

Colorado Gas Operations

BLACK HILLS/COLORADO GAS UTILITY COMPANY, INC.

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d/b/a BLACK HILLS ENERGY

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www.blackhillsenergy.com

24-hour Customer Service: 888-890-5554

SCHEDULE OF RATES

FOR

GAS

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

ISSUED: May 2, 2012

EFFECTIVE: May 8, 2012

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Explanation of Margin Symbols

<u>SYMBOL</u>	<u>EXPLANATION</u>
C	to signify changed regulation
D	to signify discontinued rate or regulation
I	to signify increase
N	to signify new rate or regulation
R	to signify reduction
M	to signify material moved from or to another part of the tariff
T	to signify change in text but no change in rate or regulation

Colorado Towns and Counties

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

Rate Schedule Summation Sheet

Rate Schedule	Tariff Sheet	Monthly Facility Charge (1) \$/month	Upstream Demand (2) \$/therm	Gas Commodity (2) \$/therm	LDC Delivery Charge (1) \$/therm	G-DSMCA (3) \$/month	G-DSMCA (3) \$/therm	BHEAP (4) \$/month	Net Sales Rate (5) \$/therm	
Sales Rates										
RS	6	9.74	0.20912	0.13479	0.13743	1.22	0.01725	0.15	0.49859	I
SC	7	14.61	0.20912	0.13479	0.13743	3.84	0.03612	0.23	0.51746	I
SVF	8	73.05	0.20912	0.13479	0.10756	19.20	0.02827	1.13	0.47974	I
SVI	9	73.05	0.00000	0.13479	0.10756	19.20	0.02827	1.13	0.27062	I
LVF	10	243.51	0.20912	0.13479	0.08960	64.00	0.02355	3.87	0.45706	I
LVI	11	243.51	0.00000	0.13479	0.08960	64.00	0.02355	3.87	0.24794	I
IR	12	29.22	0.00000	0.13479	0.10511			0.45	0.23990	
										Net Trans. Rate
Transportation Rates										
LVTS	13	243.51			0.08960				0.08960	

- (1) See Sheet No. 5.5, GRSA Rider.
- (2) Upstream Demand and Gas Commodity costs do not apply to transportation service rate schedules (LVTS and ITS). Billing units in ccf approximate therm billing.
- (3) Rate schedules are adjusted by the Gas Demand Side Management Cost Adjustment beginning on Sheet 64.
- (4) Rate Schedules are adjusted by the Black Hills Energy Assistance Program (BHEAP) funding fee on Sheet 69.7.
- (5) Rate Schedule Delivery Charge plus the corresponding GCA on Sheet 5.1 and/or any applicable rider.

Gas Cost Adjustment (GCA Rider) Summary

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

Rate Schedule	Tariff Sheet	Current Gas Cost (1) \$/therm	+	Deferred Gas Cost (1) \$/therm	=	Total GCA Rider \$/therm	
RS	6	0.39192		(0.04801)		0.34391	R
RSC	7	0.39192		(0.04801)		0.34391	R
SVF	8	0.39192		(0.04801)		0.34391	R
SVI	9	0.21322		(0.07843)		0.13479	R
LVF	10	0.39192		(0.04801)		0.34391	R
LVI	11	0.21322		(0.07843)		0.13479	R
IR	12	0.21322		(0.07843)		0.13479	R

(1) Current and Deferred Gas Costs do not apply to transportation service rate schedules (LVTS and ITS).

All rates per volumes at standard pressure base of 14.73. Pursuant to Decision No. C09-0554 effective on or after June 1, 2009.

Pressure Base Factors

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

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

Municipal Franchise Fees

Colorado Municipalities Imposing Franchise Taxes

<u>Municipality</u>	<u>Franchise Tax Rate %</u>
Arriba	5
Bethune	2
Burlington	5
Castle Pines	3
Castle Rock	3
Cheyenne Wells	5
Elizabeth	3
Flagler	5
Fountain	3
Genoa	5
Green Mountain Falls	5
Hugo	5
Kiowa	3
Larkspur	0.5
Limon	4
Monument	3
Palmer Lake	4
Seibert	5
Stratton	3
Vona	2
Woodland Park	3

Miscellaneous Service Fees

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

General Rate Schedule Adjustment (GRSA) Rider

The charge for natural gas service calculated under the Company's natural gas base rate schedules shall be decreased by 2.594% determined as follows:

Revenue Requirement Increase approved in Proceeding No. 12AL-628G	0.827%
Revenue Requirement Decrease for TCJA	<u>-3.421%</u>
Total GRSA	-2.594%

The GRSA shall not apply to the charges determined by the Gas Cost Adjustment (GCA), Gas Demand Side Management Cost Adjustment (G-DSMCA), or Black Hills Energy Assistance Program (BHEAP).

Rate Schedule	Tariff Sheet	Monthly Facility Charge \$/month	GRSA Rider	Adjusted Monthly Facility Charge \$/month	LDC Delivery Charge \$/therm	GRSA Rider	Adjusted LDC Delivery Charge \$/therm
Sales Rates							
RS	7	10.00	-2.594%	9.74	0.14109	-2.594%	0.13743
SC	8	15.00	-2.594%	14.61	0.14109	-2.594%	0.13743
SVF	9	75.00	-2.594%	73.05	0.11042	-2.594%	0.10756
SVI	10	75.00	-2.594%	73.05	0.11042	-2.594%	0.10756
LVF	11	250.00	-2.594%	243.51	0.09199	-2.594%	0.08960
LVI	12	250.00	-2.594%	243.51	0.09199	-2.594%	0.08960
IR	13	30.00	-2.594%	29.22	0.10791	-2.594%	0.10511
Transportation Rates							
LVTS	14	250.00	-2.594%	243.51	0.09199	-2.594%	0.08960

Advice Letter No.595

Fredric C. Stoffel
 Issued By

Issue Date: September 20, 2018

Decision or
 Authority No.

Director – Regulatory
 Title

Effective Date: October 21, 2018

Schedule RS, Residential Firm Service

AVAILABILITY

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

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

RATE

RATES

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

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule SC, Commercial Firm Service

AVAILABILITY

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

RATE

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

RATES

Facility Charge per Month
Delivery Charge per Therm

\$15.00
\$0.14109

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule SVF, Small Volume Firm Service

AVAILABILITY

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

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

RATE

RATES

Facility Charge per Month	\$75.00
Delivery Charge per Therm	\$0.11042

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule SVI, Small Volume Interruptible Service

AVAILABILITY

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

RATE

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

RATES

Facility Charge per Month
Delivery Charge per Therm

\$75.00
\$0.11042

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule LVF, Large Volume Firm Service

AVAILABILITY

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

RATE

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

RATES

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

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule LVI, Large Volume Interruptible

AVAILABILITY

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

RATE

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

RATES

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

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule IR, Irrigation Interruptible Service

AVAILABILITY

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

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

RATES

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

PAYMENT

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

RULES AND REGULATIONS

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

REMARKS

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

1. The pass-on of supplier rate increases or decreases (see Sheet No. 5.1 GCA Rider Summary).
2. The franchise fee applies only to customers residing within the corporate limits of the municipality.
3. The General Rate Schedule Adjustment Rider (see Sheet No. 5.5).

Schedule LVTS, Large Volume Transportation Service

AVAILABILITY

RATE

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

SERVICE CONSIDERATIONS

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

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

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

OTHER CHARGES:

- Overrun Charge as defined in Section 5.A., Sheet 72
- Monthly Cashout Charge as defined in Section 5.B., Sheet 73
- General Rate Schedule Adjustment Rider on Sheet 5.5

OPTIONAL SERVICE:

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

GENERAL RULES AND REGULATIONS:

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

Schedule ITS, Irrigation Transportation Service

AVAILABILITY

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

RATE

SERVICE CONSIDERATIONS

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

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

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

OTHER CHARGES:

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

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

GENERAL RULES AND REGULATIONS:

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

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

(Rate Title or Number), (Service Classification)

Held for Future Use

Advice Letter No.595

Decision or
Authority No.

