



GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 6
Original Sheet No. 6-3

GENERAL Terms and Conditions

I. **PURPOSE:**

These rules are intended to define good practice, which can normally be expected, but are not intended to exclude other accepted standards and practices not covered herein. They are intended to ensure adequate service to the public and protect the Company from unreasonable demands.

The Company undertakes to furnish service subject to the rules and regulations of the Minnesota Public Utilities Commission and as supplemented by these general provisions, as now in effect or as may hereafter be lawfully established, and in accepting service from the Company, each customer agrees to comply with and be bound by said rules and regulations and the applicable rate schedules.

II. **DEFINITIONS:**

The following terms used in this tariff shall have the following meanings, unless otherwise indicated:

AGENT – The party authorized by the transportation service customer to act on that customer's behalf.

APPLICANT – A customer requesting Company to provide service.

BTU - British Thermal Unit(s) - A quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

CCF - Hundred cubic feet - The basic measurement of the amount of gas used.

COMMISSION – Public Utilities Commission of the State of Minnesota.

COMPANY – Great Plains Natural Gas Co.

COMPANY'S OPERATING CONVENIENCE – The utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company's operations. This does not refer to the customer's convenience or to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

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CURTAILMENT – A reduction of transportation or retail natural gas service deemed necessary by the Company. Also includes any reduction of transportation natural gas service deemed necessary by the pipeline.

CUSTOMER – Any individual, partnership, corporation, firm, other organization or government agency supplied with service by Company at one location and at one point of delivery unless otherwise expressly stated in these rules or in a rate schedule.

DECATHERM (DK)- 10 therms.

DELIVERY POINT – The point at which customer assumes custody of the gas being transported. This point will normally be at the outlet of Company's meter(s) located on customer's premises.

EXCESS FLOW VALVE – Safety device designed to automatically stop or restrict the flow of gas if an underground pipe is broken or severed.

FLEXIBLE RATE CUSTOMER - An interruptible service customer qualifying for a flexible rate provision as prescribed in the interruptible service rate schedules.

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

INTERRUPTION – A cessation of transportation or retail natural gas service deemed necessary by Company.

INTERRUPTIBLE CUSTOMER - A customer qualifying for service as prescribed in the interruptible service rate schedules.

NOMINATION – The daily dk quantity of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

NON-RESIDENTIAL CUSTOMER - Service provided to a business enterprise in space occupied and operated for non-residential purposes. Typical service includes stores, offices, shops, restaurants, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty salons, common areas of shopping malls, schools, etc.

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PIPELINE – The transmission company(s) delivering natural gas into company's system.

RESIDENTIAL CUSTOMER - A customer using natural gas for residential use (space heating, cooling, water heating, clothes drying, etc.) through an individual meter in a single family dwelling or building, or for residential use in an individual apartment, mobile home, or for residential use in not over four households served by a single meter in a multiple family dwelling. Residential premises used regularly for professional or business purposes (doctor's office, small store, etc.) are considered residential where the residential natural gas usage is half or more of the total gas usage.

RATE – Shall mean and include every compensation, charge, fare, toll, rental and classification, or any of them, demanded, observed, charged or collected by the Company for any service, product, or commodity, offered by the Company to the public, and any rules, regulations, practices or contracts affecting any such compensation, charge, fare, toll, rental or classification.

RECEIPT POINT – The intertie between Company and the interconnecting pipeline(s) at which point Company assumes custody of the gas being transported.

SHIPPER – The party with whom the Pipeline has entered into a service agreement for transportation services

THERM - A unit of heat equal to 100,000 Btu's.

TRANSPORTATION CUSTOMER - A customer who qualifies for transportation service as prescribed in the transportation service rate schedules and that has entered into a gas transportation agreement with the Company to have gas other than Company system supply delivered to the Company's border station on the customer's behalf.

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III. CUSTOMER OBLIGATION:

APPLICATION FOR SERVICE – A customer desiring gas service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or without contract for service to be furnished. All applications and contracts for service must be made in the legal name of the customer desiring the service. The Company may refuse a customer or terminate service to a customer who fails or refuses to furnish reasonable information requested by the Company for the establishment of a service account. Any customer who uses gas service in the absence of application or contract shall be subject to the Company's rates, rules, and regulations and shall be responsible for payment of all service used.

