

January 21, 2022

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101

RE: **Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket Nos. G6278, G6279, G6280/CI-18-770 and G7066/EX-21-693

Dear Mr. Seuffert:

Attached are the comments of the Minnesota Department of Commerce, Division of Energy Resources (Department) in the following matters:

Gorham's Inc. d/b/a Northwest Natural Gas Compliance Filing and

Petition of Paul Bunyan Natural Gas, LLC for Exemption for Small Gas Utility Franchise

The Petition was filed on September 20, 2021 by:

Rachel Sorrentino
Paul Bunyan Natural Gas LLC
9519 St 371
Walker, MN 56484

The Department concludes that Gorham's Inc., one of Paul Bunyan Natural Gas' co-owners has complied with the reporting requirements included in Order Point 8 of the Commission's June 22, 2021 in Docket No. G6278, G6279, G6280/CI-18-770.

Regarding the instant docket, the Department is requesting that Paul Bunyan Natural Gas (PBNG) provide additional information in its Reply Comments. The Department will develop its final recommendations after it has had the opportunity to review PBNG's Reply Comments. The Department is available to answer any questions that the Minnesota Public Utilities Commission may have.

Sincerely,

/s/ JOHN KUNDERT
Financial Analyst

JK/ja
Attachment



Before the Minnesota Public Utilities Commission

Comments of the Minnesota Department of Commerce Division of Energy Resources

Docket Nos. G6278, G6279, G6280/CI-18-770 and G7066/EX-21-693

I. SUMMARY OF THE UTILITY'S PROPOSAL

On September 20, 2021, Paul Bunyan Natural Gas LLC (PBNG or the Company) filed a petition (Petition) for approval by the Minnesota Public Utilities Commission (Commission) of an exemption as a small gas utility (ESGU) franchise from the requirements of Minn. Stat. § 216B.16, subd. 12 (a) for service provided to the city of Walker, Minnesota (the Municipality). PBNG stated that the Walker City Council had approved a franchise agreement granting the Company a non-exclusive franchise. The Walker City Council also passed a resolution supporting PBNG's exemption request before the Commission.¹ To the extent necessary, the Company also informally requested an exemption for incidental natural gas distribution service to the rural areas outside of Walker's municipal borders by stating that it currently serves 89 customers outside of the Municipality. PBNG's facilities related to this project are and will be located in Cass County.

II. DEPARTMENT ANALYSIS

The Commission has issued several orders in different dockets regarding the implementation of the statutory requirements related to requests for exempt small gas utility status. Most of those orders address docket-specific issues, for example whether the applicant has met the initial filing requirement to be granted ESGU status. A few of those orders address ongoing regulatory compliance requirements that ESGUs must provide on an annual basis in a compliance filing.

A. *REQUIRED PAUL BUNYAN NATURAL COMPLIANCE-RELATED INFORMATION*

PBNG's request for ESGU status is slightly different than previous ESGU requests in that the Company is partly owned by Gorham's Inc. d/b/a Northwest Natural Gas (Gorham's). Gorham's has been involved in a lengthy regulatory Commission initiated investigation regarding its regulatory status and organizational structure in Docket No. G6278, G6279, G6280/CI-18-770 (18-770 docket). Thus, PBNG's request for exempt small gas utility status incorporates some additional compliance-related reporting requirements not normally required in a request of this nature.

¹ The Company included copies of these two documents, Ordinance 2019-07 and Resolution 39-2019 in its Petition.

Those reporting requirements are delineated in the Commission's June 22, 2021 ORDER ACCEPTING FILING AND ESTABLISHING ADDITIONAL REQUIREMENTS in the 18-770 docket. The Commission Order included the following compliance-related reporting requirements for PBNG;

8. Paul Bunyan Natural Gas, LLC, shall file its present and anticipated 2022 customer counts, a thorough description of its corporate and operational relationship to Northwest, and if applicable, a small gas utility exemption request within 90 days.

The Department provides a discussion of this aspect of PBNG's filing below.

1. ORGANIZATIONAL STRUCTURE

The Company provided the following information in the Petition:

Paul Bunyan Natural Gas was formed in 2020 as a joint venture between Northwest Natural Gas LLC and Northern Star Cooperative Services, Inc. Each entity owns a 50% share in PBNG. The company is governed by a five-member board of directors; each owner appoints two board members, and the fifth is selected by the four appointed members. Due to its small size, PBNG does not yet have any direct full-time employees; instead, day-to-day operations are performed primarily by employees of Northern Star Cooperative Services, Inc. Additional support and training is provided as-needed by employees of Gorham's Inc dba Northwest Gas. Labor costs from each company are billed to PBNG at cost plus a markup to cover benefits and other overhead.

2. NUMBER OF CURRENT CUSTOMERS AND FORECASTED CUSTOMERS FOR 2022

PBNG stated in its filing that as of September 2021 the Company provided natural gas service to 361 customers. Two hundred seventy-two of those customers are located in the City of Walker. PBNG forecasted that it will be serving approximately 600 customers by the end of December 2022.

3. SMALL GAS UTILITY FRANCHISE EXEMPTION REQUEST

This topic is not specifically a requirement. The Commission stated that PBNG could file an exemption for a small gas utility exemption request, if applicable. The Company has elected to pursue that option. The Department reviews the Company's request in the following section.

The Department also concludes that Gorham's Inc. has fulfilled the reporting requirements identified in the Commission's June 22, 2021 ORDER ACCEPTING FILING AND ESTABLISHING ADDITIONAL REQUIREMENTS in the 18-770 docket.

B. PAUL BUNYAN NATURAL GAS REQUEST FOR EXEMPTION FROM COMMISSION RATE REGULATION UNDER MINN. STAT. § 216B.16, SUBD. (A)

The Department referred to the most recent request for ESGU status as the starting point to review PBNG's request. In Docket No. G6977/M-17-829, the Department recommended the Commission approve Lake Region Energy Services (LRES) request for ESGU status after LRES had provided information in response to the following questions .

- Does the applicant meet the requirements that it serve less than 650 customers?²
- Has the applicant received a franchise granted by the municipality to operate a local natural gas distribution in the municipality's borders?
- Does the municipality support the applicant's request to be exempt from Commission rate regulation?
- Did the applicant provide a tariff/rate book that delineates its relationship with its customers?
- Does the proposed tariff/rate book include all the Commission required non-rate related statutory and administrative requirements?

1. CUSTOMER NUMBERS AND REQUIRED MUNICIPAL RESOLUTIONS/ORDINANCES

As noted previously, PBNG estimates that it will be providing 600 customers at the end of 2022, up from the 361 customers it was serving in September 2021.

Historically the Commission has also been interested in the percentage of customers receiving incidental service for this type of petition.³ Table 1 summarizes this information for the Company and compares PBNG's percentage for incidental customers to other ESGUs.

² Attachment A provides some additional context regarding this statutory requirement.

³ Incidental service in this instance is defined as customers receiving natural gas service located outside the municipality's borders.

Table 1 – Summary of ESGU’s Initial Incidental Customer Percentages

ESGU	Total Number of Customers	Incidental Number of Customers	% of Incidental Customers
Paul Bunyan Natural Gas	361	89	25%
Lake Region Energy Services (Dent & Miltona)	275	94	34%
Lake Region Energy Services (Parker’s Prairie & Deer Creek)	473	82	17%
Dooley’s I	1,268	35	3%
Dooley’s II	601	144	24%
Community Co-ops of Lake Park	350	30	9%
United Natural Gas	483	21	4%
Total	3,811	495	13%

The Company estimated incidental customer percentage at 25 percent appears higher than the average of 13 percent, but it is not the highest identified in Table 1. Thus, PBNG appears to have met the statutory requirements regarding a forecast of the number of customers and incidental customers.

The Company also provided copies of an ordinance and a resolution, both passed by the Walker City Council in its filing.⁴ The ordinance awarded PBNG a franchise to operate a natural gas local gas distribution utility in Walker. The resolution requested that the Commission approve the Company request to be exempt from Commission rate-regulation.

Hence, the Department concludes that PBNG met the first three requirements identified. The Company did not include a proposed tariff/rate book in its initial filing.

⁴ Copies of those document are included in Attachments B and C.

2. PROPOSED TARIFF/RATE BOOK

In Department Information Request No. 1.1, the Department requested that PBNG provide a copy of its tariff or rate book. The Company complied with that request and a copy of that document is included in Attachment D.