Fredric C. Stoffel
Issued By

Director – Regulatory
Title

Issue Date: September 20, 2018

Effective Date: October 21, 2018

(Rate Title or Number), (Service Classification)

Held for Future Use

Advice Letter No.595

Decision or
Authority No.

Fredric C. Stoffel
Issued By

Director – Regulatory
Title

Issue Date: September 20, 2018

Effective Date: October 21, 2018

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(Rate Title or Number), (Service Classification)

Held for Future Use

General Service Rules and Regulations

1. GENERAL STATEMENT

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

2. BENEFIT OF SERVICE

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

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

General Service Rules and Regulations

3. DEFINITION OF TERMS

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

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General Service Rules and Regulations

3. DEFINITION OF TERMS (Continued)

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

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

4. APPLICATIONS FOR SERVICE

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

5. A CUSTOMER

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

6. DEPOSITS

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

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

General Service Rules and Regulations

6. DEPOSITS (Continued)

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

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

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

A. Third Party Guarantee

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

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

General Service Rules and Regulations
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6. DEPOSITS (Continued)

B. Interest on Deposits

Interest on customer deposits shall be paid at a rate determined in accordance with the method prescribed by the Public Utilities Commission of Colorado. The annual rate of simple interest to be paid for the upcoming calendar year, starting January 1, is 2.05%.

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

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

<u>*Effective Time Period</u>	<u>Annual Percentage Rate</u>
January 1, 1999 through December 31, 1999	5.05
January 1, 2000 through December 31, 2000	4.53
January 1, 2001 through December 31, 2001	5.69
January 1, 2002 through January 31, 2003	4.32
February 1, 2003 through December 31, 2003	2.18
January 1, 2004 through December 31, 2004	1.30
January 1, 2005 through December 31, 2005	1.60
January 1, 2006 through December 31, 2006	3.16
January 1, 2007 through December 31, 2007	4.76
January 1, 2008 through December 31, 2008	4.76
January 1, 2009 through December 31, 2009	2.48
January 1, 2010 through December 31, 2010	0.63
January 1, 2011 through December 31, 2017	0.34
January 1, 2018 through December 31, 2018	1.00
January 1, 2019 until changed upon Commission approval	2.05

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General Service Rules and Regulations

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

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

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

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

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

7.2 DUE DATE OF BILLS

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

8.1 DISCONTINUATION OF SERVICE

A. Procedures

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

A. Procedures (Continued)

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

B. When Service May Not be Discontinued

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

B. When Service May Not be Discontinued (Continued)

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

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

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

C. Required Notice of Discontinuation

1. Single Residential Units

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

2. Multi-Unit Residential Dwellings

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

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

C. Required Notice of Discontinuation (Continued)

2. Multi-Unit Residential Dwellings (Continued)

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

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

D. Termination when Certified Health Conditions are Present

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

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

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

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

General Service Rules and Regulations
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8.1 DISCONTINUATION OF SERVICE (Continued)

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

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

E. Customer Rights Concerning Complaints and Pre-termination Hearings

1. Complaints

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

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

2. Hearings

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

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

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

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

F. Customer Right to Third-Party Notification Procedure

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

General Service Rules and Regulations

8.1 DISCONTINUATION OF SERVICE (Continued)

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

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

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

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

8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS

A. Budget Billing Plan

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

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

B. Installment Payment Plan Arrangements

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

General Service Rules and Regulations

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

B. Installment Payment Plan Arrangements (Continued)

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

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

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

General Service Rules and Regulations

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

B. Installment Payment Plan Arrangements (Continued)

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

General Service Rules and Regulations
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8.2 BUDGET BILLING PLAN AND INSTALLMENT PAYMENT PLAN ARRANGEMENTS (Continued)

B. Installment Payment Plan Arrangements (Continued)

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

a. Installment Agreements

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

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

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

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

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

b. Alternative Payment Arrangements

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

General Service Rules and Regulations

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

B. Installment Payment Plan Arrangements (Continued)

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

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

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

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

General Service Rules and Regulations

9. RESTORATION OF SERVICE

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

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

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

General Service Rules and Regulations

10. ENERGY DIVERSION

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

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

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

Notice is not required when Company:

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

General Service Rules and Regulations

11. HEATING VALUE OF GAS

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

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

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

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

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

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

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

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

General Service Rules and Regulations

12. INACCURACY OF REGISTRATION, METER FAILURE (continued)

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

13. MEASUREMENT EQUIPMENT AND TESTING

A. Meter Testing Equipment and Facilities

The Company will provide such testing equipment and instrumentation as may be necessary to comply with the Rules and Regulations of the Public Utilities Commission of the State of Colorado. The Company shall operate such equipment with standard methods in general use in the natural gas industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment. The Company shall maintain, or shall require the qualified third party that provides meter testing equipment and facilities to maintain, suitable gas meter testing equipment in proper adjustment so as to register the condition of meters tested within one-half of one percent. The utility shall have and shall maintain, for the testing equipment, necessary certificate(s) of calibration showing that the equipment has been tested with a standard certified by the National Institute of Standards and Technology or other laboratory of recognized standing.

B. Testing and Adjustment of Meters at Installation

Prior to installation, and except as stated below, every gas service meter shall be adjusted to be correct to within one percent when passing gas at 20 percent of its rated capacity at one-half inch water column differential. New rotary displacement type gas service meters in sizes having a rated capacity of more than 5,000 cubic feet per hour at a differential not to exceed two inches water column shall be adjusted to be correct within one percent slow and one percent fast when passing gas at ten percent of its rated capacity and shall be adjusted to be correct within one percent slow and one percent fast when passing gas at 100 percent of its rated capacity.

General Service Rules and Regulations

13. MEASUREMENT EQUIPMENT AND TESTING (continued)

C. Accuracy and Scheduled Meter Testing

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. After installation, natural gas meters will be subject to scheduled testing, as set forth below.

Meter Type	Capacity	Testing Frequency	Accuracy Standard
Diaphragm (flow tested)	0 - 500 cf/hour	See Gas Meter Sampling Program	See Gas Meter Sampling Program
	501 – 1000 cf/hour	See Gas Meter Sampling Program	See Gas Meter Sampling Program
	1001 cf/hour or higher	Every two years	+/- 2 percent; average of check and open
Rotary (differential tested)	0-5000 cf/hour	Every five years	ANSI B109.3, Part IV, Section 4.3
	5001 cf/hour or higher	Every seven years	ANSI B109.3, Part IV, Section 4.3
Turbine (spin tested)	All	Every year	Applicable ANSI or AGA Standard
Orifice and Other Types of Meters (testing specific to meter type)	All	Every year	Applicable ANSI or AGA Standard

General Service Rules and Regulations

13. MEASUREMENT EQUIPMENT AND TESTING (continued)

D. Meter Testing Upon Request

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

14. METERS AND REGULATORS

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

15. CUSTOMER'S PIPING AND APPLIANCES

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

General Service Rules and Regulations

16. INSPECTION BY COMPANY

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

17. LIABILITY

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

18. INTERRUPTION OF SERVICE

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

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

19. SERVICE LIMITATION – NOT FOR RESALE

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

20. EXTENSION POLICIES (Subject to new gas service as set forth in Section 25)

- A. Purpose: This policy sets forth the Service Line and Main Extension Policy of the Company available in all territory served by the Company. The provisions of this policy are subject to the applicable rules and regulations of the PUC and to the Company's rules and regulations on file with the PUC.
- B. General Provisions: Where natural gas service is to be supplied from a 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, etc. 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 transmission mains, the Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue 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.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

B. General Provisions: (Continued)

In all cases, the facilities provided will be constructed by the Company or its designated agent in accordance with the Company's specifications, standards and procedures, and shall be, at all times, the property of the Company to the point of delivery. Main extensions will be based on the Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by the Applicant. Such cost will include the cost of all materials, labor, rights-of-way, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specification, are required to meet local construction conditions, the cost thereof will also be included. Applicant will be required to perform any necessary trenching of the service line from the property line to the meter location prior to construction as well as covering the trench once construction and inspection have been completed.

