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September 15, 2022

Mr. Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

RE: Docket No. G999/CI-21-135

In the Matter of a Commission Investigation into the Impact of Severe Weather in February 2021 on Impacted Minnesota Natural Gas Utilities and Customers

Docket No. G004/M-21-235

In the Matter of the Petition by Great Plains Natural Gas Co. for Approval of Rule Variances to Recover High Natural Gas Costs from February

Great Plains Comments

Dear Mr. Seuffert:

Great Plains Natural Gas Co. ("Great Plains"), a Division of Montana-Dakota Utilities Co. (Montana-Dakota), herewith submits its Comments in response to the Minnesota Public Utilities Commission's ("Commission") August 23rd Notice of Comment Period (August 23 Notice). The Commission identified the following issue in the August 23 Notice: How should the utilities improve or modify its practices to protect ratepayers from extraordinary natural gas price spikes in the future? The topics open for comment are:

- Each impacted natural gas utility is required to review its gas contracting, purchasing, hedging, storage, peak-shaving, interruptible, customer communications, and other relevant practices and, by September 15, 2022, file a plan in its respective docket and in CI-21-135 on how it will improve or modify its practices to protect ratepayers from extraordinary natural gas price spikes in the future.
- As part of its plan, each utility shall identify the general timeframe in which it will implement the modifications, and, if the proposed change requires modification of tariff, proposed tariff language.
- The Utilities should also identify, in their filings:

- how integrated resource planning could facilitate ratepayer protection from price spikes; and
- any statutory or rule changes that could be implemented to protect ratepayers from future price spikes.
- Utilities should also provide an analysis of whether they considered filing a plan pursuant to Minn. Stat. § 216B.167 (Performance-Based Gas Purchasing Plan) and their analysis of why they are not using the statute if they have chosen not to proceed with such a plan.
- Utilities should also indicate how any proposed tariff, rule, or statutory changes are consistent with the Natural Gas Innovation Act (Minn. Stat. §§ 216B.2427 and 216B.2428).

JOINT FILING

Contemporaneous with this filing, CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota, Northern States Power Company, a Minnesota corporation (“Xcel Energy”), Minnesota Energy Resources Corporation (“MERC”), and Great Plains (collectively the “Gas Utilities”) are separately submitting a joint filing in response to the August 23 Notice.

The Gas Utilities’ joint filing will narrowly focus on a proposed trigger that could be implemented upon Commission approval to provide for price based economic supply decisions, statutory or rule changes that could be implemented to protect customers from future price spikes, and the history of utility performance-based gas purchasing plan filings under Minn. Stat. § 216B.167.

GREAT PLAINS UTILITY-SPECIFIC RESPONSES

Great Plains’ Gas Supply personnel performs an extensive review and analyses of gas procurement and contracting practices before each heating season to ensure Great Plains’ customers receive the most reliable and economical supply of natural gas to heat their homes and run their businesses. The lowest cost of gas is important for many reasons, including keeping natural gas affordable to customers, allowing businesses in Great Plains’ service territory to prosper, and ensuring Great Plains’ cost of gas is competitive with other energy sources. With that in mind, Great Plains makes changes each year based on the lessons learned from prior heating seasons and predicted challenges for upcoming heating seasons. Gas Supply’s annual proposal is presented to an internal oversight committee for review and approval.

For example, for the 2022-2023 heating season, Great Plains intends to leverage its transportation capacity, for both base and swing Supplies, on Viking Gas Transmission (VGT) to take advantage of the current Canadian to U.S. price differential and reducing its purchases on Northern Natural Gas (NNG). This pricing differential may or may not continue beyond the upcoming heating season, which is why Great Plains’ annual evaluation occurs.

In addition to the items addressed in the joint filing, Great Plains now fully addresses items identified in the August 23 Notice that are specific to Great Plains as follows:

Review of Practices

Gas Supply Planning Generally

The primary objective of Great Plains' gas supply planning is to ensure the reliable delivery of natural gas supply to Great Plains' 24,200 retail customers, of which approximately 21,900 reside in Minnesota, at the lowest possible cost. To mitigate risks associated with supply interruption or loss, Great Plains diversifies its gas supply portfolio geographically, to the extent possible, to prevent against regional loss of gas supplies and contracts with proven suppliers who have demonstrated reliable performance. To mitigate price risk, Great Plains contracts for gas at regionally diverse pricing hubs, utilizes a mix of pricing options, contracts for supply with multiple natural gas suppliers, and supplements its contracted natural gas supply with storage.

Prior to each winter heating season, Great Plains issues a request for proposals ("RFP") from natural gas suppliers for its winter base natural gas supply and swing gas supply. Supplier offers from the RFP process are evaluated based on pricing, term, quantity, supply source diversity, and supplier diversity to determine the most reliable and cost-effective portfolio of supply. Great Plains will often seek certain products from suppliers through its RFP process, but will not always receive offers for the products Great Plains wishes to secure.

At the end of the RFP process, Great Plains typically has four types of supply within its supply portfolio: (1) Base Supply, (2) Storage, (3) Swing Supply and (4) Day Gas. Base Supply is a fixed quantity of gas that is transacted each day throughout the term of the agreement and the contracted volume may vary from month-to-month, but not day-to-day like day gas and swing supply. Storage is natural gas that Great Plains has delivered into its storage account, typically during the summer, for use during the winter season. Prior to the 2020-2021 heating season, Great Plains targeted 75% of its supply to be derived from Base Supply and Storage.

Changes Implemented

Based on its experience during the 2021 February Market Event, Great Plains promptly undertook a review of its gas contracting and purchasing practices, including storage, and highlights the improvements and modifications to its practices since February 2021 that are intended to mitigate customers' exposure to extraordinary natural gas price spikes in the future.