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

INPUT RATING – All new customers whose consumption of gas for any purpose will exceed an input of 2,500,000 Btu per hour, metered at a single delivery point, shall consult with the Company and furnish details of estimated hourly input rates for all gas utilization equipment. Where system design capacity permits, such customers may be served on a firm basis. Where system design capacity is limited, and at Company's sole discretion, Company will serve all such new customers on an interruptible basis only. Architects, contractors, heating engineers and installers, and all others should consult with the Company before proceeding to design, erect or redesign such installations for the use of natural gas. This will ensure that such equipment will conform to the Company's ability to adequately serve such installations with gas.

ACCESS TO CUSTOMER'S PREMISES – Company representatives, when properly identified, shall have access to customer's premises at all reasonable times (8 a.m. to 5 p.m. Monday – Friday unless an emergency situation requires access outside these hours) for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incidental to the service.

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COMPANY PROPERTY – The customers shall exercise reasonable diligence in protecting the Company's property on their premises and shall be liable to the Company in case of loss or damage caused by their negligence or that of their employees.

INTERFERENCE WITH COMPANY PROPERTY – The customer shall not disconnect, change connections, make connections or otherwise interfere with Company's meters or other property or permit same to be done by other than the Company's authorized employees.

RELOCATED LINES - Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities, the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements or permits.

NOTIFICATION OF LEAKS – The customer shall immediately notify the Company at its office of any escape of gas in or about the customer's premises.

TERMINATION OF SERVICE – All customers are required to notify the Company, to prevent their liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice, the Company will read the meter and further liability for service used on the part of the vacating customer will cease.

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.

QUALITY OF GAS – The gas tendered to the Company shall conform to the applicable quality specifications of the transporting Pipeline's tariff.

IV. LIABILITY

CONTINUITY OF SERVICE – The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular

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and uninterrupted supply of gas service and will not be liable for any loss, injury, death, or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same, except when such loss, injury or damage results from the negligence of the Company.

CUSTOMER'S EQUIPMENT – Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties. The customer is responsible for the proper installation and maintenance of all structures, equipment, lines, appliances, or devices on the customer's side of the point of delivery, and for the natural gas after it passes the point of delivery. The customer must assume the duties of inspecting all structures including the house piping, chimneys, flues and appliances on the customer's side of the point of delivery to ensure all are in working order. It is the Company's obligation to supply satisfactory service and any use of equipment by the customer that prevents the Company from carrying out this obligation must be corrected by the customer.

COMPANY EQUIPMENT AND USE OF SERVICE – The Company will not be liable for any loss, injury, death or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, lines, or devices on the customer's premises, except loss, injuries, death, or damages resulting from the negligence of the Company.

INDEMNIFICATION – Customer agrees to indemnify and hold Company harmless from any and all injury, death, loss or damage resulting from customer's negligent or wrongful acts under and during the term of service. Company agrees to indemnify and hold customer harmless from any and all injury, death, loss or damage resulting from Company's negligent or wrongful acts under and during the term of service.

FORCE MAJEURE – In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations, 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

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contingencies affecting the performance 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 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 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, 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 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 authorization 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.

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V. TERMS AND CONDITIONS:

1. AGREEMENT – Upon request of the Company, customer may be required to enter into an agreement for any service.
2. RATE OPTIONS – Where more than one rate schedule is available for the same class of service, the Company will assist the customer in selecting the applicable rate schedule(s). The Company is not required to change a customer from one rate schedule to another more often than once in twelve months unless there is a material change in the customer's load which alters the availability and/or applicability of such rate(s), or unless a change becomes necessary as a result of an order issued by the Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.
3. RULES FOR APPLICATION OF GAS SERVICE:
 - (a) Residential gas service is available to any residential customer for domestic purposes only.
 - (b) Non-residential service is defined as service provided to a business enterprise in space occupied and operated for non-residential purposes.
 - (c) If separate metering is not practical for a single unit (one premise) that is using gas for both domestic purposes and for conducting business (or for Non-residential purposes as defined herein), the customer will be billed under the predominate use policy. Under this policy, the customer's combined service is billed under the rate (Residential or Non-residential) applicable to the type of service which constitutes 50% or more of the customer's total connected load.
 - (d) Other classes of service furnished by the Company shall be defined in applicable rate schedules or in rules and regulations pertaining thereto. Service to customers for whom no specific rate schedule is applicable shall be billed on the Non-residential rates.