3. COMPLIANCE WITH NON-RATE REGULATED COMMISSION-MANDATED REGULATORY REPORTING REQUIREMENTS

The Commission has identified and summarized ESGU's on-going regulatory reporting requirements in two of its Orders. The Commission's initial order regarding this topic was dated November 9, 2018 in Docket Nos. G6915/M-13-672, G6956/M-15-856, G6960/M-16-214, G6915/M-16-756 and G6977/M-17-186. The ORDER was titled ORDER DETERMINING COMPLIANCE WITH COMMISSION ORDERS AND ESTABLISHING FILING REQUIREMENTS.

The Commission delineated several annual filing requirements for ESGUs at Order Point 3.

- Updated customer counts, plus a statement that the utility does not discriminate between in-muni/out-muni customers, and if it does, why;
- Any municipality-approved rate changes that occurred in the prior year and when those changes went into effect;
- All changes to its tariff book in redlined and final revised tariff form;
- A copy of its cold weather disconnection notice sent to the customers, including how the notice was communicated and the date communicated;
- A copy of any utility disconnection reports served any of the municipalities as required by Minn. Stat. § 216B.0976;
- A copy of its notice form sent to customers who are in arrears pursuant to the utility's obligation under Minn. Stat. § 216B.098, along with any policy not clearly identified in the tariff regarding budget billing plans, payment arrangements, and undercharge payments.

In its ORDER APPROVING 2021 COMPLIANCE FILINGS AND ADOPTING FUTURE FILING REQUIREMENTS dated September 7, 2021 in Docket Nos. G6915/M-13-672, G6956/M-15-856, G6960/M-16-214, G6915/M-16-756, G6977/M-17-186 and G6977/M-17-829 the Commission added or refined the three following reporting requirements:

- Future small gas utility franchise annual compliance filings shall provide copies of the utilities' tariffs reflecting Minn. Stat. §§ 216B.096 and 216B.097 legislatively mandated changes to extend the Cold Weather Rule period to October 1 to April 30 for residential customers, as well as copies of any updated cold weather disconnection notices.
- Future small gas utility franchise annual compliance filings shall provide customer counts reflecting the number of person or businesses served (i.e. customers) rather than a customer count based on the number of meters.
- Future small gas utility franchise annual compliance filings shall provide the following: updated total customer counts for all municipal franchises, the number of customers service under each municipal franchise, and the number of customers served outside of each municipality's border that the utility claims are incidental.

The Company noted in its Petition that it would comply with all the requirements included in those two Commission orders so the remaining question is whether PBNG addressed those issues in its filing or in its discovery responses. Table 2 summarizes those requirements and the Company's efforts.

Table 2 – Commission Initial/Annual Filing Requirements

Requirement	Discussed (Yes/No)	Reference
Initial/Updated Customer Counts	Yes	Petition at page 1
Initial Tariff Book	Yes	Department Information Request Response # 1.1
Discussion Regarding Rates for Incidental Customers	Yes	Department Information Request Response # 1.2
Any Municipality-Approved Rate Changes from the Prior Year	No	Request PBNG discuss in Reply Comments
All Changes to Tariff Book in Final and Revised Form	Yes	Initially tariff/rate book so requirement doesn't specifically apply
A Copy of the Cold Weather Disconnection Notice Sent to Customers and Date and Method of Communications	Yes, included in tariff book, notice mailed September 21, 2021	Department Information Request Response # 1.3 and 1.4
Copies of Any Disconnection Reports Sent to Municipality	Yes	Department Information Request Response # 1.5
Copy of Form Sent to Customers Who are in Arrears	No	Request PBNG discuss in Reply Comments
Cold Weather Rule Information	Yes	Section 5.3 of Tariff
Customer Count Based on Number of Customers, Not Meters	No	Request PBNG discuss in Reply Comments
Updated customer counts for all municipal franchises, number of customers served under each franchise and number of incidental customers served by each franchise	Not applicable, initial application	PBNG is a considered a stand-alone enterprise relative to Gorham's Inc. in that Gorham's does not have a controlling interest

The Department requests that the Company address the following three issues in its Reply Comments:

- Were there any rate changes to PBNG's tariff in 2021 that were approved by the Walker City Council?
- Does the Company have a specific form that it sends to customers who are in arrears that are not covered by the Cold Weather Rule?
- Was the customer count information PBNG provided in its Petition based on the number of customers and not the number of meters?

In addition, the Department reviewed PBNG's tariff and found it to be consistent in nature with other tariffs used by exempt small gas utilities.

4. PBNG'S EMERGENCY MANAGEMENT PLAN

In Information Request No. 2, the Department asked about the Company's emergency management plan. PBNG provided a detailed response that explained the different components of its Emergency Response Plan. The Department appreciates the Company's response and has included it as Attachment E to these comments.

5. MISCELLANEOUS TOPICS

The Department identified two additional topics that it believes merit additional discussion. The first is a request that PBNG provide the Commission with a map of its proposed service territory. This request is consistent with past practice. The second relates to the Company's current system for tracking customer complaints. In information request number nine, the Department asked how many customer complaints the Company has received since initiating service in Walker.

The Company responded:

PBNG does not maintain a log of customer complaints received: rather, we work with our customers to resolve any complaints as they arise. Some questions and complaints have come up since the system began operation, but all have been resolved. We do not know of any unresolved complaints.

Minnesota Rule 7820.0400 requires a utility to: "keep a record of complaints received by it from its customers which shall be classified as directed by the Public Utilities Commission. The record shall show the name and address of the complainant, the date and nature of the complaint, and its

disposition and the date thereof. The utility shall keep records of customer complaints in such a manner that will enable it to review and analyze its procedures and actions.”

The Department request that PBNG explain in its Reply Comments how it will comply with this complaint record requirement, or in the alternative, request a variance from this rule from the Commission.

III. DEPARTMENT RECOMMENDATIONS

The Department requests that PBNG answer the questions in Reply Comments:

- Were there any rate changes to PBNG’s tariff in 2021 that were approved by the Walker City Council?
- Does the Company have a specific form that it sends to customers who are in arrears that are not covered by the Cold Weather Rule?
- Was the customer count information PBNG provided in its Petition based on the number of customers and not the number of meters?

In addition, the Department request that the Company provide a map of its current service territory and explain how it will comply with the complaint record requirement included in Minn. Rule 7820.0400, or in the alternative, request a variance from this rule from the Commission.

The Department will provide its final recommendations in this proceeding to the Commission in a set of Supplemental Comments.

Attachment A – Exempt Small Gas Utility Request – Statutory Requirements

Minnesota Statute § 216B.02, subd. 4 states:

“Public utility” means persons, corporations, or other legal entities, their lessees, trustees, and receivers, now or hereafter operating, maintaining, or controlling in this state equipment or facilities for furnishing at retail natural, manufactured, or mixed gas or electric service to or for the public or engaged in the production and retail sale thereof.... In addition, the provisions of this chapter shall not apply to a public utility whose total natural gas business consists of supplying natural, manufactured, or mixed gas to not more than 650 customers within a city pursuant to a franchise granted by the city, provided a resolution of the city council requesting exemption from the regulation is filed with the commission. [Emphasis added.]

This statutory language indicates that a public utility would be considered exempt from the legal requirements included in Chapter 216B and by extension, from Commission regulation, if it was granted a franchise by a city and if the city provides a resolution of support for the exemption request. Further, the utility is limited to serving no more than 650 customers within the city.

Minnesota Statute Chapter 216B contains some additional language that is germane to this topic.

Minnesota Statute § 216B.16, subd. 12 (a) states:

A municipality may file with the Commission a resolution of its governing body requesting exemption from the provisions of this section for a public utility that is under a franchise with the municipality to supply natural, manufactured, or mixed gas and that serves 650 or fewer customers in the municipality as long as the public utility serves no more than 5,000 customers.

This statutory language reiterates the 650-customers-within-a-municipality threshold included in the definition of public utility and then adds a limiting criterion of 5,000 total customers. A conservative reading of the two statutes would lead to the conclusion that both criteria need to be met in order for the Commission to grant an exemption.