Company at its sole discretion will designate the class of service requested as Permanent, Indeterminate, or Temporary in accordance with the definitions set forth herein.

C. Definition of Terms:

1. Applicant: Individual(s) or entity(ies) that request a Main Extension and/or Service Line Extension.
2. Construction Allowance: The amount of Construction Costs of Main and Service Line Extensions that (a) reduces an Applicant's Construction Payment amount for Permanent Service or (b) is refundable to the Applicant for Indeterminate Service upon conditions prescribed in the Construction Payment Refund section (Section 20.F).
3. Construction Costs of Main and Service Line Extensions: The construction cost of Main Extension shall include the Company's estimate of the combined costs of all facilities necessary to the main extension and/or reinforcement, including satisfactory rights-of-way. The construction cost for Service Lines shall include the Company's estimated cost to install the service line.
4. Construction Payment: The amount paid by Applicant for Construction Costs of Main and Service Line Extensions, either through an up-front, lump-sum payment or pursuant to the Construction Payment Option described in Section 20.E.4 below.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

C. Definition of Terms: (Continued)

5. Construction Payment Option: Option available under the provisions of Section 20.E.4 that provides financing of all or a portion of the Construction Payment for Applicants requesting Permanent Service.
6. Construction Payment Loan Agreement: Written agreement between Applicant and Company setting forth the contractual provisions for financing under the Construction Payment Option for Permanent Service.
7. Construction Payment Loan Amount: The amount of the Construction Payment for Permanent Service that Applicant finances under the Construction Payment Loan Agreement.
8. Extension Agreement: Written agreement between Company and Applicant for Indeterminate Service which sets forth the contractual provisions in accordance with this extension policy.
9. Extension Agreement Date: Date the Extension Agreement is executed.
10. Extension Completion Date: The date on which construction of a main extension or reinforcement is completed as shown by the Company's records.
11. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured in order to predict the revenue stream from Applicant, including, but not limited to real estate subdivisions and development of property for sale, mines, quarries, sand pits, oil wells, and other enterprises of more or less speculative characteristics.
12. Main Extension: Distribution or supply mains, including all appurtenant facilities, necessary to supply service to additional customers except meters, meter installations and customer regulator facilities.
13. Main Reinforcement: Increase in size or number of existing facilities necessitated by Applicant's estimated gas or pressure requirements.
14. Permanent Service: Extensions where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is assured.
15. Point of Delivery: Point where the Company's gas service connection is connected to the gas meter.
16. Service Line: The supply pipe extending from the distribution main to the outlet of the meter or at the connection to the customer's piping whichever is further downstream.
17. Temporary Service: Service that is of a known temporary nature and shall not be continued for a period longer than eighteen months.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

D. Method For Calculating Construction Allowance: The Company shall calculate a Construction Allowance based on information taken from the most recent Phase I or Phase II rate proceeding. The Construction Allowance for Main Extension and Service Line, and as revised from time to time, shall be calculated separately for each class of customers. The calculation of the Construction Allowance consists of two steps: (1) the calculation of earnings before interest, taxes, depreciation and amortization (EBITDA) and (2) the determination of Construction Allowance by application of the revenue discounted cash flow analysis. The Construction Allowance methodology is as follows:

1. EBITDA: The Company first calculates EBITDA for distribution mains and EBITDA for service lines for each class of customers, consistent with the cost allocation methodology in its last cost of service study. EBITDA is equal to revenue minus expenditure where expenditure is the sum of operation & maintenance and administrative & general expenses.

For Residential and Small Commercial Services, the EBITDA per class for Distribution Main and Service Line shall then be converted to a EBITDA per customer based on the product of the EBITDA per class and the average annual customers. For Small Volume, Large Volume, and Irrigation Services, the EBITDA per class for Distribution Main and Service Line will be unitized to a EBITDA per billing unit based on the quotient of the EBITDA per class and the respective class average usage.

2. Construction Allowance Calculation: The resulting EBITDAs are annualized and then used as an input into the revenue discounted cash flow model. The annualized EBITDA is held constant each year in the calculation of the after tax operating cash flows.

Next, the Company calculates the after tax operating cash flows for each customer class. The after tax operating cash flow for each year is equal to the product of the annualized revenue minus annualized expenditure (or annualized EBITDA) minus tax depreciation multiplied by one minus the effective income tax rate, plus tax depreciation. [After Tax Operating Cash Flow = (Annualized Revenue – Annualized Expenditure – Tax Depreciation) X (1 – Tax Rate) + Tax Depreciation]. Tax depreciation is the twenty year MACRS (modified accelerated cost recovery

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

D. Method For Calculating Construction Allowance (Continued)

2. Construction Allowance Calculation (Continued)

system) on the final Construction Allowance amount for main and service line with the half-year convention for the first year.

Discounted cash flow is the product of after tax operating cash flow and a discount factor. The discount factor is calculated using the Company's modified, after-tax weighted average cost of capital (WACC) in which the debt component of WACC is reduced because of the effect of the tax deduction associated with debt financing. The first year discount factor is discounted with an exponent of 7/12. Each subsequent year's discount factor is discounted by an additional year from the first discount factor. The resulting discounted cash flows are then summed over the approved depreciable lives of main and service line in year 0 to determine the net present value of the investment which is the same as the construction allowance. Construction Allowances calculated using this revenue discounted cash flow methodology are set forth on Sheet 47.

E. Construction Payment: Determination of Applicant's service as Permanent, Indeterminate, or Temporary will be made by the Company. Applicant shall pay the Construction Payment as set forth below before construction commences. With the exception of Permanent and Temporary Service, said Construction Payment shall be refundable in part or in its entirety according to Section 20.F.

1. Permanent Service: Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for Main Extension and Service Line Extension necessary to serve Applicant or Applicants in excess of the applicable Construction Allowance. This Construction Payment may be made either through an up-front, lump-sum payment or pursuant to the Construction Payment Option described in Section 20.E.4 below.
2. Indeterminate Service: Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for necessary Main Extension and Service Line Extension. The Construction Payment is refundable upon conditions set forth in Section 20.F below.
3. Temporary Service: Applicant or Applicants shall be required to pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary Main Extension and Service Line Extension facilities less the estimated salvage value. If temporary service is continued for more than eighteen months following the Extension Completion Date the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

E. Construction Payment (Continued)

4. Construction Payment Option: In lieu of making an up-front, lump-sum Construction Payment before construction commences, an Applicant receiving Permanent Service may, under this Construction Payment Option, request that the Company finance all or a portion of Construction Payment amounts between \$500 and \$10,000. At the Company's discretion, amounts in excess of \$10,000 may be financed with Company written approval where Applicant's financial condition is determined by the Company to be satisfactory. In addition, the following conditions apply:
 - a. The Construction Payment Option is only available to Applicants receiving Permanent Service. The Construction Payment Option is not available for Multi-Tenant Residential dwelling units, or rented property, including mobile homes on rented lots.
 - b. Only the property owner at the address requesting service is eligible to contract for the Construction Payment Option. The property owner must also be the Applicant and the customer of record.
 - c. Prior to extension of service, (i) Applicant must pay to Company any Construction Payment amount not being financed and (ii) a Construction Payment Loan Agreement must be fully executed by Applicant and Company in order to legally guaranty Applicant's repayment of the Construction Payment Loan Amount.
 - d. Interest on the Construction Payment Loan Amount is calculated based upon the most recently approved weighted average cost of capital (WACC) grossed-up for taxes, which is 9.94%, compounded annually for a term no longer than ten (10) years and is subject to a credit evaluation. This interest rate will be set forth in the Construction Payment Loan Agreement and will not be subject to change after Applicant's execution of the Construction Payment Loan Agreement.
 - e. Applicant authorizes Company to request credit scores from any or all of the three (3) major credit reporting agencies in order to determine Applicant's creditworthiness for the Construction Payment Option.
 - f. Under the Construction Payment Loan Agreement, the Company will have the option to secure any outstanding balance in the form of a lien against the Applicant's premises.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