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4. FIRM GAS SERVICE MAIN AND SERVICE LINE EXTENSIONS:

The Company will install gas main extensions using the following guidelines applicable to firm gas main extensions:

- a) The term “main” refers to the facilities that are typically constructed from a border station or regulator station with no particular terminus at a building or structure. Mains are normally installed in streets, alleys, dedicated public ways or dedicated utility easements.
- b) Customer refers to customer ultimately taking natural gas service or a developer request to provide natural gas service to residential customers.
- c) Cost Participation. Cost participation for firm gas extensions shall be determined as follows:
 - i) Extensions 100 Feet or Less – The Company will extend a gas main up to, but not to exceed, 100 feet per home projected to be connected within twelve (12) months from the start of construction where natural gas is the primary fuel used for space heating.
 - ii) Extensions over 100 Feet or where natural gas is not the primary fuel used for space heating – The Company may require cost participation if the estimated capital expenditure is not cost justified. The extension will be considered cost justified if the calculated Maximum Allowable Investment equals or exceeds the estimated capital expenditures using the following formula:

Maximum Allowable Investment (MAI) =

$$\frac{\text{Annual Basic Service Charge} + (\text{3rd Year Estimated Dk} \times \text{Distribution Delivery Charge} + \text{GUIC} + \text{MSC})}{\text{LARR}}$$

Where: LARR = 13.917%

The LARR, defined as the Levelized Annual Revenue Requirement Factor, is the annual rate required to recover the present value of a project over the life of a project.

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- d) Cost of the extension shall include the gas main extension(s), valves, service line(s), cathodic protection equipment, 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.
- e) Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer.
- f) Contributions. In the event the extension is not cost justified, the customer(s) shall pay the Company the portion of the capital expenditures not cost justified. The extension will proceed if the customer:
- i) Pays in advance to the Company the excess amount not cost justified in cash, or
 - ii) Agrees to pay a special monthly charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or
 - iii) Agrees to pay annually a specified minimum charge. If the customer discontinues service prior to the excess being paid in full, the balance will be due and payable upon discontinuance of service, or
 - iv) Agrees to a combination of above methods, or
 - v) Customer may post a bond or an irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the

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original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.

vi) Upon completion of the project, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

vii) If within the five year period from the extension(s) in service date, the number of active customers and related volumes exceeds the projections used to determine MAI, the Company shall re-compute the contribution requirement by recalculating the MAI.

viii) The recalculated contribution requirement shall be collected from the new applicant(s).

g) Refunds. Contributions for gas main extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension as additional customers are connected to the particular main extension for which the advance was made.

i) The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements.

ii) No refunds will be made until the new applicants begin taking service from the Company.

iii) If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.

iv) No refund shall be made by Company after the five-year refund period and in no event shall the refund exceed the amount of the contribution.

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- h) The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within twelve (12) months of such installation.
- i) Firm Gas Service Line Extensions:
The Company shall install gas service lines using the following general rules and regulations applicable to all firm gas service line extensions:
- (1) The term “service line” refers to facilities that are constructed from a main to the final terminus at a building or structure.
 - (2) The Company shall furnish, own, and maintain all material and equipment to the outlet side of the meter on the customer’s premise(s).
 - (3) The Company will extend a service line to serve customer(s) where natural gas is the primary fuel used for space heating without charge up to, but not to exceed, 75 feet. The length of the service line shall be determined by measurement from the customer’s property line to the stop valve on the service riser.
 - (4) If the additional service line required is beyond 75 feet or natural gas is not the primary fuel used for space heating, the Company may require cost participation if the estimated capital expenditure is not cost justified. The extension will be considered cost justified if the calculated MAI equals or exceeds the estimated capital expenditures using the MAI formula provided in ¶ 4.c.ii.
 - (5) Where cost participation is required, such extension is subject to execution of the Company’s standard agreement for extensions by the customer.
 - (6) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and materials rates.

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A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$25.00 per meter for customers with gas input loads up to 400,000 BTU/hour; and \$50.00 per meter for customers with gas input loads above 400,000 BTU/hour.

5. INTERRUPTIBLE GAS MAIN AND SERVICE LINE EXTENSIONS:

The Company will install gas main and service line extensions using the following guidelines:

- a) Contribution. Prior to construction, the customer shall contribute an amount equal to the total cost of construction including all gas main extensions, valves, service line(s), cathodic protection equipment, regulators, meters (excluding remote data acquisition equipment), any required payments made by the Company to the transmission pipeline to accommodate the extensions, and other costs as adjusted for applicable federal and state income taxes.
 - i. The extension will proceed if the customer:
 - (1) Pays in advance to the Company the total cost of construction, or
 - (2) Customer may post a bond or irrevocable letter of credit in the amount of the required contribution prior to construction and acceptable by the Company. Such bond, issued by a bonding company authorized to do business in the state or letter of credit shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement.
 - ii. Upon completion of the construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

