



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 1

PAST DUE REMINDER LETTER

Page 1 of 1

PAGE 1 of 1



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

ACCOUNT NUMBER
123 456 7890 1
NOTICE DATE
December 15, 2022
AMOUNT DUE
\$63.06

▶▶▶ REMINDER ◀◀◀

Your account is past due.

Dear ANY CUSTOMER,

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

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

Customer Service

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

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

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

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

Payment Options:

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

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

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

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

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



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$63.06

Please enter amount enclosed

\$

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

ANY CUSTOMER
123 MAIN ST
ANYTOWN, SD 12345-6789



PO Box 5600
Bismarck, ND 58506-5600

445

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Effective Date:

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after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 2

FIRST REMINDER NOTICE (CLOSED ACCOUNT)

Page 1 of 1

PAGE 1 of 1



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

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

▶▶▶ REMINDER NOTICE ◀◀◀

REMINDER OF AN UNPAID BALANCE ON YOUR CLOSED ACCOUNT

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

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

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

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

Payment Options:

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

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

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

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

Direct Inquiries To:

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



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$303.48

PO Box 5600
Bismarck, ND 58506-5600

Please enter amount enclosed

\$

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



Write account number on check and make payable to MDU.

013887885918900000303480000030348

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 3

FINAL NOTICE (CLOSED ACCOUNT)

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PAGE 1 of 1



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

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

▶▶▶ FINAL NOTICE ◀◀◀

YOUR ACCOUNT MAY BE ASSIGNED TO A COLLECTION AGENCY!

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

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

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

Payment Options:

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

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

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

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

Direct Inquiries To:

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

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



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$303.48

PO Box 5600
Bismarck, ND 58506-5600

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



Please enter amount enclosed

\$

Write account number on check and make payable to MDU.

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 4

DISCONNECTION NOTICE

Page 1 of 1



SERVICE FOR
ANY CUSTOMER

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

ACCOUNT NUMBER
123 456 7890 1

NOTICE DATE
April 17, 2023

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

AMOUNT DUE
\$371.48

▶▶▶ DISCONNECT NOTICE ◀◀◀

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

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

May 2, 2023

or your service may be disconnected without further notice. Should this action result in your service being disconnected, payment in full plus a charge for reconnection will be required. In addition, a security deposit or an additional deposit may be required before service is restored.

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

	Service Address	Past Due	Account Balance
Utility	123 MAIN ST	\$371.48	\$428.97

Payment Options:

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

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

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

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

Direct Inquiries To:

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

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



ACCOUNT NUMBER
324 222 1873 8

AMOUNT DUE
\$371.48

PO Box 5600
Bismarck, ND 58506-5600

ANY CUSTOMER
123 MAIN ST
ANYTOWN, SD 12345-6789



709

Please enter amount enclosed

\$

Write account number on check and make payable to MDU.

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 5

FINAL NOTICE – WINTER LETTER

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

ACCOUNT NUMBER
123 456 7890 1
NOTICE DATE
January 23, 2023

PAGE 1 of 1
MUST BE PAID BY
March 2, 2023
AMOUNT DUE
\$130.03

▶▶▶ FINAL NOTICE ◀◀◀

REMINDER NOTICE OF PAST DUE BALANCE

Recently you were sent a disconnect notice regarding your past due account. This is your final notification that your gas and/or electric service will be discontinued unless the past due amount is paid in full or satisfactory arrangements are made with Montana-Dakota Utilities Co. by

March 2, 2023.

Should this action result in your service being discontinued, payment in full plus a charge for reconnection will be required. In addition, a security deposit or an additional deposit may be required before service is restored.

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

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

Payment Options:

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

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

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

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

Direct Inquiries To:

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

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



ACCOUNT NUMBER
123 456 7890 1

AMOUNT DUE
\$130.03

PO Box 5600
Bismarck, ND 58506-5600

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



779

Please enter amount enclosed

\$

Write account number on check and make payable to MDU.