Additionally, Minnesota Statute § 216B.16, subd. 12 (b) states:

The commission shall grant an exemption from this section for that portion of a public utility’s business that is requested by each

municipality it serves. Furthermore, the commission shall also grant the public utility an exemption from this section for any service provided outside of a municipality's border that is considered by the commission to be incidental. The public utility shall file with the commission and the department all initial and subsequent changes in rates, tariffs, and contracts for service outside the municipality at least 30 days in advance of implementation. This section of Chapter 216B adds a layer of complexity by indicating that a public utility may be granted exemption only for the portion of its business within each municipality, unless the service provided outside each municipality is considered to be incidental, in which case all of the public utility's business is exempt from rate regulation. It appears that Minnesota Statute § 216B.02, subd. 4 (existing since 1981) did not contemplate the possibility that a public utility may serve more than one municipality;¹ thus, further refinements were made to the statutory language regarding small gas utility exemptions. Chronologically, the initial sentence in Minnesota Statute § 216B.16, subd. 12 (b) became law in 1991. The rest of the passage became law in 1995, as did subpart (d).

Minnesota Statute § 216B.16, subd. 12 (c) through (e) state:

(c) However, the commission shall require the utility to adopt the commission's policies and procedures governing disconnection during cold weather. The utility shall annually submit a copy of its municipally approved rates to the commission.

(d) In all cases covered by this subdivision in which an exemption for service outside of a municipality is granted, the commission may initiate an investigation under section 216B.17, on its own motion or upon complaint from a customer.

(e) If a municipality files with the commission a resolution of its governing body rescinding the request for exemption, the commission shall regulate the public utility's business in that municipality under this section.

¹ As the Commission staff noted in footnote 2 on page 4 of its briefing papers in Docket No. G6915/M-13-672 (*In the Matter of the Petition of Dooley's Natural Gas LLC for Exemption for Small Gas Utility*), "Trying to read these statutes together could arguably result in a contradiction, unless one interprets the former to apply only to a gas utility who services only one city and has 650 or fewer customers in total."

The language in Minnesota Statute § 216B.16, subd. 12, subparts (c) and (e) originally became law in 1991. They were re-numbered as part of the statutory changes enacted in 1995.

**CITY OF WALKER
CASS COUNTY, MINNESOTA
ORDINANCE No. 2019-07**

AN ORDINANCE GRANTING TO PAUL BUNYAN NATURAL GAS, LLC, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND AUTHORITY FOR A PERIOD OF TWENTY-FIVE YEARS TO ERECT AND MAINTAIN A GAS DISTRIBUTION SYSTEM, APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES, OR OTHER PUBLIC PLACES OF THE CITY OF WALKER, MINNESOTA, FOR THE DISTRIBUTION AND SALE OF NATURAL GAS AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE GRANTEE IS TO OPERATE ITS DISTRIBUTION SYSTEM.

The City Council of the City of Walker does ordain as follows:

Section 1. Paul Bunyan Natural Gas, LLC, a Minnesota corporation doing business as Paul Bunyan Natural Gas, LLC, its lessees, successors and assigns, hereinafter referred to as Grantee, be and hereby granted a non-exclusive authority for a period of twenty-five years to erect and maintain a gas distribution system and any and all necessary mains, pipes, services, and other appliances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places in the City of Walker, Minnesota, hereinafter referred to as City or Grantor, for the distribution and sale of natural or propane gas for heating, industrial and all other uses and purposes in said City.

Section 2. All necessary City permits shall be obtained in advance whenever the Grantee, in construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public places, within the corporate limits of the City, the same shall be done in a manner so as to minimize interference with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work, and upon its completion, all pavement shall be replaced in as good condition as it was before being taken up.

All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the Grantor. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the Grantor may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the Grantor by the Grantee.

Section 3. The Grantee in erecting and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in said City and in laying its gas equipment, shall not in any manner interfere with or injure and improvement which said City now has or may hereafter have upon any of its streets, alleys, highways, or public places.

Section 4. Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate modern,

standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion and in a manner adequate to meet the necessities and requirements of the City, its industries and inhabitants and the same provision is hereby made for future growth of the City, provided, however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural or propane gas or gas service within said City if Grantee is, for any reasons, unable to obtain delivery of gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural or propane gas or gas service, provided, further that when the amount of natural or propane gas supplied to Grantee at or near the City limits of said City is insufficient to meet the additional firm requirements of connected or new consumers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural or propane gas for such additional firm requirements to domestic, commercial and industrial consumers in that order of priority.

Section 5. Grantee agrees for and in behalf of itself, its lessees, successors, and assigns that all authority and rights in this ordinance contained, shall at all times be subject to all right, power, and authority now or hereafter possessed by said City to regulate rates, control and direct or otherwise by ordinance or resolution legislate concerning the franchise herein granted and concerning the manner in which Grantee shall use the street, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

Section 6. The Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas having a British Thermal Unit heating value as fixed in the rate schedule, plus or minus fifty (50) British Thermal Units per cubic foot of gas. Should the monthly average of British Thermal Units vary more than fifty (50) from the value in rate schedule, the rate then in effect shall be automatically and correspondingly adjusted during any period or periods of time in which such different British Thermal unit value shall be furnished.

Section 7. The Grantee shall hold the Grantor harmless from any and all claims and actions, litigation or damage, arising out of the construction, erection, installation, maintenance or operation of its properties operated by authority of this ordinance within the corporate limits of the City or the Court costs and reasonable attorney fees in making defense against such claims. A copy of any process served upon the Grantor shall be served by the Grantor upon the Grantee. The Grantee shall have the right to defend in the name of the Grantor and to employ counsel for such purpose.

Section 8. The Grantee shall extend its gas distribution system, free of charge, one hundred (100) feet for each customer to be serviced from such extension thereof and shall extend the service additional feet as necessary beyond that one hundred (100) feet at the expense of the customer to be served.

Section 9. If the Grantee shall be in default in the performance of any of the terms and conditions of this ordinance and shall continue in default for more than thirty days after receiving notice from the City Council of such default, the City Council may, by ordinance duly passed and adopted, terminate all rights granted under this ordinance to the Grantee. The said notice


and default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of Minnesota for the service of original notices in civil actions. Failure to give notice does not constitute waiver.

Section 10. The right and authority herein granted shall be non-exclusive and shall be and continue for a period of twenty-five (25) years from and after the date of the legal enactment of this ordinance and acceptance thereof by the Grantee.

Section 11. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

Passed, adopted, and approved this 7th day of October, 2019.



Jed Shaw, Mayor

Terri Bjorklund, City Clerk

MOTION: Wilkening
SECOND: Senenfelder
Hansen: Aye
Moore: Aye
Senenfelder: Aye
Shaw: Aye
Wilkening: Aye

**CITY OF WALKER
CASS COUNTY, MINNESOTA
ORDINANCE No. 2019-07**

AN ORDINANCE GRANTING TO PAUL BUNYAN NATURAL GAS, LLC, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND AUTHORITY FOR A PERIOD OF TWENTY-FIVE YEARS TO ERECT AND MAINTAIN A GAS DISTRIBUTION SYSTEM, APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES, OR OTHER PUBLIC PLACES OF THE CITY OF WALKER, MINNESOTA, FOR THE DISTRIBUTION AND SALE OF NATURAL GAS AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE GRANTEE IS TO OPERATE ITS DISTRIBUTION SYSTEM.

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Section 2. All necessary City permits shall be obtained in advance whenever the Grantee, in construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public places, within the corporate limits of the City, the same shall be done in a manner so as to minimize interference with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work, and upon its completion, all pavement shall be replaced in as good condition as it was before being taken up.

All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the Grantor. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the Grantor may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the Grantor by the Grantee.

Section 3. The Grantee in erecting and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in said City and in laying its gas equipment, shall not in any manner interfere with or injure and improvement which said City now has or may hereafter have upon any of its streets, alleys, highways, or public places.

Section 4. Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate modern,

standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion and in a manner adequate to meet the necessities and requirements of the City, its industries and inhabitants and the same provision is hereby made for future growth of the City, provided, however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural or propane gas or gas service within said City if Grantee is, for any reasons, unable to obtain delivery of gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural or propane gas or gas service, provided, further that when the amount of natural or propane gas supplied to Grantee at or near the City limits of said City is insufficient to meet the additional firm requirements of connected or new consumers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural or propane gas for such additional firm requirements to domestic, commercial and industrial consumers in that order of priority.

