

**Black Hills
Nebraska Gas Utility Company, LLC
d/b/a Black Hills Energy**

Natural Gas Tariff
Applying to Black Hills Energy's
Town Plant and Mainline Customers
In the State of Nebraska

Filed with the
Nebraska Public Service Commission

Copies of the official tariff sheets of Black Hills Energy's natural gas service in Nebraska are available at various offices of Black Hills Energy which are open to the public, available on-line through <https://www.blackhillsenergy.com/rates> or on file with the Nebraska Public Service Commission. The information available here intends to provide the same information as the official approved tariffs; however, if there is any discrepancy or conflict between this information and the official tariffs, then in all cases the provision contained in Black Hills Energy's official tariffs on file with the Nebraska Public Service Commission shall prevail.

TABLE OF CONTENTS
NATURAL GAS SERVICE

	<u>Sheet No.</u>
DEFINITIONS	
Cubic Foot of Natural Gas	1
Commission	1
Company.....	1
Competitive Natural Gas Provider	1
Customer	1
Farm Tap	2
Heating Value of Natural Gas.....	3
Local Pressure Base	3
Marketer.....	3
Maximum Daily Quantity (MDQ).....	3
Point of Delivery	3
 COMMUNITIES SERVED.....	 4
 MAPS OF SERVICE TERRITORY	
Rate Area One	5
Rate Area Two	6
Rate Area Three.....	7
 GENERAL SERVICE	
Application for Service.....	8
Company-Owned Items.....	8
Meters and Regulators	8
Customer Piping and Appliances.....	8
Inspection by Company	9
Liability	9
Wastage of Natural Gas	9
Interruption of Service	9
Service Limitation – Not For Resale	9
 RESERVED FOR FUTURE USE.....	 10
 CUSTOMER DEPOSITS	
Residential Deposit	11
Commercial Deposit.....	11
Amount.....	11
Refunds.....	11
Hardship Waiver or Suspension	11

TABLE OF CONTENTS
NATURAL GAS SERVICE

	<u>Sheet No.</u>
BILLING AND PAYMENT	
Bills, Duplicate Bills and Failure to Receive Bills	12
Due Date	12
Late Payment Penalties.....	12
Budget Billing Plan for Residential Customers.....	13
Automatic Bank Transfer	13
Energy Assistance Programs	13
RESERVED FOR FUTURE USE	14
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE	
Non-Payment of Bills.....	15
Items to be Contained in the Notice of Discontinuance of Service	15
Complaints	16
Disputed Bill - Residential Customers.....	16
Timing of Disconnection	17
Immediate and Serious Health Hazard	17
Dangerous Conditions Found on Customer's Premises	17
Misuse of Service by Customer	17
Reselling or Distribution of Service	17
Non-Compliance of Rules and Regulations	18
Tampering With and Care of Company's Property.....	18
Energy Diversion - Theft of Service	18
RESERVED FOR FUTURE USE	19
COLD WEATHER RULE	
Availability	20
Residential Winter Disconnection	20
Customer Responsibility.....	20
Illegal Diversion of Service	20
Defaulted Payment Arrangement	21
Company Responsibility	21
Low Income Residential Customer (LIHEAP)	21
RESERVED FOR FUTURE USE	22

TABLE OF CONTENTS
NATURAL GAS SERVICE

	<u>Sheet No.</u>
MEASUREMENT AND QUALITY	
Meter Testing	23
Adjustment of Measurement Factors	23
EMERGENCY CURTAILMENT	
Definition of Emergency	24
Priority	24
Curtailed Contact	25
Failure to Curtail	25
Customer-Owned Natural Gas Supplies	25
Liability	25
LINE EXTENSIONS	
Extension of Main and Service Lines	26
Project Feasibility	27
RESERVED FOR FUTURE USE	28-30
CHARGES TO BE PAID BY CUSTOMER	
Turn on Charge (Connection)	31
Reconnection Charge	31
Non-Sufficient Funds Charge	31
Residential Meter Move and Reinstallation Charge	31
Commercial Meter Move and Reinstallation Charge	31
Meter Test Charge	31
Temporary Meter Charge	31
Seasonal Disconnections	31
RATE SCHEDULES	
Traditional Sales Service (TSS)	32
Annual Price Option Sales Service (APO)	33-34
Economic Development Sales Service (ED)	35-36
Energy Options Program Transportation Service (EO)	37-38
NON-JURISDICTIONAL HIGH VOLUME SALES OR TRANSPORTATION SERVICE	39
FARM TAPS	40-42
RESERVED FOR FUTURE USE	43

TABLE OF CONTENTS
NATURAL GAS SERVICE

	<u>Sheet No.</u>
COST RECOVERY MECHANISMS	
Purchased Gas Cost Adjustment (PGA)	
Traditional Sales Service	44-45
Annual Price Option Sales Service	46-47
Other	48
Current Gas Cost Adjustment Factors - TSS	49
Current Gas Cost Adjustment Factors - APO	50
Pipeline Replacement Charge	51
RESERVED FOR FUTURE USE	52
SUMMARY OF SERVICE FEES.....	53

**RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS**

CUBIC FOOT OF NATURAL GAS	For the purpose of testing as under these rules, a cubic foot of natural gas means that amount of natural gas which, when saturated with water vapor at a temperature of sixty degrees (60°) Fahrenheit and subjected to an absolute pressure equal to thirty inches (30") of mercury, at thirty-two degrees (32°) Fahrenheit, (14.73 pounds per square inch), occupies a volume of one (1) cubic foot.
COMMISSION	The term "Commission" is herein used to designate the Nebraska Public Service Commission having jurisdiction of the subject matter as provided under the State Natural Gas Regulation Act, Neb. Rev. Stats § 66-1801 et. Seq.
COMPANY	The term "Company" is herein used to designate Black Hills/Nebraska Gas Utility Company, LLC d/b/a Black Hills Energy, which furnishes natural gas service under general rules, regulations, terms and conditions.
COMPETITIVE NATURAL GAS PROVIDER	Competitive Natural Gas Provider ("CNGP") shall mean a third-party natural gas supplier who: (a) has been granted a certificate of authority as a CNGP by the Commission pursuant to Neb. Rev. Stat. § 66-1849, et. Seq.; (b) has been designated by an Energy Options Customer as the Customer's source of natural gas; (c) entered into a Market Aggregation Agreement with Company; (d) provided or completed other forms and documents required by Company; and (e) complies with requirements set forth by Company under its Energy Options Tariff, practices or procedures.
CUSTOMER	<p>A Customer, also referred to as Ratepayer, is defined by the following classes:</p> <p>An Agricultural Ratepayer is a Ratepayer whose usage of natural gas does not qualify the Ratepayer as a high-volume Ratepayer and: (a) whose principal use of natural gas is for agricultural crop or livestock production, irrigation pumping, crop drying, animal feed or food production; or (b) whose service is provided on an interruptible basis.</p> <p>Commercial Customer is a Ratepayer whose natural gas purchases from Company are less than five hundred (500) Therms per day as determined by average daily consumption and defines those primarily engaged in wholesale or retail trade, agriculture, finance, real estate, fisheries, forestry, transportation, communications, sanitary services, insurance, personal services (clubs, hotels, rooming houses, five (5) or more households served under a single meter, auto repair, etc.) government and Customers whose usage does not directly qualify for residential service. The size of the Customer or volume of natural gas used is not a criteria for determining commercial designation. The nature of the Customer's primary business or economic activity at the location served determines the Customer classification. This classification applies to any non-interruptible commercial purchaser of natural gas within a municipality with requirements of less than one hundred thousand (100,000) cubic feet of natural gas per day.</p>

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

CUSTOMER
(Continued)

An Energy Options Customer is a non-residential Ratepayer who: (a) purchases natural gas supply from a CNGP; (b) transports less than five hundred (500) Therms per day as determined by average daily consumption; (c) entered into an Energy Options Contract with Company; and (d) complies with the requirements set forth in Company's Energy Options Tariff requirements.

Jurisdictional Customer means a customer who is subject to the jurisdiction of the Commission.

A High-Volume Ratepayer is a Ratepayer whose natural gas requirements equal or exceed five hundred (500) Therms per day as determined by average daily consumption, and whose sales or transportation service is provided at negotiated rates, contracts, and terms and conditions of service under contract to High-Volume Ratepayers. Service is provided on such terms and conditions contained in the High-Volume Customer Contract between Company and the High-Volume Ratepayer. High-Volume sales or transportation service is without regard to any rates, tolls, tariffs, or charges Company may have filed with the Commission.

A single application for service cannot be made to apply to different locations or to cover more than one (1) meter at the same address or location to be used by the same Customer.

Residential Customer means Customers taking natural gas for residential use (space heating, cooling, water heating, clothes drying, etc.) through an individual meter in a single family dwelling or building, or for residential use in an individual flat or apartment, or for residential use in not over four households served by a single meter in a multiple family dwelling. Residential premises used regularly for professional or business purposes (doctor's office, small store, etc.) are considered as residential where the residential natural gas usage is one-half (1/2) or more of the total natural gas usage. This classification applies to any non-interruptible residential purchaser of natural gas within a municipality with requirements of less than one hundred thousand (100,000) cubic feet of natural gas per day.

A **Sales Service Customer** is a customer that receives bundled distribution service and natural gas commodity from Company.

A **Transportation Service Customer** is a customer that receives distribution service, but obtains natural gas commodity from a third party.

FARM TAP

A retail sales facility located on the transmission pipeline right-of-way to serve domestic right-of-way grantors.

