



# GREAT PLAINS NATURAL GAS CO.

A Division of Montana-Dakota Utilities Co.

## State of Minnesota Gas Rate Schedule – MNPUC Volume 3

Section No. 5  
Original Sheet No. 5-56

### RENEWABLE NATURAL GAS PRODUCER ACCESS AND INTERCONNECTION SERVICE Rate 87

**Availability:**

Service under this rate schedule is available to producers of renewable natural gas (RNG) whose RNG meets or exceeds the Company’s Quality Specifications and who has entered into both a (1) RNG Facilities Interconnect Agreement and (2) RNG Producer Access and Maintenance Agreement for the purpose of delivering RNG utilizing Great Plains’ distribution system.

Once approved as a customer under the rate schedule, the acceptance of a producer’s RNG is contingent on the RNG meeting the testing and quality requirements set forth in the Interconnect Agreement on an ongoing basis.

**Rate:**

Access Fee	\$260.00 per month
Access Commodity Charge	\$0.8189 per dk
Routine Maintenance Fee	Specified in RNG Producer Access and Maintenance Agreement. Costs shall be estimated annually with an actual cost true-up of estimated costs reflected in producer’s Routine Maintenance Fee. The annual fee will be divided by twelve and billed monthly to producer.
Extraordinary Maintenance Fee	Billed in full following the occurrence of any such costs.

Renewable Natural Gas Producer Access and Interconnection Service is not subject to charges billed under the Conservation Improvement Program, Gas Affordability Program, or the Gas Utility Infrastructure Adjustment.

**Minimum Bill:**

Access Fee and Routine Maintenance Fee.

**Late Payment Charge:**

If the unpaid balanced 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

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balance if the bill is not paid within 22 days of the current billing period. No late payment charge will be assessed if the unpaid balance is \$10.00 or less.

#### **Nomination and Balancing Requirements:**

1. Nomination requirements shall be performed in accordance with the RNG Producer Access and Maintenance Agreement entered into by, and between, the Company and the producer.
2. Balancing Requirements:
  - (a) Daily Imbalance - To the extent practicable, producer and the Company agree to the daily balancing of volumes of gas received on a thermal basis. Such balancing is subject to the producer's request and the Company's discretion to vary scheduled receipts within existing Company operating limitations.
    - i. In the event that the deviation between scheduled daily volumes and actual daily volumes of gas used by customer causes the Company to incur any additional costs from interconnecting pipeline(s), customer shall be solely responsible for all such penalties, fines, fees or costs incurred. If more than one customer has caused the Company to incur these additional costs, all costs will be prorated to each customer based on the customer's over- or under-delivery as a percentage of the total.
  - (b) Monthly Imbalance - The producer's monthly imbalance is the difference between the amount of gas nominated by producer and the producer's actual metered injections, plus the lost and unaccounted for factor. Monthly imbalances will not be carried forward to the next calendar month.
    - i. Over-nomination Purchase Payment – If the monthly imbalance is due to less gas received from producer than nominated, the producer shall pay the Company an Over-nomination Purchase Payment in accordance with the following schedule:

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<u>% Monthly Imbalance</u>	<u>Over-nomination Purchase Rate</u>
0 – 5%	100% Cash-in Mechanism
> 5 – 10%	115% Cash-in Mechanism
> 10 – 15%	130% Cash-in Mechanism
> 15 – 20%	140% Cash-in Mechanism
> 20%	150% Cash-in Mechanism

Where the Cash-in Mechanism is equal to the greater of the Company's WACOG or the Index Price, as defined in Paragraph 2(b)(iii).

- ii. Under-nomination Purchase Payment – If the monthly imbalance is due to more gas received from producer than nominated, the Company shall pay the producer an Under-nomination Purchase Payment in accordance with the following schedule:

<u>% Monthly Imbalance</u>	<u>Under-nomination Purchase Rate</u>
0 – 5%	100% Cash-out Mechanism
> 5 – 10%	85% Cash-out Mechanism
> 10 – 15%	70% Cash-out Mechanism
> 15 – 20%	60% Cash-out Mechanism
> 20%	50% Cash-out Mechanism

Where Cash-out Mechanism is equal to the lesser of the Company's WACOG or the Index Price, as defined in Paragraph 2(b)(iii).

- iii. The Index Price shall be the arithmetic average of the "Weekly Weighted Average Prices" published by Gas Daily for Emerson, Viking GL; Northern, Ventura; and Northern, demark during the given month. The Company's WACOG (Weighted Average Cost of Gas) includes the commodity cost of gas and applicable transportation charges including the fuel cost of transportation.

3. Daily Nomination Requirements: Customer agrees to communicate, to Company, the following month's daily quantity of RNG no later than the 25<sup>th</sup>

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calendar day prior to the start of the applicable month. Communication shall be performed through electronic means as directed by the Company. The Company reserves the right to deny such request pursuant to the Company's sole determination of available receipt quantity. Failure to produce the requested daily quantity shall be remedied as outlined in Section 2 Balancing Requirements.

#### General Provisions:

1. In order to qualify for service under this rate schedule, a producer must first request service pursuant to the provisions set forth herein. The service shall be provided only to the extent that the Company's existing operating capacity, interconnection location and capacity, and other factors are met in the Company's sole discretion.
2. Eligible producers shall enter into two separate agreements prior to the commencement of service under this rate schedule:
  - (a) RNG Facilities Interconnect Agreement - The Interconnect Agreement shall provide the construction and operational requirements necessary for a producer to interconnect to Great Plains' distribution system. The agreement will further provide the operational, gas quality and safety requirements necessary for ongoing interconnection access once the producer's facilities are in service.
  - (b) RNG Producer Access and Maintenance Agreement - The Access and Maintenance Agreement shall provide the fees and conditions of service required for a producer to access and inject RNG into Great Plains' distribution system.
  - (c) Separate Interconnect Agreements and Access and Maintenance Agreements must be signed for each point of interconnection. Rate 87 service and agreements will continue in effect for one (1) year from in-service date of facility. Upon expiration of the initial term, service and the agreements shall continue month to month thereafter until either party furnishes the other party sixty (60) days prior written notice of termination.
3. Eligible producers shall pay for all equipment necessary to effectuate deliveries at the point of interconnection to Great Plains' distribution system, including but not limited to valves, meters, telemetry equipment, gas quality measurement, odorant, and other equipment necessary to regulate and

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deliver pipeline quality RNG at the point of interconnection. Equipment must be installed and operational prior to the commencement of any service under this rate schedule.

4. Prior to construction, the producer shall contribute an amount equal to the total estimated cost of construction, including all equipment identified in the Interconnect Agreement, and as adjusted for applicable federal and state income taxes. The amount paid by the producer shall be considered a contribution in aid of construction (CIAC).
  - (a) Upon completion of construction, the contribution amount will be adjusted to reflect actual costs and an additional charge may be levied or a refund made.
5. The Company shall have the right to refuse or interrupt deliveries at the point of interconnection, without being required to give previous notice of intention, whenever, in its judgement, it may be necessary to do so to protect the interests of the Company's customers.
6. The producer warrants that it will have title to all gas it tenders or causes to be tendered to the Company, and such gas shall be free and clear of all liens and adverse claims and the producer shall indemnify the Company against all damages, costs, and expenses of any nature whatsoever arising from every claim against said gas.
7. Natural gas delivered to a producer for the operation of the producer's facilities shall be billed at the Company's otherwise applicable rate schedule. A separate service agreement may be necessary for the provision of that service, dependent on the service being taken.
8. The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

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