Section 5. Grantee agrees for and in behalf of itself, its lessees, successors, and assigns that all authority and rights in this ordinance contained, shall at all times be subject to all right, power, and authority now or hereafter possessed by said City to regulate rates, control and direct or otherwise by ordinance or resolution legislate concerning the franchise herein granted and concerning the manner in which Grantee shall use the street, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

Section 6. The Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas having a British Thermal Unit heating value as fixed in the rate schedule, plus or minus fifty (50) British Thermal Units per cubic foot of gas. Should the monthly average of British Thermal Units vary more than fifty (50) from the value in rate schedule, the rate then in effect shall be automatically and correspondingly adjusted during any period or periods of time in which such different British Thermal unit value shall be furnished.

Section 7. The Grantee shall hold the Grantor harmless from any and all claims and actions, litigation or damage, arising out of the construction, erection, installation, maintenance or operation of its properties operated by authority of this ordinance within the corporate limits of the City or the Court costs and reasonable attorney fees in making defense against such claims. A copy of any process served upon the Grantor shall be served by the Grantor upon the Grantee. The Grantee shall have the right to defend in the name of the Grantor and to employ counsel for such purpose.

Section 8. The Grantee shall extend its gas distribution system, free of charge, one hundred (100) feet for each customer to be serviced from such extension thereof and shall extend the service additional feet as necessary beyond that one hundred (100) feet at the expense of the customer to be served.

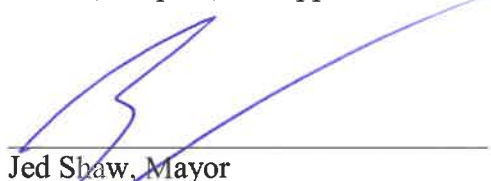
Section 9. If the Grantee shall be in default in the performance of any of the terms and conditions of this ordinance and shall continue in default for more than thirty days after receiving notice from the City Council of such default, the City Council may, by ordinance duly passed and adopted, terminate all rights granted under this ordinance to the Grantee. The said notice

and default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of Minnesota for the service of original notices in civil actions. Failure to give notice does not constitute waiver.

Section 10. The right and authority herein granted shall be non-exclusive and shall be and continue for a period of twenty-five (25) years from and after the date of the legal enactment of this ordinance and acceptance thereof by the Grantee.

Section 11. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

Passed, adopted, and approved this 7th day of October, 2019.



Jed Shaw, Mayor

Terri Bjorklund, City Clerk

MOTION: Wilkening
SECOND: Senenfelder
Hansen: Aye
Moore: Aye
Senenfelder: Aye
Shaw: Aye
Wilkening: Aye



PAUL BUNYAN
Natural Gas

Rate Book

August 31, 2021

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II. List of Communities Served

Paul Bunyan Natural Gas LLC supplies gas service to the following cities and rural townships.

Cities and Townships

- Walker City
- Leech Lake Township, Cass County
- Shingobee Township, Cass County

Counties

- Cass

III. Contact List

Listed below is the name, title, address, and telephone numbers of Paul Bunyan Natural Gas LLC personnel to be contacted in connection with:

All Matters Relating to Rates and Rules	Rachel Sorrentino Managing Director Paul Bunyan Natural Gas LLC 801 Twelve Oaks Center Drive Wayzata, Minnesota 55391 Cell: 651-341-2250
Emergencies & Outages	1-888-501-7845
Customer Service	1-218-547-4607
Website	http://pbnaturalgas.com

All statutory and rule cites contained in this tariff can be accessed at the website of the Minnesota Legislature (<https://www.revisor.mn.gov>).

IV. Technical Terms and Abbreviations

The Company does not employ any technical or special terms which are unique to the application of any of its rate schedules, rules, or regulations. All terms used by the Company are common terms in the industry.

Rate Area

- Cass Lake City, Cass County
- Leech Lake Band of Ojibwe, Cass County
- Pike Bay Township, Cass County
- Ten Lake Township, Beltrami County

<u>Description</u>	<u>Rate Code</u>
Residential Sales Service	6601
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Paul Bunyan Natural Gas LLC - Residential Sales Service

Availability

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

Therm Adjustment

Customer's consumption in CCF will be adjusted to reflect 1,000 Btu per cubic foot, base pressure 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

Pressure Adjustment

For customers served at 7" Water Column or greater, an adjustment factor will be used to correct gas consumption measurements for super compressibility.

Rate

Customer Charge per Month	\$8.00
Base Energy Charge per Therm	\$1.10
Purchased Gas Adjustment per Therm	\$x.xxxx Calculated Adjustment

Monthly Minimum Charge

Customer Charge

Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations.

Paul Bunyan Natural Gas LLC - Small Commercial Sales Service
For Meter sizes 275-800

Availability

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

Therm Adjustment

Customer's consumption in CCF will be adjusted to reflect 1,000 Btu per cubic foot, base pressure 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

Pressure Adjustment

For customers served at 7" Water Column or greater, an adjustment factor will be used to correct gas consumption measurements for super compressibility.

Rate

Customer Charge per Month	\$15.00
Base Energy Charge per Therm	\$1.05
Purchased Gas Adjustment per Therm	\$x.xxxx Calculated Adjustment

Monthly Minimum Charge

Customer Charge

Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations.

Paul Bunyan Natural Gas LLC - Medium Commercial Sales Service
For Meter sizes 801-5000

Availability

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

Therm Adjustment

Customer's consumption in CCF will be adjusted to reflect 1,000 Btu per cubic foot, base pressure 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

Pressure Adjustment

For customers served at 7" Water Column or greater, an adjustment factor will be used to correct gas consumption measurements for super compressibility.

Rate

Customer Charge per Month	\$25.00
Base Energy Charge per Therm	\$0.85
Purchased Gas Adjustment per Therm	\$x.xxxx Calculated Adjustment

Monthly Minimum Charge

Customer Charge

Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations.

Paul Bunyan Natural Gas LLC - Large Commercial Sales Service
For Meter sizes 5001+

Availability

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

Therm Adjustment

Customer's consumption in CCF will be adjusted to reflect 1,000 Btu per cubic foot, base pressure 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

Pressure Adjustment

For customers served at 7" Water Column or greater, an adjustment factor will be used to correct gas consumption measurements for super compressibility.

Rate

Customer Charge per Month	\$25.00
Base Energy Charge per Therm	\$0.85
Purchased Gas Adjustment per Therm	\$x.xxxx Calculated Adjustment

Monthly Minimum Charge

Customer Charge

Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations.

Paul Bunyan Natural Gas LLC - Industrial Sales Service
Not Currently Available

Availability
Not Currently Available

VI . General Rules and Regulations – Table of Contents

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Section 1 - General Service Rules

1.1 Application for Service

A party desiring gas service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse an applicant or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any person who uses gas service in the absence of application or contract shall be subject to the Company's rates, rules, and regulations and shall be responsible for payment of all service used.

When required by governmental authority, a customer desiring new service or expanded service first must make application for and receive written approval from the Company.

When more than one rate schedule is available for the same class of service, the Company will assist in selecting the applicable rate schedule(s) resulting in the least cost option.

Subject to its rates, rules, and regulations, the Company will continue to supply gas service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

1.2 Service Charges

A. Change Of Billing Party Fee

The Company will assess a one-time \$15.00 fee for each change of billing account.

B. Service Reconnection Charge

The Company will charge \$40.00 for a Reconnection Fee service during business hours, and a \$75.00 Reconnection Fee after business hours, where the service has been disconnected for valid cause to include but not be limited by nonpayment, fraudulent or unauthorized use of service, tampering with Company's meter or connection, misuse, or waste of service by customer or a dangerous condition exists with respect to the presence, delivery or usage of natural gas on customer premises.

C. Collection Fee

When a serviceman has been dispatched to a premise for non-payment, and the customer pays the serviceman or a payment arrangement is made with the office while the serviceman is on the premise, a \$25.00 Collection Fee will be assessed.

D. Customer Requested Disconnection for Vacation

When a customer requests a service to be disconnected temporarily for a vacation or construction, a Vacation Reconnection Fee of \$18 will be assessed to reconnect the service.

1.3 Access to Customer's Premises

When properly identified, the Company representative shall have access to the customer's premises in accordance with Minnesota Public Utilities Commission Rule 7820.3100 at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incident to service.

1.4 Continuity of Service

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of gas. The Company shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than the gross negligence of the Company. The Company shall 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.