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- iii. Remote data acquisition equipment costs shall be subject to the terms and conditions specified in the Company's Interruptible Gas Transportation Rates.
- b) Refund. Contributions for gas main and service line extensions are refundable, without interest, for a period up to five (5) years from the date of completion of the main extension.
 - i. If within the five-year period from the extension(s) in service date, the total of the customer's contribution and actual margin paid 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 on the following basis:
 - (1) Annually, beginning at the second (2nd) anniversary of the extension(s) in service date, the Company will refund to the customer, the amount exceeding the total present value of the revenue requirement at a rate of 50% of the current year margin associated with the customer's actual throughput.
 - (2) Customers who have posted a bond or letter of credit will be notified of any reduction in surety or guarantee requirements based on the above calculation.
 - (3) No refund shall be made by Company after the five-year refund period and in no event shall the refund exceed the amount of the contribution.
 - ii. If within the five-year period from the extension(s) in service date, additional customers (firm or interruptible) are connected to an interruptible customer's main extension, the Company shall (1) determine the pro rata cost share applicable to the other customer (2) reduce the original customer's contribution requirement by the pro rata cost attributed to the new customer and (3) calculate an MAI for a firm customer through the process described in Section V.¶ 4 of the

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- c) Relocation of Existing Meters and Service Lines: When a customer requests relocation of a meter and/or service line, charges will be made at standard labor and material rates.
 - d) A minimum connection charge, per meter, covering the cost of the installation of the meter and regulator, the service connection, general inspection, and gas turn-on is payable at the time the application for service is submitted. The minimum connection charge is \$100.00 for interruptible customers.
6. TEMPORARY SERVICE – At the discretion of the Company, temporary service may be rendered to a customer's premise. The Company may require the customer to bear the cost of installing and removing the service in excess of any salvage realized. Advance installation payment may be required prior to installing the service. The customer shall pay the regular rates applicable to the class of service rendered.
7. DISPATCHING – Transportation customers will adhere to gas dispatching policies and procedures established by Company to facilitate transportation service. Company will inform customer of any changes in dispatching policies that may affect transportation services as they occur.
8. RULES COVERING GAS SERVICE TO MANUFACTURED HOMES – The rules and regulation for providing gas service to manufactured homes are in accordance with the Code of Federal Regulations (24CFR Part 3280 – Manufactured Homes Construction and Safety Standards) Subpart G and H which pertain to gas piping and appliance installation. In addition to the above rules, the Company also follows the regulations set forth in the NFPA 501A, Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities.

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9. CONSUMER DEPOSITS – A deposit or guarantee shall not be required from any customer or applicant for service who has established good credit. A deposit of up to an estimated two average months' bills or guarantee may be required if the customer or applicant:
- (a) Has a poor credit history with the Company or any other utility having recently served the applicant.
 - (b) Has been disconnected or liable for disconnection for nonpayment of a service bill or any permissible reason which is not in dispute.

All deposits shall be in addition to payment of an outstanding bill.

Interest shall be paid on deposits in excess of \$20.00 at the rate of six percent per year compounded annually. Interest shall be payable from the date of deposit to the date of refund.

The deposit shall be refunded to the customer after twelve consecutive months of continuous prompt payment, upon discontinuation of service, or to satisfy a delinquent service bill. The deposit along with accrued interest shall be credited on the service bill. Direct payment of any balance due the customer shall be made within forty-five (45) days after termination of service.

The Company's procedures on deposit and guarantee requirements shall be in compliance with Minnesota Rules 7820.4200 – 7820.4700, Deposit and Guarantee Requirement.

10. DELIVERY PRESSURE - Delivery of natural gas by Company shall be at such varying pressures as may exist under operating conditions in the pipeline of Company at the point of delivery, and, unless otherwise mutually agreed to, shall not be less than 7" W.C. per square inch gauge pressure. The Customer shall install, operate and maintain, at its own expense, such pressure regulating devices as may be necessary to regulate the pressure of gas after delivery to the Customer.

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11. METERING AND MEASUREMENT:

- (a) Company will meter the volume of natural gas delivered to customer at the delivery point. Such meter measurement will be conclusive upon both parties unless such meter is found to be inaccurate, in which case the quantity supplied to customer shall be determined by as correct an estimate as it is possible to make, taking into consideration the time of year, the schedule of customer's operations and other pertinent facts. Company will test meters in accordance with applicable state utility rules and regulations.
- (b) Transportation customers agree to provide the cost of the installation of electronic data acquisition equipment to Company before transportation service is implemented.