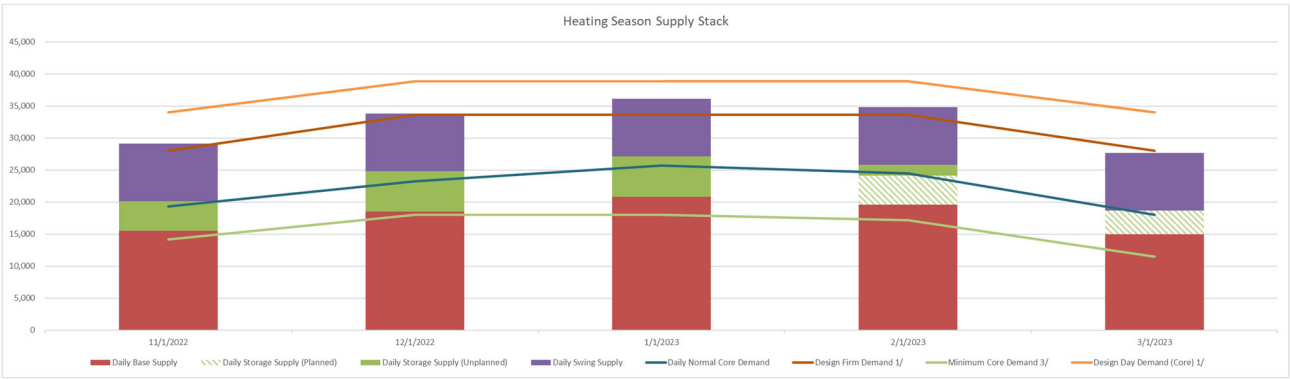
Great Plains increased its peak winter-month Base Supply during the 2021-2022 Heating Season (November through March) and plans to purchase Base Supply at a rate of 80% of normalized core demand during the 2022-2023 Heating Season. As noted above, prior to the extraordinary prices experienced during Winter Storm Uri, Great Plains targeted Base

Supply of approximately 50%-60%, with available storage providing an additional supply of 10-20%. These changes reduce Great Plains' exposure to spot or daily gas prices, which can be more volatile.

With respect to storage, historically, Great Plains planned to uniformly withdraw storage each day during the months of December through February, reserving an appropriate remainder storage balance for use in March and April. This is because storage's primary use is an operations tool to maintain service to customers in the event of unexpected changes in demand or a sudden loss of supply and a sudden increase of storage withdrawal can only be done if the Company has scheduled less than its daily withdrawal maximum.

During the 2021-2022 Heating Season, however, Great Plains shifted to using storage more as a price mitigation tool and did not prescriptively withdraw storage during the earlier winter months on a set schedule where demand is typically lower and instead preserved its storage levels for use during the colder winter months where demand increases and prices are often higher.

This change in practice kept storage in reserve and preserved maximum daily withdrawal capacity until such a time when operational integrity, price, or storage cycling planning dictated withdrawal. It was necessary for Great Plains to begin withdrawing gas from storage in late January to cycle all gas from storage by the end of April in accordance with withdrawal requirements on NNG's system. Great Plains will continue the practice of minimizing storage use in earlier winter months such that the maximum amount of storage is available during later winter months during the 2022-2023 Heating Season. The table below shows the Company's supply stack for the 2022-2023 Heating Season.



This strategy of increasing Base Supply and upward storage flexibility has reduced exposure to the Day/Spot markets. At the same time, this strategy of providing additional "insurance" against exposure to extreme price spikes has resulted in potential risks that may result in higher costs to customers over time; however, the Company believes these modifications to its practices will protect ratepayers from extraordinary natural gas price spikes in the future.

Great Plains notes that this portfolio design presents certain challenges and risks that must be acknowledged. If core demand reaches levels below 80% of normal, Great Plains may be required to sell gas back to the market to properly manage operational balancing agreements

(OBAs). Scheduling in such circumstances will become challenging in these warmer than normal circumstances.

Financial Hedging

At this time, Great Plains has not identified a cost-effective financial hedging strategy that will effectively mitigate exposure to spot market or daily index prices. Rather, the above described purchasing practices constitute physical hedges that will reduce the Company's exposure to spot market or daily index prices.

Peak Shaving

Finally, while Great Plains does not currently have peak-shaving facilities, it has considered whether peaking facilities could serve as a replacement for transportation capacity or be used for price mitigation. Compared to other utilities, Great Plains' relatively small and remote communities make peak shaving facilities an inefficient use of capital. To ensure productive use of capital, the ideal location for peak shaving facilities resides in more densely populated areas where dollars spent on facilities can benefit a larger number of customers. In the past, Great Plains did have peak-shaving facilities that were built and used to supplement the capacity requirements necessary to service firm customers. These facilities were retired about a decade ago due to the age and condition of these facilities and increasing operating costs. In addition, operational concerns limited the number of times the facilities were used. An economic analysis which supported the Company's decision to retire those peak-shaving facilities was completed and provided to the Commission in the request for authority to retire these facilities.

Customer Communications and Interruptions

Economic Curtailment

As presented in the Gas Utilities' joint filing, a proposed uniform economic trigger has been developed that can be reflected in each Gas Utility's interruptible tariffs to incorporate economic curtailment of customer usage should the trigger occur. Tariff changes are necessary as Great Plains' current tariffs do not specifically address economic curtailments and customers have not been informed as to what constitutes an economic curtailment. Great Plains has attached, for Commission approval, proposed revisions to its interruptible tariffs as Exhibit 1 as well as tariffs reflecting the proposed changes to allow Great Plains to economically curtail interruptible customers in certain situations.

Upon Commission approval, Great Plains will communicate economic curtailments according to the Terms and Conditions, Priority of Service as fully described in Section No. 6, Original Sheet No. 6-24. The level of curtailment is expected to approximately match the level of spot and swing gas purchases that were avoided. Great Plains does not have experience with customer compliance related to economic curtailments as it has not exercised that option in the past so will have to monitor customer actions and may find it necessary to implement further changes to its tariffs.