1.5 Deposits and Guarantees

Any applicant or customer who has a prior outstanding balance not in dispute or has not established good credit, as defined by the Minnesota Public Utilities Commission rules, may be required to deposit a sum not to exceed an estimated two months' gross bill or existing two months' bill, as determined by the Company. The Company will pay simple interest per billing period, at the rate announced by the Commissioner of Commerce each year, on deposits so made, with said interest to be paid as a credit on the customer's bill. The Company will refund by direct payment, or as a credit on the customer's bill, a customer's deposit after 12 consecutive months of prompt payment. If a customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover two months' bill, a new or additional deposit may be required upon reasonable written notice by the Company. Deposits will not be considered as advance payments on account. Service to a customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

Upon request by customer to temporarily disconnect service, the customer's deposit will be held with no interruption of interest.

Upon request by a customer to discontinue service, the customer's deposit, less any amounts due by the customer to the Company for gas service, will be returned to that customer within 45 days of the date of discontinuance of service. In lieu of cash deposit, a guarantee satisfactory to the Company for a like amount will be acceptable.

In case of discontinuance of service for non-payment of amounts payable when due, the Company will not restore service until all arrears are paid in full and a cash deposit as required above is made, or until other satisfactory credit arrangement is made.

The Company's procedures on deposit and guarantee requirements shall be in compliance with Minnesota Rules 7820.4200 – 7810.4700, Deposit and Guarantee Requirement.

1.6 Service Calls

When a customer calls and reports a gas problem, such as inadequate gas pressure or a suspected gas leak, the Company will, as soon as reasonably possible, send out a serviceman to determine the necessary action to correct the problem. Priority will be given to emergency requests where there is danger to life and property. The Company's response may be limited to temporary repairs because of the workload or weather conditions.

Section 2 - Metering and Billing

2.1 Metering and Testing

The Company will furnish, install, and maintain one set of metering equipment installed only on Company owned piping, for each account or rate schedule under which service is supplied. The location, number of meters and appurtenances, and specifics of installation will depend on the service arrangements and requirements of the rate schedules.

The Company will maintain and test its metering equipment in a manner expected to result in accurate customer billing. In the event the Company's test shows a meter to have an average error of more than 2% fast or slow, the Company, will adjust the bills for service during the period of registration error, if known, but not longer than a period of one year. If the error period is not known, an adjustment will be made for a period equal to one-half of the time since the most recent test, not to exceed six months. If the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period.

2.2 Monthly Billing

Bills will normally be rendered monthly and may be paid by mail, placed in the drop box, or at the office of the Company during regular business hours. A "month," as used for billing purposes, does not mean a calendar month, but means the interval between two consecutive periodic meter reading dates which are, as nearly as practicable, at 30-day intervals.

2.3 Budget Payment Plan

Qualified customers may, at their request, be billed under the Company's budget payment plan. The plan will provide for 12 equal monthly payments based on the customer's previous use and most current forecasted fuel rates. After the bill for the twelfth month the budget amounts will be adjusted for the credit or debit balance carried forward from the previous month. The Company will review the account during the budget year to ascertain the reasonableness of the budget amount under current rates or conditions of use of service, and the monthly payment may be adjusted accordingly.

2.4 Payment Agreements

In compliance with Minn. Stat. § 216B.098, the Company shall offer payment agreements for the payment of arrears or undercharges. Payment arrangements will consider a customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit will 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 offer a payment agreement to customers who have been undercharged if no culpable conduct by the customer or resident of the customer's household caused the undercharge. The agreement will cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable to the customer and the Company. No interest or delinquency fee will be charged as part of an undercharge agreement under this section.

2.5 Late Payment Fee

The bill balance is due on the date due printed on the bill. A late payment charge of 1.5% or \$1.00, whichever is greater, will be added to the unpaid balance of the bill if not paid by the due date. All payments received will be credited against the oldest outstanding total account balance before application of the late payment charge.

2.6 Bill Date Due

Bills are due and payable upon presentation. For purposes of applying the late payment fee, the date due shown on the customer's bill shall be not more than five days before the next scheduled billing date.

2.7 Estimated Bills

An estimated bill will be rendered if it is impractical for the Company to read the meter or if customer fails to supply a meter reading form in time for the billing operation, or in cases of emergency. An adjustment, if any, will be made in the bill based on the next meter reading.

2.8 Billing Adjustments

In the event of a meter or billing error, as defined by Minnesota Rules, the Company shall recalculate the bills for service during the period of the error, up to a maximum of one year from the date of discovery if the error results in under-charges. The Company shall recalculate bills for errors resulting in over-charges up to a maximum of three years from the date of discovery. Adjustments of bills will be made in accordance with the rules prescribed by the Minnesota Public Utilities Commission. If an existing customer was overcharged more than \$1.00 or a person no longer a customer was overcharged more than \$2.00 as a result of the error, the recalculated amount, plus interest, will be refunded or, where applicable, a credit on a bill shall be made. If a customer has been overcharged as a result of the error, the recalculated amount will be refunded or, where applicable, a credit on a bill shall be made. If a customer has been undercharged as a result of the error, the Company may bill the customer if the amount due exceeds \$10.00. The first billing of the recalculated amount due will be separately billed on a form different from the normal bill form and include a complete explanation of the billing.

In compliance with Minn. Stat. § 216B.098, if a customer inquiry or complaint results in the Company's discovery of the 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 when it was made.

Billing adjustments due to inaccurate meters shall be done in accordance with Minnesota Rules 7820.3900.

2.9 Returned Check Fee

There shall be a fee of \$30.00 for any check or draft submitted to the Company for payment which is dishonored or returned by the financial institution on which it is drawn.

Section 3 - Use of Service Rules

3.1 Use of Service

A. Definitions

1. *Individual Company Metering:* Direct measurement by the *Company*, using a Company meter, of all gas delivered by Company.
2. *Redistribution:* The provision of unmetered gas supply by a customer to customer's tenant or another occupant.
3. *Submetering:* The provision of metered gas supply through a customer owned meter to a customer's tenants, cooperative or condominium owners, other occupants, or to a portion of the customer's own gas consumption.
4. *Outside Sale:* The sale or provision of gas supply by a customer to any other person outside the customer's building or property.
5. *Building :* A self-contained complete structure, including movable and temporary structures separated by space or an area separation wall (as defined in the Uniform Building Code) from all other structures. Two or more structures shall not be considered a single building merely by the existence of skyways, tunnels, common heating or cooling facilities, common garages, entry halls or elevators, or other attachments.
6. *Occupancy Unit:* A room, office, apartment, or other space separated by walls or partitions that enclose the area, or a contiguous grouping thereof when occupied by a single customer.

B. General Rules

Gas service may be used only for the purposes set forth in the respective rate schedules. Within its service area, the Company is in the business of providing retail gas to the ultimate consumer. Gas is supplied for use by customer's household or business, and outside sale of such service is not permitted. The Company permits redistribution and submetering where allowed by law.

The gas service equipment and associated building piping of buildings may be arranged by the owner to facilitate individual metering of the gas consumption of each building and occupancy unit. If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and render bills on the applicable rate schedules to each separately occupied building and occupancy unit.

Gas is normally supplied to each separate customer through a single service and meter. The Company does not engage in the practice of doing interior piping on customer's premises except for the installation and maintenance of Company's property.

3.2 Customer's Piping and Equipment

Customer will install, maintain, and keep in repair its piping and equipment as prescribed by any public authority with jurisdiction over the installation of gas facilities. In the event customer fails to do so, or if the Company finds that the customers piping or equipment, in the Company's opinion, is not adequate and safe, or that the operation thereof under existing conditions is not safe, the Company may discontinue the supply of gas.

Any inspection of a customer's piping and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or anyother person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's piping or equipment.

The Company may, however, at any time require a customer to make such changes in his equipment or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment, or service. In lieu of changes by the customer, the Company may perform such changes and require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property.

The customer will not make a material increase in his load or equipment without first making arrangements with the Company for additional gas supply. The piping, meters, and appurtenances used in furnishing gas service to a customer have a definite capacity, and any increase in load or equipment may require a change in the Company's equipment.