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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Original Sheet No. 7

CUSTOMER REFERENCE GUIDE

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CUSTOMER REFERENCE GUIDE

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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ADDITIONAL INFORMATION TO CUSTOMERS

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ADDITIONAL CUSTOMER INFORMATION FOR SOUTH DAKOTA CUSTOMERS

Montana-Dakota Utilities Co. (Montana-Dakota) is regulated by the South Dakota Public Utilities Commission whose duties were expanded in 1975 to include regulation of natural gas and electric utilities. It is the commission's duty to oversee rates and services of all investor-owned gas and electric utilities in the state.

Montana-Dakota feels it is important that you are satisfied with your natural gas or electric service. However, sometimes a question, misunderstanding or complaint may develop. If it does, please let us know. Our employees are trained to help you.

Montana-Dakota will make a full and prompt investigation of all written complaints received. Please direct all written complaints to the Montana-Dakota office that appears on your utility bill.

DISPUTES

Whenever a customer advises Montana-Dakota, before the disconnection of natural gas or electric service, that any part of the billing, charges or service is in dispute, Montana-Dakota shall:

1. Investigate the dispute promptly.
2. Advise the customer of the investigation and its result.
3. Attempt to resolve the dispute.
4. Withhold disconnection of service providing the customer pays the undisputed portion of the bill.

If the dispute is not resolved Montana-Dakota must notify the customer that the customer has the right to appeal to the South Dakota Public Utilities Commission within ten (10) business days after the disconnection notice was sent for resolution of the dispute.

inspection, maintenance, replacement of equipment or to conduct investigations for hazardous conditions.

6. Unauthorized use of Montana-Dakota's equipment or tampering with Montana-Dakota's service equipment.

The following is a list of conditions, all of which must occur, before you will be disconnected for non-payment of a bill:

1. A customer may be receiving service from Montana-Dakota at more than one location. Only the service for which the bill is delinquent can be disconnected.
2. Bills are due when received. Bills become delinquent twenty-two (22) days after billing transmittal date. This period may be shortened if the customer's name is on the early payments list. This time period may be waived in cases of fraud, illegal use or when it is clearly indicated that the customer is preparing to leave. Montana-Dakota will send you a written notice giving you an additional ten (10) days in which to pay the bill to avoid disconnection.
3. If this is the customer's first disconnection notice, the customer will receive an additional personal notice by either telephone, visit or certified mail. Both written notice and personal notice shall contain a statement of the customer's right to appeal and where to appeal.
4. The customer, if he or she claims inability to pay or extenuating circumstances, is unwilling to enter into a reasonable agreement with Montana-Dakota to pay the service bill.
5. No bona fide or just dispute concerning the bill exists. A dispute shall not be defined as bona fide and just if the customer does not

The commission is available for consultation, you may write or call:

South Dakota Public Utilities Commission
Capitol Building
Pierre, South Dakota 57501
1-605-773-3201

CREDIT AND DEPOSIT POLICIES

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

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

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

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

1. Make a cash deposit not to exceed one-sixth (1/6) of the estimated annual bill. Deposits will earn seven percent (7%) simple interest per year.
- pay the undisputed portion of the bill and does not, after notice of their right to do so, contact the commission with the unresolved dispute within ten (10) working days after the disconnection notice was sent.

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

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

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

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

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

year from the date of the deposit to the date of refund or disconnection.

2. Provide a guarantor (residential only).
3. Be placed on an early payments list wherein the customer agrees to pay the bill for utility services within five (5) business days after it is received.
4. A non-residential customer may also provide a letter of credit, post a surety bond, or negotiate another option with the Company.

An existing customer will be given notice of not less than fifteen (15) days that a deposit, guarantor, or early payment is required.

REFUSAL AND DISCONNECTION POLICIES

Naturally, if your utility bill is not paid within a reasonable length of time, you cannot expect to continue to receive natural gas or electric service from Montana-Dakota.

We do not like to disconnect or refuse service to a customer, but sometimes it must be done. You will be notified before such action is taken if the reason is:

1. Non-payment of your utility service bill (after consumer deposit and earned interest, if any; have been applied to the outstanding bill).
2. You have failed to pay a required deposit or meet the credit requirements.
3. You have violated Montana-Dakota's rules on file with the South Dakota Public Utilities Commission. These rules are available for your inspection, please contact Montana-Dakota at 1-800-638-3278 to schedule an appointment.
4. You have broken the terms of the contract for service with Montana-Dakota or have failed to furnish those things necessary to obtain utility service.
5. You have failed to allow Montana-Dakota employees access to company equipment located on your premise for meter reading.

for 30 days from the date of a physician's certificate or notice from a public health or social services official that such a medical emergency exists. This extension is limited to a single thirty (30) day period.

