

Colorado Gas Operations

BLACK HILLS/COLORADO GAS UTILITY COMPANY, LP,

d/b/a BLACK HILLS ENERGY

1815 Capitol Avenue, Omaha, Nebraska 68102

[www.blackhillsenergy.com](http://www.blackhillsenergy.com)

24-hour Customer Service: 888-890-5554

**SCHEDULE OF RATES**

**FOR**

**GAS**

APPLYING TO THE FOLLOWING TERRITORY: Company's entire territory in Colorado in the following Counties: Cheyenne, Douglas, Elbert, El Paso, Kit Carson, Lincoln, Teller, Washington, Yuma and adjacent territories.

ISSUED: June 4, 2010

EFFECTIVE: June 15, 2010

BY: /s/ Steven M. Jurek  
Vice President  
1815 Capitol Avenue  
Omaha, NE 68102

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

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/s/ Steven M. Jurek  
 Signature of Issuing Officer  
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<b>Explanation of Margin Symbols</b>
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<u>SYMBOL</u>	<u>EXPLANATION</u>
C	to signify changed regulation
D	to signify discontinued rate or regulation
I	to signify increase
N	to signify new rate or regulation
R	to signify reduction
M	to signify material moved from or to another part of the tariff
T	to signify change in text but no change in rate or regulation

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/s/ Steven M. Jurek  
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Vice President

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**Colorado Towns and Counties**

<b>Towns</b>	<b>Counties</b>
Arriba	Lincoln
Bethune	Kit Carson
Black Forest (Unincorp)	El Paso
Burlington	Kit Carson
Castle Rock	Douglas
Cheyenne Wells	Cheyenne
Chipita Park (Unincorp)	El Paso
Elizabeth	Elbert
Flaglar	Lincoln
Fountain	El Paso
Franktown (Unincorp)	Douglas
Genoa	Lincoln
Glen Eagle (Unincorp)	El Paso
Green Mountain Falls	El Paso
Hugo	Lincoln
Joes (Unincorp)	Yuma
Kiowa	Elbert
Kirk (Unincorp)	Yuma
Limon	Lincoln
Monument	El Paso
Palmer Lake	El Paso
Perry Park (Unincorp)	Douglas
Seibert	Kit Carson
Stratton	Kit Carson
Vona	Kit Carson
Widfield (Unincorp)	El Paso
Woodland Park	Teller
Woodmoor (Unincorp)	El Paso

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**Rate Schedule Summation Sheet**

Rate Schedule	Tariff Sheet	Monthly Facility Charge \$/month	Upstream Demand (1) \$/therm	Gas Commodity (1) \$/therm	LDC Delivery Charge \$/therm	G-DSMCA (2) \$/month	G-DSMCA (2) \$/therm	Net Sales Rate (3) \$/therm	
<b>Sales Rates</b>									
RS	7	10.00	0.19205	0.38469	0.14109	0.49	0.00686	0.72469	D
SC	8	15.00	0.19205	0.38469	0.14109	0.91	0.00858	0.72641	D
SVF	9	75.00	0.19205	0.38469	0.11042	4.56	0.00672	0.69388	D
SVI	10	75.00	0.00000	0.38469	0.11042	4.56	0.00672	0.50183	D
LVF	11	250.00	0.19205	0.38469	0.09199	15.20	0.00559	0.67432	D
LVI	12	250.00	0.00000	0.38469	0.09199	15.20	0.00559	0.48227	D
IR	13	30.00	0.00000	0.38469	0.10791			0.49260	
<b>Transportation Rates</b>								<b>Net Trans. Rate</b>	
LVTS	14	250.00			0.09199			0.09199	
ITS	15	30.00			0.10791			0.10791	

(1) Upstream Demand and Gas Commodity costs do not apply to transportation service rate schedules (LVTS and ITS). Billing units in ccf approximate therm billing.

(2) Rate schedules are adjusted by the Gas Demand Side Management Cost Adjustment beginning on Sheet 64.

(3) Rate Schedule Delivery Charge plus the corresponding GCA on Sheet 5.1 and/or any applicable rider.

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/s/ Steven M. Jurek  
 Signature of Issuing Officer  
 Vice President

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**Gas Cost Adjustment (GCA Rider) Summary**

Riders to Base Rate Schedules for Customers on Colorado Interstate Gas System Supply

Rate Schedule	Tariff Sheet	Current Gas Cost (1)	+	Deferred Gas Cost (1)	=	Total GCA Rider
		\$/therm		\$/therm		\$/therm
RS	7	0.63294		(0.05620)		0.57674
SC	8	0.63294		(0.05620)		0.57674
SVF	9	0.63294		(0.05620)		0.57674
SVI	10	0.45292		(0.06823)		0.38469
LVF	11	0.63294		(0.05620)		0.57674
LVI	12	0.45292		(0.06823)		0.38469
IR	13	0.45292		(0.06823)		0.38469

(1) Current and Deferred Gas Costs do not apply to transportation service rate schedules (LVTS and ITS). All rates per volumes at standard pressure base of 14.73. Pursuant to Decisions No. C09-0554 effective on or after June 1, 2009.

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/s/ Steven M. Jurek  
 Signature of Issuing Officer  
 Vice President

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**Pressure Base Factors**

Location	Pressure Base Factors	BTU Factor Meter Location
Arriba	.84778	Hugo
Bethune	.87713	Hugo
Black Forest	.78567	Black Forest
Burlington	.88055	Hugo
Cascade	.78567	Spruce Hill
Castle Rock	.81911	Castle Rock
Castle Rock - Fl-Bay	.82184	Castle Rock
Castle Rock - Pine	.79727	Castle Rock
Castle Rock - Sub	.81911	Castle Rock
Cheyenne Wells	.87645	Hugo
Cheyenne Wells Rural System (Supp)	.87645	Hugo
Chipita Park	.77816	Spruce Hill
CIG to Burlington, Mainline	.87372	Hugo
Elizabeth	.81160	Franktown
Flagler	.85666	Hugo
Fountain	.83823	Fountain
Gates Rural System	.87235	Hugo
Genoa	.83686	Hugo
Gleneagle - Suburban	.79727	Monument
Green Mountain Falls	.77952	Spruce Hill
Hugo	.85324	Hugo
Joes	.87713	Hugo
Kiowa	.81502	Franktown
Kirk	.87850	Hugo
Limon	.84369	Limon
Limon Rural System	.85324	Limon
Monument	.79727	Monument
Palmer Lake	.78976	Spruce Hill
Perry Park	.79727	Spruce Hill
Seibert	.86348	Hugo
Stratton	.87235	Hugo
Vona	.86962	Hugo
Woodland Park	.75563	Spruce Hill
Woodmoor	.79727	Spruce Hill

These factors are to be applied to metered volumes by location prior to bill calculation. The BTU Factor on the customer's bill is an average of the daily factors from one meter read to another. Daily BTU factors are submitted electronically each month in a repository docket.

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**Municipal Franchise Fees**

Colorado Municipalities Imposing Franchise Taxes

Municipality	Franchise Tax Rate %
Arriba	5
Bethune	2
Burlington	5
Castle Rock	3
Cheyenne Wells	3
Elizabeth	3
Flagler	5
Fountain	3
Genoa	3
Green Mountain Falls	4
Hugo	5
Kiowa	3
Limon	4
Monument	3
Palmer Lake	3
Seibert	5
Stratton	3
Vona	2
Woodland Park	3

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**Miscellaneous Service Fees**

<u>DESCRIPTION</u>	<u>CHARGE</u>
Fee for customer checks returned for insufficient funds or electronic funds transfer denied for insufficient funds.	\$15.00
Fee for collection of bill on customer's premises	\$ 4.00 non-irrigation customers \$30.00 irrigation customers
Fee for connection of service where used for less than three consecutive months	\$18.00
Restoration of service during normal business hours	\$36.00 residential & commercial customers \$50.00 irrigation customers
Restoration of service after normal business hours	\$75.00
Fee for customer-requested meter testing conducted within 12 months of a prior test	\$50.00
Late payment fee	\$0

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Vice President

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**Schedule RS, Residential Firm Service**

AVAILABILITY

Natural gas service under this schedule is available to any individually metered customer for residential services at any point in the Company's certificated territory in Colorado in accordance with the rules filed with the Public Utilities Commission of Colorado.

RATE

Gas service under this schedule is not available for resale or for standby service.

RATES

Facility Charge per Month	\$10.00
Delivery Charge per Therm	\$0.14109

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

**Schedule SC, Commercial Firm Service**

AVAILABILITY

Natural gas service under this schedule is available to any individually metered non-residential customer, who has experienced, or anticipates experiencing, an annual consumption of natural gas less than or equal to 5,000 therms.

RATE

Gas service under this schedule is not available for resale or for standby service.

RATES

Facility Charge per Month	\$15.00
Delivery Charge per Therm	\$0.14109

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

**Schedule SVF, Small Volume Firm Service**

AVAILABILITY

Natural gas service under this schedule is available to any individually metered non-residential customer, who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 5,000 therms, but less than or equal to 50,000 therms.

Gas service under this schedule is not available for resale or for standby service.

RATE

RATES

Facility Charge per Month  
Delivery Charge per Therm

\$75.00  
\$0.11042

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

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Vice President

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**Schedule SVI, Small Volume Interruptible Service**

AVAILABILITY

Natural gas service under this schedule is available, on an interruptible basis, to any individually metered non-residential customer who has experienced or anticipates experiencing an annual consumption of natural gas greater than 5,000 therms, but less than or equal to 50,000 therms. Interruption shall occur due to a shortage of the utility's gas supply or capacity constraints on the utility's pipeline system at the customer locale.

RATE

Gas service under this schedule is not available for resale or for standby service.

RATES

Facility Charge per Month  
Delivery Charge per Therm

\$75.00  
\$0.11042

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

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**Schedule LVF, Large Volume Firm Service**

AVAILABILITY

Natural gas service under this schedule is available to any individually metered non-residential customer who has experienced or anticipates experiencing an annual consumption of natural gas greater than 50,000 therms.

RATE

Gas service under this schedule is not available for resale or for standby service.

RATES

Facility Charge per Month	\$250.00
Delivery Charge per Therm	\$0.09199

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

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/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**Schedule LVI, Large Volume Interruptible**

AVAILABILITY

Natural gas service under this schedule is available, on an interruptible basis, to any individually metered non-residential customer who has experienced or anticipates experiencing an annual consumption of natural gas greater than 50,000 therms. Interruption shall occur due to a shortage of the utility's gas supply or capacity constraints on the utility's pipeline system at the customer locale.

RATE

Gas service under this schedule is not available for resale or for standby service.

RATES

Facility Charge per Month	\$250.00
Delivery Charge per Therm	\$0.09199

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

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/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**Schedule IR, Irrigation Interruptible Service**

AVAILABILITY

Natural gas service under this schedule is only available on an interruptible basis, to any individually metered non-residential customer who uses natural gas service for irrigation purposes. Interruption shall occur due to a shortage of the utility's gas supply or capacity constraints on the utility's pipeline system at the customer locale. Service hereunder is interruptible and is subject to interruption at any time upon order of Company, if such interruption is necessary in order for the Company to be able to provide service to its firm customers.

Gas service under this schedule is not available for resale or for standby service.

RATE

RATES

Facility Charge per Month	\$30.00
Delivery Charge per Therm	\$0.10791

PAYMENT

The above rates are net and are due and payable within fifteen (15) days from date of mailing or presentation of bill.

RULES AND REGULATIONS

In accordance with the Rules and Regulations of the Company on file with the Colorado Public Utilities Commission.

REMARKS

Rates set forth above are base rates subject to the following adjustments to reflect:

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.

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**Schedule LVTS, Large Volume Transportation Service**

AVAILABILITY

Service under this rate schedule is available to individually metered, non-residential end-users who have contracted for an alternate or supplemental source of gas supply and have requested Company to transport such alternate or supplemental gas for customer's account. Service hereunder is conditioned upon availability of capacity without detriment or disadvantage to existing customers. This service shall apply to large volume gas transportation service. Annual consumption must exceed 50,000 therms per meter. Small volume customer (excluding irrigation customers) may receive service under this schedule at their option.

RATE

SERVICE CONSIDERATIONS

Company will have measuring equipment in place to measure daily consumption. In the event customer terminates transportation service, returning to firm sales service will be conditioned upon the Company's availability of capacity to serve customer's firm requirement.

MONTHLY CHARGES: End-User's monthly bill shall include the following

Facility Charge per Month		\$250.00
Delivery Charge per Therm:	Maximum Rate	\$0.09199
	Minimum Rate	\$0.01000

OTHER CHARGES:

Overrun Charge as defined in Section 5.A., Sheet 72  
Monthly Cashout Charge as defined in Section 5.B., Sheet 73

OPTIONAL SERVICE:

End-User may, with an aggregator, participate in aggregation as defined on Sheets 70 and 75. Under this aggregation service, the Overrun Charge and Monthly Cashout Charge above are billed to the Aggregator for the Aggregation Pool, rather than being billed to the End-User. The charge for this optional aggregation service is set forth in Section 9 on Sheet 75 and is in addition to the charges outlined above.

