



# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of Wyoming Gas Rate Schedule

W.P.S.C. Tariff No. 6  
Original Sheet No. 80

### CONDITIONS OF SERVICE

#### Rate 100

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#### 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 Public Service Commission of Wyoming 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.

**COMMISSION AND COMMISSIONER** - The Public Service Commission of Wyoming or a member thereof respectively.

**COMPANY** - Montana-Dakota Utilities Co. (Montana-Dakota).

**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 nor 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.

**CORE FIRM SERVICE** - Firm sales service under rate schedules 60, 70, and 72.

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**CURTAILMENT** - A reduction of transportation or retail natural gas service deemed necessary by the Company.

**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 provided in these rules or in a rate schedule.

**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.

**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.

**NOMINATION** - The daily dk volume, of natural gas requested by customer for transportation and delivery to customer at the delivery point during a gas day.

**NON-CORE INTERRUPTIBLE SERVICE** - Interruptible sales or transportation service under rate schedules 71, 81, 82, and 85.

**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.

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#### III. CUSTOMER OBLIGATIONS:

1. 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 written 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.

Any customer may be required to make a deposit as required.

2. 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 insure that such equipment will conform to the Company's ability to adequately serve such installations with gas.
3. ACCESS TO CUSTOMER'S PREMISES - Company representatives, when properly identified, shall have access to customer's premises at all reasonable times for the purpose of reading meters, making repairs, making

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inspections, removing the Company's property, or for any other purpose incidental to the service.

4. 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.
5. 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.
6. RELOCATED LINES – Where Company facilities are located on a public or private utility easement and there is a building encroachment(s), over gas facilities (Company-owned main, Company-owned service line or customer-owned service line) the customer shall be charged for line relocation on the basis of actual costs incurred by the Company including any required easements.
7. 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.
8. 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.
9. 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.

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#### IV. LIABILITY:

1. CONTINUITY OF SERVICE - The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular 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.
2. CUSTOMER'S EQUIPMENT - Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, expressed 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.
3. 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, appliances or devices on the customer's premises, except loss, injuries, death, or damages resulting from the negligence of the Company.
4. 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.
5. 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 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

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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 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.

#### V. GENERAL TERMS AND CONDITIONS:

1. AGREEMENT - Upon request of the Company, customer may be required to enter into an agreement for any service.

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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. Residential Gas Service is defined as service for general domestic household purposes in space occupied as living quarters, designed for occupancy by one family. Typical service would include the following: separately metered units, such as single private residences, single apartments and mobile homes (this is not an all-inclusive list). In addition, auxiliary buildings on the same premise as the living quarters, used for residential purposes, may be served on the residential rate.
  - b. General Gas Service is defined as service provided to nonresidential services, such as a business enterprise in space occupied and operated for nonresidential purposes. Typical service would include stores, offices, shops, restaurants, sorority and fraternity houses, boarding houses, hotels, service garages, wholesale houses, filling stations, barber shops, beauty parlors, apartment houses with master metering exemptions, common areas of shopping malls or apartments (such as halls or basements), churches, elevators, schools and facilities located away from the home site (this is not an all-inclusive list).
  - c. The definitions above are based upon the supply of service to an entire premise through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

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- d. 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 nonresidential purposes), 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 General) applicable to the type of service which constitutes 50% or more of his total connected load.
  - e. These rules will not change the classification of existing customers who were served gas prior to 10/1/88 except in the event of a different customer taking responsibility for the account.
  - f. 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 which no specific rate schedule is applicable shall be billed on the General Gas Service Rate.
4. 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.
  5. 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 Home 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. This information is available at Montana-Dakota Utilities Co.'s offices.
  6. CONSUMER DEPOSITS - The Company may require a deposit from an applicant for gas service or an existing customer in accordance with the following criteria:

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- a. The Company may require from any customer or prospective customer a deposit intended to guarantee payment of current bills. This required deposit shall not be considered as an advance payment of bills for service to be rendered, but shall be held as security for payment of bills for service rendered and may be applied in payment of such bills only in the event service is discontinued.
- b. Residential - A residential customer who files bankruptcy, or who engages in theft of gas service, fraud, subterfuge or does not supply proper identification, will be required to pay a deposit in an amount not to exceed an average estimated 90 days' bill of the customer. A residential customer, who is required to pay a deposit shall pay the deposit in one lump sum prior to continuance of service or shall enter into a written agreement providing for payment of the deposit in installments agreed upon by Company provided that the first of the payments is made at the time the deposit is requested.
- c. Non-Residential - Payment of deposit will be required at application for service if an applicant has not previously established service on a non-residential account with the Company. If a deposit is not required at application for service or has been refunded to the customer, the Company will require a deposit thereafter when a customer files bankruptcy or engages in theft of service, fraud, subterfuge, does not supply proper identification, is shut-off for nonpayment, or initiates service with an unknown credit status. The deposit for a non-residential applicant or customer will not exceed the estimated charge for an estimated 90 days' bill at the premises. A non-residential customer, who is required to pay a deposit shall pay the deposit in one lump sum prior to the continuance of service or shall enter into a written agreement providing for payment of the deposit in installments agreed upon by Company provided that the first of the payments is made at the time the deposit is requested.
- d. The Company may accept in lieu of a cash deposit a bond or letter of credit signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash deposit is

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guaranteed. The term of such contract shall be indeterminative, but it shall automatically terminate when the customer gives notice of service discontinuance to the Company or a change in location covered by the guarantee agreement or sixty days after written request for termination is made to the utility by the guarantor. However, no agreement shall be terminated without the customer having made satisfactory settlement for any balance which the customer owes the Company. Upon termination of a guarantee contract, a new contract or a cash deposit may be required by the Company.

- e. If a usage history is unavailable for the premises, the Company will estimate usage using established calculation procedures, including the input rating of the customer's gas equipment and temperature date.
- f. A deposit shall earn interest at the rate set forth pursuant to Section 241(c) of the Wyoming Public Service Commission's Procedural Rules and Special Regulations. Interest shall be credited to the customer's account annually during the month of December. Effective interest rate: <http://www.montana-dakota.com/RatesTariffs/WYInterest.pdf>
- g. Deposits shall be refunded to customers at termination provided all billings for service have been paid. Deposits will be refunded to all active customers, after the deposit has been held for twelve months, provided there has been no requirement to disconnect service and bills have been paid by the payment due date.

#### 7. 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.
- b. Meter Testing
  - 1) Company's Testing - The Company's ongoing meter testing program is set forth in Rate 136.

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- 2) Customer's Request - Upon request of the customer, the Company will complete a meter test of customer's meter. If such test shows the average error of the meter to be 2% or less, the customer will pay for the test if the meter has already been tested within the previous twelve months. See §VI.1.f. for the applicable charges. If a tested meter shows an average error greater than plus or minus 2%, the Company will refund any overbilling, and the customer will pay any underbilling, based on the nearest corresponding equal period of use by the customer at the premises when the meter was operating accurately. Correction of consumption and billing of fast or slow meters will be limited to six months immediately preceding the date of removal of the meter for testing, except in cases where tampering is evident or access has been denied. See paragraph 20 and §III.3.
- c. Transportation customers agree to provide the cost of the installation of remote data acquisition equipment to Company before transportation service is implemented.
8. 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 Btu adjustment factor used to reflect the heating value of the gas delivered.
9. 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

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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 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 handbilled accounts, application of supercompressibility factors will be waived on monthly billed volumes of 250 dk or less.

Local sales base pressure is defined as four (4) ounces per square inch gauge pressure plus local average atmospheric pressure.

10. 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 gas 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.
  - d. Priority 4 - Small interruptible sales and small interruptible gas 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 - Large interruptible sales and 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.
  - f. Priority 6 - Gas scheduled to clear imbalances.

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Montana-Dakota 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 Montana-Dakota's system.

Montana-Dakota reserves the right to provide service to customers with a 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, Montana-Dakota will reinstate sales and/or transportation of gas according to each customer's original priority.