INSUFFICIENT REASONS FOR REFUSAL

Montana-Dakota cannot refuse to serve a person:

1. Who will not pay a debt to another utility, or a debt for another class of service, or a debt for other bills not based on filed rates or charges;
2. For non-payment of a bill for which he or she is guarantor;
3. Asking for service in a dwelling where the former occupant was delinquent;
4. Who is living with someone that is in debt to Montana-Dakota in an attempt to force payment of that bill, except when that person, even though not personally liable to Montana-Dakota, is trying to get service back to the indebted household and no attempts are being made to pay the debt of that household.

This pamphlet is a summary of Montana-Dakota's customer rules. A complete listing of Montana-Dakota customer rules and South Dakota Public Utilities Commission rules, regulations and rate schedules are available for your inspection by contacting Montana-Dakota at 1-800-638-3278 to schedule an appointment. You can also visit www.montana-dakota.com or www.puc.sd.gov. Your billing, payment and deposit records are also available to you for inspection. Montana-Dakota will furnish additional information as you may reasonably request.



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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
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THIRD PARTY NOTICE

Page 1 of 1

WHAT IS THE

THIRD PARTY NOTICE PROGRAM?

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

Under the "Third Party Notice" program, if it would be necessary to disconnect service due to nonpayment of past due bills, the customer as well as the designated third party would be notified prior to the disconnect date. These notices include specific customer information such as, customer name, account number, past due and current balances owing on the account.

A third party can be a friend, relative, church or any community agency. The designated third party will have the right to receive and provide information regarding the customer's personal circumstances. Please talk with this third party before you tell MDU this person will help you. The third party will not be responsible for payment of the customer's bill.

If your personal circumstances require that a third party be aware of a potential disconnection of your utility service, please complete and detach the form provided and return it to MDU as soon as possible. If you know of someone who might benefit from third party notification, please let them know of it.

As individual circumstances frequently may change, Third Party Notices are valid for one year only, and an annual renewal is required. Please complete the form and return it to MDU – even if you have done so before.

For information of public agencies and community organizations which may be able to assist in payment of winter utility bills, please call 1-800-638-3278 or write to MDU at PO Box 5603, Bismarck, ND 58506-5603.



REQUEST FOR A THIRD PARTY NOTIFICATION

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

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Account Number from Bill: _____

*Montana-Dakota Utilities Co. has my permission to provide
information to and accept information from the party named below.*

Customer Signature: _____

Date: _____

Name of Third Party to be Notified *(list one name only, please)*: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

*Montana-Dakota Utilities Co. will make every effort to send
a copy of the Notice of Proposed Disconnection to the party
specified. These notices include specific customer information
such as, customer name, account number, past due and current
balances owing on the account. The customer making the request
understands that MDU assumes no liability for failure of third party
to receive or act upon said Notice.*

*Complete all information and return to Montana-Dakota at
PO Box 5603, Bismarck, ND 58506-5603 as soon as possible.*

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Director – Regulatory Affairs

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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FINAL NOTICE PRIOR TO DISCONNECT DOOR TAG

Page 1 of 1

FINAL NOTICE PRIOR TO DISCONNECTION

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

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

\$ _____ IS PRESENTED TO MONTANA-DAKOTA

UTILITIES CO. BY **5:00 P.M.** ON _____

LAST PAYMENT DATE: _____

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

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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SERVICE DISCONNECTED DOOR TAG