GENERAL RULES AND REGULATIONS:

Service hereunder is subject to Company's General Service Rules and Regulations and the Company's Transportation Rules and Regulations on file with the Public Utilities Commission.

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/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**Schedule ITS, Irrigation Transportation Service**

AVAILABILITY

Service under this rate schedule is available on an interruptible basis, to individually metered, non-residential end-users who use gas for irrigation pumping. Interruption shall occur due to a shortage of the customer's gas supply or capacity constraints on the utility's pipeline system at the customer locale. **Service hereunder is interruptible and is subject to interruption at any time upon order of Company, if such interruption is necessary in order for Company to be able to provide service to its firm customers.**

RATE

SERVICE CONSIDERATIONS

End-User(s) taking service under this rate schedule shall subscribe to the aggregation service on Sheet 75. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal customer load characteristics, actual weather conditions, meter readings, and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event customer desires Company to use actual daily metered data for service hereunder, customer shall request Company to install such recording equipment, with the customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment with customer being responsible for costs associated with the Company acquiring and installing such recording equipment.

MONTHLY CHARGES: End-User's Monthly Bill shall include the following:

Facility Charge per Month  
Delivery Charge per Therm

\$30.00  
\$0.10791

OTHER CHARGES:

End-User taking service under this rate schedule shall participate, with an aggregator, in aggregation as defined on Sheets 70 and 75. The charges for Aggregation and Balancing are billed to the Aggregator for the Aggregation Pool and shall include the following:

Aggregation Charge as defined in Section 9, Sheet 75  
Overrun Charge as defined in Section 5.A., Sheet 72  
Monthly Cashout Charge as defined in Section 5.B., Sheet 73

GENERAL RULES AND REGULATIONS:

Service hereunder is subject to Company's General Service Rules and Regulations and the Company's Transportation Rules and Regulations on file with the Public Utilities Commission.

Term of Irrigation Transportation Service Tariff: This Irrigation Transportation tariff is being offered as a pilot program for a two (2) year period. Service under this tariff shall terminate two (2) years after the effective date of the tariff.

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\_\_\_\_\_  
/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**(Rate Title or Number), (Service Classification)**

Held for Future Use

**(Rate Title or Number), (Service Classification)**

Held for Future Use

**(Rate Title or Number), (Service Classification)**

Held for Future Use

**(Rate Title or Number), (Service Classification)**

Held for Future Use

**(Rate Title or Number), (Service Classification)**

Held for Future Use

## General Service Rules and Regulations

### 1. GENERAL STATEMENT

The following rules and regulations, filed with the Colorado Public Utilities Commission as a part of the natural gas tariff of the Company, set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all the territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules and regulations of said Commission. Service furnished by the Company is also subject to the Company's rules and regulations and the rules and regulations of the Public Utilities Commission of the State of Colorado.

### 2. BENEFIT OF SERVICE

The use of natural gas service constitutes an agreement under which the user receives natural gas service and agrees to pay the Company therefore in accordance with the applicable rate schedules, rules and regulations. Each person of full legal age who resides at the premises to which service is delivered shall be deemed to receive benefit of service supplied and shall be liable to the Company for payment, subject to conditions hereinafter stated, whether or not service is listed in his/her name. The primary obligor for payment is the applicant or user in whose name service with the Company is listed ("customer of record"). The Company is obligated to pursue reasonable and timely efforts to effect payment by or collections from applicant or customer of record. In the event such efforts are unavailing, and it is necessary for the Company to effect payment by or collection from a user who is not the applicant or customer of record by transfer of an account or otherwise, the Company shall give prior written notice to said user that he/she may factually dispute the applicability of the benefit of service rule stated in this paragraph to his/her specific situation by making written complaint to the Public Utilities Commission. The benefits and obligations of the agreement for service may not be assigned without written consent of the Company.

Where rental properties are concerned, the Company will not charge landlords or property owners for natural gas service during a period of vacancy, unless the landlord or property owner has become the Company's customer of record as described immediately below. During a period of vacancy in rental properties, the landlord or property owner may contact the Company in writing to have natural gas service transferred to his/her name. Upon application by the landlord or property owner to transfer service into his/her name, the landlord or property owner becomes the customer of record and service will be provided in the name of the landlord or property owner. Unless the landlord or property owner becomes the customer of record during a period of vacancy, service will be discontinued and Company assumes no responsibility for damages to rental properties.

**General Service Rules and Regulations**

3. DEFINITION OF TERMS

- A. Commission: The Colorado Public Utilities Commission
- B. Company: Black Hills/Colorado Gas Utility Company, LP d/b/a Black Hills Energy
- C. Cubic Foot of Gas: For the purpose of testing as under these rules, a cubic foot of gas means that amount of gas which, when saturated with water vapor at a temperature of sixty degrees (60) Fahrenheit and subjected to an absolute pressure equal to thirty inches (30") of mercury, at thirty-two degrees (32) Fahrenheit, (14.73 pounds per square inch), occupies a volume of one (1) cubic foot.
- D. Curtailment: The inability of a transportation customer or a sales customer to receive gas due to a shortage of gas supply.
- E. Customer: Any person who is currently receiving utility service. Any person who moves within a utility's service territory and obtains utility service at a new location within 30 days shall be considered a "customer".
- F. Dekatherm: A measurement of gas commodity heat content. One Dekatherm (Dth) is the energy equivalent of 1,000,000 British Thermal Units (1 MMBtu).
- G. Interruption: A utility's inability to provide transportation to a transportation customer, or its inability to serve a sales customer, due to constraints on the utility's pipeline system.
- H. Local Pressure Base: For the purpose of measurement of gas to a customer, a cubic foot of gas shall be taken to be the amount of gas which occupies a volume of one (1) cubic foot under the conditions existing in such customer's meter as and where installed.
- I. Main: A distribution line that serves, or is designed to serve, as a common source of supply for more than one service lateral.
- J. Past Due: The point at which a utility can affect a customer's account for regulated service due to non-payment of charges for regulated service.
- K. Regulated Charges: Charges billed by a utility to a customer if such charges are approved by the Commission or contained in a tariff of the utility.
- L. Sales Customer: A person who receives sales service from a utility.
- M. Sales Service: A bundled gas utility service in which the utility both purchases gas commodity for resale to the customer and transports the gas for delivery to the customer.
- N. Service Lateral: That part of a pipeline system used, or designed to be used, to serve only one customer.
- O. Standard Conditions: Gas at a temperature of 60 degrees Fahrenheit and subject to an absolute pressure equal to 14.73 pounds per square inch absolute.

**General Service Rules and Regulations**

3. DEFINITION OF TERMS (Continued)

P. Transportation: The exchange, fronthaul, backhaul, flow reversal, or displacement of gas between a utility and a transportation customer through a pipeline system.

Q. Transportation customer: A person who, by signing a gas transportation agreement, elects to subscribe to the unbundled service option of gas transportation offered by a utility.

4. APPLICATIONS FOR SERVICE

Applications for service will be granted pursuant to the provisions of Section 25 (New and Additional Gas Service) of these Rules and Regulations. Upon approval of an application, the Company shall supply the customer with service at the rates and under the rules, terms, regulations and conditions applying to the particular service for which application is made and set forth in said application. There is no charge for an initial service connection made by the company during normal business hours.

5. A CUSTOMER

A customer shall be understood to mean one class of service furnished to one individual or corporation at a single address or location. A single application for service cannot be made to apply to different locations or to cover more than one meter at the same address or location to be used by the same customer

6. DEPOSITS

The Company will require a cash deposit under the following two conditions: (1) From a presently or previously served customer whose payment record shows recent or substantial delinquencies; (2) from all new customers except those customers that provide written documentation of a 12 consecutive month good credit history from which that person received natural gas service. The 12 consecutive months must have ended no earlier than 60 days prior to the date of the application for service. A third party guarantee of payment will be accepted in lieu of a cash deposit.

Such deposit, where required, shall not exceed the amount of an estimated ninety days bill or, in the case of a customer whose bills are payable in advance, such deposit shall not exceed an estimated sixty days bill.

**General Service Rules and Regulations**

6. DEPOSITS (Continued)

Where a deposit is to be based on a ninety-day period, it will be calculated on the basis of one-fourth of the customer's total bill for the prior twelve months consumption, or in the case of new customers, on one-fourth of the average annual consumption of that class of customer.

Where a deposit is to be based on a sixty-day period in the case of a customer whose bills are payable in advance of service, it will be calculated on the basis of one-sixth of the customer's total bill for the prior twelve months consumption, or in the case of new customers, on one-sixth of the average annual consumption for that class of customer.

Any deposit made hereunder may be in addition to any advance, contribution or guarantee in connection with the construction of lines or facilities as provided for in Company extension policies under Section 21 of these Rules and Regulations.

A. Third Party Guarantee

The Company offers the option of a third party guarantee arrangement for use in lieu of a cash deposit. The following shall apply to third-party guarantee arrangements:

1. An applicant for service or a customer may elect to use a third-party guarantor in lieu of paying a cash deposit.
2. The third-party guarantee form, signed by both the third-party guarantor and the applicant for service or the customer, shall be provided to the utility.
3. The Company may refuse to accept a third-party guarantee if the guarantor is not a customer in good standing at the time of the guarantee. The amount guaranteed shall not exceed the amount which the applicant for service or the customer would have been required to provide as a cash deposit.
4. The guarantee shall remain in effect until the earlier of the following occurs: it is terminated in writing by the guarantor; if the guarantor was a customer at the time of undertaking the guarantee, the guarantor is no longer a customer of the Company; or the customer has established a satisfactory payment record for 12 consecutive months.
5. Should the guarantor terminate service or terminate the third party guarantee before the customer has established a satisfactory payment record for 12 consecutive months, the Company, applying the criteria contained in its tariffs, may require a cash deposit or a new third party guarantor.

**General Service Rules and Regulations**

6. DEPOSITS (Continued)

B. Interest on Deposits

Interest on customer deposits shall be paid at a rate determined in accordance with the method prescribed by the Public Utilities Commission of Colorado. The annual rate of simple interest to be paid starting with the effective date of this tariff sheet is 0.63%.

Interest shall be paid by the Company at the close of each calendar year by a credit to the customer's bill. The deposit will begin to draw interest at the time it is received by Company and will cease to draw interest at the time it is returned to the customer, or on the date the deposit is applied to a customer's account. In the event that a customer deposit is retained during time periods having different rates of interest, the interest accrued on the deposit amount is to be calculated using the interest rate applicable to each time period.\*

Deposits for residential customers will be reviewed annually and refunds made to customers whose account is current and no more than one payment within the past twelve months was made after the due date. Deposits for commercial, industrial, oil well, and irrigation customers will not be refunded until such time as the gas service is discontinued.

<u>*Effective Time Period</u>	<u>Annual Percentage Rate</u>
January 1, 1999 through December 31, 1999	5.05
January 1, 2000 through December 31, 2000	4.53
January 1, 2001 through December 31, 2001	5.69
January 1, 2002 through January 31, 2003	4.32
February 1, 2003 through December 31, 2003	2.18
January 1, 2004 through December 31, 2004	1.30
January 1, 2005 through December 31, 2005	1.60
January 1, 2006 through December 31, 2006	3.16
January 1, 2007 through December 31, 2007	4.76
January 1, 2008 through December 31, 2008	4.76
January 1, 2009 through December 31, 2009	2.48
January 1, 2010 through December 31, 2010	0.63

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

**General Service Rules and Regulations**

**7.1 METER READING, BILLS, DUPLICATE BILLS, FAILURE TO RECEIVE BILLS**

All bills periodically rendered to residential, small commercial and irrigation customers for metered service shall be based on actual or estimated readings at local pressure base and shall show in addition to the net dollar amount due, the date on which the current reading was taken, the meter readings at the beginning and end of the period for which the bill is rendered, the date when payment is due, the total consumption expressed in cubic feet or other unit of service recorded by the meter read, approved rates and charges, net amount due for regulated charges, any past due amount, amount due for unregulated charges, if applicable, and whether the bill is actual or estimated. On request, the Company shall explain to a customer its method of reading meters and shall provide written documentation showing the date of the most recent reading of the customer's meter and the total usage.

Bills may be rendered based on bimonthly meter readings whereby the customer's meter will actually be read every other month. In those months where the meter is not actually read, the customer's bill will be computer or manually estimated and will be so stated in the bill.

Absent good cause, a customer's meter will be read on approximately the same day each month. For good cause show, a utility shall read a meter at least once every six months. Upon request, the Company shall give the customer the approximate date on which he should receive his bill each month; and if a bill is not received or lost, the Company shall, upon request, issue a duplicate. If the Company is unable to reasonably obtain access to Customer's premises (due to, for example, a locked gate) and a customer is required or requested to read his or her own meter and submit the data to the utility, the utility will specify in detail the procedure that the customer must follow and any special conditions which may apply. Failure to receive a bill shall not relieve a customer from penalty for late payment as provided for in the rate.