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

HEATING VALUE OF NATURAL GAS	The minimum heating value (Btu) of natural gas distributed by the Company shall be not less than nine hundred (900) Btu per cubic foot, the measurement being made conforming to standard conditions of these rules and regulations.
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LOCAL PRESSURE BASE	For the purpose of measurement of natural gas to a Customer, a cubic foot of natural gas shall be taken to be the amount of natural gas which occupies a volume of one (1) cubic foot under the conditions existing in such Customer's meter as and where installed.
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MARKETER	A third-party supplier of natural gas. A qualified Marketer is a CNGP which has been certified by the Commission.
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MAXIMUM DAILY QUANTITY (MDQ)	<p>The amount calculated by dividing the volumes consumed by a particular Customer during the highest historical peak month of usage in the last thirty-six (36) months for that Customer by twenty (20). Company will estimate a peak month for new Customers.</p> <p>A Maximum Daily Quantity may also be established through direct measurement or other means (i.e., estimating the peak day requirements after installation of new processing equipment or more energy efficient heating systems), if approved by Company.</p>
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POINT OF DELIVERY	The point of delivery and the point where Company ownership and maintenance of service pipe ends shall be at the outlet side of the Company's meter, unless otherwise defined in writing between Company and Customer. All yard lines, interior piping, valves, fittings and appliances downstream from this point shall be furnished and maintained by the Customer and are subject to the inspection and approval of the Company and the other authorities which have jurisdiction.
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**RULES AND REGULATIONS – NATURAL GAS SERVICE
COMMUNITIES SERVED**

RATE AREA ONE

Bellevue	Plattsmouth
Blair	Ralston
Gretna	Valley
La Vista	Waterloo
Papillion	

RATE AREA TWO

Lincoln
Cheney
Walton

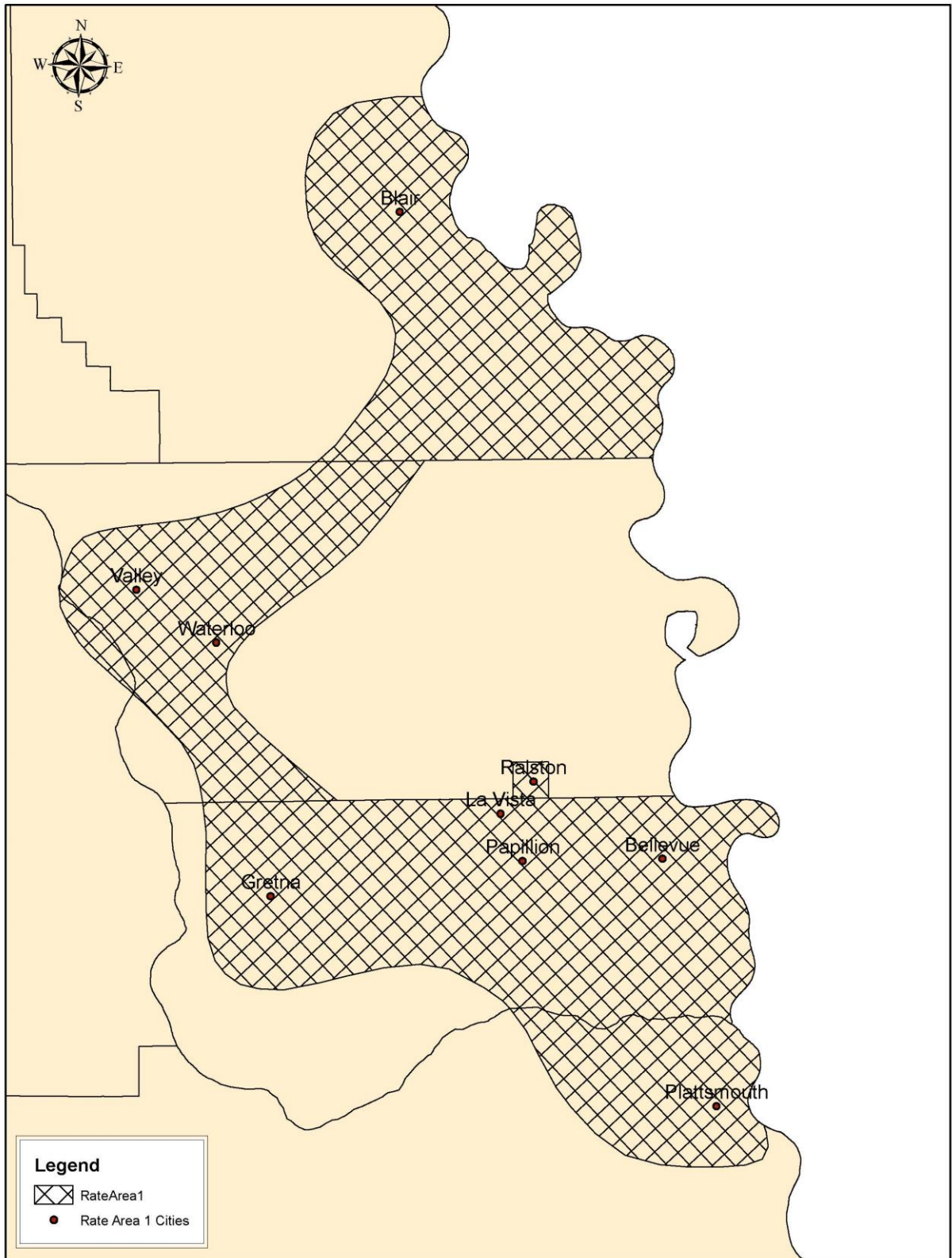
RATE AREA THREE

Adams	Emerson	Manley	Schuyler
Arlington	Endicott	Mead	Seward
Ashland	Exeter	Meadow Grove	Shelby
Auburn	Fairbury	Milford	Stanton
Aurora	Fairmont	Murdock	Staplehurst
Avoca	Firth	Murray	Sterling
Bancroft	Friend	Mynard	Table Rock
Battle Creek	Garrison	Newman Grove	Tecumseh
Beatrice	Geneva	Nickerson	Tekamah
Bee	Grafton	Norfolk	Thurston
Beemer	Greenwood	North Bend	Tilden
Bennet	Hallam	Oakland	Uehling
Blue Springs	Hampton	Odell	Ulysses
Bradshaw	Hickman	Osceola	Wakefield
Clatonia	Holland	Palmyra	Walthill
Columbus	Homer	Panama	Waverly
Cortland	Hooper	Pawnee City	Wayne
Craig	Humboldt	Peru	Weeping Water
Crete	Humphrey	Pierce	West Point
David City	Jackson	Pilger	Wilber
DeWitt	Johnson	Plymouth	Winnebago
Dorchester	Lindsay	Rising City	Wymore
Eagle	Louisville	Rosalie	York
Elmwood	Madison		

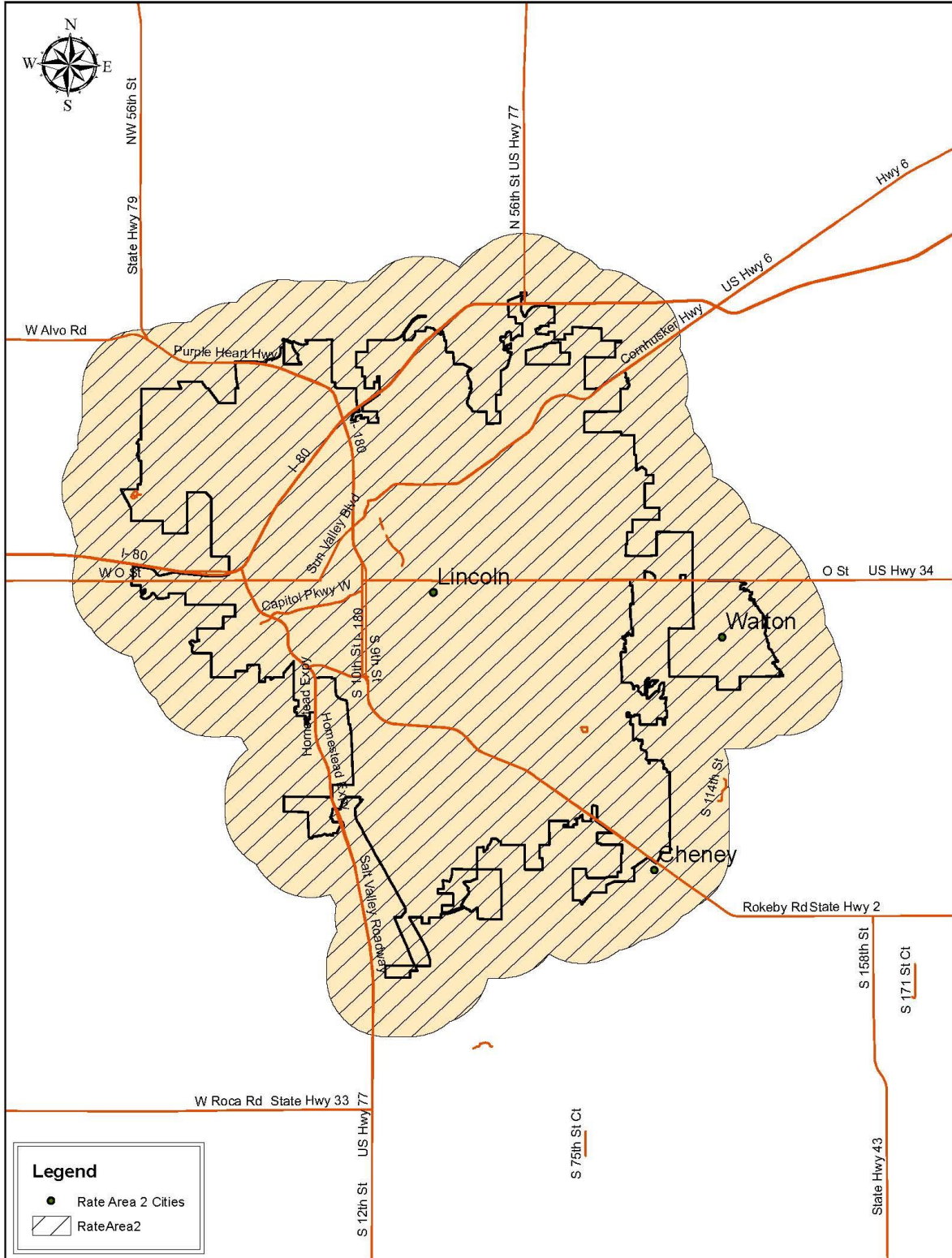
RATE AREA FOUR

Agricultural and High-Volume Customers located throughout Rate Areas One, Two, and Three whose service is provided subject to Neb. Rev. Stat. § 66-1810.

