charge. Winter construction generally occurs because the requirements set forth by Lake Region Energy Services to complete installation during normal construction were not met or because the customer's property, or the streets leading thereto, are not ready to receive the ~~service pipe, such work may be subject to a fixed winter construction charge established annually. Winter construction will not be undertaken by pipe.~~ Lake Region Energy Services will not undertake winter construction where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season.-

## Section 2

### Gas Service Line to Curb-

Lake Region Energy Services may install gas service connections to the curb under the following conditions:-

1. The street is at final width and grade.-
2. Sanitary sewer, water mains, and service connections to the abutting property are installed in the street. ~~3. Lake Region Energy Services gas main is located in the street.~~
3. Lake Region Energy Services gas main is located in the street.
4. The street is scheduled for permanent paving or resurfacing.-
5. Lake Region Energy Services determines that gas service to abutting property owners will be requested within five (5) years from the permanent paving or resurfacing.-

### Maintenance and Responsibility-

Lake Region Energy Services will maintain all gas service lines to provide an adequate and continuous supply of gas to the customer, but it will not be liable for a failure to deliver gas, wholly or in part, by any cause not reasonably within its control including but not limited to the following: fire, explosion, flood, strike, unavoidable accident, rupture of pipe from ground disturbances, federal, state, or municipal interference, failure to receive an adequate supply of gas at suitable pressure from its supplier, or acts of God. Lake Region Energy Services will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.-

### Alterations Requested by Customer or Contractor-

All renewals, changes, alterations, disconnections or relocations of gas service line for the convenience of the customer or at the request of a contractor will be made by Lake Region Energy Services at the customer's or contractor's expense. ~~(See Section VI, Part 15.00 for charge details.)~~

~~.) If the service line alteration will result in additional sales, Lake Region Energy Services will calculate the alteration charge with consideration of the estimated incremental revenues resulting from the change.~~

### Notice to Lake Region Energy Services Before Alterations-

When it becomes necessary to alter, change, renew, disconnect or relocate a gas service line because of changes in remodeling or removing a building, installation of other utilities, for the convenience of a customer, or at the request of a contractor, Lake Region Energy Services shall be notified in ample time so that it may properly protect and care for its facilities.-

### Economic Feasibility-

Lake Region Energy Services may install gas service lines without charge to service applicants where the anticipated revenues are sufficient to warrant such installation or in other cases where Lake Region Energy Services determines the conditions justify such installations.-

### Expense of Installation-

~~Subject to reasonable construction schedules, availability of materials, reasonable notice by the applicant, and upon application,~~ Lake Region Energy Services will furnish and install a gas service line of suitable capacity from its gas main to a normal meter location, ~~satisfactory to Lake Region Energy Services.~~ This installation will be subject to reasonable construction schedules, availability of materials, reasonable notice by the applicant, and subject to the following qualifications:-

- ~~1. Lake Region Energy Services will install a gas service line to serve a customer in a permanent structure using gas for primary space heating or other use without charge to the extent of 100 feet measured from the property line or 105 feet from the center of the publicly dedicated roadway, alley or public or private utility easement, whichever is greater.~~

1. main line.

If additional gas service line is required, Lake Region Energy Services may require the applicant to make a non-refundable contribution in aid of construction calculated at \$5.00 per foot of gas service line in excess of the allowance provided for above. ~~The customer may pay the contribution if~~

~~equal monthly installments over a period not to exceed ninety (90) days interest free~~All aid to construction costs must be paid prior to the start of construction.

2. If it is not ~~practicable~~practical to locate the gas meter in the normal meter location and it is necessary to locate the gas meter at an alternate meter location, the customer will pay for the added gas service pipe beyond the service line allowance provided above. \_\_\_\_\_

±

## ~~GAS METERS~~

3. If a seasonal customer (one who is not converting primary space heating) applies for service, they may be subject to an additional connection fee, as passed through from the contractor.

## Section 2

### Section 23: Gas Meters

---

#### **Ownership, Care, and Control-**

All gas meters, regulators, gas service lines, and all other apparatus installed by Lake Region Energy Services upon the customer's premises for the purpose of delivering gas to the customer are the property of Lake Region Energy Services and may only be detached, removed, repaired, or replaced by Lake Region Energy Services or its authorized agent.-

The customer shall exercise reasonable care to prevent the gas meters, regulators, gas service lines and other apparatus of Lake Region Energy Services upon the premises from being damaged or destroyed and shall not interfere or tamper with the facilities. If any defect in this equipment is discovered, the customer shall notify Lake Region Energy Services immediately. Lake Region Energy Services has the right to remove any and all of its facilities installed on the customer's premises at the termination of service.-

#### **Selection of Gas Meter-**

Lake Region Energy Services has the right to specify the type, ~~kind,~~ and size of the gas meter to be installed.-

#### **Location of Gas Meter-**

Lake Region Energy Services shall approve the location of all gas meters prior to ~~their~~ installation. The customer shall provide a safe and accessible place for installation of the gas meter in accordance with all applicable codes. If the customer selects a meter location(s) or alters their property in such a manner that exposes Lake Region Energy Services -metering equipment to vehicular traffic, the customer will be charged for required guard post meter protection.-

Lake Region Energy Services may refuse to install a gas meter, including but not limited to the following reasons:-

- ~~1.~~ 1. In a hazardous or unprotected location;-
- ~~2.~~ 2. In any location where surrounding conditions or elements may expose the gas meter to damage;-
- ~~3.~~ 3. At any location where the gas meter is inaccessible for inspection, reading, testing, maintenance or removal.-

Gas meters will normally be installed on the outside of the building to be served on the face or at the corner of the building in closest proximity to the gas main to which the gas service line is to be attached.- In certain cases, Lake Region Energy Services may, at its discretion, install a gas meter at other locations. In such cases, the gas meter will be installed at the point nearest where the gas service line enters the building, when practical.-

#### **Cost of Meter Installation and Relocation-**

Initial installation of the gas meter will be made at Lake Region Energy Services expense. Relocation of the gas meter may be made by Lake Region Energy Services at the customer's request and expense. If the meter change is made in conjunction with a service line alteration which will result in additional sales, Lake Region Energy Services will calculate the meter relocation charge with consideration of the estimated incremental revenues resulting from the change.-

**Lake Region Energy Services Right to Remove a Gas Meter-**

Lake Region Energy Services reserves the right to remove a gas meter, and any and all of its other facilities installed on the customer's premises at any time when deemed necessary ~~by Lake Region Energy Services~~ to protect such property from fraud, theft, damage, destruction, or in the event that the customer connects to another natural gas supplier, or in the event no gas usage has occurred at ~~a non-locked an~~ unlocked meter for at least twelve (12) months. Written notice of property removal shall be given to a bypass or non-use customer by registered mail at least twenty (20) days prior to removal of property by Lake Region Energy Services. Failure by the customer to respond to the notice shall be deemed as consent to the removal.-

**Lake Region Energy Services Right to Test a Gas Meter-**

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.3900, Adjustment of Gas Bills.-

Lake Region Energy Services reserves the right to remove and test all gas meters.-

A customer may request a test of the gas meter for accuracy. Lake Region Energy Services shall attach a tag to the meter being removed for the test that shows the date the meter was removed, the customer's name and the address from which the meter was removed. If the meter is inaccurate, the customer's billing will be adjusted, or a refund issued.-

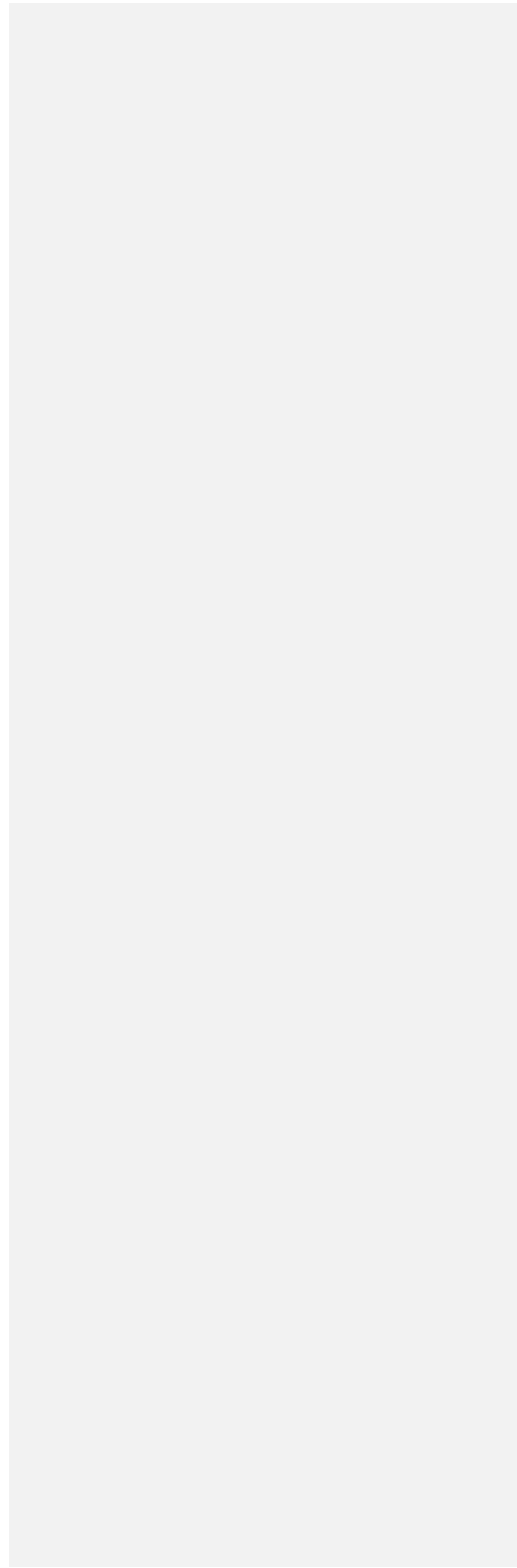


Section 2

~~2~~

~~CUSTOMER DEPOSITS~~

---



## Section 24: Customer Deposits

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.4100 - 7820.4700, Deposit and Guarantee Requirements.-