The Company may provide the option of electronic billing, in lieu of a typed or machine printed bill, upon request from a customer.

**7.2 DUE DATE OF BILLS**

Bills, including charges for gas service, deposits and other charges contained in this tariff are due and payable within fifteen (15) days after mailing or hand-delivery of the bill including e-mail notification.

**8.1 DISCONTINUATION OF SERVICE**

**A. Procedures**

Company will not discontinue gas service to any customer for violation of any Company rule and/or for nonpayment of any sum due for gas service, deposit or other charge except in accordance with the provisions set forth in this tariff in Section 8.1 and Sections 8.2, 9, and 10.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

A. Procedures (Continued)

Service shall not be discontinued for amounts which are not past due. An account becomes "past due" on the 31<sup>st</sup> day following the due date of current charges. Company, at its own discretion may request payment to be paid only by cash or certified funds. The Company may require a returned check charge of \$15 from the customer for customer checks returned from the customer for customer checks returned or electronic funds transfer denied for insufficient funds or any other reason.

B. When Service May Not be Discontinued

1. For nonpayment of any sum which does not appear on a regular bill.
2. For nonpayment of any sum which is less than thirty days past due.
3. For nonpayment of any sum due on which payment arrangements have not otherwise been made, with respect to any other account, unless the amount has first been transferred to the account on which notice may be given.
4. For nonpayment of any amount due on any other account on which the customer is or was neither the customer of record nor a guarantor, unless the customer is or was a user obtaining service through subterfuge without the knowledge or consent of the named customer of record. Subterfuge includes, but is not restricted to, any application for service at a given location in the name of another party by an applicant whose account is delinquent and who continues to reside or do business at the premises.
5. For nonpayment of any amount due on any other account for which the present customer is or was the customer of record, in the event that the customer provides the utility convincing evidence that said account was established as a subterfuge by another user without the customer's knowledge or consent.
6. For nonpayment of any sum due from a previous occupant of the premises who was a customer of record unless service is being obtained by a delinquent customer by subterfuge.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

B. When Service May Not be Discontinued (Continued)

7. For failure to pay any indebtedness except as incurred for utility service rendered by the Company in the state of Colorado.
8. Between 12:00 noon on Friday and 8:00 a.m. the following Monday, or between 12:00 noon on the day prior to the 8:00 a.m. the day following any Federal Holiday, company-observed holiday, or any day during which the utility office is not open.
9. Until the Company has made a reasonable effort to give notice of the proposed discontinuation in person or by telephone to both the residential customer (or to a resident of the customer's household 18 years of age or over) and to any third party who is listed by the customer on a third party notification form.

Reasonable effort shall be considered to be: following the issuance of the notice of discontinuance of service and at least 24 hours prior to discontinuance of service, the Company shall attempt to give notice of the proposed discontinuance in person or by telephone both to the customer and to any third party the customer has designated in writing to receive such notices, or having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose.

10. When customer has at any time proffered full payment of the amount shown on the notice by cash or bona fide check to a Company employee designated to discontinue service. Where necessary to collect a bill on customer's premises, Company may charge \$4.00 for non-irrigation and \$30 for irrigation customers.
11. When a customer pays on or before the expiration date of the discontinuation notice, at least one-tenth of the amount shown on the notice and enters into an installment agreement as provided for in Section 8.2B below.
12. When a residential customer presents a medical certificate as provided for in Section 8.1D below.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

C. Required Notice of Discontinuation

1. Single Residential Units

Written notice of proposed discontinuance must be sent by first class mail, or delivered, at least fifteen (15) days in advance of the proposed date of discontinuance. The Notice must advise the customer of the rule violated and/or the amount past due and the date by which the same shall be paid to avoid discontinuance. Notice shall also advise that customer has certain rights with regard to disconnection and shall advise customer how to contact the staff of the Commission for further information. In the event that the customer previously has executed a third-party notification form indicating a third party to whom notices of discontinuation are to be sent, written notice shall also be sent by first class mail or delivered at least fifteen (15) days in advance of the proposed discontinuation date to said third party. The notice shall contain such bilingual information and instructions as prescribed by the Colorado Public Utilities Commission rule 4408.

2. Multi-Unit Residential Dwellings

Where gas service recorded on single meter is used either directly or indirectly by more than one dwelling unit, Company shall give notice containing information prescribed by the Colorado Public Utility Commission except that the notice period shall be thirty (30) days. Such notice may include the current bill.

Company, no less than thirty (30) days prior to the proposed date of discontinuation to the multi-unit dwelling shall also provide written notice to each individual dwelling unit. A copy of this notice shall also be posted in at least one of the common areas of the multi-unit dwelling.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

C. Required Notice of Discontinuation (Continued)

2. Multi-Unit Residential Dwellings (Continued)

Such individual notice shall state that a Notice of Discontinuation has been sent to the party responsible for gas bills for the dwelling, the proposed date of discontinuation, that the occupants of the dwelling units may avoid discontinuation by paying the next bill in full within thirty (30) days of its issuance and successive new bills within thirty (30) days of issuance and how to contact Company to make arrangements to receive a copy of the next new bill. Occupants of multi-unit dwellings shall not be entitled to installment payments or any payment plans other than paying each new bill in full within thirty (30) days of issuance to avoid discontinuation, and service may be discontinued, without further notice or attempt at personal contact for failure of the occupants to pay each new bill within thirty (30) days of issuance.

A copy of the notice required by this Section 8.1.C.2. shall be mailed to the Public Utilities Commission, together with an affidavit setting forth how Company has delivered, mailed or posted notices, or attempted to do so, to the individual dwelling unit occupants.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

D. Termination when Certified Health Conditions are Present

Service may not be discontinued, or if already discontinued must be restored, during any period when discontinuance would be especially dangerous to the health or safety of the residential customer or a permanent resident of the customer's household.

Discontinuation of service that would be especially dangerous to the health or safety of the household means that discontinuation would aggravate an existing medical condition or create a medical emergency for the customer or a permanent resident of the customer's household.

Such shall be deemed to be the case when a physician licensed by the state of Colorado, or a health practitioner licensed by the state of Colorado and acting under a physician's authority, makes a certification thereof and said certification is received by the Company by writing or by phone. Company may require written confirmation of a certification received by phone within fifteen (15) days of the calls. Company may not contest the medical judgment of such certification, but may use reasonable means to verify the authenticity of such certification.

Where proper medical certification has been furnished to the Company, the Company may not discontinue service for sixty (60) days from the date of such certification. The Company will grant one thirty-day extension of non-discontinuation when a second medical certification is received prior to the expiration of the initial sixty-day period. A residential customer may invoke the provisions of the medical emergency rule no more than once during any period of twelve consecutive months; such period to begin on the first date medical certification is presented.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

D. Termination when Certified Health Conditions are Present (Continued)

Customers who invoke the provisions of this Section 8.1 D may request an installment plan arrangement as provided for in Section 8.2 hereunder, on or before the last day covered by a medical certification or extension thereof. A customer who already has entered into an installment plan arrangement and who has not broken arrangements prior to invoking this Section 8.1 may renegotiate the installment plan arrangement on or before the last day covered by the medical certification or extension thereof. A customer who has already entered into an installment plan arrangement before invoking this Section 8.1 D must pay on or before the last day covered by the medical certification or extension thereof, all amounts that would have been paid up to that date had arrangements not been broken and resume the installment payment arrangements in order to avoid discontinuance of gas.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

E. Customer Rights Concerning Complaints and Pre-termination Hearings

1. Complaints

Customer may contact Company, through a toll-free call from within the Company's service area, to resolve any disputes, concerning billing or Company rules. Company's 24-hour customer service telephone number is listed on Sheet 1 of this tariff.

Customer also has the right to make an informal complaint to the Commission staff by letter, telephone, or in person.

2. Hearings

Customer is entitled to a hearing in person, prior to termination of service, at a reasonable time and place within fifteen (15) days of the date of the notice of discontinuance, before Company management or their designee.

Customer has the right to request, in writing, a hearing before the Commission.

The Commission may, at its discretion and upon such terms as it may prescribe, order Company not to terminate service pending an investigation and/or hearing.

In the event that customer requests a hearing before the Commission concerning the proposed discontinuation of service, the Commission, upon motion by Company, may order customer to post a deposit or an additional deposit with Company in such amount as the Commission deems reasonable under the circumstances. Such deposit may be in addition to any deposit previously posted with Company.

F. Customer Right to Third-Party Notification Procedure

Company shall furnish a third-party notification form, in such format as prescribed by the Commission, to each new residential customer and shall annually inform its residential customers of the availability of the third party form and the method for obtaining a copy of the form.

**General Service Rules and Regulations**

8.1 DISCONTINUATION OF SERVICE (Continued)

F. Customer Right to Third-Party Notification Procedure (Continued)

Each residential customer, at his or her option, may mail or deliver to Company such third-party notification form, which shall be signed by both the customer (or his or her legal representative) and by the third-party to be notified in the event of possible discontinuance of service.

G. Information to Customers Concerning Governmental and Private Assistance Relating to Utility Service

Company shall make available to any customer, on written or telephone request and with any Notice of Discontinuation, a list of all organizations and agencies, public and private, known to Company, which provides consumer assistance or benefits relating to utility service.

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS

A. Budget Billing Plan

The Company shall offer to all residential and commercial firm customers in good standing a Budget Billing Plan, which allows the customer to pay a more uniform amount and avoid spikes in bill amounts, such as those caused by high gas prices or severe cold weather. The customer's account will be calculated monthly, and the budget bill amount will not change unless it is at least ten percent (10%) greater than or at least ten percent (10%) less than the last monthly budget bill amount. The customer's account will have an annual recalculation to true-up the previous year's actual bills versus budget bill payments. Such customers may enroll in the program during any month of the year. Participation in this program would be at the Customer's option and request, and all normal billing and consumption information would be shown on the billing statements in addition to the monthly Budget Billing Plan payment amount.

The Company may make available to customers not in good standing a "Modified" Budget Billing Plan, the terms and conditions of which are set out in Section 8.2 B below

B. Installment Payment Plan Arrangements

1. Company Duty to Offer – Residential consumers fulfilling one of the following conditions must be offered installment arrangements including a Modified Budget Billing Plan.

**General Service Rules and Regulations**

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS (Continued)

B. Installment Payment Plan Arrangements (Continued)

- a. On or before the expiration date of the Notice of Discontinuation pays at least ten (10) percent of the amount shown on the notice and agrees to enter into installment plan arrangements.
- b. On or before the last day covered by a medical certification or extension thereof pays at least ten (10) percent of any amount more than thirty (30) days past due and enters into installment plan arrangements.
- c. If service has been discontinued, pays at least any collection and charges authorized by these Rules and Regulations. However, Company is not obligated to re-establish service if customer has breached previous installment arrangements.

Company will also offer the plan to all residential customers who contact it in response to a Notice of Discontinuation.

When Company and customer agree to enter into an installment plan arrangement, customer will be provided with a copy of Commission Rules Regulating Gas Utilities – Rule 4404, a copy of the agreed upon installment agreement, which copy shall include such bilingual headings as may be required by the Public Utilities Commission. These items will be provided to the customer by mail or personal delivery within seven (7) calendar days of the date arrangements are agreed upon. A customer whose monthly installment payment is not in default and whose new bill is not past due may renegotiate an installment plan arrangement that was entered into pursuant to this rule. A renegotiated installment plan arrangement may consist of lesser installment payment amounts to be paid in a greater number of months, provided that the original arrangement amount be paid in no more than six (6) months from the date the original installment payment plan arrangement was entered into.

**General Service Rules and Regulations**

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS (Continued)

B. Installment Payment Plan Arrangements (Continued)

2. Charges to be included in "Arrangement Amount" – The total amount on which an arrangement is made shall be referred to as an "Arrangement Amount" and shall include:
  - a. The unpaid remainder of the amount shown on the Disconnection Notice.
  - b. Amounts not included in the Disconnection Notice which have since become more than thirty (30) days past due.
  - c. The current bill which is any bill that is past due but is less than thirty (30) days past due.
  - d. The new bill which is any bill which has been issued but is not past due.
  - e. Any deposit, whether already billed, billed in part or required according to Company tariff due to delinquency or to establish initial credit. This subsection shall not apply to deposits required by Company tariff as a condition of initiating service, but shall apply to deposits required subsequent to initiation of service.
  - f. Any miscellaneous charges levied in accordance with Company tariff, including collection, reconnection and bad check charges.

**General Service Rules and Regulations**

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS (Continued)

B. Installment Payment Plan Arrangements (Continued)

3. Terms of Installment Arrangements and Modified Budget Billing Plan:

a. Installment Agreements

An installment plan arrangement shall consist of equal monthly installments over a period of time selected by the customer up to six (6) months.

The amount of the monthly installment payment shall be the arranged amount divided by the number of months over which the payments are to be made.

The first monthly installment payment shall be due, together with the new bill, unless the new bill has been made part of the arrangement amount on the due date of the new bill.

The second and succeeding monthly installment payment shall be due, together with the new bill, on the due date of the new bill.