Section 4 - Extension Rules

4.1 Main Extension Policy

Subject to the availability of gas supply and upstream pipeline transportation and the ability to install facilities in compliance with 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:

- A. 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 a five-year recovery of capital costs.
- B. In situations where customer contributions are required, each customer will be required to pay a contribution such that the gross margins are projected to recover capital costs over a five-year period, after excluding costs equal to the customers' contribution in aid to construction (CIAC). Payment of CIAC's is due before start of construction.
- C. Excess CIAC charges applied to Customer Main Extensions may be refunded when additional customers are connected beyond the initial 12-month period, through five years from the start of construction. Refunds will be issued to the customer(s) who made the initial CIAC payment(s), based on an updated CIAC calculation for the original Main Extension, and will in no event exceed the total CIAC calculated for the 5-year recovery period.

4.2 Services Extension Policy

A service line up to 150 feet may be installed for each meter set on a customer's premises without capital contribution. Any footage beyond the 150 feet will be charged $\frac{1}{2}$ of the Company's estimate of materials and contractor cost, determined annually to minimize cross subsidization of existing customers, for the excess footage at the time of installation. This charge may be waived or reduced if the customer can demonstrate that expected usage through the service line will fully or partially recover capital costs in 5 years or less.

The customer, without expense to the Company will grant the Company right-of-way on his premises for the installation and maintenance of the necessary pipes and appurtenances, and will provide and maintain on the premises, at a location satisfactory to the Company, proper space for the Company's piping, meters, regulators, and appurtenances.

The service and meter connections as installed by the Company will be the Company's property and will be maintained by the Company at its own expense.

The customer will provide for the safekeeping of the Company's meters and other facilities and reimburse the Company for the cost of any alterations to the Company's property necessitated by the customer and for any loss or damage to the Company's property located on the premises, except when the loss or damage is caused solely by the Company's negligence or other causes beyond the control of the customer.

4.3 Unusual Construction

The Company reserves the right to charge the customer for any unusual construction. Unusual construction occurs when a special task is required to complete the installation of service or main extensions, resulting in additional costs to the Company. A special task is a task that falls outside the standard installation of a service or main extension, such as: rock removal, excessive boring, construction under concrete or blacktop, and restoration requiring specialty plantings or materials.

4.4 Winter Construction

When the service or main is installed between October 1 and April 15, inclusive, because of failure of customer to meet all requirements of the Company by September 30 or because the customer's property, or the streets leading thereto, are not ready to receive the service pipe or gas main by such date, such work will be subject to a winter construction charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service or burners must be set at the main or underground facilities in order to install service for the entire length of service or gas main installed. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install gas main or gas service pipe during the winter season. The Company's winter construction charges will be individually determined.

Section 5 - Interruption of Service

5.1 Refusal or Discontinuance of Service

With notice, the Company may refuse or discontinue gas service for any of the following reasons: failure to pay amounts payable when due; failure to meet the Company's deposit or credit requirements; breach of contract for service; failure to provide Company with reasonable access to its property or equipment; failure to make proper application for service; failure to comply with the other provisions of the Company's rates, rules, and regulations on file with the Public Utilities Commission; when Company is unable to furnish gas service to customer because it cannot obtain permits or necessary rights-of-way; when necessary to comply with any order or request of any governmental authority having jurisdiction.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue gas service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect gas service to any customer in the event of an unauthorized use of or tampering with Company's equipment or in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the public, or to the Company's employees, equipment, or service. Any discontinuance of gas service will not relieve the customer from customer's obligations to the Company.

Disconnection shall be in accordance with procedures contained in Minnesota Rules 7820.1000 – 7820.3000 on Disconnection of Service.

5.2 Customer Disputes

Whenever the customer advises the Company's designated representative prior to the disconnection of service that any part of the billing as rendered or any part of the service is in dispute, the Company shall investigate the dispute promptly, advise the customer of investigation and its result, attempt to resolve dispute, and withhold disconnection of service until the investigation is completed and the customer is informed of the findings in writing.

Upon the findings of the Company, the customer must submit payment in full of any bill which is due. If the dispute is not resolved to the satisfaction of the customer, he or she must submit the entire payment and may designate the disputed portion to be placed in escrow to the Company. Such payment shall be called an escrow payment.

The customer may apply to the Company to waive its right to disconnect. If the utility refuses to waive its right, the customer may apply to the local regulatory agency for emergency status. If the local regulatory agency determines the customer has a probable claim in the dispute and that hardship may result in the event of disconnection of service, it may declare an emergency status. The Company must continue service for a period not to exceed 30 days.

Customer disputes shall be handled in compliance to procedures contained in Minnesota Rules 7820.2700 – 7820.2900.

5.3 Disconnection During Cold Weather

A. Scope

This section applies only to residential customers of the Company.

B. Definitions

The following definitions apply to terms used in this section.

1. *Cold weather period* - means the period from October 15 through April 15 of the following year.
2. *Company* – means Northwest Natural Gas, LLC.
3. *Customer* - means a residential customer of the company.
4. *Disconnection* - means the involuntary loss of utility heating service as a result of a physical act by the Company to discontinue service. Disconnection includes installation of a service or load limiter or any device that limits or interrupts utility service in any way.
5. *Household income* - means the combined income, as defined in Minn. Stat. §290A.03, subd.3, of all residents of the customer's household, computed on an annual basis. Household income does not include any amount received for energy assistance.
6. *Reasonably timely payment* - means payment made within five working days of agreed-upon due dates.
7. *Reconnection* - means the restoration of utility heating service after it has been disconnected.
8. *Summary of rights and responsibilities* - means a notice approved by the Minnesota Public Utilities Commission that contains, at a minimum, the following:
 - a) an explanation of the provisions of Section E and Minn. Stat. §216B.096, subd. 5;
 - b) an explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - c) a third-party notice;
 - d) ways to avoid disconnection;
 - e) information regarding payment agreements;
 - f) an explanation of the customer's right to appeal a determination of income by the Company and the right to appeal if the Company and the customer cannot arrive at a mutually acceptable payment agreement; and
 - g) a list of names and telephone numbers for county and local energy assistance and weatherization providers in each county served by the Company.
9. *Third-party notice* - means a notice approved by the Minnesota Public Utilities Commission that contains, at a minimum, the following information:
 - a) a statement that the Company will send a copy of any future notice of proposed disconnection of Company service to a third party designated by the residential customer;
 - b) instructions on how to request this service; and
 - c) a statement that the residential customer should contact the person the customer intends to designate as the third-party contact before providing the Company with the party's name.
10. *Utility* - means a public utility as defined in Minn. Stat. §216B.02; the Company is a utility.
11. *Utility heating service* - means natural gas used as a primary heating source for the customer's primary residence.
12. *Working days* - means Mondays through Fridays, excluding legal holidays. The day of receipt of a personally served notice and the day of mailing of a notice shall not be counted in calculating working days.

C. Company Obligations Before Cold Weather Period

Each year, between September 1 and October 15, each utility must provide all customers, personally or by first class mail, a summary of rights and responsibilities. The summary must also be provided to all new residential customers when service is initiated.

D. Notice Before Disconnection During Cold Weather Period

Before disconnecting utility heating service during the cold weather period, a utility must provide, personally or by first class mail, a Minnesota Public Utilities Commission-approved notice to a customer, in easy-to-understand language, that contains, at a minimum, the date of the scheduled disconnection, the amount due, and a summary of rights and responsibilities.

E. Cold Weather Rule

During the cold weather period, a utility may not disconnect and must reconnect utility heating service of a customer whose household income is at or below 50 percent of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement with the utility that is based on the financial resources and circumstances of the household; provided that, a utility may not require a customer to pay more than ten percent of the household income toward current and past utility bills for utility heating service.

A utility may accept more than ten percent of the household income as the payment arrangement amount if agreed to by the customer.

The customer or a designated third party may request a modification of the terms of a payment agreement previously entered into if the customer's financial circumstances have changed or the customer is unable to make reasonably timely payments.

The payment agreement terminates at the expiration of the cold weather period unless a longer period is mutually agreed to by the customer and the utility.

Each utility shall use reasonable efforts to restore service within 24 hours of an accepted payment agreement, taking into consideration customer availability, employee availability, and construction-related activity.

F. Verification of Income

In verifying a customer's household income, the company may:

1. accept the signed statement of a customer that the customer is income eligible;
2. obtain income verification from a local energy assistance provider or a government agency;
3. consider one or more of the following:
 - a) the most recent income tax return filed by members of the customer's household;
 - b) for each employed member of the customer's household, paycheck stubs for the last two months or a written statement from the employer reporting wages earned during the preceding two months;
 - c) documentation that the customer receives a pension from the Department of Human Services, the Social Security Administration, the Veteran's Administration, or other pension provider;
 - d) a letter showing the customer's dismissal from a job or other documentation of unemployment; or
 - e) other documentation that supports the customer's declaration of income eligibility.