Page 1 of 1

N O T I C E
**Your Gas and/or Electric Service Was
DISCONTINUED**

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

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 12

CONTINUOUS SERVICE AGREEMENT

Page 1 of 3



CONTINUOUS SERVICE AGREEMENT

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

- RECITATION.** The Undersigned (hereinafter referred to as "Customer") is the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinafter referred to as "Properties") which may be occupied by others (hereinafter referred to as "Tenants") from time to time. Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (hereinafter referred to as the "Utility") provides Natural Gas services (hereinafter referred to as "Energy Services") to the location of the Properties in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Properties are located. The Agreement is intended to assure continuous Energy Services to the Properties during periods in which a Tenant has not arranged for or has failed to maintain Energy Services.
- TERM.** This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") that it is processed by the Utility. For electronic communication purposes, the Customer must provide an active email address prior to processing. Utility will provide email notification that the Agreement has been processed. This Agreement will continue in effect until cancelled by either party upon five (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement must have Energy Services activated prior to or on the Effective Date. Termination of this Agreement does not relieve the Customer from its obligation to pay for any Energy Service charges incurred under this Agreement prior to the effective date of termination. In the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A, the Customer may not be eligible to enter another Continuous Service Agreement for a period of 12 months with respect to those Properties that were cancelled. Failure on the part of the Customer to pay their bills promptly when due shall constitute sufficient grounds for termination of this Agreement by the Utility.
- RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Properties specified by the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the properties. The Customer assumes liability for Energy Service charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Properties.
In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information showing the Utility's records are incorrect in which event the presumption shall no longer apply.
- DISCONNECTION.** The Utility reserves the right to deny service or disconnect Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Service, or Energy Services to the Tenant have been disconnected, the Customer may request that the Energy Services to the applicable Property be disconnected without affecting this Agreement. A disconnection of Energy Services to the Properties at the request of the Customer for any other reason may terminate the Agreement.
If a Tenant account at a Property is discontinued for **Nonpayment of Services** ☐ **I DO** ☐ **I DO NOT** request the Utility to continue Energy Services at the Property and bill me for such Energy Services until a new Tenant account is opened or I request termination of the Agreement with respect to the Property. These instructions will apply even if the Tenant remains in the Property.
- CHANGES AND DELETIONS.** The Customer agrees to provide **PRIOR WRITTEN NOTICE** to the Utility of any changes in telephone number, mailing address, email address or additions and deletions to Exhibit A, Service Property Locations.
By signing this Agreement as the Customer, the undersigned is authorized to start or stop Energy Services, make additions or deletions of Properties to this Agreement and to enter into this Agreement. Other persons authorized to act on behalf of the Customer under this Agreement are shown on Exhibit B which may be amended by Customer upon receipt of written notice by the Utility.
- MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating to continuation of Energy Services to any of Customer's properties prior to the effective date of this Agreement. The Utility has no further responsibility or liability to the Customer, expressed or implied, for continuation of Energy Services to Customer's properties except as set forth herein.
- LIABILITY LIMITATION.** THE LIABILITY OF THE UTILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES OF CUSTOMER NOT TO EXCEED \$500 AND NEITHER PARTY SHALL BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFIT). THIS LIMITATION APPLIES TO ALL CLAIMS WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, INDEMNITY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER LEGAL THEORY.
- SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION

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

E-mail Address: _____ Fax Number: () _____
(Enter an active e-mail address for electronic communication purposes.)
*Emergency Contact Name: _____
Spouse/Partner Name: _____ *Address: _____
*Billing Address: _____ *City: _____ *State: _____ *Zip: _____
*City: _____ *State: _____ *Zip: _____ *Emergency Phone Number: () _____
*Primary Contact Phone: () _____ Employer Name: _____
Cell Phone: () _____ Work Phone: () _____
MDU Account Holder Name _____
Signature _____ Date: _____
Name that will appear on the bill financially responsible person or entity

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

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

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



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CONTINUOUS SERVICE AGREEMENT

Page 2 of 3



EXHIBIT A SERVICE LOCATIONS

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

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

MDU Account Holder Name _____

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

Date: _____

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CONTINUOUS SERVICE AGREEMENT

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EXHIBIT B CONTINUOUS SERVICE AGREEMENT AUTHORIZATION

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

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

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

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

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

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

Customer Printed Name: _____

Signature: _____ Date: _____

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
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GUARANTEE OF PAYMENT FOR NATURAL GAS AND/OR ELECTRIC SERVICE BY A SECOND PARTY IN LIEU OF A DEPOSIT

Page 1 of 1

20458(6-81)
(Rev. 12/17/03)

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

To: Montana-Dakota Utilities Co.