12. MEASUREMENT UNIT FOR BILLING PURPOSES – The measurement unit for billing purposes shall be one (1) decatherm (dk), unless otherwise specified. Billing will be calculated to the nearest one-tenth (1/10) dk. One dk equals 10 therms or 1,000,000 Btu's. Dk's shall be calculated by the application of a thermal factor to the volumes metered. This thermal factor consists of:

- (a) An altitude adjustment factor used to convert metered volumes at local sales base pressure to a standard pressure base of 14.73 psia, and
- (b) A Heating Value adjustment factor used to reflect the heating value of the gas delivered.

13. UNIT OF VOLUME FOR MEASUREMENT – The unit of volume for purpose of measurement shall be one (1) cubic foot of gas at either local sales base pressure or 14.73 psia, as appropriate, and at a temperature base of sixty degrees Fahrenheit (60°F). All measurement of natural gas by orifice meter shall be reduced to this standard by computation methods, in accordance with procedures contained in ANSI-API Standard 2530, First Edition, as amended. Where natural gas is measured with positive displacement or turbine meters, correction to local sales base pressure shall be made for actual pressure and temperature with factors calculated from Boyle's and Charles' Laws. Where gas is delivered at 20 psig or more, the deviation of

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the natural gas from Boyle's Law shall be determined by application of Supercompressibility Factors for Natural Gas published by the American Gas Association, Inc., copyright 1955, as amended or superseded. Where gas is measured with electronic correcting instruments at pressures greater than local sales base, supercompressibility will be calculated in the corrector using AGA-3/NX-19, as amended, supercompressibility calculation. For hand billed accounts, application of supercompressibility factors will be waived on monthly-billed volumes of 250 dk or less.

14. METER READING PROCEDURES - Meters shall be read once a month as nearly as practicable to thirty (30) day intervals. In remote areas, customers may supply meter readings on forms provided by the Company. A Company representative must, however, read the customer's meter at least once every twelve months, at the customer's request, or when there is a change in customer. Meter reading procedures shall be done in accordance with Minnesota Rules 7820.3300.

When access to a meter cannot be gained, the customer fails to supply a meter reading form in time for the billing operation, or in case of emergency, an estimated bill may be rendered. Estimated bills shall be based on the customer's normal consumption for a previous corresponding period. Estimated Billing procedures shall be done in accordance with Minnesota Rules 7820.3400.

15. BILLING ADJUSTMENTS -

- (a) In the event a customer service bill is in error due to an incorrect meter reading, incorrect rate calculation, or other similar reason, the error shall be corrected in accordance with Minnesota Rule 7820.4000. If the error date can be fixed with reasonable certainty, the remedy shall be calculated on the basis of payments for service rendered after that date, but in no event for a period longer than one year before the discovery of an undercharge and three years before the discovery of an overcharge.

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- i. If an overcharge has occurred, the Company shall calculate the difference, plus interest, for the period beginning three years before the date of discovery. Interest will be calculated as prescribed by Minnesota Statutes § 325E.02(b). If the recalculated bills indicate that more than one dollar (\$1.00) is due an existing customer or two dollars (\$2.00) is due a person no longer a customer of the Company, the full amount shall be refunded to the Customer. The refund to an existing Customer may be in cash or as a credit on the bill. If a refund is due a person no longer a Customer of the Company, the Company shall mail to the customer's last known address either a refund, or a notice that the customer has three months in which to request a refund from the Company.
- ii. If an undercharge has occurred, the Company shall calculate the difference for the period beginning one year before the date of discovery. If the recalculated bills indicate that the amount due the Company exceeds ten dollars (\$10.00), the Company may bill the customer for the amount due. The Company will not bill for any undercharge incurred after the date of a customer inquiry or complaint if the Company failed to begin investigating the matter within a reasonable time and the inquiry or complaint ultimately resulted in the discovery of the undercharge.

The Company shall offer a payment agreement to customers who have been undercharged if no culpable conduct by the customer or resident of the customer's household caused the undercharge. The agreement shall cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable to the customer and the Company, except that the duration of a payment agreement offered by the Company to a customer whose household income is at or below 50 percent of the state median household income must consider the financial circumstances of the customer's household. No interest or delinquency fee shall be charged as part of an undercharge agreement.

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- (b) Fast Meters - Whenever any meter is found upon test to have an average error of more than two percent (2%) fast, the Company shall refund to the Customer the overcharge. If the error is due to a cause the date of which can be determined with reasonable certainty, then the refund will be computed from that date, but in no event for a period longer than one (1) year. If the period of the inaccuracy cannot be determined, then it shall be assumed that the full amount of the inaccuracy existing during the last half of the period since the meter was last tested but not to exceed six months.