A description of the steps which the utility will take if the customer does not abide by the payment arrangement.

b. Alternative Payment Arrangements

As an alternative payment arrangement, the customer may choose a Modified Budget Billing Plan arrangement to be calculated and billed as other Budget Billing Plan accounts are billed.

**General Service Rules and Regulations**

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS (Continued)

B. Installment Payment Plan Arrangements (Continued)

4. Default on Arrangement Agreements – Any monthly installment payment or modified budget billing plan payment not paid on the due date of the new bill shall be considered "in default." Any new bill which is not paid by the due date shall be considered "past due."

When a monthly installment payment becomes in default and/or a new bill becomes past due, the Company shall mail or deliver to the customer a written "Notice of Broken Arrangements" which will inform the customer of the Company's right to discontinue service when:

- a. The monthly installment payment is not received by Company within fifteen (15) days after the notice is sent or delivered.
- b. Payment for the current bill is not received by the Company within thirty (30) days after its due date.
- c. That if service is discontinued for broken arrangements, Company may refuse to provide further service until all amounts more than thirty (30) days past due have been paid, together with any applicable collection or reconnection charges.

Service must be restored under conditions of broken arrangements if the customer presents a medical certificate as provided for in Section 8.1D herein. Service may be discontinued without further notice upon the expiration of the medical certificate or extension thereof, and the terms of restoration of service shall be the payment of all amounts more than thirty (30) days past due, together with such collection and reconnection charges as may be applicable. Company may charge interest on arrearages thirty (30) days past due. Such interest shall be at the same rate as applicable to customer deposits as set out in Section 3 of these rules.

**General Service Rules and Regulations**

9. RESTORATION OF SERVICE

When service to a customer has been discontinued, it must be restored within twenty-four (24) hours, excluding weekends and holidays, or within twelve (12) hours if the customer pays any necessary after-hours charges, after the customer satisfies any one of the conditions set out hereunder. Extenuating circumstances may delay restoration of service. If Company deems that safety considerations require the customer or someone designated by the customer be at the premises at the time of the restoration, then the unavailability of the customer or designee shall be considered an extenuating circumstance. Service must be restored after the customer:

- A. Pays in full the amount on the disconnection notice plus any required deposit and collection and reconnection charges.
- B. Pays at a minimum, any collection or reconnection fees required by Company tariff and enters into an installment agreement as provided for in Section 8.2 of these rules and pays the first installment thereon. This provision shall not apply if the cause for disconnection was a customer's breach of previous arrangements.
- C. Provides a medical emergency certificate as set out in Section 8.1 of these rules.
- D. Notifies the Company and it is confirmed that the cause for disconnection, if other than nonpayment, has been cured.

A reasonable charge of not less than eighteen dollars (\$18.00) may be made to cover the connection of any service where used for less than three (3) consecutive months. Where service is requested by the customer to be temporarily discontinued, the Company may charge the customer at the time of service a reconnection charge of thirty-six dollars (\$36.00) for residential and commercial service, and fifty dollars (\$50.00) for irrigation service, if such connection occurs during regularly scheduled hours of work. If reconnection is requested after regularly scheduled hours of work, a payment equal to the Company's actual costs of labor and transportation will be made. The Company shall provide the customer an estimate of such cost prior to the service. These charges will not apply, however, when disconnecting is for rebuilding or remodeling of a premise.

**General Service Rules and Regulations**

10. ENERGY DIVERSION

If any device is found installed on customer's premises which prevents the meter from accurately recording as consumption, notice may be issued to the customer giving fifteen (15) days in which to remove such device and related appurtenances. Company has the right to bill customer for estimated amounts of gas consumed, but not properly registered.

As an alternative to the above, the Company may elect to remove or correct any energy diverting device in which case any momentary interruption of service for the purpose of repair or remedy shall not constitute discontinuance, and thus shall not require advance notice. However, written notice must be left at the premise advising the customer of the nature of the violation, the steps Company is taking to correct it, and Company's right to bill for estimated consumption not properly registered.

In and by itself, discovery that a meter has been tampered with shall not be cause for discontinuance. Instead, Company shall mail or deliver written notice advising customer of the discovery and the steps that the Company will take to determine what amount of gas has been diverted and that Company may bill for amounts of gas consumed but not billed.

Notice is not required when Company:

- A. Determines that immediate shut off is imperative for safety reasons.
- B. When discontinuance is ordered by governmental authority having jurisdiction due to alleged customer violations of ordinances, statutes or regulations covering utility service.
- C. When service has been discontinued, in accordance with these rules, is discovered restored by someone other than the Company, and the original cause for the discontinuance has not been cured.

Colorado Operations

**GENERAL SERVICE RULES AND REGULATIONS**

10.1 ROUTINE METER TESTS

The Company will routinely test its natural gas meters in accordance with Rule 25 of the Rules of the Public Utilities Commission of the State of Colorado, except for diaphragm meters 800 cubic feet per hour or less. These meters will be tested in accordance with a Statistical Selective Testing Procedure which has been approved for use by Aquila by the Public Utilities Commission of the State of Colorado.

**General Service Rules and Regulations**

11. HEATING VALUE OF GAS

The minimum heating value (Btu) of natural gas distributed by this Company shall be not less than 900 Btu, the measurement being made conforming to standard conditions of these rules and regulations.

12. INACCURACY OF REGISTRATION, METER FAILURE, AND OTHER BILLING ERRORS

Should any meter fail to register or register inaccurately and on test is found to be running fast in excess of error tolerance levels allowed under rule 4302 (see below), the Company will refund one-half of the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed two years. The customer may elect to receive the refund as a credit to future billings or as a one-time payment to be made within 30 days. Such over-billing shall not be subject to interest.

If on test the meter is found to be running slow in excess of error tolerance levels allowed under rule 4302 (see below), the Company may collect from the customer one-half of the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed six months. Any amounts to be collected from customer may be billed at customer's option pursuant to a payment arrangement on the under-billed amount.

If a meter is found not to register, registers intermittently, or partially registers for any period, the Company shall estimate a charge for the gas used, but not metered, by averaging the amounts used over similar periods preceding or subsequent thereto or over corresponding period in previous years. The period for which the utility charges the estimated amount shall not exceed six months.

In the event of under-billings not provided for above, (such as, but not limited to, an incorrect multiplier, an incorrect register, or a billing error), the company may charge for the period during which the under-billing occurred, with such period not to exceed six months.

In the event of over-billing not provided for above, the company shall refund for the period during which the over-billing occurred, with such period not to exceed two years.

The periods set out in this Section 14 shall commence on the date on which (1) either the customer notifies the Company or the Company notifies the customer of a meter or billing error or (2) the customer informs the Company of a billing or metering error dispute or makes an informal complaint to the External Affairs section of the Commission.

**General Service Rules and Regulations**

12. INACCURACY OF REGISTRATION, METER FAILURE (continued)

Tolerance Levels (4302): Every gas service meter shall be adjusted to be correct to within one percent when passing gas at 20 percent of its rated capacity at one-half inch water column differential. New rotary displacement type gas service meters in sizes having a rated capacity of more than 5,000 cubic feet per hour at a differential not to exceed two inches water column shall be adjusted to be correct within two percent slow and one percent fast when passing gas at ten percent of its rated capacity and shall be adjusted to be correct within one percent slow and one percent fast when passing gas at 100 percent of its rated capacity.

13. MEASUREMENT EQUIPMENT AND TESTING

A. Testing Equipment

The Company will provide such testing equipment and instrumentation as may be necessary to comply with the Rules and Regulations of the Public Utilities Commission of the State of Colorado. The Company shall operate such equipment with standard methods in general use in the natural gas industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment.



**General Service Rules and Regulations**

13. MEASUREMENT EQUIPMENT AND TESTING (continued)

C. Meter Testing Upon Request

The Company will test the accuracy of any gas meter upon request of a customer free of charge if the meter has not been tested within the previous 12 months and if the customer agrees to accept the results of the test for the purposes of any dispute or informal complaint regarding the meter's accuracy; otherwise, the Company may charge a fee for performing the test. Should a customer request and receive a meter test and continue to dispute the accuracy of a meter, upon written request by a customer the Company shall make the disputed meter available for independent testing by a qualified meter testing facility of the customer's choosing. If, upon completion of an independent test, the disputed meter is found to be accurate within the limits of rule 4302, the customer shall bear all costs associated with conducting the test. If, upon completion of an independent test, the disputed meter is found to be inaccurate beyond the limits, the utility shall bear all costs associated with conducting the test.

14. METERS AND REGULATORS

The Company shall furnish meters and meter connections free of extra cost to customer. Meters and meter connections are to be set and maintained at customer's property line; however, in some cases it will be more feasible to set meters on customer's property, this to be decided by the Company. The meter and meter connections are the property of the Company and may be removed when the service is terminated for any cause. All yard lines, interior piping, valves, fittings, and appliances on the premises of the customer shall be furnished by the customer and are subject to the approval of the Company and the municipal authorities which have jurisdiction.

15. CUSTOMER'S PIPING AND APPLIANCES

Customer shall install and maintain the gas piping, fixtures, and appliances on his premises in accordance with the ordinances of the city in which customer is located, or, in the absence of such regulations, same shall be installed in accordance with recognized standards; and the Company may suspend service to customers if it shall have given written notice of defective or unsafe conditions liable to impair its service or to result in injury or damage to any person, or the property of any person or persons, provided, however, that the Company assumes no responsibility whatsoever for the inspection and/or repair of defects in customer's piping, fixtures, or appliances in or on customer's premises and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.

**General Service Rules and Regulations**

16. INSPECTION BY COMPANY

Customer shall permit employees and inspectors of the Company, when properly identified, to enter their premises at reasonable hours to examine the piping, appliances, and other equipment relating to the Company's service and to ascertain connected loads and make necessary tests.

17. LIABILITY

The Company shall not be liable for damage to the customer or to third persons resulting from the use of the service on the customer's premises or from the presence of the equipment on the customer's premises.

18. INTERRUPTION OF SERVICE

If the service shall be interrupted at any time by a cause, the Company shall not be held liable for such interruptions. In such case, the Company shall make every possible effort to restore the service at the earliest moment. Interruptions in service shall not, however, relieve the customer from any charges for service actually rendered.

It is further agreed that the Company shall incur no liability for any failure to furnish gas due to fire, the action of the elements, burnouts, broken pipes, accidents, strikes, riots, war, failure of gas supply or to any cause beyond the control of the Company, or to acts other than the Company's own willful neglect.

19. SERVICE LIMITATION – NOT FOR RESALE

The service furnished is for the sole use of the customer who shall not sell any of such service to any other person or permit any other person to use the same without written consent of the Company. For the violation of this condition, the Company may, after forty-eight hours written notice, remove its meters and discontinue its service.



**General Service Rules and Regulations**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Colorado Operations

**GENERAL SERVICE RULES AND REGULATIONS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. EXTENSION POLICIES (Subject to limitations on new gas service as set forth in Paragraph No. 23)  
A. Main Extensions

1. Firm Customers

Company will extend its Facilities based on project feasibility as defined in Paragraph No. 17-a (D) hereunder. Any main extensions requiring a contribution will be charged to and aid in advance by individual customer(s).

Extensions for customers may be for an individual or a number of individuals. Applicant(s) desiring service who execute the extension agreement and provide a pro-rata share of the required advance payment will receive a pro-rata share of refund(s) for customer connections qualifying for refund during the term of the extension agreement. The term of the extension agreement shall be based on a feasibility study 17-a (D), and in no case shall the term exceed ten years. Any refunds will not exceed the amount of the customer's original total contribution

Colorado Operations

**GENERAL SERVICE RULES AND REGULATIONS**

17. EXTENSION POLICIES (Continued)

A. Main Extensions (Continued)

1. Firm Customers (Continued)

In the case of subdivision type developments, Company will also require payment in advance for the cost of mains to be installed therein. The amount of such advance payment shall be based on the feasibility of each such project in Company's judgment. Customers contributing under this policy will be required to enter into a Gas Line Extension Agreement with Company, which Agreement shall run for a maximum of ten years. As qualified (full service) customers are connected to the original project within the term of the extension agreement, refunds will be granted at a rate as per the executed extension agreement. Any refunds will not exceed the amount of the customer's original total contribution.

2. Interruptible Customers

Company may require advance payment for mains necessary to serve interruptible customers. The amount of such payment will be based on the specific feasibility of customer(s) to be served and will be non-refundable.

3. Irrigation and Oil Well Service

Company will extend mains for irrigation or oil well service based on project feasibility as defined in Paragraph No. 17-a (D) hereunder.

New irrigation customers connected to existing mains which were installed under the previous extension policy will be required to assume their pro-rata share of any monthly service charge still applicable to that particular main.