### **Amount of Deposit-**

Lake Region Energy Services may require a new or an existing customer to make a cash deposit to Lake Region Energy Services as security for the payment for gas service. The cash deposit shall not exceed an amount equal to the applicant's estimated two (2) months' gross bill or an existing customer's highest bills for two (2) months. All deposits shall be in addition to payment of outstanding bill or a part of such bill as has been resolved to the satisfaction of Lake Region Energy Services, except where such bill has been discharged in bankruptcy. -

Lake Region Energy Services may accept, in lieu of a deposit, a contract signed by a guarantor satisfactory to Lake Region Energy Services whereby payment of a specified sum not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months; but shall automatically terminate after the customer has closed and paid the customer's account with Lake Region Energy Services, or at the guarantor's request upon 60 days' written notice to Lake Region Energy Services. Upon termination of a guarantee contract or whenever Lake Region Energy Services deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in part 7820.2400. Lake Region Energy Services shall mail the guarantor copies of all disconnect notices sent to the customer whose account the grantor has guaranteed unless the guarantor waives such notice in writing.-

Lake Region Energy Services does not require a deposit or guarantee of any customer or applicant who has established good credit with Lake Region Energy Services. The ~~Company~~company will not require a deposit of any customer without explaining, in writing, why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. -

Lake Region Energy Services will issue a non-negotiable receipt for each cash deposit received and will provide means whereby a depositor may establish a claim if a receipt is unavailable. The conditions, if any, under which the deposit will be diminished upon return will be specified in or along with such receipt. -

### **Interest on Deposit-**

Interest shall be paid on deposits in excess of ~~\$20~~100.00. The rate of interest will be set annually and be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. By December 15 of each year, the Commissioner of Commerce will announce the rate of interest that must be paid on all deposits held during all or part of the subsequent year, and the ~~Company~~company will pay such rate of interest as determined from time to time. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. Lake Region Energy Services may, at its option, pay the interest at intervals it chooses, but at least annually, by direct payment or as a credit on bills. -

The deposit shall be refunded to the customer after twelve (12) consecutive months of prompt payment of all utility bills. Lake Region Energy Services may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer may be applied by Lake Region Energy Services to a bill when the bill has been determined to be delinquent. Upon termination of service, any remaining deposit with accrued interest shall be credited to the final bill and the balance shall be returned to the customer within forty-five (45) days.-----

Section 2

3

~~ACCESS TO CUSTOMER PREMISES~~

## Section 2

### Section 25: Access to Customer Premises

Lake Region Energy Services policy is consistent with Minnesota Rule 7820.3100, Uniform Access to Customer's Premises.-

#### **Uniform Access-**

All properly authorized agents of Lake Region Energy Services shall have the right of access to the premises and property of the customer if an emergency situation involving imminent danger to life or property appears to exist.-

#### **Identification-**

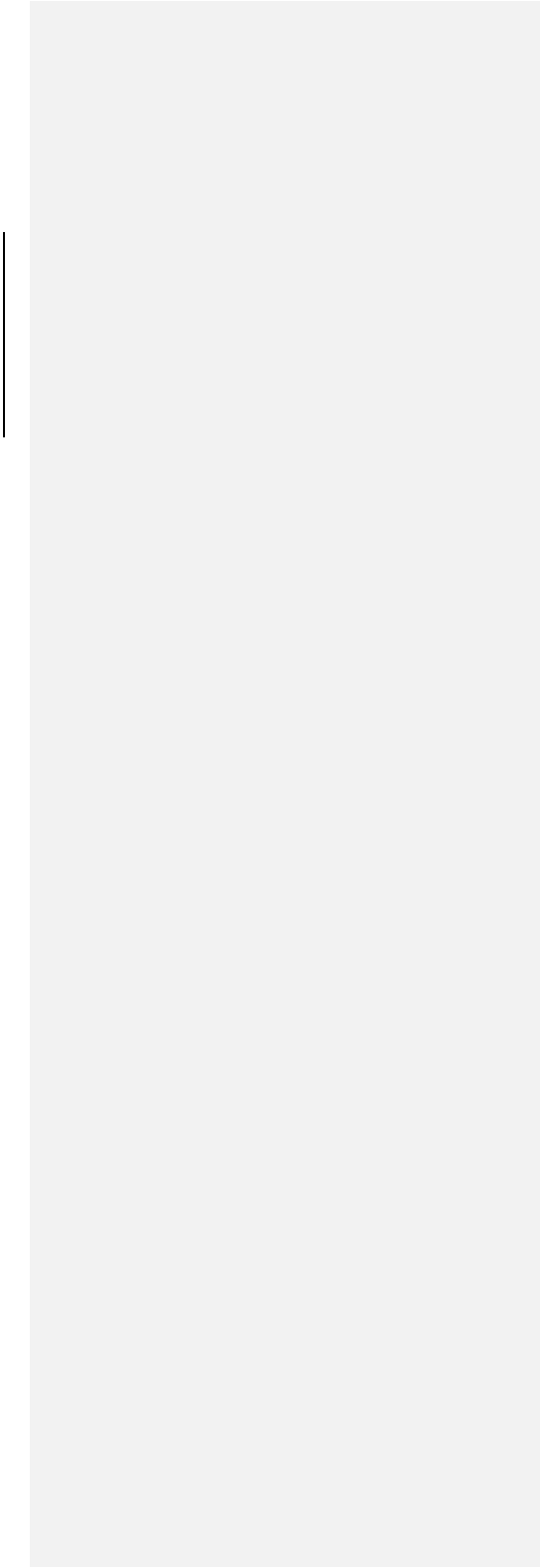
Each employee of Lake Region Energy Services authorized to enter, or go upon the customer's premises or property is provided with an identification card by Lake Region Energy Services. The identification card is signed by an officer of Lake Region Energy Services and by the employee. A customer may require the holder of the identification card to identify himself/herself by reproducing his/her signature for comparison. Customers are urged to ask for the employee's identification whenever there is doubt as to the card holder's identity.-

Section 2

4

~~BILLING~~

---



## Section 2

### Section 26: Billing

---

#### **Amount of Gas Used-**

Readings of all meters used for determining charges to customers shall be made each month unless otherwise authorized by the ~~Municipality~~municipality. The term "month" for meter reading and billing purposes is the period between successive meter reading dates which shall be as nearly as ~~practicable~~practical to thirty (30) day intervals.

When Lake Region Energy Services is unable to gain access to a meter, it shall leave a meter reading form for the customer.-

-

Lake Region Energy Services may permit the customer to supply meter readings, providing a Lake Region Energy Services representative reads the meter at least once every twelve (12) months, when there is a change in customers or when requested by the customer.-

-

~~if the billing period is longer or shorter than the normal billing period by more than five (5) days, the monthly customer charge on the bill shall be prorated on a daily basis.-~~

-

#### **Estimated Meter Readings-**

When access to a meter cannot be gained and the customer does not supply a meter reading in time for the billing operation, an estimated bill will be rendered. Estimated bills are based on the customer's normal consumption for a corresponding period.-

-

Lake Region Energy Services will regularly schedule estimated monthly meter readings throughout the year, but not over four (4) times in any twelve (12) month period. Only in unusual cases will more than two (2) consecutive estimated bills be rendered, unless the customer fails to provide meter readings for an inaccessible meter.-

-

Section 2

5

~~PAYMENT OF BILLS~~

## Section 2

### Section 27: Payment of Bills

---

#### **Due Date-**

~~The due date printed on customer bills will not be more than five days before the next scheduled billing date. However, customers who pay by automated bank draft may select a~~The due date which is greater printed on customer bills will not be more than five (5) days before the next scheduled billing date.

-  
Scheduled billing dates will not be less than twenty-five (25) days apart.  
-

#### **Late Payment Charge-**

~~Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less.~~Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. ~~All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.~~All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

-



## Section 2

6

# ~~DISCONTINUANCE OR REFUSAL OF GAS SERVICE~~

### Payment Agreements

Lake Region Energy Services shall offer payment agreements for the payment of arrears. Such payment agreements will consider the customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a customer who has entered and is reasonably on time under an accepted payment agreement.

The company shall also offer a payment agreement to customers who have been undercharged, but only if no culpable conduct by the customer or a resident of the customer's household caused the undercharge. A payment agreement for the payment of undercharges under this section will cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable by the company and the customer, except that the duration of a payment agreement offered by the company to a customer whose household income is at or below fifty percent (50%) of the state median household income must consider the financial circumstances of the customer's household. No interest or delinquency fee will be charged as part of an undercharge agreement. If a customer inquiry or complaint results in the Company's discovery of an undercharge, the Company may bill for undercharges incurred after the date of the inquiry or complaint only if the company began investigating the inquiry or complaint within a reasonable time after it was made.

---

## Section 2

### Section 28: Discontinuance or Refusal of Gas Service

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.1000 - 7820.3000 on Disconnection of Service.-

#### **Refusal or Discontinuance of Gas Service for Non-Payment-**

- 1.- Lake Region Energy Services, with notice, may refuse gas service under the following conditions:
  - a. To a customer who owes a past due and unpaid balance for utility service at a former address-;
  - b. To an applicant requesting service to be implemented at an address where the current resident, who has accumulated a past due and unpaid balance, continues to reside-;
  - c. To a customer who fails to meet the utility's deposit and credit requirements-;
  - d. To a customer who fails to make proper application for -service-;
  - e. To a customer who fails to furnish such service, equipment, and/or rights- of-way necessary to serve the customer as shall have been specified by the utility as a condition of obtaining service-;

#### **Medically Necessary Equipment-**

Lake Region Energy Services shall reconnect or continue service to a residential customer's residence where a medical emergency exists or where medical equipment requiring utility service furnished by Lake Region Energy Services is necessary to sustain life is in use. Lake Region Energy Services must receive written certification, or initial certification by telephone and written certification within 5 business days from a licensed medical doctor, licensed physician assistant, advanced practice registered nurse, or from a registered nurse (only to the extent of verifying the current diagnosis or prescriptions made by a licensed medical doctor for the customer or member of the customer's household) ~~written certification, or initial certification by telephone and written certification within 5 business days~~ that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household. The certification may not extend beyond six (6) months from the date of a written certificate unless Lake

## Section 2

Region Energy Services determines that a longer certification is appropriate given a particular customer's circumstances ~~in which case.~~ In these cases, the certification may be extended to a duration of up to twelve (12) months. The customer, whose account is in arrears, must contact and enter into a payment agreement with Lake Region Energy Services. The payment agreement must consider the financial circumstances and any extenuating circumstances of the customer and the household. —

7

## ~~DISCONTINUANCE OR REFUSAL OF GAS SERVICE DURING COLD WEATHER~~

-

---

## Section 2

### Section 29: Discontinuance or Refusal of Gas Service During Cold Weather

---

Lake Region Energy Services will, at all times, comply with the requirements of Minnesota's "Cold Weather Rule" as set forth in Minnesota Statute § 216B.096, which sets forth the terms and conditions pursuant to which Lake Region Energy Services can disconnect and must reconnect ~~Residential Customers~~ residential customers from October 15 through April 15 of each year.