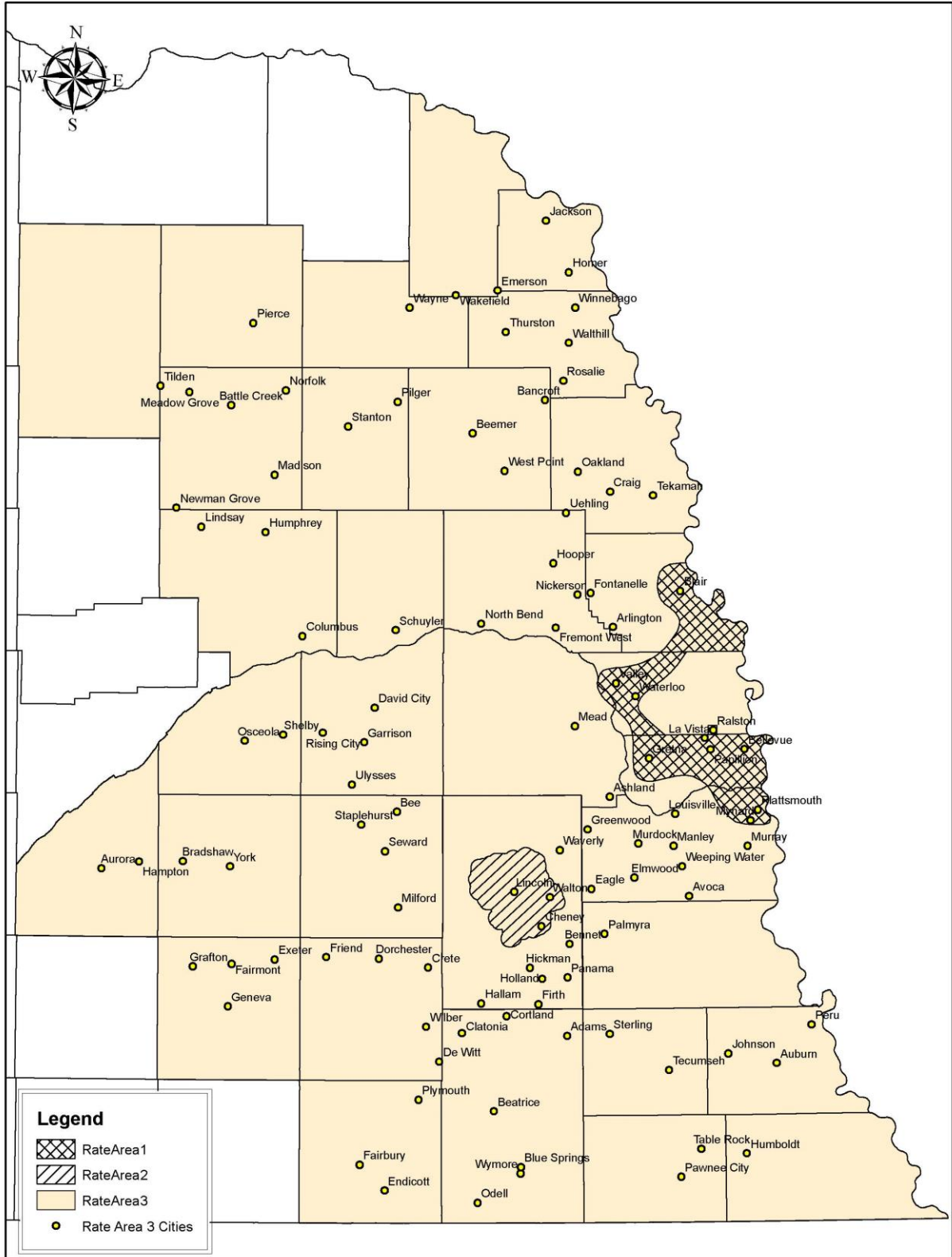
**RULES AND REGULATIONS – NATURAL GAS SERVICE
MAP OF SERVICE TERRITORY – RATE AREA ONE**



RULES AND REGULATIONS – NATURAL GAS SERVICE
MAP OF SERVICE TERRITORY – RATE AREA TWO



**RULES AND REGULATIONS – NATURAL GAS SERVICE
MAP OF SERVICE TERRITORY – RATE AREA THREE**



RULES AND REGULATIONS – NATURAL GAS SERVICE
GENERAL SERVICE

APPLICATION FOR SERVICE	Upon approval of an application for service, the Company shall supply the Customer with service at the rates and under the rules, terms, regulations and conditions applying to the particular service for which application is made and set forth in said application.
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COMPANY-OWNED ITEMS	The Company shall furnish, own, install and maintain where applicable, the following items required to provide service to the point of delivery: <ul style="list-style-type: none">• Service pipes• Meters• Regulators• Pressure relief vents and valves• Shut-off valves• Connectors and miscellaneous fittings
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METERS AND REGULATORS	Company shall furnish meters and meter connections at no extra cost to Customer. Meters and meter connections are to be set and maintained at the Customer's property line; however, in some cases it will be more feasible to set meters on Customer's property, this to be decided by the Company. New installations must be outdoors. The meter and meter connections are the property of the Company, and may be removed when the service is terminated for any cause. All yard lines, interior piping, valves, fittings, and appliances on the premises of the Customer shall be furnished by the Customer and are subject to the approval of the Company and the municipal authorities which have jurisdiction.
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CUSTOMER PIPING AND APPLIANCES	Customer shall install and maintain the natural gas piping, fixtures, and appliances on his/her premises in accordance with the ordinances of the city in which Customer is located or, in the absence of such regulations, same shall be installed in accordance with recognized standards. Company may suspend service to Customers if it shall have given written notice of defective or unsafe conditions liable to impair its service or to result in injury or damage to any person, or the property of any person or persons, provided however, that the Company assumes no responsibility whatsoever for the inspection and/or repair of defects in the Customer's piping, fixtures, or appliances in or on the Customer's premises and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.
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RULES AND REGULATIONS – NATURAL GAS SERVICE
GENERAL SERVICE

INSPECTION BY COMPANY	Customer shall permit employees and inspectors of the Company, when properly identified, to enter their premises at reasonable hours to examine the Customer-owned piping, appliances, and other equipment relating to the Company's service and to ascertain connected loads and make necessary tests.
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LIABILITY	The Company shall not be liable for damage to the Customer or to third persons resulting from the use of the service on the Customer's premises or from the presence of the equipment on the Customer's premises.
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WASTAGE OF NATURAL GAS	No billing adjustments will be made for wastage of natural gas that occurs through the Customer's fuel line and downstream of the Company's meter even though wastage may occur without the knowledge of the Customer. Such wastage, if detected by Company, will be reported to the Customer along with necessary recommendations for repair. Wastage of natural gas which occurs through the Company-owned mains and services will not be billed to the Customer. Wastage which occurs as a direct result of negligent damage by the Customer, or a third party, to Company property will be billed to that Customer or person(s) responsible for such damage. "Customer's fuel line" shall mean pipe, including Customer-owned yard lines, on the outlet side of a Company-owned meter.
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INTERRUPTION OF SERVICE	<p>If the service shall be interrupted at any time, the Company shall not be held liable for such interruptions. In such case, the Company shall make every possible effort to restore the service at the earliest moment. Interruptions in service shall not, however, relieve the Customer from any charges for service actually rendered.</p> <p>It is further agreed that the Company shall incur no liability for any failure to furnish natural gas due to fire, the action of the elements, burnouts, broken pipes, accidents, strikes, riots, war, failure of natural gas supply or to any cause beyond the control of the Company, or to acts other than the Company's own willful neglect.</p>
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SERVICE LIMITATION – NOT FOR RESALE	The service furnished is for the sole use of the Customer who shall not sell any of such service to any other person or permit any other person to use the same without written consent to the Company. For the violation of this condition, the Company may, after forty-eight (48) hours written notice, remove its meters and discontinue its service.
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RESERVED FOR FUTURE USE

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CUSTOMER DEPOSITS**

RESIDENTIAL DEPOSIT	<p>The Company may require a cash deposit of Residential Customers who demonstrate credit risk. Demonstrated credit risk is defined as having one disconnection of service during the last year of service, or three (3) or more disconnection notices during the last year of service, or having an undisputed unpaid debt with the Company.</p> <p>If a Residential Customer is unable to pay the full amount of the deposit, at the discretion of the Company, the Residential Customer may pay the deposit in up to four (4) equal monthly installments, or provide a guarantor who has satisfactory credit.</p>
COMMERCIAL DEPOSIT	<p>The Company may require a cash deposit on Commercial Customers that demonstrate credit risk. Demonstrated credit risk is defined as having more than one (1) late payment in the last twelve (12) months or having no prior credit history with the Company.</p>
AMOUNT	<p>The deposit amount shall be equal to one-sixth (1/6) of the estimated annual bill, or an existing deposit may be increased to that level.</p> <p>Customer deposits shall accumulate interest to be calculated annually and paid at an annual rate of simple interest as determined utilizing the U.S. Treasury constant maturities average for the previous twelve (12)-month period beginning October 1 and ending September 30, as published in the <i>Federal Reserve Bulletin</i>.</p>
REFUNDS	<p>Deposits for all Customers will be reviewed annually and refunds made to Customers whose account is current and with no more than one (1) late payment within the past twelve (12) months.</p>
HARDSHIP WAIVER OR SUSPENSION	<p>From time to time and upon no less than one (1)-day notice to the Commission, Company may waive or suspend the customer deposit requirement for a reasonable period of time during periods of Customer extreme hardship in order to avoid disconnection of Customer's natural gas service or to promote additional Customer reconnections.</p> <p>The waiver or suspension of the customer deposit requirement for hardship includes, but is not limited to, deposits required soon after the Cold Weather Rule period expires. The waiver or suspension shall apply to all new customer deposits required during the waiver or suspension period. The customer deposit waiver or suspension may be limited by Company to either Customer class.</p>

RULES AND REGULATIONS – NATURAL GAS SERVICE
BILLING AND PAYMENT

**BILLS,
DUPLICATE
BILLS AND
FAILURE TO
RECEIVE
BILLS**

All bills periodically rendered to Customers for metered services shall be based on actual or estimated readings at local pressure base and shall show in addition to the net dollar amount due, the date on which the current reading was taken, the meter readings at the beginning and end of the period for which the bill is rendered, the date when payment is due, the total consumption expressed in cubic feet or other unit of service recorded by the meter read, and whether the bill is actual or estimated.

