



Original Sheet No. 1

Wyo. P.S.C. No. 12

SCHEDULE OF RATES
FOR NATURAL GAS SERVICE
AVAILABLE
IN THE ENTIRE TERRITORY SERVED
BY
CHEYENNE LIGHT, FUEL AND POWER COMPANY
D/B/A BLACK HILLS ENERGY

Communications Concerning Tariffs Should Be
Addressed to:

Regulatory
Cheyenne Light, Fuel and Power Company
1301 W. 24th Street
Cheyenne, WY 82001
(605) 721-2348



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Original Sheet No. 2

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Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 3

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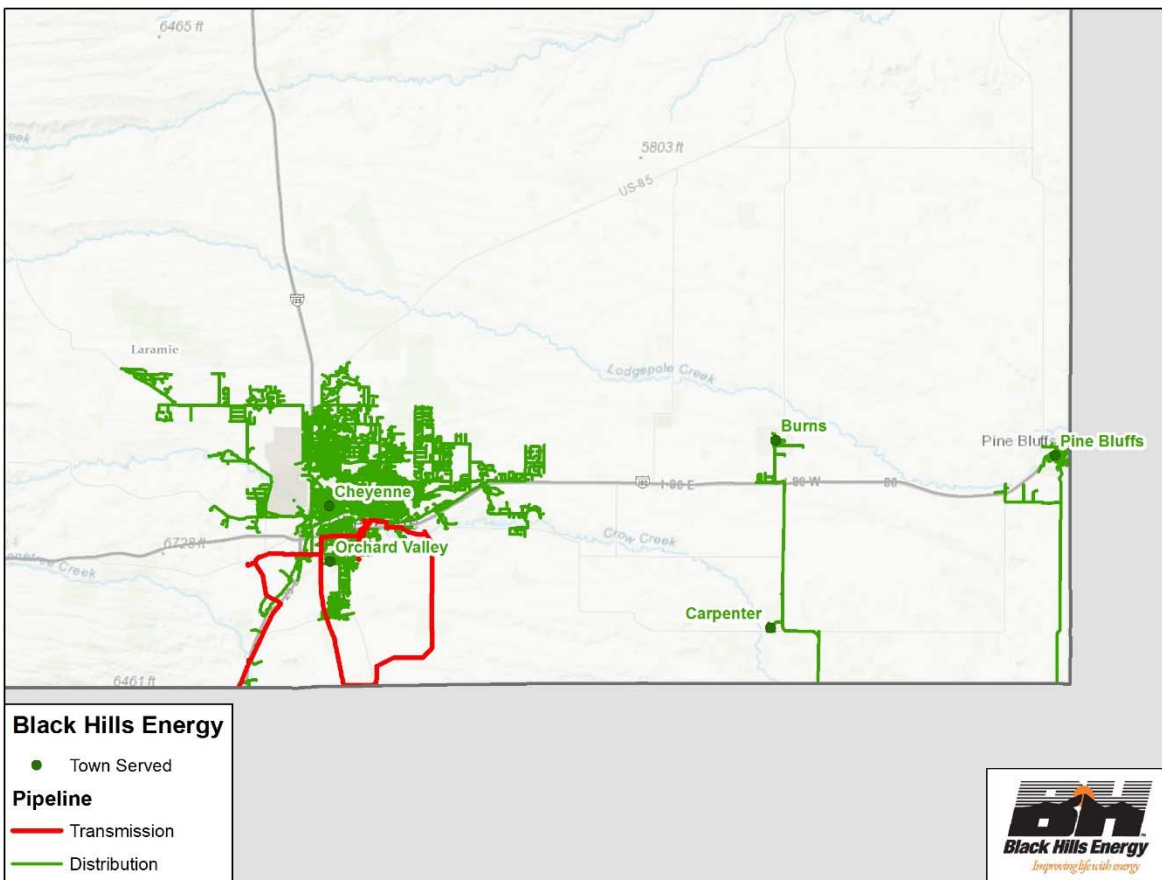


GENERAL STATEMENT REGARDING RATE AVAILABILITY

Rates for service are available within all territory supplied with natural gas service by the Company unless otherwise provided in the individual rate schedule.

For an index of rate schedules and rate sheet numbers see the Table of Contents, Sheet No. 2.

The territory served by the Company is the City of Cheyenne, the towns of Burns, Carpenter, and Pine Bluffs, and the Fringe and Rural areas adjacent thereto.





Rate Schedule Summation Sheet

Seventh Revised Sheet No. 5
Cancels Sixth Revised Sheet No. 5

NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET

Rate Schedule	Sheet No.	Type of Charge	Billing Units	Base Rate	Projected Gas Cost	Deferred Gas Cost	Gas Cost (Reconciled)	DSM Surcharge	Total Rate
RG	10	<u>Residential Service</u> Rate ID WY001 Service and Facility Distribution	Month Dth	\$17.70 \$2.2387	\$2.7585	(\$0.1894)	\$2.5691	\$0.1784	\$17.70 \$4.9862
CG	15	<u>Commercial Service</u> Rate ID WY051 & WY052 Service and Facility Distribution	Month Dth	\$27.00 \$1.8367	\$2.7585	(\$0.1894)	\$2.5691	\$0.0422	\$27.00 \$4.4480
IG	20	<u>Interruptible Service</u> Rate ID WY501 Service and Facility Distribution Unauthorized Overrun	Month Dth Dth	\$219.00 \$0.7733 \$25.00	\$2.7585	(\$0.1894)	\$2.5691	\$0.0422	\$219.00 \$3.3846 \$25.00
SCS-1	25	<u>Interruptible Service</u> Rate ID WY501 Service and Facility Backup Supply Distribution Unauthorized Overrun <u>Transportation Service</u> System	Month Dth Dth	\$5,290.00 \$0.3820 \$25.00 (1)	\$2.7585	(\$0.1894)	\$2.5691 ---	--- ---	\$5,290.00 \$2.9511 \$25.00 (1)
SCS-2	26	<u>Interruptible Service</u> Rate ID WY502 Service and Facility Supply Distribution Unauthorized Overrun <u>Transportation Service</u> System	Month Dth Dth	\$1,550.00 \$0.3820 \$25.00 (1)	\$2.7585	(\$0.1894)	\$2.5691 ---	--- ---	\$1,550.00 \$2.9511 \$25.00 (1)
SCS-3	27	Frim Service Facility and O&M Distribution	Month Dth	(1) (1)			-- --		(1) (1)

Note (1): Individual rates are negotiated between Company and Customer.



Rate Schedule Summation Sheet

Sixth Revised Sheet No. 5A
Cancels Fifth Revised Sheet No. 5A

NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET - CONTINUED

Rate Schedule	Sheet No.	Type of Charge	Billing Units	Base Rate	Projected Gas Cost	Deferred Gas Cost	Gas Cost (Reconciled)	Total Rate
TF	29	<u>Firm Transportation Service</u>						
		Rate ID WY551						
		First Firm Meter	---	\$120.00			--	\$120.00
		Additional Meters	---	\$120.00			--	\$120.00
		Reservation Charge	Dth	\$3.27			--	\$3.27
		Distribution:						
		Standard	Dth	\$0.5730			--	\$0.5730
		Minimum	Dth	\$0.3820			--	\$0.3820
		Authorized Overrun	Dth	\$0.5730			--	\$0.5730
		Unauthorized Overrun						
		Transportation:						
		Standard	Dth	\$25.00			--	\$25.00
		Minimum	Dth	\$0.5730			--	\$0.5730
		Firm Supply Reservation	Dth	\$0.0000	\$3.0612		\$3.0612	\$3.0612
		Backup Supply	Dth	\$0.3820	\$2.7585	(\$0.1894)	\$2.5691	\$2.9511
		Authorized Overrun	Dth	\$0.3820	\$2.7585	(\$0.1894)	\$2.5691	\$2.9511
		Unauthorized Overrun Penalty						
		Sales:						
		Standard	Dth	\$25.00			--	\$25.00
		Minimum	Dth	\$2.50			--	\$2.50
TI	30	<u>Interruptible Transportation Service</u>						
		Rate ID WY552						
		First Interruptible Meter	---	\$280.00			--	\$280.00
		Additional Meters	---	\$280.00			--	\$280.00
		Distribution:						
		Standard	Dth	\$0.5730			--	\$0.5730
		Minimum	Dth	\$0.3820			--	\$0.3820
		Authorized Overrun						
		Transportation	Dth	\$0.5730			--	\$0.5730
		Unauthorized Overrun						
		Transportation:						
		Standard	Dth	\$25.00			--	\$25.00
		Minimum	Dth	\$0.5730			--	\$0.5730
		On-Peak Demand	Dth	\$4.6800	\$3.1760		\$3.1760	\$7.8560
		Backup Supply	Dth	\$0.3820	\$2.7585	(\$0.1894)	\$2.5691	\$2.9511
		Unauthorized Overrun Penalty						
		Sales:						
		Standard	Dth	\$25.00			--	\$25.00
		Minimum	Dth	\$2.50			--	\$2.50



Rate Schedule Summation Sheet

Sixth Revised Sheet No. 5B
Cancels Fifth Revised Sheet No. 5B

NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET - CONTINUED
COMPRESSED NATURAL GAS AND NATURAL GAS VEHICLE SERVICE

Rate Schedule	Sheet No.	Type of Charge	Billing Units	Base Rate	Projected Gas Cost	Deferred Gas Cost	Gas Cost (Reconciled)	Total Rate
CNG	31	Distribution	(1) Dth	\$5.9778	\$2.7585	(\$0.1894)	\$2.5691	\$8.5469
NGV	32	Facility Charge	(2)					
		5 Year Equipment	"GAC"	\$0.02072			---	\$0.02072
		10 Year Equipment	"GAC"	\$0.01279			---	\$0.01279
		15 Year Equipment	"GAC"	\$0.01014			---	\$0.01014
		20 Year Equipment	"GAC"	\$0.00882			---	\$0.00882
		30 Year Equipment	"GAC"	\$0.00750			---	\$0.00750
		Service Charge	(3)					
		Option A	Month	\$16.00			---	\$16.00
		Option B	Month	(4)			---	(4)

- Note 1. The Compressed Natural Gas Service (CNG) rate may also be expressed in \$ per Equivalent Gallon at the public fueling station using a conversion factor based on 0.114 Dth per Equivalent Gallon.
- Note 2. The Facility Charge portion of the Natural Gas Vehicle (NGV) rate is based on the Group Average Capital Cost ("GAC") for each type of property, times the appropriate Group Average Capital Cost rate.
- Note 3. The Service Charge portion of the NGV rate is based on the specific NGV facilities. The Service Charge for equipment with a Group Average Capital Cost of \$5,000.00 or more will be separately calculated and specified in the National Gas Vehicle Service agreement.
- Note 4. Customers electing service under Fueling Option B pay actual cost at the time the charges are incurred.



Rate Schedule Summation Sheet

Original Sheet No. 5C

NATURAL GAS RATES

RATE SCHEDULE SUMMATION SHEET - CONTINUED

SCHEDULE OF CHARGES FOR RENDERING SERVICE AND CONSTRUCTION ALLOWANCES

Sheet No.	Type	Unit	Rate
R26	Customer Service Charge		\$15.00
R17	Reconnection Charge		\$23.00
R26	Non-Gratuitous Labor		\$35.00
R26	Non-Gratuitous Labor – Outside Normal Hours	2 hrs. min	\$119.00
	After 2 hours		Current Rate
	More than 2 calls in 2 hours – Prorated	w/ Min of (per customer)	\$35.00
R26	Returned Check Charge		\$30.00
R26	Late Payment Charge	Balance of Bill	1.5%
R40	Unauthorized Overrun Gas Charge	Per Dth	\$25.00
R47	Interruptible and Transport Customer-Phone Charges for Reading Recorders		Actual Costs
R88	Excess Flow Valve – Installation		\$31.00
R82-R83	Construction Allowance		
R82	Permanent Residential Gas Service		\$2,000
R82	Permanent Commercial Gas Service	Est. annual revenue from the Applicant	1.5x
R82	Permanent Interruptible Industrial Service	Est. annual revenue from the Applicant	1.5x
R83	Permanent Gas Transportation Service	Est. annual revenue from the Applicant	1.5x
R83	Indeterminate Service	Est. Construction Costs	130%
Various	Commission's Authorized Interest Rate	As authorized, by Commission Rule Chapter 1, Section 2(a)(xv)	
R8	Customer Deposit	Unless otherwise ordered by the Commission, the required deposit shall not exceed the total amount of the Customer's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period.	

List of Legal Holidays

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

If a holiday falls on a weekend, the day of observance will be the closest work day to the holiday

Upon declaration of the governor of this state, any date appointed or declared by the President of the United States as an occasion of national mourning, rejoicing or observance of national emergency



Rate Schedule Summation Sheet

Original Sheet No. 5D

NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET - CONTINUED

PAYMENT

Net monthly bills for these service charges are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

FRANCHISE FEE SURCHARGE

The monthly charge for natural gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost (Reconciled), General Rate Schedule Adjustments, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality wherein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise agreement between the Company and the municipality, less any franchise fees included in Company's gas rates.

DEMAND SIDE MANAGEMENT

The monthly charge for natural gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost (Reconciled), General Rate Schedule Adjustments, and any other applicable adjustments, shall be increased to each customer receiving service for which the Demand Side Management Surcharge applies, except as outline in specific Gas Rate Sheets.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 6-9

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Residential Service
Rate Schedule RG

Rate ID WY001
Original Sheet No. 10

**NATURAL GAS RATES
RESIDENTIAL SERVICE
SCHEDULE RG**

APPLICABILITY

Applicable within all territory served by Residential service. Not applicable to resale service.

MONTHLY RATE

Service and Facility Charge, per Month.....	\$17.70
Distribution Charge, all gas used, per Dth	\$2.2387

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with the Public Service Commission of Wyoming.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 11-14

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**Commercial Service
Schedule CG**

Rate ID WY 051 & WY052
Original Sheet No. 15

**NATURAL GAS RATES
COMMERCIAL SERVICE
SCHEDULE CG**

APPLICABILITY

Applicable within all territory served to Commercial service. Not applicable to standby, auxiliary or resale service.

MONTHLY RATE

Service and Facility Charge, per Month.....	\$ 27.00
Distribution Charge, all gas used, per Dth	\$1.8367

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with the Public Service Commission of Wyoming and the following special conditions:

1. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
2. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by the Company. Excepting in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond point of delivery shall be installed, owned and maintained by Customer.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 16-19

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**Interruptible Service
Rate Schedule IG**

Rate ID WY200 & WY201
Original Sheet No. 20

**NATURAL GAS RATES
INTERRUPTIBLE SERVICE
SCHEDULE IG**

APPLICABILITY

Applicable within all territory served to Interruptible Service where Company has available a supply of gas in excess of that required for service under higher priority rates provided that customer has complied with the standby requirements of the rate as set forth in the Rules and Regulations hereof. Not applicable to standby, auxiliary or resale service.

MONTHLY RATE

Service and Facility Charge, per Month	\$219.00
Distribution Charge, all gas used, per Dth.....	\$0.7733

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5.

UNAUTHORIZED OVERRUN GAS

If, on any day when the curtailment of gas usage has been ordered by Company, customer fails or refuses to curtail or shut off the use of interruptible gas when and as directed by Company, then all gas used during the period beginning at the time when customer is directed by Company to discontinue or curtail use of gas and ending at the time when customer is authorized by Company to resume full use of gas, shall constitute Unauthorized Overrun Gas. Customer shall pay \$25.00 per Dth for all such Unauthorized Overrun Gas in addition to the Distribution Charge.



**Interruptible Service
Rate Schedule IG**

Rate ID WY200 & WY201
Original Sheet No. 20A

**NATURAL GAS RATES
INTERRUPTIBLE SERVICE
SCHEDULE IG - CONTINUED**

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules and Regulations on file with the Public Service Commission of Wyoming and the following special conditions:

1. In consideration of this special rate for Interruptible Gas service all use of gas under this schedule is interruptible and is subject to immediate discontinuance of gas service to customer by Company without notice. Company, whenever circumstances permit, will endeavor to give customer advance notice of interruption or discontinuance of gas service by telephone or otherwise and customer shall immediately discontinue the use of gas when and as directed by Company. Authorized representatives of Company shall have at all times the right of ingress and egress to customer's premises for purposes of ensuring the Rules and Regulations applicable to this service in this tariff are maintained. Upon determination by Company that the necessity for interruption or discontinuance has ceased gas service may be resumed.

All gas service to customer under this schedule will be interrupted or discontinued in order to prevent a shortage of gas service for the use of customers supplied on higher priority schedules or in order to prevent a charge by Company's supplier for Unauthorized Overrun gas or an increase in the Demand Charge to Company under Company's gas purchase contract.



**NATURAL GAS RATES
INTERRUPTIBLE SERVICE
SCHEDULE IG - CONTINUED**

RULES AND REGULATIONS - CONTINUED

2. Residential and Commercial Gas services have priority to the use of gas service over all Interruptible Gas services.
3. The interruption of gas deliveries in whole or in part under this schedule shall not be the basis for claims for damages sustained by customer.
4. Any customer requesting service under this schedule shall make provision for interruptions of service as follows:

Customer shall (1) install and maintain auxiliary equipment capable of supplying the total heat requirements normally supplied by the gas burning equipment served under this schedule; (2) maintain a supply of alternate fuel adequate for customer's requirement; and (3) have qualified personnel employed and available to operate any necessary fuel burning equipment.

5. All gas service supplied hereunder is interruptible and subject to discontinuance by Company. In the event that customer is unable to provide complete and adequate standby for any portion of customer's gas burning equipment, customer shall so arrange the gas piping to such equipment not provided with standby so that gas to such equipment can be separately metered and gas service to such equipment shall be supplied only under the appropriate Commercial schedule.
6. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
7. For service to gas engine driven irrigation pumps the point of delivery and location of meter shall be determined by the Company. Excepting in unusual situations, such point and meter location shall be at the customer's property line nearest the Company's source of natural gas. All piping beyond point of delivery shall be installed, owned and maintained by customer.
8. Customer agrees to provide and maintain, at no cost to the Company, an acceptable telephone service available at the customer's meter location.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 21-24

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Special Contract Service
Schedule SC-1

Rate ID WY501
Original Sheet No. 25

**NATURAL GAS RATES
SPECIAL CONTRACT SERVICE
SCHEDULE SCS-1**

APPLICABILITY

Applicable to Frontier Oil and Refining Company at Cheyenne, Wyoming, for interruptible industrial natural gas service and natural gas transportation service as set forth in the agreement between Company and Customer.

MONTHLY RATE

1.	<u>Interruptible Service</u> <u>Service and Facility Charge</u>	
	per Month.....	\$5,290.00
	Distribution Charge	
	All gas used, per Dth	\$0.382
2.	<u>Transportation Service</u> <u>System Charge</u>	
	per Month	(1)

ANNUAL MINIMUM

The minimum charge per year for Interruptible Service and Transportation Service shall be (1)
plus any applicable Gas Cost (Reconciled) charges.

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5.

Note (1): Individual rates are negotiated between Company and Customer.



**Special Contract Service
Schedule SC-1**

Rate ID WY501
Original Sheet No. 25A

**NATURAL GAS RATES
SPECIAL CONTRACT SERVICE
SCHEDULE SCS-1 - CONTINUED**

UNAUTHORIZED OVERRUN GAS

If, on any day when the curtailment of gas usage has been ordered by Company, Customer fails or refuses to curtail or shut off the use of interruptible or transported gas when and as directed by Company, then all gas used during the period beginning one hour after the time when Customer is directed by Company to discontinue or curtail use of gas and ending at the time when Customer is authorized by Company to resume full use of gas, shall constitute Unauthorized Overrun Gas. Customer shall pay \$25.00 per Dth for all such Unauthorized Overrun Gas in addition to the Distribution Charge.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule SCS-1 Customer.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the Rules and Orders of the Public Service Commission of Wyoming and to the conditions of the contracts for such service between Company and Customer not in conflict herewith.



Special Contract Service
Rate Schedule SCS-2

Rate ID WY502
Original Sheet No. 26

**NATURAL GAS RATES
SPECIAL CONTRACT SERVICE
SCHEDULE SCS-2**

APPLICABILITY

Applicable to Dyno Nobel, Inc. and their successors and assigns at Cheyenne, Wyoming, for interruptible industrial natural gas service and natural gas transportation service as set forth in the agreement between Company and Customer.

MONTHLY RATE

1.	<u>Interruptible Service</u> <u>Service and Facility Charge</u> per Month.....	\$1,550.00
	Distribution Charge All gas used, per Dth	\$0.382
2.	<u>Transportation Service</u> <u>System Charge</u> per Month	(1)

ANNUAL MINIMUM

The minimum charge per year for Interruptible Service and Transportation Service shall be (1)
plus any applicable Gas Cost (Reconciled) charges.

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5.

Note (1): Individual rates are negotiated between Company and Customer.



Special Contract Service
Rate Schedule SCS-2

Rate ID WY502
Original Sheet No. 26A

**NATURAL GAS RATES
SPECIAL CONTRACT SERVICE
SCHEDULE SCS-2 – CONTINUED**

UNAUTHORIZED OVERRUN GAS

If, on any day when the curtailment of gas usage has been ordered by Company, customer fails or refuses to curtail or shut off the use of interruptible or transported gas when and as directed by Company, then all gas used during the period beginning one hour after the time when customer is directed by Company to discontinue or curtail use of gas and ending at the time when customer is authorized by Company to resume full use of gas, shall constitute Unauthorized Overrun Gas. Customer shall pay \$25.00 per Dth for all such Unauthorized Overrun Gas in addition to the Distribution Charge.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule SCS-2 Customer.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the Rules and Orders of the Public Service Commission of Wyoming and to the conditions of the contract for such service between Company and Customer not in conflict herewith.



NATURAL GAS RATES
SPECIAL CONTRACT SERVICE
SCHEDULE SCS-3

APPLICABILITY

Applicable to Microsoft Corporation and their successors and assigns at Cheyenne, Wyoming, for firm natural gas service as set forth in the agreement between the Company and the Customer.

MONTHLY RATE

Firm Service

- 1. Facility and O&M Charge
Per Month..... (1)
- 2. Distribution Charge
All gas used, per Dth (1)
- 3. Gas Commodity and Upstream Transportation & Storage Cost Charge
All gas used (1)

ANNUAL MINIMUM

The minimum charge per year for service shall be. (1)

NATURAL GAS COMMODITY AND UPSTREAM TRANSPORTATION & STORAGE COSTS

The Customer will not participate in the Company's Gas Cost Reconciled tariff. The Customer is responsible for the payment of any and all natural gas commodity and upstream transportation related costs for natural gas nominated and scheduled for and consumed by the Customer.

Note (1): Individual rates are negotiated between the Company and the Customer.



NATURAL GAS RATES

SPECIAL CONTRACT SERVICE

SCHEDULE SCS-3

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule SCS-3 Customer.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. If a bill is not paid, the Company shall have the right to suspend service, providing a ten day written or other required notice of such suspension has been given. When service is suspended for nonpayment of a bill, a reconnection service charge will apply.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the Rules and Orders of the Public Service Commission of Wyoming and to the conditions of the contract for such service between the Company and the Customer not in conflict herewith.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 28

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**Firm Gas Transportation Service
Rate Schedule TF**

Rate ID WY551
Original Sheet No. 29

**NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF**

APPLICABILITY

Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas) and where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System. Service provided hereunder is not available for transportation in interstate commerce and shall be in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, and the requirements of the Firm Gas Transportation Service provisions and the Gas Transportation Terms and Conditions of Company's Gas Transportation Tariff. Firm Capacity and Firm Supply quantities reserved under this rate schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).