11. LATE PAYMENT - Amounts billed will be considered past due if not paid by the due date shown on the bill. An amount equal to the percentage set forth in §VI.2. will be applied to any unpaid balance existing at the immediate subsequent billing date, provided however, that such amount shall not apply where a bill is in dispute or a formal complaint is being processed. All payments received will apply to the customer's account prior to calculating the late payment charge. Those payments applied shall satisfy the oldest portion of the bill first.
12. RETURNED CHECK CHARGE - A charge as set forth in §VI.1.b. will be collected by the Company for any check not honored by the customer's bank for any reason.
13. TAX CLAUSE
  - a. In addition to the charges provided for in the gas tariffs of the Company, there shall be charged pro rata amounts which, on an annual basis, shall be sufficient to yield to the Company the full amount, plus 2% for accounting and billing costs, of:
    - 1) Any sales, use or excise taxes (including the taxes imposed by Sheridan Ordinance No. 958), whether they be denominated as license taxes, occupation taxes, business taxes, privilege taxes, or otherwise levied against or imposed upon the Company by any

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# Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

## State of Wyoming Gas Rate Schedule

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municipality, political subdivision, or other entity, for the privilege of conducting its utility operations therein.

2) Any payment under any gas franchise ordinance amounting to more than 1% annually of the gross gas revenue derived by the Company from gas business within the corporate limits of the municipality, political subdivision, or other entity, imposing the payment.

b. The charges to be added to the customers' service bills under this clause shall be limited to the customers within the corporate limits of the municipality, political subdivision, or other entity imposing the tax.

#### 14. UTILITY CUSTOMER SERVICES:

a. The following services will be performed at no charge regardless of the time of performance:

1. Fire and explosions calls.
2. Investigate hazardous condition on customer premises, such as gas leaks, odor complaints, combustion gas fumes.
3. Maintenance or repair of Company-owned facilities on the customer's premises.
4. Pilot relights necessary due to an interruption in gas service Deemed to be the Company's responsibility.

b. The following service calls will be performed at no charge during the Company's regular business hours:

1. A reconnection of service to an existing facility (cut-in) or a disconnection of service (cut-out).
2. Lighting pilots, inspecting, and adjusting gas equipment in connection with establishing service when working cut-in orders.

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3. High bills or inadequate service complaints.
  4. Location of underground Company facilities and customer-owned gas service lines for contractors, builders, plumbers, etc.
  5. Service calls for routine cut-ins, when the order is received prior to 12:00 p.m. on a regular work day, requiring service on the date the order is received, will be considered as non-chargeable regardless if work is performed outside of normal working hours.
15. UTILITY SERVICES PERFORMED AFTER NORMAL BUSINESS HOURS – For service requested by customers after the Company's normal business hours and on Saturday, Sunday, or legal holidays, a charge will be made for labor at the overtime service rate and material at retail prices.
- Customers requesting service after the Company's normal business hours will be informed of the after hour service rate and encouraged to have the service performed during normal business hours.
16. NOTICE TO DISCONTINUE GAS SERVICE – Customers desiring to have their gas service discontinued shall notify the Company during regular business hours, one business day before service is to be disconnected. Such notice shall be by letter, personal visit or telephone call to the Company's local business office, in communities in which an office is maintained. In other communities such notice shall be given to the Company's representative who services the community or to the nearest business office. Saturdays, Sundays and legal holidays are not considered business days.
17. RECONNECTION FEE FOR SEASONAL OR TEMPORARY CUSTOMER – A customer who requests reconnection of service, at a location where same customer discontinued the same service during the preceding 12-month period will be charged the Basic Service Charge applicable during the period service was not being used or a minimum of \$30.00 during normal business hours. The minimum will be based on standard overtime rates for reconnecting service after normal business hours.

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Transportation customers who cease service and then resume service within the succeeding 12 months shall be subject to a reconnection charge as set forth in §VI.1.e. whenever reinstallation of the required remote data acquisition equipment is necessary.