New oil well service customers connected to existing mains which were installed under the previous extension policy requiring a monthly service charge of 2% of the cost of the main extension exceeding \$1,000 per well connected will be required to assume their pro-rata share of any service charge still applicable to that particular main.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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Colorado Operations

**GENERAL SERVICE RULES AND REGULATIONS**

17. EXTENSION POLICIES (Continued)

A. Main Extensions (Continued)

4. Project Feasibility

Project feasibility shall be determined by using current operating and construction costs and projected revenues of the specific project. The projected rate of return will need to equal the level of return approved for Company by the Colorado Public Utilities Commission. Any projected return deficiency will require an offsetting contribution to assure the project will not cause existing customers to subsidize new users.

5. Feasibility Limitations on Main Extensions

The Company reserves the right to refuse to install its facilities in or to any lot, tract or area on the basis of Company's sole judgment with respect to present and future connection factors and conditions.

B. Service Line Extensions

New customers whose applications for new service are approved will be subject to the following service line policies:

1. Firm Customers

Qualified full service (includes heating) firm customers will be provided, at Company expense, measurement facilities and service line to customer's property line, subject to Company operating standards. Any service line extensions beyond the property line will be charged to customer at a cost of \$4.00 per foot. Any payments required from customers will be non-refundable.

2. Interruptible, Irrigation and Oil Well Supply

Customer will pay the entire cost of the service line. Metering facilities required will be provided at Company's expense. Any payments required from customer shall be non-refundable.

**General Service Rules and Regulations**

21. PIPELINES OTHER THAN COMPANY'S

All municipalities, corporations, companies, particulars, individuals and others applying for service to be supplied over lines not owned by the Company will be required to construct or operate same under Company's established rules and regulations. The Company also reserves the right to reject any and all applications for service where same is to be supplied over lines not controlled by it.

22. EXCESS FLOW VALVES

- A. The Company shall provide written notification to existing and prospective single-residence, residential service customers, where a new or replacement service line that operates continuously at a pressure not less than ten (10) pounds per square inch gauge or greater is to be installed, of the availability for installation of an excess flow valve meeting the performance standards prescribed by the United States Department of Transportation at 49 C.F.R. Part 192.381.

As in accordance with Department of Transportation Regulation 49 C.F.R. Part 192.383, the written notification will include: 1) An explanation for the customer that an excess flow valve meeting the performance standards prescribed under Section 192.381 is available for the operator to install if the customer bears the costs associated with installation, 2) An explanation for the customer of the potential safety benefits that may be derived from installing an excess flow valve. The explanation must include that an excess flow valve is designed to shut off the flow of natural gas automatically if the service line breaks; 3) A description of installation, maintenance, and replacement costs. The notice will explain that if the customer requests the Company to install an EFV, the customer bears all costs associated with installation, and what those costs are. The notice will alert the customer that costs for maintaining and replacing an EFV may later be incurred, and what those costs will be, to the extent known.

- B. While the Company will install an excess flow valve at the service address at the Customer's request, the Customer is responsible for reimbursing the Company for the fully-allocated cost of the installation. The Company shall also be reimbursed for the fully-allocated cost of any post-installation activities, such as repairing, resetting, replacing, and deactivating an excess flow valve, by the then current customer at said service address at the time the activity is undertaken.

<b>General Service Rules and Regulations</b>
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22. EXCESS FLOW VALVES (Continued)

B. (Continued)

Installation Charge:

New Service - \$30.00

Post-installation Activities – Actual Cost as determined by Company. (Typically, the fully loaded labor, equipment, and material costs for the removal and/or repair of asphalt, concrete, sod, landscaping, piping, and installation charge, if applicable.)

- C. The Company shall not be liable for any injuries or damages to or destruction of persons or property, resulting directly or indirectly from any failure of, or defect in, an excess flow valve installed by the Company.

**General Service Rules and Regulations**

**23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION**

**A. PROCEDURE FOR DAILY CURTAILMENT OR PRORATION OF DELIVERIES:**

The following provisions and procedures shall prevail when, in the opinion of the Company, it becomes necessary to curtail, interrupt or prorate service under any of Company's Rate Schedules due to gas supply shortage or other operational cause beyond the control of the Company:

**1. DEFINITIONS:**

- a. General Service Residential Customer  
Customers using gas for personal use for single family dwelling units through a single meter, or service supplied through a single meter to a multiple family dwelling of not more than four households.
- b. General Service Commercial Customer  
Customers primarily engaged in retail or wholesale trade. This includes multiple family dwellings of more than four households served by a single meter.
- c. General Service Industrial Customer - A and B  
Customers whose activity does not qualify for Residential or Commercial classification. Industrial customers shall refer to customers using gas for any purpose in an establishment whose major function is to create or change raw or unfinished material into another form or product, including the generation of electrical power.
- d. Irrigation Customer  
Customers using gas to pump, move and distribute water used for the artificial watering of farm land and growing crops.
- e. Small Volume Interruptible  
A contract customer whose maximum daily interruptible natural gas requirements exceed 24 Mcf per day but are less than 200 Mcf per day.
- f. Large Volume Interruptible  
A contractual customer whose maximum daily interruptible natural gas requirement equals or exceeds 200 Mcf.
- g. Joint Rate Customers  
Contractual customers with natural gas requirements which are satisfied by firm contractual services (either small or large) while supplemented with interruptible service
- h. Feedstock Gas  
Natural gas used as a raw material for its chemical properties in creating an end product.
- i. Process Gas  
Gas use for which alternate fuels are not technically feasible as in applications requiring precise temperature controls and precise flame characteristics. For the purposes of this

**General Service Rules and Regulations**

23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION (Continued)

A. PROCEDURE FOR DAILY CURTAILMENT OR PRORATION OF DELIVERIES: (Continued)

1. DEFINITIONS: (Continued)

i. Process Gas (Continued)

definition propane and other gaseous fuels shall not be considered alternate fuels.

j. Plant Protection Gas

Minimum volumes of natural gas required to prevent physical harm or damage to plant facilities or danger to plant personnel when such protection cannot be afforded through the use of alternate fuel. This does not include volumes to maintain plant production.

k. Agricultural Uses

Agricultural Uses as used herein is limited to the cultivation, production or processing of crops and does not include livestock feeding, livestock processing or associated feed processing which is classified as industrial use.

l. Requirements

The term requirements as used herein shall be that volume of gas that the customer has the ability to use if no curtailment were in effect.

2. PRIORITY CLASSIFICATIONS:

When, in the judgment of the Company, it becomes necessary to curtail or interrupt service to any of its customers in any of its service areas, the Company will observe the following priorities of service categories and curtail customers in the following order with Category I being curtailed last.

Customers, upon request, shall furnish data as in Company's judgment is reasonable and necessary with regard to gas load usage, pattern of consumption, etc. so as to enable Company to classify all consumers into the proper service category, to establish service limitations and/or to determine effect of curtailment orders.

**General Service Rules and Regulations**

23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION (Continued)

A. PROCEDURE FOR DAILY CURTAILMENT OR PRORATION OF DELIVERIES: (Continued)

2. PRIORITY CLASSIFICATIONS: (Continued)

a. FIRM SERVICE

Category I - All residential customers, multi-family dwelling, and all commercial customers whose requirements do not exceed 50 Mcf per day.

Category II - Commercial customers whose daily requirements are in excess of 50 Mcf per day but are less than 100 Mcf per day: industrial customers whose daily requirements for process gas do not exceed 100 Mcf per day and, gas for plant protection requirements.

Category III - Oil and Gas Production, Drilling and Pumping

Category IV - Certain Industrial Uses, with priority in the following order, with Category V-a. being curtailed last.

- a. Industrial Feedstock Gas and Process Gas Requirements in excess of 100 Mcf per day.
- b. Other Industrial Non-boiler Fuel Uses where alternate fuel capabilities can meet such requirements.

Category V - All Commercial and Industrial Uses not otherwise specified. This Category includes feedlot operating requirements.

b. JOINT SERVICE

Category VI - Those customers who have contracted for joint services will continue to receive the contract demand volumes only.

**General Service Rules and Regulations**

23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION (Continued)

A. PROCEDURE FOR DAILY CURTAILMENT OR PRORATION OF DELIVERIES: (Continued)

2. PRIORITY CLASSIFICATIONS: (Continued)

c. INTERRUPTIBLE SERVICE

Category VII - Those customers who have contracted to receive interruptible service including irrigation customers using gas for other than residential heating.

Category VIII - The following Agricultural Uses, with priority in the following order, with Category VIII a. being curtailed last:

- a. Irrigation
- b. Alfalfa Dehydration
- c. Grain Drying

Category IX - Electrical Generating Plants

3. PARTIAL CURTAILMENTS OF A PRIORITY CLASSIFICATION

Where curtailment of any part of the deliveries of gas under a particular category in a supply area is necessary at any one time, all customers purchasing under such category in that supply area will, over a reasonable period of time, be treated alike so far as practicable.

**General Service Rules and Regulations**

23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION (Continued)

B. UNAUTHORIZED OVERRUN DETERRENT AND LIQUIDATED DAMAGES CHARGE:

Any volume of gas taken by a customer in excess of the authorized limitation specified by Company as a result of curtailment, interruption or proration ordered hereunder, shall be considered unauthorized overrun volumes taken, Customer shall pay an overrun deterrent and liquidated damages charge. Such charge shall be the amount as specified in the Gas Sales Contract between Customer and Company, or in the absence of such a provision, will be \$20.00 per Mcf plus any additional charge, including unauthorized overrun charges levied by the pipeline supplier.

The above charges for unauthorized volumes will be in addition to the normal rates as specified in the applicable rate schedule for volumes consumed. The only exceptions shall be, (1) when the volumes were taken because of a force majeure operating situation of the customer, or (2) when sufficient evidence is provided to the Company that circumstances beyond his control prohibited the customer from discontinuing the use of gas.

A force majeure situation under the previous paragraph shall be defined as a situation involving unintentional runaway takes of gas directly resulting from fire, flood, earthquake, storm, impact by a falling or out-of-control object, explosion, riot, vandalism, war or insurrection, provided, however, customer shall promptly and diligently take such action as may be necessary to repair or otherwise remedy such situation. The malfunction of fuel equipment and the unavailability of an alternate fuel supply shall not be classified as exceptions for the billing and collection of payment for unauthorized overrun volumes. The payment for unauthorized overrun volumes shall not give any customer the right to take unauthorized volumes, nor shall such payment exclude any other remedies, including the discontinuance and disconnection of service, available to Company against a customer for failure to stay within its authorized limitation when ordered by the Company to do so.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**General Service Rules and Regulations**

24. ALTERATION OF RULES AND REGULATIONS

No agent or employee has the right to modify or alter the application, rates, terms, conditions, rules or regulations or to make any promises or representations not contained herein, supplements thereto and revisions thereof.

25. NEW AND ADDITIONAL GAS SERVICE

A. Application for Service

The Company reserves the right to limit the number of new customers or the size of any installation taking service under this schedule when or where it appears that such new customers or installations may endanger adequate service to previously connected customers; and so long as the Company supplier is restricting service under the authority of the Public Utilities Commission of the State of Colorado.

1. Requirements for Applications

Written applications will be required for (1) new customers in all classes of service; and (2) expansion of existing gas service by other than small firm (over 50 Mcf/day requirement) customers including (regardless of size) the addition of more or larger engines by irrigation customers.

Any requests for service by a customer who has been discontinued for failure to limit his takes of gas to his authorized volume or, for adding unauthorized load beyond his meter, will be treated as a new customer and shall not retain any priority status by virtue of his prior service.

2. Unauthorized Connection of Load

Connection of load subject to application without proper approval will be cause for disconnection or suspension of service.

**General Service Rules and Regulations**

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

A. Application for Service (Continued)

3. Load Additions Not Requiring Applications

- a. Additions to domestic and commercial base applications for clothes drying, water heating and cooking.

4. Processing of Applications

All applications will be reviewed by Company's management and shall be processed in the following manner:

- a. Approved by issuing a written notice for a stated period of time within which service must be connected.  
b. Denied by written notice.

B. Conditions of Service

To be considered for service, applicants must agree to the following conditions:

1. To comply with all provisions of the main and service line extension policy as set out in Section 21 of these Rules and Regulations.
2. To comply with any applicable heat loss or insulation standards established by Federal or State mandate or as Company may establish in its tariff.

**General Service Rules and Regulations**

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

B. Conditions of Service (Continued)

3. Load to be connected must not be prohibited by the connection policy of the pipeline supplier or be in violation of any end use standards or orders promulgated by State or Federal agencies or as Company may establish in these Rules and Regulations.
4. If an alternate form of energy other than solar is used, it must provide 100% of peak day heating requirement.
5. All gas delivered to each occupancy unit in a multi-occupancy premise where such units are separately rented, leased or owned must be individually metered by Company unless:
  - a. Gas is used in centralized heating, cooling, water heating or ventilating units.
  - b. Individual metering is impractical, unreasonable or uneconomic.

C. Priority of Approving Applications

Company will make its best efforts to supply service to all applicants, contingent on available gas supply which will vary with the source, which may be either from an intrastate supply or purchased from an interstate pipeline. Connections in a given supply area will be granted in the following order with the lowest number (letter) being given the highest priority.