If the recalculated bills indicate that more than one dollar (\$1.00) is due an existing customer or two dollars (\$2.00) is due a person no longer a customer of the Company, the full amount of the calculated difference, plus interest, between the amount paid and the recalculated amount shall be refunded to the Customer. The refund to an existing Customer may be in cash or as a credit on the bill. If a refund is due a person no longer a Customer of the Company, the Company shall mail to the customer's last known address either a refund, or a notice that the customer has three months in which to request a refund from the Company.

- (c) Slow Meters - Whenever any meter is found upon test to have an average error of more than two percent (2%) slow, the Company may charge for the gas consumed during the period of inaccuracy but not included in bills previously rendered. If the error is due to a cause the date of which can be determined with reasonable certainty, then the Company may bill the Customer for the amount that the test indicates has been undercharged for the period of the inaccuracy, but not for a period longer than one (1) year. If the period of inaccuracy cannot be determined, then the charge shall be based on a corrected meter reading for a period equal to one-half of the time elapsed since the previous test, but not to exceed six months. For the purpose of this billing adjustment, the meter error shall be one-half of the algebraic sum of the error at full-rated flow plus the error at check flow. No back-billing from the time of notification by the Customer will be sanctioned if the Customer has called to the Company's attention his/her doubts as to the meter's accuracy and the Company has failed, within a reasonable time, to check it.

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If the recalculated bills indicate that the amount due the Company exceeds ten dollars (\$10.00), the Company may bill the Customer for the amount due. The first billing rendered shall be separated from the regular bill and the charges explained in detail.

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

16. BILLING AND TERMS OF PAYMENT - A service bill shall be submitted by the Company to the customer once a month as nearly possible to thirty (30) day intervals. Scheduled billing intervals shall not be less than twenty-five (25) days.

Service bills will be due twenty two (22) days from the current billing date. If payment is not recorded to the customer's account prior to the next scheduled billing date, amounts in excess of \$10.00 are subject to a late payment charge as itemized on the effective rate schedule.

Payments shall be credited to the oldest outstanding account balance before application of the above late payment charge. The late payment charge shall be calculated on the lesser of the outstanding account balance or the outstanding scheduled payments of those customers delinquent on either a budget billing or payment schedule plan.

The Company shall offer a payment agreement for the payment of arrears. Payment agreements shall consider a customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit shall be charged to continue service to a customer who has entered and is reasonably on time under an accepted payment agreement.

17. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY – Priority of Service from Highest to Lowest:
- (a) Priority 1 – Firm sales services.
 - (b) Priority 2 – Small interruptible sales and small interruptible transportation services at the maximum rate on a pro rata basis.
 - (c) Priority 3 – Large interruptible sales and large interruptible transportation services at the maximum rate on a pro rata basis.

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

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

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

- 18. RETURNED CHECK CHARGE – A charge of \$18.25 will be collected by the Company for each check charged back to the Company by a bank.
- 19. TAX CLAUSE – To the total monthly bill computed as provided under the Customer General Terms and Conditions, Company shall have the right to add all or any part of the amount by which the cost to Company of the natural gas delivered to the Customer is increased in any month by any new or additional excise tax levied. The term "excise tax" wherever used in these schedules shall mean any occupation, production, severance, transportation, pipeline, footage, sales, or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon or in respect to the production severance, transportation, or sale of natural gas sold by Company to the Customer whether under direct imposition or pursuant to the terms of any present or future contract.
- 20. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service disconnected shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, or telephone call to the Company's Customer Service Center. Saturdays, Sundays and legal holidays are not considered business days.

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

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

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

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

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

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

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

22. RECONNECTION OF SERVICE –

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

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

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

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

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

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

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

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

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

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

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- (b) In the event that there has been unauthorized use of service, customer shall be charged for:
- (1) Time, material and transportation costs used in investigation.
 - (2) Estimated charge for non-metered gas.
 - (3) On-premise time to correct situation.
 - (4) Any damage to Company property.
- (c) Reconnection of Service:
Customer service so disconnected shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid all charges as hereinafter set forth in this procedure.
- (1) All delinquent bills, if any.
 - (2) The amount of any Company revenue loss attributable to said tampering.
Expenses incurred by the Company in replacing or repairing the meter or other appliance costs incurred in preparation of the bill, plus costs as outlined in paragraph 23(b) above.
 - (4) Reconnection fee applicable.
 - (5) A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with Commission Rules.
24. CUSTOMER COMPLAINTS – The Company shall establish procedures whereby qualified personnel shall be available during regular business hours to receive and, if possible, resolve all customer inquiries, requests, and complaints.