(Date)

(Address)

(City, State, Zip Code)

For value received, I, _____, do hereby absolutely guarantee to pay to Montana-Dakota Utilities Co. (Montana-Dakota), upon its request and at the location listed above, the outstanding balance accrued by _____ in the event that Customer's bill for natural gas and/or electricity provided by Montana-Dakota at _____ is not paid when due; however, liability under this Guarantee, other than the collection costs noted below, shall not exceed the sum of \$ _____. As Guarantor, I request copies of all disconnect notices sent to the Customer.

Liability under this Guarantee shall begin on _____, 20____, and shall continue until Customer has paid for natural gas and/or electric service when due in a prompt and satisfactory manner for twelve consecutive months in accordance with Public Service Commission or Public Utilities Commission rules. I expressly waive receipt of notice of Montana-Dakota's acceptance of my guarantee.

I also agree to pay any and all costs that Montana-Dakota may incur in the collection of this guarantee. In the event legal action is required or becomes necessary to collect the outstanding balance accrued by the Customer from me under this guarantee, I agree to pay all legal fees, including attorneys' fees, in the amount the court determines is reasonable.

GUARANTOR: I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE GUARANTEE AGREEMENT AND THAT I HAVE RECEIVED A COPY OF IT.

CUSTOMER: I GIVE MONTANA-DAKOTA PERMISSION TO PROVIDE MY ACCOUNT INFORMATION TO THE GUARANTOR, INCLUDING ALL DISCONNECT NOTICES SENT TO ME.

(Signature of Customer)

(Signature of Guarantor)

(Customer's Mailing Address)

(Guarantor's Mailing Address)

(Customer's Street Address)

(Guarantor's Street Address-if Different than Mailing Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Customer's Telephone Number)

(Guarantor's Telephone Number)

3 PAPER COPIES:

Original – DIVISION OFFICE

Copy - CUSTOMER

Copy - GUARANTOR

Clear Form

Date Filed: July 26, 2024

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

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CUSTOMER'S AGENT AUTHORIZATION FORM

Page 1 of 3



CUSTOMER'S AGENT AUTHORIZATION FORM

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

Instructions

To designate an authorized agent to act as a personal representative for a Montana-Dakota Utilities Co. (Montana-Dakota) customer of record, this form must be completed in full for the Agent to receive access privileges. By completing this form, the customer authorizes the following:

- Montana-Dakota agrees to provide access to all information about the customer's account(s) to the Authorized Agent designated below, and
- The Authorized Agent to act and conduct activity on behalf of the customer as described in Part B below.

The Montana-Dakota Customer seeking to designate an individual or organization Authorized Agent status must provide the information identified in Part A below, then complete and sign Part B.

The completed and signed form must be submitted to Montana-Dakota by email to customerservice@mdu.com, by mail to Montana-Dakota Utilities Co. Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608, or by Fax at 701-323-3104. If any of the *required* information is not provided, or the form is otherwise incomplete, it may not be accepted by Montana-Dakota. If a Power of Attorney, any outside contract or letter of authorization is sent in lieu of the Authorization Form, it will not be considered a valid consent to grant Agent access.

A. PROVIDE INFORMATION FOR THE INDIVIDUAL OR ORGANIZATION THAT THE CUSTOMER IS CONSENTING AUTHORIZED AGENT STATUS.

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

Please Print

Agent's Name*: _____ Contact Name: _____

Agent's Mailing Address*: _____ Agent's Phone*: _____

_____ Fax: _____

Date Filed: July 26, 2024

Effective Date:

Service rendered on and
after September 1, 2024

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Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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CUSTOMER'S AGENT AUTHORIZATION FORM

Page 2 of 3

B. CUSTOMER INFORMATION AND AUTHORIZATION

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

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

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CUSTOMER'S AGENT AUTHORIZATION FORM

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

SIGNED AUTHORIZATION

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

Name of person or business on account(s) _____

Authorized signature for Customer of Record _____

Printed Name _____ Title _____

Telephone Number _____ Date _____

FOR OFFICE USE ONLY

ID #

Processed by:

Date:

Date Filed: July 26, 2024

Effective Date:

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after September 1, 2024

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Director – Regulatory Affairs

