

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5 Original Sheet No. 5-33

INTERRUPTIBLE GRAIN DRYING GAS SALES SERVICE RATE 73

Availability:

Service under this rate schedule is applicable to all grain drying customers. Customer must satisfy the Company of their ability and willingness to discontinue the use of said gas during period of curtailment or interruption, by the use of standby facilities, or suffering plant shutdown. The rates herein are applicable only to customer's interruptible grain drying load. Customer's firm natural gas requirements must be separately metered.

Rate:

Basic Service Charge: \$230.00 per month

Distribution Charge: \$1.6611 per dk

Base Cost of Gas: \$2.6287 per dk

Minimum Bill:

Basic Service Charge.

Cost of Gas:

The billed cost of gas represents the Base Cost of Gas identified above adjusted by the Purchased Gas Cost Adjustment provided for in the Purchased Gas Cost Adjustment Clause (Sheet No. 5-62).

Conservation Improvement Program:

Bills are subject to the currently effective Conservation Improvement Program Adjustment as provided for in the Conservation Improvement Program Adjustment Clause (Sheet No. 5-110).

Revenue Decoupling Mechanism:

All customer bills under this rate are subject to the Revenue Decoupling Mechanism (Sheet No. 5-125).

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).

Date Filed: November 10, 2020 **Effective Date:** Service rendered on and

after April 1, 2021

Issued By: Travis R. Jacobson Docket No.: G004/GR-19-511



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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. 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

Date Filed: September 27, 2019 Effective Date: Service rendered on and

after April 1, 2021

Issued By: Tamie A. Aberle Docket No.: G004/GR-19-511



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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 OPERATION STARTUP Customer will be required to notify Company of the anticipated startup of grain drying operations no later than 10:00 A.M. CST the day before customer starts operating their grain drying facilities. Customer must provide to the Company the location of the grain drying facility, the expected hours of operation, and the total Dk needed for operation of the grain drying facility. Failure to comply may result in the assessment of penalties to the customer equal to the penalty amount the Company must pay to the interconnecting pipeline caused by customer's action.
- 5. 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. Anticipated changes may include change in intra-day or day ahead facility operations, including those changes due to weather. Failure to comply with requirements specified in the service agreement may result in the assessment of penalties to the customer equal to the penalty amount the Company must pay to the interconnecting pipeline caused by customer's action.
- 6. METERING REQUIREMENTS Remote data acquisition equipment (telemetering equipment) if required for daily measurement will be purchased and 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. The Company may remove such equipment when service hereunder is terminated.

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Issued By: Tamie A. Aberle Docket No.: G004/GR-19-511



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The customer may be required to provide and maintain, at no cost to Company: 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 be required 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.

Date Filed: September 27, 2019 Effective Date: Service rendered on and

after April 1, 2021

Issued By: Tamie A. Aberle Docket No.: G004/GR-19-511