MONTHLY RATE – FIRM GAS TRANSPORTATION SERVICE CHARGES

Service and Facility Charge:

For the first firm service meter on Service Agreement	\$ 120.00
For each additional firm service meter on Service Agreement.....	\$ 120.00
Firm Capacity Reservation Charge, per Dth	\$ 3.27
Transportation Distribution Charge: Applicable to all of Shipper's Gas transported by Company up to Contracted Peak Day Quantity	
Standard Rate, per Dth	\$ 0.5730
Minimum Rate, per Dth	\$ 0.3820
Authorized Overrun Transportation Charge, per Dth	\$ 0.5730
Unauthorized Overrun Transportation Penalty Charge	
Standard Rate, per Dth	\$ 25.00
Minimum Rate, per Dth	\$ 0.5730



Firm Gas Transportation Service
Rate Schedule TF

Rate ID WY551
Original Sheet No. 29A

NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF – CONTINUED

MONTHLY RATE - BACKUP SUPPLY SALES SERVICE CHARGES

Firm Supply Reservation Charge, per Dth	\$ 0.0000
Backup Supply Sales Charge, per Dth	\$ 0.3820
Authorized Overrun Sales Charge, per Dth	\$ 0.3820
Unauthorized Overrun Supply Penalty Charge	
Standard Rate, per Dth	\$ 25.00
Minimum Rate, per Dth	\$ 2.50

MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of a) the Service and Facility Charge(s), b) the Firm Capacity Reservation Charge, and c) the Firm Supply Reservation Charge (if applicable). In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.

GAS COST (RECONCILED) AND RATE SCHEDULE SUMMATION SHEET

The Firm Supply Reservation Charge and the Backup Supply Sales Charges are subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate, excluding the Transportation Service System Charge. If applicable, is shown on the Rate Schedule Summation Sheet No. 5A.

FUEL REIMBURSEMENT

Shippers receiving Firm Transportation Service shall include additional gas for Fuel Reimbursement to the quantity of gas delivered to Company. Unless otherwise specified, the Fuel Reimbursement for Firm Gas Transportation Service is 1.00%.

CAPACITY INTERRUPTION OF SERVICE

Transportation service in excess of Peak Day Quantity is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service for those quantities in excess of Peak Day Quantity.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF – CONTINUED

SUPPLY CURTAILMENT OF SERVICE

Transportation service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. If supplies of Shipper's Gas are not available for receipt by Company or confirmed by Interconnecting Party, then Shipper may be subject to immediate Supply Curtailment of transportation service upon notification by Company.

FIRM CAPACITY SERVICE

Firm Capacity Service is required for those Shippers desiring to reserve firm capacity in Company's System. Shippers desiring Firm Capacity Service for or on behalf of Receiving Party(s), are required to submit to Company a Request for Transportation Service for each Delivery Point, which contains the Peak Day Quantity for which Shipper desires Company to reserve firm capacity in its System. Firm Capacity is made available to Shipper for and on behalf of Receiving Party only.

Firm Capacity Service will be made available as soon as practicable after Company determines that it has sufficient capacity to provide such service from the Receipt Point(s) to the Delivery Point(s) requested by Shipper, and will be subject to the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Rules and Regulations.

Shipper shall be responsible to ensure the Peak Day Quantity is sufficient to meet the maximum quantity a Receiving Party will use at its individual Delivery Point(s). If Shipper's Peak Day Quantity at any Delivery Point is overrun by Receiving Party, the Company will increase such Peak Day Quantity for the remainder of the term of the Service Agreement, effective the first day of the Month in which the overrun occurs.

Shipper shall submit to Company a fully completed Request for Amendment/Change Notification to Gas Transportation Service Agreement any time Shipper desires to change its Peak Day Quantity. The completed request will either be approved or denied by Company within thirty (30) days of receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the request acceptable.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF – CONTINUED

FIRM CAPACITY SERVICE - CONTINUED

Firm Capacity Service at the revised Peak Day Quantity will commence when Company notifies Shipper that it has sufficient capacity to transport the revised Peak Day Quantity, subject to the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Rules and Regulations. The Peak Day Quantity will be specified in the Service Agreement and the rate for Firm Capacity Service will be the Firm Capacity Reservation Charge.

FIRM SUPPLY RESERVATION SERVICE

Firm Supply Reservation Service is an option that allows Shippers to pay a reservation charge giving Shipper rights to purchase Backup Supply Sales Service should Shipper's Gas fail. Shippers desiring Firm Supply Reservation Service are required to submit to Company a Request for Transportation Service between March 1 and April 1 of each year for each Service Agreement which contains the Firm Supply Reservation Quantity that Shipper desires Company to reserve commencing May 1 of the same year. Such Firm Supply Reservation Quantity shall not be greater than the Peak Day Quantity requested and approved by Company for Firm Capacity Service. Company will review initial or subsequent Requests for Firm Supply Reservation Service on a first-come, first-serve basis, based upon the date of receipt of the request. The request will either be approved or denied by Company within thirty (30) days of receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial. Increases or decreases in the Firm Supply Reservation Quantity in subsequent requests shall be approved by Company at its sole discretion. Company will commence Firm Supply Reservation Service as soon as is practicable after it determines that sufficient supplies are available. Firm Supply Reservation Service shall be made available to Shipper for and on behalf of the Receiving Party(s) only. Shipper, in receiving said Firm Supply Reservation Service, acknowledges that it is acting for the Receiving Party(s) as the Receiving Party(s)' agent. The Firm Supply Reservation Quantity will be specified in the Service Agreement and the rate for Firm Supply Reservation Service will be the Firm Supply Reservation Charge.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF - CONTINUED

FIRM SUPPLY RESERVATION SERVICE – CONTINUED

If Shipper elects to purchase Firm Supply Reservation Service, and Company commences providing service under this option, then Company is obligated to provide natural gas supplies to Receiving Party. Company will not be obligated to stand ready to provide firm gas sales service at a level above the Firm Supply Reservation Quantity reserved for Receiving Party(s) who elect to return to sales service.

BACKUP SUPPLY SALES SERVICE

Backup Supply Sales Service is an option available to Shippers that can be used in the event that adequate supplies of Shipper's Gas are not available for receipt by Company. Shippers who purchase Firm Supply Reservation Service have rights to purchase Firm Backup Supply Sales Service up to the Firm Supply Reservation Quantity identified in Shipper's Service Agreement at the Backup Supply Sales Charge. In order to purchase Firm Backup Supply Sales quantities during a month, Shipper must nominate such quantities in accordance with Company's Nomination Procedures. Quantities sold to Shippers in excess of Shipper's Firm Supply Reservation Quantity will be considered on an interruptible basis.

Shippers who have not purchased Firm Supply Reservation Service can nominate Backup Supply Sales from Company in accordance with Company's Nomination Procedures and, if available, can purchase those quantities authorized for sale by Company at the Backup Supply Sales Charge. If Backup Supply Sales Service is unavailable from Company, the Receiving Party shall discontinue use of any gas quantities in excess of those available from Shipper. Consumption of any gas quantities not authorized by Company in excess of those available from Shipper shall be billed to Shipper under the provisions of the Unauthorized Overrun Supply Penalty Service section of this rate schedule.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF - CONTINUED

AUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Shipper desires Company to transport Shipper's Gas in excess of the Peak Day Quantity, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity and receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Rules and Regulations. Authorized Overrun Transportation Service will be provided at the Authorized Overrun Transportation Charge. Increases in the Peak Day Quantity will not occur if Company provides Authorized Overrun Transportation Service unless the Peak Day Quantity at any Delivery Point is overrun by Receiving Party.

UNAUTHORIZED OVERRUN TRANSPORTATION PENALTY SERVICE

In the event Company does not authorize transportation at any Delivery Point in excess of the Peak Day Quantity for that Delivery Point, then all gas delivered to Shipper or on Shipper's behalf in excess of the Peak Day Quantity for such Delivery Point, including both transportation and sales quantities, shall be subject to the Unauthorized Overrun Transportation Penalty Charge. Charges shall not be less than the minimum Unauthorized Overrun Transportation Penalty Charge or more than the Standard Unauthorized Overrun Transportation Penalty Charge. Unauthorized Overrun Transportation Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In the case of use of gas during periods of Supply Curtailment, Capacity Interruption or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Transportation Penalty Charge. In determining the level of the Unauthorized Overrun Transportation Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF - CONTINUED

AUTHORIZED OVERRUN SALES SERVICE

If Shipper's supply of natural gas should fail for whatever reason, and Shipper has contracted for Firm Supply Reservation Service and desires to purchase gas from Company in excess of Shipper's Firm Supply Reservation Quantity Company may, at its sole discretion, provide Authorized Overrun Sales Service on an interruptible basis. This service will be provided at the Authorized Overrun Sales Charge.

UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE

In the event Company does not authorize the sale of Backup Supply sales gas which exceeds the Shipper's Firm Supply Reservation Quantity, then all such quantities delivered to Shipper for and on behalf of Receiving Party in excess of Shipper's Firm Supply Reservation Quantity shall be considered Unauthorized Sales Gas. If on any Day Shipper's supply of natural gas should fail for whatever reason or is otherwise inadequate to supply actual usage of Shipper's Receiving Party(s), and Shipper desires to use Backup Supply sales gas, then Shipper shall nominate in accordance with Company's Nomination Procedures and Company may provide interruptible supplies at the Backup Supply Sales Charge to Shipper, if available. If Shipper uses more than the quantity authorized by Company, or if such supplies are not available and the Receiving Party continues to use gas during the period of such failure, then Shipper will be required to pay Company the Unauthorized Overrun Supply Penalty Charge, in addition to the Backup Supply Sales Charge, for all gas used during such period in excess of the quantities authorized.

In the case of use of Unauthorized Sales gas during periods of Supply Curtailment, Capacity Interruption or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Supply Penalty Charge for all such quantities delivered to Shipper in excess of Shipper's Firm Supply Reservation Quantity. Charges shall not be less than the minimum Unauthorized Overrun Supply Penalty Charge or more than the Standard Unauthorized Overrun Supply Penalty Charge. Unauthorized Overrun Supply Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In determining the level of the Unauthorized Overrun Supply Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.



NATURAL GAS RATES

FIRM GAS TRANSPORTATION SERVICE

SCHEDULE TF - CONTINUED

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

If required by Company for electronic metering, Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering of gas quantities transported.

Shipper will provide an "analog/pulse" communication line to the meter via conduit, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by Company. Communication wire installation will be subject to the National Electric Safety Code Requirement. Shipper shall coordinate installation of the communication line with Company.

Receiving Party will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two (2) days, (and Company determines that such out of service condition is the result of a communication line failure,) Company shall notify Shipper in writing that the communication line is inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a two (2) week correction period identified by Company in its notification letter. The grant of the two (2) week correction period does not waive the tariff provision under Restrictive Delivery Day. During the period from the date when the phone line became inoperative to the end of the two (2) week correction period specified in Company's notification letter to Shipper, Shipper shall be responsible for making transportation nominations on behalf of the Receiving Party to Company in accordance with Company's nomination procedures. If, following the two (2) week correction period Company is required to make site trip(s), in addition to the initial trip made by Company to confirm the communication line outage and the final trip to synchronize the meter with the communication line, the Company shall charge the Shipper the Non-Gratuitous Labor Charge and other related charges that may be applicable as provided under the Gas Service Schedule of Charges for Rendering Service in Company's tariff.



NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF - CONTINUED

COMMUNICATION LINE INSTALLATION AND MAINTENANCE - CONTINUED

Consumption during the period the communication line was inoperative, will be prorated on a daily basis. If the communication line is not made operative within the period designated in the notification, Company shall treat all gas delivered subsequent to the two (2) week correction period specified by the Company in its written notification and ending on the date customer's communication line is operative as sales gas, and Company shall no longer accept transportation nominations for that Receiving Party. Such quantities may be sold to Shipper at Company's Back Up Supply Sales Charge, in addition to Unauthorized Overrun Supply Penalty Charges which may be charged during a Restrictive Delivery Day, Interruption or Curtailment.

TERMINATION

In the event Shipper or Receiving Party gives thirty (30) days' written notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the Contract Period or any subsequent Contract Period, as provided for in said Service Agreement, Shipper shall be obligated to pay Company a termination charge, equal to the Firm Capacity Reservation Charge and the Firm Supply Reservation Charge, if applicable, multiplied by the Peak Day Quantity and Firm Supply Reservation Quantity respectively, as described in the Service Agreement, for every month remaining in any Contract Period. To the extent that the Receiving Party subscribes to Company's firm sales service or firm transportation service under a different service agreement in place of such terminated service, the termination charge will be waived. If Firm Supply Reservation Service has not been purchased for Receiving Party under Shipper's Firm Gas Transportation Service Agreement for a quantity equal to Receiving Party's Peak Day Quantity, then conversion to firm sales shall be contingent upon Company's determination that firm supply is available for sale to Receiving Party. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement shall become immediately due and payable to Company. All conversions from firm transportation to sales service shall be effective at the beginning of a Month. The Receiving Party will be eligible to return to transportation service hereunder one (1) year after its conversion to Company's firm sales service, through submission of a Request for Transportation in accordance with Rules and Regulations of Company's Gas Transportation tariff.



**NATURAL GAS RATES
FIRM GAS TRANSPORTATION SERVICE
SCHEDULE TF - CONTINUED**

CONTRACT PERIOD

Firm Supply Service shall commence upon date of first delivery and shall terminate one (1) year from the next May 1, subsequent to the effective date of the Service Agreement, and continuing from year to year after the initial one (1) year period until canceled as provided by said Service Agreement. Company reserves the right to commence Firm Supply Service only when sufficient supplies are available. Firm Capacity Service shall commence upon date of first delivery and shall terminate one (1) year from the next May 1, subsequent to the effective date of the Service Agreement, and continuing from year to year after the initial one (1) year period until canceled as provided by said Service Agreement. Company will commence Firm Gas Transportation Service as soon as is practicable as long as sufficient capacity is available.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule TF Customers.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI**

APPLICABILITY

Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas) and where Company has available System capacity in excess of that presently required for service to existing gas sales Customers and Firm Transportation Shippers. Service is applicable to interruptible transportation of Shipper's Gas from Company's Receipt Point(s) to Shipper's Delivery Point(s) through Company's System. Service provided hereunder is not available for transportation in interstate commerce and shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, and the requirements of the Interruptible Gas Transportation Service provisions and the Gas Transportation Rules and Regulations of Company's Gas Transportation Tariff.

MONTHLY RATE - INTERRUPTIBLE GAS TRANSPORTATION SERVICE CHARGES

Service and Facility Charge:	
For the first interruptible service meter on Service Agreement.....	\$280.00
For each additional interruptible service meter on Service Agreement	\$280.00
Transportation Distribution Charge:	
Applicable to all of Shipper's Gas transported by Company up to contracted Maximum Daily Transportation Quantity	
Standard Rate, per Dth	\$ 0.5730
Minimum Rate, per Dth	\$ 0.3820
Authorized Overrun Transportation Charge, per Dth	\$ 0.5730
Unauthorized Overrun Transportation Penalty Charge	
Standard Rate, per Dth	\$ 25.00
Minimum Rate, per Dth	\$ 0.5730



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30A

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI - CONTINUED**

MONTHLY RATE - BACKUP SUPPLY SALES SERVICE CHARGES

On-Peak Demand Charge, per Dth	\$ 4.6800
Backup Supply Sales Charge, per Dth	\$ 0.3820
Unauthorized Overrun Supply Penalty Charge	
Standard Rate, per Dth	\$ 25.00
Minimum Rate, per Dth	\$ 2.50

MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of a) the Service and Facility Charge(s), and b) the On-Peak Demand Charge (if applicable).

In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billing from Company to Shipper.

GAS COST (RECONCILED) AND RATE SCHEDULE SUMMATION SHEET

The On-Peak Demand Charge and the Backup Supply Sales Charges are subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate, excluding the Transportation Service System Charge, if applicable, is shown on the Rate Schedule Summation Sheet No. 5B.

FUEL REIMBURSEMENT

Shippers receiving Interruptible Transportation Service shall include additional gas for Fuel Reimbursement to the quantity of gas delivered to Company. Unless otherwise specified, the Fuel Reimbursement for Interruptible Transportation Service is 1.00%.

CAPACITY INTERRUPTION OF SERVICE

Transportation service hereunder is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service.



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30B

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI - CONTINUED**

SUPPLY CURTAILMENT OF SERVICE

Transportation service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. If supplies of Shipper's Gas are not available for receipt by Company or confirmed by Interconnecting Party, then Shipper may be subject to immediate Supply Curtailment of transportation service upon notification by Company.

Shipper may, at its option, request Backup Supply Sales Service. If Company's Backup Supply Sales Service is not available, then Shipper is subject to curtailment of transportation service. In the case of use of gas during periods of Supply Curtailment, Company shall have the right to terminate service hereunder and return Receiving Party to sales service if applicable.

BACKUP SUPPLY SALES SERVICE

Backup Supply Sales Service is an option available to Shippers that can be used in the event that adequate supplies of Shipper's Gas are not available for receipt by Company. In the event that adequate supplies of Shipper's Gas are not available for receipt by Company, Company shall sell to and Shipper shall purchase from Company at the Backup Supply Sales Charge, those quantities nominated by Shipper in accordance with Company's Nomination Procedures and authorized for sale by Company. If Backup Supply Sales Service is unavailable from Company, the Receiving Party shall discontinue use of any gas quantities in excess of those available from Shipper. Consumption of any gas quantities not authorized by Company in excess of those available from Shipper shall be billed to Shipper under the provisions of the Unauthorized Overrun Penalty Service section of this rate schedule.

AUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Shipper desires Company to transport Shipper's Gas in excess of the Maximum Daily Transportation Quantity, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity and receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Rules and Regulations. Authorized Overrun Transportation Service will be provided at the Authorized Overrun Transportation Charge.



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30C

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI - CONTINUED**

UNAUTHORIZED OVERRUN TRANSPORTATION PENALTY SERVICE

In the event Company does not authorize transportation in excess of the Maximum Daily Transportation Quantity or interrupts transportation service due to the lack of System capacity, and Shipper's Gas was available for transportation, then all gas used at each Delivery Point under Shipper's Service Agreement in excess of the Maximum Daily Transportation Quantity or during the period of Capacity Interruption shall be subject to the Unauthorized Overrun Transportation Penalty Charge. In the case of use of gas during periods of Capacity Interruption, or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Transportation Penalty Charge. Charges shall not be less than the minimum Unauthorized Overrun Transportation Penalty Charge or more than the Standard Unauthorized Overrun Transportation Penalty Charge. Unauthorized Overrun Transportation Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In determining the level of the Unauthorized Overrun Transportation Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE

Should Company interrupt transportation service due to the lack of System capacity, and Shipper's Gas was not available for transportation, then all interruptible gas used during the period of Capacity Interruption shall be at the Unauthorized Overrun Supply Penalty Charge in addition to the Backup Supply Sales Charge. If at any time Shipper's supply of natural gas should fail for whatever reason or is otherwise inadequate to supply actual usage of the Receiving Party(s), then Shipper shall nominate Back Up Supplies in accordance with Company's Nomination Procedures and Company will provide to Shipper interruptible supplies at the Backup Supply Sales Charge, if available. If Shipper uses more than the quantity authorized by the Company or if Backup Supply Sales Service is unavailable from Company and Receiving Party continues to use gas, then Shipper will be required to pay Company the Unauthorized Overrun Supply Penalty Charge in addition to the Backup Supply Sales Charge for all gas used during such period in excess of the quantities authorized.



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30D

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI - CONTINUED**

UNAUTHORIZED OVERRUN SUPPLY PENALTY SERVICE - CONTINUED

In the case of use of unauthorized Sales Gas during periods of Supply Curtailment, Capacity Interruption or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Supply Penalty Charge. Charges shall not be less than the minimum Unauthorized Overrun Supply Penalty Charge or more than the Standard Unauthorized Overrun Supply Penalty Charge. Unauthorized Overrun Supply Penalty Charges shall not be assessed if the aggregate total of the individual overrun quantities for each exhibit under Shipper's Service Agreement which is in effect at the time the overrun occurs are five (5) Dth or less. In determining the level of the Unauthorized Overrun Supply Penalty Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

CONTRACT PERIOD

Unless otherwise agreed, this schedule is available only under an Interruptible Gas Transportation Service Agreement for a minimum period of one (1) year commencing on the effective date of the Service Agreement, and continuing from year to year after the initial one (1) year period until canceled as provided by said Service Agreement.

ON-PEAK GAS

Shippers have the option to contract, on behalf of a Receiving Party, those minor amounts of firm sales gas that are not subject to Supply Curtailment or Capacity Interruption. Such gas is normally supplied for the pilots of gas consuming appliances and other such minor uses. Commitments for On-Peak Service shall be at the option of Company, dependent upon the sufficiency of pipeline and System capacity with respect to the requirements of Company's other firm gas sales Customers and firm Shippers. The maximum daily quantity of On-Peak gas to be supplied to each Receiving Party shall be specified in the Service Agreement between the Shipper and Company.



**Interruptible Gas Transportation Service
Rate Schedule TI**

Rate ID WY552
Original Sheet No. 30E

**NATURAL GAS RATES
INTERRUPTIBLE GAS TRANSPORTATION SERVICE
SCHEDULE TI - CONTINUED**

ADVANCE NOTIFICATION

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper by Company in accordance with the Service Agreement. Company, whenever circumstances reasonably permit, will endeavor to give Shipper advance notice of Supply Curtailment or Capacity Interruption of transportation service by telephone or otherwise, and Shipper shall ensure that each Receiving Party shall immediately discontinue the use of gas when and as directed by Company. Authorized representatives of Company shall have at all times the right of ingress and egress to Receiving Party's premises for purposes of ensuring the Rules and Regulations applicable to this service in this tariff are maintained. Upon determination by Company that the necessity for Supply Curtailment or Capacity Interruption has ceased, gas transportation service shall be resumed. If the Receiving Party fails to discontinue the use of gas as provided herein, Company may discontinue service to the Receiving Party by physically shutting off the gas supply.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule TI Customers.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.



**Compressed Gas Service
Rate Schedule CNG**

Original Sheet No. 31

**NATURAL GAS RATES
COMPRESSED NATURAL GAS SERVICE
SCHEDULE CNG**

APPLICABILITY

Applicable to customers contracting for Compressed Natural Gas Service at Company's fueling station(s) as set forth in the agreement between Company and the customer. Compressed Natural Gas Service is the furnishing of Compressed Natural Gas at Company's fueling stations for the fueling of Compressed Natural Gas Self-propelled Vehicles, or those Self-propelled Vehicles which have been properly converted to Compressed Natural Gas use. Not applicable to resale service.

MONTHLY RATE

Distribution Charge, all Compressed Natural Gas purchased per Dth \$5.9778

The Distribution Charge may also be expressed in \$ per Equivalent Gallon at Company's fueling station(s).

COST ADJUSTMENT AND RATE SCHEDULE SUMMATION SHEET

This rate schedule is subject to the Gas Cost (Reconciled) commencing on Sheet No. 37. The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5C.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule CNG Customers.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.

CONTRACT PERIOD

This schedule is available only under the Company's standard agreement for Compressed Natural Gas Service for a minimum period of one year and thereafter from year to year until canceled as provided by said agreement.



**Compressed Gas Service
Rate Schedule CNG**

Original Sheet No. 31A

**NATURAL GAS RATES
COMPRESSED NATURAL GAS SERVICE
SCHEDULE CNG - CONTINUED**

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with the Public Service Commission of Wyoming, the terms and conditions of the Compressed Natural Gas Service agreement, and the following special conditions:

1. Definitions of Terms

Compressed Natural Gas (CNG) is natural gas that will be used, in either a gaseous or liquefied state, as fuel in any Self-propelled Vehicle.

Equivalent Gallon is the amount of CNG that contains an average lower heating value of one hundred fourteen thousand (114,000) BTUs, but in no case contains a lower heating value of less than one hundred ten thousand (110,000) BTUs.

Self-propelled Vehicles are automobiles, trucks, buses, trains, aircraft, boats, non-road farm vehicles, and construction vehicles, or any other self-propelled vehicle.

2. Access to Company's Compressed Natural Gas dispensing equipment shall be controlled by Company by means of cards issued to the individual Compressed Natural Gas Service users as provided in the agreement.

3. Information posted on the Company's fueling station(s) dispensing equipment shall include, but not be limited to:

Equivalent Gallons delivered
Price per Equivalent Gallon
Total cost of CNG delivered



**Natural Gas Vehicle Service
Rate Schedule NGV**

Original Sheet No. 32

**NATURAL GAS RATES
NATURAL GAS VEHICLE SERVICE
SCHEDULE NGV**

APPLICABILITY

Applicable to customers contracting for Natural Gas Vehicle Service at the customer's premises as set forth in the agreement between Company and the customer. Natural Gas Vehicle Service is the Company's furnishing of Equipment to customer for the fueling of Compressed Natural Gas Self-propelled Vehicles, or those Self-propelled Vehicles which have been properly converted to Compressed Natural Gas use. The Company's obligation to provide Natural Gas Vehicle Service is subject to availability of the Equipment. Not applicable to resale service.