1. Residential customers using gas for personal use for single family and/or multiple family dwellings when individually metered.
2. Non-residential customers using gas for uses not otherwise specified in this subsection in the following order:
  - a. Requirements of less than 25 Mcf per day.
  - b. Requirements from 25 Mcf per day to 50 Mcf per day.
  - c. Requirements from 50 Mcf per day to 100 Mcf per day.

**General Service Rules and Regulations**

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

C. Priority of Approving Applications (Continued)

3. Agricultural Uses - Customers using gas for the cultivation, production or processing of crops (but not including livestock feeding, livestock processing or associated feed processing which are classified as industrial) in the following order:
  - a. Irrigation
  - b. Alfalfa Dehydration
  - c. Grain Drying
4. Oil and gas operations including production, drilling and pumping.
5. Specific Industrial Use - Customers using gas for any purpose in an establishment whose major function is to create or change raw or unfinished material into another form or product, in the following order:
  - a. Industrial feedstock gas and process gas requirements in excess of 100 Mcf per day.
  - b. Other industrial non-boiler fuel uses with a requirement in excess of 100 Mcf per day where alternate fuel capabilities can meet such requirements.
6. Other Commercial and Industrial Uses - Customers with a requirement of 100 Mcf/day and over using gas for boiler fuel. The category includes feedlot operating requirements of any size.
7. Electrical generating plants.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**General Service Rules and Regulations**

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

D. Transfer of Existing Gas Service

1. An existing load of an existing customer in the same community may be transferred to a new location in the same community when all of the following conditions are present:
  - a. The existing customer location has been demolished or otherwise changed in terms of land use as to make future use of natural gas in that location infeasible or unlikely.
  - b. Transfer will be for a like service or one having less maximum hourly heating load requirement or higher priority of service.
  - c. Load at the new location does not exceed current limitation for that class of service and is located on Company's existing main.
  - d. Customer agrees to pay the cost (excluding meter) to install the new facilities.
  - e. Service at the new location is initiated within thirty-six months of the date of termination of service at the old location.
2. An existing load may be transferred to new customers at the same location when all of the following conditions are present:
  - a. The new customer's maximum hour heating load requirements do not exceed the total of the maximum heating load requirements of the previous customer's.
  - b. Service to the new customer is initiated within thirty-six months or the date of termination of the last previous customer.
  - c. Each new customer agrees to pay all costs (meter excluded) for extending service to him as well as his share of the cost of alteration to the then-existing facilities.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**General Service Rules and Regulations**

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE

A. Rates Subject to the Gas Cost Adjustment Clause

All gas utility rate schedules shall be subject to a gas cost adjustment. Gas cost adjustments will be calculated separately for interruptible and for firm sales. Demand adjustments will be calculated separately from interruptible and for firm sales. Demand charges will be assigned on a unit basis to firm customers, no demand charges will be assigned to interruptible customers. The Gas Cost Adjustment for all applicable rate schedules is as set forth on Sheet No. 5.1 and will be added to the Company's Base Rate for billing purposes.

B. Frequency of Change

The Gas Cost Adjustment amounts shall be subject to revision annually on October 1, or at other times as appropriate. Increased or decreased adjustment amounts may be filed on Tariff Sheet No. 5.1 when changes equate to at least one cent (\$0.01) per dekatherm (dth) and will become effective after 30 days notice to the Public Utilities Commission and the public or upon such other date as may be ordered by the Commission. Said increased or decreased adjustment amounts will be prorated as of the effective date.

C. Determination of Gas Cost Adjustment Amount

For purpose of computing the Gas Cost Adjustment (GCA), the following formula will be used:

$$GCA = C + D$$

Where:

C = Current Gas Cost

D = Deferred Gas Cost

D. Definitions

1. Current Gas Cost

A rate component of the GCA expressed in mills (\$0.001) per dth, which reflects the cost of gas commodity, including appropriate adjustment for storage gas injections and withdrawals and exchange gas imbalances, cost associated with using various approved risk management tools and cost of Upstream Service projected to be incurred by the utility during the GCA Effective Period. Current gas cost will be recorded in FERC Account 805.100.

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/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**General Service Rules and Regulations**

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE (Continued)

D. Definitions (Continued)

2. Upstream Services

Include all transmission, gathering, compression, balancing, treating, processing, storage and like services performed by others under contract with the utility for the purpose effectuating delivery of gas commodity to the utility's jurisdictional natural gas facilities

3. GCA Effective Period

The 12-month period of time beginning October 1 that the GCA rate change is intended to be in effect.

4. Deferred Gas Cost

The rate component of the GCA, expressed in mills (\$0.001) per dth, designed to amortize over the GCA Effective Period the under-or over-recovered gas costs reflected in the Company's Account 191 or other appropriate costs for a defined Gas Purchase Year.

The Deferred Gas Cost will be calculated monthly by subtracting Recovered Gas Cost from Actual Gas Cost, and applying AOP credits as set forth in Colo. PUC No. 3 Section 28 and capacity release credits. The resulting amount, whether negative or positive, will be accumulated for the twelve-month period ending June 30 of each year. In addition, interest at a rate equal to the Commission authorized customer deposit rate for gas utilities will be applied to the deferred gas costs on an average monthly basis, and will be accumulated for the same twelve-month period ending June of each year. Deferred Gas Cost, plus interest if net interest is negative, will be divided by estimated sales volumes for the twelve-month period during which the Deferred Gas Cost is to be effective. If net interest is positive, it will be excluded from the calculation of the Deferred Gas Cost.

A revised Deferred Gas Cost will be effective beginning October 1 of each year. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's GCA.

5. Recovered Gas Cost

The amount calculated by multiplying the volumes sold during a month by the currently effective rate of purchased gas.

**General Service Rules and Regulations**

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE (Continued)

6. Actual Gas Cost

All costs properly included in FERC Accounts 800, 801, 802, 803, 804, 805, 806, 808, 809, and 823. All costs and income associated with using various approved risk management tools are included in FERC Account 805.200.

E. Information to be Filed with the Public Utilities Commission

Each filing of a Gas Cost Adjustment tariff will be accomplished by filing an application and exhibits as required by 4 CCR 4604. Such application will be accompanied by such supporting data and information as the Commission may require from time to time.

F. Additional Filings

The Company shall file with the Commission, on or before each June 1, a Gas Purchase Plan (GPP), in accordance with Commission's rules (4CCR 4605).

The annual GCA application shall be accompanied by a Gas Purchase Report for the preceding Gas Purchase Year in which a Gas Purchase Plan was filed. The exhibits filed with the GPR shall be as specified in the Commission's rules (4 CCR 4608). The purpose of the GPR is to present the Company's actual purchases of gas commodity and Upstream Services during each month of the Gas Purchase year.

G. Treatment of Refunds

All refunds from suppliers will be made pursuant to a plan submitted and approved by the Commission.

H. Accounting Requirements

The Company shall maintain a continuing monthly comparison of the actual cost of gas as shown on the books and records of the Company, exclusive of refunds, and the cost recovery for the same month calculated by multiplying the volumes sold during said month by the currently effective rate for purchased gas.

I. Incorporation by Reference

The Company's Gas Cost Adjustment as set forth above incorporates by reference the entire Rules Regarding Gas Cost Adjustment, 4 CCR 4600. The intent of the GCA Rules shall prevail in case of any conflicts, errors or omissions in the Company's GCA tariffs stated herein.

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Advice Letter No. 540

\_\_\_\_\_  
/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

**General Service Rules and Regulations**

**27. ASSET OPTIMIZATION PLAN TARIFF**

To the extent the basis differential in gas cost per Dth between the Rocky Mountain and Mid-Continent indices exceeds the allowable capacity release rate via traditional Colorado Interstate Gas (CIG) Company electronic bulletin board (EBB) releases, Company shall extract this additional value by the use of an Asset Optimization mechanism or Asset Optimization Plan (AOP) whereby Company purchases supply, transports the supply using the otherwise releasable capacity, and sells the supply to another party as a bundled sales in the Mid-Continent market. This mechanism generates a margin between the sale price and cost of gas (plus the cost to deliver the resale gas) that can be shared.

Sharing under the AOP shall be limited to 10,000 Dth/day firm CIG capacity with delivery rights to Forgan, Oklahoma, which interconnects with National Gas Pipeline of America to serve the Mid-Continent Market. Bundled gas sales outside Colorado shall be made on a month-to-month basis in the summer and on a day-to-day basis in the winter. Sharing under the AOP shall be limited to Company's value-added contribution, i.e., gas sales capitalizing on the basis differential between the Rocky Mountain and Mid-Continent Regions with 10,000 Dth/day of delivery capacity to Forgan at a price higher than the capacity release credits. Notwithstanding the AOP, Company shall continue to release any excess capacity on CIG's EBB that cannot be utilized in the AOP transactions(s). Under the AOP, Colorado ratepayers shall continue to receive 100 per cent (100%) of capacity release credits (1) via traditional CIG EBB releases on any excess capacity and (2) on a pro-forma basis via Asset Optimization bundled sales.

Colorado ratepayers shall not share in any losses in gas commodity sales from the AOP. Any penalty associated with non-delivery of gas sold under the AOP shall be borne by Company. Any imbalance penalty attributable solely to the AOP shall be borne by Company. All AOP capacity release revenues will be recorded. Any non-collection of revenues under the AOP shall be borne by the Company, provided however that: (1) any uncollectible on capacity release will be borne by the Company and Customers shall receive maximum rate capacity release credits on all AOP transactions and (2) any uncollected AOP margins subsequently received by the Company will be shared with Customers in equal amounts and in accordance with the formula below.

The AOP shall operate independently of the Gas Cost Adjustment (GCA) clause. Company shall separately identify gas trading for the AOP and the general system, and shall separately account for costs and revenues for the AOP and the general system. Expenses and revenues associated with the AOP shall be itemized and recorded in appropriate FERC sub-accounts separate from expenses and revenues associated with providing service to Colorado ratepayers. AOP transactions shall be readily and directly traceable to specific contracts, invoices for gas purchases, and bills for the gas sales.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

**General Service Rules and Regulations**

27. ASSET OPTIMIZATION PLAN TARIFF (cont.)

Company's obligation to serve in no way shall be affected by the AOP. Should the Commission find, after hearing, the reliability of delivery of gas to Colorado customers has been affected by operations of the AOP and that customer refunds relating to reliability of service are required, the Company shall make such refunds if ordered by a final decision of the Commission.

The AOP sharing mechanism shall be structured as follows:

- a. On a monthly basis, in months when AOP transactions occur, Company shall credit the Account No. 191 for an amount that represents the maximum rate credit for the release of pipeline capacity used in the AOP transaction.
- b. Colorado ratepayers and Company shall share 50/50 of the asset optimization margins under the AOP.
- c. AOP margins shall be recorded "on a deal-specific basis." Only positive AOP margins will be shared. There shall be no netting of positive and negative AOP margins. AOP margins shall be determined using the following formula:

Revenue from a bundled gas sale contract to the Mid-Continent Region  
Less Commodity Gas Cost<sup>1</sup>  
Less Pipeline Capacity Reservation Cost<sup>2</sup>  
Less Variable Transportation cost<sup>3</sup>  
Less Incremental Administrative Cost<sup>4</sup>  
Less Variable Cost<sup>5</sup>  
AOP margin to be shared 50/50<sup>6</sup>

<sup>1</sup>Commodity Gas Cost = Deal-specific Volume (Dth or MMBtu @ standard pipeline pressure base) x unit price of purchase gas per Dth or MMBtu. Commodity Gas Cost may include separate, but specifically identifiable, hedging costs, if applicable.

<sup>2</sup>Pipeline Capacity Reservation Costs = Deal-specific Volume (Dth or MMBtu @ standard pipeline pressure base) x pro-forma unit price of maximum tariff rate (the then currently effective CIG maximum TF-1 reservation rate (\$/Dth) divided by 30.4 (365 days/12 months).

<sup>3</sup>Variable Transportation Cost = Deal-specific Volume (Dth or MMBtu @ standard pipeline pressure base) x unit rate for gas transportation on CIG's tariff.

Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

**General Service Rules and Regulations**

27. ASSET OPTIMIZATION PLAN TARIFF (cont.)

<sup>4</sup>Incremental Administrative Cost is the additional administrative cost for the AOP that are not duplicative of any cost recovered in a rate case.

<sup>5</sup>Variable Cost may include costs associated with fuel, loss and unaccounted for ("F, L&U") as revised from time to time on CIG's tariff.

<sup>6</sup>No sharing for a deal/transaction where the AOP margin to be shared is less than zero.

Company shall calculate AOP margins for each transaction using the foregoing formula and report this information in its annual Gas Purchase Report and Gas Purchase Plan. Company shall describe and explain the allocation of gas purchases, revenues and expenses. Company shall provide work papers under separate cover on specific gas contracts, invoices for gas purchases, and bills for gas sales, etc. In addition, Company shall describe and explain any affiliate transactions or unique or unusual circumstances.