Bills may be rendered based on bi-monthly meter readings whereby the Customer's meter will actually be read every other month. In those months where the meter is not actually read, the Customer's bill will be computer or manually-estimated.

If requested by Customer, then the Customer's bills may be delivered to the Customer electronically.

Upon request, the Company shall give the Customer the approximate date on which the Customer should receive a bill each month; and if a bill is not received or is lost, the Company shall, upon request of the Customer, issue a duplicate bill. Failure by a Customer to receive a bill shall not relieve a Customer from paying the amount due, or from complying with the applicable rate schedule and these general service terms and conditions.

DUE DATE

Bills, including all applicable charges for natural gas service, deposits and other charges contained in this tariff are due and payable within twenty (20) days after mailing, either electronically or by U.S. Postal Service. An unpaid bill will not be considered past due until twenty (20) days after mailing by the Company. The due date shall be clearly stated on the face of the bill.

**LATE PAYMENT
PENALTIES**

Late payment penalties are assessed on the past due amount and shall not exceed one percent (1%) per month of the past due amount. The penalty date shall be not less than twenty (20) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. If the penalty date falls on a Saturday, Sunday or Company holiday, it will be extended to the next normal working day before the penalty is assessed.

Paying a part of the bill does not entitle the Customer to escape a proportionate amount of the penalty.

**RULES AND REGULATIONS – NATURAL GAS SERVICE
BILLING AND PAYMENT**

**BUDGET
BILLING PLAN
FOR
RESIDENTIAL
CUSTOMERS**

The Company shall offer to all Residential Customers the Budget Billing Plan, which allows the Customer to pay a more uniform amount per month. Customers may enroll in the program during any month of the year. The Company will recalculate the budget billing amount monthly based on a rolling average of the most recent twelve (12) months' bills. The Customer's budget bill amount will not change unless there is at least a ten percent (10%) difference in the calculated budget bill amount and the previous month's budget bill amount. The Company will notify the Customer of any change to the budget billing amount. The Customer's account will be trued-up after twelve (12) months and any amount owed by the Customer, or owed to the Customer, will be divided by twelve (12) and added or subtracted from the Customer's budget bill for each of the next twelve (12) months. Participation in the Budget Billing Plan would be at the Customer's option and request, and all normal billing and consumption information would be shown on the billing statements in addition to the monthly budget billing payment amount.

Customers who are removed from the Budget Billing Plan for non-payment may not be allowed back on the Plan until their account is current.

Customers may be removed from the Budget Billing Plan at any time at their request.

**AUTOMATIC
BANK
TRANSFER**

Automatic Bank Transfer ("ABT") is available to all Customers with a bank or credit union account. Customer authorizes monthly energy billing to be charged to their checking or savings account electronically. Customers can enroll in ABT through Company website or through the Company contact center. Company may modify or cancel this program without further approval.

**ENERGY
ASSISTANCE
PROGRAMS**

291 N.A.C. § 9.014

Any Residential Customer who asserts inability to pay his or her bill will be informed of a list of energy assistance programs available in the Company's service territory, including the '211' energy assistance phone number, and will provide the list to any Customer who asks for such assistance. The list may include the names, addresses, and phone numbers of known payment assistance programs, including information regarding any bilingual services offered, if known.

RESERVED FOR FUTURE USE

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE**

**NON-PAYMENT
OF BILLS**

Neb. Rev. Stat. §70-1605

Bills for service become delinquent twenty (20) days from date the bill is mailed. In case bills for service become delinquent, the Customer, and any other person or agency designated by the Customer, will be given written notice by first class mail or in person to any Customer whose service is proposed to be disconnected. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. The Customer has at least seven (7) days after notice is sent or given before discontinuance of service. Company holidays and weekends shall be excluded from the seven (7) days.

During the period from November 1 through March 31, provisions of the Cold Weather Rule, Sheets 20 – 21, will be in effect.

**ITEMS TO BE
CONTAINED IN
THE NOTICE OF
DISCONTINUANCE
OF SERVICE**

Neb. Rev. Stat. §70-1606

The notice required above shall contain the following information:

- The reason for the proposed disconnection;
- A statement of intention to disconnect unless the Residential Customer either pays the bill or reaches an agreement with the utility regarding payment of the bill;
- The date upon which service will be disconnected if the domestic subscriber does not take appropriate action;
- The name, address, and telephone number of the utility's employee or department to whom the domestic subscriber may address any inquiry or complaint;
- The domestic subscriber's right, prior to the disconnection date, to request a conference regarding any dispute over such proposed disconnection;
- A statement that the Company may not disconnect service pending the conclusion of the conference;
- A statement to the effect that disconnection may be postponed or prevented upon presentation of a duly-licensed physician's certificate which shall certify that a domestic subscriber or resident within such subscriber's household has an existing illness or handicap which would cause such subscriber or resident to suffer an immediate and serious health hazard by the disconnection of the utility's service to that household. Such certificate shall be filed with the utility within five (5) days of receiving notice under this section and will prevent the disconnection of the utility's service for a period of thirty (30) days from such filing. Only one (1) postponement of disconnection shall be allowed under this subdivision for each incidence of non-payment of any past-due account;

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE**

ITEMS TO BE
CONTAINED IN
THE NOTICE OF
DISCONTINUANCE
OF SERVICE
(Continued)

- The cost that will be borne by the domestic subscriber for restoration of service;
- A statement that the domestic subscriber may arrange with the utility for an installment payment plan;
- A statement to the effect that those domestic subscribers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard; and,
- Any additional information not inconsistent with this section which has received prior approval from the board of directors or administrative board of the Company.

COMPLAINTS
291 N.A.C. § 9.012

Customers' complaints about natural gas service or billing issues should first be made to the Company. The Company must allow complaints to be accepted and processed in a simple manner and form. Every complaint shall be promptly investigated in a fair manner and the results reported to the Complainant. If the report of the investigation is made orally, the Company must provide the Complainant, upon request, a report in writing. If the Company fails to resolve a complaint to the satisfaction of the Complainant, the Company must, upon request, inform Complainant of the availability of the Commission to review the Company's investigation, including the Commission's address and telephone number.

The Company must refrain from suspending or terminating service for non-payment during the pendency of a complaint before the Company or the Commission, unless otherwise provided by the Commission; provided however, that as a condition of continued service during the pendency of such dispute, a Customer must pay the undisputed portions of any bill for service.

DISPUTED BILL –
RESIDENTIAL
CUSTOMERS
291 N.A.C. § 9.013.02

The Company will hear and decide any dispute related to a proposed disconnection of service or any other matter affecting the service to a Residential Customer. The Company will schedule a conference within fourteen (14) days of the Residential Customer's request and before the Company may disconnect service. The employee of the Company, based on the evidence presented at the conference, may affirm, reverse, or modify any prior decision of the Company. The Residential Customer may appeal an adverse decision to a management office designated by the Company, with whom a hearing shall be held, or may file a formal complaint directly with the Commission.

RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE

**TIMING OF
DISCONNECTION**

291 N.A.C. §9.013.04

The Company shall not disconnect natural gas service to a Residential Customer on any Saturday, Sunday, Company holiday, or at any time when the Company's business offices are not open to the public.

**IMMEDIATE AND
SERIOUS HEALTH
HAZARD**

Neb. Rev. Stat. §70-1606(7)

The Company shall postpone the disconnection of natural gas service to a Residential Customer for a period of thirty (30) days from the date of a duly licensed physician's certificate which certifies that an existing illness or handicap of a Residential Customer or resident within such Residential Customer's household would cause such person to suffer an immediate and serious health hazard by the disconnection of service to that household. Only one (1) postponement of disconnection shall be allowed under this provision for each incidence of non-payment of any past-due account.

**DANGEROUS
CONDITIONS FOUND
ON CUSTOMER'S
PREMISES**

In any case where Company has received notice or knows that a dangerous condition exists with respect to the presence or delivery of natural gas on Customer's premises, Company will, without advance notice, refuse to connect if service has not already been connected, or shut off the service, and same shall not be resumed until such dangerous condition has been eliminated. If service is discontinued because the Customer's equipment and/or facilities have caused an unsafe or dangerous condition, a reconnection charge may be required to be paid before service is restored.

**MISUSE OF SERVICE
BY CUSTOMER**

In case natural gas supplied by Company to the Customer is misused or misapplied by the Customer so as to cause unsatisfactory conditions affecting the quality, safety or continuity of service to other Customers, the Company shall, without any advance notice, disconnect the service. If service is required to be discontinued for this cause, a reconnection charge will be required to be paid before service is restored.

**RESELLING OR
DISTRIBUTION OF
SERVICE**

The service furnished is for the sole use of the Customer; Customer shall not sell or redeliver natural gas service to any other person. In case natural gas supplied by Company to the Customer is resold without the consent of the Company, service shall be discontinued. If service is required to be discontinued for this cause, a reconnection charge will be required to be paid before service is restored.

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE**

NON-COMPLIANCE OF RULES AND REGULATIONS

All service furnished to Customer shall be in accordance with these general rules, regulations, terms and conditions, and in case a Customer fails to conform to such rules, the Company will discontinue and/or disconnect service unless within such time conditions complained of are remedied. Such notice shall specify the cause of the default and the Company shall cooperate with the Customer in suggesting the proper remedy. If service is so discontinued and/or disconnected, a reconnection charge will be required to be paid before service is restored.