MONTHLY RATE

Facility Charge is the per dollar Group Average Capital
Cost of the Equipment times the applicable factor as follows:

5 Year Equipment.....	\$ 0.02072
10 Year Equipment.....	\$ 0.01279
15 Year Equipment.....	\$ 0.01014
20 Year Equipment.....	\$ 0.00882
30 Year Equipment.....	\$ 0.00750
Option A, includes the cost of one compressor head replacement each year, per unit ..	\$ 16.00
Option B, shall be billed to Customer as costs are incurred by Company, per unit.....	--

RATE SCHEDULE SUMMATION SHEET

The total monthly rate is shown on the Rate Schedule Summation Sheet, Sheet No. 5C.

DEMAND SIDE MANAGEMENT

Demand Side Management (DSM) Surcharge shall not be applicable to Schedule NGV Customers.

PAYMENT

Net monthly bills are due and payable twenty days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts.



**Natural Gas Vehicle Service
Rate Schedule NGV**

Original Sheet No. 32A

**NATURAL GAS RATES
NATURAL GAS VEHICLE SERVICE
SCHEDULE NGV - CONTINUED**

CONTRACT PERIOD

This schedule is available only under the Company's standard service agreement for a minimum period of one year and thereafter from year to year until canceled as provided by said agreement.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with the Public Service Commission of Wyoming, the terms and conditions of the Natural Gas Vehicle Service agreement, and the following special conditions:

1. **Definitions of Terms**

Equipment is the Compressed Natural Gas Equipment as described in the service agreement between Company and customer for the fueling of and utilization in Compressed Natural Gas Self-propelled Vehicles. Equipment will be classified as it is purchased by the Company according to vintage price, kind, and expected primary life. Such Equipment group will have a Group Average Capital Cost (GAC) which will be used for all Equipment within that group. Equipment with a value in excess of \$5,000 will be provided at the discretion of the Company. At the Company's option customers may be offered Equipment under the agreements where the payment will be on a \$ per Equivalent Gallon. In these cases, the per gallon charge will be calculated by using the appropriate charges and the expected usage of the customer. Such agreements will include a minimum usage requirement so that the minimum charges will be recovered.

Equivalent Gallon is the amount of CNG that contains an average lower heating value of one hundred fourteen thousand (114,000) BTUs, but in no case contains a lower heating value of less than one hundred ten thousand (110,000) BTUs.

Self-Propelled Vehicles are automobiles, trucks, buses, trains, aircraft, boats, non-road farm vehicles, and construction vehicles, or any other self-propelled vehicle.

2. Company shall maintain ownership of the Equipment, and all Equipment must be used on customer's premises or Self-propelled Vehicle(s).



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 33-34

RESERVED FOR FUTURE FILING



Schedule of Dekatherm Conversion Factors

Original Sheet No. 35

**NATURAL GAS RATES
SCHEDULE OF DEKATHERM CONVERSION FACTORS**

Following is a summary of the factors used by the Company to convert metered volumes to dekatherms.

Altitude Factors

The following is a summary of the currently effective Altitude Factors utilized by the Company for the purpose of converting all customer classes' metered volumes to dekatherms. These Altitude Factors are developed based on the mean altitude of each range utilizing the procedure as set forth on Sheet Nos. R71 through R73.

Range	From	To	Mean Altitude (H)	Altitude Factor (F _P)
1	4,501	5,100	4,800	0.8534
2	5,101	5,700	5,400	0.8357
3	5,701	6,300	6,000	0.8181

Energy Factors

For the purpose of converting residential and commercial customer classes' metered volumes to dekatherms, the Energy Factors shall be calculated, and revised quarterly effective January 1, April 1, July 1, and October 1 of each year, based upon an analysis of the Heating Values for the three-month period ending one month prior to these dates. The Company shall file a report with the Commission prior to the effective date of each such revision detailing the calculation of the revised Energy Factors to be effective for the next quarter, accompanied by such supporting data and information as the Commission may require from time to time.

Temperature Factor

For the purpose of converting residential and commercial customer classes' metered volumes to dekatherms, the Temperature Factor will be set at 1.0000 until revised by the Company subject to Commission approval.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. 36

RESERVED FOR FUTURE FILING



Gas Cost (Reconciled)

Original Sheet No. 37

**NATURAL GAS RATES
GAS COST (RECONCILED)**

APPLICABILITY

All rate schedules for natural gas service are subject to a Gas Cost (Reconciled) (GCR) to reflect the total delivered cost of gas purchased from Company's suppliers. Pursuant to the Wyoming Public Service Commission Rules, the Company will file proposed rate adjustments to reflect cost changes to the GCR. The GCR rate will be applied on a prorated basis to all rate classes with usage effective monthly beginning on the 1st of each month or as requested in its application or as otherwise approved by the Public Service Commission. The company may also request no change in the GCR rate when the change for Firm Service Customers is no more than fifteen cents above or below (+/- \$0.15) the existing GCR rate. The GCR for all applicable rate schedules is as set forth on Sheet No. 37D and will be added to the Company's Base Rates for billing purposes.

DEFINITIONS

Commodity Balancing Account (CBA)

An account which accumulates the difference between Recovered Gas Cost and Actual Gas Cost. The CBA will be determined monthly by subtracting Recovered Gas Cost from Actual Gas Cost with the result, positive or negative added to the CBA on a monthly basis. If the CBA reflects an amount due to customers, interest will be calculated using 1/12th of the Commission's Authorized Interest Rate as defined in the Commission's Rules times the ending monthly balance of the CBA. The interest will then be added (credited) to the over-collected balance on a monthly basis.

Current Gas Cost

A rate component of the GCR, calculated to the nearest one-tenth of a mill per dekatherm (\$0.0001/Dth), which is equal to the Projected Commodity Gas Cost divided by the expected sales volume, in Dth, during the GCR Effective Period.



Gas Cost (Reconciled)

Original Sheet No. 37A

NATURAL GAS RATES
GAS COST (RECONCILED) – CONTINUED

DEFINITIONS - CONTINUED

Projected Commodity Gas Cost

The cost of gas commodity projected to be reasonably incurred by the Company during the GCR Effective Period. This cost includes gas purchases, transmission, gathering, compression, balancing, treating, processing, storage, and like services performed by others for the purpose of effectuating delivery of gas commodity to the Company's natural gas facilities along with directly related applicable taxes, price hedging or forward contracting arrangements, and any other prudent commodity related expenditures projected to be incurred by the Company in providing service to its customers and specifically approved by the Public Service Commission for inclusion in the GCR.

For the purposes of determining the cost of gas purchases in the Projected Commodity Gas Cost, the Company will utilize an average of a NYMEX forecast less the appropriate basis differentials for the various supply delivery points for the GCR Effective Period.

GCR Effective Period

A one month period of time, beginning on the 1st of the month that the GCR rate change is intended to be in effect or such other duration and effective date as the Company may request in its application or other such period directed by the Public Service Commission. This rate shall remain in effect until a new rate is authorized in accordance with Public Service Commission Rules.

Deferred Gas Cost

The rate component of the GCR, calculated to the nearest one-tenth of a mill per dekatherm (\$0.0001/Dth), designed to amortize the balance of the CBA over a twelve month period.

This rate component is equal to the forecast balance of the CBA for the month-end immediately preceding the effective date divided by the expected sales volume, in Dth, for the twelve month amortization period beginning with the proposed effective date of the new GCR tariff. The rate will be determined on an annual basis. The Company may file an application to adjust this rate component more frequently as needed.



Gas Cost (Reconciled)

Original Sheet No. 37B

NATURAL GAS RATES
GAS COST (RECONCILED) – CONTINUED

DEFINITIONS – CONTINUED

Recovered Gas Cost

The amount includes the actual monthly billed revenue accumulated in FERC Account 191.

Actual Gas Cost

Actual Gas Cost is calculated monthly and includes the prudently incurred cost of gas purchases, transmission, gathering, compression, balancing, treating, processing, storage, and like services performed by others for the purpose of effectuating delivery of gas commodity to the Company's natural gas facilities along with directly related applicable taxes, price hedging or forward contracting arrangements, and any other commodity related expenditures incurred by the Company in providing service to its customers and specifically approved by the Public Service Commission for inclusion in the GCR.

DETERMINATION OF GAS COST (RECONCILED)

For the purpose of computing the GCR rate, the following formula will be used:

$$\text{GCR} = (\text{C} + \text{D} + \text{I})$$

C = Current Gas Cost

D = Deferred Gas Cost

I = Incentive Adjustment

The revised GCR will replace the previous GCR.

INCENTIVE ADJUSTMENT

The company may file for an Incentive Adjustment in accordance with the provisions of W.S. § 37-3-115.



Gas Cost (Reconciled)

Original Sheet No. 37C

NATURAL GAS RATES
GAS COST (RECONCILED) - CONTINUED

TREATMENT OF PIPELINE REFUNDS

Application shall be made to the Public Service Commission of Wyoming for approval of a refund plan for the disposition of each pipeline refund received from a pipeline supplier including the interest received thereon. If the Company applies for an incentive adjustment, the application shall also include sufficient justification for retention of not more than ten percent (10%) of the pipeline supplier refund, pursuant to Wyoming Statute § 37-3-115 as an incentive to secure lower pipeline rates before the various regulatory agencies.

INFORMATION TO BE FILED WITH THE PUBLIC SERVICE COMMISSION OF WYOMING

Each filing of a Gas Cost (Reconciled) revision will be accomplished by filing an application and will be accompanied by such supporting data and information required by the Public Service Commission of Wyoming and necessary to support the reasonableness of the costs and the requested rates.



Gas Cost (Reconciled)

Sixth Revised Sheet No. 37D
Cancels Fifth Revised Sheet No. 37D

**NATURAL GAS RATES
GAS COST (RECONCILED) – CONTINUED**

Rate Cost Schedule	Sheet No.	Billing Units	Projected Gas Cost	Deferred Gas Cost	Incentive Adjustment	Gas Adjustment
RG	10	Dth	\$2.7585	(\$0.1894)	\$0.0000	\$2.5691
CG	15	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
IG	20	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
SCS-1	25	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
SCS-2	26	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
TF	29	Dth (1)	\$3.0612	0.0000	0.0000	\$3.0612
TF	29	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
TI	30	Dth (2)	\$3.1760	0.0000	0.0000	\$3.1760
TI	30	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691
CNG	31	Dth	\$2.7585	(0.1894)	0.0000	\$2.5691

(1) Supply Demand Billing Units

(2) On-Peak Demand Billing Units



Franchise Surcharges

Original Sheet No. 38

**NATURAL GAS RATES
FRANCHISE FEE SURCHARGES**

FRANCHISE FEE SURCHARGE

The monthly charge for natural gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost (Reconciled), General Rate Schedule Adjustments, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality wherein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise agreement between the Company and the municipality, less any franchise fees included in Company's gas rate schedules.



Demand Side Management

First Revised Sheet No. 39
Cancels Original Sheet No. 39

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT**

APPLICABILITY

Demand Side Management (DSM) Surcharge shall be applicable to retail tariff customers taking service under the terms contained in this tariff, except as outlined in specific Gas Rate Sheets.

MONTHLY RATE

In addition to the Monthly Rates and provisions of the applicable rate schedule applied in determining a Customer's gas bill, all monthly bills for Customers receiving service shall have applied the following per-Dth surcharge:

Residential (Rate Schedule – RG)	\$ 0.1784
Commercial and Industrial (Rate Schedules - CG or IG).....	\$ 0.0422

BALANCING ACCOUNT

A balancing account (FERC Account 182.3) shall track DSM program costs and activities for customers. The balancing account will be debited each month to reflect expenditures incurred in the delivery of DSM program activities.

DSM program expenditures will be recovered through DSM Surcharge revenues received on and after January 1, 2016. The DSM Surcharge will appear on customer bills as a separate line item entitled DSM Surcharge. Revenues collected through the DSM Surcharge will recover costs incurred for the delivery of DSM programs to customers and be recorded as a credit to the same balancing account the expenditures are recorded.

Interest Charges

Balancing account balances are subject to simple interest charges to account for over- or under-collections of the DSM Surcharge revenues in relation to DSM program expenditures. Simple interest shall accrue monthly on each end-of-month deferred balance. The monthly interest rate shall be at a rate that is 1/12th of the annual Commission's Authorized Interest Rate as defined in the Commission's Rules.

When the balancing account is in a debit position (the running balance of DSM Surcharge revenues collected including the accumulated interest to date is less than program expenditures posted to a particular balancing account), interest revenue is recorded to FERC Account 419 (Interest and Dividend Income) monthly, with the offsetting debit to the balancing account (resulting in an increase in the receivable balance).

When the balancing account is in a credit position (the running balance of DSM Surcharge revenues collected including the accumulated interest charges to date is greater than the program expenditures posted to a particular balancing account), interest expense is recorded as a debit to FERC Account 421 (Other Interest Expense) and a credit to the balancing account. This will result in a decrease in the receivable balance.



Demand Side Management

Original Sheet No. 39A

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED**

DSM REPORTING

A DSM Balancing Account Report will be filed annually, within 90 days after the DSM Tariff Effective Date anniversary. This report will reconcile monthly DSM Surcharge revenues received to the DSM program expenditures (including any interest adjustments) and provide a year-end balance summary.

An Energy Efficiency Status Report will be filed annually, within 120 days after the DSM Tariff Effective Date anniversary, with the Commission. The purpose of these reports will be to summarize program participation, expenditures, and impacts; document adaptive management strategies over the course of the reporting period; and demonstrate the overall cost-effectiveness of specific programs and the overall program portfolio.

In addition, the annual Evaluation, Management and Verification (EM&V) reports, addressing process and impact evaluations, will be filed with the Commission upon completion.

DSM SURCHARGE ADJUSTMENTS

Annual Adjustments

The DSM Balancing Account year-end balance, along with forecasted DSM program expenditures for the following twelve months, will be the basis for proposed adjustment to the DSM Surcharge. In conjunction with the DSM Balancing Account Report filing, annual adjustments will be proposed as necessary to reasonably ensure the balancing account maintains as close to a zero balance on an annual basis, as is reasonably possible. Initially, during the three-year pilot program, an adjustment will be proposed when an overall DSM plan budget deviation of 15% or greater exists due to customer response; and, after the first two years of the pilot program, the balancing account will be included in the 15% deviation.

Margin Recovery

Based on the volumetric savings results of the Commission approved DSM plan, the Company will request Commission approval to collect lost margins. The Margin Recovery is determined by multiplying the calculated deemed Dth savings by the applicable Margin Recovery rates of \$0.5503 per Dth for Residential Customers and \$0.3759 per Dth for Commercial and Industrial Customers. This Adjustment amount is then divided by the forecasted Dth sales for the next year to determine the adjustment rate. This Margin Recovery Adjustment rate is added to the DSM Surcharge for the next year. Any over- or under-recoveries of the Margin Recovery Adjustment will be trued up annually through the Balancing Account. Application for Margin Recovery shall be made with the annual adjustment filing.



NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED

Other Adjustments

Other adjustments to DSM Surcharge customer collection percentages may be required outside of the annual review and adjustment process to offset changes in forecasted DSM Surcharge revenues as a result of rate case tariff changes, Gas Cost (Reconciled) tariff changes, and other related tariff changes.

Applications for proposed DSM Surcharge adjustments will be filed a minimum of 45 days in advance of the requested effective date.

DSM PROGRAMS

The DSM programs encouraging Residential, Commercial and Industrial Customers receiving service under the RG, CG or IG Rate Schedules to purchase and install energy-efficiency products and appliances are explained in the following section:

- Residential Heating and Cooling Program
- Residential Energy Evaluation Program
- Residential Thermal Envelope Measures Retrofit Program
- Residential New Construction Program
- Commercial and Industrial Prescriptive Program
- Commercial and Industrial Custom Program
- Commercial and Industrial Direct Install Program

Qualifying appliances and/or measures will be eligible for rebates under only one of the above-listed programs. Program participants will be required to provide documentation as determined by the Company to ensure program eligibility requirements are met.



Demand Side Management

First Revised Sheet No. 39C
Cancels Original Sheet No. 39C

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED**

Residential Heating and Cooling Program

The Residential Heating and Cooling Program provides a rebate to a Customer with a separately metered residence receiving service under the RG Rate Schedule. A qualifying residence is a separately metered dwelling unit in a structure that has up to and including four separately metered Residential dwelling units.

To receive a rebate, Customers must submit a completed application form and required supporting documentation. The Customer can find more information, including the rebate application for this program, at www.blackhillsenergy.com.

Equipment	Efficiency Requirements Annual Fuel Utilization Efficiency (AFUE) Uniformed Energy Factor (UEF)	Rebate
Furnaces	≥ 92% AFUE	\$250
Furnaces	≥ 94% AFUE	\$325
Furnaces	≥ 96% AFUE	\$400
Boilers	≥ 85% AFUE	\$150
Boilers	≥ 90% AFUE	\$400
Storage Water Heaters	≥ 0.64 UEF	\$75
Storage Water Heaters	≥ 0.80 UEF	\$300
Tankless Water Heaters	≥ 0.87 UEF	\$300
Heating System Tune-Up	n/a	\$50



Demand Side Management

First Revised Sheet No. 39D
Cancels Original Sheet No. 39D

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED**

Residential Energy Evaluation Program

The residential energy evaluation can be conducted on homes that are greater than 5 years of age after construction. A participating Customer will receive a customized report recommending home improvements that can be implemented to reduce usage.

The Customer can find out more information about scheduling an in-home energy evaluation or conducting an on-line survey for this program at www.blackhillsenergy.com.

Left Behind Measure

Low Flow Showerhead
Faucet Aerators
Up to 2 LED's



Demand Side Management

First Revised Sheet No. 39E
Cancels Original Sheet No. 39E

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED**

Residential Thermal Envelope Measures Retrofit Program

To qualify for this program rebates, the Customer must have an in-home energy evaluation performed by the Company. The Residential Envelope Measures Retrofit Program provides a rebate to a Customer with a separately metered residence receiving service under the RG Rate Schedule. A qualifying residence is a separately metered dwelling unit in a structure that has up to and including four separately metered Residential dwelling units.

To receive a rebate, Customers must submit a completed application form and required supporting documentation. The Customer can find more information, including the rebate application for this program, at www.blackhillsenergy.com.

Measure	Minimum Efficiency Requirements	Rebate
Insulation (ceiling)	R-49*	\$0.50 sq.ft. up to \$750
Insulation (wall)	R-13	\$0.50 sq.ft. up to \$750
Insulation (exterior sheathing)	R-5	\$0.50 sq.ft. up to \$750
Insulation (floor)	R-25	\$0.50 sq.ft. up to \$750
Insulation (foundation)	R-10	\$0.50 sq.ft. up to \$750
Insulation Rim Joist	R-13	\$0.50 sq.ft. up to \$750
Insulation (duct)	R-4	70% of the cost up to \$170
Air Sealing	n/a	70% of the cost up to \$200
Duct Sealing	n/a	70% of the cost up to \$285
ENERGY STAR Windows	U equal to or less than 0.32	\$50 per window assembly
ENERGY STAR Patio Doors	U equal to or less than 0.32	\$50 per patio door assembly

* Must have less than R-40 ceiling insulation at the time of the upgrade.



Demand Side Management

Revised Sheet No. 39F
Cancels Original Sheet No. 39F

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT - CONTINUED**

Residential New Construction Program

The Residential New Construction Program offers a rebate to a builder of a separately metered residence receiving service under the RG rate schedule. A qualifying residence is a separately metered dwelling unit in a structure that has up to and including four separately metered residential dwelling units.

To receive a rebate, Customers must submit a completed application form and required supporting documentation. The Customer can find more information, including the rebate application for this program, at www.blackhillsenergy.com.

Performance Tier	Qualification Requirements Home Energy Rating System (HERS)	Natural Gas Efficiency Requirements	Rebate	
			Gas Homes	Gas/Electric Home
Tier 1	HERS ≤ 70	Furnace ≥ 92% AFUE and Water heater ≥ 0.64 UEF	\$1,000	Tier 1
Tier 2	HERS ≤ 65 with ENERGY STAR v.3 certificate		\$3,000	Tier 2



Demand Side Management

First Revised Sheet No. 39G
Cancels Original Sheet No. 39G

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT – CONTINUED**

Commercial and Industrial Prescriptive Program

The Commercial and Industrial Prescriptive Program offers rebates to a separately metered business unit receiving service under the CG and IG Rate Schedules.

A rebate under the Commercial and Industrial Prescriptive Program is paid directly to a Commercial or Industrial Customer for purchasing and installing a qualifying measure at the qualifying business unit. Qualifying measures and rebates are listed in the Commercial and Industrial Prescriptive Rebate table below. Qualifying measures include those that target cost-effective natural gas savings including retrofits of existing systems as well as first-time installations.

To receive a rebate, customers must submit a completed application form and required supporting documentation. The Customer can find more information, including the rebate application for this program, at www.blackhillsenergy.com.

Measure	Efficiency Requirements	Rebate
Furnace	≥ 92% AFUE	\$250
Furnace	≥ 94% AFUE	\$325
Furnace	≥ 96% AFUE	\$400
Boiler (less than 300,000 Btu/hour)	≥ 85% AFUE	\$150
Boiler (less than 300,000 Btu/hour)	≥ 90% AFUE	\$400
Water Heater (less than 60 gallons)	≥ 0.64 UEF	\$75
Water Heater (less than 60 gallons)	≥ 0.80 UEF	\$300
Setback Thermostat	Self-Installation	Up to \$25
Convection Oven	ENERGY STAR	\$100
Range & Oven	High Efficiency	\$500
Conveyor Oven	High-Efficiency (≥ 23%)	\$500
Fryer	ENERGY STAR	\$500
Broiler	High-Efficiency (≥ 34%)	\$100
Steam Cooker	ENERGY STAR	\$500
Low-flow spray head	Gallons/minute ≤ 1.6	\$5



Demand Side Management

Revised Sheet No. 39H
Cancels Original Sheet No. 39H

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT – CONTINUED**

Measure	Size Requirements	Rebate (maximum rebate of 50% of installed cost)
Boiler Reset Controls	Boiler ≤ 300,000 Btu/hour	\$150 per boiler controlled
Boiler Reset Controls	Boiler 300,000 - 1,000,000 Btu/hour	\$250 per boiler controlled
Boiler Reset Controls	Boiler ≥ 1,000,000 Btu/hour	\$500 per boiler controlled
Steam Trap Replacement	Steam system pressure up to 15 psig	\$ 50 per trap
Steam Trap Replacement	Steam system pressure ≥ 15 psig	\$150 per trap
Heating Equipment Tune-up	Furnace ≤ 225,000 Btu/hour	\$100 per unit
Heating Equipment Tune-up	Boiler ≥ 300,000 Btu/hour	\$250 per unit

Commercial and Industrial Custom Program

The Commercial and Industrial Custom Program offers rebates to a separately metered business unit receiving service under the CG and IG Rate Schedules.

A rebate under the Commercial and Industrial Custom Prescriptive Program is paid directly to a Customer for purchasing and installing a qualifying measure at the qualifying business unit.

To qualify for a rebate payment, Customers must submit a project to the Company for review and evaluation prior to installation. If the required Total Resource Cost Benefit-Cost test (TRC B-C) threshold is achieved, the project will be approved for determination of a rebate incentive. Once approved, the Customer would receive a rebate that would ensure a two-year payback or cover one-half of the incremental cost of the measure, whichever is less, once documentation is presented that the project is completed. The Customer can find more information, including the rebate application, for this program at www.blackhillsenergy.com.

Commercial and Industrial Direct Install Program

The Commercial and Industrial Direct Install Program offers rebates to a separately metered business unit receiving service under the CG and IG Rate schedules.

A rebate under the Commercial and Industrial Direct Install Program is paid directly to a pre-qualified Company contractor for purchasing and installing a qualifying measure at the qualifying business unit.

To qualify for a rebate payment the Customer has two options; 1) pay cash and receive a 5% discount on project costs, 2) finance the project with the contractor at 0% interest for 1 year. Customers will receive an on-site analysis to identify energy-efficiency opportunities, and then the contractor will directly install those measures for the Customer.