Implementation of Sharing: On a monthly basis, in months in which AOP sharing occurs, all revenues and cost associated with using the AOP shall be booked in FERC Accounts 417.00, 417.100, and 191.540 Customers and the Company shall share AOP margins in equal amounts. Notwithstanding the AOP, the Company shall continue to release any excess capacity in CIG's EBB that cannot be utilized in the AOP transaction(s) with all associated revenues being booked in FERC Account 191.540.

Term of AOP: Sales under the AOP shall terminate on June 30, 2012.

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Effective Date: July 2, 2010

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**General Service Rules and Regulations**

28. GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (G-DSMCA)

A. Gas Demand-Side Management Cost Adjustment (G-DSMCA)

All sales rate schedules for natural gas service are subject to a Gas Demand-Side Management Cost Adjustment ("G-DSMCA") designed to prospectively recover prudently incurred costs of Demand-Side Management Programs ("DSM Programs") in accordance with Commission-approved Demand-Side Management Plans and Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"). The G-DSMCA Factor shall be separately calculated and applied to the Company's base rates schedules of residential, small commercial, small volume firm, small volume interruptible, large volume firm, and large volume interruptible customers. The Company shall recover the annual expenditure projected for that year over a one-year period with the G-DSMCA Factor.

B. DSM Plan Filing

The Initial DSM plan filings shall cover a DSM period of two years. The subsequent DSM plan filings shall cover a DSM period of three years unless otherwise specified by the Commission. Subsequent DSM plan applications are to be filed by May 1 of the final year of the current DSM plan. Periodic DSM Plan Filings may be pursuant to the Gas DSM Rules by the Company to propose, inter alia, expenditure target for DSM programs.

C. Biannual G-DSMCA Filings

Effective on or after January 1, 2009, the Company shall place into effect the new G-DSMCA tariff pursuant to the Commission's final order on its initial DSM plan and application.

Beginning April 1, 2010, and each April 1<sup>st</sup> thereafter, the Company will submit its annual DSM report, application for bonus and DSMCA filing. The Company will include in its annual G-DSMCA filing all pertinent information and supporting documentation as it is required by the Commission's Rules and as specifically set forth in Gas DSM Rules 4757 and 4758.

**General Service Rules and Regulations**

28. GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (G-DSMCA) (cont.)

C. Biannual G-DSMCA Filings (cont.)

The Company shall file a request to adjust its G-DSMCA Factor either through an application or an advice letter and tariffs. Prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the utility's DSM programs, as well as recovery of deferred G-DSMCA costs, plus any G-DSM bonus approved by the Commission, shall be recovered through the G-DSMCA Factor that is set on an annual basis, and collected from July 1 through June 30.

If the projected DSM program costs have changed from those used to calculate the currently effective G-DSMCA cost of if the Company's deferred G-DSMCA cost balance increases or decreases sufficiently, the Company may file an application to revise its currently effective G-DSMCA factor to reflect such changes, provided that the resulting change to the G-DSMCA factor equates to a base rate change of at least one cent (\$0.01) per Mcf or Dth. The Company has the burden of proof to justify any interim G-DSMCA filings and the Commission has the discretion to consolidate the interim G-DSMCA filing with the next regularly scheduled annual G-DSMCA filing.

D. Definitions

1. *Deferred G-DSMCA Cost.* Deferred G-DSMCA Cost means a rate component of the G-DSMCA Factor which is designed to amortize over the G-DSMCA Period, plus interest, the under- or over-recovered G-DSMCA Factor reflected in the Company's Account No. 186 for all applicable rate schedules.
2. *DSM Bonus.* The amount of bonus approved by the Commission in the Company's annual DSM Bonus application, as set forth in Gas DSM Rule 4760.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

Effective Date: June 15, 2010

**General Service Rules and Regulations**

28. GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (G-DSMCA) (cont.)

D. Definitions (cont.)

3. *Current DSM Costs.* Prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the Company's DSM programs.
4. *DSM Period.* DSM Period means the effective period of an approved DSM plan.
5. *DSM Programs.* DSM Program or energy efficiency program means any combination of DSM measures, information and services offered to customers to reduce natural gas usage set forth in the Company's DSM Plan Filing as approved by the Commission.
6. *G-DSMCA Factor.* The G-DSMCA Factor for each service class shall be a percentage adjustment applicable to all base rates for customers receiving service under the rate schedule for the service class. The following formula shall be used:

$$\text{G-DSMCA Factor} = \frac{\text{current DSM Cost} + \text{DSM Bonus} + \text{Deferred DSM Cost}}{(\text{CFCST} * \text{CUSTSRV} + \text{SFCST} * \text{BASECOM})}$$

where

- CFCST is the forecast number of customers in for the next DSM Period, CUSTSRV is the monthly service charge, SFCST is forecasted gas sales quantity for the rate schedule in the next DSM Period, and BASECOM is the base commodity rate.
- The G-DSMCA Factor will also include the current G-DSM bonus plus any adjustment necessary to previously approved G-DSM bonuses.
- Deferred G-DSMCA Cost includes sub-account of deferred amounts for DSM bonus and current DSM Cost for the rate schedule.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**General Service Rules and Regulations**

28. GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (G-DSMCA) (cont.)

D. Definitions (cont.)

7. *G-DSMCA Period.* The G-DSMCA shall take effect July 1 of each year for a period of 12 months.
8. *Interest on under- or over-recovery.* The amount of net interest accrued on the average monthly balance in sub-accounts of Account No. 186 (whether positive or negative), is determined by multiplying the monthly balance by an interest rate equal to the Commission-authorized after-tax weighted average costs of capital.
9. *Prudence review and adjustment of G-DSM bonus.* If the Commission finds that the actual performance varies from performance values used to calculate the DSM bonus, then an adjustment shall be made to the amount of DSM bonus award. Any true-up in DSM bonus will be implemented on a prospective basis.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**General Service Rules and Regulations**

28. GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (G-DSMCA) (cont.)

G-DSMCA Factor

Residential Service  
RS 4.86%

D

Non-Residential Sales Service

SC 6.08%  
SVF 6.08%  
SVI 6.08%  
LVF 6.08%  
LVI 6.08%

D

D

D

D

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Advice Letter No. 542

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 28, 2010

Decision No. C10-0567

Effective Date: July 1, 2010

**Transportation Service Terms, Conditions, and Other Charges**

The following terms, conditions, and other charges shall apply to customers taking service under Company's Transportation Rate Schedules:

1. Definition of Terms:

- A. Aggregation: The practice of combining the nominations and balancing of gas delivered to more than one end-user from receipt point(s) served by a common pipeline. Aggregation of end-users is allowed only on the same interstate pipeline operational zone.
- B. Aggregation Pool: An aggregation pool shall be defined as one or more end-users. Any supplier or marketer that serves more than one end-user(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.
- C. Aggregator: An agent who has been designated by one or more end-use customers to manage gas transportation services provided by Company to the end-use customer's facilities on an aggregation basis and who executes a Marketer Agreement.
- D. CIG: Colorado Interstate Gas Company
- E. Company: Black Hills/Colorado Gas Utility Company, LP, d/b/a Black Hills Energy
- F. Curtailment: The inability of an End-User under a transportation schedule to receive gas due to a shortage of the End-User's gas supply.
- G. Delivery Point: The meter point where Company delivers gas to the end user
- H. Dekatherm, or "Dth": A unit of measurement of gas commodity heat content equal to 1,000,000 British thermal units (1 MMBtu).
- I. End-User: The party that ultimately consumes the supply of natural gas at the delivery point.
- J. Imbalance: The difference between the volume of gas received at receipt point and the volume of gas delivered at delivery point.
- K. Interruption: The utility's inability to provide delivery to End-Users in a locale due to constraints on the utility's pipeline system.
- L. Nominations: Customer's estimate of gas volume to be transported on Company's distribution system on a daily basis.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

Decision No. C10-0513

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**Transportation Service Terms, Conditions, and Other Charges**

1. Definition of Terms (Continued)

- M. PSI: Pounds per square inch
- N. PUC: Colorado Public Utilities Commission
- O. Receipt Point: the meter point where customer delivers gas to Company for transportation.
- P. Telemetry: Equipment capable of obtaining, accumulating, and transmitting to a central location data regarding gas flow.
- Q. Therm: A unit of heat equal to 100,000 British thermal unit
- R. Transportation Customer: A person who, by signing a gas transportation agreement, elects to subscribe to the unbundled service option of gas transportation offered by the Company.

2. Nomination: Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month, must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on, the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provisions, including but not limited to, monthly cash out.
3. Measurement: All transportation deliveries will be measured on a therm or dekatherm basis at the standard sales base pressure of 14.73 psi.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**Transportation Service Terms, Conditions, and Other Charges**

4. **Curtailement/Interruption of Service:** If Company is required to curtail Transportation service, then such interruptions or curtailments shall be governed by Company's curtailment provisions in Company's General Service Rules and Regulations on file and approved by the PUC. Notwithstanding any provision to the contrary herein, Company may fully or partially curtail transportation service when, in Company's opinion, curtailment or interruption is necessary to protect the delivery of gas to Customers with higher priority uses, or to protect the integrity of its system. Company shall allocate, as equitably as practicable, the capacity which is available, taking into consideration priority of use of other factors it deems necessary to ensure public health and safety.
5. **Balancing:** To assure Company's system integrity, the customer is responsible for: 1) providing daily nominations which accurately reflect customer's expected consumption, and 2) balancing on a monthly basis, deliveries to Company's system with therms consumed at the delivery points. Failure to fulfill these responsibilities will result in the following charges:
- A. **Overrun Charge:** If, on any day, the deliveries of gas consumed is greater than the nominated quantity, Company will charge the applicable overrun service charge to the customer responsible for the overrun service charge provided Company can identify the responsible customer. The FERC approved charges for CIG apply. The most current rates can be found in CIG's tariff. For reference purposes, (but may not be the most current) rates are:

TF-1 Reservation Rate (\$/Dth):

	Minimum	Maximum
R1 (Monthly Rate)	\$0.0000	\$9.6477
Daily Authorized Overrun Rate	\$0.0170	\$0.3342
Hourly Authorized Overrun Rate	\$0.0170	\$0.3342

Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**Transportation Service Terms, Conditions, and Other Charges**

5. Balancing (Continued)

A. Overrun Charge (Continued)

TF-1 Daily Unauthorized Overrun Rate (\$/Dth):

Greater of 100 Dth or 3% of MDQ	2 times TI-1 Maximum Commodity Rate
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)	2 times TI-1 Maximum Commodity Rate
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)	10 times monthly Spot Index Price

TF-1 Hourly Unauthorized Overrun Rate (\$/Dth):

Greater of 100 Dth or 3% of HEA	\$0.6684
Greater of 100 Dth or 5% of HEA	\$1.6710
Greater of 100 Dth or 10% of HEA	\$3.3420

- B. Monthly Cashout: At the end of each calendar month, Customer is required to balance its receipts and deliveries. Any variance between Customer's receipts and deliveries will result in the following "cash out" of imbalance deliveries:

	Overage (Company Pays Customer)	Underage (Customer Pays Company)
0-5%	100% x ADIP	100% x ADIP
>5%-10%	90% x ADIP	110% x ADIP
>10%-15%	80% x ADIP	120% x ADIP
Greater than 15%	60% x ADIP	140% x ADIP

Advice Letter No. 540

/s/ Steven M. Jurek  
 Signature of Issuing Officer  
 Vice President

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**Transportation Service Terms, Conditions, and Other Charges**

5. Balancing (Continued)

B. Monthly Cashout (Continued)

“Average Daily Index Price” (ADIP) shall mean the sum of the daily midpoint index price for the Rockies – CIG, Rocky Mountains as published in Platt’s Gas Daily for each day of the production month divided by the number of days in the Month. Should Platt’s Gas Daily become unavailable or not publish a price for any day, Company shall calculate the ADIP on information posted in a similar publication.

For Overage, Company pays customer the relevant % x ADIP according to the imbalance level.

For Underage, the customer pays Company the relevant % x ADIP according to the imbalance level, plus pipeline transportation charges, plus fuel.

6. Minimum Term: Customers under Schedule LVTS shall have a minimum term of one (1) year service and customers under Schedule ITS shall have a minimum term of six months. Company at its sole discretion may allow a term less than the one year or six month minimums.

7. Notification and Changes to Transportation: Customer, either individually or on behalf of aggregated end-user, shall notify Company of their intent to begin or change service to End-User under the applicable transportation rate schedule. Enrollment in transportation service or any changes to service (for example, a change in Aggregator) shall take place as follows:

A. For customers under Schedule ITS: Notification shall be received by the Company at least thirty (30) days prior to April 1 with the understanding that any enrollment or change in End-User transportation service shall begin with the customer’s April nomination; and notification shall be received by the Company at least thirty (30) days prior to November 1 each year with the understanding that any enrollment or change in End-User transportation service shall begin with the customer’s November nomination.

B. For customers under Schedule LVTS: Notification shall be received by the Company at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month and after telemetry is installed.

If notification is not provided within said timeframe, the enrollment or change in service shall not begin until the first day of the next applicable nomination calendar month.