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

Page 1 of 2



CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

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

Montana-Dakota Utilities Co. Attn: Customer Support

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

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

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

TO BE COMPLETED BY THE CUSTOMER

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

Organization/Trade Name: _____

Contact Person (if available): _____

Physical and Mailing Address: _____

Phone: _____ Email: _____ Fax: _____

This organization will receive the following information:

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

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

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

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after September 1, 2024

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Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 15.1

CONSENT TO DISCLOSE UTILITY ENERGY USAGE INFORMATION

Page 2 of 2

ENERGY USAGE INFORMATION COLLECTION PERIOD

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

CUSTOMER DISCLOSURES

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

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

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

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

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

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

PLEASE READ THE CUSTOMER DISCLOSURES ABOVE BEFORE SIGNING THIS FORM

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

APPLICABLE CUSTOMER ACCOUNT NUMBER

SERVICE ADDRESS

PRINTED NAME

SIGNATURE OF CUSTOMER OF RECORD

DATE SIGNED

Date Filed: July 26, 2024

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

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 16

AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

Page 1 of 2



AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

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

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

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

SUBMIT FORM FOR PROCESSING:

Montana-Dakota Utilities Co, Attn: Customer Support

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

Email: customerservice@mdu.com

Fax: 701-323-3104

Questions? 1-800-638-3278

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

☐ Energy Efficiency & Conservation

☐ HUD Compliance

Date:

Account Number/Meter Number	Service Address

AGGREGATED/ANONYMIZED ENERGY CONSUMPTION INFORMATION COLLECTION PERIOD

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

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

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Original Sheet No. 16.1

AUTHORIZATION FORM FOR AGGREGATED/ANONYMIZED ENERGY CONSUMPTION DATA

Page 2 of 2



TO BE COMPLETED BY THE REQUESTOR

Organization/Trade Name:

Printed Name & Title:

Mailing Address:

Phone #: Fax #:

Email Address:

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

☐ Email ☐ Fax ☐ Mail

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

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

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

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

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

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

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

Signature:

Title: Date:

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Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

Section No. 6
Original Sheet No. 17

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 1 of 5

INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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

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

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

1.0 **TERM.** Deliveries and charges hereunder shall commence as specified in Exhibit "A" attached hereto and incorporated herein. Customer agrees to enter into an agreement for service hereunder for a minimum term of 12 months. Written notice of termination by either Company or Customer must be given at least 60 days prior to the end of the initial term. Absent such termination notice, the agreement shall continue for additional terms of equal length until written notice is given, as provided herein, prior to the end of any subsequent term.

2.0 **DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES.** Delivery of natural gas under Small Interruptible General Gas Service Rate 71, or Large Interruptible General Gas Service Rate 85 by Company to Customer shall be as specified in attached Exhibit "A".

2.1 **DISPATCHING.** Customer will adhere to gas dispatching policies and procedures established by Company to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

2.2 **METERING AND MEASUREMENT.** Company will meter the quantity of natural gas delivered to Customer at the delivery point. Such quantities will be conclusive upon both parties unless such meter is found to be inaccurate by more than two percent, in which case the quantity delivered to Customer shall be determined by calculation, taking into consideration the time of year, the schedule of Customer's operations and other pertinent facts. Company will test the measurement equipment in accordance with applicable state utility commission rules and regulations.

3.0 **DEFINITIONS.**

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

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

Interruption - A suspension of interruptible natural gas service deemed necessary by Company pursuant to Rates 71 or 85 and 100.

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

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 2 of 5

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

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

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

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

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

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

8.0 **FORCE MAJEURE.** In the event of either Party's being rendered wholly or in part by force majeure unable to carry out its obligations under this Agreement, then the obligations of the Parties hereto, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telephone to the other party as soon as possible after the occurrence relied on. If volumes of Customer's gas are destroyed while in Company's possession by an event of force majeure, the obligations of the Parties under this Agreement shall terminate with respect to the volumes lost. The term "force majeure" as employed herein shall include, but shall not be limited to acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Customer or Company under this Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, sudden partial or sudden entire failure of Company's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

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

Date Filed: July 26, 2024

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after September 1, 2024

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014



Montana-Dakota Utilities Co.
400 N 4th Street
Bismarck, ND 58501

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

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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 3 of 5

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

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

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

CUSTOMER

COMPANY



MONTANA-DAKOTA UTILITIES CO.