TAMPERING WITH AND CARE OF COMPANY'S PROPERTY

No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of the Company on or about the Customer's premises. If at any time the Company shall find that a meter, piping, or equipment, or parts thereof, or other instruments used in furnishing service to the Customer has been tampered with by anyone except an agent of Company or one otherwise lawfully entitled to do so, it shall be considered sufficient cause for immediate discontinuance of service by Company. If service is so discontinued, a reconnection charge will be required to be paid before service is restored. A broken or absent meter seal alone shall not constitute tampering.

ENERGY DIVERSION – THEFT OF SERVICE

If any device is found installed on Customer's premises which prevents the meter from accurately recording consumption or bypasses the meter, such device and meter shall be removed for safety reasons without prior notice to the Customer.

The Company will calculate the amount of natural gas consumed, but not properly registered, and bill the Customer for the estimated natural gas, the Company labor and material costs for the damaged Company property.

Prior notice of disconnection is not required when Company:

- Determines that immediate shut off is imperative for health or safety reasons;
- Is ordered by governmental authority having jurisdiction due to alleged Customer violations of ordinances, statutes or regulations covering utility service; and,
- Determines that service discontinued in accordance with these rules has been restored by someone other than the Company, and the original cause for the discontinuance has not been cured. The Company may remove the meter and leave notice for the Customer.

RESERVED FOR FUTURE USE

RULES AND REGULATIONS – NATURAL GAS SERVICE
COLD WEATHER RULE

AVAILABILITY	The provisions of the Cold Weather Rule allow for special payment and disconnection procedures for any Residential Customer with unpaid arrearage to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.
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RESIDENTIAL WINTER DISCONNECTION	The Company shall not disconnect a Residential Customer's service between November 1 and March 31 without adding to the time for payment of a bill an additional thirty (30) days before disconnection. A Residential Customer may avoid disconnection by meeting the requirements of the Cold Weather Rule.
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CUSTOMER RESPONSIBILITY	<p>To avoid disconnection or have service restored under the Cold Weather Rule, the Residential Customer shall:</p> <ol style="list-style-type: none">(1) Inform the Company of the Customer's inability to pay the bill in full;(2) Give sufficient information to allow the Company to arrange a payment agreement;(3) Make an initial payment of one-fourth (1/4) of the total arrearage, plus the bill for consumption during the most recent billing period for which service was provided, plus any required reconnection fee or deposit;(4) Apply for federal, state, local or other funds which the Customer is eligible;(5) Enter into a three (3)-month level payment plan covering the remaining utility balance plus the current monthly bills;(6) Not illegally divert (bypass meter) utility service; and,(7) Not default on a payment plan.
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ILLEGAL DIVERSION OF SERVICE	If the Company documents that the Residential Customer has diverted service (bypassed meter) and has benefited from such diversion, the diversion will be treated as "Theft of Service" (Sheet 18), and the Customer shall be deemed to be in breach of the Customer Responsibility tariff requirements. Such breach may be cured with payment by the Customer for the amount billed for the estimated natural gas consumed and all other expenses incurred by the Company in accordance with Sheet 18, along with any additional past due balances.
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RULES AND REGULATIONS – NATURAL GAS SERVICE
COLD WEATHER RULE

**DEFAULTED
PAYMENT
ARRANGEMENT**

Any Residential Customer who has defaulted in the most recent cold weather period, and remains in default, has breached the requirements of the Cold Weather Rule. The Customer will not be offered another payment arrangement until the default is cured. If the Customer defaults on their payment plan, the Company may disconnect service after providing the requisite notice.

The Customer shall renegotiate Cold Weather Rule payments if they receive utility or other lump sum assistance.

**COMPANY
RESPONSIBILITY**

291 N.A.C. §9.013.05 and
291 N.A.C. §9.013.05A

The Company shall notify each active Residential Customer of the Cold Weather Rule once a year at least thirty (30) days prior to the Cold Weather Rule period.

In addition to the notice provisions before disconnection in Neb. Rev. Stat. § 70-1605, the Company will not disconnect a Residential Customer's service from November 1 to March 31 without adding to the time for payment of a bill an additional thirty (30) days before disconnecting that service, and the Company shall notify the Residential Customer before the normal disconnection date that the Residential Customer has such additional 30 days until disconnection

The Company will comply with any temporary bans on disconnection issued by the Commission.

**LOW INCOME
RESIDENTIAL
CUSTOMER
(LIHEAP)**

If a Residential Customer has been certified as eligible for state-funded low income home energy assistance and has communicated such eligibility to the Company and has provided acceptable documentation to the Company within a reasonable time, then no disconnection shall occur during the cold weather period.

RESERVED FOR FUTURE USE

**RULES AND REGULATIONS – NATURAL GAS SERVICE
MEASUREMENT AND QUALITY**

METER
TESTING

291 N.A.C. § 9.017.07

Upon request by a Customer, the Company shall test the Customer's natural gas meter as soon as reasonably possible after receipt of the request. If a Customer requests the Company to test their meter more than once in a two (2)-year period, the Company will require a meter test charge based on time and materials. The Company's inspection and meter testing program provides a two percent (2%) tolerance for determining whether a meter is considered accurate under this section. If the meter is found to be outside of the two percent (2%) error tolerance, the charge for meter testing will be refunded to the Customer. The Company shall give the Customer or a representative of the Customer the opportunity to be present while the test is conducted. A written report of the test shall be provided to the Customer.

ADJUSTMENT
OF
MEASUREMENT
FACTORS

291 N.A.C. § 9.017.09

Fast Meters: Whenever a metering installation is tested and found to have over-registered more than two percent (2%), the Company shall credit to the ratepayer the overcharge. This credit shall be for the entire time period that the meter was malfunctioning.

Slow Meters: When a meter is found to be more than two percent (2%) slow, the Company will bill the Customer based on the corrected meter reading for a period equal to one-half (1/2) of the time elapsed since the most recent test, but not to exceed twelve (12) months.

Non-Registering Meters: When the amount of natural gas consumed cannot be determined by test because of failure of part or all the metering equipment, the Company will charge the Customer for the estimated amount of natural gas used, not to exceed six (6) months. Estimated bills will be based upon prior usage, adjusted for weather conditions, number of days in the applicable billing cycle, and other known and reasonable factors.

Other Measurement Errors: When a Customer has been overcharged or undercharged as a result of an incorrect reading of the meter, incorrect application of a utility tariff, incorrect connection of the meter, application of an incorrect multiplier or constant or other similar reason, the overcharge shall be credited to the Customer or the undercharge may be billed to the Customer. Any refund or credit shall cover the entire period that the account was overcharged. Any charge shall not exceed twelve (12) months.

**RULES AND REGULATIONS – NATURAL GAS SERVICE
EMERGENCY CURTAILMENT**

DEFINITION OF EMERGENCY An Emergency for purposes of determining curtailment or limitation of service shall be any of the following:

- Curtailment or limitation order from an interstate or intrastate pipeline providing natural gas transportation for any reason, including system constraints, to Customers and/or communities served by Company;
- System capacity constraints on any of Company’s local distribution facilities;
- Periods of flow limitation for repair and/or maintenance of Company’s facilities; or
- Force Majeure, defined as acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause, whether the kind herein enumerated or otherwise, not within control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

PRIORITY In the event of an Emergency, Company is entitled to curtail or limit the use of natural gas to Customers. Interruptible Customers’ supplies shall be curtailed or limited before Firm Service Customers. Company shall have the sole discretion regarding the order or schedule of curtailment or limitation of Interruptible Customers.

If conditions of an Emergency require that Company deems it must curtail or limit Customers, such curtailment shall, to the extent possible, be in order of the following categories:

Category 5: Agricultural, High Volume Sales, and Commercial interruptible Customers

Category 4: High Volume Transportation and Energy Options Program Customers, if required to maintain operational integrity

Category 3: Commercial firm Customers, excluding hospitals, institutions and schools

Category 2: Hospitals, institutions and schools with firm natural gas supply

Category 1: Residential Customers

RULES AND REGULATIONS – NATURAL GAS SERVICE
EMERGENCY CURTAILMENT

CURTAILMENT CONTACT	<p>Upon request, Customers shall provide Company with updated information for contacts to be called in the event of curtailment or limitation. It is Customer's affirmative obligation to insure that its current contact information is on file with the Company. Company is not responsible or liable for any Customer contact information that is out-of-date or incorrect.</p> <p>In the event of an Emergency, Company will notify the Customer contacts regarding the start of curtailment or limitation, and an estimate of the duration if that information is available.</p> <p>In order to maintain operational integrity of all or part of its natural gas distribution system necessary to serve high-priority Customers during an Emergency, Company may, at its sole discretion, require any Customer to curtail or limit natural gas usage until the Emergency abates.</p>
FAILURE TO CURTAIL	<p>Customers will be liable for all natural gas usage and/or penalties for natural gas usage during a period of curtailment or limitation.</p> <p>If Customers are unable to curtail or limit natural gas usage at its facility when called upon by Company to do so, Company has the right to turn off Customer's natural gas service in order to preserve service to higher-priority Customers.</p>
CUSTOMER-OWNED NATURAL GAS SUPPLIES	<p>Company generally will not curtail or limit delivery of Customer-owned natural gas supplies on its local distribution system which are scheduled and confirmed, with verifiable evidence, to its interconnect with the interstate pipeline (Town Border Station), unless, in Company's sole judgment, it is necessary in order to maintain operational integrity of all or part of its natural gas distribution system to serve Category 1 Customers, or Company does not have the physical ability, in its sole judgment, to deliver such supplies.</p> <p>When conditions exist that threaten the preservation of service to Category 1 Customers, Company shall have the authority but shall not be required to purchase at index plus five percent (5%), all or a portion of a Transportation Service Customer's natural gas supply.</p> <p>In order to maintain operational integrity of Company's distribution systems, all Marketers, shippers or brokers of Customer-owned natural gas supplies shall notify Company's Gas Supply Department of any curtailment or limitation of its Customers on the same day for which it is to occur.</p>
LIABILITY	<p>In the event of natural gas service curtailment or limitation, Company will not be liable for any loss or damages, including, but not limited to, direct, indirect, special, consequential, incidental, exemplary or punitive damages (including any damages to Customer's facilities, loss of production or profits).</p>

**RULES AND REGULATIONS – NATURAL GAS SERVICE
LINE EXTENSIONS**

**EXTENSION
OF MAIN AND
SERVICE
LINES**

Company will extend natural gas mains and install service lines for new full-service Residential and Commercial Customers or for developers or builder(s) on behalf of new Customers based on a project economic feasibility study. The study generally compares anticipated margins from the new Customer(s) with the estimated construction and operating costs to serve these Customers.