---

Section 2

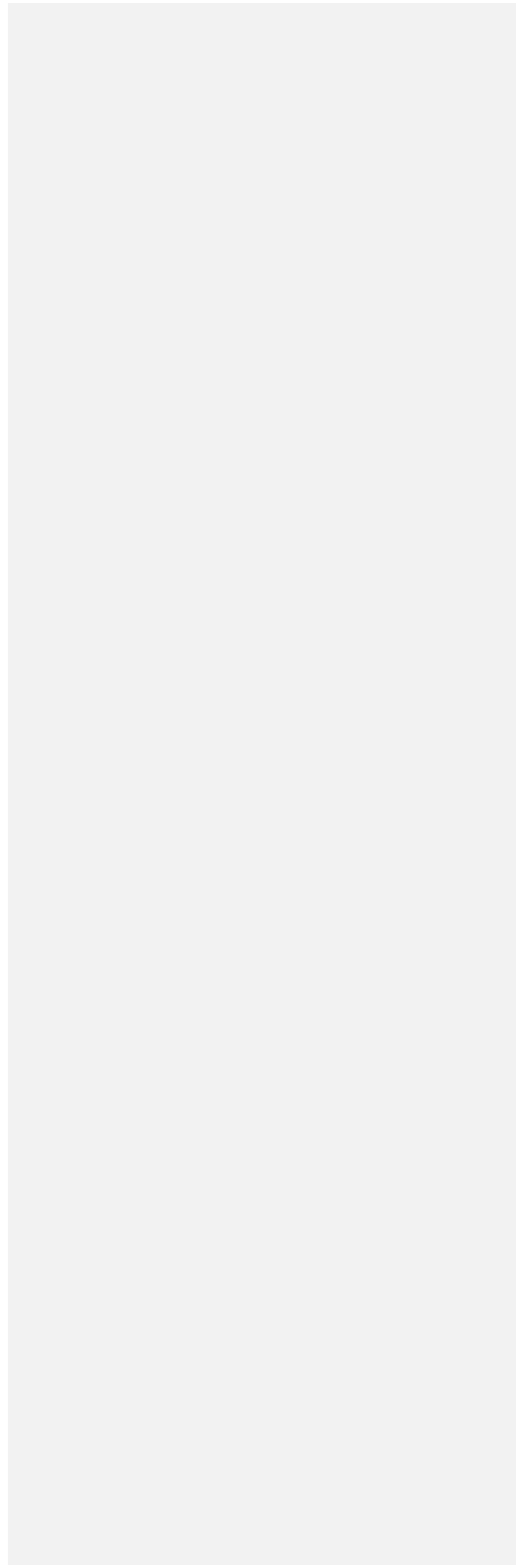
8

~~RESPONSIBILITY OF THE  
CUSTOMER AND LAKE REGION  
ENERGY SERVICES~~

-  
-

Customer

---



## Section 2

### Section 30: Responsibility of the Customer and Lake Region Energy Services

#### Customer Responsibility

It shall be the customer's financial responsibility to furnish, install, operate, and keep in a safe condition all gas piping and gas burning equipment located or installed beyond the gas meter.-

-

A customer shall immediately notify Lake Region Energy Services of any suspected gas leaks or a faulty gas supply.

The customer shall reimburse Lake Region Energy Services for any loss of or damage to Lake Region Energy ~~Services~~Services' property located on the premises when such loss or damage is not caused by any act or omission on the part of Lake Region Energy Services.-

-

#### Termination of Lake Region Energy Services Responsibility-

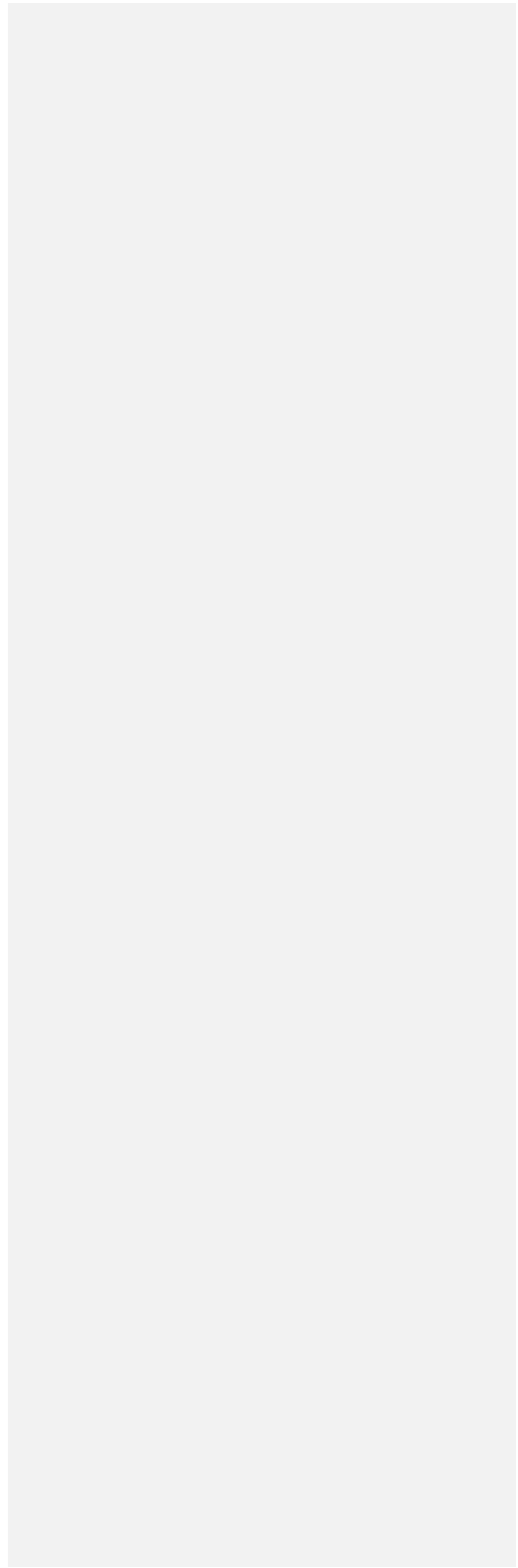
Lake Region Energy Services responsibility for installation and maintenance of all gas piping and equipment shall terminate at the gas meter. Lake Region Energy Services shall not be liable for any loss, injury, or damage occasioned or caused by the negligence or wrongful act of the customer or any of his agents, employees, or licensees in installing, maintaining, using, operating, or interfering with any gas piping or gas burning equipment.-

Any inspection of the customer's piping or equipment by Lake Region Energy Services shall not be construed to impose any liability upon Lake Region Energy Services to the customer, or to any other person by reason thereof, ~~and~~. Lake Region Energy Services shall not be liable or responsible for any loss, injury, or damage which may result from the use of or defects in the customer's gas piping or gas burning equipment.-

-

---

|



|

## Section 2931: Customer Service

### ~~CUSTOMER SERVICE~~

#### **General-**

The goal of Lake Region Energy Services customer service is to provide service necessary for the safety and welfare of our customers as it relates to the use of gas and gas appliances.-

#### **"No Surcharge" Service-**

Lake Region Energy Services will provide "no ~~surcharge~~surcharge" service for all customers as follows:-

- ~~1.~~ 1. \_\_\_\_\_ Emergency service for the investigation of suspected leaks or other unsafe conditions in customers' or Lake Region Energy ~~Services~~Services' property.-
- ~~2.~~ 2. \_\_\_\_\_ Maintenance of Lake Region Energy Services-owned equipment ~~on~~on customers' premises including meters, regulators, or service lines.-
- ~~3.~~ 3. \_\_\_\_\_ Turn-on of gas meters for new customers.-

#### **"Charge" Service-**

Lake Region Energy Services may provide service for adjustment, repair, installation, or maintenance of appliances on a direct customer charge basis where the installation and equipment ~~is~~are approved by applicable codes and regulations, and where the equipment is reasonably accessible to service personnel and provisions have been made so that the health and safety of the service person will not be in jeopardy.-



## Section 3032: Customer Requested Utility Work

### ~~CUSTOMER REQUESTED UTILITY WORK~~

This section details the costs for utility work requested by customers to be performed by Lake Region Energy Services at a charge to the customer.-

- ~~Customer Requested~~~~requested~~ work requires a signed application form and payment prior to commencement of work.-
- If the alteration will result in additional sales, Lake Region Energy Services will calculate the alteration charge with consideration of the estimated incremental revenues resulting from the change.-
- Any other customer or contractor requested utility work that is not listed in the No Surcharge service section will be completed at the customer's or contractor's expense. The charge will be determined individually by Lake Region Energy Services based upon the estimated cost of time and material to be incurred, with a minimum charge of \$75.00.-

#### **Winter Construction-**

Between November 1 and April 1, inclusive, ~~work may be subject to a winter construction charge. Winter construction generally occurs~~ because of failure of customer to meet all requirements of ~~the Company~~ Lake Region Energy Services to complete installation during normal construction ~~were not met~~ or because the customer's property, or the streets leading thereto, ~~are~~were not ready to receive the service pipe or gas main by such date, ~~such work may be subject to a winter construction charge when winter conditions exist.~~

Winter conditions include when six (6) or more inches of frost, snow removal, or plowing is required to install service, or burner(s) must be set at the main or underground facilities in order to install for the entire length of service or gas main installed.-