By: _____
*

By: _____
*

Title: _____

Witness: _____
*

Title: _____

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

Date Filed:	July 26, 2024	Effective Date:	Service rendered on and after September 1, 2024
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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

Page 4 of 5

EXHIBIT "A" INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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

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

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

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

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

By: _____

Representing _____

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

MONTANA-DAKOTA UTILITIES CO.

By: _____

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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INTERRUPTIBLE GENERAL GAS SERVICE AGREEMENT

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EXHIBIT "B" REQUEST FOR FIRM NATURAL GAS SALES SERVICE

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

Daily Firm Service Requirements

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

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

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

By: _____

By: _____
(Please print or type)

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

By: _____

Date Filed: July 26, 2024

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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REQUEST FOR GAS SERVICE LINE

Page 1 of 1

MDU-20234
(Rev 03/19)

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

Customer Information			
Customer Name:		Date Requested:	
Installation Address:	City	State	Zip
Township/Range:	Section:	Block:	Lot:
Mailing Address (if different):	City	State	Zip
E-mail Address:			
Daytime Phone:		Mobile Phone:	
Customer Type: ☐ Residential ☐ Commercial		For: ☐ New Construction ☐ Conversion	

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

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

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

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

Clear Form

Montana-Dakota Utilities Co.

Customer Signature

Date

Company Signature

Date

Date Filed: July 26, 2024

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

Issued By: Travis R. Jacobson
Director – Regulatory Affairs

Docket No.: NG23-014

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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GAS TRANSPORTATION AGREEMENT

Page 1 of 5

GAS TRANSPORTATION AGREEMENT

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

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

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

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

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

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

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>	<u>Dk Maximum Delivery Point Quantity Per HR</u>
_____	_____	_____	_____	_____

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

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

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

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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GAS TRANSPORTATION AGREEMENT

Page 2 of 5

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

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

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

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

CUSTOMER

COMPANY

MONTANA-DAKOTA UTILITIES CO.

By: _____
*

By: _____
*

Title: _____

Attest: _____
*

Title: _____

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

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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GAS TRANSPORTATION AGREEMENT

Page 3 of 5

EXHIBIT "A" GAS TRANSPORTATION AGREEMENT

This document is an attachment to the Gas Transportation Agreement dated _____ between Montana-Dakota Utilities Co. and _____ covering natural gas transportation service to Customer's facility located at _____.

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

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

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

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

The shipper(s) name is _____

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

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

CUSTOMER

By: _____

Representing _____

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

MONTANA-DAKOTA UTILITIES CO.,

By: _____

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Montana-Dakota Utilities Co.
400 N 4th Street
Bismarck, ND 58501

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

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Original Sheet No. 19.3

GAS TRANSPORTATION AGREEMENT

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EXHIBIT "B"
GAS TRANSPORTATION AGREEMENT

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

Rate*

Term of Rate

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

By: _____

Title: _____

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

MONTANA-DAKOTA UTILITIES CO.,

By: _____

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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GAS TRANSPORTATION AGREEMENT

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EXHIBIT "C" REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Gas Transportation Agreement dated _____ between Montana-Dakota Utilities Co. and _____ covering natural gas transportation service to Customer's facility located at _____.

Daily Firm Service Requirements

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

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

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

By: _____

By: _____
(Please print or type)

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

By: _____

Date Filed: July 26, 2024

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CUSTOMERS AGREEMENT FOR GAS EXTENSIONS

Page 1 of 2

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

INTERRUPTIBLE GAS SERVICE EXTENSION AGREEMENT (RATE 119)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between MONTANA-DAKOTA UTILITIES CO., 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "Company," and

hereinafter called "Customer," whether one or more.

WHEREAS, Customer has requested that Company provide natural gas service to Customer at the following location:

County of _____, State of _____; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension, and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Company agrees to construct and install said natural gas Project in accordance with the Interruptible Gas Service Extension Policy Rate 119, attached hereto and incorporated herein, and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation for the Project, in the sum of \$ _____, to be paid as follows:

2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below.