Full-service Customers utilize a natural gas furnace for primary space heating and natural gas water heating. Company will invest capital needed to serve each new full-service Customer at no less than the lower of the actual cost, or the Company's statewide average investment in net plant per Customer.

Partial-service Customers are those Customers who request natural gas service of a temporary or limited nature (i.e. fireplace, pool heater, cooking). Such Customers, may be charged an additional amount based on Company's investment that includes the costs for required natural gas mains, services and meters. The additional amount to be charged to partial-service Customers may vary depending upon the level of revenue to be received by Company from the estimated natural gas usage compared to the actual costs to furnish natural gas service to those partial-service Customers.

If a property developer, builder, and/or Customer is required to contribute to the investment to extend natural gas service, then that Contribution in Aid of Construction (CIAC) shall be paid in advance by the property developer, builder(s), and/or new Customers(s).

Unless agreed otherwise by Company, such contributions are non-refundable. However, under limited circumstances, where future growth is reasonably certain, a portion of the contribution applicable to main extensions may be refundable based on actual growth of new Customers realized. Property developer, builder(s), and/or Customers who make a refundable contribution to the main or service line extension, may be entitled to a pro rata share of refund of those advances. Any such refund will be computed as subsequent Customer connections are completed based on feasibility studies. Any refundable contribution arrangement agreed to by Company shall be evidenced in writing at the time of the initial prior contribution and shall not be for a term beyond five (5) years.

**RULES AND REGULATIONS – NATURAL GAS SERVICE
LINE EXTENSIONS**

**PROJECT
FEASIBILITY**

Project feasibility shall be determined by using current operating and construction costs, projected revenues and any related income tax impacts of the specific project. The projected rate of return will be determined by the Company. Any projected return deficiency will require an offsetting contribution to assure the project will not cause existing Customers to subsidize new Customers. The project feasibility study will determine whether the investment to serve can be incurred without additional charges to the Customer, subject to the statewide average investment per Customer referred to above.

RESERVED FOR FUTURE USE

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CHARGES TO BE PAID BY CUSTOMER**

TURN ON CHARGE (CONNECTION)	A turn on charge shall be charged by the Company for the connection of service: <u>Fixed Service Charges</u> <ul style="list-style-type: none">• During normal working hours – 8:00 a.m. - 5:00 p.m. Central Time Monday through Friday, except for Company holidays: \$ 26.00• Outside of normal working hours: \$100.00
RECONNECTION CHARGE	In the event of service being disconnected for non-payment or any other reason stated within this tariff, a Reconnection Charge by the Company for reconnection of service: <u>Fixed Service Charges</u> <ul style="list-style-type: none">• During normal working hours – 8:00 a.m. - 5:00 p.m. Central Time Monday through Friday, except for Company holidays: \$ 30.00• Outside of normal working hours: \$100.00
NON-SUFFICIENT FUNDS CHARGE	The Company may require a returned check charge of \$20.00 from the Customer for Customer checks returned for non-sufficient funds.
RESIDENTIAL METER MOVE AND REINSTALLATION CHARGE	Upon a Residential Customer's request to have a meter moved, the Company will charge a residential meter move and reinstallation charge of \$450.00.
COMMERCIAL METER MOVE AND REINSTALLATION CHARGE	Upon a Non-Residential Customer's request to have the meter moved, the Company will charge a commercial meter move and reinstallation charge. This charge will be based on time and materials.
METER TEST CHARGE	Upon Customer's request to have a meter tested, Company may charge time and materials based on Company's determination of meter test history and billing inquiries.
TEMPORARY METER CHARGE	Should the Company be required to set a temporary meter, the Company will charge the Customer a temporary meter charge of \$100.00.
SEASONAL DISCONNECTIONS 291 N.A.C. § 9.021.1	Seasonal disconnection charges shall not be permitted. The Company will charge a turn-on charge (reconnection charge) equal to those charged to any other ratepayer receiving service.

**RATES – NATURAL GAS SERVICE
TRADITIONAL SALES SERVICE (TSS)**

AVAILABILITY	Service under this rate schedule is available only to Residential and Commercial Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, and Three.
APPLICABILITY AND CHARACTER OF SERVICE	This rate schedule shall apply to firm natural gas service for Customers whose normal requirements do not exceed five hundred (500) Therms on a peak day and such service normally shall not be subject to interruption, but will be subject to Emergency curtailment, Sheets 24 to 25.
RATE	The Customer's monthly bill shall be the sum of the following components: <ol style="list-style-type: none">1. Basic Monthly Charge:<ol style="list-style-type: none">A. Residential \$13.50 per meterB. Commercial \$18.50 per meter2. Delivery Charge (Base Rate):<ol style="list-style-type: none">A. Residential \$0.19500 per ThermB. Commercial \$0.17245 per Therm3. Purchased Gas Cost: The rates above are subject to Purchased Gas Cost Adjustment (PGA and GCR), Sheet 49.4. Pipeline Replacement Charge: A per meter charge as detailed on Sheet 51.
MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.
DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.
LATE PAYMENT CHARGE	One percent (1%) of balance not paid on or before due date.
FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.
TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
TERMS AND CONDITIONS	The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

**RATES – NATURAL GAS SERVICE
ANNUAL PRICE OPTION SALES SERVICE (APO)**

AVAILABILITY Service under this optional rate schedule is available only to any Residential Customer located in Company's service territory who has elected this service for the twelve (12)-month period. Availability under this program is limited to a prescribed number of Residential Customers in each of Company's Rate Areas One, Two and Three on a first-come, first-served basis. The program will be limited to those Customers receiving verification of their election from Company.

APPLICABILITY AND CHARACTER OF SERVICE The program's twelve (12)-month period is from November 1 through October 31. This rate schedule shall apply to firm natural gas service for Customers whose normal requirements do not exceed five hundred (500) Therms on a peak day and such service normally shall not be subject to curtailment or interruption, but will be subject to Emergency curtailment, Sheets 24 to 25. The rate per Therm for the delivered commodity cost of natural gas, including upstream pipeline cost, (PGA) shall be held constant during the twelve (12) months beginning November 1 and ending October 31 of the following year.

RATE The Customer's monthly bill shall be the sum of the following components:

1. Basic Monthly Charge \$13.50 per meter
2. Delivery Charge (Base Rate) \$0.19500 per Therm
3. Purchased Gas Cost: The rates above are subject to annual Purchased Gas Cost Adjustment (PGA and GCR), Sheet 50.
4. Pipeline Replacement Charge: A per meter charge as detailed on Sheet 51.

The Basic Monthly Charge and Delivery Charge may change during a program year if approved by the Commission as a part of a separate rate application.

MINIMUM BILL Minimum monthly bill shall be the Basic Monthly Charge.

COST OF NATURAL GAS The PGA, as defined in Sheet 46, will be shown as a separate component on the Customer's bill and shall remain fixed for the twelve (12) months beginning November 1 and ending October 31 of the following year.

The Gas Cost Reconciliation factor (GCR), as computed in Sheet 47, will also be shown as a separate component on the bill.

DUE DATE Bills will be due twenty (20) days after Company's Mailing Date.

LATE PAYMENT CHARGE One percent (1%) of balance not paid on or before due date.

RATES – NATURAL GAS SERVICE
ANNUAL PRICE OPTION SALES SERVICE (APO)

FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.
TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
CUSTOMER EDUCATION SURCHARGE	A surcharge for Residential Customer education, promotion, and other expenses associated with Company's Annual Price Option Program may be shown as a separate component on the bill. The Customer Education Surcharge shall be computed once annually, based on actual expense incurred, and collected from all Residential Customers.
TIMING	The PGA shall be determined on or before July 1 of each year. The GCR will be determined on or before October 1 of each year as part of the Annual Gas Cost Reconciliation. Both the PGA and GCR will be effectuated on November 1 of each year.
TERMINATION	The Annual Price Option Program may be cancelled at the sole discretion of the Company subject only to any further abandonment approval required by the Company from the Commission. Any over (under) GCR balance attributed to this program at the time of termination will be added to the General Service GCR for the following year, or will be dissolved through any other mutually accepted mechanism adopted by the Company.
TERMS AND CONDITIONS	The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

**RATES – NATURAL GAS SERVICE
ECONOMIC DEVELOPMENT SALES SERVICE (ED)**

AVAILABILITY	This rate schedule is available to any Non-Residential Customer using natural gas as a fuel for business vehicles, and to any new developing residential subdivision, new or expanding Commercial Customer that will increase the use of Company's existing infrastructure and resources and provide strategic community growth or economic development.
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APPLICABILITY AND CHARACTER OF SERVICE	This rate is applicable at Company's discretion to Customers using natural gas as their primary energy source for space heating, water heating, processing, or vehicle fuel. In the alternative, to avail its service to Customers in the targeted community, Company may, for documented reasons, adjust the factors in its feasibility study for the subdivision to reflect no less than the incremental costs of adding those Customers.
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RATE	The Customer's monthly bill shall be the sum of the following components: <ol style="list-style-type: none">1. Basic Monthly Charge:<ol style="list-style-type: none">A. Residential \$13.50 per meterB. Commercial \$18.50 per meter2. Delivery Charge (Base Rate): Minimum: Fifty percent (50%) of the current Base Rate per Therm, Sheet 32 Maximum: The current Base Rate per Therm, Sheet 323. Purchased Gas Cost: The rates above are subject to Purchased Gas Cost Adjustment (PGA and GCR), Sheet 49.4. Pipeline Replacement Charge: A per meter charge as detailed on Sheet 51.
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MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.
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DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.
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LATE PAYMENT CHARGE	One percent (1%) of balance not paid on or before due date.
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FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.
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TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
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RATES – NATURAL GAS SERVICE
ECONOMIC DEVELOPMENT SALES SERVICE (ED)

EFFECTIVE PERIOD	Customers receiving service under this rate schedule will be increased to fifty percent (50%) of the difference between the Base Rate and the Economic Development Rate at the end of the first year, and the remaining fifty percent (50%) or difference in the current base rate at the end of the second year. At no time should the Economic Development Rate stay in effect longer than two (2) years.
TERMS AND CONDITIONS	The General Terms and Conditions contained in this tariff shall apply to this rate schedule.
RATE CASE PROCEDURE	Any difference between Company's full service Delivery Charge and the Economic Development Delivery Charge may be imputed as revenue for rate-setting purposes in future rate proceedings such that no portion of any such difference will be collected from Jurisdictional Customers other than Customers to whom the Economic Development Delivery Charge is offered.