E. Construction Payment (Continued)

4. Construction Payment Option (Continued)

- g. An Applicant qualifying for financing will have the Construction Payment Loan Amount and payment terms agreed upon in the Construction Payment Loan Agreement. The monthly payments required under the Construction Payment Loan Agreement will be on Applicant's regular utility bill. Applicant will have the option to make a lump sum payoff at any time during the financing period with no penalty. When a lump sum payoff is requested by the Applicant, the Company will calculate the lump sum payment amount based upon the remaining unpaid balance on a specified or requested payment date.
- h. If Applicant (i) no longer requires gas service at the premise which is the subject of the Construction Payment Loan Agreement or (ii) sells, conveys or otherwise transfers the premise (absent an assignment of the Construction Payment Loan Agreement approved in writing by Black Hills in accordance with Section 20.E.4.i below and the terms of the Construction Payment Loan Agreement), the outstanding balance of the loan shall become immediately due and payable. The continuation of gas service at the subject location to any subsequent property owner or customer shall be conditioned upon payment in full having been received by the Company pursuant to the terms and conditions of the Construction Payment Loan Agreement.
- i. The rights and obligations of Applicant under the Construction Payment Loan Agreement shall not be assigned or transferred to a subsequent property owner or customer without the advance written approval of the Company. The Company shall not be required to approve any such assignment or transfer unless, in the Company's opinion, the prospective assignee or transferee is financially qualified to assume the responsibilities thereunder and provides the Company with all documentation required by the Company reflecting the assignee or transferee's agreement to be bound by the terms and conditions thereof.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

E. Construction Payment (Continued)

4. Construction Payment Option (Continued)

- j. All General Service Rules and Regulations contained in this tariff shall apply to the Construction Payment Option as set forth in this Section 20.E.4, including, but not limited to, the rights and remedies under Section 8.1 entitled Discontinuation of Service. Any amounts financed by Applicant pursuant to the Construction Payment Option shall be considered indebtedness incurred for utility service rendered by the Company in the State of Colorado.

- F. Construction Payment Refund: With respect to Indeterminate Service only, Main Extensions requiring customer Construction Payments are, in accordance with the terms of the Extension Agreement, subject to refund without interest during the ten-year period commencing with the Extension Agreement Date. No refunds will be made after the ten-year period following the Extension Agreement Date and any remaining unrefunded customer Construction Payment becomes permanent and no longer subject to refund for any reason. In no case shall refunds be made which exceed the total amount of the Construction Payment. In no event shall any customer who has terminated service be eligible for any refund after such termination. The refund will be calculated and paid at least once a year at a time determined by the Company.

General Service Rules and Regulations

20. EXTENSION POLICIES (Continued)

- G. Reinforcements: Any required reinforcement shall generally recognize the construction cost, Construction Allowance and Construction Payment provisions of this extension policy in accordance with individual agreements between Applicant and the Company based upon the amount, character and permanency of the load.
- H. Applicability Limitation: The Company’s estimated construction costs under normal digging conditions as calculated for each extension may become void after 120 days from the time a written estimate is provided by Company to Applicant. After this 120-day period expires, it may become necessary for new estimates to be made incorporating the then current construction costs and terms and conditions of Company’s extension policy as on file and in effect with the Commission at that time.

I. Construction Allowance by Class:

<u>Class and Rate Schedule</u>	<u>Construction Allowances</u>	
	<u>Service Line</u>	<u>Main</u>
Residential		
Schedule RS	\$174.00	\$376.00
Small Commercial		
Schedule SC	\$174.00	\$512.00
Small Volume		
Schedule SVF	\$0.39 /Dth	\$3.08 /Dth
Schedule SVI	\$0.39 /Dth	\$3.08 /Dth
Large Volume		
Schedule LVF	\$0.03 /Dth	\$2.68 /Dth
Schedule LVI	\$0.03 /Dth	\$2.68 /Dth
Schedule LVTS	\$0.03 /Dth	\$2.68 /Dth
Irrigation		
Schedule IR	\$0.12 /Dth	\$1.74 /Dth
Schedule ITS	\$0.12 /Dth	\$1.74 /Dth

Notes:

1. Where the allowance is calculated on a Dth basis, an Applicant’s projected average usage is used to determine the allowance consistent with its requested peak day capacity.
2. The Main portion of the Construction Allowance will be reduced at the same percentage that the transportation delivery charge for an Applicant under Schedules LVTS and ITS is discounted.

General Service Rules and Regulations

21. PIPELINES OTHER THAN COMPANY'S

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

22. EXCESS FLOW VALVES

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

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

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

Installation Charge:

New Service - \$30.00

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

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

General Service Rules and Regulations

23. CURTAILMENTS OF SERVICE SUBJECT TO DAILY INTERRUPTION AND PRORATION

A. PROCEDURE FOR DAILY CURTAILMENT OR PRORATION OF DELIVERIES:

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

1. DEFINITIONS:

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

General Service Rules and Regulations

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

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

1. DEFINITIONS: (Continued)

i. Process Gas (Continued)

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

j. Plant Protection Gas

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

k. Agricultural Uses

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

l. Requirements

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

2. PRIORITY CLASSIFICATIONS:

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

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

a. FIRM SERVICE

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

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

Category III - Oil and Gas Production, Drilling and Pumping

General Service Rules and Regulations

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

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

2. PRIORITY CLASSIFICATIONS: (Continued)

a. FIRM SERVICE (Continued)

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

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

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

b. JOINT SERVICE

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

c. INTERRUPTIBLE SERVICE

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

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

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

Category IX - Electrical Generating Plants

3. PARTIAL CURTAILMENTS OF A PRIORITY CLASSIFICATION

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

General Service Rules and Regulations

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

B. UNAUTHORIZED OVERRUN DETERRENT AND LIQUIDATED DAMAGES CHARGE:

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

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

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

General Service Rules and Regulations
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24. ALTERATION OF RULES AND REGULATIONS

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

25. NEW AND ADDITIONAL GAS SERVICE

A. Application for Service

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

1. Requirements for Applications

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

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

2. Unauthorized Connection of Load

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

General Service Rules and Regulations

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

A. Application for Service (Continued)

3. Load Additions Not Requiring Applications

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

4. Processing of Applications

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

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

B. Conditions of Service

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

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

General Service Rules and Regulations

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

B. Conditions of Service (Continued)

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

C. Priority of Approving Applications

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

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

General Service Rules and Regulations

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

C. Priority of Approving Applications (Continued)

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

General Service Rules and Regulations

25. NEW AND ADDITIONAL GAS SERVICE (Continued)

D. Transfer of Existing Gas Service

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

General Service Rules and Regulations

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE

A. Rates Subject to the Gas Cost Adjustment Clause

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

B. Frequency of Change

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

C. Determination of Gas Cost Adjustment Amount

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

$$GCA = C + D$$

Where:

C = Current Gas Cost

D = Deferred Gas Cost

D. Definitions

1. Current Gas Cost

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

General Service Rules and Regulations

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE (Continued)

D. Definitions (Continued)

2. Upstream Services

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

3. GCA Effective Period

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

4. Deferred Gas Cost

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

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

A revised Deferred Gas Cost will be effective beginning November 1 of each year. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's GCA. T

5. Recovered Gas Cost

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

General Service Rules and Regulations

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE (Continued)

6. Actual Gas Cost

All costs properly included in FERC Accounts 800, 801, 802, 803, 804, 805, 806, 808, 809, and 823. Actual Gas Costs also include all costs and income associated with using various approved risk management tools, including a Commission-approved hedging program.