Winter construction will not be undertaken by Lake Region Energy Services where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season, including, but not limited to, roadway crossings prohibited by local permitting authorities or construction equipment limitations due to winter conditions.-

Customer will be responsible for the actual cost incurred at the time of construction plus an additional 15% for administrative fees.-

**Lake Region Energy Services, Inc.**  
**Annual Compliance Filing**

**ATTACHMENT D**

**Final Rate Book**  
*(As revised April 13, 2021)*



## Lake Region Energy Services Tariff Book

# Rates / Services & Regulations

### Revision History

<b>Revision Number</b>	<b>Date</b>	<b>Nature of Revision</b>	<b>Approved by</b>
0	01-2017	Origination	
1	08-23-2017	Amendment to add new territory	
3	2021	Rate changes and personnel updates	

# Table of Contents

<b>Section 1: Contact Lists</b>	<b>4</b>
<b>Section 2: List of areas served by Lake Region Energy Services</b>	<b>5</b>
<b>Section 3: Technical Terms and Abbreviations</b>	<b>6</b>
<b>Section 4: Lake Region Energy Services Gas Sales Service</b>	<b>8</b>
<b>Section 5: Residential Sales Service</b>	<b>9</b>
<b>Section 6: Small Volume Commercial Sales Service</b>	<b>10</b>
<b>Section 7: Large Volume Commercial and Industrial Sales Service</b>	<b>11</b>
<b>Section 8: Non-Interruptible Agricultural Sales Service</b>	<b>12</b>
<b>Section 9: Non-Interruptible Drying Sales Service</b>	<b>13</b>
<b>Section 10: Interruptible Commercial Sales Service</b>	<b>14</b>
<b>Section 11: Interruptible Drying Sales Service</b>	<b>16</b>
<b>Section 12: Small Volume Firm Transportation Service</b>	<b>18</b>
<b>Section 13: Standby Peaking Sales Service Rider</b>	<b>20</b>
<b>Section 14: New Area Surcharge Rider (N/A)</b>	<b>21</b>
<b>Section 15: Purchased Gas Adjustment Rider</b>	<b>22</b>
<b>Section 16: Statement of Purchased Gas Adjustments</b>	<b>23</b>
<b>Section 17: Franchise Fee Rider</b>	<b>24</b>
<b>Section 18: Credit Policy Rider</b>	<b>25</b>
<b>Section 19: General Information</b>	<b>27</b>
<b>Section 20: Application for Gas Service</b>	<b>28</b>
<b>Section 21: Gas Mains</b>	<b>29</b>
<b>Section 22: Gas Service Lines</b>	<b>31</b>
<b>Section 23: Gas Meters</b>	<b>33</b>
<b>Section 24: Customer Deposits</b>	<b>35</b>
<b>Section 25: Access to Customer Premises</b>	<b>36</b>
<b>Section 26: Billing</b>	<b>37</b>
<b>Section 27: Payment of Bills</b>	<b>38</b>
<b>Section 28: Discontinuance or Refusal of Gas Service</b>	<b>39</b>
<b>Section 29: Discontinuance or Refusal of Gas Service During Cold Weather</b>	<b>40</b>
<b>Section 30: Responsibility of the Customer and Lake Region Energy Services</b>	<b>41</b>

<b>Section 31: Customer Service</b>	<b>42</b>
<b>Section 32: Customer Requested Utility Work</b>	<b>43</b>

## Section 1: Contact Lists

---

The following lists the addresses, emergency contacts, and the responsible parties of Lake Region Energy Services.

### Officers

President/CEO	Tim Thompson
Secretary/VP of Business Solutions	Dylan Aafedt
VP Operations & Engineering	Al Fazio

### Contacts

Main Office	Lake Region Energy Services 1401 S. Broadway Pelican Rapids, MN 56572 218-863-1171
Emergency Contact Manager	Lon Peterson Cell: 218-849-9026 Office: 844-645-1281
Systems Operations Specialist	Brady Roisum Cellular: 218-849-2247 Office: 218-863-1171

## Section 2: List of areas served by Lake Region Energy Services

---

Lake Region Energy Services will supply gas service to the following cities and surrounding areas.

Cities	Townships
Deer Creek	Deer Creek
Parkers Prairie	Parkers Prairie
Miltona	Iman
Dent	Elmo
	Dead Lake
	Rush Lake
	Perham
	Edna
	Dora
	Star Lake
	Miltona
	Ida
	Leaf Valley
	Carlos

## **Section 3: Technical Terms and Abbreviations**

---

### **Applicant**

A person, firm, association, partnership, corporation, limited liability company, or other entity, and any agency or political subdivision of the federal, state, or local government requesting Lake Region Energy Services to supply gas service. A request for gas service is distinguished from an inquiry as to the availability of or charges for such service.

### **Customer**

The person, firm, association, partnership, corporation, limited liability company, or other entity or any agency of the federal, state, or local government being supplied with gas service by Lake Region Energy Services in whose name service is rendered as evidenced by an application, contract, or agreement for service. In the absence of an application, contract, or agreement for service, the customer shall be the person receiving or paying bills issued in his/her or its name, regardless of the identity of the actual user of the service.

### **Gas Mains**

Any pipe used or useable for the purpose of delivering and distributing gas to individual gas service lines or other gas mains.

### **Gas Main Extension**

An extension of an existing gas main.

### **Gas Service Line**

All pipe, valves, and fittings from and including the connection at the gas main up to the including the stopcock on the inlet side of the regulator or gas meter.

### **Gas Meter Set**

All fittings, including regulator, meter and attachment bracket between the stopcock at the end of the gas service line and the connection to the customer's piping at the outlet of the meter.

### **Normal Gas Meter location**

On the outside of the building to be served and on the face or within five feet of the corner of the building in closest proximity to the gas main to which the gas service pipe is to be attached.

### **Normal Gas Service Line**

A gas service pipe installed in a straight line from the gas main to a normal gas meter location.

### **Notices**

Unless otherwise specified, any notice from Lake Region Energy Services to a customer or from a customer to Lake Region Energy Services, may be oral or written.

A written notice from Lake Region Energy Services may either be delivered in person or via a nationally recognized delivery service (e.g., UPS) or mailed to the customer's last known address. A written notice from the customer may either be delivered or mailed to Lake Region Energy Services main office at 1401 S. Broadway PO Box 643, Pelican Rapids, MN 56572.

### **Person**

An individual person, firm, association, partnership, corporation, limited liability company, or other entity, or any agency or political subdivision of the federal, state, or local government, or any applicant or customer as herein defined.

### **Premises**

The structure or structures owned or occupied by a person including the lot or land upon which they are situated, and all other land owned or occupied by the persons contiguous thereto.



**Regular Construction Season**

The period beginning April 1 and ending October 31 of each year.

**Commission or PUC**

The Minnesota Public Utilities Commission

**Date Issued**

The date the rate schedule, contract, agreement, etc. is submitted to the municipality.

**Municipality**

Parkers Prairie, Deer Creek, Miliona, or Dent, MN

**Standby Gas Service**

Service continuously available through a permanent connection to provide gas for customer's use in case of failure of another regularly used source of energy.

**Supplementary Gas Service**

Service continuously available through a permanent connection to supplement or augment directly or indirectly on an intermittent basis another source of energy.

**Emergency Gas Service**

Service supplied through a temporary connection for customer's use when the usual source of energy has failed.

**Residential Customer**

A customer who uses gas for general household purposes in a space occupied as a living unit, such as a single private residence, single flat or apartment with less than five units, fraternity house, sorority or rooming house.

**Commercial Customer**

A customer who uses gas in the conduct of a business enterprise in space occupied and operated for commerce, such as stores, offices, shops, hotels, apartment hotels, multiple flats, or apartments with five or more units, wholesale houses, warehouses, garages, filling stations, greenhouses, turkey barns, agriculture, nurseries and kennels, schools, churches, hospitals, and other institutions of similar nature.

**Agricultural Customer**

A customer who uses gas primarily for heating large volume barns or for crop drying.

**Industrial Customer**

A customer who uses gas in a space dedicated to the production of articles of commerce through manufacturing, processing, refining, mining, or fabricating.

**Contributions in Aid of Construction**

Moneys deposited with Lake Region Energy Services by customers or applicants as non-refundable contributions to aid expansion of the distribution system, when Lake Region Energy Services determines that specific extensions of service are in excess of requirements allowed by this tariff without a contribution. Included are excess service charges, casing charges, and in some cases, excess main charges.

**Advances for Construction**

Moneys advanced to Lake Region Energy Services by customers or applicants as a refundable, non-interest-bearing advance for extension of the distribution system that are deemed not economically feasible or abnormal as determined by this tariff. These advances are refundable in full or part for only a specific period.

**Therm**

The billing unit used to determine the amount a customer pays for the natural gas they consume. A therm is a measurement of energy or heat equal to approximately 100,000 BTUs.

# RATE SCHEDULES AND APPLICABLE PROVISIONS

## **Section 4: Lake Region Energy Services Gas Sales Service**

---

### **Lake Region Energy Services Gas Sales Service**

#### **COST OF PURCHASED GAS:**

This is the base price of gas per therm paid to suppliers to have gas delivered to our system. This cost is based on the following expenses:

	Firm	Interruptible
Cost of Gas	\$0.2949	\$0.2949
GMT Commodity Transmission Fee	\$0.0760	\$0.0760
Viking Commodity Charge	\$0.0045	\$0.0045
Viking Demand Charge	\$0.07460	none
Base Cost of Gas	\$0.4500	\$0.3754

**The foregoing categories are used in determining the base cost of gas per therm, subject to occasional adjustment.**

## Section 5: Residential Sales Service

---

### Availability

Residential Sales Service is available upon request to Residential Firm customers contingent on an adequate gas supply and distribution system capacity.

### Rate

MONTHLY SERVICE CHARGE  
\$10.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.6700	\$0.4500	\$1.12

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 6: Small Volume Commercial Sales Service

---

### Availability

Small Volume Commercial Service is available to commercial customers whose annual usage is less than 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for commercial service.