**Transportation Service Terms, Conditions, and Other Charges**

7. Notification and Changes to Transportation (Continued)  
Notification shall include Customer and End-User names and addresses, account number, billing information, and other information as Company may deem appropriate.  
Any supplier or marketer that serves one or more End-Users that are eligible to be pooled for the purposes of forming an Aggregation Pool will be deemed an Aggregator, and will be required to execute a Marketer Agreement.
8. Termination of Transportation: Customers terminating transportation service shall notify the Company in writing at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month. If an End-User wishes to return to firm sales service, Company shall have the following options:
  - A. Accept the End-User as a firm sales customer only if Company has capacity to serve customer's firm requirement.
  - B. Accept the End-User as an interruptible customer only.
9. Aggregation Service: An Aggregator may combine a group of transportation End-Users that have the same balancing provisions and are located within the same pipeline operational zone. The aggregated group will be considered as one customer for purposes of calculating the daily scheduling penalties and monthly imbalances, i.e., individual customer nominations and consumption will be summed and treated as if they were one customer. This does not include aggregation of customer charge or delivery charges. The cost of this aggregation service is \$0.04 per dekatherm of gas delivered to the aggregated group and is billed to the Aggregator. Any marketer or supplier who forms an aggregation pool will be deemed an aggregator, and will be required to execute a Marketer Agreement. End-Users in different delivery areas shall not be aggregated together. Delivery areas include the Front Range (deliveries from CIG's 9A and 212 Lines) and the Outback (deliveries from CIG's 2A Line). End-Users under Schedule ITS shall be aggregated separately from End-Users under other transportation service rate schedules that require telemetry.
10. Refunds: Company's refunds to sales customers, applicable to the period when gas is transported, will not be made to transportation customers.
11. Payment: Payment of bill is net and due and payable within fifteen (15) days from the date of mailing or presentation of bill.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**Transportation Service Terms, Conditions, and Other Charges**

12. Telemetry: Large Volume transportation customers must agree to have the Company install telemetry equipment at the customer's expense. Customers agree to reimburse the Company for the cost incurred by the Company to install telemetry equipment and for the cost of any other improvements made by the Company in order to provide this transportation service. Customer shall also provide telephonic access and service to this telemetry equipment. The telemetry equipment and any other improvements made by the Company shall remain the property of the Company, and will be maintained by the Company.
13. Gas Quality: Gas received for transportation by Company shall meet all quality specifications applicable to other gas sold and/or delivered by interconnecting pipeline to Company's receipt point.
14. Gas Supply: Customer must have arranged for the purchase of gas other than Company's pipeline supply and for its delivery to Company receipt point.
15. Pipeline Charges: Any specific charges that Company incurs from the pipeline on behalf of customer will be passed through to that customer.
16. Line Extension Policy: Any new or additional facilities required at the delivery point to provide transportation service shall be paid for by the Customer. All facilities installed by Company shall continue to be owned, operated and maintained by Company.

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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**Transportation Service Terms, Conditions, and Other Charges**

Transportation Request Form  
Black Hills /Colorado Gas Utility Company, LP, d/b/a Black Hills Energy

TRANSPORTATION AFFIDAVIT

Customer Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_, CO  
Account Number(s): \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Peak Day Capacity \_\_\_\_\_

Notice of intent to transport natural gas through the facilities of Bill Hills Energy - Colorado Gas Operations, pursuant to its applicable tariffs.

We hereby authorize:           Name of Marketer: \_\_\_\_\_

Check all applicable authorizations:

- \_\_\_\_\_ To forward to Black Hills Energy, our monthly nominations and any nomination revisions.  
\_\_\_\_\_ To receive information concerning our usage history. This authorization will continue until written notice of cancellation is provided to Black Hills Energy by Customer.  
\_\_\_\_\_ To receive duplicate monthly billing statements.

_____	_____
(Customer Name)	(Title)
_____	_____
Customer Representative Print Name)	(Signature)
_____	_____
(Date)	(Telephone Number)

**Transportation Service Terms, Conditions, and Other Charges**

LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT

This Agreement is entered into effective the \_\_\_\_\_ by and between Black Hills/Colorado Gas Utility Company, LP, d/b/a Black Hills Energy ("Company") and \_\_\_\_\_ ("Customer"), whose service address is \_\_\_\_\_.

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. Availability: Service under this Agreement is available to customers who have contracted for an alternate or supplemental source of gas supply and have requested Company to transport such alternate or supplemental gas for Customer's account. Service hereunder is conditioned upon availability of capacity without detriment or disadvantage to existing customers. This service shall apply to large volume gas transportation service. Annual consumption must exceed 5,000 dekatherms per meter.

2. Service Considerations: Service hereunder is provided by Company pursuant to its Large Volume Transportation Rate Schedule, Sheet No. 13 and the Transportation Terms, Conditions, and Other Charges, Sheet Nos. 70 through 84 and pursuant to the General Service Rules and Regulations, all as contained in Company's Gas Tariff on file with the Colorado Public Utilities Commission ("CPUC"), as the same may be amended, modified or superseded from time to time (the "Tariff"). Customer shall have telemetry equipment in place to measure daily consumption. Customer is responsible for reimbursing Company for all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Any such investment shall remain the property of Company.

3. Charges: Customer shall be responsible for and shall pay to Company the following charges for the periods indicated or as otherwise applicable:

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Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

Issue Date: June 4, 2010

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<u>Facility Charge:</u>	\$250.00 per month per meter
<u>Delivery Charge:</u>	\$0.9199 per dekatherm
<u>Other Charges:</u>	Overrun Charges (Sheet Nos. 72-73) Monthly Cashout Charge (Sheet Nos. 73-74)
<u>Optional Services:</u>	Aggregation Service

\_\_\_\_\_ Customer initials here if optional service is desired by Customer and agrees to pay the charges associated therewith according to and as set forth in Company's Tariff.

4. Term: This Agreement shall remain in effect for a primary term of one (1) year(s) from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party. This agreement, and all its rates, terms and conditions as set out in this agreement and as set out in the tariff provisions which are incorporated into this agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission. If the end-use customer uses a marketing broker for nomination, gas purchases, and balancing, the end-use customer shall provide the utility with an agency agreement.

5. Balancing: Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing on a monthly basis, deliveries to Company's system with volumes consumed at the delivery point. Failure to fulfill these responsibilities will result in Customer incurring charges described in Sheet Nos. 72-74 of Company's Tariff, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.

6. Pipeline Charges: Any charges, which Company incurs from a pipeline on behalf of Customer, will be passed through to Customer.

7. Nominations: Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month, must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on, the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provisions, including but not limited to, monthly cash out.

**Transportation Service Terms, Conditions, and Other Charges**

8. Billing and Payment: Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment. Payment of bill is net and due and payable within fifteen (15) days from the date of mailing or presentation of bill.

9. Notices: Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the addresses provided below:

<b>Company:</b>	<b>Customer:</b>
Black Hills/Colorado Gas Utility Company, LP, d/b/a Black Hills Energy Attention: Customer Relations Rep Telephone: Fax:	Company:  Attention: Address:  Telephone: Fax:

10. Regulatory Commission Authority: The provisions of this Agreement are subject to Company's Tariff, as it may be amended from time to time, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the CPUC and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates, terms or conditions of service, or any other changes to Company's Tariff, and that Customer shall be bound by such changes in rates, terms or conditions as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

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11. Acknowledgement of Transportation Risks: Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

The risk that if Customer wishes to terminate transportation service and return to firm sales service, the Company will accept Customer as a firm sales customer only if Company has capacity to serve Customer's firm requirement. If not Company will accept Customer as an interruptible sales customer;

The risk that Customer may incur penalties for unauthorized takes described in Sheet Nos. 72-73 of Company's Tariff, balancing and scheduling charges pursuant to Company's Tariff, and any charges Company incurs from the pipeline on behalf of Customer; and

That Customer must stop using gas when notified by Company or by Customer's gas supplier of any interruption affecting Customer's gas supply or transportation service.

12. Entire Agreement: This Agreement and Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement effective the date first above written.

**Black Hills/Colorado Gas Utility, LP,  
d/b/a Black Hills Energy**

**"Customer"**

\_\_\_\_\_

(Print name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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**Transportation Service Terms, Conditions, and Other Charges**

Irrigation Transportation Agreement  
Irrigation Transportation Service – Aggregated (ITS)

Black Hills Energy  
Gas Supply Services  
Attn: Transportation Dept.  
1815 Capitol Avenue  
Omaha, NE 68102

Phone:  
Fax:

The Customer, \_\_\_\_\_ (“End User”), has selected \_\_\_\_\_ as its marketer for the purpose of aggregating End User’s gas supply with the gas supplies of other end users on the local gas distribution system of Black Hills Energy as provided under Rate Schedule ITS of Company’s Tariff on file with the Colorado Public Utilities Commission (“PUC”).

This agreement is entered into and effective with the Customer’s (check one):  
\_\_\_\_\_ April 2009 or \_\_\_\_\_ November 2009

Notification shall be received by the Company at least thirty (30) days prior to effective month indicated above with the understanding that any enrollment or change in End-User transportation service shall begin with the April or November nomination period.

1. End User agrees to pay, directly to Company upon invoice, the following tariff charges applicable to the transportation service to be provided by Company with respect to End User’s gas:

Facility Charge :\$30.00 per meter per Month  
Delivery Charge: \$0.10791 per Therm Delivered

Company will invoice End User for the above charges beginning with the month following the commencement of service to End User.

2. General Rules, Regulations, Terms and Conditions: End User acknowledges that transportation service is subject to Company’s General Rules and Regulations and Company’s Transportation Services Terms and Conditions on file with the PUC, as the same may be revised or amended from time to time.

This agreement, and all its rates, terms and conditions as set out in this agreement and as set out in the tariff provisions which are incorporated into this agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore.

Advice Letter No. 540

/s/ Steven M. Jurek  
Signature of Issuing Officer  
Vice President

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<b>Transportation Service Terms, Conditions, and Other Charges</b>
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In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.

If the end-use customer uses a marketing broker for nomination, gas purchases, and balancing, the end-use customer shall provide the utility with an agency agreement.

End User Signature:	Phone:
Printed Name:	Fax:
Title:	Account Number(s):
Date:	
Service Account Name:	
Service Address:	Meter Number(s):
Effective Date:	

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**Transportation Service Terms, Conditions, and Other Charges**

AGENCY AUTHORIZATION  
FOR NATURAL GAS PURCHASE AND TRANSPORTATION SERVICE

The undersigned parties hereby acknowledge the existence of an Agency Agreement ("Agreement") between \_\_\_\_\_ ("Customer") and \_\_\_\_\_ ("Agent") for the purpose of purchasing and transporting natural gas to the Customer facility(s) listed in this document.

Customer desires Agent to make arrangements for Customer to purchase and transport natural gas supplies; Agent warrants and represents it is capable and willing to arrange for the purchase and transportation of natural gas supplies for Customer; Customer desires that Black Hills Energy cooperate with Agent and provide natural gas transportation and related services to Customer's facility(s). Therefore Black Hills Energy, Customer and Agent agree as follows: Check those that apply.

\_\_\_\_\_ Customer has appointed Agent as its representative to make arrangements for the purchase and transportation of natural gas on behalf of Customer including the negotiation and execution of any necessary agreements with Black Hills Energy.

\_\_\_\_\_ Agent is authorized to make arrangements that include but are not limited to, the amount of natural gas to be purchased, nominations of gas to be delivered, management of daily deliveries, selection of receipt and delivery points, and payment of invoices.

\_\_\_\_\_ Agent will be responsible for and promptly pay for any and all services purchased by Agent including but not limited to charges under Black Hills Energy's transportation service tariff provisions. Customer shall be responsible for and promptly pay for services purchased by Customer including but not limited to charges under Black Hills Energy's applicable transportation service tariff.

In the event Agent is unable or unwilling to pay Black Hills Energy for services rendered, Customer shall remain fully liable for payment for such services including but not limited to transportation services, costs of replacement natural gas supplies, imbalance or unauthorized gas use penalties, late charges, tax and/or use fees or other such costs incurred by Agent acting on behalf of Customer.

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/s/ Steven M. Jurek  
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Vice President

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**Transportation Service Terms, Conditions, and Other Charges**

Customer will hold Black Hills Energy harmless for any failure by Agent to deliver adequate supplies of natural gas to Black Hills Energy's Town Border Station or for otherwise failing to comply with any applicable tariffs.

The term of the current agency relationship between Customer and Agent extends from \_\_\_\_\_ to \_\_\_\_\_. Customer agrees to notify Black Hills Energy in writing of any termination of the agency relationship prior to the scheduled termination. If Black Hills Energy has not been notified in writing of a termination of agency relationship between Customer and Agent, any agreements executed by Agent for Customer will be construed to have been authorized by Customer and shall be binding.

\_\_\_\_\_ Black Hills Energy agrees, if requested, to provide duplicates of all required nominations and billing information to both Agent and Customer.

Customer:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Fax: \_\_\_\_\_

Address of facility(s) included:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

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/s/ Steven M. Jurek  
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Vice President

Issue Date: June 4, 2010

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