**RATES – NATURAL GAS SERVICE
ENERGY OPTIONS PROGRAM TRANSPORTATION SERVICE (EO)**

AVAILABILITY The Energy Options Program is available for the delivery of natural gas owned by the Customer from Company's Town Border Station(s) to a meter location on the Customer's premise. An Energy Options Customer must sign a contract with a CNGP participating in Company's Energy Options Program. An Energy Options Marketer's participation in Company's Energy Options Program is conditioned on the Marketer's compliance with the following requirements:

1. Providing Company with a copy of its approved CNGP certificate from the Commission, and
2. Entering into a "Marketer Agreement" setting forth non-discriminatory operating conditions and related requirements, rights, obligations and agreements, applied by Company without preference to any Marketer or Company affiliate.

Company reserves the unilateral right to alter or amend or revise the requirements under this Energy Options tariff or its Marketer Agreement, subject to Commission approval.

Availability of local natural gas transportation services under the Energy Options Program is subject to system operational considerations. This Energy Options Program is not available to Residential Customers of Company.

APPLICABILITY AND CHARACTER OF SERVICE This Rate Schedule shall apply to Commercial or Small Industrial Firm Customers whose natural gas transportation requirements are less than five hundred (500) Therms per day as determined by average daily consumption. Energy Options service is normally not subject to interruption, but will be subject to Emergency curtailment, Sheets 24 to 25.

RATE The Customer's monthly bill shall be the sum of the following components:

1. Basic Monthly Charge: \$18.50 per meter
2. Delivery Charge (Base Rate): \$0.17245 per Therm
3. L&U: Lost & Unaccounted for gas shall be charged in the same manner that Sales Service Customers are charged.
4. Pipeline Replacement Charge: A per meter charge as detailed on Sheet 51.

RATES – NATURAL GAS SERVICE
ENERGY OPTIONS PROGRAM TRANSPORTATION SERVICE (EO)

MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.
ADJUSTMENT FOR PURCHASED GAS OR OTHER TRANSPORTATION SERVICES	Customer is billed only for the Customer Charge, Transportation Charge, L&U Factor, and Marketer's commodity charge (where applicable); Marketer is billed for all other transportation services and charges.
DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.
LATE PAYMENT CHARGE	One percent (1%) of balance not paid on or before due date.
FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.
TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
TERMINATION	Customer or Marketer must advise Company sixty (60) days in advance, in writing, when it wishes to terminate services under the Energy Options Program. Subject to Commission approval, the EO rate schedule and program may be terminated by Company.
TERMS AND CONDITIONS	The General Terms and Conditions contained in this tariff shall apply to this rate schedule.

NON-JURISDICTIONAL HIGH VOLUME SALES OR TRANSPORTATION SERVICE

AVAILABILITY Service under this class of service is available only to High Volume Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, and Three.

APPLICABILITY AND CHARACTER OF SERVICE This natural gas service is subject to Nebraska Revised Statutes § 66-1802 and 66-1810(1), and applies to Customers whose normal requirements equal or exceed five hundred (500) Therms per day.

High Volume Customer sales or transportation shall be subject to interruption and curtailment under service contracts provided by Company. High-volume Customer service is without regard to any other rates, tolls, tariffs, or charges the Company may have filed with the Commission.

RULES AND REGULATIONS
FARM TAPS

CONDITIONS OF SERVICE

- A. Farm Tap customers, defined on Sheet No. 2, must operate and comply with all applicable rules and regulations of the Commission and/or any Federal Regulations, as well as applicable conditions for new service.
- B. Any fuel line or yard line, defined as the portion of the customer-owned piping that connects the outlet of the interstate pipeline regulator station to the residential or commercial premise must be tested regularly to confirm the line meets DOT pipeline safety standards.
- C. Continued natural gas service from farm taps is conditioned upon the following criteria:
- The fuel lines must pass a Maximum Allowable Operating Pressure (“MAOP”) test,
 - The line must be constructed of materials that meet Company’s approved safety standards and O&M requirements approved by the Commission.
 - The line must be locatable.
 - Company must be able to access the line on the customer’s property.
 - If the line runs across properties owned by persons other than the customer, the customer must have the necessary property rights, easements or contractual authority for Company to enter onto those other parcels to allow Company access to its equipment and the service line.
- D. If the customer-owned facilities do not meet DOT safety regulations, or if, in the Company’s sole opinion, any condition exists that is determined to be dangerous to life or property, the Company may discontinue service.
- E. Customer shall grant Company the right of ingress or egress to Customer’s premises for any and all purposes associated with natural gas service or the exercise of any and all rights under the tariff. Customer authorizes Company representatives to enter Customer premises to inspect, test, maintain, repair or remove any Customer lines, service any odorization equipment, and read any installed meters.
- F. If Customer’s fuel line runs across another landowner’s property, Customer must obtain an easement to allow Company to access all Company-owned property.

SERVICE LINE REPLACEMENT

In the event Customer’s fuel or yard line does not comply with DOT testing standards, Company will replace and own the service line.

Company shall install any replacement lines along the most direct route reasonably possible between the tap at the interstate pipeline and Customer’s existing usage location. Company shall install a meter at or near Customer’s premise if one if not already present.

Company may purchase existing lines under the following conditions: (a) the line must meet all Conditions of Service; (b) the line must have been installed or replaced since September 1, 2007; (c) Customer must provide documentation to prove the date the existing line was installed or replaced and Customer’s installation cost. Company may assume control of older lines if they meet the safety criteria. Company shall acquire lines at the Customer’s installation cost less four (4) percent per year depreciation.

RULES AND REGULATIONS
FARM TAPS

COST RECOVERY	Company shall recover the costs of testing, line replacements and acquisitions through a pro forma surcharge mechanism. Company shall file an implementation plan and annual report, as well as a final report at the conclusion of the safety testing and replacement program.
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TESTING AND REPLACEMENT SURCHARGE	All jurisdictional rate schedules are subject to a monthly surcharge designed to collect eligible farm tap testing and replacement costs as defined herein. Company shall collect eligible costs projected for the period September 1, 2017 through August 31, 2018 through the mechanism based on the revenue requirement of those costs divided by the average number of customer bills for that 12-month period. The surcharge will be recalculated and adjusted as of September 1, 2019 and 2020. The surcharge average for all jurisdictional customers will not exceed \$0.10 for year one, \$0.18 for year two, and \$0.25 for year three.
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In year one, the surcharge for each class will be:

- Residential: \$.09 per month
 - Commercial and Industrial: \$.21 per month
 - Energy Options Firm: \$.38 per month
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ANNUAL APPLICATION REQUIREMENTS	Each proposed revision in the surcharge shall be accomplished by filing an application before August 1 of each year to take effect September 1 (the "Annual Application"). Annual Applications shall contain the following items: <ol style="list-style-type: none">a) Pertinent information and supporting data related to the eligible costs, including, at a minimum, project description and scope, project costs, and projected in-service dates for the projects budgeted to be completed in the upcoming twelve months;b) Details supporting the project costs incurred during the previous twelve (12) months, including an explanation of how the project costs were managed and any deviations between budgeted and actual costs;c) The calculation of the surcharge true-up amount, if any; and,d) The calculation of the deferred surcharge balance, if any.
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ELIGIBLE COSTS	The cost recovery mechanism may include the following costs: line replacements of existing lines running from the interstate transmission line tap to the Customer's premise and outbuildings; acquisitions of existing lines installed since September 1, 2007 at the customer's installation cost, less four (4) percent per year depreciation; and MAOP testing costs.
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RULES AND REGULATIONS
FARM TAPS

LIABILITY During the time period when Company performs testing and replaces or acquires farm tap fuel lines, the liability provisions in Sheet No. 8, Customer Piping and Appliances and General Service items on Sheet No. 9 shall apply. When Company replaces a Customer-owned line, Company ownership shall begin when the line is placed in service. When Company acquires a Customer-owned line, Company ownership shall begin when the Customer signs a bill of sale and Company provides payment for the line. The Company shall not be liable for property damage injuries caused by Customer-owned yard or fuel lines until Company accepts ownership of the line.

RECONCILIATION Company will track the amount of over or under recovery by year, and the balance of the over/under recovery account will be included as an adjustment to the following year's surcharge amounts. At the conclusion of the three-year period, any remaining over/under recoveries to be reconciled in Company's next rate case.

RESERVED FOR FUTURE USE

COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA) - TRADITIONAL SALES SERVICE

PURCHASED COST OF GAS For purposes of calculating the monthly gas purchase price per Therm (PGA), costs shall include, but are not limited to, upstream pipeline capacity, interstate pipeline transition charges, interstate pipeline or supplier refunds, wholesale commodity cost and pipeline commodity transportation fuel.