### Rate

#### MONTHLY SERVICE CHARGE

\$10.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.6700	\$0.4500	\$1.12

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the monthly service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 7: Large Volume Commercial and Industrial Sales Service

---

### Availability

Large Volume Commercial and Industrial Sales Service is available to Commercial and Industrial firm customers whose annual usage is greater than 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for commercial and industrial usage.

### Rate

MONTHLY SERVICE CHARGE  
\$45.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4700	\$0.4500	\$0.9200

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the monthly service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 8: Non-Interruptible Agricultural Sales Service

---

### Availability

Non-Interruptible Agricultural Sales Service is available for firm customers whose annual usage is greater than 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for agricultural usage.

### Rate

#### MONTHLY SERVICE CHARGE

\$45.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4700	\$0.4500	\$0.9200

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the monthly service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 9: Non-Interruptible Drying Sales Service

---

### Availability

Non-Interruptible Drying Sales Service is available for firm customers whose annual usage is greater than 2,100 therms contingent on an adequate gas supply and distribution system capacity. Their gas usage is primarily for drying usage.

### Rate

#### MONTHLY SERVICE CHARGE

\$45.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4700	\$0.4500	\$0.9200

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Minimum Monthly Bill

When no consumption occurs during the billing month, the monthly service charge listed above will apply.

### Due Date

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date.

### Late Payment Charge

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### Franchise Fee

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

### Purchased Gas Adjustment Rider

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 10: Interruptible Commercial Sales Service

---

### Availability

Interruptible Commercial Sales Service is available to commercial and industrial customers with requirements of 25 therms an hour or more and peak day requirements less than 2,000 therms, contingent on an adequate gas supply and distribution system capacity. This rate schedule shall apply to gas service consisting of a base level of firm gas volumes, supplemented by interruptible volumes.

### Rate

#### MONTHLY SERVICE CHARGE

\$50.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4400	\$0.375400	\$0.8154

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Special Conditions Interruptible Volumes:

- 1) Customer must have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment or agree to discontinue operations. Customer further agrees to curtail the use of gas on one (1) hour notice when requested by Lake Region Energy Services.
- 2) If a customer fails to discontinue use of gas within one hour of being requested to do so by Lake Region Energy Services, the customer will be deemed to have taken Unauthorized Gas. The penalty for unauthorized use of gas will be:
  - a. For the first occurrence of the gas year: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$1.00 per therm.
  - b. For subsequent occurrences: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$2.00 per therm.
    - i. For purposes of this provision, the gas year is the twelve-month period beginning November 1 each year.
  - c. Further, Lake Region Energy Services shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

### Special Conditions Interruptible

Customer may be required to install telemetry equipment. Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant investments, including telemetry equipment, required by Lake Region Energy Services for providing service to the customer. This investment shall remain the property of Lake Region Energy Services.



**Due Date**

The due date printed on customer bills will not be more than five days before the next scheduled billing date.

**Late Payment Charge**

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

**Franchise Fee**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

**Purchased Gas Adjustment Rider**

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

# Section 11: Interruptible Drying Sales Service

---

## Availability

Interruptible Drying Sales Service is available to drying customers with requirements of 25 therms an hour or more and peak day requirements less than 2,000 therms, contingent on an adequate gas supply and distribution system capacity. This rate schedule shall apply to gas service consisting of a base level of firm gas volumes, supplemented by interruptible volumes.

## Rate

**MONTHLY SERVICE CHARGE**  
\$50.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS PER THERM	TOTAL COST OF DELIVERED GAS
\$0.4400	\$0.375400	\$0.8154

## Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

## Special Conditions Interruptible Volumes:

- 1) Customer must have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment or agree to discontinue operations. Customer further agrees to curtail the use of gas on one (1) hour notice when requested by Lake Region Energy Services.
- 2) If a customer fails to discontinue use of gas within one hour of being requested to do so by Lake Region Energy Services, the customer will be deemed to have taken Unauthorized Gas. The penalty for unauthorized use of gas will be:
  - a. For the first occurrence of the gas year: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$1.00 per therm.
  - b. For subsequent occurrences: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$2.00 per therm.
    - i. For purposes of this provision, the gas year is the twelve-month period beginning November 1 each year.
  - c. Further, Lake Region Energy Services shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

## Special Conditions Interruptible

Customer may be required to install telemetry equipment. Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant investments, including telemetry equipment, required by Lake Region Energy Services for providing service to the customer. This investment shall remain the property of Lake Region Energy Services.

**Due Date**

The due date printed on customer bills will not be more than five days before the next scheduled billing date.

**Late Payment Charge**

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

**Franchise Fee**

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

**Purchased Gas Adjustment Rider**

The above rates are subject to the Purchased Gas Adjustment Rider. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the base cost of purchased gas and fuel for supplemental gas.

## Section 12: Small Volume Firm Transportation Service

---

### Availability

Available to any firm customer whose annual requirements are more than 5,000 therms for the delivery of gas owned by the customer from a Lake Region Energy Services. Town border station(s) to a meter location on the customer's premise.

### Rate

#### MONTHLY SERVICE CHARGE

\$150.00

DELIVERY CHARGE PER THERM	BASE COST OF GAS DEMAND CHARGE
\$0.4500	\$0

- 1) Lake Region Energy Services may, at its option, take title to transportation gas, if necessary, to arrange interstate pipeline transportation to Lake Region Energy Services town border stations).
- 2) Customer will provide Lake Region Energy Services with a reasonable estimate of total monthly consumption at least five (5) working days prior to the end of the preceding month.
- 3) Customer is responsible for reimbursing Lake Region Energy Services for all incremental on-site plant investments, including telemetry equipment, required by Lake Region Energy Services for providing transportation services to the customer. This investment shall remain the property of Lake Region Energy Service.

Customer may choose to purchase firm transportation service under Lake Region Energy Services firm transportation (FT) rate as long as there will be no stranded costs for remaining firm service customers.

### Therm Factor Adjustment

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 psi, and a gas temperature of 60°F.

### Nomination

Customer requesting changes to scheduled deliveries commencing at 9:00 a.m. central clock time (CCT), must directly advise Lake Region Energy Services by 9:00 a.m. CCT, on the preceding day (24 hours in advance), of the volumes to be delivered on its behalf from the town border station to the customer's premise. Lake Region Energy Services will utilize reasonable efforts to accommodate changes requested after the deadline.

Customer will provide Lake Region Energy Services with a concurrent copy of all nominations made to the transporting pipeline for deliveries nominated to Lake Region Energy Services' town border station(s).

**Balancing**

To maintain the operational integrity of Lake Region Energy Services' distribution system, the customer is responsible for:

- 1) Scheduling deliveries which accurately reflect customer's expected total daily consumption; and
- 2) Balancing deliveries to Lake Region Energy Services' system with volumes consumed at the delivery point

**Daily Balancing**

When daily volumes of natural gas delivered on behalf of customer to Lake Region Energy Services' town border station receipt points or natural gas received at customer's designated delivery point differ, above or below daily scheduled volumes, the customer is out-of-balance. It is the customer's sole responsibility to maintain balance between nominated volumes and actual use and the customer is responsible for any overrun penalties, balancing charges, and any out of balance penalties incurred from its transportation of gas by its pipeline suppliers.

## **Section 13: Standby Peaking Sales Service Rider**

---

### **Availability**

This rider applies to residential sales service customers and commercial and industrial sales service customers whose primary space heating energy is not natural gas and who require firm natural gas peaking service as a standby fuel during winter months. Customers receiving service under this rider are subject to all provisions of the residential sales service or commercial and industrial sales service tariffs, as applicable, except as noted.

### **Rates**

Customers will be billed under the appropriate residential sales service or commercial and industrial sales service rate schedule. In addition, the following will apply:

#### **Fixed Standby Monthly Charges**

Residential Sales Service	\$5.00
Commercial Industrial Sales Service	\$9.00

### **Terms**

Customers must enter into this rider for a minimum period of one (1) year.

## **Section 14: New Area Surcharge Rider (N/A)**

---

(Reserved: Not Applicable at this time)

## **Section 15: Purchased Gas Adjustment Rider**

---

### **Purchased Gas Adjustment (PGA)**

When there is a change in the delivered base cost of gas purchased by Lake Region Energy Services that results in a billing rate change, there will be a purchased gas adjustment (PGA). This PGA will be added to or deducted from the monthly bill for all rate schedules. It shall be a product of the monthly consumption and the amount per therm to the nearest 0.001¢, by which the average annual purchased gas cost per therm at the new rate is more or less than the “base cost of gas”.

### **Cost of Gas by Component**

- a) Commodity unit cost is defined as the system commodity related costs forecasted to be incurred during the next month for forecasted sales for the same month.
- b) GMT delivery fees is defined as the rate charged for transmission by GMT for transmission line delivery.
- c) Viking commodity and demand charge fees are defined as the commodity-based charge for sourcing and balancing the gas supply, the basis, transportation of the pipeline and the firm transport.
- d) Annual demand unit cost is defined as annual budgeted demand costs divided by annual budgeted demand sales volumes.

### **Annual Gas Cost Reconciliation:**

For each twelve (12) month period ending June 30, an annual cost reconciliation by cost component will be determined based upon actual annual gas costs incurred by Lake Region Energy Services compared with annual gas costs recovered from volumes of gas sold. The annual cost recovered by cost component is the product of the total unit rate used in calculating the PGAs during the twelve (12) month period and the applicable gas sales volumes during the period when each of the total unit rates were in effect. The difference between actual cost and recovered cost for each component will be used in calculating a Gas Cost Reconciliation (GCR) factor for each rate schedule. The GCR factor will be applied to customers' billing on September 1 and will be in effect for a twelve (12) month period.

### **Refund Procedure:**

Refunds and interest on the refunds that are received from the suppliers or transporters of purchased gas and attributable to the cost of gas previously sold, will be annually reconciled and refunded to the customers. Refunds will be allocated to customer classes in proportion to previously charged costs of purchased gas. Within classes, the refund amount per unit will be applied to bills on the basis of individual twelve (12) month usage.



## **Section 16: Statement of Purchased Gas Adjustments**

Effective September 1, 2019, the rate schedules listed below will be changed as provided in the purchased gas Adjustment Rider.