A customer who receives energy assistance benefits under any federal, state, or county government programs in which eligibility is defined as household income at or below 50 percent of state median income is deemed to be automatically eligible for protection under this section and no other verification of income may be required.

G. Prohibitions and Requirements

This subdivision applies during the cold weather period.

The Company may not charge a deposit or delinquency charge to a customer who has entered into a payment agreement or a customer who has appealed to the Minnesota Public Utilities Commission under Section H and Minn. Stat. §216B.096, subd. 8.

The Company may not disconnect service during the following periods:

1. during the pendency of any appeal under Minn. Stat. §216B.096, subd. 8;
2. earlier than ten working days after a utility has deposited in first class mail, or seven working days after a utility has personally served, the notice required under Section D and Minn. Stat. §216B.096, subd. 4, to a customer in an occupied dwelling;
3. earlier than ten working days after the Company has deposited in first class mail the notice required under Minn. Stat. §216B.096, subd. 4, to the recorded billing address of the customer, if the Company has reasonably determined from an on-site inspection that the dwelling is unoccupied;
4. on a Friday, unless the Company makes personal contact with, and offers a payment agreement consistent with this section to the customer;
5. on a Saturday, Sunday, holiday, or the day before a holiday;
6. when the Company office is closed;
7. when no Company personnel are available to resolve disputes, enter into payment agreements, accept payments, and reconnect service; or
8. when the Minnesota Public Utilities Commission offices are closed.

The Company may not discontinue service until the Company investigates whether the dwelling is actually occupied. At a minimum, the investigation must include one visit by the Company to the dwelling during normal working hours. If no contact is made and there is reason to believe that the dwelling is occupied, the Company must attempt a second contact during nonbusiness hours. If personal contact is made, the Company representative must provide notice required under subdivision 4 and, if the Company representative is not authorized to enter into a payment agreement, the telephone number the customer can call to establish a payment agreement.

The Company must reconnect service if, following disconnection, the dwelling is found to be occupied and the customer agrees to enter into a payment agreement or appeals to the Minnesota Public Utilities Commission because the customer and the Company are unable to agree on a payment agreement.

H. Disputes; Customer Appeals

The Company must provide the customer and any designated third party with a Minnesota Public Utilities Commission-approved written notice of the right to appeal:

1. a Company determination that the customer's household income is more than 50 percent of state median household income; or
2. when the Company and customer are unable to agree on the establishment or modification of a payment agreement.

A customer's appeal must be filed with the Minnesota Public Utilities Commission no later than seven working days after the customer's receipt of a personally served appeal notice, or within ten working days after the Company has deposited a first-class mail appeal notice.

Notwithstanding any other law, following an appeals decision adverse to the customer, the Company may not disconnect utility heating service for seven working days after the Company has personally served a disconnection notice, or for ten working days after the Company has deposited a first-class mail notice. The notice must contain, in easy-to-understand language, the date on or after which disconnection will occur, the reason for disconnection, and ways to avoid disconnection.

I. Customers Above 50 Percent of State Median Income

During the cold weather period, a customer whose household income is above 50 percent of state median income:

1. has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
2. may not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by a Company.

The second sentence in Section G does not apply to customers whose household income is above 50 percent of state median income.

J. Reporting

Annually on November 1, a Company must electronically file with the Minnesota Public Utilities Commission a report, in a format specified by the Minnesota Public Utilities Commission, specifying the number of Company heating service customers whose service is disconnected or remains disconnected for nonpayment as of October 1 and October 15. If customers remain disconnected on October 15, a Company must file a report each week between November 1 and the end of the cold weather period specifying:

1. the number of Company heating service customers that are or remain disconnected from service for nonpayment; and
2. the number of Company heating service customers that are reconnected to service each week. The Company may discontinue weekly reporting if the number of Company heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this Section and Minn. Stat. §216B.096 are presumed to be accurate upon submission and must be made available through the Minnesota Public Utilities Commission's electronic filing system.

K. Notice to Cities of Utilities Disconnections

Notwithstanding Minn. Stat. 13.685 or any other law or administrative rule to the contrary, upon written request from a city, on October 15 and November 1 of each year, or the next business day if that date falls on a Saturday or a Sunday, a report must be made available to the city of the address of properties currently disconnected and the date of disconnection, Upon written request from a city, between October 15 and April 15, daily reports must be made available of the address and date of any newly disconnected properties.

For the purpose of this subsection, 'disconnection' means a cessation of service initiated by the Company that affect the primary heat source of a residence and service is not reconnected within 24 hours.

5.4 Medical Emergencies

The Company shall reconnect or continue service to a customer's residence where a medical emergency exists, provided the Company receives:

1. written certification, or initial certification by telephone and written certification within five business days, from a medical doctor, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household; and
2. the customer's consent to a payment agreement for the amount in arrears.

Section 6 - Company's Rights

6.1 Waiver of Rights or Defaults

No delay by the Company in enforcing any of its rights may be deemed a waiver of such rights, nor may a waiver by the Company of any of a customer's defaults be deemed a waiver of any other or subsequent defaults.

6.2 Modification of Rates, Rules, and Regulations

The Company reserves the right, in any manner permitted by law, to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect.

VII. Customer Forms and Notices – Table of Contents

The Company's standard forms and notices are described below. Copies of the forms are shown on the following sheets in the order listed.

<u>Item</u>	<u>Page No.</u>
1. Standard Customer Application Form	30
2. Standard Customer Bill Form	31
3. Disconnection Notice Form	32

Paul Bunyan Natural Gas LLC
Walker Area System
Rate Book

Docket No. G7066/EX-21-693
Attachment D
Page 31 of 33

PAUL BUNYAN NATURAL GAS 314 MAIN ST NE, PO BOX 721 MAPLETON, MN 56065-0721 (507) 524-4103 Or Toll-Free 1-800-367-6964 Fax: (507) 524-4104 RESIDENTIAL APPLICATION FOR SERVICE <small>Any utility service provided prior to Paul Bunyan Natural Gas receipt of this application being completed and signed by all applicants is conditional and may be terminated without further notice five (5) business days after such service begins.</small>			
Applicant Information:			
Resident is:	<input type="checkbox"/> Owner	<input type="checkbox"/> Renter - Complete following: _____ (Landlord Name) _____ (Landlord Address) (Landlord Phone No.)	
Name(s) to appear on service bill	_____ (Your Last Name)	_____ (Your First Name)	_____ (Your M.I.) (Social Security Number)
	_____ (Spouse/Roommate Last Name)	_____ (Spouse/Roommate First Name)	_____ (Spouse/Roommate M.I.) (Social Security Number)
Address at which service is requested	_____ (City) (State) (Zip)		
Mailing address if different than service	_____ (City) (State) (Zip)		
Telephone Number	_____ Cell Number _____		
E-mail address:	_____		
Reference:			
Previous Energy Suppliers:			
Gas/Heating Fuel	_____		
Electric	_____		
Employment:			
Your Employer:	_____ How Long _____		
Employer Address:	_____ Phone _____		
Spouse/Roommate Employer:	_____ How Long _____		
Employer Address:	_____ Phone _____		
Second Party Billing:			
Is there any person other than the resident who will be responsible for payment of utility charges? Yes or No			
If Yes,	_____ (Name) (Address) (Telephone)		
Agreement & Signatures:			
<p>I accept responsibility for payment of all bills for gas supplied and services rendered to the above premises. I agree not to change or repair, in any manner, any part of the gas delivery system without approval and inspection by Paul Bunyan Natural Gas. I agree to exercise and observe due caution in the use of this gas, for the protection of life, prevention of personal or public injury, and damage or destruction of property. I also agree to immediately notify Paul Bunyan Natural Gas, of any malfunctions of the gas delivery equipment that I observe at this address.</p> <p>I understand that a finance charge of 18% A.P.R. will be charged to all balances which are unpaid by the due date. I agree to pay such finance charges plus pay reasonable collection cost of up to an additional 40% of balance owing on date account is turned over to a collection agency, should I not pay the account within the 30 days allowed. This collection policy appears on and applies to all of our sales agreements and invoices. I certify that I have read and understand the policies listed above and that the information supplied is true. I hereby authorize Paul Bunyan Natural Gas to contact any of the above references.</p>			
_____ (Applicant Signature)		_____ (Co-Applicant Signature)	
_____ (Today's Date)			