Demand Side Management

Original Sheet No. 39I

**NATURAL GAS RATES
DEMAND SIDE MANAGEMENT – CONTINUED**

RULES

Service under this Schedule is subject to the Rules and Regulations contained in the tariff of which this Schedule is part, and to those prescribed by regulatory authorities.



RULES AND REGULATIONS
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RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL STATEMENT

The following Rules and Regulations, filed with the Public Service Commission of Wyoming (“Commission”) as 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 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 of said Commission.

Service furnished by the Company is also subject to the Rules of the Public Service Commission of Wyoming. This tariff shall be available for inspection during the regular office hours at the address listed on the cover page. Additional versions may be available at the local offices as well as on the Company website.

Any waiver at any time of the Company’s rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL

DEFINITION OF TERMS

British Thermal Unit (Btu). The amount of energy required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit.

CUBIC FOOT OF GAS (CF).

- a. For the purpose of gas property determination, one cubic foot of gas shall mean one “standard cubic foot” (scf) of gas, which is the volume of water-free gas occupying a space of one (1) cubic foot at standard conditions.
- b. For the purpose of gas volume determination, one “cubic foot” of gas shall mean the amount of gas which occupies a volume of one (1) cubic foot at reference conditions of either:
 - i. the actual metering pressure and temperature; or
 - ii. the standard conditions (14.73 psia, 60°F).
- c. For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes.
- d. Ccf means one hundred (100) cubic feet.
Mcf means one thousand (1,000) cubic feet.
Mmcf means one million (1,000,000) cubic feet.

DEKATHERM (Dth). The energy equivalent to 10 therms, or 1,000,000 Btus. One (1) therm is the equivalent to 100,000 Btus.

MMBTU. One million Btu.

PSIA. Pressure in pounds per square inch absolute.

PSIG. Pressure in pounds per square inch gauge.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

APPLICATION FOR GAS SERVICE

The Company shall, upon request, provide its Customers such information and assistance as is reasonably possible and necessary in order that Customers may secure safe, adequate and reliable service.

An application for natural gas service may be made at any office of the Company. The use of natural gas service constitutes an agreement under which the user receives natural gas service and agrees to pay the Company therefor in accordance with the applicable rate schedules, Rules and Regulations.

REFUSAL TO SERVE NEW CUSTOMERS OR EXPAND EXISTING SERVICE

The Company may refuse to provide, expand or materially change service to a requesting Customer when:

- the Company does not have adequate facilities to render the service requested;
- the requested service appears to be unsafe or likely to adversely affect service to another Customer; or
- the requesting Customer is indebted to the Company for service previously rendered and satisfactory payment arrangements have not been made with the Company.

If indebtedness for service rendered at a former location is in dispute, the requesting Customer shall be provided service at the new location upon complying with the Company's deposit requirements and paying the amount in dispute. Upon settlement of the disputed amount, any balance due the Customer shall be refunded with accrued interest at the Commission's Authorized Interest Rate as defined in the Commission's Rules. The Company shall not refuse service to a new Customer because of debts of a previous Customer at the same location.

The Company may refuse service due to unpaid line extension charges for facilities serving the location.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

CHOICE OF RATES

The Applicant shall select the rate under which service shall be supplied subject to the terms and conditions of the individual rate schedule. When more than one rate is available, the Company will, upon request of Applicant, explain the conditions, character of installation or use of service governing the rates and assist in the selection of the rate most suitable for the Applicant's requirements. The Applicant, however, shall be responsible for final selection of said rate, and the Company assumes no liability therefor.

TEMPORARY OR INTERMITTENT SERVICE

If service to the Customer is to be temporary or intermittent, service will be supplied in accordance with the rate schedule applicable thereto and service connection and any main construction involved will be at the option of the Company as set forth in the Company's Natural Gas Service Connection and Main Extension Policy.

CUSTOMER DEPOSITS

An Applicant or Customer, if required by the Company, will provide a deposit to guarantee payment. The required deposit is not an advance payment, nor partial payment of any bill for service, but is security for payment of bills for service, to be applied against unpaid gas bills only in the event service is discontinued. Additionally, where the Applicant for new service is in default of payment of bills for any service previously rendered to Applicant in the state of Wyoming, a settlement of the old account, or arrangement satisfactory to the Company for its settlement, will be required before any new service is rendered.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

CUSTOMER DEPOSITS - CONTINUED

An act of subterfuge by an Applicant or Customer shall result in the billing of a deposit, discontinuance of service, or denial of service. Subterfuge includes, but is not limited to, the use of a fictitious name by an Applicant for service to avoid paying prior indebtedness to Company.

For residential Customers, the Company may accept a written guarantee from an acceptable guarantor, in lieu of a deposit, if the guarantor is an existing Customer of the Company and has a satisfactory credit history with the Company. After the Company has verified the Customer's identity, the Customer shall agree to permit the Company to provide the Customer's account information to the guarantor upon the Customer's default.

For non-residential Customers, the Company may accept a surety bond or irrevocable letter of credit from a financial institution, in lieu of a deposit, for an amount equal to the required deposit and be issued for a one (1) year period. In the event a non-residential Customer has not maintained a satisfactory payment record, as described in this section, a surety bond or letter of irrevocable credit will be required beyond a one (1) year period, and until such time as a satisfactory credit record is maintained.

The Company may refuse service to an Applicant or discontinue service to a Customer for failure to comply with this section. Company policies governing Customer deposits as described within this section shall be applied uniformly.

Unless otherwise ordered by the Commission, the required deposit shall not exceed the total amount of the Customer's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

CUSTOMER DEPOSITS - CONTINUED

The Company shall provide the Customer a non-assignable receipt or other record of deposit, showing the date and amount received.

The Company shall calculate simple interest on required deposits at the Commission's Authorized Interest Rate as defined in the Commission's Rules. Interest shall apply only to deposits held for at least six months, but shall accrue from the date of initial deposit through the date the deposit is returned.

The Company may require a deposit if:

- (i) a prior service account with the Company remains unpaid and undisputed at the time of application for service;
- (ii) service from the Company has been terminated for:
 - a. nonpayment of any undisputed delinquent bill;
 - b. failure to reimburse the Company for damages due to the Customer's negligent or intentional acts; or
 - c. acquisition, diversion or use of service without the authorization of or knowledge by the Company.
- (iii) information provided upon application for service is materially false or a misrepresentation;
- (iv) the application is for initial service with the Company or the applicant did not have service with the Company for a period of at least 12 consecutive months during the past four years;
- (v) the applicant or non-residential Customer is unable to pass an objective credit screen per this tariff;
- (vi) the request is for service at an address where a former Customer with an undisputed delinquent bill for service still resides or conducts business;
- (vii) the applicant for service, or the Customer, has been brought within the jurisdiction of the bankruptcy court or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service; or
- (viii) the Company has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential Customer. The Company and Customer may attempt to reach an agreement. If the Company and Customer are unable to reach an agreement, the Company shall file a confidential petition requesting expedited review and Commission approval prior to collecting the Customer deposit. The petition shall contain the basis for the Company's determination, the amount of deposit sought and sufficient information for the Commission to contact the Customer.

The Company shall not require a deposit as a condition of new or continued utility service based upon any criterion not specifically authorized by the Commission's Rules.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

CUSTOMER DEPOSITS – CONTINUED

The Company shall retain records showing:

- (i) The name and address of each Customer making the deposit:
- (ii) The date and amount of the deposit; and
- (iii) Each accounting transaction concerning the deposit

Return of deposits and any unpaid interest earned on deposits shall be applied as a credit to the Customer's bill, unless requested by the Customer to be refunded by check, when:

- (i) the accrued interest equals or exceeds \$10.00. The Company shall apply the credit at least annually;
- (ii) a residential Customer has received 12 consecutive months of service, with no cause to disconnect and bills have been paid when due;
- (iii) a non-residential Customer has received 12 consecutive months of service, with no cause to disconnect, bills have been paid when due and the Customer passes an objective credit screen; or,
- (iv) service is discontinued at the Customer's request.

The Company shall not require the Customer to provide the original receipt in order for the deposit to be returned. Any credit balance on the account after the deposit is applied shall be credited to the Customer. If the Company is unable to refund the credit due to lack of knowledge of the Customer's location, additional interest will not accrue after the service discontinuation date. The Company shall manage such deposits as unclaimed property as required by W.S. § 34-24-109.

The applicant or non-residential customer is unable to pass an objective credit screen described as follows:

- 1) An applicant who previously was a Customer of Company shall be considered as having a satisfactory credit record where said previous service was provided for a continuous period of at least ten (10) months within the last four (4) years, and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two (2) written Notices of Discontinuance during the last twelve (12) months of said service.
- 2) An applicant who was not a Customer of the Company in accordance with the above shall be considered as having a satisfactory credit record if authorization is provided to the Company to obtain credit information through a national credit bureau of the applicant's credit record and said information reveals a satisfactory rating.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the Customer's premises. Such readings will be taken as nearly as may be practicable every thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals. In such event, meters will be read at the intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the Customer will be billed on an estimated usage based on the best available information.

At a minimum, bills shall show the meter readings at the beginning and end of the billing period, the date of the meter readings, the units consumed and the class of service and other information necessary to enable the Customer to readily recompute the amount of the bill.

If an initial or final bill is for a period less than the "monthly" billing period described above, billing will be prorated based on a 30-day billing period.

All bills for service, including any excise tax, sales tax, franchise fee, or the like imposed by governmental authority, are due and payable at an office of the Company, or to an authorized agent of the Company, not later than the due date shown on the bill. The bill will be considered as received by the Customer when mailed to, or left at, the location where service is used or at some other location that has been mutually agreed upon. Final bills, weekly bills, special bills, and bills for connection and reconnection are due on presentation. If the Customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the Customer from payment for service rendered.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

MEASUREMENT OF SERVICE

The Company will install, own, and maintain suitable metering necessary for measuring the natural gas supplied. Each class of natural gas service supplied will be metered and billed separately. All service to a Customer under one applicable rate schedule will be measured by a single meter installation, and meter readings of one meter installation shall not be combined with meter readings of another meter installation for billing purposes. Adjoining properties may be combined on a single meter installation at the Customer's expense, and served as a single Customer where such properties are controlled, occupied, and used for commercial purposes by a single enterprise engaged in the pursuit of a single business. All service meters shall clearly indicate the units of measurement for which the Customer is charged. If the Company bills in a different unit of measure than indicated on the meter, the conversion factor shall be stated on the bill. Meters will measure in cubic feet, therms or dekatherms.

Service to the same person at different premises will be considered as service to separate Customers.

Standard delivery pressure and temperature of natural gas supplied by the Company is four (4) ounces per square inch above average atmospheric pressure and sixty (60) degrees Fahrenheit. Where necessary, the volume of gas as registered on the service meter shall be adjusted to the foregoing conditions for billing purposes.

The Customer shall consult the Company regarding the necessity of changing the location of gas service before building any addition or structure over the service. The Customer shall not enclose the exposed portion of gas service facilities with any unventilated enclosure. The Customer shall notify the Company of any leak or defect observed in the Company's facilities.

COMPLAINTS

The Company will make a full and prompt investigation of all complaints and will keep a record of all complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept for three years after the date of the complaint.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

Upon a Customer's or legally authorized person's request, the Company shall make reasonable efforts to terminate the Customer's service as requested, unless otherwise specified in the rate or applicable contract. Where such notice is not received by the Company, the Customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a Customer from any minimum or guaranteed payment under any contract or applicable rate. Before discontinuing service, the Company shall inform the Customer of any additional charges per tariff, if applicable, for after-hours service discontinuation, as disclosed on the Schedule of Charges for Rendering Service on Sheet No. 5C.

DISCONTINUANCE OF SERVICE BY THE COMPANY

Unless otherwise ordered by the Commission, the Company may discontinue service upon not less than seven (7) calendar days' notice to residential Customers or not less than three (3) calendar days' notice to non-residential Customers, if:

- 1) The Customer fails to pay, or make arrangements for payment of bills for service rendered as provided in these Rules and Regulations.
- 2) The Customer fails to comply with Company's Rules and Regulations after due notice of such failure is given by the Company and reasonable time is allowed for compliance.
- 3) The Customer's use of service is detrimental to the natural gas service being furnished by the Company to other Customers in the immediate vicinity or supplied from the same distribution system.

Notice shall be effective when a copy is provided to the Customer in person, by telephone after customer verification, or received by U.S. mail at the Customer's last known mailing address. Additional notice may be provided electronically. The notice shall contain or inform:

- 1) The name of the person whose account is delinquent and the service address to be discontinued;
- 2) The rule or regulation that was violated or the amount of the delinquent bill;
- 3) The effective date of the notice and the date on or after which service is to be discontinued;
- 4) The Company's specific address and telephone number for information regarding how to avoid service discontinuation;
- 5) The names of agencies or organizations that have notified the Company that they render assistance to eligible persons who are unable to pay their utility bills;
- 6) A statement advising the Customer how to contact the Commission if discontinuation is disputed;
- 7) For residential Customers, the notice shall inform the Customer that, if prior to the initial date for the discontinuation, the Customer provides the Company with written verification from a health care provider responsible for the care of a Customer or his/her co-habitants stating that their health or safety would be seriously endangered if service were discontinued, the Company shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

DISCONTINUANCE OF SERVICE BY COMPANY - CONTINUED

The Company shall attempt to contact the Customer either in person or by telephone after Customer verification before discontinuing service during the cold weather period of November 1 through April 30.

The Company shall also provide notice of discontinuation or account delinquency to a third party if a Customer or person acting for the Customer has requested that the Company do so after Customer verification. The right to request third-party notification does not create third-party liability for payment.

If the Customer defaults, the Company shall provide the discontinuation notice to any guarantor and Customer simultaneously. The guarantor's service shall not be subject to discontinuation as a result of the Customer's default. The Company shall remove a guarantor when:

- 1) The Customer has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due and the Customer passes an objective credit screen;
- 2) The guarantor has paid all amounts due for service through the date the Company receives the request to terminate the guarantor agreement; or
- 3) An additional agreement with the Company is in place.

The Company shall assist elderly and handicapped persons who are unable to pay their utility bills with determining available government assistance.

The Company may discontinue service between 8:00 a.m. and 4:00 p.m. Monday through Thursday, without further notice when:

- 1) The notification period has elapsed and the delinquent account has not been paid;
- 2) Acceptable payment arrangements have not been made with the Company; or
- 3) The Company is not satisfied the Customer has ceased violating the Company's Rules and Regulations.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

DISCONTINUANCE OF SERVICE BY COMPANY - CONTINUED

The Company shall not discontinue service for bill nonpayment:

- 1) On a legal holiday or the day before;
- 2) During the period from December 24 through January 2, inclusive;
- 3) On any day the Company cannot reconnect service;
- 4) If the Customer enters into an agreement with the Company for payment of the delinquent billing over a reasonable time and the Customer complies with the payment arrangements;
- 5) If the Customer owes the Company money due to a meter or other billing error and the Customer complies with payment arrangements;
- 6) At a previous address for a different class of service;
- 7) Of non-utility service or merchandise;
- 8) If a Customer is paying bills on time, even though a former Customer with an undisputed delinquent bill for service resides or conducts business at the same address;
- 9) If a Company bill is in dispute and the Customer duly pays the Company bill or bill portion that is not in dispute; or
- 10) If the temperature is forecasted by the National Weather Service or other reputable source to be below 32° F in the impending 48 hours, or if conditions are otherwise especially dangerous to health, and the Customer is:
 - a. Unable to pay for service in accordance with the Company's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
 - b. Able to pay for service in installments only.

Discontinuance of service for non-payment shall also not occur if the Customer makes full payment of the outstanding bill. Such payment is to be made by cash or bona fide check to a Company representative unless Customer has twice previously tendered payment with check which was returned to the Company by the financial institution unpaid, and the second such check was returned within the most recent twelve month period, in which case payment by cash or certified check is required to avoid discontinuance of service.

The Company may discontinue service without advance notice for the following reasons: safety, health, or cooperation with civil authorities. The Company does not assume responsibility for good faith cooperation with civil authorities. The Company may also discontinue service without advanced notice for the Customer's fraudulent use, failure to comply with Company curtailment procedures during supply shortages, or tampering with, or destroying Company service facilities. The Company may discontinue service without advanced notice if service is found to have been restored by someone other than the Company and the original cause for the discontinuance has not been cured. The Company does not assume responsibility for the consequences of discontinuance of service as a result of the conditions listed above.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

RESTORATION OF SERVICE

When service has been discontinued for violation of the Company's Rules and Regulations, nonpayment of bills or fraudulent use of service; and the Customer desires the service to be reconnected, the Company may require the Customer to pay in full all bills due for service rendered up to the date service was discontinued, plus any reconnection charges as stated on the tariff sheet entitled Schedule of Charges for Rendering Service. The Company shall not charge to reconnect service when discontinuation was improper.

Where service has been discontinued as set forth in these rules, the Company shall restore such service as soon as practicable, after elimination by the Customer of the cause for discontinuance, unless extenuating circumstances prevent restoration. Extenuating circumstances include, but are not limited to, the requirement that the Customer or a responsible individual designated by the Customer be at the premises at the time of restoration.

DIVERSION OF NATURAL GAS

The existence of natural gas consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices, or equipment connected to the Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of natural gas without its proper registration on the Company's meter shall constitute evidence of diversion of natural gas by the Customer in whose name service is being rendered, or by the person benefiting from the use of such diverted natural gas. In the event that a Company check meter registers more natural gas in the same interval of time than does the meter installed at the Customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Company's meter testing program, such fact shall also constitute evidence of diversion of natural gas.

In such instances, the Company will, in a reasonable manner, compute the amount of diverted natural gas. The computation will be based on any available information, or estimated. Such computation will be made for the period beginning with the date on which the Customer began using natural gas at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which said diversion ceased.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

DIVERSION OF NATURAL GAS – CONTINUED

Bills for natural gas diverted, based upon the aforesaid computation, under the applicable rate effective during the period of diversion, plus the cost of investigating and confirming such diversion and discontinuing service, shall be due and payable upon presentation.

If service has been discontinued for diversion of natural gas, the Company will not render service to the Customer at the same location that gas was diverted, nor will the Company begin new service to the discontinued Customer at any other location until:

- 1) The Customer has paid all bills as set forth above, and
- 2) The Customer has paid to the Company the installation cost of, or has had installed, at the Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of natural gas.

The foregoing rules pertaining to Diversion of Natural Gas are not in any way intended to affect or modify any action or prosecution under the Criminal Statutes of the State of Wyoming.

SHORTAGE OF NATURAL GAS SUPPLY

In case of emergency causing a shortage of supply, the Company shall have the right to grant preference to that service, which, in its opinion, is most essential to the public welfare.

EASEMENTS

A contract for natural gas service, or receipt of service by the Customer, will be construed as an agreement granting to the Company an easement for gas mains, services, meters, and other equipment of the Company necessary to render service to the Customer. If requested by the Company, the Customer, before service is connected, will execute the Company's standard form of right-of-way agreement, granting to the Company, at no expense therefor, satisfactory easements for suitable location of the Company's mains, services, meters and metering equipment, and other appurtenances on or across lands owned or controlled by the Customer, and will furnish space and shelter satisfactory to the Company for all apparatus of the Company located on the Customer's premises. The Customer shall be responsible for the costs of obtaining an easement from a third party if a planned service line will cross the property of a third party and that routing is at the request of the Customer and the Company has determined it can accommodate the Customer's requested routing. The easement shall be granted to the Company, not to the Customer securing the easement for the Company.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

ACCESS FOR COMPANY'S EMPLOYEES

The Customer will provide access to the served premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of natural gas service.

REALLOCATION/RESALE OF NATURAL GAS

Natural gas service supplied by the Company is for the exclusive use of the Customer. The Company reserves the right to refuse to furnish natural gas service to any Customer where the purchase of such service is for the purpose of resale to others. In the event natural gas is resold in conflict herewith, the Company shall have the right, at its option, either to discontinue service to the Customer, or to furnish service directly to the sub-customer.

CUSTOMER'S INSTALLATION

The Customer, before purchasing equipment or beginning construction of a proposed installation, should confer with the Company to determine if the type of service, capacity, and pressure desired by the Customer is available; to determine if extensions of, or additions to, the Company's facilities will be required; and to secure definite location of the point of delivery, *i.e.*, point where the Company's natural gas facilities will connect to those of the Customer. Before any additions to or alterations of existing installations are made by the Customer which will materially affect the character of service required, or which may require a change in the type of service or the point of delivery, the Company must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Company may first determine if the service desired is available and, if so, that the necessary changes in the Company's facilities may be arranged for and completed.

All gas piping and other natural gas equipment on the Customer's side of the point of delivery will be furnished, installed and maintained at all times by the Customer in conformity with good practice, the requirements of any public body having jurisdiction, and in accordance with the Company's Rules and Regulations. The Company accepts no liability for injury or damage caused by defects in Customer's piping or equipment.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

CUSTOMER'S INSTALLATION - CONTINUED

No equipment or apparatus will be connected to the Company's distribution system the operation of which may cause such an abnormal pressure variation in said system as to impair or endanger the natural gas service supplied to other customers on said system or to adversely affect operation of the Company's metering or pressure regulating equipment. In the event that equipment having a high instantaneous demand such as gas engine is to be connected, the Customer shall provide adequate pulsation or surge tank, shut-off valves and other protective devices as may be required by the Company. The Customer shall, in every case, confer with the Company before any equipment or apparatus requiring extremely close regulation of pressure or quality of gas is connected to the Company's distribution systems.

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the service lead and the point of delivery, the Company will designate a new point of delivery to which the Customer, at his or her expense, will bring the service lead.

Service will be delivered to the Customer for each premises at one point of delivery to be designated by the Company.

The Company reserves the right to require the Customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their locations made at the request of the Customer. Meters and other equipment of the Company will be removed or relocated only by employees of the Company.

PROTECTION OF SUB-SURFACE FACILITIES

The Customer shall consult the Company regarding the necessity of changing the location of the gas service before building any improvement, addition, or structure over the gas service pipe. The Customer shall notify the Company before operating or permitting the operation of any power excavating or ditching equipment in the proximity of the Company's underground gas service on the Customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, regulators, and materials supplied by the Company at its expense or under its standard policies will be and remain the property of the Company. The Company's property shall not be worked upon or interfered with by the Customer or other unauthorized person.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL – CONTINUED

LIABILITY - CONTINUED

The Customer shall be responsible for any damage to or loss of the Company's property located on the Customer's premises, caused by or arising out of the acts, omissions or negligence of the Customer or others under the Customer's control, or the misuse or unauthorized use of the Company's property by the Customer or others under the Customer's control. The cost of making good such loss and/or repairing such damage shall be paid by the Customer. Customer shall be held responsible for injury to Company's employees if caused by the Customer's acts, omissions or negligence.

The Customer shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the Customer or any of his agents, employees, or licensees, in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

The Company shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond the Company's control.

INDEMNITY TO COMPANY

The Customer shall hold the Company harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on the Customer's side of the point of delivery unless caused by the negligence or wrongful acts of the Company's agents or employees.

BUDGET BILLING PAYMENT PLAN

SCOPE

The Budget Billing Payment Plan (Plan) provides gas customers with a method of paying for gas usage to avoid the highs and lows associated with normal monthly billing. The Customer's monthly bill is computed by taking an average of the bills during the previous twelve months, including the current month's bill. A portion of the calculated Budget Billing Payment Plan balance is added to the calculated average bill and rounded up to determine the current payment due.



RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL - CONTINUED

BUDGET BILLING PAYMENT PLAN – CONTINUED

SCOPE - CONTINUED

DEFINITIONS

Budget Bill Payment Plan Balance (BBPPB). Actual charges minus billed payment plan amounts.

All Services. All gas/electric service under an individual account.

Budget Bill Calculation (BBC). Previous 12 months' bills at the premise plus BBPPB as of Plan anniversary divided by 12.

Budget Bill. BBC rounded up to the next whole dollar.

Calculation of Monthly Charge

In the first year on this plan, the Budget Bill amount owed is calculated based on the previous 12 months bills at the premise, including the current month's bill. The Budget Bill amount is recalculated every month and changed only if the recalculated amount differs (+/-) 10 percent or more from the previous months' Budget Bill amount.