RATE SCHEDULE PAGE	\$ PERTHERM		PGA EFFECTIVE
	PREVIOUS PGA EFFECTIVE	CURRENT ADJUSTMENT	
Residential Sales Service			
Small Volume Commercial			
Large Volume Commercial and Industrial			
Agricultural Heating and Drying			
Interruptible Sale Service			

## **Section 17: Franchise Fee Rider**

---

Billing of Franchise Gross Earnings, Receipts or Revenue Tax, Excise Tax or Other Charges or Taxes, there shall be added to the customer's bill, an amount equal to any franchise gross earnings, excise or other charges or taxes now or hereafter imposed upon Lake Region Energy Services, whether imposed by ordinance, franchise or otherwise applicable to gas service supplied by Lake Region Energy Services to customer.

Lake Region Energy Services remits 100% of these fees collected from ratepayers to the local governmental unit. The company will notify the Minnesota Public Utilities Commission of any new, expired, or changed franchise fees, authorized by Minn. Stat. § 2168.36 to raise revenue, 60 days prior to its implementation. Notification to the Minnesota Public Utilities Commission will include a copy of the relevant franchise ordinance, or other operative document authorizing imposition of the fee.

Lake Region Energy Services will include the following language on the first bill of a customer on which a new or modified fee is listed:

The Municipality granted Lake Region Energy Services a franchise to operate within the city limits. The line item appears on your bill as "City Franchise Fee." Lake Region Energy Services remits 100% of this fee to the municipality.

## Section 18: Credit Policy Rider

---

### Applicability

Applicable to any customer who is reasonably expected to use more than 20,000 therms of natural gas in a twelve-month period. The reasonable expectation of usage shall be calculated based on historical consumption on the property, any increased or decreased heating and/or processing load and the customer's declared usage needs. Special conditions are listed below.

### Method

1. Prior to providing gas service to new customers to whom the rider is applicable, or prior to continuing to provide gas service to existing customers to whom the rider is applicable, Lake Region Energy Services may request a credit report from an independent credit bureau. If an independent credit bureau report is not available, or if such report does not provide sufficient financial information, Lake Region Energy Services may ask the customer to provide their most recent financial information (e.g., income statement, balance sheet and cash flow statements).
2. In the case of existing customers, financial information may be requested on an annual basis for any customer expected to use more than 20,000 therms per year, or whenever:
  - a. the customer is planning a plant/facility expansion resulting in increased gas use of more than 20,000 therms per year;
  - b. there is a merger or acquisition with another party;
  - c. the customer is delinquent in paying their gas bill;
  - d. Lake Region Energy Services must upgrade its facilities to provide the customer with gas; or
  - e. there is evidence of other tangible economic or operational issues that may impact the customer's financial stability.
3. If Lake Region Energy Services determines that the customer's most recent financial information indicates objective reasons for concern that the customer may not be able to pay its bills, Lake Region Energy Services may require the customer to provide a credit enhancement.
  - a. The following are indications that a customer may not be able to pay its bills:
    - i. the customer has an unsatisfactory credit rating;
    - ii. the customer has an insufficient prior credit history upon which a credit rating may be based;
    - iii. the customer's audited financial reports indicate net losses from operations;
    - iv. the customer's audited financial reports indicate negative cash flow from operations;
    - v. the customer's audited financial reports indicate current liabilities that exceed their current assets;
    - vi. the customer's audited financial reports indicate deficit retained earnings;
    - vii. the customer has substantial unresolved claims against the company (i.e., lawsuits, guarantees of another's indebtedness, environmental issues);
    - viii. the customer's auditors' opinion discloses that there is doubt about the company's ability to continue as a going concern;
    - ix. the customers have bond ratings below "investment grade"; or
    - x. the customer is uninsurable or under-insurable.
4. Acceptable "credit enhancements" that Lake Region Energy Services may require to assure payment of bills include
  - a. A guarantee of payment by a third party with a financial condition acceptable to Lake Region Energy Services.
  - b. A deposit equal to 2 months' gas usage and, if the customer is a new customer or Lake Region Energy Services is incurring costs to upgrade its system to serve an existing customer, the amount of any capital incurred to serve the customer. For new customers or customers that are expected to increase their usage, the deposit calculation will be based on reasonable projections, any increased or decreased heating and processing load and the customer's intended usage.

- c. A surety bond or irrevocable letter of credit equal to 2 months' gas usage and, if the customer is a new customer or Lake Region Energy is incurring costs to upgrade its system to serve an existing customer, the amount of any capital incurred to serve the customer.
  - d. An agreement that the customer will be billed and will remit payment on a weekly basis.
  - e. An agreement, if applicable, that the customer will procure gas supplies from a third party and utilize Lake Region Energy only as a transport service to deliver the gas to its facility.
5. If Lake Region Energy Services does require a "credit enhancement," it may request financial information (either an independent credit report or financial information from the customer) on a monthly or quarterly basis to assess any changes in the customer's financial condition. In any case, Lake Region Energy Services will review the customer's financial condition at least annually.
- a. If the financial condition has improved, Lake Region Energy Services will refund any or all of the deposit required or reduce the amount of any bond or irrevocable letter of credit or otherwise reduce or remove the credit enhancement requirement.
  - b. If the customer does not agree to the required credit enhancement or becomes more than 30 days delinquent, Lake Region Energy Services may refuse to serve the customer (if a new customer) or initiate the disconnection of gas service process immediately (if an existing customer) unless the customer makes credit arrangements or provides other credit enhancements acceptable to Lake Region Energy Services prior to initiating the disconnection of gas service, Lake Region Energy Services will notify the customer of the disconnection action by phone and/or e-mail.

**Special Conditions**

- 1. All provisions of the rate schedule under which a customer currently takes service apply unless otherwise changed by this rider.
- 2. Deposits are not automatically used to cover an overdue bill.

## **Section 19: General Information**

---

This tariff filed as part of the Lake Region Energy Services Rates and Services Regulations Book are intended to promote safe and adequate service to the public, to provide standards for uniform and reasonable practices by Lake Region Energy Services, to set forth the terms and conditions under which gas service will be supplied and to govern all classes of service to the extent applicable, and are made a part of all agreements for the supply of gas service unless specifically modified in a particular rate schedule.

Lake Region Energy Services shall furnish service under this tariff and its rate schedules. Copies of this Rates and Services Regulations Book are available for inspection at the Lake Region Energy Services offices.

No representative of Lake Region Energy Services has authority to modify any provision contained in this Rate Book or to bind Lake Region Energy Services by any contrary promise or representation.

## **Section 20: Application for Gas Service**

---

### **Application**

Application for new gas service or turn on of existing gas service may be made by the owner, occupant or agent in control of the property, in person at Lake Region Energy Services' business offices, by telephone, by fax, online, or by mail. Application for service must be made and accepted by Lake Region Energy Services prior to the commencement of Lake Region Energy Services service.

### **Rejection of Application**

Lake Region Energy Services may refuse applications for new gas service or turn on of existing gas service upon reasonable grounds. The following situations would qualify as reasonable grounds:

- 1) service is not economically feasible;
- 2) service to a new applicant might affect the supply of gas to other customers;
- 3) failure of customer to agree to comply with rules and regulations;
- 4) improper use of gas service or equipment; and
- 5) Lake Region Energy Services and/or its pipeline supplier are unable to provide the necessary gas supply.

### **Duration**

Lake Region Energy Services will supply gas service to a customer until notified by the customer to discontinue service. The customer will be responsible for payment of all service provided to the date of the discontinuance. All service is subject to the rates, rules and regulations stated in Lake Region Energy Services tariff.

### **Authorized Connection of Qualifying Customer**

New or existing customers that want to install gas equipment shall obtain such permits as may be required by appropriate municipality to install that piece of equipment. Lake Region Energy Services shall obtain permits necessary for all existing or prospective customers seeking an increased or new supply of natural gas from the appropriate authorities, including but not limited to the municipality, county, state, Department of Natural Resources or the highway department; permit costs will be reimbursed by the customer to Lake Region Energy Services.

When gas supplies are adequate and where the gas distribution system has sufficient capacity to provide the gas service requested without jeopardizing gas supply to the area being served by the existing gas distribution system, Lake Region Energy Services will authorize connection of customers who qualify under this tariff. If an application for gas service is denied by Lake Region Energy Services, it will be held for subsequent approval if gas supply conditions warrant.

### **Standby, Supplementary and Emergency Gas Service**

Standby, supplementary and emergency gas service is available only by special arrangement and under specific individualized contracts.

## Section 21: Gas Mains

---

Lake Region Energy Services will install mains under the following guidelines and conditions:

### **Gas Main Design and Ownership**

Lake Region Energy Services will determine the location, size, and type of all gas mains, and the method and manner of installation.

All gas mains are the property of Lake Region Energy Services. No building, structure or slab shall be constructed over a gas main without Lake Region Energy Services prior written consent.

### **Location of Gas Mains**

Gas mains will normally be installed in streets or alleys which have been dedicated as a public right-of-way, or in dedicated utility easements, all of which will be graded to within six (6) inches, if required, of a permanent established elevation.

Gas mains will not be installed on private property unless Lake Region Energy Services deems it necessary and desirable to do so and all necessary easements are obtained.

### **Permits**

All permits, or blanket approvals, as may be required, must be issued to Lake Region Energy Services prior to installation of gas mains.

### **Economic Feasibility**

Lake Region Energy Services will apply the general principle that the rendering of gas service to the applicant shall be economically feasible so that the cost of extending such service will not have an undue burden on other customers. In determining whether the expenditure for gas service is economically feasible, Lake Region Energy Services shall take into consideration the total cost of serving the applicant and the expected revenue from the applicant.

Once Lake Region Energy Services waives any additional customer charges for main and service extensions, Lake Region Energy Services cannot at any point recover those charges from ratepayers.

### **General Rules and Regulations Applicable to Firm Service Extensions**

Subject to the availability of gas supply and upstream pipeline transportation and the ability to install facilities in compliance with the pipeline safety regulations; the company will extend its gas mains and services to an applicant where such extensions meet the

- A. In situations where customer contributions are required, each customer will be required to pay a contribution specified by Lake Region Energy Services.