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

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

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

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

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

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

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

27. COLD WEATHER RULE – Applicable to residential customers

(a) DEFINITIONS:

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

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- (3) Disconnection – the involuntary loss of utility heating service as a result of a physical act by the Company to discontinue service. Disconnection includes installation of a service or load limiter or any device that limits or interrupts utility service in any way.
- (4) Household income – the combined income, as defined in Minn. Stat. 290A.03, subd. 3, of all residents of the customer's household, computed on an annual basis. Household income does not include any amount received for energy assistance.
- (5) Reasonably timely payment – payment posted within five working days of agreed-upon due dates.
- (6) Reconnection – the restoration of utility heating service after it has been disconnected.
- (7) Summary of rights and responsibilities – a notice approved by the Minnesota Public Utilities Commission (Commission) that contains, at a minimum, the following:
 - i. An explanation of the provisions of Minn. Stat. §216B.096, subd. 5 (cold weather rule);
 - ii. An explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - iii. A third party notice;
 - iv. Ways to avoid disconnection;
 - v. Information regarding payment agreements;
An explanation of the customer's right to appeal a determination of income by the Company and the right to appeal if the Company and the customer cannot arrive at a mutually acceptable payment agreement; and
 - vi. A list of names and telephone numbers for county and local energy assistance and weatherization providers in each county served by the Company.
- (8) Third-party notice – a Commission-approved notice containing, at a minimum the following information:
 - i. A statement that the Company will send a copy of any future notice of proposed disconnection of utility heating service to a third party designated by the residential customer;
 - ii. Instructions on how to request this service; and

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- i. A statement that the residential customer should contact the person the customer intends to designate as the third-party contact before providing the Company with the party's name.
 - (9) Utility – Great Plains Natural Gas Co. (Company)
 - (10) Utility heating service – natural gas or electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the customer's primary residence.
 - (11) Working days –Mondays through Fridays, excluding legal holidays. The day of receipt of a personally served notice and the day of mailing of a notice shall not be counted in calculating working days.
- (b) COMPANY OBLIGATIONS BEFORE COLD WEATHER PERIOD:
Each year between August 15 and October 1, the Company must provide all customers, personally or by first class mail, a summary of rights and responsibilities. The summary must also be provided to all new residential customers when service is initiated.
- (c) NOTICE BEFORE DISCONNECTION DURING COLD WEATHER PERIOD:
Before disconnecting utility heating service during the cold weather period, the Company must provide, personally or by first class mail, a Commission – approved notice to a customer, in easy-to-understand language, that contains, at a minimum, the date of the scheduled disconnection, the amount due, and a summary of rights and responsibilities.
- (d) COLD WEATHER RULE: During the cold weather period, the Company may not disconnect and must reconnect utility heating service of a customer whose household income is at or below 50 percent of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement with the Company that is based on the financial resources and circumstances of the household, provided that, the Company may not require a customer to pay more than 10 percent of the household income toward current and past utility bills for utility heating service.

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

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

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

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

(e) VERIFICATION OF INCOME:

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

- (1) Accept the signed statement of a customer that the customer is income eligible;
- (2) Obtain income verification from a local energy assistance provider or a government agency;
- (3) Consider one or more of the following:
 - i. The most recent income tax return filed by members of the customer's household;
 - ii. For each employed member of the customer's household, paycheck stubs for the last two months or a written statement from the employer reporting wages earned during the preceding two months.
 - iii. Documentation that the customer receives a pension from the Department of Human Services, the Social Security Administration, the Veteran's Administration, or other pension provider;

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- iv. A letter showing the customer's dismissal from a job or other documentation of unemployment; or
 - v. Other documentation that supports the customer's declaration of income eligibility.
- (4) A customer who receives energy assistance benefits under any federal, state, or county government programs in which eligibility is defined as household income at or below 50 percent of state median income is deemed to be automatically eligible for protection under the Cold Weather Rule and no other verification of income may be required.
- (f) PROHIBITIONS AND REQUIREMENTS:
- (1) This section applies during the cold weather period.
 - (2) The Company may not charge a deposit or delinquency charge to a customer who has entered into a payment agreement or a customer who has appealed to the Commission under ¶ 27(g) and Minn. Stat. 216B.096 subd. 8.
 - (3) The Company may not disconnect service during the following periods:
 - i. During the pendency of any appeal under ¶ 27(g) and Minn. Stat. 216B.096, subd. 8;
 - ii. Earlier than ten working days after the Company has deposited in first class mail, or seven working days after the Company has personally served, the notice required under ¶ 27(c) and Minn. Stat. 216B.096, subd. 4 to a customer in an occupied dwelling.
 - iii. Earlier than ten working days after the Company has deposited in first class mail the notice required under ¶ 27(c) and Minn. Stat. 216B.096, subd. 4 to the recorded billing address of the customer, if the Company has reasonably determined from an on-site inspection that the dwelling is unoccupied;