On the anniversary date, the BBPPB is used in the calculation of the monthly Budget Bill amount for the next 12 months. The Budget Bill amount owed is calculated based on the previous 12 months bills at the premises, including the current month's bill, plus the BBPPB. The Budget Bill amount is recalculated every month and changed only if the recalculated amount differs (+/-) 10 percent or more from the previous months' Budget Bill amount.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

BUDGET BILLING PAYMENT PLAN – CONTINUED

SCOPE - CONTINUED

Calculation of Monthly Charge - Continued

Qualified customers with less than 12 months history at their current premises are also allowed to enroll in the Plan. The initial monthly budget bill amount will be determined on a case-by-case basis with the Company's Customer Service Representative.

Combination customers who have both electric and gas services with the Company and elect to participate in this Plan are required to have both services on the Plan. If a Customer has only one service with the Company, that single service can be on the plan.

The provisions of this Plan are applicable to all residential customers and to certain nonresidential gas customers served. Accordingly, the following nonresidential customers do qualify for this Plan:

1. Customers with individual accounts where the average monthly bill is less than \$5,000.
2. Customers whose usage patterns are sufficiently predictable so as to permit estimation on an annual basis with a reasonable degree of certainty.
3. Other accounts will be considered on a case-by-case basis.

PROCEDURE

- A. Customers must contact the Company to request enrollment in the Budget Billing Payment Plan.
- B. If the Customer's account is current and otherwise qualifies for enrollment in the Plan, the Customer will be so informed at the time of the Customer's request and the Customer's account record in the Company's Customer Information System will be so coded.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

BUDGET BILLING PAYMENT PLAN – CONTINUED

PROCEDURE - CONTINUED

- C. Customers who are delinquent cannot qualify for the Plan unless they are able to pay amounts past due or enter into a Deferred Payment Agreement with the Company.
- D. Customers enrolled in the Plan will continue to be billed under the Plan provisions until they request removal.
- E. If a Customer desires to be removed from the Plan, the Customer must contact the Company to request withdrawal from the Plan. Removal from the Plan will be effective following contact regarding withdrawal. Upon such removal the total unpaid balance becomes due at the next billing cycle. If a credit balance exists it may be refunded, or applied to the next cycle billing, at the Customer's discretion.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. R25

RESERVED FOR FUTURE USE



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

CHARGES FOR RENDERING SERVICE

Charges will be made to the Customer for all service work performed on the Customer's premises by the Company for the Customer, except for gratuitous services provided by the Company. Such charges will be at the Company's current hourly rate for service work and subject to an applicable minimum charge. Service work performed during other than service employees' normal working hours shall be subject to overtime rates and minimum time consideration. Charges are set forth on the tariff sheet entitled Schedule of Charges for Rendering Service. Such charges are to offset the Company's costs for such work and are in addition to Customer charges for utility service, deposits and required charges under the Company's filed Service Connection and Main Extension Policy.

Gratuitous services to Customers by the Company will not be charged to the Customer. Such gratuitous services are limited to the following:

- 1) All emergency calls where permanent materials and facility replacement is not performed.
- 2) Customer advice where work is referred to others and no work is performed and no estimates are made.
- 3) Bill investigations.
- 4) Customer service complaint investigations.
- 5) Changing Customer's equipment due to changes in service characteristics.
- 6) Routine maintenance of Company facilities.
- 7) Relight pilots and perform other services resulting from outages on the Company's system.

To compensate the Company for the cost of processing returned checks, the Company will make a charge to any Customer whose check for payment to the Company is returned to the Company by the financial institution as not payable. The Company shall charge any Customer to reconnect service when service has been discontinued pursuant to these Rules and Regulations. The amount of these charges is stated on Sheet No. 5D.



RULES AND REGULATIONS
NATURAL GAS SERVICE
RESIDENTIAL SERVICE

These Rules and Regulations apply to Residential Service in all territory served by the Company.

DEFINITION

Residential Service is the furnishing of natural gas for the exclusive use of the individual Customer for domestic purposes, e.g., cooking, water heating, space heating and clothes drying, in a private home or individual living unit where only one household is served through a single meter. Service to buildings adjacent to the residence including garages, barns, and other minor building for use of the residents, may also be served through the residential meter. Each family dwelling place or housekeeping unit shall be considered as a separate living unit if separately metered.

MISCELLANEOUS

Residential Service rates are not applicable to service for commercial enterprises, except as specifically provided herein. Commercial enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment buildings, rooming houses, motels, mobile home parks, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through a single meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agricultural, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

Where three or more rooms in a private residence or apartment building are rented or for rent and the entire residence or apartment building is supplied through one meter, such residence or apartment building shall be classified as a commercial establishment and shall not be entitled to a residential schedule.



RULES AND REGULATIONS
NATURAL GAS SERVICE
COMMERCIAL SERVICE

These Rules and Regulations apply to Commercial Service in all territory served by the Company.

DEFINITION

Commercial Service is the furnishing of natural gas for the exclusive use of the individual customer for cooking, water heating, space heating, heat applications, and miscellaneous purposes to commercial establishments.

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such enterprises will include but not be limited to gas engine service, resale service, gas back-up service, clubs, fraternities, sororities, lodges, hotels, apartment buildings, rooming houses, motels, mobile home parks camp grounds, and multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agriculture, livestock production, mining, oil and gas extraction, construction, communication, transportation etc. These enterprises may also be supplied under Interruptible Industrial Service or Gas Transportation Service rate.



RULES AND REGULATIONS

NATURAL GAS SERVICE

INTERRUPTIBLE INDUSTRIAL SERVICE

These Rules and Regulations apply to Interruptible Industrial Service in all territory served by the Company.

DEFINITION

Interruptible Industrial Service is the furnishing of natural gas under the applicable Interruptible Industrial Schedule for industrial manufacturing or processing uses or for space heating purposes which service is subject to immediate interruption by discontinuance of gas service to the Customer by the Company with or without notice. Interruptible Industrial Service is subject to the prior rights to available gas of all Residential and Commercial customers.

SPECIAL RULES

General Statement

The availability of natural gas for service under Interruptible Industrial Service is contingent at all times upon the requirements of customers receiving a higher priority service. The Company reserves the right to limit at any time the number of customers served and/or the quantities of natural gas supplied under Interruptible Industrial Service; to render such service only where the Company has adequate distribution capacity; and to determine whether the Customer's apparatus and equipment, the use thereof, and the general operating conditions of both the Customer and Company are such that service shall be supplied under the Interruptible Industrial Service.

Prior Rights

1. Residential and Commercial Gas customers have priority to the use of available natural gas service over all Interruptible Industrial Service customers.
2. Priorities between the classes of Industrial Service customers are as set forth in the individual schedules.



RULES AND REGULATIONS

NATURAL GAS SERVICE

INTERRUPTIBLE INDUSTRIAL SERVICE - CONTINUED

SPECIAL RULES – CONTINUED

Interruption of Service and Standby Requirements

Provisions relating to interruption of service and standby requirements are set forth in the individual schedules. The Company reserves the right and privilege to verify the Customer's installation at any time to assure the Company of the Customer's compliance with such provisions, and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises for such purpose. The Company's verification of said installation shall not be construed as a representation to the Customer of the condition, capability, or adequacy of such installation or as a guarantee as to the sufficiency of the standby fuel supply for any period of interruption of natural gas supply, which responsibilities shall at all times be and remain the obligations of the Customer.

Combined Service

Where the total load of a Customer served at one point of delivery cannot be combined under one classification for billing purposes due to restrictions in the applicable schedule, the Customer shall so arrange this piping so that each class of service can be separately metered and billed under the applicable schedule.

Prorated Billing

In consideration of the special rates for Interruptible Industrial Service, bills for such service shall not be prorated for periods of interruption or discontinuance.

Pressure and Temperature Correction

Where it becomes necessary, the volume of natural gas as registered on the meter shall be adjusted to a volume based on sixty degrees Fahrenheit and a pressure of four (4) ounces above average atmospheric pressure for purposes of calculating the bill for service.



RULES AND REGULATIONS
GAS TRANSPORTATION SERVICE

GENERAL STATEMENT

The following Gas Transportation Rules and Regulations, filed with the Public Service Commission of Wyoming as part of the Company's Gas Transportation tariff, set forth the terms and conditions under which Gas Transportation Service is provided and govern all classes of such service in all 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 of the Public Service Commission of Wyoming. Gas Transportation Service furnished by Company is also subject to the Company's Rules and Regulations for Natural Gas Service. In the event conflict exists between the Company's Gas Transportation Rules and Regulations and the Rules and Regulations for Natural Gas Service, the Gas Transportation Rules and Regulations shall control.

These Gas Transportation Rules and Regulations are applicable to all existing and new Shippers and Receiving Party(s) receiving Gas Transportation Service.

Any waiver at any time of the Company's rights or privileges under these Gas Transportation Rules and Regulations or under any individual Service Agreement entered into pursuant to this tariff shall not be deemed a waiver as to any breach or other matter subsequently occurring.

SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGMENTS

The Shipper and each Receiving Party receiving Shipper's gas through the Company's system acknowledges that all service provided to the Shipper and the Receiving Party(s) hereunder is for the benefit of the Receiving Party(s), and in the event that the Shipper or the Receiving Party fails to make timely payment for any service provided under this schedule, or is in violation of any rule or regulation of the Company, all service provided to the Shipper and Receiving Party shall be subject to termination in accordance with the Company's Rules and Regulations for Natural Gas Service.

DEFINITION OF TERMS

Allocation(s). Actual quantity of the Shipper's gas supplies, as determined by Interconnecting Party(s), to be delivered to the Company for a specific Service Agreement and/or Interconnecting Party(s) agreement for a specific time period.

Business Day. Business Day shall mean Monday, Tuesday, Wednesday, Thursday, or Friday, excluding Company-recognized holidays.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

DEFINITION OF TERMS – CONTINUED

Capacity Interruption. The discontinuance of transportation service due to the Company's inability to provide such service due to capacity constraints on the Company's System. The phrase "Capacity Interruption" shall have the same meaning as "Interruption."

Category One Receipt Point List. A list of Receipt Points available for interruptible deliveries on the Company's System. This list will be included as an Exhibit to the Service Agreement.

Category Two Receipt Point List. The list of Receipt Points that from time to time may be available on an interruptible basis for deliveries to Company's System. This list will be included as an Exhibit to the Service Agreement. These points may require the Company to provide displacement service and must be approved in advance by the Company.

Central Clock Time (CCT). Central Standard Time (CST) except for that period when Daylight Saving is in effect. During this period CCT shall mean Central Daylight Time (CDT).

Date of First Delivery. The date when the Company first delivers the Shipper's Gas under a Gas Transportation Service Agreement, at the individual Delivery Point(s), as specified in an Exhibit to the Service Agreement.

Day. A period of 24 consecutive hours, beginning at 8:00 a.m. Mountain Standard Time, or such other consecutive 24-hour period designated by the Company.

Delivery Point(s). The point(s) where the Company delivers gas to the Receiving Party as specified in an Exhibit to the Service Agreement.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

DEFINITION OF TERMS – CONTINUED

Firm Capacity. The aggregate total of the Peak Day Quantity for all Delivery Point(s) under the Shipper's Firm Gas Transportation Service Agreement, expressed in dekatherms.

Firm Supply Reservation Quantity. The maximum daily quantity of sales gas, expressed in dekatherms, available for purchase from the Company on a firm basis, which is contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of the Shipper's gas are not available for receipt by the Company.

Fuel Reimbursement. A quantity of gas, equal to a percentage of the quantity of the Shipper's gas delivered to the Company, to compensate the Company for fuel required for transportation service hereunder.

Imbalance. The difference between the quantity of the Shipper's gas allocated by the Interconnecting Party(s) at the Receipt Point(s) less Fuel Reimbursement and the quantity of gas delivered to the Receiving Party at the Delivery Point(s) for the Shipper's account as determined by the Company. In the event supplies of the Shipper's Gas are not available for receipt by the Company but the Shipper, acting on behalf of the Receiving Party is authorized and has nominated to receive Backup Supply Sales Gas, the quantity of such gas received from the Company shall be subtracted from the quantity of gas consumed by the Receiving Party at the Delivery Point(s) before the existence of an Imbalance is determined.

Imbalance Resolution Gas. The quantity of gas necessary to correct previous months' cumulative Imbalance between the Company and Shipper.

Interconnecting Party(s). The operator of the facilities immediately upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, or wellhead Receipt Point(s).

Maximum Daily Transportation Quantity (MDTQ). The maximum daily quantity of gas expressed in dekatherms which the Company agrees to transport to the Shipper as set forth on an Exhibit to the Interruptible Service Agreement.

Month. The period beginning at 8:00 a.m. Mountain Standard Time on any day of a calendar month and ending at 8:00 a.m. Mountain Standard Time on the same day of the succeeding calendar month, or such other consecutive monthly period designated by the Company.

Nominations. The Quantity of gas supplies requested to be transported on the Company's system for a specific day. Nominations are to be adjusted to include Fuel Reimbursement and shall be made on a dekatherm basis.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

DEFINITION OF TERMS – CONTINUED

Peak Day Quantity (PDQ). The maximum daily quantity of gas, expressed in dekatherms which the Company agrees to deliver for the Shipper at each delivery point as set forth on an Exhibit to the Firm Gas Transportation Service Agreement. The Peak Day Quantity shall be established at a level intended to represent no less than the Receiving Party's actual daily usage at each Delivery Point.

Primary Receipt Point(s). Receipt Point(s) specified in the Firm Gas Transportation Service Agreement as Primary Receipt Point(s) where the Receiving Party is entitled to firm service on the Company's system. Primary Receipt Point(s) will be identified in an Exhibit to the Service Agreement.

Receipt Point(s). The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives gas for the account of the Shipper for transportation on the Company's system, as specified on an Exhibit to the Service Agreement.

Receiving Party(s). The party or parties that receive gas from the Company at the Delivery Point(s) as specified in an Exhibit to the Service Agreement.

Request for Gas Transportation Service. A written request for transportation service submitted by any prospective Shipper as provided in these Gas Transportation Rules and Regulations.

Restricted Delivery Day. A Day when deliveries of transported gas supplies to the Shipper are limited to the Nomination, or the quantity allocated by the Interconnecting Party(s), whichever is lower for the particular Day. Any consumption by the Receiving Party(s) under a Service Agreement exceeding that quantity will be sold to the Shipper at the appropriate Backup Supply Sales Charge up to that quantity permitted under the Service Agreement or, if above those quantities, at the Unauthorized Overrun Supply Penalty Charge.

Secondary Receipt Point(s). Receipt Point(s) which are not specified in the Firm Transportation Service Agreement as Primary Receipt Point(s). Subject to prior approval of the Company, the Shipper may request, pending approval by the Company, to shift firm capacity from Primary Receipt Point(s) to Secondary Receipt Point(s) for the period of time designated by the Company. The Shipper forfeits the equal amount of capacity at the Primary Receipt Point that was shifted from the Primary Receipt Point to the Secondary Receipt Point(s) for the period of time designated by the Company.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

DEFINITION OF TERMS – CONTINUED

Shipper. Any party who has executed a Service Agreement with Company. The Shipper may or may not be the Receiving Party.

Supply Curtailment. The discontinuance of transportation or Backup Supply Sales Service as a result of the inability of the Company to provide such service due to non-receipt of the Shipper's Gas or the lack of availability of the Company's gas supply, respectively. The phrase "Supply Curtailment" shall have the same meaning as "Curtailment."

System. The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by the Company and utilized in providing transportation service.

Year. A period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning at 8:00 a.m. Mountain Standard Time on any given day, or such other consecutive 365 days or consecutive 366 days if such period includes February 29 designated by the Company.

CONDITIONS OF GAS TRANSPORTATION SERVICE

Pressure at Delivery Point(s). Unless otherwise agreed upon, the Company shall cause the gas to be delivered at each Delivery Point at such pressures as may prevail from time to time in the Company's System.

Pressure at Receipt Point(s). The Shipper shall deliver or cause gas to be delivered at each Receipt Point at a pressure sufficient to allow the gas to enter the Company's System. The Shipper shall not, except by mutual written agreement, be required or permitted to deliver the gas at any Receipt Point at a pressure in excess of the maximum allowable operating pressure of the Company's System as established by the Company.

Prior to commencement of service hereunder, the Shipper shall have completed a Request for Gas Transportation Service and shall have executed a Service Agreement.

Requests for Transportation Service.

- a) The Shipper shall submit to the Company a fully completed Request for Gas Transportation Service. The request will either be approved or denied by the Company within thirty (30) days of the receipt thereof. If the Company provides notice that additional facilities are required as a condition for approval, the Company will specifically set forth the estimated cost of said facilities and any additional charges.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

CONDITIONS OF GAS TRANSPORTATION SERVICE – CONTINUED

Requests for Transportation Service – Continued

- b) The written notice of approval shall also set forth the cost, if any, of conversion from sales service. If denied, written notification will be provided to the Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the Request for Gas Transportation Service acceptable.
- c) All requests for Transportation Service shall be submitted in writing to the Company in the form included in these Gas Transportation Rules and Regulations or a facsimile thereof.
- d) The Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Requests shall be considered received only if the information specified in the Request for Transportation Service is provided.

Gas Transportation Service Agreement (Service Agreement). Upon Company approval of Request for Gas Transportation, the Company shall tender the Shipper a Service Agreement in accordance with this gas transportation tariff. Any changes to the Service Agreement shall be accomplished through an amendment executed by both the Shipper and the Company.

Initiation of Service. Within thirty (30) days of the Shipper's receipt of an executable Service Agreement from the Company, Shipper shall execute and deliver to the Company such Service Agreement. A Shipper entitled to receive transportation service under an interruptible transportation rate schedule must tender gas for transportation within thirty (30) days after receipt of any necessary regulatory approvals, installation of facilities by the Company, or the execution date of the Service Agreement, whichever is later. If the Company has not received an executed Service Agreement within the required time or initial quantities have not been tendered within the required time, the Company shall have the right to terminate the Service Agreement.

New or Additional Facilities. The Shipper agrees to pay the Company for any new or additional facilities which may be required to accomplish transportation service hereunder. If such new or additional facilities are required at any time during the term of this Service Agreement, the Company shall inform the Shipper of the need for such facilities, the installation cost and any related monthly specific facility charges or other miscellaneous charges associated with said facilities. Such charges will be specified on an Exhibit to the Service Agreement. The Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities. Should the Shipper decide not to approve the installation of said new or additional facilities, the Company shall have the right to terminate the Service Agreement.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

CONDITIONS OF GAS TRANSPORTATION SERVICE – CONTINUED

New or Additional Facilities. – Continued

If the Shipper approves installation of such facilities, the Shipper shall make full payment for such additional facilities, unless otherwise provided full payment for such additional facilities, unless otherwise provided in the Service Agreement, including the income tax consequences associated with such payment. All facilities installed by the Company shall continue to be owned, operated, and maintained by the Company.

SHIPPER’S RESPONSIBILITY

The Shipper is responsible for obtaining the Shipper’s Gas, nominating receipts and deliveries, managing Imbalances and payment of all costs of such gas from sources other than the Company, and for the transportation of such gas to the Company’s Receipt Point(s) from the Interconnecting Party(s). The Shipper’s Gas received by the Company for transportation for the Shipper or Receiving Party shall meet all quality specifications as specified in the Gas Quality section included in this tariff.

The Company shall not be required to perform transportation service if the Shipper fails to comply with the terms of its Service Agreement, the applicable Rate Schedule or these Gas Transportation Rules and Regulations.

NOMINATIONS

- a) Customers are required to nominate daily. All nominations must be provided via the Company’s internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and must include the volumes to be transported by receipt point(s) and by delivery point(s). All nominations for the Timely and Evening cycles for next day gas flow are due as set forth in the table below. All times listed below are Central Clock Time (CCT).

Timely	Timely Day-Ahead Nomination Deadline	1:00 PM
Evening	Evening Day-Ahead Nomination Deadline	6:00 PM



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

NOMINATIONS – CONTINUED

Customers requesting same day gas flow are subject to the intraday nomination cycles set forth below, and such requests will be accepted by the Company on a best-effort basis. In addition, intraday natural gas nominations that have priority over other classes of service can displace or “bump” that flowing or scheduled service, except as set forth below. All times listed below are CCT.

Intraday 1	ID 1 Nomination Deadline	10:00 AM
	Start of Gas Flow	2:00 PM
	Bump Rights	Interruptible is bumpable
Intraday 2	ID 2 Nomination Deadline	2:30 PM
	Start of Gas Flow	6:00 PM
	Bump Rights	Interruptible is bumpable
Intraday 3	ID 3 Nomination Deadline	7:00 PM
	Start of Gas Flow	10:00 PM
	Bump Rights	no bump

In the case of interruptible transportation, these quantities shall not exceed the Shipper’s Maximum Daily Transportation Quantity. These Nominations shall include Receipt Point(s) deliveries to the Company from the Interconnecting Party(s) and an allocation of Receipt Point quantities requested for delivery to each Receiving Party. On any Restricted Delivery Day, the Company will deliver those quantities nominated or the amount allocated by the Interconnecting Party(s), whichever is lower.

- b) Daily nominations will be scheduled in the following order: 1) Firm Transportation Service at Primary Receipt Point(s); 2) Firm Transportation Service at Secondary Receipt Point(s); 3) Interruptible Transportation Service at Category One and Category Two Receipt Point(s); 4) Authorized Ovrerrun Deliveries for Firm and Interruptible Transportation Service Agreements; and 5) Imbalance Resolution Gas. Nominations are subject to the approval of the Company.
- c) The Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made in writing no less than fifteen (15) Business Days prior to the beginning of the month in which the change will be effective. The Transporter shall grant such changes if the direction of the gas flow is unchanged, capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Receipt Point. In no event shall the Shipper be entitled to more Transportation Service than is provided for under the Service Agreement.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

NOMINATIONS – CONTINUED

- d) Nominations for service at Secondary Receipt Point(s) shall be made in accordance with the Company's Nomination Procedures and shall identify reserved capacity being shifted from Primary Receipt Point(s). In the event the Company is unable to confirm a Secondary Receipt Point nomination on a firm basis, the Company may offer the Shipper the Secondary Receipt Point capacity on an interruptible basis, but with no rate reduction. In no event shall the Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- e) All nominated quantities will be expressed in dekatherms per day; and shall include Fuel Reimbursement.
- f) The Shipper and Company will designate in writing their authorized personnel and alternates and their respective telephone numbers to make and accept Nominations, including any future changes of such designation.
- g) The Shipper shall provide the Company separate Nominations for the purpose of scheduling Imbalance Resolution Gas. Imbalance Resolution Gas shall be the first gas interrupted by the Company in the event of a Capacity Interruption.
- h) Failure of the Shipper to provide daily Nominations to the Company may result in gas being sold to the Shipper, if available, at the appropriate Backup Supply Sales Charge in addition to any other applicable charges.
- i) The Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by the Shipper are correct.
- j) In the event the Company determines that an emergency or other circumstances exist, the Company may modify Nomination procedures.
- k) Nominations will be accepted by the Company in writing or by means of Company's Electronic Bulletin Board. In the event that the Electronic Bulletin Board is unavailable for use, then Nominations will be tendered in writing to the Company.
- l) The Shipper shall be responsible for verifying the availability of supplies from the Interconnecting Party(s) prior to gas flow, and notifying the Interconnecting Party(s) to make corresponding confirmations of supply to the Company.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

NOMINATIONS – CONTINUED

Any discrepancy in Nominations that cannot be resolved shall result in the Shipper receiving the lesser of these two quantities: The Shipper's Nominations to the Company or Interconnecting Party's confirmation.

The Company shall have the right to require Nomination changes, to ensure that receipts and deliveries match. When a Shipper receives notification of such change in the Nomination, the Shipper shall be responsible for informing the Interconnecting Party(s) of the change. If the Interconnecting Party(s) does not confirm the Nomination change, further transportation may be curtailed until such confirmation is obtained or another Nomination is confirmed.

Nomination Changes By Company. If, on any day, the Company determines that there is an under-delivery or over-delivery of natural gas into the Company's System from an Interconnecting Party(s), the Company shall have the right to make adjustments to the Shipper's Nominations to more accurately reflect actual deliveries of supply into the Company's System.