### **Expense of Installation - Gas Mains**

If, in the opinion of Lake Region Energy Services, gas service is not now, nor ever will be, economically feasible, Lake Region Energy Services will make an estimate of the cost of the project. The extension may be made only if the applicant pays a non-refundable contribution-in-aid-of-construction to Lake Region Energy Services for the portion of the capital expenditure and annual operating costs not justified by the annual revenue.

Lake Region Energy Services may install gas mains, without charge, to service residential, commercial or industrial users where it deems the anticipated revenue is sufficient to warrant such installation or in other cases where Lake Region Energy Services determines the conditions justify such installation.

Lake Region Energy Services may in its discretion install gas mains without charge to areas where water and sanitary sewer mains are in place.

When the gas main line is installed between November 1 and April 1, inclusive, work may be subject to a

fixed winter construction charge. Winter construction generally occurs because the requirements set forth by Lake Region Energy Services to complete installation during normal construction were not met or because the customer's property, or the streets leading thereto, are not ready to receive the pipe. Lake Region Energy Services will not undertake winter construction where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season.



## **Section 22: Gas Service Lines**

---

### **Gas Service Line Design**

Lake Region Energy Services will determine the location, size, and type of all gas service lines, the method and manner of installation, and their connection with the gas main and the customer's gas piping.

### **Ownership**

All gas service lines are the property of Lake Region Energy Services.

### **Regular Use of Gas**

The building to which the gas service pipe is installed must be permanent in nature and not a temporary or portable building. Lake Region Energy Services holds the sole right to determine whether a facility meets the stated qualifications before providing gas service. In making this determination, Lake Region Energy Services may consider the use for which the building is intended, the type of construction, the location of the building, the size of the building, the absence or presence of other utility services to the building, including water and sanitary sewer service and any other criteria it deems relevant.

### **Gas Service Line Installations**

Gas service lines shall be constructed or installed only by Lake Region Energy Services or its authorized agents. No building, structure or slab shall be constructed over a gas service line without Lake Region Energy Services' prior written consent.

Lake Region Energy Services has the right to recover the costs of relocating services if the customer has impaired Lake Region Energy Services access to the service line.

A gas service line will not be installed through one person's private property in order to serve a premise located beyond unless Lake Region Energy Services deems it necessary and desirable to do so and all necessary easements are obtained without cost to Lake Region Energy Services. Gas service lines will not be extended beyond the outlet side of the gas meter.

Lake Region Energy Services will not install more than one gas service line to the same premise unless Lake Region Energy Services finds that an additional gas service line is the most practical way to serve the applicant for gas service or an applicant requests an additional gas service line, and in the opinion of Lake Region Energy Services, an unreasonable burden would be placed on the applicant if an additional gas service line were denied. When an additional gas service line is installed at the applicant's request, the applicant may be required to pay the cost incurred by Lake Region Energy Services in making the installation. Gas provided by each gas service line shall be billed as a separate account.

When the gas main line is installed between November 1 and April 1, inclusive, work may be subject to a fixed winter construction charge. Winter construction generally occurs because the requirements set forth by Lake Region Energy Services to complete installation during normal construction were not met or because the customer's property, or the streets leading thereto, are not ready to receive the pipe. Lake Region Energy Services will not undertake winter construction where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season.

### **Gas Service Line to Curb**

Lake Region Energy Services may install gas service connections to the curb under the following conditions:

1. The street is at final width and grade.
2. Sanitary sewer, water mains, and service connections to the abutting property are installed in the street.
3. Lake Region Energy Services gas main is located in the street.
4. The street is scheduled for permanent paving or resurfacing.
5. Lake Region Energy Services determines that gas service to abutting property owners will be requested within five (5) years from the permanent paving or resurfacing.

### **Maintenance and Responsibility**

Lake Region Energy Services will maintain all gas service lines to provide an adequate and continuous supply of gas to the customer, but it will not be liable for a failure to deliver gas, wholly or in part, by any cause not reasonably within its control including but not limited to the following: fire, explosion, flood, strike, unavoidable accident, rupture of pipe from ground disturbances, federal, state, or municipal interference, failure to receive an adequate supply of gas at suitable pressure from its supplier, or acts of God. Lake Region Energy Services will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

### **Alterations Requested by Customer or Contractor**

All renewals, changes, alterations, disconnections or relocations of gas service line for the convenience of the customer or at the request of a contractor will be made by Lake Region Energy Services at the customer's or contractor's expense.) If the service line alteration will result in additional sales, Lake Region Energy Services will calculate the alteration charge with consideration of the estimated incremental revenues resulting from the change.

### **Notice to Lake Region Energy Services Before Alterations**

When it becomes necessary to alter, change, renew, disconnect or relocate a gas service line because of changes in remodeling or removing a building, installation of other utilities, for the convenience of a customer, or at the request of a contractor, Lake Region Energy Services shall be notified in ample time so that it may properly protect and care for its facilities.

### **Economic Feasibility**

Lake Region Energy Services may install gas service lines without charge to service applicants where the anticipated revenues are sufficient to warrant such installation or in other cases where Lake Region Energy Services determines the conditions justify such installations.

### **Expense of Installation**

Lake Region Energy Services will furnish and install a gas service line of suitable capacity from its gas main to a normal meter location. This installation will be subject to reasonable construction schedules, availability of materials, reasonable notice by the applicant, and subject to the following qualifications:

1. Lake Region Energy Services will install a gas service line to serve a customer in a permanent structure using gas for primary space heating or other use without charge to the extent of 100 feet measured from the main line.

If additional gas service line is required, Lake Region Energy Services may require the applicant to make a non-refundable contribution in aid of construction calculated at \$5.00 per foot of gas service line in excess of the allowance provided for above. All aid to construction costs must be paid prior to the start of construction.

2. If it is not practical to locate the gas meter in the normal meter location and it is necessary to locate the gas meter at an alternate meter location, the customer will pay for the added gas service pipe beyond the service line allowance provided above.
3. If a seasonal customer (one who is not converting primary space heating) applies for service, they may be subject to an additional connection fee, as passed through from the contractor.

## Section 23: Gas Meters

---

### **Ownership, Care, and Control**

All gas meters, regulators, gas service lines, and all other apparatus installed by Lake Region Energy Services upon the customer's premises for the purpose of delivering gas to the customer are the property of Lake Region Energy Services and may only be detached, removed, repaired, or replaced by Lake Region Energy Services or its authorized agent.

The customer shall exercise reasonable care to prevent the gas meters, regulators, gas service lines and other apparatus of Lake Region Energy Services upon the premises from being damaged or destroyed and shall not interfere or tamper with the facilities. If any defect in this equipment is discovered, the customer shall notify Lake Region Energy Services immediately. Lake Region Energy Services has the right to remove any and all of its facilities installed on the customer's premises at the termination of service.

### **Selection of Gas Meter**

Lake Region Energy Services has the right to specify the type, and size of the gas meter to be installed.

### **Location of Gas Meter**

Lake Region Energy Services shall approve the location of all gas meters prior to installation. The customer shall provide a safe and accessible place for installation of the gas meter in accordance with all applicable codes. If the customer selects a meter location(s) or alters their property in such a manner that exposes Lake Region Energy Services metering equipment to vehicular traffic, the customer will be charged for required guard post meter protection.

Lake Region Energy Services may refuse to install a gas meter, including but not limited to the following reasons:

1. In a hazardous or unprotected location
2. In any location where surrounding conditions or elements may expose the gas meter to damage
3. At any location where the gas meter is inaccessible for inspection, reading, testing, maintenance, or removal.

Gas meters will normally be installed on the outside of the building to be served on the face or at the corner of the building in closest proximity to the gas main to which the gas service line is to be attached. In certain cases, Lake Region Energy Services may, at its discretion, install a gas meter at other locations. In such cases, the gas meter will be installed at the point nearest where the gas service line enters the building, when practical.

### **Cost of Meter Installation and Relocation**

Initial installation of the gas meter will be made at Lake Region Energy Services expense. Relocation of the gas meter may be made by Lake Region Energy Services at the customer's request and expense. If the meter change is made in conjunction with a service line alteration which will result in additional sales, Lake Region Energy Services will calculate the meter relocation charge with consideration of the estimated incremental revenues resulting from the change.

**Lake Region Energy Services Right to Remove a Gas Meter**

Lake Region Energy Services reserves the right to remove a gas meter, and any and all of its other facilities installed on the customer's premises at any time when deemed necessary to protect such property from fraud, theft, damage, destruction, or in the event that the customer connects to another natural gas supplier, or in the event no gas usage has occurred at an unlocked meter for at least twelve (12) months. Written notice of property removal shall be given to a bypass or non-use customer by registered mail at least twenty (20) days prior to removal of property by Lake Region Energy Services. Failure by the customer to respond to the notice shall be deemed as consent to the removal.

**Lake Region Energy Services Right to Test a Gas Meter**

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.3900, Adjustment of Gas Bills.

Lake Region Energy Services reserves the right to remove and test all gas meters.

A customer may request a test of the gas meter for accuracy. Lake Region Energy Services shall attach a tag to the meter being removed for the test that shows the date the meter was removed, the customer's name and the address from which the meter was removed. If the meter is inaccurate, the customer's billing will be adjusted, or a refund issued.

## Section 24: Customer Deposits

---

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.4100 - 7820.4700, Deposit and Guarantee Requirements.

### **Amount of Deposit**

Lake Region Energy Services may require a new or an existing customer to make a cash deposit to Lake Region Energy Services as security for the payment for gas service. The cash deposit shall not exceed an amount equal to the applicant's estimated two (2) months' gross bill or an existing customer's highest bills for two (2) months. All deposits shall be in addition to payment of outstanding bill or a part of such bill as has been resolved to the satisfaction of Lake Region Energy Services, except where such bill has been discharged in bankruptcy.

Lake Region Energy Services may accept, in lieu of a deposit, a contract signed by a guarantor satisfactory to Lake Region Energy Services whereby payment of a specified sum not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months but shall automatically terminate after the customer has closed and paid the customer's account with Lake Region Energy Services, or at the guarantor's request upon 60 days' written notice to Lake Region Energy Services. Upon termination of a guarantee contract or whenever Lake Region Energy Services deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in part 7820.2400. Lake Region Energy Services shall mail the guarantor copies of all disconnect notices sent to the customer whose account the grantor has guaranteed unless the guarantor waives such notice in writing.