18. DISCONTINUANCE OF SERVICE FOR NONPAYMENT OF BILLS – All amounts billed for service are due when rendered and will be considered delinquent if not paid by due date shown on the bill. If any customer shall become delinquent in the payment of amounts billed, such service may be discontinued by the Company in accordance with Section 242. Rules of the Public Service Commission of the State of Wyoming.
  - a. Residential Termination Notice – A bill for residential service is considered to be delinquent when not paid within 22 days of the date the bill is rendered. The Company may terminate residential service by reason of nonpayment after issuing a disconnect notice and upon not less than 7 days' written notice of proposed termination. The disconnect notice will be mailed or delivered to the account holder and to any third party previously designated by the account holder.
    1. Landlord Account Holders – When the Company is terminating service for nonpayment by a landlord, the Company shall post, mail, or deliver to each known tenant a written notice, excluding the dollar amount, informing the tenant only of the impending disconnection and advising each tenant it has 15 days to arrange directly for service, as permitted by the available facilities. The tenant shall not be held responsible for the landlord's delinquent utility billings. The Company will post the notice at a central location on or in the rental building if all tenants cannot be identified.
    2. Handicapped or Seriously Ill Persons - The Company will notify the customer, as part of the impending disconnection of residential service that, if within the 7-day notice period the customer can provide written health care documentation that a member of the customer's household is handicapped or seriously ill, it will grant 15 days in addition to the 7 days' notice (22 days total) for bill payment. The terms handicapped and seriously ill include those persons

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whose physical health or safety would be seriously endangered if Company's natural gas service were discontinued.

3. Persons Dependent on Life Supporting Equipment - The Company shall provide 30 days' notice to a household if any person residing therein is dependent on life supporting equipment requiring the Company's natural gas service. The Company will not disconnect service if the customer provides within the 7-day notice period a medical doctor's statement that a member of the household is dependent upon a life support system, and the customer enters into a written deferred payment agreement with the utility and complies with that agreement. If the customer fails to comply with the written payment agreement, the Company may then issue a 7-day written termination notice.

b. Non-Residential Termination Notice – If a bill for non-residential service is not paid within 22 days of the date the bill is rendered, the Company may discontinue non-residential service by reason of nonpayment upon not less than three days written notice.

c. Reconnection After Nonpayment - To have service restored after termination for nonpayment, a residential or a non-residential customer must first pay a service charge for reconnection as set forth in §VI.1.c., Service Charges, and must also pay the delinquent balance in full or execute a written deferred payment agreement, if eligible. The Company may also require a deposit to secure payment of future gas bills. See Paragraph 6 CONSUMER DEPOSITS.

d. Termination - A termination under this section may only be effected between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday and not a legal holiday or the day preceding a legal holiday.

19. PROHIBITIONS AGAINST SERVICE TERMINATION - The Company shall not terminate service for bill nonpayment under the following conditions:

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1. On a legal holiday as defined by Wyoming Statutes §8-4-101, or the day before such a legal holiday;
2. During the period from December 24, through January 2, inclusive;
3. On any day in which the Company cannot reconnect service;
4. If the customer enters into an arrangement with the utility for payment of the delinquent billing over a reasonable time and the customer complies with payment arrangements. The company shall make every effort to ensure that the payment arrangement is in writing;
5. If there are monies owed due to meter or other billing error, and the customer complies with payment arrangements;
6. If the company has commenced providing service to a customer without obtaining a payment agreement for bill nonpayment at a customer's previous address, and the customer has paid the utility's bills on time at his new address;
7. If a customer pays a bill on time for a specific service at a specific location, even though the customer is receiving another service that is subject to disconnection for bill nonpayment;
8. For nonutility services or appliance or merchandise provided by, or sold by, the Company to a customer;
9. If a customer is paying his bills on time, even though a prior customer of the utility, including a spouse who is delinquent, is cohabiting or living in the same house; or
10. If a utility bill, or part of a bill, is legitimately in dispute, and if the customer duly pays the utility bill, or bill portion, not in dispute.

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20. DISCONTINUANCE OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS -The Company reserves the right to discontinue service for any of the following reasons:
- a. In the event of customer use of equipment in such a manner as to adversely affect the company's equipment or service to others.
  - b. In the event of tampering with the equipment furnished and owned by the Company.
  - c. For violation of or noncompliance with the Company's rules on file with the Commission.
  - d. For failure of the customer to fulfill the contractual obligations imposed as conditions of obtaining service.
  - e. For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and any delay on the part of the Company in exercising such rights, or omission of any action permissible hereunder, shall not be deemed a waiver of its rights to exercise same.