Final Actual Cost of Project	\$ _____
Adjusted for Federal and State Income Taxes	\$ _____
Preliminary Cost Participation	\$ _____
Difference to be: ☐ Paid to Company	\$ _____
☐ Refunded to Customer	\$ _____

3. Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash contribution for the Project. On any refund amounts, interest will be calculated annually by the Company at the rate required pursuant to the Interruptible Gas Service Extension Policy Rate 119 applicable in the state in which the Project is located.

4. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, regulators, meters (excluding electronic measurement equipment), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs as adjusted for applicable federal and state income taxes.

5. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned gas service lines. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of the Customer's service line or customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.

6. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:

7. The following listed documents are attached hereto, and incorporated herein as part of the Agreement:

- a. Interruptible Gas Service Extension Policy, effective date, _____
- b. Estimate of Construction Costs
- c. Map showing the route of the extension
- d. Economic Analysis of the extension

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, _____, whichever is later, if construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

- a. If, within the five-year period after the extension(s) in service date, the total of customer's contribution and actual margin to the Company equals or exceeds the total present value of the revenue requirement associated with the extension, the Company shall refund the amount exceeding the revenue requirement, in accordance with the Interruptible Gas Service Extension Policy Rate 119.

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

MONTANA-DAKOTA UTILITIES CO.

Customer Signature

Date

Company Signature

Date

Customer Printed Name

Company Printed Name

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CUSTOMERS AGREEMENT FOR GAS EXTENSIONS

Page 2 of 2

21457(12-91)
(Rev. 10/20)

FIRM GAS SERVICE EXTENSION AGREEMENT (RATE 120)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between MONTANA-DAKOTA UTILITIES CO., 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "Company," and _____ hereinafter called "Customer," whether one or more.

WHEREAS, Customer has requested that Company provide natural gas service to Customer at the following location:

County of _____, State of _____; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Company agrees to construct and install said natural gas Project in accordance with the Firm Gas Service Extension Policy Rate 120 and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation for the Project, in the sum of \$ _____, to be paid as follows:

2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below.

Final Actual Cost of Project	\$ _____
Less Maximum Allowable Investment (per Rate 120)	\$ _____
Final Cost Participation	\$ _____
Preliminary Cost Participation	\$ 0.00
Difference to be: ☐ Paid to Company	\$ _____
☐ Refunded to Customer	\$ _____

3. Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash contribution for the Project. On any refund amounts, interest will be calculated annually by the Company at the rate required pursuant to the Firm Gas Service Extension Policy Rate 120 applicable in the state in which the project is located.

4. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.

5. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned facilities. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.

6. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:

7. The following documents are attached hereto, and incorporated herein, as part of the Agreement:

- Estimate of construction costs
- Map showing the route of the extension
- Economic analysis of the extension
- Firm Gas Service Extension Policy, effective date: _____

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, _____, whichever is later, if construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

a. If, within the five-year period after the extension(s) in service date, the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute the participation requirement by recalculating the maximum allowable investment, in accordance with the Firm Gas Service Extension Policy Rate 120. No refund shall be made by Company to Customer until the new applicants begin taking service from the Company.

b. If after the aforementioned five-year period, the Customer's participation amount of \$ _____ has not been fully refunded by that time, the obligation of the Company to make refunds shall cease. In no event, shall the total amount of refunds exceed the amount paid to Company hereunder.

MONTANA-DAKOTA UTILITIES CO.

Customer Signature _____ Date _____

Company Signature _____ Date _____

Customer Printed Name _____

Company Printed Name _____

Date Filed: July 26, 2024

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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CHANGE TO FIRM GENERAL GAS SERVICE RATE 70

Page 1 of 1

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

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

Check ONE Only ☐ Interruptible General Gas Service Rate 71 or 85

Or

☐ Transportation Service Rate 81 or 82

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

Effective Date: _____

Dated: _____

Signature: _____

Print Name: _____

D
N

N

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

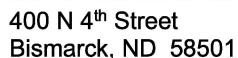
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Reserved for Future Use

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Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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Docket No.:	NG23-014		



Montana-Dakota Utilities Co.

400 N 4th Street
Bismarck, ND 58501

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

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