Lake Region Energy Services does not require a deposit or guarantee of any customer or applicant who has established good credit with Lake Region Energy Services. The company will not require a deposit of any customer without explaining, in writing, why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

Lake Region Energy Services will issue a non-negotiable receipt for each cash deposit received and will provide means whereby a depositor may establish a claim if a receipt is unavailable. The conditions, if any, under which the deposit will be diminished upon return will be specified in or along with such receipt.

### **Interest on Deposit**

Interest shall be paid on deposits in excess of \$100.00. The rate of interest will be set annually and be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. By December 15 of each year, the Commissioner of Commerce will announce the rate of interest that must be paid on all deposits held during all or part of the subsequent year, and the company will pay such rate of interest as determined from time to time. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. Lake Region Energy Services may, at its option, pay the interest at intervals it chooses, but at least annually, by direct payment or as a credit on bills.

The deposit shall be refunded to the customer after twelve (12) consecutive months of prompt payment of all utility bills. Lake Region Energy Services may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer may be applied by Lake Region Energy Services to a bill when the bill has been determined to be delinquent. Upon termination of service, any remaining deposit with accrued interest shall be credited to the final bill and the balance shall be returned to the customer within forty-five (45) days.

## **Section 25: Access to Customer Premises**

---

Lake Region Energy Services policy is consistent with Minnesota Rule 7820.3100, Uniform Access to Customer's Premises.

### **Uniform Access**

All properly authorized agents of Lake Region Energy Services shall have the right of access to the premises and property of the customer if an emergency situation involving imminent danger to life or property appears to exist.

### **Identification**

Each employee of Lake Region Energy Services authorized to enter or go upon the customer's premises or property is provided with an identification card by Lake Region Energy Services. The identification card is signed by an officer of Lake Region Energy Services and by the employee. A customer may require the holder of the identification card to identify himself/herself by reproducing his/her signature for comparison. Customers are urged to ask for the employee's identification whenever there is doubt as to the card holder's identity.

## **Section 26: Billing**

---

### **Amount of Gas Used**

Readings of all meters used for determining charges to customers shall be made each month unless otherwise authorized by the municipality. The term "month" for meter reading and billing purposes is the period between successive meter reading dates which shall be as nearly as practical to thirty (30) day intervals. When Lake Region Energy Services is unable to gain access to a meter, it shall leave a meter reading form for the customer.

Lake Region Energy Services may permit the customer to supply meter readings, providing a Lake Region Energy Services representative reads the meter at least once every twelve (12) months, when there is a change in customers or when requested by the customer.

### **Estimated Meter Readings**

When access to a meter cannot be gained and the customer does not supply a meter reading in time for the billing operation, an estimated bill will be rendered. Estimated bills are based on the customer's normal consumption for a corresponding period.

Lake Region Energy Services will regularly schedule estimated monthly meter readings throughout the year, but not over four (4) times in any twelve (12) month period. Only in unusual cases will more than two (2) consecutive estimated bills be rendered, unless the customer fails to provide meter readings for an inaccessible meter.

## **Section 27: Payment of Bills**

---

### **Due Date**

The due date printed on customer bills will not be more than five (5) days before the next scheduled billing date. Scheduled billing dates will not be less than twenty-five (25) days apart.

### **Late Payment Charge**

Delinquent amounts are subject to a late payment charge of 1.5% per month of the delinquent amount or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less. "Delinquent amount" is the portion of a customer's account representing charges for gas service past due. For customers on a budget plan or a deferred payment schedule, "delinquent amount" is the lesser of the unpaid account balance or past due scheduled payments. All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

### **Payment Agreements**

Lake Region Energy Services shall offer payment agreements for the payment of arrears. Such payment agreements will consider the customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a customer who has entered and is reasonably on time under an accepted payment agreement.

The company shall also offer a payment agreement to customers who have been undercharged, but only if no culpable conduct by the customer or a resident of the customer's household caused the undercharge. A payment agreement for the payment of undercharges under this section will cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable by the company and the customer, except that the duration of a payment agreement offered by the company to a customer whose household income is at or below fifty percent (50%) of the state median household income must consider the financial circumstances of the customer's household. No interest or delinquency fee will be charged as part of an undercharge agreement. If a customer inquiry or complaint results in the Company's discovery of an undercharge, the Company may bill for undercharges incurred after the date of the inquiry or complaint only if the company began investigating the inquiry or complaint within a reasonable time after it was made.



## **Section 28: Discontinuance or Refusal of Gas Service**

---

Lake Region Energy Services policies and procedures are consistent with Minnesota Rules 7820.1000 - 7820.3000 on Disconnection of Service.

### **Refusal or Discontinuance of Gas Service for Non-Payment**

1. Lake Region Energy Services, with notice, may refuse gas service under the following conditions:
  - a. To a customer who owes a past due and unpaid balance for utility service at a former address
  - b. To an applicant requesting service to be implemented at an address where the current resident, who has accumulated a past due and unpaid balance, continues to reside
  - c. To a customer who fails to meet the utility's deposit and credit requirements
  - d. To a customer who fails to make proper application for service
  - e. To a customer who fails to furnish such service, equipment, and/or rights- of-way necessary to serve the customer as shall have been specified by the utility as a condition of obtaining service

### **Medically Necessary Equipment**

Lake Region Energy Services shall reconnect or continue service to a residential customer's residence where a medical emergency exists or where medical equipment requiring utility service furnished by Lake Region Energy Services is necessary to sustain life is in use. Lake Region Energy Services must receive written certification, or initial certification by telephone and written certification within 5 business days from a licensed medical doctor, licensed physician assistant, advanced practice registered nurse, or from a registered nurse (only to the extent of verifying the current diagnosis or prescriptions made by a licensed medical doctor for the customer or member of the customer's household) that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household. The certification may not extend beyond six (6) months from the date of a written certificate unless Lake Region Energy Services determines that a longer certification is appropriate given a particular customer's circumstances. In these cases, the certification may be extended to a duration of up to twelve (12) months. The customer, whose account is in arrears, must contact and enter into a payment agreement with Lake Region Energy Services. The payment agreement must consider the financial circumstances and any extenuating circumstances of the customer and the household.

## **Section 29: Discontinuance or Refusal of Gas Service During Cold Weather**

---

Lake Region Energy Services will, at all times, comply with the requirements of Minnesota's "Cold Weather Rule" as set forth in Minnesota Statute § 216B.096, which sets forth the terms and conditions pursuant to which Lake Region Energy Services can disconnect and must reconnect residential customers from October 15 through April 15 of each year.

## **Section 30: Responsibility of the Customer and Lake Region Energy Services**

---

### **Customer Responsibility**

It shall be the customer's financial responsibility to furnish, install, operate, and keep in a safe condition all gas piping and gas burning equipment located or installed beyond the gas meter.

A customer shall immediately notify Lake Region Energy Services of any suspected gas leaks or a faulty gas supply. The customer shall reimburse Lake Region Energy Services for any loss of or damage to Lake Region Energy Services' property located on the premises when such loss or damage is not caused by any act or omission on the part of Lake Region Energy Services.

### **Termination of Lake Region Energy Services Responsibility**

Lake Region Energy Services responsibility for installation and maintenance of all gas piping and equipment shall terminate at the gas meter. Lake Region Energy Services shall not be liable for any loss, injury, or damage occasioned or caused by the negligence or wrongful act of the customer or any of his agents, employees, or licensees in installing, maintaining, using, operating, or interfering with any gas piping or gas burning equipment.

Any inspection of the customer's piping or equipment by Lake Region Energy Services shall not be construed to impose any liability upon Lake Region Energy Services to the customer, or to any other person by reason thereof. Lake Region Energy Services shall not be liable or responsible for any loss, injury, or damage which may result from the use of or defects in the customer's gas piping or gas burning equipment.

## **Section 31: Customer Service**

---

### **General**

The goal of Lake Region Energy Services customer service is to provide service necessary for the safety and welfare of our customers as it relates to the use of gas and gas appliances.

### **"No Surcharge" Service**

Lake Region Energy Services will provide "no surcharge" service for all customers as follows:

1. Emergency service for the investigation of suspected leaks or other unsafe conditions in customers' or Lake Region Energy Services' property.
2. Maintenance of Lake Region Energy Services-owned equipment on customers' premises including meters, regulators, or service lines.
3. Turn-on of gas meters for new customers.

### **"Charge" Service**

Lake Region Energy Services may provide service for adjustment, repair, installation, or maintenance of appliances on a direct customer charge basis where the installation and equipment are approved by applicable codes and regulations, and where the equipment is reasonably accessible to service personnel and provisions have been made so that the health and safety of the service person will not be in jeopardy.

## **Section 32: Customer Requested Utility Work**

---

This section details the costs for utility work requested by customers to be performed by Lake Region Energy Services at a charge to the customer.

- Customer requested work requires a signed application form and payment prior to commencement of work.
- If the alteration will result in additional sales, Lake Region Energy Services will calculate the alteration charge with consideration of the estimated incremental revenues resulting from the change.
- Any other customer or contractor requested utility work that is not listed in the No Surcharge service section will be completed at the customer's or contractor's expense. The charge will be determined individually by Lake Region Energy Services based upon the estimated cost of time and material to be incurred, with a minimum charge of \$75.00.

### **Winter Construction**

Between November 1 and April 1, inclusive, work may be subject to a winter construction charge. Winter construction generally occurs because of failure of customer to meet all requirements of Lake Region Energy Services to complete installation during normal construction or because the customer's property, or the streets leading thereto, were not ready to receive the service pipe or gas main by such date.

Winter conditions include when six (6) or more inches of frost, snow removal, or plowing is required to install service, or burner(s) must be set at the main or underground facilities in order to install for the entire length of service or gas main installed.

Winter construction will not be undertaken by Lake Region Energy Services where prohibited by law or where it is not practical or prudent to install gas service pipe during the winter season, including, but not limited to, roadway crossings prohibited by local permitting authorities or construction equipment limitations due to winter conditions.

Customer will be responsible for the actual cost incurred at the time of construction plus an additional 15% for administrative fees.