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- iv. On a Friday, unless the Company makes personal contact with, and offers a payment agreement consistent with this section to the customer;
- v. On a Saturday, Sunday, holiday, or the day before a holiday;
- vi. When the Company offices are closed;
- vii. When no Company personnel are available to resolve disputes, enter into payment agreements, accept payments, and reconnect service; or
- viii. When the Commission offices are closed.

(4) The Company may not discontinue service until the Company investigates whether the dwelling is actually occupied. At a minimum, the investigation must include one visit by the Company to the dwelling during normal working hours. If no contact is made and there is reason to believe that the dwelling is occupied, the Company must attempt a second contact during non-business hours. If the personal contact is made, the Company representative must provide notice required under ¶ 27(c) and Minn. Stat. 216B.096, subd. 4 and, if the Company representative is not authorized to enter into a payment agreement, the telephone number the customer can call to establish a payment agreement.

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

(g) DISPUTES; CUSTOMER APPEALS:

- (1) The Company must provide the customer and any designated third party with a Commission-approved written notice of the right to appeal:
 - i. A Company determination that the customer's household income is more than 50 percent of state median household income; or

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GREAT PLAINS NATURAL GAS CO.

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- ii. When the utility and customer are unable to agree on the establishment or modification of a payment agreement.
- (2) A customer's appeal must be filed with the commission no later than seven working days after the customer's receipt of a personally served appeal notice or within ten working days after the Company has deposited a first class appeal notice.
- (3) The Commission must determine all customer appeals on an informal basis, within 20 working days of receipt of a customer's written appeal. In making its determination, the Commission must consider one or more of the factors in ¶ 27(e) and Minn. Stat. 216B.096, subd. 6.
- (4) Notwithstanding any other law, following an appeals decision adverse to the customer, the Company may not disconnect utility heating service for seven working days after the Company has personally served a disconnection notice, or for ten working days after the Company has deposited a first class mail notice. The notice must contain, in easy-to-understand language, the date on or after which disconnection will occur, the reason for disconnection, and ways to avoid disconnection.
- (h) CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME: During the cold weather period, a customer whose household income is above 50 percent of state median income:
- i. Has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
 - ii. May not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by the Company.
- ¶ 27 (f) does not apply to customers whose household income is above 50 percent of state median income.

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- (i) REPORTING: Annually on November 1, the Company must electronically file with the Commission a report, in a format specified by the Commission, specifying the number of heating service customers whose service is disconnected or remains disconnected for nonpayment as of October 1 and October 15. If customers remain disconnected on October 15, the Company must file a report each week between November 1 and the end of the cold weather period specifying:
 - (1) The number of heating service customers that are or remain disconnected from service for nonpayment; and
 - (2) The number of heating service customers that are reconnected to service each week.

The Company may discontinue weekly reporting if the number of heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under ¶ 27 (i) are presumed to be accurate upon submission and must be made available through the Commission’s electronic filing system.

- (j) NOTICE OF UTILITY DISCONNECTION: Notwithstanding Minn. Stat. §13.685 or any other law or administrative rule to the contrary, upon written request from a city or the department, on October 1 and November 1 of each year, or the next business day if that date falls on a Saturday or Sunday, a report must be made available to the city or the department of the address of properties currently disconnected and the date of the disconnection. Upon written request from a city or the department, between October 1 and April 30, daily reports must be made available of the address and date of any newly disconnected properties. A city provided notice under this paragraph must provide the information on disconnection to the police and fire departments of the city within three business days of receipt of this notice.

For the purpose of this paragraph, “disconnection” means a cessation of services initiated by the Company that affects the primary heat source of a residence and service is not reconnected within 24 hours.

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28. EXCESS FLOW VALVE – In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company will install an excess flow valve on an existing service line at the customer's request at a mutually agreeable date. At the time of the customer's request Great Plains will provide the customer with a detailed explanation of the estimated installation costs identifying specific line items and the per hour rates that the customer would be charged. The actual cost of the installation excluding the cost of the excess flow valve and any other physical property necessary to install the excess flow valve, will be assessed to the customer.

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