ALLOCATIONS

Unless otherwise agreed, allocations at the Company's Receipt Point(s), less Fuel Reimbursement, will be based on the lower of the three: (i) Nominations to the Company or (ii) confirmed Nominations or (iii) Allocations provided by the Interconnecting Party(s). The difference between Allocations, less Fuel Reimbursement at the Receipt Point(s) and daily measurement determinations at the Delivery Point(s) will be considered the Imbalance. Delivery Point Allocations and Imbalances will be determined by the Company on a daily basis or as otherwise specified. Imbalance Resolution Gas shall be deemed last through the meter in determining the amount of a Shipper's Imbalance.

DETERMINATION OF QUANTITIES TRANSPORTED

Quantity determinations shall be done in accordance with the Company's Rules and Regulations for Natural Gas Service, and quantities will be apportioned in gas Day increments. Determinations may be adjusted by Supply Curtailments or other restrictions. Quantities consumed in excess of confirmed Nominations or allocations during any restricted period will be sold to the Shipper at the appropriate Backup Supply Sales Charge up to that quantity permitted under the Service Agreement or, if above those quantities, at the Unauthorized Overrun Supply Penalty Charge.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

DETERMINATION OF QUANTITIES TRANSPORTED – CONTINUED

Sales quantities consumed during any such restricted period shall not be made up through Imbalance provisions. The Shipper agrees to accept the accounting by the Company of daily quantities of the Shipper's Gas received by the Company.

IMBALANCE PROVISION

The Shipper shall make every effort to manage daily receipts of the Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) under the five (5) Dth quantity limitation carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement.

If, at the end of any month, the imbalance is in excess of twenty-five percent (25%), the imbalance will be cashed out effective on the last day of such month to zero percent (0%) when the Shipper is billed by the Company for the Month in which the imbalance occurred. Shippers exceeding the twenty-five percent (25%) imbalance threshold are prohibited from decreasing the amount of the imbalance by swapping imbalances, or nominated imbalance payback gas during the succeeding month.

Imbalances which are twenty-five percent (25%) or less at the end of any month shall be brought to zero percent (0%) of actual usage within the subsequent billing period. If at the end of the subsequent billing period, the Imbalance is greater than zero percent (0%), then the Shipper shall be subject to the Over- and Under-Delivery provision of this tariff and the Imbalance shall be brought to zero percent (0%).

The Company may enter into separate Imbalance Agreements with the Shipper that take into consideration special unique circumstances.

Imbalance Trading. A Shipper may trade or "swap" Imbalance Gas between its own Service Agreements as well as with another Shipper to eliminate or reduce its own Imbalances or the Imbalances of both Shippers. Any "swap" of Imbalance shall not cause the Company to receive less value than the Company would have received had the "swap" not occurred. Any Imbalance "swap" shall be subject to the following conditions:

- a) Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the Imbalance "swap" among themselves.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

IMBALANCE PROVISION – CONTINUED

Imbalance Trading – Continued

- b) Shippers may post notice of Imbalances available for “swap” on the Company’s Electronic Bulletin Board.
- c) Shippers may request the Company, in writing, to post notice of Imbalances available for “swap” on the Company’s Electronic Bulletin Board for the Shipper.
- d) Only “swaps” which have the effect of reducing individual Agreement Imbalance shall be permitted.
- e) The Shipper must notify the Company in writing of the material terms of the “swap” arrangement. The Shipper’s written notice will be deemed to be the Shipper’s direction to the Company to make the Imbalance “swap” on the Shipper’s account.
- f) Written notice from each of the involved Shippers must be received by the Company no later than the third (3rd) Business Day following the Month the Imbalance was to be resolved.
- g) The “swapping” of Imbalances will be subject to the Company’s approval based upon operational considerations. The Company will approve or disapprove “swap” requests within three (3) Business Days.

The Company shall not be responsible for any liabilities incurred by a Shipper as a result of the Company performing a “swap” arrangement in accordance with the written notice of the involved Shippers. Any change of fact, including but not limited to retroactive adjustments, which affect the beginning Imbalance shall not rescind or otherwise modify any “swap” arrangement Shipper(s) have requested the Company to perform.

Operational Imbalances. At no time shall the Company be required to receive quantities at the Receipt Point(s) for the Shipper’s account in excess of the quantities the Shipper or the Shipper’s designee will accept at the Delivery Point(s) on a concurrent basis. At no time shall the Company be required to deliver quantities at the Delivery Point(s) for the Shipper’s account in excess of the quantities the Shipper causes to be received by the Company at the Receipt Point(s) on a concurrent basis, less adjustments for fuel gas and Backup Supply Sales Service gas to be provided to the Shipper.

The Shipper shall cause gas to be delivered to the Company by the Interconnecting Party(s) at a constant rate throughout the day equal to an hourly flow rate of 1/24th of daily Nomination. If gas is delivered to the Company by the Interconnecting Party(s) at an inconsistent rate and the Company’s operations are negatively affected, the Company shall have authority to restrict the Shipper’s quantities or adjust the Receiving Party’s Nomination to an amount equal to the delivered rate by the Interconnecting Party(s).



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

IMBALANCE PROVISION – CONTINUED

Imbalance Report. The Company shall formally notify the Shipper of imbalance, by way of imbalance statement, by the fifteenth (15) day of the succeeding month after the month that the imbalance occurred. If a Shipper disagrees with the Company's imbalance statement, stating reasons therefor, the Shipper will notify the Company as soon as practicable. In no event shall the Shipper notify the Company later than fifteen (15) days after receipt of the Company's imbalance statement. However, such notice disputing accuracy of the statement shall not be sufficient reason for delaying correction of the imbalance or withholding payment pursuant to cash-out provisions. If the statement is found not to be accurate, the Company will adjust the imbalance and the amount of over-or under-payment on the next bill or statement.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

OVER-DELIVERIES OF SHIPPER'S GAS SUPPLIES

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the Company at the Delivery Point(s) is less than the quantity allocated by the Interconnecting Party(s), adjusted for Fuel Reimbursement at the end of the subsequent billing period, by more than five percent (5%), including any imbalance from the prior monthly billing period(s), then the Company will correct the Imbalance to zero percent (0%) of the Shipper's prior month deliveries by purchasing from the Shipper the difference between the Receiving Party(s)' deliveries and the quantity allocated by the Interconnecting Party(s) adjusted for Fuel Reimbursement. These purchases shall be made at a rate equal to seventy-five percent (75%) of the lesser of the CIG Rocky Mountain spot gas price index, the Panhandle Eastern Pipeline Company spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the first monthly issue of Inside F E R C's Gas Market Report published by McGraw-Hill, or the weighted average commodity cost of gas as calculated by the Company for the Month in which the Imbalance was created. These purchases shall be applied as a credit on the Shipper's succeeding monthly statement. These purchases shall not be made by the Company if the imbalance quantities aggregated for each exhibit under the Service Agreement are five (5) Dth or less.

UNDER-DELIVERIES OF SHIPPER'S GAS SUPPLIES

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the Company at the Delivery Point(s) is greater than the quantity allocated by the Interconnecting Party(s), adjusted for Fuel Reimbursement at the end of the subsequent monthly billing period, then the Company shall correct the Imbalance to zero percent (0%) of the Shipper's prior month deliveries by selling to the Shipper, the difference between a) Receiving Party(s)' deliveries and b) the quantity allocated by the Interconnecting Party(s) adjusted for Fuel Reimbursement. The rate and terms for such sales shall be a rate equal to one hundred twenty-five percent (125%) of the greater of the CIG Rocky Mountain spot gas price index, the Panhandle Eastern Pipeline Company spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines" in the first monthly issue of Inside FERC's Gas Market Report published by McGraw Hill or the weighted average commodity cost of gas as calculated by the Company for the month in which the Imbalance was created, plus the maximum rate for interruptible transportation service under Rate Schedule TI-1 of Colorado Interstate Gas Company's then-effective FERC gas tariff plus all applicable surcharges.

These sales shall not be made by the Company if the imbalance quantities aggregated for each exhibit under the Service Agreement are five (5) Dth or less.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

BALANCING UPON TERMINATION

Upon termination or cancellation of the Service Agreement, if transportation service is not continued under another Service Agreement, any under-deliveries shall be eliminated at the earliest practicable date, not to exceed thirty (30) days following such termination or cancellation. If at the end of the thirty (30) day period an under-delivery exists, then, as appropriate, the Company shall sell to the Shipper such quantities which are due the Shipper and the Shipper shall purchase from the Company such quantities in accordance with the terms and conditions of the under-deliveries of the Shipper's Gas Supplies section of this tariff. If the Imbalance is caused by an over-delivery of the Shipper's Gas then the Company shall eliminate any over-deliveries by purchasing any quantities which are due the Shipper at the next billing cycle in accordance with the Rules and Regulations of over-deliveries of the Shipper's Gas Supplies section of this tariff.

If the Service Agreement is terminated and service continues under another Service Agreement, the Imbalance, may, upon the Shipper's request, be transferred to the new Service Agreement, and the Imbalance Provisions shall apply.

IMBALANCES DUE TO MEASUREMENT OR NOMINATION ENTRY ERROR

If any inaccuracy occurs as a result of an error in measurement devices, billing errors or errors in the entry of nominations by the Company, the Company will correct measurement, billing statements or nomination entries and will allow the Shipper an amount of time equal to the period in which it is determined the measurement device was malfunctioning or the billing statement or nomination entries were incorrectly entered by the Company for the Shipper to correct the Imbalance. In no event shall this period be longer than six (6) months for the Shipper to correct the Imbalance. After such period, any Imbalance will be subject to the Imbalance Provisions of this tariff.

FAILURE OF SHIPPER'S SUPPLY

Should the Shipper fail to cause the Shipper's Gas to be supplied to the Company for transportation, the Shipper will immediately notify the Company of this condition. If the Shipper has not contracted for Firm Supply Reservation Service, then, upon request, the Company will inform the Shipper if Backup Supply Sales Service is available from the Company. If the Company informs the Shipper that said Backup Supply Sales Service is not available, continued use of gas by Receiving Party shall be considered Unauthorized Overrun Penalty Service.

SUPPLY CURTAILMENTS

The Company will, within a reasonable time, confirm with the Interconnecting Party(s) an Interconnecting Party(s)'s Supply Curtailment of a Shipper's Gas supplies. If a Shipper's Gas supplies are curtailed, the Company will accept, until 10:00 a.m. CCT the morning of such gas Day, revised Nominations that conform with the receipt quantities confirmed by the curtailed Interconnecting Party(s).



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

SUPPLY CURTAILMENTS – CONTINUED

The Company will also allow resourcing of curtailed quantities from existing or new Receipt Point(s), provided the revised Nomination is submitted no later than 10:00 a.m. CCT the morning of such gas Day. The Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to the Company no later than 12:30 p.m. CCT of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before 12:30 p.m. CCT shall be deemed denied. In no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day.

In the event of an emergency, the Company will accept, for one (1) hour, revised Nominations that conform with the receipt quantities received by the Company from the curtailed Interconnecting Party(s).

RESTRICTED DELIVERY DAY

In the event of a Restricted Delivery Day, the Company will attempt to post notice on its Electronic Bulletin Board by 4:00 p.m. the day prior to the implementation of the Restricted Delivery Day. At that time the Company will accept, until 10:00 a.m. CCT the morning of such gas Day, revised Nominations.

The Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to the Company no later than 12:30 p.m. CCT of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before 12:30 p.m. CCT shall be deemed denied. In no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day. In the event of an emergency, the Company may at any time call a Restricted Delivery Day, and will post notice on its Electronic Bulletin Board one (1) hour prior to the onset of the Restricted Delivery Day, and will not accept revised Nominations.

CAPACITY INTERRUPTIONS

The Company shall have the right to interrupt the transportation of gas for the Shipper, when necessary, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of the Company's System, or otherwise related to the operation thereof. Except in cases of emergency, the Company shall endeavor to give advance notice to the Shipper of its intention to interrupt the transportation of gas, stating the anticipated timing and magnitude of such Capacity Interruption. Except as set forth above, the Company shall have no other responsibilities to the Shipper for any alterations or repairs and shall have no liability for any losses or damages whatsoever occasioned by such alterations or repairs.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

PRIORITY OF SERVICE

Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. The Capacity Interruption of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by the Shipper or Receiving Party.

Specific interruption of transportation service shall be made in the following order:

- a) Authorized Imbalance Resolution Gas under Firm and Interruptible Transportation Service Agreements prorated based on confirmed Nominations for each Shipper;
- b) Authorized overrun deliveries in excess of the Peak Day Quantity under Firm Transportation Service Agreements and the Maximum Daily Transportation Quantity under Interruptible Transportation Service Agreements prorated based on confirmed Nominations.
- c) All other Interruptible Transportation Service at a discounted rate by order of the rate being paid by the Shipper for the transportation service from lowest to highest. If two or more Shippers are paying the same discounted rate then the Capacity Interruption shall be prorated based upon confirmed Nominations.
- d) All Interruptible Transportation service at the standard rate prorated on the basis of confirmed Nominations;
- e) All Firm Transportation Service in accordance with the same system of class-by-class priorities as is applicable to the Company's sales customers.
- f) Nothing in this provision shall limit the Company's right to interrupt service as necessary in order to ensure system integrity or to reflect the operational characteristics of the Company's System.

NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided in the Service Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed to the address listed in the Service Agreement, or such other address as either of the parties shall designate in writing.

BILLING AND PAYMENT

Statements for transportation of the Shipper's Gas under the appropriate transportation tariff shall be rendered on a Dekatherm basis by the Company to the Shipper each Month following delivery. Any credits for purchases of oversupply of the Shipper's Gas or charges for gas supplies sold by the Company to the Shipper shall be reflected on each monthly statement.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

BILLING AND PAYMENT – CONTINUED

Payment. Bills for serviced provided shall be for a monthly period beginning on the first day of the month and are due and payable within ten (10) days from the date of the bill.

Failure to Pay Bills. If the Shipper fails to pay for the services provided under this tariff, then the Company may discontinue service as provided in the applicable tariff and in accordance with Company's Natural Gas Service Rules and Regulations.

Verification of Statements. The Shipper and Company shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under the provisions of this tariff.

Deposits for Gas Transportation Service. A deposit shall be required for any first-time Shipper requesting gas transportation service. Any Shipper who has not received sales or transportation service from Company for at least twenty-four (24) months within the last three (3) years is considered a first-time Shipper. A deposit may also be required from existing Shippers if the Company reasonably determines that the Shipper's financial statements, commercial credit reports from a credit reporting agency, or other information relating to the Shipper's financial status or if the Shipper's recent payment records include recent or substantial delinquencies. The deposit shall be the sum of the estimated bill for ninety (90) days. Deposits will be increased for first-time Shippers each time an additional Receiving Party(s) is added to the Service Agreement within the initial one (1) year period.

Shipper deposits for gas transportation accounts will be retained by the Company for a minimum period of one (1) year or until service is discontinued if sooner than one (1) year.

Any Shipper deposit required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another Shipper. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued.

A surety bond or irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a one (1) year period or at the discretion of the Company. A credit report from a commercial credit reporting agency may also be accepted in lieu of a deposit.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

BILLING AND PAYMENT – CONTINUED

Refunds of Deposits for Gas Transportation Service. Refunds of deposits for gas transportation service will be made following the one (1) year retention period in which the Shipper's most recent twelve (12) months' history indicates that service has not been discontinued for nonpayment and not more than two (2) Notices of Discontinuance have been mailed within the last six (6) months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Simple interest on such deposits at the Commission Authorized Interest Rate will be calculated for the period elapsed from the date of deposit to the date the deposit is refunded, provided that such period is not less than six months, and provided further that such deposits will not draw interest after the date the deposit is returned. Interest will be paid annually, upon refund of the deposits or when the accrued interest equals or exceeds \$10.00. Interest will be paid on Shipper deposits either by check or by a credit to the Shipper's account.

QUALITY

Gas Receipts. Unless otherwise specified by Company, gas tendered to Company will conform with the quality specifications set forth under this tariff and associated Transportation Service Agreement executed between the Shipper and Company. The Company has no obligation to accept gas of a lesser quality than that which is to be delivered.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

QUALITY – CONTINUED

Odorization. The Company odorizes its natural gas only to meet requirements of the Department of Transportation, as stated in the Transportation of Natural and Other Gas by Pipeline, Minimum Safety Standards, 49 C.F.R. Section 192.625. The Company assumes no responsibility for odorization of the natural gas after its delivery to the Shipper or for the Shipper's account, and the Shipper or the Shipper's Receiving Party(s) shall not rely on the Company's odorization of the natural gas to meet any requirement or obligation of the Shipper or the Shipper's Receiving Party(s) with respect to the odorization of natural gas.

Liability. The Company shall not be liable to the Shipper or a third party for any damages incurred as a result of the Company's refusal to receive gas that does not meet quality specifications. The Shipper delivering gas directly into the Company's System shall indemnify, save, and hold harmless the Company for any injury, damage, loss or liability arising out of or relating to the Shipper's delivery of non-conformance gas.

Processing. The Company may extract or permit the extraction of moisture, inerts, natural gasoline, butane, propane, or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. The Company, in order to conserve and utilize other available gases, may blend such gases with said natural gas. The Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning, or other processes to such an extent as may be required in transportation of the gas from the Interconnecting Party(s) to the Delivery Point(s).

Objectionable Matter. The gas delivered to the Company shall be commercial in quality and free of substances harmful to pipeline facilities, including but not limited to dust, dirt, gum-forming constituents, water, and other liquid or solid matter, or water and hydrocarbons in liquid form at the temperature and pressure at which it is received by the Company, which might interfere with marketability of the gas or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of the Company.

Hazardous Substances. All gas tendered to the Company and component parts thereof shall not be hazardous to people, property, or the environment, cause damage to pipeline facilities, or be a limit to marketability. Hazardous substances include toxic substances, carcinogenic substances, reproductive toxins or other compounds and materials identified under hazardous materials laws.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

QUALITY – CONTINUED

Gas interchangeability. For safe and efficient pipeline operations, gas received by Company must be interchangeable from a utilization basis with supplies in the Company's System. Gas received by the Company shall comply with the requirements set forth under the applicable Utilization Curve contained under an Exhibit to the Transportation Service Agreement, which is a general representation of the natural gas quality which is acceptable. Because the gas composition must be known to determine if a supply is interchangeable, the Company reserves the right in all instances to evaluate gas composition to determine System compatibility and to refuse any gas which is unacceptable.

FORCE MAJEURE

Force Majeure shall mean circumstances not within the control of the parties and which by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include: the inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right-of-way grants, transportation agreements with parties other than the Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

The Force Majeure provisions shall not apply to the inability of the Company to accept gas at the Receipt Point(s) or deliver gas at the Delivery Point(s) nominated by the Shipper for the purpose of correcting or curing an Imbalance in the Shipper's Gas transported on the Company's System.

In the event either party is rendered wholly or partially unable to carry out its obligations under this Service Agreement due to a Force Majeure event, such party shall give notice and provide the full particulars of such Force Majeure, in writing or by electronic data transmitted to the other party as soon as is reasonably possible after the occurrence of the causes relied on. The obligations of the parties, other than to make payments of amounts due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected party shall use good faith and due diligence to remedy the Force Majeure event in a commercially reasonable manner.



RULES AND REGULATIONS

GAS TRANSPORTATION SERVICE - CONTINUED

FORCE MAJEURE – CONTINUED

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

LIABILITY

Each party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between the Company's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents. In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

WARRANTY

The Shipper warrants that the title to all gas delivered to the Company will be free from all liens and adverse claims, and the Shipper shall defend and indemnify the Company against all damages, cost, and expenses, including attorney fees, arising from any claim against said gas or to royalties, taxes, license fees or charge thereon.

WAIVERS

No waiver by the Company or Shipper of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

SYSTEM OPERATION

The Company may take such action as reasonably necessary to prevent damage to or material deterioration of the Company's System and to maintain the operational integrity of the System.

EXTENSION POLICY

For transportation service, the Company will install necessary extension facilities in accordance with the Company's Service Connection and Main Extension Policy as contained in the Company's Natural Gas Service Rules and Regulations.



**STANDARD FORM OF REQUEST FOR
GAS TRANSPORTATION SERVICE**

SHIPPING INFO.	Date: _____ Shipper: * _____ Mailing & _____ Notice Address: Atten: _____ Billing Address: Atten: _____ Contact Name: _____ State of Incorporation: _____ Phone #: _____ Fax#: _____ Tax ID#: _____ Emergency Contacts: (For gas flow and other communication. Three preferred.) During business hours call: 1 _____ Phone 1 _____ 2 _____ 2 _____ 3 _____ 3 _____ After business hours call 1 _____ 1 _____ 2 _____ 2 _____ 3 _____ 3 _____ Type of Company: LDC Interstate Pipeline Receiving Marketer/Supplier Intrastate Pipeline Other																																																
	<p style="font-size: small;"><i>*If Shipper is different from Receiving Party, then Shipper must include written Authorization from Receiving Party to act on behalf of Receiving Party.</i></p> Receiving Party: * _____ Mailing Address: _____ Contact Name: _____ Phone #: _____ Fax # _____ Receiving Party Customer Type <u>Existing (circle one):</u> <u>Requested (circle one):</u> Interruptible Sales Interruptible Transport Firm Transport Capacity Only Firm Sales Firm Transport Other Firm Transport Capacity & Supply																																																
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STANDARD FORM OF REQUEST FOR GAS TRANSPORTATION SERVICE																												
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NOM AGENT	Nominating Agent:* _____ Mailing Address: _____ Contact Name: _____ Phone Number: _____ Fax Number: _____ * Receives Quantity Determination Detail Reports.																											
BILLING AGENT	Billing Agent:* _____ Mailing Address: _____ Contact Name: _____ Phone Number: _____ Fax Number: _____																											
APPROVAL	Submitted By: _____ Name: _____ Title: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">Company Use Only</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">Approved: _____</td> <td style="width: 50%;">Gas Transportation Reg: _____</td> </tr> <tr> <td>Name: _____</td> <td>Region/Division: _____</td> </tr> <tr> <td>Title: _____</td> <td>Sales Rep: _____</td> </tr> <tr> <td>Date: _____</td> <td> </td> </tr> </tbody> </table>	Company Use Only		Approved: _____	Gas Transportation Reg: _____	Name: _____	Region/Division: _____	Title: _____	Sales Rep: _____	Date: _____																		
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Document _____

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT (Agreement) made and entered into as of this ____ day of _____ 20____, by and between Cheyenne Light, Fuel & Power Company (Company), d/b/a Black Hills Energy, a Wyoming corporation, having a mailing address of 1301 W. 24th Street, Cheyenne, Wyoming, 82001, and _____, a _____ corporation or a LLC Company, having a mailing address of _____. Company and Shipper are collectively referred to as the "Parties."

THE PARTIES REPRESENT:

Shipper has by separate agreement acquired supplies of natural gas, hereinafter referred to as "Shipper's Gas";

Shipper has made the necessary arrangements and/or has entered into separate agreements to cause Shipper's Gas to be delivered to Company's Receipt Point(s) as specified in Exhibit(s) _____;

Shipper has requested and Company agrees to receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in Exhibit(s) A, on a firm capacity basis and, if applicable, to sell gas to a Shipper on a firm supply reservation basis; and

Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering for the facility(s) specified in Exhibit(s) A.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Shipper acknowledges and agrees that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff as on file and in effect from time to time with the Public Service Commission of the State of Wyoming (Commission) and such terms and conditions are incorporated herein as part of this Agreement.



FIRM GAS TRANSPORTATION SERVICE AGREEMENT – CONTINUED

2. Rates and Payment: Transportation service, Firm Capacity service and Firm Supply Reservation service provided by Company under this Service Agreement shall be paid for by Shipper at the charges under the standard rate set forth in Company's gas transportation tariff unless otherwise specified in Exhibit(s) A. Applicable facility charges shall be paid at the rate set forth in Company's Gas Transportation Tariff unless otherwise specified in Exhibit(s) A.
3. Back-up Supply Sales Service: In the event that adequate supplies of Shipper's Gas are not available for receipt by Company, Company may sell to Shipper sufficient quantity(s) of natural gas nominated by Shipper to meet Shipper's back-up natural gas supply needs, up to the Firm Supply Reservation Quantity for the Firm Supply Reservation Service (if any) as specified in Exhibit(s) A, but in no event greater at any Delivery Point than the Peak Day Quantity at such Delivery Point as specified in Exhibit(s) A. To the extent that the Shipper does not purchase Firm Supply Reservation Service or exceeds the Firm Supply Reservation Quantity, Company may provide Back-up Supply Sales Service on an interruptible basis, as available. Applicable charges shall be as set forth in Company's Gas Transportation Tariff.
4. Quality: Gas delivered by the Shipper or for the Shipper's account at the Receipt Point(s) as specified in Exhibit(s) A shall conform to the specifications for gas as specified in Exhibit(s) ____.
5. Term - Effective Date: Service under this Agreement shall commence effective _____, 20____, and shall continue in full force and effect until the later of the Service Termination Date(s) specified on Exhibit(s) A, and from year to year thereafter until terminated by either party upon thirty (30) days' prior written notice effective on the later of the Service Termination Date(s) specified on Exhibit(s) A or May 1 of any succeeding year.
6. Notices: Except as otherwise provided, any notice or information that either party may desire to give to the other regarding this Agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing.