Nothing in these regulations shall be construed to prevent discontinuing service without advance notice for reasons of safety, health, cooperation with civil authorities, or fraudulent use, tampering with or destroying Company facilities.

The Company may collect a reconnect fee, as prescribed in §VI.1.c. before restoring gas service which has been disconnected for the above causes.

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21. UNAUTHORIZED USE OF SERVICE - Unauthorized use of service is defined as any deliberate interference or tampering with a Company meter, pressure regulator, registration, connections, equipment, seals, procedures or records resulting in a loss of revenue to the Company. Unauthorized service includes reconnection of service, that has been terminated, without the Company's consent.

- a. Types of unauthorized use of service includes, but is not limited to, tampering or unauthorized reconnection by the following methods:
  - 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.
  
- b. Any charges for damage to Company property will be billed to the customer. The customer may also be charged for:
  - 1. Time, material and transportation costs used in investigation or surveillance.
  - 2. Estimated charge for non-metered gas.
  - 3. On-premise time to correct situation.
  - 4. A minimum fee of \$30.00 will apply.

All such charges shall be at current standard or customary amounts being charged for similar services, equipment, facilities and labor by the Company.

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- c. Reconnection of Service:  
Customer service disconnected for any of the above reasons shall be reconnected after a customer has furnished satisfactory evidence of compliance with Company's rules and conditions of service, and paid any service charges which are due, including:
1. All delinquent bills, if any;
  2. The amount of any Company revenue loss attributable to said unauthorized use of service;
  3. Expenses incurred by the Company in replacing or repairing the meter or other appliance, costs incurred in preparation of the bill, and costs outlined in paragraph b. above;
  4. Reconnection fee applicable; and
  5. A cash deposit, the amount of which will not exceed the maximum amount determined in accordance with §V, Paragraph 6 CONSUMER DEPOSITS.

22. SEE ALSO THE FOLLOWING RATES FOR SPECIAL PROVISIONS:
- Rate 102 - Residential Rate for Regular Employees
  - Rate 119 - Interruptible Gas Service Extension Policy
  - Rate 120 - Firm Gas Service Extension Policy
  - Rate 122 - Easy Pay Plan
  - Rate 123 - Excess Flow Valve Program
  - Rate 124 - New Installation, Replacement, Relocation and Repair of Gas Service Lines
  - Rate 125 - Balanced Billing Plan
  - Rate 136 - Rule Covering Company Meter Testing Program

### VI. MISCELLANEOUS CHARGES

	<u>Amount or Reference</u>
1. Service Charges	
a. Consumer deposits	Rate 100 §V.6.
b. Return check	\$20.00

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- |   |   |                         |                                     |
|---|---|-------------------------|-------------------------------------|
| c.  | Minimum reconnect charge after termination for nonpayment or other causes   |                         |                                     |
|   | - During normal business hours  |                         | \$30.00                             |
|   | - After normal business hours   | standard overtime rates |                                     |
| d.  | Minimum reconnect charge applicable to seasonal or temporary customers  |                         |                                     |
|   | - During normal business hours  |                         | \$30.00 minimum<br>(Rate 100 §V.17) |
|   | - After normal business hours   | standard overtime rates |                                     |
| e.  | Reconnection charge applicable to transport customers when electronic metering must be reinstalled                |                         | \$160.00                            |
| f.  | Special test of meter at customer's written request (see Rate 100 §V.7.b.2. as to when this charge is applicable) |                         |                                     |
|   | - Meter error more than $\pm 2\%$   |                         | None                                |
|   | - Meter error within $\pm 2\%$ and meter was tested within the prior 12 months                                    | Labor & materials       | Minimum of \$30.00                  |
| g.  | Service request after normal business hours   | Materials & Labor       | at standard overtime rates          |
| h.  | Firm service main extension   |                         | Rate 120                            |
| i.  | Interruptible service main extension  |                         | Rate 119                            |
| 2. Late Payment Charges (on unpaid balance) |   | <u>Per Month</u>        | <u>Approx. Annual Percent</u>       |
|   |   | 1%                      | 12%                                 |

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