Customer Communications

Communications to the Company's firm customers regarding curtailment of their usage during economic pricing events has been discussed; however, a comprehensive plan that will provide tangible benefits has not yet been developed. At this time, based on the Company's planned purchasing and contracting procedures for the upcoming 2022-2023 Heating Season, Great Plains' only exposure to daily price spikes is the quantity of gas between Base Supply and the days' firm demand. Upon determination that a pricing event has materialized, Great Plains will increase storage reducing that exposure by the full storage deployment quantity. Great Plains may opt to appeal to firm customers to reduce their natural gas usage during a pricing event; however, Great Plains cannot quantify the benefit of such appeals and ultimately must purchase sufficient gas to meet the expected needs of its customers. Thus, while individual customers may or may not reduce their gas consumption based on conservation appeals, Great Plains must ultimately purchase the amount of gas assuming such appeals go unheeded.

Finally, Great Plains notes that its interconnected gas system includes the town of Wahpeton, North Dakota. A relatively significant portion of the Company's interruptible customers, including those with a significant portion of interruptible volumes, are located in Wahpeton. Great Plains' North Dakota tariff does not specifically address economic curtailments; therefore, economic curtailment of the Company's North Dakota interruptible customers is not currently an option.

Time Frame

The August 23 Notice required each gas utility to identify the general timeframe in which it will implement the modifications and, if the proposed change requires tariff modifications, proposed tariff language. As described above, Great Plains made modifications to its gas purchasing and storage plans during the 2021-2022 Heating Season and plans to make further modifications during the 2022-2023 Heating Season. Such changes do not require tariff changes. As noted above, proposed modifications to the Company's tariffs to establish the terms and conditions under which Great Plains may curtail interruptible customers have been included herein for Commission approval with the intention of having those modifications in place for the 2022-2023 Heating Season.

Integrated Resource Planning

High natural gas prices are a result of a market supply and demand imbalance. Natural gas prices will increase (or decrease) until equilibrium in the market is achieved. In the case of extraordinarily high pricing, natural gas prices continue to rise until demand is removed from the market to balance with available natural gas supply. The most effective way to protect customers from exposure to extraordinary pricing is to employ options which reduce natural gas demand (e.g. curtailment) and/or supplement market supply (e.g. storage gas). These considerations are factored into Great Plains' gas supply planning, which is similar to Integrated Resource Planning (IRP).

An IRP involves the evaluation of supply options and contracts, similar to what Great Plains currently does on a seasonal and monthly basis, to determine the most cost-effective mix of supply options, contracts and locations to satisfy customer demand. Resource Planning includes the evaluation of the optimal level of base supply purchases to minimize costs to its customers. Resource Planning also optimizes storage utilization based on forecasted pricing and weather expectations to minimize customer gas costs. With that said, while an IRP has the potential to mitigate customer exposure to extraordinarily high gas costs through an economic evaluation of demand side management programs designed to narrow the gap between normal demand and peak day demand. Theoretically, narrowing of the gap would reduce, but likely not eliminate, the amount of spot gas or swing gas Great Plains would need to purchase above its monthly base supply but would not affect extraordinary pricing. Again, extraordinary pricing is a function of the natural gas market as described above. Actions outside of those already discussed would likely not be evaluated in an IRP so a certain level of risk may always be present.

Lastly, implementing a formal integrated resource planning process would likely result in a significant investment of time and resources for all stakeholders, including the Commission, the Department of Commerce, the gas utilities and other interested parties with uncertain benefits. To ensure customers are getting the benefit of an IRP, the timeliness of the process must be prioritized so that Commission's approval occurs prior to the heating season – unless such plans are filed as informational filings. Given the current workload and compressed timeframe required, an effective IRP process may be difficult to achieve.

Performance-Based Gas Purchasing Plan

Great Plains has not submitted a performance-based gas purchasing plan for Commission consideration and approval under the above referenced statute. Great Plains was purchased by MDU Resources Group, Inc. in 2000, subsequent to the adoption of the authorizing statute. At that time, Great Plains did not avail itself of the statute. Great Plains did not research the opportunity to employ a performance-based gas purchasing plan and was not aware of the statute. Further, as indicated in the Gas Utilities' joint filing, no gas utility has implemented such a plan since the late 1990s.

Given Great Plains' size, the Company usually looks to other Minnesota gas utilities' activities to see if their experience could provide a useful model to use. In this case, Great Plains was unaware of any other utilities availing themselves of a performance-based gas purchasing plan and, therefore, did not explore further.

Great Plains' gas supply procurement objective has been, and continues to be, to obtain the lowest cost of gas for its natural gas customers. Adding a performance-based incentive would not change that objective but it would create challenges in finding performance metrics to which all parties would agree given the fact that the price of gas is dictated by a national marketplace. In addition, since Great Plains competes with other fuel sources, it has every incentive to keep gas costs (which make up nearly 75% of a customers' average monthly bill)

as low as reasonably possible without the need for a performance-based gas purchasing plan that does not have an established track-record in Minnesota.

Natural Gas Innovation Act

In its Notice, the Commission stated that utilities should also indicate how any proposed tariff, rule, or statutory changes are consistent with the Natural Gas Innovation Act (NGIA). As noted in the Gas Utilities joint filing, other than the utilities commitment to continue to pursue a sales tax exemption for the February Market Event surcharge for residential heating customers, no statutory or rule changes have been identified by the utilities. With respect to Great Plains' proposed Tariff changes to implement economic curtailment, such changes do not implicate the NGIA.

Conclusion

Great Plains appreciates the Commission's consideration of these comments and looks forward to continuing this important dialogue. If you have any questions regarding this filing, please contact me at (701) 222-7855 or Brian M. Meloy at (612) 335-1451.