COMPANY

Cheyenne Light, Fuel & Power Company
d/b/a Black Hills Energy
1301 West 24th Street
Cheyenne, WY 82001
T: 307-778-2136
FAX: 307-778-2191

SHIPPER



FIRM GAS TRANSPORTATION SERVICE AGREEMENT – CONTINUED

7. Assignment - Consent: This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party. Consent for assignment of Service Agreement shall not be unreasonably withheld by or from either party.

8. Cancellation of Prior Agreement: This Service Agreement supersedes, cancels and terminates, as of the date of this Service Agreement, the following agreements and any amendments thereto:

9. Cancellation of this Service Agreement: Shipper may cancel this Service Agreement upon thirty (30) days' written notice. If Receiving Party(s) then chooses to return to full firm natural gas service from Company, Company will, at Receiving Party's request, subject to availability of sufficient volumes of firm natural gas from Company's suppliers, reinstate Receiving Party(s) with full firm service under the appropriate tariffs as they may be filed with the Commission. Shipper shall be responsible for any costs, which may be incurred by Company due to such termination.

In the event Shipper no longer desires Firm Transportation Service and Receiving Party(s) obtains interruptible sales or transportation service or converts to an alternate fuel prior to the end of the Contract Period or any subsequent Contract Period, Shipper shall pay Company a termination charge equal to the Firm Capacity Reservation Charge and the Firm Supply Reservation Charge, if applicable, multiplied by the Receiving Party(s) Peak Day Quantity, and Firm Supply Reservation Quantity, as described on Exhibit(s), multiplied by the number of months remaining in any Contract Period.



FIRM GAS TRANSPORTATION SERVICE AGREEMENT – CONTINUED

10. Exhibit(s) and Addendums: All exhibits attached hereto are incorporated into the terms of this Agreement.

Document # _____

COMPANY

SHIPPER

CHEYENNE LIGHT, FUEL & POWER COMPANY
d/b/a BLACK HILLS ENERGY

By: _____

By: _____

Title: _____

Title: _____

Taxpayer I.D. No. 83-0110025

Taxpayer I.D. No. _____

Witness/Attest:

Witness/Attest:

By: _____

By: _____

Title: _____

Title: _____



**REQUEST FOR AMENDMENT/CHANGE NOTIFICATION
TO GAS TRANSPORTATION SERVICE AGREEMENT**

SHIPPING INFO.

Date: _____ Gas Transportation Contract Number: _____
 Shipper:* _____
 Mailing & _____
 Notice Address: Atten: _____
 Billing Address: Atten: _____
 Contact Name: _____ State of Incorporation: _____
 Phone #: _____ Fax#: _____
 Tax ID#: _____

Emergency Contacts: (For gas flow and other communication. Three preferred.)

During business hours call:	1 _____	Phone	1 _____
	2 _____		2 _____
	3 _____		3 _____
After business hours call	1 _____		1 _____
	2 _____		2 _____
	3 _____		3 _____

Type of Company: **LDC** **Interstate Pipeline** **Receiving**
 Marketer/Supplier **Intrastate Pipeline** **Other**

**If Shipper is different from Receiving Party, then Shipper must include written Authorization from Receiving Party to act on behalf of Receiving Party.*

RECEIVING PARTY INFO

What Change is Requested? _____
 Receiving Party:* _____
 Mailing Address: _____
 Contact Name: _____
 Phone #: _____ Fax # _____

Receiving Party Customer Type

Existing (circle one): Prior Contract #		Requested (circle one):	
Interruptible Sales	Interruptible Transport	Interruptible Transport	Firm Transport Capacity Only
Firm Sales	Firm Transport	Other	Firm Transp Capacity & Supply

**Attach list showing the above information for each Receiving Party.*

SERVICE INFO

INTERRUPTIBLE SERVICE Receiving Party* & Service Address	Annual	MTDQ
	Qty. (Dth)	On Peak Demand Qty
FIRM SERVICE Receiving Party* & Service Address	Annual	Firm Capacity
	Qty. (Dth)	Peak Day Qty

If more than two, attach list showing the above information for each

Total _____

FIRM SUPPLY RESERVATION PEAK QUANTITY _____



REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT																											
SVC INFO.	Anticipated Date of Service to Commence: _____ Anticipated Date of Service to Terminate: _____																										
TRANSPORTATION INFO	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 65%;">Transportation* Receipt Points</th> <th style="width: 15%;">Type**</th> <th style="width: 20%;">Receipt Point Quantity (Dth)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>_____</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">*If more than two, attach list showing the above information for each. **Type: If Firm: Primary (P); If Interruptible: Category 1 (C1)</p>			Transportation* Receipt Points	Type**	Receipt Point Quantity (Dth)																			TOTAL		_____
Transportation* Receipt Points	Type**	Receipt Point Quantity (Dth)																									
TOTAL		_____																									
NOM AGENT	Nominating Agent:* _____ Mailing Address: _____ Contact Name: _____ Phone Number: _____ Fax Number: _____ * Receives Quantity Determination Detail Reports.																										
BILLING AGENT	Billing Agent:* _____ Mailing Address: _____ Contact Name: _____ Phone Number: _____ Fax Number: _____																										
APPROVAL	Submitted By: _____ Name: _____ Title: _____ <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p style="text-align: center; font-weight: bold; font-size: small;">Company Use Only</p> <p style="text-align: center; font-weight: bold; font-size: small;">Approval of this Request Will Amend Shipper's Gas Transportation Agreement</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;"> Approved: _____ Name: _____ Title: _____ Date: _____ </td> <td style="width: 50%; padding: 2px;"> Gas Transportation Reg: _____ Region/Division: _____ Sales Rep: _____ </td> </tr> </table> </div>			Approved: _____ Name: _____ Title: _____ Date: _____	Gas Transportation Reg: _____ Region/Division: _____ Sales Rep: _____																						
Approved: _____ Name: _____ Title: _____ Date: _____	Gas Transportation Reg: _____ Region/Division: _____ Sales Rep: _____																										



Document # _____
Effective Date of Agreement: _____
Effective Date of Exhibit: _____

EXHIBIT "A"
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
_____ (Shipper)
AND
CHEYENNE LIGHT, FUEL AND POWER COMPANY (Company)
D/B/A BLACK HILLS ENERGY

1. PRIMARY RECEIPT POINT(S)

Receipt Point	Peak Day Quantity Dth/Day	Utilization Curve

2. FIRM CAPACITY SERVICE – DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	Firm Capacity Peak Day Quantity (Dth)	Service and Facility Charge	Spec. Fac. Chg.	Transportation Commodity Charge	Term of Rate	Date of First Delivery	Effective Date of Service	Termination Date of Service

3. FIRM SUPPLY RESERVATION SERVICE: _____



Document # _____
Effective Date of Agreement: _____
Effective Date of Exhibit: _____

Exhibit "B"

TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

GAS UTILIZATION CURVE

Cheyenne Light Fuel and Power Company d/b/a Black Hills Energy General Utilization Curve

The Utilization Curve is a general representation of the natural gas quality that is acceptable from a utilization standpoint. However, the gas composition must be known to determine if a supply is acceptable and can be interchanged with supplies in Company's system. Company reserves the right in all instances to evaluate gas composition to determine system compatibility and to refuse any gas that is unacceptable from a utilization basis.



Document _____

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT (Agreement) made and entered into as of _____ 20____, by and between Cheyenne Light, Fuel & Power Company (Company), d/b/a Black Hills Energy, a Wyoming corporation, having a mailing address of 1301 W 24th Street, Cheyenne, Wyoming, 82001, and _____, a _____ corporation or a LLC Company having a mailing address of _____. Company and Shipper are collectively referred to as the "Parties."

THE PARTIES REPRESENT:

Shipper has by separate agreement acquired supplies of natural gas, hereinafter referred to as "Shipper's Gas", to be delivered to Delivery Point (s);

Shipper will cause Shipper's Gas to be delivered to Company's Receipt Point(s) as specified in Exhibit(s) _____; and

Shipper has requested and Company agrees to receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in Exhibit(s) _____, on an interruptible basis as long as system capacity is available for transportation of such gas.

Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering for the facility(s) specified in Exhibit(s) _____.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Shipper acknowledges and agrees that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff on file and in effect from time to time with the Public Service Commission of the State of Wyoming (Commission), and such terms and conditions are incorporated herein as part of this Agreement.

2. Rates and Payment: Transportation service provided by Company under this Service Agreement shall be paid for by Shipper at the standard charges applicable under Rate TI set forth in Company's gas transportation tariff unless otherwise specified in Exhibit (s) _____. Applicable facility charges shall be paid at the rate set forth in Company's Gas Transportation Tariff unless otherwise specified in Exhibit(s) _____,



INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT - CONTINUED

3. Backup Supply Sales Service: Shippers have the option to nominate and purchase from Company Back-Up Supply Sales Service on an interruptible basis, to the extent such Back-Up Supply Sales Service is available, in the event that adequate supplies of Shipper's gas are not available for receipt by Company. Applicable charges shall be as set forth in Company's Gas Transportation Tariff.
4. Quality: Gas delivered by the Shipper or for the Shipper's account at the Receipt Point(s) as specified in Exhibit(s) ___ shall conform to the specifications for gas as specified in Exhibit(s) ____.
5. Term - Effective Date: Service under this Agreement shall commence effective _____, 20 and shall continue in full force and effect until the later of the Service Termination Date(s) specified on Exhibit(s) _____, and from year to year thereafter until terminated by either party upon thirty (30) days' prior written notice effective on the later of the Service Termination Date(s) specified on Exhibit(s) _____ or May 1 of any succeeding year.
6. Notices: Except as otherwise provided, any notice or information that either party may desire to give to the other regarding this Agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing.

COMPANY

SHIPPER

Cheyenne Light, Fuel & Power Company
d/b/a Black Hills Energy
1301 West 24th Street
Cheyenne, WY 82001
T: 307-778-2136
FAX: 307-778-2191

Routine communications, including monthly statements and payments, shall be considered as duly delivered or furnished three (3) days after being mailed or when transmitted electronically.



INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT - CONTINUED

7. Assignment - Consent: This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party. Consent for assignment of Service Agreement shall not be unreasonably withheld by or from either party.

8. Cancellation of Prior Agreement: This Service Agreement supersedes, cancels and terminates, as of the date of this Service Agreement, the following agreements and any amendments thereto:

9. Cancellation of this Service Agreement: Shipper may cancel this Service Agreement upon thirty (30) days' written notice. Shipper shall be responsible for any costs, which may be incurred by Company due to such termination.

10. Exhibit(s) and Addendums: All exhibits attached hereto are incorporated into the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interruptible Gas Transportation Service Agreement as of the day and year first written above.

Document #

COMPANY

SHIPPER

CHEYENNE LIGHT, FUEL & POWER COMPANY
d/b/a BLACK HILLS ENERGY

By: _____

By: _____

Title: _____

Title: _____

Taxpayer I.D. No. 83-0110025

Taxpayer I.D. No. _____

Witness/Attest:

Witness/Attest:

By: _____

By: _____

Title: _____

Title: _____



Document # _____

Effective Date of Agreement: _____

Effective Date of Exhibit: _____

Exhibit "A"
TO THE INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
BETWEEN
_____ (Shipper)
AND
CHEYENNE LIGHT, FUEL AND POWER COMPANY (Company)
D/B/A BLACK HILLS ENERGY

1. PRIMARY RECEIPT POINT(S)

Receipt Point	Maximum Daily Transportation Quantity Dth/Day	Utilization Curve

2. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	MDTQ (Dth)	On Peak Demand Qty. (Dth)	Service and Facility Charge	Transportation Commodity Charge	Term of Rate

Total Maximum Daily Transportation Quantity: _____ Dth/Day



Document # _____
Effective Date of Agreement: _____
Effective Date of Exhibit: _____

Exhibit "B"

TO THE INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

GAS UTILIZATION CURVE

Cheyenne Light Fuel and Power Company d/b/a Black Hills Energy General Utilization Curve

The Utilization Curve is a general representation of the natural gas quality that is acceptable from a utilization standpoint. However, the gas composition must be known to determine if a supply is acceptable and can be interchanged with supplies in Company's system. Company reserves the right in all instances to evaluate gas composition to determine system compatibility and to refuse any gas that is unacceptable from a utilization basis.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS

NATURAL GAS SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate, and maintain its natural gas systems in such manner as to furnish safe and reliable, natural gas service in accordance with the Rules of the Public Service Commission of Wyoming. (Commission).

1. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage and, excepting Interruptible Industrial Service and Interruptible Gas Transportation Service, interruption of same. However, the Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, storms, acts of God, floods, fires, strikes, riots, wars, authority and orders of government.
2. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas. The Company shall, except in emergencies, notify the Commission of all planned major service interruptions at least 48 hours in advance and make reasonable efforts to notify all affected customers at least two (2) business days in advance. Planned interruptions, as referenced in this paragraph, are non-emergency service interruptions affecting at least twenty-five (25) meters or customers, whichever is greater.
3. Interruptions of service, however, will not relieve the Customer from any charges for service actually supplied, nor will accidents to the Customer's equipment or machinery, or failure of the Customer's installation, not due to fault of the Company, relieve the Customer of payment of minimum charges under the applicable rate or contract.

METER TESTING AND ACCURACY

The Company tests and maintains the accuracy of its meters in accordance with American National Standards Institute standards and Rules prescribed by the Commission. The Company's Natural Gas Meter Testing Program has been filed with the Commission. Any equipment found to be inaccurate, improper or non-certified shall not be placed in service or will be removed from service.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

OTHER METER TESTS

The Company, at any time, may test any of its meters. Upon request of a Customer, the Company will test the accuracy of the service meter installed at the Customer's premises free of charge if said meter has not been tested within the 12-month period prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 2% plus or minus. If the meter has been tested in the past 12-month period, the Company shall notify the Customer of the cost to perform the test based upon the Non-Gratuitous Labor rate as described on the Schedule of Charges for Rendering Service. Upon receipt of payment, the Company shall notify the Customer of the time when the Company will conduct the test so the Customer or the Customer's representative may be present. The Company shall promptly notify the Customer of the test results. Should a meter be found to be non-compliant, the Company shall refund the payment the Customer advanced for the meter test.

If any meter so tested is found to be more than 2% fast, the Company will refund the Customer pursuant to W.S. § 37-2-218.

If any meter so tested is found to be more than 2% slow, Company may collect from Customer the difference between bills as rendered and corrected bills not to exceed one hundred eighty-three days prior to the date the adjustment is made, pursuant to W.S. § 37-2-222.

If any meter is found not to register for any period, the Company may collect for the natural gas used but not registered on the meter not to exceed one hundred eighty-three days, pursuant to W.S. § 37-2-222.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

BILLING

The Company will exercise all reasonable means to assure accurate computation of all bills for natural gas service. In the event errors occur, the Company shall refund to the Customer the amount of any overcharge having occurred therefrom and, likewise, shall have the right to collect from the Customer the amount of any undercharge, in accordance with W.S. § 37-2-218 and W.S. § 37-2-222.

GAS QUALITY

At a pressure of 14.73 psia and a temperature of 60°F, gas received by Company shall not contain more than the following:

- (i) Hydrogen Sulfide: one quarter (1/4) grain per one hundred (100) cubic feet.
- (ii) Total Sulfur: five (5) grains per one hundred (100) cubic feet.
- (iii) Carbon Dioxide: three percent (3%) by volume.
- (iv) Water Content: three (3) pounds per one million (1,000,000) cubic feet.
- (v) Flowing Gas Temperature: not to be less than thirty-two degrees Fahrenheit (32°F) or more than one hundred and ten degrees Fahrenheit (110°F).
- (vi) Hydrocarbon Dew point: shall not exceed fifteen degrees Fahrenheit (15°F) at any pressure between one hundred (100) psia and one thousand (100) psia as calculated from gas composition or otherwise determined.
- (vii) Oxygen Content: two percent (2%) by volume if inert blended, one thousandth percent (0.001%) by volume if not inert blended.
- (viii) Total non-combustible gases: fourteen and three tenths percent (14.3%) by volume if inert blended, five percent (5%) by volume if not inert blended.
- (ix) Heating Value: The Company shall maintain a minimum monthly average total heating value of the natural gas sold by the Company when tested under standard conditions as set forth above of not less than 950 Btu per cubic foot.

PRESSURE

The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable.

For service at low pressure, from standard distribution systems, the gas will be delivered at a pressure as close as practicable to four (4) ounces above the average local atmospheric pressure. Gas may be delivered at higher pressure where operating conditions are such that the Company deems a higher pressure is necessary. However, the Company reserves the right to specify the pressure to be carried at the point of delivery.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

DEKATHERM CONVERSION

The following is a description of the methodology utilized by the Company for the purpose of converting metered volumes to dekatherm equivalents. The actual calculations used to convert metered volumes to dekatherms will be accomplished in the Company's Customer Information System and will be based on the product of metered volumes times the Dekatherm Multiplier as follows:

$$\text{Dekatherms (Dth)} = \text{Metered Volumes (Mcf)} \times \text{Dekatherm Multiplier}$$

Fractional Dekatherms will not be used. Standard rounding criteria will be applied. The Dekatherm Multiplier is the product of three factors as follows:

$$\text{Dekatherm Multiplier} = F_P \times F_T \times F_E$$

- Where F_P = Altitude Factor
- F_T = Temperature Factor
- F_E = Energy Factor

The following is a description of each factor comprising the Dekatherm Multiplier:

1. Altitude Factor (F_P). The Altitude Factor adjusts metered volumes to standard pressure conditions (14.73 psia), based upon the atmospheric and meter pressure at the gas delivery point. Atmospheric pressure at the gas delivery point is based on altitude, and is determined as follows: First, the altitude of the gas delivery point will be determined by the Company based upon Company records or actual measurement of the altitude by means of an altimeter or other measuring device, and second, the altitude so determined will be used to develop atmospheric pressure at the gas delivery point. While an actual altitude will be calculated and assigned to each gas delivery point, the delivery point will be placed in one of three 600 foot Altitude Ranges encompassing the Company's service territory. Following is a list of the Company's Altitude Ranges and the mean altitude of each range.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

DEKATHERM CONVERSION – CONTINUED

Range	From	To	Mean Altitude (H)
1	4,501	5,100	4,800
2	5,101	5,700	5,400
3	5,701	6,300	6,000

Second, the mean altitudes listed above will be utilized to designate the Altitude Range within which the delivery point falls in order to calculate the atmospheric pressure. Laplace’s Formula for the Determination of Heights by the Barometer is used as the basis for the calculation of atmospheric pressure at the delivery point.

The formula is as follows:

$$P_{atm} = 14.696 \times 10^{-0.0000157H}$$

Where P_{atm} = atmospheric pressure (psia)

H = elevation above sea level (ft)

There are 3 values of H corresponding to the above-listed mean altitudes. After the atmospheric pressure at the delivery point is determined, the Altitude Factor is calculated based on the atmospheric and meter pressure using the following equation:

$$F_P = P_{atm} \frac{+ P_{meter}}{14.73}$$

Where P_{meter} = meter pressure (psig) and unless otherwise dictated by the Customer’s metering requirements, the meter pressure will be 0.22 psig, which equates to 6 inches water column.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

DEKATHERM CONVERSION – CONTINUED

Altitude Factors corresponding to each Altitude Range and based on meter pressure of 0.22 psig are as set forth on the Schedule of Dekatherm Conversion Factors.

2. Energy Factor (F_E). The Energy Factor, as described on Tariff Sheet No. 35, adjusts standard metered volumes to dekatherms based on the Heating Value of the gas in British Thermal Units (Btu) per standard cubic foot (scf) at the gas delivery point. The natural gas distributed within the Company's service territory is separated into two Btu Zones based on the Heating Value of the natural gas supplied. Each of these zones receives natural gas of relatively uniform composition. The Company's two currently effective Btu Zones are:

Btu Zones

<u>Btu Zone</u>
<u>Cheyenne</u>
<u>Burns</u>

Each delivery point of the Company will be assigned to one of the above-listed Btu Zones. The Energy Factor is calculated based on the following equation:

$$F_E = \frac{\text{Heating Value}}{1,000}$$

Heating values are calculated based on an analysis of the gas composition. The Company will determine the composition of major gas supplies with on-line gas chromatographs, and monthly samples will be analyzed in the laboratory for the remaining supplies. Gas composition analysis is based on American Society of Testing Methods (ASTM) Standard Method D1945, *Method for Analysis of Natural Gas by Gas Chromatography*. The heating value is calculated from the gas composition using Gas Processors Association (GPA) 2172, *Method of Calculation of Gross Heating Value, Specific Gravity and Compressibility of Natural Gas Mixtures from Composition Analysis* and GPA 2145, *Physical Constants for the Paraffin Hydrocarbons and Other Components of Natural Gas*.



RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS - CONTINUED

DEKATHERM CONVERSION – CONTINUED

3. Temperature Factor (F_T) The Temperature Factor adjusts metered volumes to standard temperature conditions (60° Fahrenheit), based on the flowing gas temperature at the gas delivery point. In those situations in which the Company is in possession of flowing gas temperature for specific customers, that temperature will be used for dekatherm conversion purposes. For all other customers the Company will assume a temperature of 60° Fahrenheit. The Temperature Factor is calculated based on the flowing gas temperature at the meter using the following equation.

$$F_T = \frac{519.7 R}{459.7 R + T_{\text{meter}}}$$

Where T_{meter} = Flowing gas temperature at the meter in degrees Fahrenheit

The Temperature Factor will be calculated to the nearest .0001. A factor of 1.0000 (assumed gas temperature of 60° F) will be used by the Company until revised based on the results of a comprehensive temperature study to be completed by the Company.



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. R75

RESERVED FOR FUTURE USE



Cheyenne Light, Fuel and Power Company
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 12

Original Sheet No. R76

RESERVED FOR FUTURE USE



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Connection and Main Extension Policy of the Company in all territory served by the Company.

GENERAL PROVISIONS

The provisions of this policy are subject to the Rules of the Public Service Commission of the State of Wyoming and to the Company's Rules and Regulations as filed with said Public Service Commission.

When one or more Applicants request gas service at premises not connected to the Company's distribution system or request an increase in service to premises already connected where such increase will require additional investment, the Company, after consideration of the Applicant's gas requirements, will designate the service requested as Residential, Commercial or Industrial and as Permanent, Indeterminate, or Temporary in accordance with the definitions hereinafter set forth, and will construct the extension with reasonable promptness in accordance with the applicable terms.

In all cases, the facilities provided will be constructed by the Company in accordance with the Company's specifications and shall be, at all times, the property of the Company to the Point of Delivery. Construction Costs for Main Extensions will be based upon the Company's estimated cost for construction and installation of the facilities necessary to adequately supply the service requested by the applicant. Such Construction Costs may include, but are not limited to, costs incurred for obtaining easements, rights-of-way, permit fees, provisions for special crews, overtime wages, use of special equipment and facilities, accelerated work schedules to meet applicant's request, or difficult construction problems due to rock, frost, boring, together with all incidental and overhead expenses connected therewith. Where special items or practices, not incorporated in said specifications, are required to meet local construction conditions, the cost thereof will also be included.

Special contracts for extension of the Company's distribution system to supply commercial service, industrial service or service of indeterminate character shall be filed with the Commission.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

DEFINITION OF TERMS

Construction Allowance

That portion of the necessary Construction Costs made by the Company at the Company's expense.

Construction Costs

The combined estimated costs of all facilities and permits required and necessary for the construction and installation of the Main Extension or Reinforcement and Service Laterals.