Paul Bunyan Natural Gas LLC
Walker Area System
Rate Book

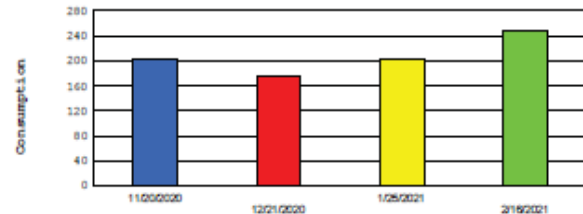
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PAUL BUNYAN NATURAL GAS
 PO BOX 721
 MAPLETON, MN 56065-0721
 Toll Free 800-367-6964 or 507-524-4103

Statement Date - 2/19/2021
 Account Number: 000000.00

CUSTOMER NAME
 & ADDRESS



Location: 215 TIANNA DR, WALKER		MeterNo: 24498653	Actual	Budget
Base Gas Charge-01		Basic Service Charge	\$0.00	
Current Reading on: MM/DD/YY of XXXX - Previous Reading on: MM/SS/YY of XXXX = XXXccf XXXX				
ccf x Pressure Factor of X.XXXX x BTU Factor of X.XXXXX = XXX therms @ X.XXXXX			\$0.00	
Purchased Gas-02				
XXXXccf x Pressure Factor of X.XXXX x BTU Factor of X.XXXX = XXX therms @ 0.0000			\$0.00	
TOTAL CURRENT MONTH BILLING			\$000.00	
PAST DUE BALANCE - PAYABLE UPON RECEIPT			\$000.00	
FINANCE CHARGES			\$0.00	
TOTAL BALANCE DUE			\$000.00	
PAYMENTS RECEIVED IN THE LAST 30 DAYS				
	DATE	AMOUNT	TYPE	CHECK NO COMMENT
WELCOME TO PAUL BUNYAN NATURAL GAS. VIEW YOUR BILL OR PAY ONLINE AT WWW.PBNATURALGAS.COM				

TO ASSURE PROPER CREDIT TO YOUR ACCOUNT - PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



- ☐ Check here and complete form on reverse side for Address Change Information
- ☐ Check here and complete form on reverse side for Automatic Payment Plan information



CUSTOMER NAME

DUE DATE: 3/12/2021

ACCOUNT NUMBER: 000000.00

TOTAL BALANCE DUE: \$0.00

AMOUNT ENCLOSED: \$

PAUL BUNYAN NATURAL GAS
 PO BOX 721
 MAPLETON, MN 56065-0721

* * * NOTICE OF PROPOSED DISCONNECTION OF GAS SERVICE* * *

Service Address:

CUSTOMER NAME
ADDRESS

Balance Due: \$35.67

CITY

STATE ZIP

MeterNo

Notice Date: OCTOBER 13th, 2021

Payment Due On or Before: OCTOBER 27th, 2021

As of today, we have not received full payment of past-due charges shown on your last bill. The total amount owing, including your current billing, is noted above. If you have paid the past due amount, please disregard this notice.

We must receive your payment in full on or before the due date listed above. If you cannot pay the full amount listed by the due date, you MUST contact our office and request protection under the MN Cold Weather Rule. This will involve several steps in setting up a payment arrangement. You are NOT protected by the MN Cold Weather Rule if you do not contact our office on or before the due date listed above and request protection. Our Customer Service Representatives will be more than happy to make a payment arrangement with you. If you do not pay in full or request Cold Weather Protection by the due date listed, we will disconnect your service on or after that date. If a service person is dispatched to disconnect your service and he collects payment, there will be a fee of \$25.00, plus applicable taxes.

If we disconnect your service, you will have to pay a reconnect fee of \$40.00, plus applicable taxes, and a possible security deposit, to have your service reconnected. If your account is past due three or more times in a 12-month period, we reserve the right to require a security deposit from you.

If your account is on Budget Billing, the Budget Amount Due is Listed. You need to pay this amount in full, by the due date listed. If we do not receive the full amount due, your account will be removed from Budget Billing and the Actual Balance is due in full.

Please call our office if you have questions. It is up to you, please act today!

PAUL BUNYAN NATURAL GAS
314 MAIN ST NE - PO BOX 721
MAPLETON, MN 56065-0721

507-524-4103 or 1-800-367-6964

cc Landlord



November 16, 2021

Via Electronic Filing

John Kundert
Minnesota Department of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101

Re: Docket 21-693, information requests 1-9

Dear Mr. Kundert:

Herein and enclosed, please find responses to information requests 1 through 9 on docket 21-693.

Request 1, Items 1-2: A copy of the tariff book is included with this response. Paul Bunyan Natural Gas (PBNG) does not discriminate between in-muni/out-muni customers; the tariff book applies equally to all.

Request 1, Item 3-7: PBNG's cold weather disconnection notice is included within the tariff book, and it was enclosed with the September 21, 2021 bills. We also include the notice with all new customer packets mailed. No customers have been disconnected for non-payment since service initiated, and thus no notices have been provided to the City.

Request 2: Emergency response is handled by employees of PBNG's owner/affiliated companies and billed to PBNG at cost. An emergency on-call rotation is maintained, and all calls to PBNG's 24/7 emergency number are routed to an on-call employee. Although PBNG has no employees based in Walker, these technicians are regularly in Walker for construction and routine maintenance, and are otherwise located within an hour's drive of Walker.

Requests 3-5: Since the market forces at work are vastly different than those affecting large natural gas utilities, PBNG does not set rates by the same methods as those large utilities. PBNG is currently charging the pro forma rates communicated to the City of Walker at the time the franchise was granted. Prior to construction, PBNG's owner companies evaluated the venture using a pro-forma cashflow model which calculated a capital recovery factor. Demand forecast and rates charged to customers were key inputs to this model. Demand forecast included expected numbers of customers in each rate class (determined through a driving survey of the town and surrounding area) and estimated usage by rate class (determined by reviewing typical historical usage observed for different rate classes on other systems operated by the owner companies). The customer rates in the cashflow model were selected based on what the owners expected the market to allow, influenced primarily by the local

propane market, with the goal of establishing rates low enough to provide a financial incentive for potential customers to convert to natural gas. Other inputs included estimated initial investment and ongoing operating costs. The calculated capital recovery factor was compared to the CRF required to achieve the owner companies' target rate of return. As the system grows, PBNG will review rates with the Walker City Council to identify adjustments that should be made to allow PBNG to continue providing low energy costs to customers while still earning a reasonable rate of return.

Request 6: The name, addresses and phone number noted in the information request are correct for the company; however, communications from the Public Utilities Commission and Department of Commerce should also be addressed to Rachel Sorrentino at 801 Twelve Oaks Center Dr, suite 815B, Wayzata, MN 55391 and rachel@nwgas.com. Rachel Sorrentino is the person responsible for this filing. The company does not have in-house counsel and does not retain the services of a specific attorney.

Request 7: Gas cost is the same across all customer classes; it's a pass-through cost that's determined by dividing the total cost of the purchased gas (FOB the custody transfer point) by the quantity (Dth) of gas delivered for that month.

Request 8: A sample monthly residential bill is included in the tariff book, and an example for each customer class is included with this response.

Request 9: PBNG does not maintain a log of customer complaints received; rather, we work directly with our customers to resolve any complaints as they arise. Some questions and complaints have come up since the system began operation, but all have been resolved. We do not know of any unresolved complaints.

Thank You,



Rachel Sorrentino
Paul Bunyan Natural Gas

CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

Minnesota Department of Commerce
Comments

Docket No. G6278, G6279, G6280/CI-18-770 and G7066/EX-21-693

Dated this 21st day of January 2022

/s/Sharon Ferguson

[illegible]

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_18-770_Official
Rachel	Sorrentino	rachel@nwgas.com	Northwest Gas	801 Twelve Oaks Center Dr Ste 815B Wayzata, MN 55391	Electronic Service	No	OFF_SL_18-770_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-693_EX-21-693
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_21-693_EX-21-693
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_21-693_EX-21-693
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-693_EX-21-693
Rachel	Sorrentino	rachel@nwgas.com	Northwest Gas	801 Twelve Oaks Center Dr Ste 815B Wayzata, MN 55391	Electronic Service	No	OFF_SL_21-693_EX-21-693