Sincerely,

/s/ Travis R. Jacobson

Travis R. Jacobson
Director of Regulatory Affairs

cc: Brian Meloy
Service List

EXHIBIT 1

PROPOSED TARIFFS



GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

1st Revised Sheet No. 5-30

Canceling Original Sheet No. 5-30

SMALL INTERRUPTIBLE GAS SALES SERVICE Rate 71

Gas Utility Infrastructure Cost Adjustment:

Bills are subject to the currently effective Gas Utility Infrastructure Cost Adjustment charge as provided in the Gas Utility Infrastructure Cost Adjustment Tariff, (Sheet No. 5-130).

Measurement Unit for Billing Purposes:

Customer's metered consumption will be adjusted to reflect decatherms in accordance with the General Terms and Conditions, Section 6, Paragraph V.12.

Late Payment Charge:

If the unpaid balance is in excess of \$10.00, a late payment charge of 1.5% of the unpaid balance or \$1.00, whichever is greater, shall be added to the unpaid balance if the bill is not paid within 22 days of the current billing date. No late payment charge will be assessed if the unpaid balance is \$10.00 or less.

Conditions of Service:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or interrupt such service, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of General Terms and Conditions, Section 6, Paragraph V.17.
2. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

1st Revised Sheet No. 5-34

Canceling Original Sheet No. 5-34

INTERRUPTIBLE GRAIN DRYING GAS SALES SERVICE RATE 73

Measurement Unit for Billing Purposes:

Customer's metered consumption will be adjusted to reflect dekatherms in accordance with the General Terms and Conditions, Section 6, Paragraph V.12.

Late Payment Charge:

If the unpaid balance is in excess of \$10.00, a late payment charge of 1.5% of the unpaid balance or \$1.00, whichever is greater, shall be added to the unpaid balance if the bill is not paid within 22 days of the current billing date. No late payment charge will be assessed if the unpaid balance is \$10.00 or less.

Conditions of Service:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or interrupt such service, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of General Terms and Conditions, Section 6, Paragraph V.17.
2. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. **AGREEMENT** – Customer will be required to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

1st Revised Sheet No. 5-50

Canceling Original Sheet No. 5-50

LARGE INTERRUPTIBLE GAS SALES SERVICE Rate 85

Conditions of Service:

1. **PRIORITY OF SERVICE** – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or to interrupt whenever, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of the General Terms and Conditions, Section 6, Paragraph V.17.
2. **PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT** – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any penalty payment(s) or overrun charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. **AGREEMENT** – Customer will be required to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the agreement shall continue for additional terms of equal length until written notice is given, as provided herein, prior to the end of any subsequent term. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. **OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS** – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

1st Revised Sheet No. 5-51

Canceling Original Sheet No. 5-51

LARGE INTERRUPTIBLE GAS SALES SERVICE Rate 85

of penalties to the customer equal to any charges Company must pay to the interconnecting pipeline caused by customer's action.

5. **METERING REQUIREMENTS** – Remote data acquisition equipment (telemetry equipment) if required for daily measurement will be installed by the Company, prior to the initiation of service hereunder.

The cost of the equipment and its installation shall be paid for by the customer. Such contribution in aid, as adjusted for federal and state income taxes, must be paid prior to the installation of such equipment unless otherwise agreed to by the Company. Such equipment will be maintained by the Company and will remain the sole property of the Company. Company may remove such equipment when service hereunder is terminated.

The customer shall be required to provide and maintain, at no cost to the Company the following: A 120 volt, 15 ampere, AC power supply; and an acceptable telephone service available at customer's meter location(s). The services listed above shall be continuous, accessible to the Company, and be provided by the Customer at no cost to the Company.

Enhancements and/or modifications to these services may require to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the customer's responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.

Consultation between the customer and the Company regarding telemetry requirements shall occur prior to execution of the required service agreement. The telemetry requirement will be determined at the sole discretion of the Company based on customer requirements and location.

The Company reserves the right to charge for each service call to investigate, repair, reprogram, or reinstall the Company's telemetry equipment when the service call is the result of a failure or change in communication or power source services described above or damage to Company's equipment.

General Terms and Conditions:

The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

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GREAT PLAINS NATURAL GAS CO.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-24

Canceling Original Sheet No. 6-24

GENERAL Terms and Conditions

- (d) Priority 4 – Large interruptible transportation services at less than the maximum rate from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
- (e) Priority 5 – Interruptible grain drying sales services.

Company shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Company system.

Company reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Company will reinstate sales and/or transportation of gas according to each customer's original priority.

The Company will adhere to the above schedule, as it pertains to the Company's sales rate schedules, when an interruption of service is necessary due to an economic event. An economic event is triggered when:

The prior gas day (or multiple days in the case of weekends and holidays) settled Gas Daily daily index price at Demarc, Ventura, Emerson, or Chicago-Mid:

- (a) is greater than or equal to \$50.00 per dk; and
- (b) is greater than or equal to five times the weighted average cost of gas forecast for the month at issue in Great Plains' filed PGA for that month.

- 18. RETURNED CHECK CHARGE – A charge of \$18.25 will be collected by the Company for each check charged back to the Company by a bank.
- 19. TAX CLAUSE – To the total monthly bill computed as provided under the Customer General Terms and Conditions, Company shall have the right to add all or any part of the amount by which the cost to Company of the natural gas delivered to the Customer is increased in any month by any new or additional excise tax levied. The term "excise tax" wherever used in these schedules shall mean any occupation, production, severance, transportation,

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-25

Canceling Original Sheet No. 6-25

GENERAL Terms and Conditions

pipeline, footage, sales, or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon or in respect to the production severance, transportation, or sale of natural gas sold by Company to the Customer whether under direct imposition or pursuant to the terms of any present or future contract.

20. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company's Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.
21. DISCONNECTION OF SERVICE – With notice the Company may disconnect service for any of the following reasons:
 - (1) For non-payment of a service bill, but only when the amount of the customer's outstanding bill equals or exceeds the amount of the customer's deposit.
 - (2) For failure to make proper application for service.
 - (3) For violations of any of the Company's rules on file with the Public Utilities Commission.
 - (4) For failure to meet a deposit or credit requirement.
 - (5) For failure to provide the Company reasonable access to its equipment and property.
 - (6) For breach of contract for service between the Company and the customer.
 - (7) For failure to furnish such service, equipment and/or rights of way necessary to serve the customer as have been specified by the Company as a condition of obtaining service.
 - (8) When determined by the Commission as prescribed by relevant state or other applicable standards or after individual hearing upon application of any person that customer is willfully wasting service through improper equipment.
 - (9) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-26

Canceling Original Sheet No. 6-26

GENERAL Terms and Conditions

The Company shall reconnect or continue service to a customer's residence where a medical emergency exists provided that the Company receives from a medical doctor written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household. The customer must enter into a payment agreement.

Without notice the Company may disconnect service for any of the following reasons:

- (1) In the event of an unauthorized use of or tampering with the utility equipment.
- (2) In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utility's equipment, or to the public.

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

22. RECONNECTION OF SERVICE –

- (a) In the event service has been disconnected because the Customer could not pay the bill or meet deposit or credit requirements, the Customer shall pay a reconnection fee of forty five (\$45.00) dollars in addition to making a settlement satisfactory to the Company of the outstanding bill, before service is restored. The Customer will not be required to pay a reconnection fee when the disconnection was because of a condition determined to be hazardous to the Customer, other Customers of the Company, to the Company's equipment, or to the public.

Reconnection of service shall be done in accordance with Minnesota Rules 7820.2600.

- (b) A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee as follows:

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-27

Canceling Original Sheet No. 6-27

GENERAL Terms and Conditions

Residential – The Basic Service Charge applicable during the period while service was not being used or a minimum of \$45.00. The minimum will be based on standard overtime rates for reconnection of service after normal business hours.

Non- Residential – The Basic Service Charge applicable during the period while service was not being used. However, the reconnection charge applicable to seasonal business concerns such as irrigation, grain drying and asphalt processing shall be the Basic Service Charge applicable during the period while service was not being used less the Distribution Charge revenue collected during the period in-service. A minimum of \$45.00 will apply to reconnections occurring during normal business hours. The minimum will be based on standard overtime rates for reconnection of service occurring after normal business hours.

- (c) Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge of \$160.00 whenever reinstallation of the required electronic measurement equipment is necessary.

23. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company.

Unauthorized service is also defined as reconnection of service that has been terminated, without the Company's consent.

- (a) Examples of unauthorized use of service include the following, but are not limited to:
- (1) Bypass piping around meter.
 - (2) Bypass piping installed in place of meter.
 - (3) Meter reversed.
 - (4) Meter index disengaged or removed.
 - (5) Service or equipment tampered with or piping connected ahead of meter.
 - (6) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-28

Canceling Original Sheet No. 6-28

GENERAL Terms and Conditions

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

Customer service so disconnected shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid all charges as hereinafter set forth in this procedure.

 - (1) All delinquent bills, if any.
 - (2) The amount of any Company revenue loss attributable to said tampering.

Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in paragraph 23(b) above.
 - (4) Reconnection fee applicable.
 - (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.
24. CUSTOMER COMPLAINTS – The Company shall establish procedures whereby qualified personnel shall be available during regular business hours to receive and, if possible, resolve all customer inquiries, requests, and complaints.
- If any complaint cannot be promptly resolved, the Company shall contact the customer within five (5) business days and at least once every fourteen (14) calendar days thereafter, and advise the customer regarding the status of its investigation until: the complaint is mutually resolved; or the Company

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

2nd Revised Sheet No. 6-29

Canceling 1st Revised Sheet No. 6-29

GENERAL Terms and Conditions

advises the customer of the results of its investigation and final disposition of the matter; or the customer files a written complaint with the Public Utilities Commission or the courts.

When the Public Utilities Commission forwards a customer complaint to the Company, the Company shall notify the Commission within ten (10) business days regarding the status or disposition of the complaint.

Customer complaints shall be handled in compliance to procedures contained in Minnesota Rule 7820.0300.

25. 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.

Customer disputes shall be handled in compliance to procedures contained in Minnesota Rule 7820.2700.

26. BALANCED BILLING PROGRAM – All residential and commercial customers receiving natural gas under the Residential or Firm Gas Service rate schedules are eligible to enter into a Balanced Billing Plan. This option allows customers to be billed monthly based on a twelve-month rolling average of gas consumed multiplied by the currently effective rate for the month. Monthly bills will change minimally as fluctuations in consumption levels and natural gas prices occur throughout the year.

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-30

Canceling Original Sheet No. 6-30

GENERAL Terms and Conditions

27. COLD WEATHER RULE – Applicable to residential customers

(a) DEFINITIONS:

- (1) Cold weather period – the period beginning October 1 and continuing through April 30 of the following year.
- (2) Customer – a residential customer of a utility.
- (3) Disconnection – 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.
- (4) Household income – 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.
- (5) Reasonably timely payment – payment posted within five working days of agreed-upon due dates.
- (6) Reconnection – the restoration of utility heating service after it has been disconnected.
- (7) Summary of rights and responsibilities – a notice approved by the Minnesota Public Utilities Commission (Commission) that contains, at a minimum, the following:
 - i. An explanation of the provisions of Minn. Stat. §216B.096, subd. 5 (cold weather rule);
 - ii. An explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - iii. A third party notice;
 - iv. Ways to avoid disconnection;
 - v. Information regarding payment agreements;
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
 - vi. A list of names and telephone numbers for county and local energy assistance and weatherization providers in each county served by the Company.
- (8) Third-party notice – a Commission-approved notice containing, at a minimum the following information:

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2nd Revised Sheet No. 6-31

Canceling 1st Revised Sheet No. 6-31

GENERAL Terms and Conditions

- i. A statement that the Company will send a copy of any future notice of proposed disconnection of utility heating service to a third party designated by the residential customer;
 - ii. Instructions on how to request this service; and
 - iii. 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.
- (9) Utility – Great Plains Natural Gas Co. (Company)
- (10) Utility heating service – natural gas or electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the customer's primary residence.
- (11) Working days – 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.
- (b) COMPANY OBLIGATIONS BEFORE COLD WEATHER PERIOD:
Each year between August 15 and October 1, the Company 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.
- (c) NOTICE BEFORE DISCONNECTION DURING COLD WEATHER PERIOD:
Before disconnecting utility heating service during the cold weather period, the Company must provide, personally or by first class mail, a 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.
- (d) COLD WEATHER RULE: During the cold weather period, the Company 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 Company that is based on the financial resources and circumstances of the household, provided that, the Company may not require a customer to pay more than 10 percent of the household income toward current and past utility bills for utility heating service.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

1st Revised Sheet No. 6-32

Canceling Original Sheet No. 6-32

GENERAL Terms and Conditions

The Company 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 Company.

The Company 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.

(e) 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:
 - i. The most recent income tax return filed by members of the customer's household;
 - ii. 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.
 - iii. 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;

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PROPOSED TARIFFS REFLECTING CHANGES



GREAT PLAINS NATURAL GAS CO.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

~~Original~~ 1st Revised Sheet No. 5-30

~~Canceling Original Sheet No. 5-30~~

SMALL INTERRUPTIBLE GAS SALES SERVICE Rate 71

Gas Utility Infrastructure Cost Adjustment:

Bills are subject to the currently effective Gas Utility Infrastructure Cost Adjustment charge as provided in the Gas Utility Infrastructure Cost Adjustment Tariff, (Sheet No. 5-130).

Measurement Unit for Billing Purposes:

Customer's metered consumption will be adjusted to reflect decatherms in accordance with the General Terms and Conditions, Section 6, Paragraph V.12.

Late Payment Charge:

If the unpaid balance is in excess of \$10.00, a late payment charge of 1.5% of the unpaid balance or \$1.00, whichever is greater, shall be added to the unpaid balance if the bill is not paid within 22 days of the current billing date. No late payment charge will be assessed if the unpaid balance is \$10.00 or less.

Conditions of Service:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or interrupt such service, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of General Terms and Conditions, Section 6, Paragraph V.17.
2. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.

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GREAT PLAINS NATURAL GAS CO.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

~~Original~~ 1st Revised Sheet No. 5-34

~~Canceling Original Sheet No. 5-34~~

INTERRUPTIBLE GRAIN DRYING GAS SALES SERVICE RATE 73

Measurement Unit for Billing Purposes:

Customer's metered consumption will be adjusted to reflect dekatherms in accordance with the General Terms and Conditions, Section 6, Paragraph V.12.

Late Payment Charge:

If the unpaid balance is in excess of \$10.00, a late payment charge of 1.5% of the unpaid balance or \$1.00, whichever is greater, shall be added to the unpaid balance if the bill is not paid within 22 days of the current billing date. No late payment charge will be assessed if the unpaid balance is \$10.00 or less.

Conditions of Service:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or interrupt such service, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of General Terms and Conditions, Section 6, Paragraph V.17.
2. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. AGREEMENT – Customer will be required to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

Original 1st Revised Sheet No. 5-50

Canceling Original Sheet No. 5-50

LARGE INTERRUPTIBLE GAS SALES SERVICE Rate 85

Conditions of Service:

1. PRIORITY OF SERVICE – Deliveries of gas under this schedule shall be subject at all times to the prior demands of customers served on the Company's firm gas service rates. Customers taking service hereunder agree that the Company, without prior notice, shall have the right to curtail or to interrupt whenever, in Company's sole judgment, it may be necessary to do so to protect the interest of its customers whose capacity requirements are otherwise and hereby given preference or where an economic event may be evident as defined in General Terms and Conditions, Section 6, Paragraph V.17. The priority of service and allocation of capacity shall be accomplished in accordance with the provisions of the General Terms and Conditions, Section 6, Paragraph V.17.
2. PENALTY FOR FAILURE TO CURTAIL OR INTERRUPT – If customer fails to curtail or interrupt their use of gas hereunder when requested to do so by the Company, any gas taken shall be billed at the charges applicable under Firm General Gas Service Rate 70 (excluding the Basic Service Charge), plus either an amount equal to any penalty payment(s) or overrun charges the Company is required to pay to interconnecting pipeline(s) under the terms of its contract(s) as a result of such failure to curtail or interrupt, or \$50.00 per dk of gas used in excess of the volume of gas to which customer was requested to curtail or interrupt, whichever amount is greater. The Company, in its discretion, may shut off customer's supply of gas in the event of customer's failure to curtail or interrupt use of gas when requested to do so by the Company.
3. AGREEMENT – Customer will be required to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the agreement shall continue for additional terms of equal length until written notice is given, as provided herein, prior to the end of any subsequent term. Upon expiration of service, the customer may apply for and receive, at the sole discretion of the Company, gas service under this rate or another appropriate rate schedule for the customer's operations.
4. OBLIGATION TO NOTIFY COMPANY OF CHANGE IN DAILY OPERATIONS – Customer will be required as specified in the service agreement to notify Company of an anticipated change in daily operations. Failure to comply with requirements specified in the service agreement may result in the assessment

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5

~~Original~~ 1st Revised Sheet No. 5-50

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LARGE INTERRUPTIBLE GAS SALES SERVICE Rate 85

of penalties to the customer equal to any charges Company must pay to the interconnecting pipeline caused by customer's action.