E. Information to be Filed with the Public Utilities Commission

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

F. Additional Filings

So long as the Company has a Commission-approved hedging program in place, the Company shall, no later than April 30th of each year, file a report with the Commission as required by the Commission-approved hedging program.

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

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

General Service Rules and Regulations

26. GAS COST ADJUSTMENT – UNIFORM PROCEDURE (Continued)

A. Treatment of Refunds

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

B. Accounting Requirements

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

C. Incorporation by Reference

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

General Service Rules and Regulations

27. ASSET OPTIMIZATION PLAN TARIFF

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

Sharing under the AOP shall be limited to 10,000 Dth/day firm CIG capacity with primary delivery rights to Forgan, Oklahoma, which interconnects with the Natural Gas Pipeline Company of America pipeline to serve the Mid-Continent market, and secondary delivery rights to the following interstate pipelines: ANR Pipeline, Panhandle Eastern Pipe Line, Northern Natural Gas and Southern Star Central Gas Pipeline. Bundled gas sales outside Colorado shall be made on a day-to-day or month-to-month basis in the summer and on a day-to-day basis in the winter. Sharing under the AOP shall be limited to Company's value-added contribution, i.e., gas sales capitalizing on the basis differential between the Rocky Mountain and Mid-Continent Regions with 10,000 Dth/day of delivery capacity to Forgan or other secondary Mid-Continent delivery points at a price higher than the CIG maximum pipeline transportation tariff rate. Notwithstanding the AOP, Company shall continue to release any excess capacity on CIG's Electronic Bulletin Board (EBB) that cannot be utilized in the AOP transactions(s). Under the AOP, Colorado ratepayers shall continue to receive 100 percent (100%) of capacity release credits (1) via traditional CIG EBB releases on any excess capacity and (2) on a pro-forma basis via Asset Optimization bundled sales.

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

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

General Service Rules and Regulations

27. ASSET OPTIMIZATION PLAN TARIFF (cont.)

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

The AOP sharing mechanism shall be structured as follows:

- a. On a monthly basis, in months when AOP transactions occur, Company shall credit the Account No. 191 for an amount that represents the CIG maximum pipeline transportation tariff rate credit for the release of pipeline capacity used in the AOP transaction.
- b. Colorado ratepayers and Company shall share 75/25 of the asset optimization margins under the AOP.
- c. AOP margins shall be recorded "on a deal-specific basis." Only positive AOP margins will be shared. There shall be no netting of positive and negative AOP margins. AOP margins shall be determined using the following formula:

Revenue from an AOP bundled sale to the Mid-Continent Region
Less Commodity Gas Cost¹
Less Pipeline Capacity Reservation Cost²
Less Variable Transportation cost³
Less Incremental Administrative Cost⁴
Less Variable Cost⁵
AOP margin to be shared 75/25⁶

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

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

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

General Service Rules and Regulations

27. ASSET OPTIMIZATION PLAN TARIFF (cont.)

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

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

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

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

Implementation of Sharing: On a monthly basis, in months in which AOP sharing occurs, all revenues and cost associated with using the AOP shall be booked in FERC Accounts 417.00, 417.100, and 191.540 Customers and the Company shall share AOP margins based on 75% to Customers and 25% to Company. Notwithstanding the AOP, the Company shall continue to release any excess capacity on CIG's EBB that cannot be utilized in the AOP transaction(s) with all associated revenues being booked in FERC Account 191.540.

Term of AOP: Sales under the AOP shall terminate on June 30, 2018.

General Service Rules and Regulations

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

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

All sales rate schedules for natural gas service are subject to a Gas Demand-Side Management Cost Adjustment ("G-DSMCA") designed to recover direct and indirect costs of gas Demand-Side Management Programs ("DSM Programs") in accordance with a Commission-approved gas Demand-Side Management Plan, Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"), and this Section 28. As specified in the Gas DSM Rules and this Section 28, the G-DSMCA allows for prospective recovery of approved costs of DSM Programs within the expenditure target approved by the Commission, in order to provide for funding of the Company's DSM Programs, as well as recovery of Deferred DSMCA Costs and, if approved by the Commission, a G-DSM bonus. The G-DSMCA Factor shall be separately calculated and applied to the Company's base rates for all applicable rate schedules as set forth on Sheet No. 68.

B. G-DSMCA Filings

The G-DSMCA Factor is set on an annual basis, and collected from July 1 through June 30. Each April 1st, the Company will file an application or advice letter to revise the G-DSMCA Factor. The Company will include in its annual G-DSMCA filing all pertinent information and supporting documentation as required by the Commission's Rules, and as specifically set forth in the Gas DSM Rules.

General Service Rules and Regulations

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

B. G-DSMCA Filings (cont.)

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

C. Definitions

1. *G-DSM Bonus*. The amount of bonus approved by the Commission in the Company's annual G-DSM Bonus application, if any, as set forth in Gas DSM Rule 4760.
2. *DSM Period*. DSM Period means a calendar year of a DSM Plan. While the Company's DSM Plan generally covers three years, unless otherwise specified by the Commission, each calendar year of a DSM Plan is considered to be the DSM Period.
3. *DSM Plan*. DSM Plan means the Commission-approved DSM programs, goals, and budgets over a specified period, generally considered in one year increments, as may be proposed by the utility.

General Service Rules and Regulations

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

C. Definitions (cont.)

4. *DSM Program.* DSM Program means any combination of DSM measures, information and services offered to customers to reduce natural gas usage set forth in the Company's DSM Plan as approved by the Commission.
5. *G-DSMCA Factor.* The G-DSMCA Factor for each service class shall be a percentage adjustment applicable to all base rates for customers receiving service under the applicable rate schedules. The G-DSMCA factor shall be separately calculated and applied to the utility sales gas base rate schedules of residential and non-residential customers. The DSMCA Factor shall be calculated using the formula set forth in Section 28.D below.
6. *G-DSMCA Period.* The G-DSMCA shall take effect July 1 of each year for a period of 12 months.
7. *Interest on Under- or Over-Recovery.* The amount of net interest accrued on the average monthly balance (whether positive or negative), is determined by multiplying the monthly balance by an interest rate equal to the Company's Commission-authorized after-tax weighted average costs of capital.

General Service Rules and Regulations

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

D. G-DSMCA Factor.

1. *G-DSMCA Factor Calculation.* The G-DSMCA Factor shall be calculated consistent with Commission Rule 4758, using the following formula:

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

where

- CFCST is the forecast number of customers for the next DSM Period;
 - CUSTSRV is the monthly service charge;
 - SFCST is the forecasted gas sales quantity for the rate schedule in the next DSM Period; and
 - BASECOM is the base commodity rate.
 - The G-DSMCA Factor will also include the current G-DSM Bonus plus any adjustment necessary to previously approved G-DSM Bonuses.
 - Current DSMCA Costs means budgeted costs of DSM Programs for the DSM Period at the time of the DSMCA annual filing, as approved by the Commission in order to provide for funding of the Company's DSM Programs.
 - Deferred DSMCA Cost is the positive or negative difference between the actual cost of DSM Programs, including interest, and the amounts collected from customers under the applicable rate schedules during the prior G-DSMCA Period.
 - LR Value is the sum of multiplying the dollar per therm value, as approved by the Commission, times the annual therms lost from all programs executed during the program year under consideration.
2. *Prudence review and adjustment of G-DSM bonus.* The G-DSMCA factor includes the current G-DSM bonus plus any adjustment necessary to previously approved G-DSM bonuses. If the Commission finds that the actual performance varies from performance values used to calculate the G-DSM bonus, then an adjustment shall be made to the amount of G-DSM bonus award. Any true-up in the G-DSM bonus will be implemented on a prospective basis.