Construction Deposit

Refundable amount advanced by the Applicant to pay all estimated Construction Costs in excess of the Construction Allowance.

Construction Payment

Non-refundable amount advanced by the Applicant to pay for the Construction Costs in excess of the Construction Allowance, and/or for Excess Construction Costs described herein.

Distribution Main

A distribution main that serves as a common source of supply to one or more customers.

Extension Completion Date

The date on which the construction of a Main Extension or Main Reinforcement is completed as shown by the Company's records.

Main Extension

Distribution facilities including all appurtenant facilities, including service lateral, regulation, and metering equipment which is necessary to supply service to one or more additional customers.

Main Reinforcement

Increase in size or number of existing facilities necessitated by an applicant's estimated gas requirements.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

DEFINITION OF TERMS – CONTINUED

Meter Location

The physical location of the gas meter measuring the amount of gas supplied to the Customer.

Open Extension Period

The eight-year (8) period during which the Company shall calculate and pay refunds of Customer Construction Deposits according to the provisions of this extension policy. The eight-year (8) period begins on the Extension Completion Date.

Permanent Service

A requirement for gas service that will continually be utilized for a period of longer than eighteen (18) months.

Point of Delivery

Point where the Company's gas facilities are first connected to the gas facilities of the Customer.

Refund of Construction Deposit

Amount of Construction Deposit returned to the Applicant or assignee by the Company.

Service Lateral

The buried supply pipe extending from the Distribution Main to and including the first valve or cock inside the outer building wall or, if the meter is to be outdoors, the point at which the supply pipe first enters the building, or extends above grade and enters the building or is first attached to the exterior wall of the building.

For Customers with metering installations that are remote from the Customer's building or facilities, the Service Lateral will end at the Point of Delivery.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

CONSTRUCTION SPECIFICATIONS

The Company shall construct, install, operate and maintain facilities, including conducting leak surveys and cathodic protection in accordance with PHMSA regulations (49 CFR §§ 40; 191-193; 199) and conform with the Company's Gas Distribution Practices and the requirements of local governing bodies. The location of the Main Extension origin and the route to be followed in the construction of the Main Extension shall be determined by the Company after consideration of the engineering problems involved with the objective of providing safe and adequate service. The origin does not need to be at the point on the existing distribution system nearest to the Applicant's premises, nor does the route selected need to be the shortest distance between the origin and the Point of Delivery.

In all cases where it is deemed desirable or necessary by the Company to construct a Main Extension of greater capacity than that required for the Applicant in order to conform with future plans of the Company, the excess Construction Cost shall be borne by the Company.

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS

Meter Installation

The Company shall furnish, install and maintain industry-recognized and approved certified meters and meter connections free of extra cost to the Customer. Meters and meter connections shall be set at a reasonable location as near to the Customer's utilization equipment as practicable. The Company shall determine a location such that the meter can be easily accessed and is not installed in a location that may expose it to damage and in accordance with 49 CFR § 192 while at the same time minimizing interference with the Customer. The Customer agrees to provide, without cost to the Company, a suitable location for the meter and its installation and take reasonable precautions to protect the Company's property from damage.

Installation of meters inside of buildings will not be allowed unless there are no other suitable locations, adequate ventilation can be provided and local building codes permit interior installation. If a meter is located inside a building, the location of the meter will be as near as practicable to where the service enters the building. Meters shall be installed at the shortest safe distance to the customer's building entrance or point of utilization

These meters and meter connections always remain the property of the Company and may be removed when the service is discontinued. Upon Customer request, the Company may install and maintain an additional meter. The costs associated with the additional meter shall be borne by the Customer.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS - CONTINUED

Service Lateral Installations

The Company will install, operate and maintain the Service Lateral from the Distribution Main to the Point of Delivery, and title shall vest in the Company.

FEDERAL INCOME TAX

The Company reserves the right to add as a line item to the Customer's payment, any income tax consequences associated with the Customers cost of installation. There will be a thirty (30) percent add-on to the bill as a line item. As a result of the 1986 Tax Act, CIAC are treated as taxable income and, therefore, are subject to corporate income tax as prescribed under Internal Revenue Code Section 118(b). In order for the Company to recover dollar-for-dollar on projects it undertakes and some portion of the associated income tax obligation, the Company has to charge the cost plus thirty percent income tax. The thirty percent factor reflects the tax benefit related to tax depreciation deductions that the Company will be allowed to claim on its future tax returns because CIAC result in additional property basis as a result of being taxable in the year of receipt. This add-on factor, including the recognition of the benefit from future tax depreciation, is standard practice in the industry. It is also important to note that the Company is not profiting from the collection of the tax.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Permanent Residential Gas Service

For Residential gas service of a permanent character, the Company will install at Company's expense necessary gas Main Extension, Service Lateral and related facility upgrades for each Residential applicant to be attached to the Main Extension up to the Construction Allowance stated on the Schedule of Charges for Rendering Service and Construction Allowances,. In the event that the Construction Costs of the facilities are in excess of Construction Allowance stated on the Schedule of Charges for Rendering Service and Construction Allowances , the Applicant shall advance to the Company, prior to the start of construction, as a Construction Deposit, an amount equal to the expected excess cost to serve the Customer. Where more than one Applicant is involved, the proportionate share of the Construction Deposit for each Applicant will be determined by the Company. Any Applicant, with the permission of the Company, may assume more than that Applicant's proportionate share of the required Construction Deposit.

Permanent Commercial Gas Service

For Commercial gas service of a permanent character, the Company will install at the Company's expense as a Construction Allowance, the necessary gas Main Extension, Service Lateral and related facility upgrades equivalent up to the Construction Allowance stated on the Schedule of Charges for Rendering Service and Construction Allowances. Where the Construction Costs of the required extension facilities exceed the Construction Allowance, the Applicant shall advance to the Company, prior to the start of construction, as a Construction Deposit, an amount equal to the excess cost of the gas facilities extension. Where more than one applicant is involved, the proportionate share of the Construction Deposit for each Applicant will be determined by the Company. Any Applicant, with the permission of the Company, may assume more than that Applicant's proportionate share of the required Construction Deposit.

Permanent Interruptible Industrial Service

For Interruptible Industrial gas service of a permanent character, the Company will install at the Company's expense, as a Construction Allowance, the necessary Main Extension facilities equivalent in cost up to the Construction Allowance stated on the Schedule of Charges for Rendering Service and Construction Allowances. Where the Construction Costs of the required gas facilities extension exceed the Construction Allowance, the Applicant shall advance to the Company, as a Construction Deposit, prior to the start of construction, an amount equal to the excess costs of the gas facilities extension.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Indeterminate Service

Applicants requesting service which is of an indefinite or indeterminate nature, such as that required by, but not limited to (a) speculative development of property for sale; (b) mines, quarries, sand pits, oil wells, and (c) other enterprises of more or less speculative characteristics, shall be required to pay to the Company, as a Construction Deposit, prior to construction, the entire estimated Construction Costs, less any costs related to metering and house regulation, for the necessary gas Main Extension facilities plus thirty (30) percent.

An evaluation, as conditions warrant, shall be made of Indeterminate Service customers within the Open Extension Period, during which customers may be appropriately reclassified as Permanent Service customers.

Permanent Gas Transportation Service

For Transportation gas service of a permanent character, the Company will install at the Company's expense, as a Construction Allowance, the necessary Main Extension facilities equivalent in cost to the Construction Allowance stated on the Schedule of Charges for Rendering Service and Construction Allowances. Where the Construction Costs of the required Main Extension and other required facilities exceed the Construction Allowance, the Applicant shall advance payment to the Company, as a Construction Deposit, prior to the start of construction, an amount equal to the excess costs of the gas facilities extension.

In consideration of the nature of the Special Contract Service, no Service Lateral or Main Extension Construction Allowance will be granted to Applicants for these services. The Company reserves the right to deal with these Applicants on their own merits.

Temporary and Intermittent Service

When service under any rate will be Temporary or Intermittent in character, the Extension shall be made at the option of the Company, and only where the Company has adequate capacity available for the requested class of service. For gas service of a Temporary or Intermittent character, the Applicant shall pay to the Company, as Construction Payment, an amount equal to all costs of service connection (excluding metering) and disconnection, line extension and line removal after service has been discontinued. The Customer shall be credited with the reasonable salvage value. The Applicant will additionally be responsible for any associated income tax consequences.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Excess Construction Costs

If, in the judgment of the Company, an extension will entail Construction Costs which are unusual or abnormal, the applicant will pay the Company a non-refundable Construction Payment in the amount of these excess costs plus thirty (30) percent. Excess costs may include, but are not limited to, costs incurred for obtaining easements, rights-of-way, permit fees, provisions for special crews, overtime wages, use of special equipment and facilities, accelerated work schedules to meet the Applicant's request, special items required to meet local construction conditions, or difficult construction problems due to rock, frost, boring, together with all incidental and overhead expenses connected therewith. If excess costs must be paid by the Applicant, the Applicant will be given written notice of such charges, and such excess costs will be payable prior to commencement of construction.

REFUNDS OF CONSTRUCTION DEPOSITS

Construction Deposits are subject to refund without interest during the Open Extension Period. Such refunds of Construction Deposit will be made in conformance with the provisions of the appropriate plan under which the Extension is classified. No refunds will be made after the Open Extension Period and any remaining unrefunded Construction Deposit is forfeited and no longer subject to refund for any reason. In no case shall refunds be made which exceed the total amount of the Construction Deposit.

Refunds will be made to those applicants taking service from the extension at the time of the refund excepting in the case of real estate subdivisions where the developer or builder has made the necessary Construction Deposit. In no event shall any Applicant, who has terminated service be eligible for any refund after such termination.

In the case of developments, no Applicant shall be entitled to a Refund of Construction Deposit until the number of customers connected to the Main Extension is equal to the number of customers included in the determination of the Construction Allowance and/or Construction Deposit and the total cost in excess of said Construction Allowance has been deposited with the Company.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

REFUNDS OF CONSTRUCTION DEPOSITS – CONTINUED

CONSTRUCTION DEPOSIT REFUNDS – DIRECT EXTENSIONS

Construction Deposits are refundable for a period of eight (8) years from the Extension Completion Date. Construction Deposits are refundable up to the amount of the Construction Deposit whenever an extension of facilities is requested that directly connects to the facilities for which a Construction Deposit remains unrefunded, and the direct connection can be completed at an estimated cost which is less than the Construction Allowance. Any unused Construction Allowance is eligible to be refunded to the applicant(s) who has an unrefunded Construction Allowance related to the facilities that the new extension directly connects to. For each Construction Deposit the Company will annually determine the amount eligible for refund and refund any qualifying amount to the Applicant.

CONSTRUCTION DEPOSIT REFUNDS – JOINT TRENCH

Applicants who are required to make a Construction Deposit must do so prior to the installation of new service facilities. The work order estimate upon which the Construction Deposit is based assumes that the trench will be used to provide only the requested gas and/or electric services. In the event another service provider such as the local cable television or telephone provider elects to join in the cost of the trench, the Applicant shall be entitled to a refund not to exceed the Applicant's Construction Deposit of the amount paid by the service provider electing to join in the use of the open trench for its proportionate use of the trench. Construction Deposit refunds under this provision shall only occur after the Company has received one hundred (100) percent of the joint trench charges payable by the additional service providers.

REINFORCEMENTS

For all classes of service any required Distribution Reinforcement shall generally recognize the Construction Cost, Construction Allowance and Applicant Construction Deposits or Construction Payment provision of the Extension Policy.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

REFUNDS OF CONSTRUCTION DEPOSITS – CONTINUED

SERVICE LATERAL AND METER RELOCATIONS/REPLACEMENTS

If an existing Company-owned Service Lateral requires relocation for the Customer's convenience or because of new construction on the Customer's premises, the Company will relocate or replace the Service Lateral subject to the Customer's Construction Payment for the amount of the relocation costs, plus thirty (30) percent.

If an existing Residential Service Lateral requires replacement because of inadequate capacity, failure, or increased load, the Company will provide a new Service Lateral at no cost to the Customer.

EXCEPTIONS

For requested Main Extensions requiring substantial investment by the Company where the anticipated revenue from a Customer will not recover necessary fixed costs on the investment, the Company reserves the right to require the Applicant to pay the Company, in advance, all construction costs other than metering plus thirty (30) percent without reimbursement. In addition, the Company may require the Applicant to enter into a contract to pay the Company an amount sufficient to cover all on-going costs of providing service to the Customer. Such costs include, but are not limited to, insurance, replacement or removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.



RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND MAIN EXTENSION POLICY - CONTINUED

TRANSMISSION LINE TAPS

Where natural gas service is to be supplied from a non-Company transmission main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap and other equipment. The Company also reserves the right to limit the location and number of, or to reject, applications for service requiring transmission main taps. Inasmuch as the Company does not own, operate and maintain these transmission mains, the Company is not responsible for the continued delivery of gas to Customers served therefrom should the pipeline company re-route, abandon, or otherwise discontinued use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult, or impractical, in the opinion of the Company, to be continued. The Construction Allowance for transmission main tap applicants shall be equivalent in value, including meters, regulation and Service Lateral to that allowed Applicants under the Construction Allowance, Deposits and Payments section of this policy.



RULES AND REGULATIONS
NATURAL GAS SERVICE
EXCESS FLOW VALVE PROGRAM

GENERAL CONDITIONS

The following described Excess Flow Valve Program has been implemented by the Company in order to comply with certain United States Department of Transportation regulations under the Natural Gas Pipeline Safety Act, as set forth at Section 192.383 of Title 49 of the Code of Federal Regulations. In the event such applicable federal regulatory requirements are ever changed in any way, the following described Excess Flow Valve Program shall be modified as necessary to conform to any such changes. Further, if and to the extent such federal regulatory requirements are vacated, repealed or otherwise made inapplicable to the Company, this Excess Flow Valve Program shall automatically terminate.

DEFINITION

An Excess Flow Valve is a mechanical device that may be installed at the Customer's request. It is located between the Company's distribution main and the natural gas Service Lateral and is designed to automatically stop or limit the flow of natural gas in the Service Lateral in the event the flow of gas exceeds a preset level. Excess flow can occur, for example, in the event there is a break or rupture in the Service Lateral.

CUSTOMER ELIGIBILITY

All Customers of the Company meeting the following qualifications are eligible to receive installation of an Excess Flow Valve under the Company's Excess Flow Valve Program:

- a) The Customer is or, after connection, will be individually metered by the Company and receives natural gas service through a single Service Lateral that serves a single residence under Company's Residential Gas Service;
- b) The Customer receives or, after connection, will receive natural gas service from a portion of the Company's natural gas distribution system which continuously operates above then (10) pounds per square inch gauge; and
- c) The Customer has requested the installation of a new Service Lateral in accordance with the Company's Service Lateral Connection and Distribution Main Extension Policy or is receiving natural gas service through a Service Lateral that the Company has determined requires replacement.



RULES AND REGULATIONS
NATURAL GAS SERVICE
EXCESS FLOW VALVE PROGRAM - CONTINUED

CUSTOMER NOTIFICATION

Eligible customers of the Company, as defined above, shall be provided a one-time written notification of the availability of Excess Flow Valves meeting the standards prescribed under 49 C.F.R. § 192.381, as well as their safety benefits and costs. Each eligible customer shall be provided the opportunity to request or to decline installation of an Excess Flow Valve on the Service Lateral to be constructed or replaced. Customers requesting installation of an Excess Flow Valve must confirm in writing their request for an Excess Flow Valve by completing and returning to the Company the forms provided to the Customer for that purpose. All customers will be periodically advised of the Company's Excess Flow Valve Program.

CUSTOMER RESPONSIBILITY

Eligible Customers requesting installation of an Excess Flow Valve shall be responsible for paying Company a one-time charge of \$31.00 to reimburse Company for all costs directly connected with installing the Excess Flow Valve. In addition to paying the one-time charge for the installation of the Excess Flow Valve, all such customers may be responsible for future costs associated with any required maintenance or replacement of the Excess Flow Valve by the Company. Charges for maintenance will be based upon the Company's Schedule of Charges for Rendering Service.

INSTALLATION AND OWNERSHIP

The Company shall install and Excess Flow Valve on Service Laterals for all Eligible Customers requesting installation of an Excess Flow Valve and agreeing to pay the one-time charge of \$31.00. Such installation shall be made at a mutually agreeable date. Any Excess Flow Valve so installed under this program shall be owned by the Company.



APPENDIX A
BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM

Purpose

The purpose is to create a Gas Meter Testing Program for the Company. The test selection program is designed to maintain a reasonable balance between high accuracy levels and the cost of maintaining these levels. Testing gas meters assures an acceptable level of accuracy of the metering plant and historical information to develop maintenance procedures and test programs.

New and Remanufactured Meters – Quality Assurance Testing

All gas meters are tested by the manufacturer prior to shipment. In addition to the meter testing performed by the manufacturer on all new and remanufactured gas meters, the Company will sample test new meter groups or lots by performing the quality assurance sampling and testing as follows:

New and remanufactured meters are tested in accordance with American National Standards Institute (ANSI) Z1.4: Sampling Procedures and Tables for Inspection by Attributes. Sampling plan: General Inspection Level II, Normal Inspection, Single Sampling and 2.5 AQL. A sample lot which passes inspection will fall within an acceptance accuracy limits of $\pm 1\%$ on the average test (average test = (open test + check test divided by 2)).

Lot Size	Sample Size	AQL 2.5	
		Accept	Reject
2 to 8	2	0	1
9 to 15	3	0	1
16 to 25	5	0	1
26 to 50	8	0	1
51 to 90	13	1	2
91 to 150	20	1	2
151 to 280	32	2	3
281 to 500	50	3	4
501 to 1200	80	5	6
1201 to 3200	125	7	8
3201 to 10000	200	10	11
10001 to 35000	315	14	15

Accept – means accept the Lot or Batch with no more than this quantity of defective meters.

Reject – means reject the Lot or Batch with equal or greater to this number of defective meters.



APPENDIX A
BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED

New and Remanufactured Meters – Quality Assurance Testing - Continued

If the sample lot fails to test within these guidelines, the meter shipment will be returned and replaced at the supplier's expense.

If the sample passes 10 lots then the quality assurance testing program is adjusted to reduce sampling in accordance with ANSI Z1.4: Sampling Procedures and Tables for Inspection by Attributes. Sampling plan: General Inspection Level II, Reduced Inspection, Single Sampling and 2.5 AQL.

Lot Size	Sample Size	AQL 2.5	
		Accept	Reject
2 to 8	2	0	1
9 to 15	2	0	1
16 to 25	2	0	1
26 to 50	3	0	1
51 to 90	5	0	2
91 to 150	8	0	2
151 to 280	13	1	3
281 to 500	20	1	4
501 to 1200	32	2	5
1201 to 3200	50	3	6
3201 to 10000	80	5	8
10001 to 35000	125	7	10

Meter Testing Program:

There are three test schedule programs: statistical sampling, periodic intervals, and mileage/volume testing. Statistical sampling is used for domestic and intermediate meters. Periodic intervals testing is used for any meter over 1000 cfh capacity and all instruments. Mileage/volume testing is used for the largest commercial customers.

Statistical Sampling

The statistical sampling program is derived from the ANSI/ASQ Z1.9: Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming, Double Specification Limit, Variability Unknown – Standard Deviation Method, Normal Inspection: Level II, and Acceptable Quality Level (A.Q.L.) 10 for Upper and Lower Specification Limit. The plan predicts that 90% of each sample lot which passes inspection will fall within the acceptance accuracy limits of +2% on the average test.



APPENDIX A

BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED

Statistical Sampling - Continued

Meters are grouped into homogenous groups or lots determined by manufacturer, type, size and years in service. Meters are randomly selected from each lot. Sampling begins the fifteenth year for domestic meters and the tenth year for intermediate meters. The minimum lot size is three meters. The minimum sample size is three meters except for rejected lots.

If a sample lot fails to test within guidelines, it will be removed from service over the next five years and tested according to the sampling procedures under this program. If the failed sample lot subsequently tests within acceptable criteria stated above, the five-year removal process is halted and meters are returned to normal inspection the following year.

Periodic Intervals

The periodic interval program provides for a fixed interval test. The interval varies according to past historical meter test data. The plan is reviewed annually. Meters that do not register or do not pass gas are evaluated separately. The plan is then modified to reflect changes in meter performance.

Mileage/Volume Testing

The mileage/volume test program is supplemental to the periodic interval test program for large commercial customers. This program is based on the average monthly corrected gas volume passed through the metering site as summarized below. The testing frequency is based on volumes used rather than by specific equipment, such as rotary, turbine, orifice, etc. When performing the mileage/volume testing, the technician tests all measurement equipment at the site including the meter, instrument, and flow computer, if applicable. A complete corrected volume comparison is necessary and used as a means to ensure the equipment is calculating properly. The complete corrected volume comparison is accomplished by clocking the meter and applying the correct temperature and pressure factors then comparing the read out to the corrected volume showing on the instrument or by utilizing a specialized software program.

Measured Monthly Corrected Volume	Test / Inspection Frequency
0 to 10,000 MCF	Periodic interval test
10,001 to 50,000 MCF	12 months
50,001 or higher MCF	6 months



APPENDIX A

BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED

Summary of Testing Programs:

Mechanical Meter Type

Residential 0-500 cfh Diaphragm
Intermediate 501-1000 cfh Diaphragm
Large Volume 1001-10,000 cfh Diaphragm
Rotary Meters
Turbine Meters
Orifice Meters
Instruments – Electronic and Mechanical

Test Frequency

Sample testing starting at 15 yrs
Sample testing starting at 10 yrs
Periodic interval test every 5 yrs
Periodic interval test every 7 yrs
Periodic interval test every 1 yr
Periodic interval test every 1 yr
Periodic interval test every 1 yr

Mileage testing over rides the above frequency. See Mileage testing above.

Meter Accuracy

Residential and commercial meters are calibrated to $\pm 1\%$ and are considered accurate for billing purposes if they register within $\pm 2\%$ under test conditions in accordance with state and local rules and regulations.

Meter Test Equipment

The Company provides testing equipment as necessary to comply with applicable Commission rules. Equipment to be used as a reference or test standards is certified a minimum of every five years by an outside vendor and calibrated with an instrument that is traceable to the National Institute of Standard and Technology. Reference or test standard equipment shall have a higher degree of accuracy than the equipment being calibrated and is only used for calibration purposes. Meter test equipment is kept in a temperature stable environment and maintained according to manufacturer recommendations. Current Certificate of Calibration and Testing documents remain on file in the Meter Lab. Calibrating meters will equate a cubic foot of gas with the amount of gas that occupies one cubic foot, dry, at 60 degrees Fahrenheit at 14.73 PSIA. All meter calibration equipment shall bear the last calibration date.



APPENDIX A
BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED

Testing Equipment and Certification Frequency Intervals:

BELL PROVER (primary standard) – not to exceed two years. Bottled or strapped according to industry standard and traceable to NIST.

SNAP PROVER (secondary standard) – not to exceed two years. Calibrated against the Bell Prover that is directly traceable NIST. Test meters certified every two years and ran across prover weekly and logged.

TRANSFER PROVER (secondary standard) – not to exceed five years. Test meters certified every two years and ran across prover quarterly in shop environment and logged.

TURBINE MASTER METER ON PROVER (secondary standard) - not to exceed five years

DEAD WEIGHT TESTER (primary standard) –certified annually in WY. Not to exceed 5 years in other states.

THERMOMETER – certified annually by NIST certified lab.

DRY LEAK TESTER – not to exceed three years.

ROTARY DIFFERENTIAL GAUGE (secondary standard) – certified annually against manometer, PK tester or Electronic gauge with NIST traceable certifications.

ELECTRONIC GAUGE USED BY FIELD MEASUREMENT – certified annually by NIST certified lab or certified dead weight tester.

OTHER GAUGES – tested and calibrated annually with a NIST certified gauge according to category specifications (3A, 2A, 1A) or with a dead weight tester.

PK TESTER – certified annually by NIST certified lab.

RTD (Resistance Temperature Detector) Simulator - certified annually by NIST certified lab

Additional Monitoring and Information

All in-service meters are monitored monthly for Customer usage abnormalities through Customer billing system exception reporting.

Meters returned from service that are to be re-deployed will be tested and reviewed for trends that may lead to additional testing or monitoring. Meters that are outside the acceptable operating standards will be retired from service.