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Section No. 5

Original 1st Revised Sheet No. 5-51

Canceling Original Sheet No. 5-51

LARGE INTERRUPTIBLE GAS SALES SERVICE Rate 85

5. METERING REQUIREMENTS – Remote data acquisition equipment (telemetering equipment) if required for daily measurement will be installed by the Company, prior to the initiation of service hereunder.

The cost of the equipment and its installation shall be paid for by the customer. Such contribution in aid, as adjusted for federal and state income taxes, must be paid prior to the installation of such equipment unless otherwise agreed to by the Company. Such equipment will be maintained by the Company and will remain the sole property of the Company. Company may remove such equipment when service hereunder is terminated.

The customer shall be required to provide and maintain, at no cost to the Company the following: A 120 volt, 15 ampere, AC power supply; and an acceptable telephone service available at customer's meter location(s). The services listed above shall be continuous, accessible to the Company, and be provided by the Customer at no cost to the Company.

Enhancements and/or modifications to these services maybe require to ensure equipment functionality. Such enhancements or modifications shall be completed at the direction of the Company with all associated costs the customer's responsibility. Any interruption in such services must be promptly remedied or service under this tariff will be suspended until satisfactory corrections have been made.

Consultation between the customer and the Company regarding telemetering requirements shall occur prior to execution of the required service agreement. The telemetering requirement will be determined at the sole discretion of the Company based on customer requirements and location.

The Company reserves the right to charge for each service call to investigate, repair, reprogram, or reinstall the Company's telemetering equipment when the service call is the result of a failure or change in communication or power source services described above or damage to Company's equipment.

General Terms and Conditions:

The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

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Section No. 6

~~Original-1st~~ Revised Sheet No. 6-24

~~Canceled Original Sheet No. 6-24~~

GENERAL Terms and Conditions

- (d) Priority 4 – Large interruptible transportation services at less than the maximum rate from the highest rate to the lowest rate and on a pro rata basis where equal rates are applicable among customers.
- (e) Priority 5 – Interruptible grain drying sales services.

Company shall have the right, in its sole discretion, to deviate from the above schedule when necessary for system operational reasons and if following the above schedule would cause an interruption in service to a customer who is not contributing to an operational problem on Company system.

Company reserves the right to provide service to customers with lower priority while service to higher priority customers is being curtailed due to restrictions at a given delivery or receipt point. When such restrictions are eliminated, Company will reinstate sales and/or transportation of gas according to each customer's original priority.

The Company will adhere to the above schedule, as it pertains to the Company's sales rate schedules, when an interruption of service is necessary due to an economic event. An economic event is triggered when:

The prior gas day (or multiple days in the case of weekends and holidays) settled Gas Daily daily index price at Demarc, Ventura, Emerson, or Chicago-Mid:

- (a) is greater than or equal to \$50.00 per dk; and
- (b) is greater than or equal to five times the weighted average cost of gas forecast for the month at issue in Great Plains' filed PGA for that month.

- 18. RETURNED CHECK CHARGE – A charge of \$18.25 will be collected by the Company for each check charged back to the Company by a bank.
- 19. TAX CLAUSE – To the total monthly bill computed as provided under the Customer General Terms and Conditions, Company shall have the right to add all or any part of the amount by which the cost to Company of the natural gas delivered to the Customer is increased in any month by any new or additional excise tax levied. The term "excise tax" wherever used in these schedules shall mean any occupation, production, severance, transportation,

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

~~Original-1st~~ Revised Sheet No. 6-24

~~Canceling Original Sheet No. 6-24~~

GENERAL Terms and Conditions

pipeline, footage, sales, or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon or in respect to the production severance, transportation, or sale of natural gas sold by Company to the Customer whether under direct imposition or pursuant to the terms of any present or future contract.

20. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company's Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

~~Original-1st~~ Revised Sheet No. 6-25

~~Canceling Original Sheet No. 6-25~~

GENERAL Terms and Conditions

21. DISCONNECTION OF SERVICE – With notice the Company may disconnect service for any of the following reasons:

- (1) For non-payment of a service bill, but only when the amount of the customer's outstanding bill equals or exceeds the amount of the customer's deposit.
- (2) For failure to make proper application for service.
- (3) For violations of any of the Company's rules on file with the Public Utilities Commission.
- (4) For failure to meet a deposit or credit requirement.
- (5) For failure to provide the Company reasonable access to its equipment and property.
- (6) For breach of contract for service between the Company and the customer.
- (7) For failure to furnish such service, equipment and/or rights of way necessary to serve the customer as have been specified by the Company as a condition of obtaining service.
- (8) When determined by the Commission as prescribed by relevant state or other applicable standards or after individual hearing upon application of any person that customer is willfully wasting service through improper equipment.
- (9) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

The Company shall reconnect or continue service to a customer's residence where a medical emergency exists provided that the Company receives from a medical doctor written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household. The customer must enter into a payment agreement.

Without notice the Company may disconnect service for any of the following reasons:

- (1) In the event of an unauthorized use of or tampering with the utility equipment.

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State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6

~~Original-1st Revised~~ Sheet No. 6-26

~~Canceling Original Sheet No. 6-26~~

GENERAL Terms and Conditions

- (2) In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utility's equipment, or to the public.

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

22. RECONNECTION OF SERVICE –

- (a) In the event service has been disconnected because the Customer could not pay the bill or meet deposit or credit requirements, the Customer shall pay a reconnection fee of forty five (\$45.00) dollars in addition to making a settlement satisfactory to the Company of the outstanding bill, before service is restored. The Customer will not be required to pay a reconnection fee when the disconnection was because of a condition determined to be hazardous to the Customer, other Customers of the Company, to the Company's equipment, or to the public.

Reconnection of service shall be done in accordance with Minnesota Rules 7820.2600.