The monthly PGA factor per Therm shall be shown on the bill as a separate line item.

COMPUTATION In addition to the base rates in effect for Residential and Commercial service, a charge per Therm shall be added for the monthly average cost of purchased gas. The monthly charge per Therm shall be calculated as follows:

$$\text{PGA} = \frac{\text{G} - \text{R}}{\text{S}}$$

Where:

PGA = Monthly estimated purchased gas cost factor per Therm.

G = The annualized estimated delivered costs, including L&U, for natural gas purchased for resale, based on prices in effect for the current month.

R = The annualized amount of any refunds received from any gas suppliers or interstate pipeline.

S = Estimated annual firm sales volumes (Therms).

ANNUAL GAS COST RECONCILIATION Annually, on or before October 1, Company shall compute a "Gas Cost Reconciliation Factor" (GCR). The computation will compare the actual cost of gas purchased (including propane) with actual billed revenue arising from the components of retail rates, which are attributable to the cost of gas purchased. Each such comparison shall be for the year ended the immediately preceding June 30. The computation will specify a reconciliation rate adjustment to become effective November 1. This GCR adjustment will correct for any difference between gas cost incurred on behalf of the traditional sales Customer and gas cost recovered for the reconciliation year ended June 30, and will correct for the previous year's reconciliation adjustment.

COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA) - TRADITIONAL SALES SERVICE

ANNUAL GAS COST RECONCILIATION (Continued)

$$\text{GCR} = \frac{\text{P} - \text{BR} + \text{D} - \text{CB}}{\text{S}}$$

Where:

P = Actual annual cost of all gas cost components described in Purchased Cost of Gas, Sheet 44.

BR = Annual billed revenue for the reconciling period described in Sheet 44.

S = Estimated annual sales volumes (Therms) for the PGA Customers.

D = Annual bad debt component as allowed in Docket No. NG-004.1.

CB = Annual Retail Service Credit, Sheet 48.

The GCR factor per Therm shall be shown as a separate line item on the Customer's monthly bill.

COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA) - ANNUAL PRICE OPTION SALES
SERVICE

ANNUAL PRICE OPTION COST OF GAS The rate per Therm for the Annual Price Option cost of gas shall remain constant during the twelve (12) month period beginning November 1 and ending October 31 of the following year. The Annual Price Option (APO) shall be calculated on a per Therm basis and shall include, but not limited to, upstream pipeline capacity, interstate pipeline transition charges, interstate pipeline and supplier refunds, estimated wholesale commodity cost, pipeline commodity transportation, and fuel.

The APO shall be shown on the Customer's bill as a separate line item labeled "PGA".

COMPUTATION In addition to the base rates in effect for Residential and Commercial Service, a charge per Therm shall be added for the monthly usage of natural gas. The APO charge per Therm shall be calculated as follows:

$$\text{APO} = \frac{\text{G} - \text{R}}{\text{S}} \text{ (Shown as "PGA" on Customer's bill)}$$

Where:

APO = Annual Price Option gas cost factor per Therm.

G = The estimated annualized estimated delivered costs, including L&U for natural gas purchased for resale, based on price projections for the twelve (12) month period.

R = The annualized amount of any refunds received from any gas suppliers or interstate pipeline.

S = Estimated annual firm sales volumes (Therms).

COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA) - ANNUAL PRICE OPTION SALES
SERVICE

ANNUAL GAS
COST
RECONCILIATION

Annually, on or before October 1, Company shall compute a "Gas Cost Reconciliation Factor" (GCR). The computation will compare the actual cost of gas purchased (including propane) with actual billed revenue arising from the components of retail rates, which are attributable to the cost of gas purchased. Each such comparison shall be for the year ended the immediately preceding June 30. The computation will specify a reconciliation rate adjustment to become effective November 1. This GCR adjustment will correct for any difference between gas cost incurred on behalf of the APO Customers and gas cost recovered for the reconciliation year ended June 30 and will correct for the previous year's reconciliation adjustment.

$$GCR = \frac{P - BR + D - CB}{S}$$

Where:

P = Actual annual cost of all gas cost components described in Annual Price Option Cost of Gas, Sheet 46, purchased on behalf of APO Customers.

BR = Annual billed revenue for the reconciling period described above.

D = Annual bad debt component as allowed in Docket No. NG-004.1.

S = Estimated annual sales volume (Therms) for APO Customers.

CB = Annual Retail Service Credit, Sheet 48.

**COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA) - OTHER**

NON-
REGULATED
RETAIL
SERVICES
CREDIT

Black Hills from time to time may offer Daily Balancing Services and/or Monthly Cash-Out Services to Marketers and telemetry-equipped Large Volume End-Users in Nebraska. The Daily Balancing Service is an optional negotiated contract service designed to minimize a Customer's exposure to daily imbalance penalties. The Monthly Cash-Out Service is an optional negotiated contract service designed to minimize a Customer's exposure to monthly cash-out imbalance penalties.

Annually, on or before October 1, Company shall file a report with the Commission detailing the gross revenues received from each Customer under contract receiving the Daily Balancing Service and/or Monthly Cash-Out Service, and a detailed list of actually-incurred expenses associated with such services. The report shall be for the year ended the immediately preceding June 30. Any net income received from the contracted services will be evenly shared with Company's Jurisdictional Nebraska Customers and with Company as non-Jurisdictional revenues. Any net loss received from the contracted services may be carried forward by Company and offset against any future income that may occur from providing the services. In no case will any portion of a net loss be charged to Jurisdictional Customers in Nebraska.

Fifty percent (50%) of the net income derived from the Non-Regulated Retail Services shall be included as a credit to the Annual Gas Cost Reconciliation through the component Annual Retail Service Credit (CB) Sheets 45 and 47.

BAD DEBT
CURRENTLY
COLLECTED IN
RATES

The bad debt component "D" is computed annually, and is the difference between the gas purchased component of actual net write-offs and the gas purchased component collected in the PGA, plus or minus any over or under-collection of the previous years' write-offs.

REMAINING
GCR BALANCE

Any GCR remaining balances at the end of a twelve (12)-month amortization period shall remain with Customers electing the APO for the ensuing twelve (12)-month period. Similarly, any remaining balance in the GCR attributed to traditional sales Customers shall remain with traditional sales Customers. Pro rata adjustments to the GCR balance will be made to reflect the migration of Customers between the APO Program and Traditional Sales Service.

**COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA)
CURRENT GAS COST ADJUSTMENT FACTORS – TSS**

As provided in the Gas Cost Adjustment Clause, the following adjustments(s) will be made to the applicable Traditional Sales Service rate schedules:

Monthly GCA Factors Effective October 1, 2019 through October 31, 2019:

	(a) Gas Cost Component (\$/Therm)	(b) Gas Cost Reconciliation (\$/Therm)	(c) Refunds (\$/Therm)	(a)+(b)+(c) Total GCA (\$/Therm)
RATE AREA ONE	\$ 0.32817	\$0.00063	\$ 0.00000	\$ 0.32880
RATE AREA TWO	\$ 0.32817	\$0.00063	\$ 0.00000	\$ 0.32880
RATE AREA THREE	\$ 0.32817	\$0.00063	\$ 0.00000	\$ 0.32880

**COST RECOVERY MECHANISMS
PURCHASED GAS COST ADJUSTMENT (PGA)
CURRENT GAS COST ADJUSTMENT FACTORS – APO**

As provided in the Gas Cost Adjustment Clause, the following adjustments(s) will be made to the applicable Annual Price Option Sales Service rate schedules:

Annual GCA Factors Effective November 1, 2018 through October 31, 2019:

	(a) Gas Cost Component (\$/Therm)	(b) Gas Cost Reconciliation (\$/Therm)	(c) Refunds (\$/Therm)	(a)+(b)+(c) Total GCA (\$/Therm)
RATE AREA ONE	\$ 0.43037	\$(0.02580)	\$ 0.00000	\$ 0.40457
RATE AREA TWO	\$ 0.43037	\$(0.02580)	\$ 0.00000	\$ 0.40457
RATE AREA THREE	\$ 0.43037	\$(0.02580)	\$ 0.00000	\$ 0.40457

**COST RECOVERY MECHANISMS
PIPELINE REPLACEMENT CHARGE**

The following monthly "Pipeline Replacement Charge" shall be applied to Residential, Commercial and Energy Options Firm Customers from the effective date of this tariff until the Company's next general rate case*, or until this tariff is updated and approved by the Commission.

Pipeline Replacement Charge Authorized in NG-0074

Fee effective December 1, 2013 through November 30, 2018

Residential	\$0.00
Commercial	\$0.00
Energy Options – Firm	\$0.00

Pipeline Replacement Charge Authorized in NG-0074.1

Fee effective August 1, 2015 through July 31, 2020

Residential	\$0.37
Commercial	\$1.16
Energy Options – Firm	\$1.16

Total Pipeline Replacement Charge Authorized

Residential	\$0.37
Commercial	\$1.16
Energy Options – Firm	\$1.16

RESERVED FOR FUTURE USE

SUMMARY OF SERVICE FEES
RATE AREAS ONE, TWO, THREE AND FOUR

The following Schedule of Fees shall be collected by Company in all areas served in Nebraska:

<u>Sheet No.</u>	<u>Charge (\$)</u>	<u>Descriptions</u>
31	\$ 26.00	Turn-On Charge (connection) – Normal working hours
31	\$100.00	Turn-On Charge (connection) – Outside normal working hours
31	\$ 30.00	Reconnection Charge – Normal working hours
31	\$100.00	Reconnection Charge – Outside normal working hours
31	\$ 20.00	Charge for non-sufficient fund checks
10	Based on Customer credit	Guarantee deposits, amount and interest rate
11	1.0% per month of the past due amount	Late payment penalty
31	\$450.00	Residential move and reinstallation charge
31	Time & Materials	Commercial move and reinstallation charge
31	Time & Materials	Meter Test Charge – Based on meter test history and billing inquiries
31	\$100.00	Temporary Meter Charge