General Service Rules and Regulations

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

G-DSMCA Factor

Residential Service

RS 12.55%

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Non-Residential Sales Service

SC 26.28%

|

SVF 26.28%

|

SVI 26.28%

|

LVF 26.28%

|

LVI 26.28%

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General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP)

A. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP)

BHEAP is a percentage-of-income-payment plan (PIPP). BHEAP provides low-income energy assistance by offering rates, charges, and services that grant a reasonable preference or advantage to eligible residential low-income customers, as permitted by § 40-3-106, C.R.S. and Rule 4412 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators. The rules that govern the operation of BHEAP, and the applicable rates that recover the associated costs of BHEAP, are described herein.

B. PROGRAM COMPONENTS

BHEAP covers four aspects of energy assistance:

- B.1 Integration with existing energy efficiency or DSM programs offered by the Company or other entity.
- B.2 Integration with existing weatherization programs offered by the state of Colorado or other entities.
- B.3 Integration with Low Income Energy Assistance Program (LEAP) or other existing low-income energy assistance programs.
- B.4 Consideration of arrearage forgiveness for participants who enter the program, where arrearage credits shall be sufficient to reduce the pre-existing arrearage to \$0.00 over twenty-four months.

C. PROGRAM APPLICABILITY

BHEAP is applicable to active residential customers with verified household incomes at, or below, the current percentage limits established for eligibility in LEAP. LEAP is a county-run, federally funded program supervised by the Colorado Department of Human Services, Division of Low-Income Energy Assistance. The current percentage limits (maximum gross annual income eligible for BHEAP) shall be provided herein. Annually, the Company shall file an advice letter or application, as appropriate, revising its tariffs to reflect the current percentage limits for eligibility in BHEAP effective on October 1. T

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

D. ELIGIBILITY AND ENROLLMENT REQUIREMENTS

- D.1 All BHEAP applicants must be enrolled in LEAP and must provide a valid 10-digit LEAP Household Identification Number on their BHEAP application. The LEAP enrollment for the BHEAP applicant must have occurred within either: (1) the current six-month (November 1 – April 30) LEAP application period; or, (2) the most recently closed six-month (November 1 – April 30) LEAP application period, but provided further that the applicant must apply in the next successive (November 1 – April 30) LEAP application period, for BHEAP eligibility.
- D.2 All BHEAP applicants must provide all requested information, and sign either: (1) a legible BHEAP application form, or (2) an online BHEAP application form at www.blackhillsenergy.com.
- D.3 Upon acceptance into BHEAP, Participant agrees to participate in all no-cost, demand side management measures and programs which may be offered by the Company or a state-authorized weatherization agency for the residence, unless the Participant is a renter (tenant) and the landlord withholds any required consent. Further, Company shall refer BHEAP participants with annual natural gas usages exceeding 600 therms to the Colorado Energy Office for energy efficiency and/or weatherization programs offered by the state of Colorado or other entities.
- D.4 Upon acceptance into BHEAP, Participant agrees to be enrolled in levelized (budget) billing.
- D.5 All existing Participants must timely reapply and meet eligibility criteria to remain in BHEAP, and the deadline for such action by the Participant is 12 months after the original application was verified. If a Participant does not timely reapply, or no longer meets the eligibility criteria then in effect, the Participant will be removed from BHEAP and, upon subsequent reapplication to BHEAP, will again be subject to the enrollment process described herein.

Advice Letter No.595

Fredric C. Stoffel
Issued By

Issue Date: September 20, 2018

Decision or
Authority No.

Director – Regulatory
Title

Effective Date: October 21, 2018

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

D. ELIGIBILITY AND ENROLLMENT REQUIREMENTS (cont.)

D.6 Verified applications will be ranked in order from lowest household income level (highest priority) to highest household income level (lowest priority) and enrollment will be in order of such ranking as BHEAP funds are available, after payment of BHEAP program costs and after timely enrollment of renewal applicants. Verified applications for which BHEAP funds are not available will be placed on a waiting list and will continue to be ranked with other verified applications as received. Applicants on the BHEAP waiting list must reapply and meet eligibility criteria to remain on the BHEAP waiting list and the deadline for such action is 12 months after the original application was verified. Because enrollment is limited by both the availability of BHEAP funds, and the timely enrollment of renewal applicants, new customers whose applications have been accepted are not guaranteed enrollment in BHEAP.

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

E. PERCENTAGE-OF-INCOME BURDEN (AFFORDABILITY DETERMINATION)

BHEAP is designed to bring the Participant’s energy bill into a more affordable level based on household income level. Table 1, the percentage-of-income burden table, shall be used by the Company to determine benefits under the program for each Participant, where natural gas is the primary heating fuel for the household. The percentage-of-income burden from Table 1 is multiplied by the Participant’s full annual bill to determine the affordable portion. The remaining amount of the full annual bill is the non-affordable portion. The BHEAP benefit is a fixed bill credit to forgive the non-affordable portion. The BHEAP benefit is applied as a fixed bill credit, each billing month, because the Participant must be on levelized (budget) billing. The Participant is responsible for all charges in excess of the Participant’s BHEAP benefit. The Company shall be solely responsible for estimating a Participant’s full annual bill under the program.

Table 1: Percentage-of-Income Burden

Participant’s Annual Gross Household Income, as % of Federal Poverty Level	Percentage-of-Income Burden, to determine affordable portion of Participant’s full annual bill
≤75%	2.0%
>75% and ≤125%	2.5%
>125% and ≤185%	3.0%

Notwithstanding the percentage-of-income burden table provided herein, the minimum monthly payment amounts for Participants, including those with household income of \$0, shall be \$10 a month during program enrollment.

Fixed credits shall be adjusted during a program year in the event that standard residential rates, including commodity or fuel charges, change to the extent that the full annual bill at the new rates would differ from the full annual bill upon which the fixed credits are currently based by 25 percent or more.

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

F. ARREARAGE CREDITS

Arrearage credits are an additional BHEAP benefit for Participants. Arrearage credits shall apply to pre-existing arrearages. Arrearage credits shall be sufficient to reduce, when combined with participant co-payments, if any, the pre-existing arrearages to \$0.00 over twenty-four months. At all times, when arrearage credits are granted to a BHEAP Participant, these credits shall be conditioned on: (1) the receipt of regular Participant payments each billing month; or (2) a Participant's co-payment toward the arrearages as long as the co-payment does not exceed one percent of gross household income.

Pre-existing arrearages under this subparagraph shall not serve as the basis for the termination of service for nonpayment or as the basis for any other collection activity while the customer is participating in BHEAP.

A Participant may receive arrearage credits under this section even if that Participant does not receive a fixed credit toward current bills, if the Participant enters into, and maintains, participation in levelized (budget) billing.

G. PORTABILITY OF BENEFITS

A BHEAP Participant may continue to participate without reapplication should the Participant change service address but remain within the service territory of the Company; provided further that the Company may make necessary adjustments in the levelized (budget) billing amount to reflect the changed circumstances. A Participant who changes service address and does not remain within the service territory of the Company shall be removed from BHEAP on the effective date of the move.