- (b) A customer who requests reconnection of service, during normal working hours, at a location where same customer discontinued the same service during the preceding 12-month period will be charged a reconnection fee as follows:

Residential – The Basic Service Charge applicable during the period while service was not being used or a minimum of \$45.00. The minimum will be based on standard overtime rates for reconnection of service after normal business hours.

Non- Residential – The Basic Service Charge applicable during the period while service was not being used. However, the reconnection charge applicable to seasonal business concerns such as irrigation, grain drying and asphalt processing shall be the Basic Service Charge applicable during the period while service was not being used less the Distribution

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GENERAL Terms and Conditions

Charge revenue collected during the period in-service. A minimum of \$45.00 will apply to reconnections occurring during normal business hours. The minimum will be based on standard overtime rates for reconnection of service occurring after normal business hours.

- (c) Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge of \$160.00 whenever reinstallation of the required electronic measurement equipment is necessary.

23. UNAUTHORIZED USE OF SERVICE – Unauthorized use of service is defined as any deliberate interference such as tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records that result in a loss of revenue to the Company.

Unauthorized service is also defined as reconnection of service that has been terminated, without the Company's consent.

- (a) Examples of unauthorized use of service include the following, but are not limited to:
- (1) Bypass piping around meter.
 - (2) Bypass piping installed in place of meter.
 - (3) Meter reversed.
 - (4) Meter index disengaged or removed.
 - (5) Service or equipment tampered with or piping connected ahead of meter.
 - (6) Tampering with meter or pressure regulator that affects the accurate registration of gas usage.
 - (7) Gas being used after service has been discontinued by the Company
 - (8) Gas being used after service has been discontinued by the Company as a result of a new customer turning gas on without the proper connect request.

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GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

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~~Original 1st Revised~~ Sheet No. 6-28

~~Canceling Original Sheet No. 6-28~~

GENERAL Terms and Conditions

- (b) In the event that there has been unauthorized use of service, customer shall be charged for:

- (1) Time, material and transportation costs used in investigation.
- (2) Estimated charge for non-metered gas.
- (3) On-premise time to correct situation.
- (4) Any damage to Company property.

- (c) Reconnection of Service:

Customer service so disconnected shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid all charges as hereinafter set forth in this procedure.

- (1) All delinquent bills, if any.
- (2) The amount of any Company revenue loss attributable to said tampering.
Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in paragraph 23(b) above.
- (4) Reconnection fee applicable.
- (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.

24. CUSTOMER COMPLAINTS – The Company shall establish procedures whereby qualified personnel shall be available during regular business hours to receive and, if possible, resolve all customer inquiries, requests, and complaints.

If any complaint cannot be promptly resolved, the Company shall contact the customer within five (5) business days and at least once every fourteen (14) calendar days thereafter, and advise the customer regarding the status of its investigation until: the complaint is mutually resolved; or the Company advises the customer of the results of its investigation and final disposition of the matter; or the customer files a written complaint with the Public Utilities Commission or the courts.

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GENERAL Terms and Conditions

When the Public Utilities Commission forwards a customer complaint to the Company, the Company shall notify the Commission within ten (10) business days regarding the status or disposition of the complaint.

Customer complaints shall be handled in compliance to procedures contained in Minnesota Rule 7820.0300.

25. 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.

Customer disputes shall be handled in compliance to procedures contained in Minnesota Rule 7820.2700.

26. BALANCED BILLING PROGRAM – All residential and commercial customers receiving natural gas under the Residential or Firm Gas Service rate schedules are eligible to enter into a Balanced Billing Plan. This option allows customers to be billed monthly based on a twelve-month rolling average of gas consumed multiplied by the currently effective rate for the month. Monthly bills will change minimally as fluctuations in consumption levels and natural gas prices occur throughout the year.

27. COLD WEATHER RULE – Applicable to residential customers

(a) DEFINITIONS:

- (1) Cold weather period – the period beginning October 1 and continuing through April 30 of the following year.
- (2) Customer – a residential customer of a utility.

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GENERAL Terms and Conditions

- (3) Disconnection – 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.
- (4) Household income – 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.
- (5) Reasonably timely payment – payment posted within five working days of agreed-upon due dates.
- (6) Reconnection – the restoration of utility heating service after it has been disconnected.
- (7) Summary of rights and responsibilities – a notice approved by the Minnesota Public Utilities Commission (Commission) that contains, at a minimum, the following:
 - i. An explanation of the provisions of Minn. Stat. §216B.096, subd. 5 (cold weather rule);
 - ii. An explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - iii. A third party notice;
 - iv. Ways to avoid disconnection;
 - v. Information regarding payment agreements;
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
 - vi. A list of names and telephone numbers for county and local energy assistance and weatherization providers in each county served by the Company.
- (8) Third-party notice – a Commission-approved notice containing, at a minimum the following information:
 - i. A statement that the Company will send a copy of any future notice of proposed disconnection of utility heating service to a third party designated by the residential customer;
 - ii. Instructions on how to request this service; and

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GENERAL Terms and Conditions

~~i-iii.~~ 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.

- (9) Utility – Great Plains Natural Gas Co. (Company)
- (10) Utility heating service – natural gas or electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the customer's primary residence.
- (11) Working days – 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.

(b) COMPANY OBLIGATIONS BEFORE COLD WEATHER PERIOD:

Each year between August 15 and October 1, the Company 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.

(c) NOTICE BEFORE DISCONNECTION DURING COLD WEATHER PERIOD:

Before disconnecting utility heating service during the cold weather period, the Company must provide, personally or by first class mail, a 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.

(d) COLD WEATHER RULE: During the cold weather period, the Company 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 Company that is based on the financial resources and circumstances of the household, provided that, the Company may not require a customer to pay more than 10 percent of the household income toward current and past utility bills for utility heating service.

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

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GENERAL Terms and Conditions

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 Company.

The Company 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.

(e) 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:
 - i. The most recent income tax return filed by members of the customer's household;
 - ii. 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.
 - iii. 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;

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