H. PAYMENT DEFAULT PROVISIONS

At least two missed customer payments will result in removal of the Participant from levelized (budget) billing as well as placement in the Company's regular delinquent collections cycle. A Participant will be subsequently removed from BHEAP upon final billing under a disconnection for non-payment event(s); and, the amount of pre-existing arrearages, if any, shall become due. Upon subsequent reconnection(s) of service, the Customer may re-apply for BHEAP participation subject to the terms and conditions of BHEAP defined herein.

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

I. COST RECOVERY AND MAXIMUM IMPACT ON NON-PARTICIPANTS

The BHEAP funding fee applies to all retail customer classes except gas transportation. The BHEAP funding fee provides the Company with cost recovery for: (1) program credits applied to Participants' bills, (2) program credits applied to Participants' pre-existing arrearages, (3) program administrative costs, and (4) Commission-sponsored program evaluation costs. The cost recovery is in accordance with Commission Rule 4412 *et seq.*

The Company will continue to review the program for future offsets to cost recovery from sources such as: utility operating costs; changes in the return requirement on cash working capital for carrying arrearages; changes in the cost of credit and collection activities directly related to low-income participants; and, changes in uncollectible account costs for participants.

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

J. LEAP GRANTS

LEAP grants received by the Company, for a BHEAP Participant, shall be applied to the Participant's program credits (non-affordable portion of bill) to offset cost recovery from non-participants.

If the LEAP grant exceeds the Participant's program credits, the Company will apply the overage amount of the LEAP grant: first, to any pre-existing arrearages that continue to be outstanding; and second, to the Participant's account.

K. PROGRAM ADMINISTRATIVE COSTS

Administrative costs shall not exceed ten percent of the total cost of program credits applied against bills for current usage and pre-existing arrearages, or \$10,000, whichever is greater.

General Service Rules and Regulations

29. BLACK HILLS ENERGY ASSISTANCE PROGRAM (BHEAP) (cont.)

A. BHEAP FUNDING FEE

RS	\$0.15 per bill
SC	\$0.23 per bill
SVF	\$1.13 per bill
SVI	\$1.13 per bill
LVF	\$3.87 per bill
LVI	\$3.87 per bill
IR	\$0.45 per bill

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B. FEDERAL POVERTY LEVEL (UPDATED)

BHEAP Benefit Cycle		
One Year, October 1, 2018 through September 30, 2019		
Persons in Family / Household	Federal Poverty Level (FPL) as published in Federal Register Jan. 18, 2018	Maximum Gross Annual Income Eligible for BHEAP (165% of FPL)
1	\$ 12,140	\$ 20,031
2	\$ 16,460	\$ 27,159
3	\$ 20,780	\$ 34,287
4	\$ 25,100	\$ 41,415
5	\$ 29,420	\$ 48,543
6	\$ 33,740	\$ 55,671
7	\$ 38,060	\$ 62,799
8	\$ 42,380	\$ 69,927
For each additional person, add:	\$ 4,320	\$ 7,128

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General Service Rules and Regulations

30. CUSTOMER DATA

A. Standard Data Request (Customer-Identified, Single Customer File)

1. Definitions

Standard Data Request, as provided for herein, is for Standard Customer Data for a single customer that is *Actively Maintained* in the Company's system.

Standard Customer Data shall mean energy usage data, provided as monthly therms, for up to 18 previous billing months.

Actively Maintained means retrievable upon demand by the Company or Customer only.

System means the Company's back office (CIS+) system utilized for normal revenue billing processes. Only the Company and its contracted agents and the Customer have access rights to the data necessary to fulfill a Standard Data Request. Raw data, directly accessible from the Customer's meter on a real-time basis, is not available in the Company's ordinary course of business.

2. Residential and Non-Residential Description of Standard Data Request

Company will provide Standard Customer Data for a single customer.

3. Rates and/or Charges

\$0 (gratuitous service).

4. Frequency of Customer Data Updates

Updated each month, for prior billing month's usage.

5. Method for Transmittal and Access

Customer may elect one file format: (1) electronic, as comma-separated values (CSV); or, (2) paper, as printed from PDF. Customer will access and download the electronic format file through its own password-protected MyAccount Portal. Customer will receive the paper format file by email or postal mail from the Company. "MyAccount Portal" is a secure website hosted by the Company for its retail customers for online account services.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

A. Standard Data Request (Customer-Identified, Single Customer File) (cont.)

6. Security Requirements for Transmittal and Access

Customer is responsible for maintaining and protecting its own password for access to MyAccount Portal for the electronic format file. Customer is responsible for providing an accurate email or postal address for delivery by Company of the paper format file.

7. Timeframe for Processing Customer's Request (Paper Format File)

Upon receipt of customer's request and/or a valid "Consent to Disclose Utility Customer Data" form (where applicable), Company will use reasonable efforts to process the request within three (3) business days. The "Consent to Disclose Utility Customer Data" form is provided by the Colo. Public Utilities Commission on its website, and the Company website, for the customer-of-record to authorize, in writing, release of its customer data by the Company to designated third-parties.

8. Consent for Release of Customer Data to Customer's Third Party

A valid written "Consent to Disclose Utility Customer Data" form is required if Company is requested to release Standard Customer Data to customer's designated third-party, unless exempted by law or Commission Order.

9. Customer Request Method (Paper Format File)

Customer may contact the Company by telephone at (888) 890-5554; by fax at (800) 540-2486; or by email at custserv@blackhillscorp.com

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

B. Non-Standard Data Request (Customer-Identified, Multiple Customers Batched File)

1. Definitions

Non-Standard Data Request, as provided for herein, shall mean Standard Customer Data for multiple customers, with customer-identities shown.

Standard Customer Data shall mean energy usage data, provided as monthly terms, for up to 18 previous billing months, for each customer requested in a batched file. Raw data, directly accessible from the Customer's meter on a real-time basis, is not available in the Company's ordinary course of business.

2. Residential and Non-Residential Description of Non-Standard Data Request

Company will provide Standard Customer Data, for multiple customers with customer-identities shown, batched into a secure electronic file in a comma-separated (CSV) format.

3. Rates and/or Charges

\$65 per hour, cost-based fee, for time spent by Company employees to develop, process, format, and deliver each batched file.

4. Frequency of Customer Data Updates

Updated each month, for prior billing month's usage.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

B. Non-Standard Data Request (Customer-Identified, Multiple Customers Batched File) (cont.)

5. Method for Transmittal and Access

Company will deliver a secure electronic file in a comma-separated (CSV) format to the Third-Party's designated file-transfer protocol ("FTP") site or email address. "Third-Party" shall mean the entity authorized by the customer-of-record to receive its customer data.

6. Security Requirements for Transmittal and Access

Third-party is responsible for providing a secure FTP site or accurate email address for delivery by Company of the secure electronic file.

7. Timeframe for Processing Customer's Third-Party Request

Upon receipt of Customer's Third-Party request and a valid, written "Consent to Disclose Utility Customer Data" form for each customer-of-record requested in the batched file, Company will use reasonable efforts to process the request within twenty (20) business days. The Third-Party request must include an Excel spreadsheet file with the customer names and account numbers designated for the batched file. The "Consent to Disclose Utility Customer Data" form is provided by the Colo. Public Utilities Commission on its website, and the Company website, for the customer-of-record to authorize, in writing, release of its customer data by the Company to designated third-parties.

8. Consent for Release of Customer Data to Customer's Third Party

A valid, written "Consent to Disclose Utility Customer Data" form is required if Company is requested to release Standard Customer Data to customer's designated Third-Party, unless exempted by law or Commission Order.

9. Customer's Third Party Request Method

Customer or Customer's Third-Party may contact the Company by telephone at (888) 890-5554; by fax at (800) 540-2486; or by email at custserv@blackhillscorp.com

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

C. Aggregated Data Request (Non Customer-Identified, Multiple Customers Batched File)

1. Definitions

Aggregated Data Request, as provided for herein, shall mean Standard Customer Data for multiple customers without customer-identities.

Standard Customer Data shall mean energy usage data, provided as monthly terms, for up to 18 previous billing months, for each customer requested in a batched file. Reports generated by the Company under an Aggregated Data Request are non-standard under applicable Commission rules.

2. Residential and Non-Residential Description of Aggregated Data Request

Company will provide Standard Customer Data, for multiple customers without customer-identities shown, aggregated (batched) into a secure electronic file in a comma-separated (CSV) format and based on (1) the requester's selection parameters, and (2) the Aggregation Requirements specified herein. Selection parameters available are customer class, zip code, and/or class ID.

3. Rates and/or Charges

\$65 per hour, cost-based fee, for time spent by Company employees to develop, process, format, and deliver each batched file.

4. Frequency of Customer Data Updates

Updated each month, for prior billing month's usage.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

C. Aggregated Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

5. Aggregation Requirements

Company will not disclose aggregated data unless such disclosure conforms to the following:

- a. Company will ensure the data does not include any personal information or a unique identifier, where "unique identifier" shall mean a customer's name, mailing address, telephone number, or email address that is displayed on a bill.
- b. At a minimum, a particular aggregation must contain: (1) at least fifteen customers, and (2) within any customer class, no single customer's customer data or premise associated with a single customer's customer data may comprise 15 percent or more of the total customer data aggregated per customer class to generate the aggregated data report (the "15/15 Rule").

6. Aggregation Revised Request

If a requested aggregated data report cannot be generated in compliance with the rules as provided for herein, the Company will notify the requestor that the aggregated data, as requested cannot be disclosed and identify the reason(s) the request was denied. The requestor shall be given an opportunity to revise its Aggregated Data Request in order to address the identified reasons. An Aggregated Data Request may be revised by expanding the number of customers in the request, expanding the geographic area included in the request, combining different customer classes or rate categories, or other applicable means of aggregating.

Company will not provide aggregated data in response to multiple overlapping requests from, or on behalf of, the same requestor that have the potential to identify customer data.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

C. Aggregated Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

7. Method for Transmittal and Access

Company will deliver a secure electronic file in a comma-separated (CSV) format to the requester's designated file-transfer protocol ("FTP") site or email address.

8. Security Requirements for Transmittal and Access

Requester is responsible for providing a secure FTP site or accurate email address for delivery by Company of the secure electronic file.

9. Timeframe for Processing Aggregated Data Request

Company will use reasonable efforts to process the Aggregated Data Request and will quote to the requester an estimated number of business days for fulfillment of the request. Company reserves the right to check creditworthiness of the requester and/or require a pre-payment.

10. Consent for Release of Customer Data to Requester

Non applicable. Customer-identities are not provided in the aggregated (batched) data file; customer consent is not required.

11. Request Method, Format, and Content

Requester must email the Company at custserv@blackhillscorp.com and submit a valid request which includes, at a minimum, the following items:

Requester Name

Requester Company Name (if any)

Requester Billing Address

Requester Phone (daytime) and email address

Description of Standard Aggregated Data Report, including:

Selection parameters and sorting requirements

Description of time period (start and end dates)

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

C. Aggregated Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

Aggregated Data Request Form

Date: _____

Requester Name: _____

Requester Company Name (if any): _____

Requester Billing Address: _____

Requester Phone (daytime) and email address: _____

**Description of Standard Aggregated Data Report, including
Selection Parameters and Sorting Requirements:**

Description of Time Period (start and end dates): _____

Description of electronic file delivery method (FTP, email, etc.):

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

D. Whole Building Energy Use Data Request (Non Customer-Identified, Multiple Customers Batched File)

1. Definitions

Whole Building Energy Use Data Request, as provided for herein, shall mean Standard Customer Data for multiple customers without customer-identities.

Whole Building means the sum of the monthly natural gas use for all service connections at a building on a parcel of real property or all buildings on a parcel of real property.

Standard Customer Data shall mean energy usage data, provided as monthly terms, for up to 18 previous billing months, for each customer requested in a batched file. Reports generated by the Company under a Whole Building Energy Use Data Request are non-standard under applicable Commission rules.

2. Residential and Non Residential Description of Whole Building Energy Use Data

Company will provide Standard Customer Data, for multiple customers in a Whole Building Energy Use Data Report without customer-identities shown, aggregated (batched) into a secure electronic file in a comma-separated (CSV) format. The file shall be based on the Whole Building Aggregation Requirements specified herein; and, only to the extent of, and based upon, information available in the ordinary course of business for a Tier II utility under the applicable Commission rules.

3. Requester

The Whole Building Energy Use Data Report as defined herein is only available to the Property Owner or its authorized agent. "Property Owner" means the legal owner of government record for a parcel of real property within the service territory of a utility.

4. Rates and/or Charges

\$65 per hour, cost-based fee, for time spent by Company employees for development of the report.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

D. Whole Building Energy Use Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

5. Whole Building Aggregation Requirements

Company will not disclose Whole Building Energy Use Data unless such disclosure conforms to the following minimum:

a particular Whole Building Energy Use Data report must contain: (1) at least four customers or tenants, which may include the Property Owner's own account; and, (2) no single customer's Standard Customer Data, unless it is the Property Owner's, shall comprise more than 50 percent of the Whole Building Energy Use Data used to generate the Whole Building Energy Use Data Report (the "4/50 Rule").

6. Method for Transmittal and Access

Company will deliver a secure electronic file in a comma-separated (CSV) format to the requester's designated file-transfer protocol ("FTP") site or email address.

7. Security Requirements for Transmittal and Access

Requester is responsible for providing a secure FTP site or accurate email address for delivery by Company of the secure electronic file.

8. Timeframe for Processing Whole Building Energy Use Data Request

Company will use reasonable efforts to process the Whole Building Energy Use Data Request and will quote to the requester an estimated number of business days for fulfillment of the request. Company reserves the right to check creditworthiness of the requester and/or require a pre-payment.

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

D. Whole Building Energy Use Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

9. Restrictions and Non-Disclosure Agreement Requirement

The Property Owner agrees to not disclose the Whole Building Energy Use Data except for the purposes of building benchmarking, identifying energy efficiency projects, and energy management; and, the Property Owner must execute a non-disclosure agreement (“NDA”) with the Company, and such NDA must meet minimum requirements under applicable Commission rules.

10. Request Method, Format, and Content

Requester must email the Company at custserv@blackhillscorp.com and submit a valid request which includes, at a minimum, the following items:

Requester Name
Requester Company Name (if any)
Requester Billing Address
Requester Phone (daytime) and email address
Description of Whole Building Energy Use Data Report
Description of Time Period Start and End Dates Requested
Description of Electronic File Delivery Method Requested

General Service Rules and Regulations

30. CUSTOMER DATA (cont.)

D. Whole Building Energy Use Data Request (Non Customer-Identified, Multiple Customers Batched File) (cont.)

Whole Building Energy Use Data Request Form

Date: _____

Requester Name: _____

Requester Company Name (if any): _____

Requester Billing Address: _____

Requester Phone (daytime) and email address: _____

Description of Whole Building, of sufficient nature, for Company to determine applicable customer (tenant) accounts for aggregation processing:

Description of Time Period (start and end dates): _____

Description of electronic file delivery method (FTP, email, etc.): _____

Transportation Service Terms, Conditions, and Other Charges

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

1. Definition of Terms:

- A. Aggregation: The practice of combining the nominations and balancing of gas delivered to more than one end-user from receipt point(s) served by a common pipeline. Aggregation of end-users is allowed only on the same interstate pipeline operational zone.
- B. Aggregation Pool: An aggregation pool shall be defined as one or more end-users. Any supplier or marketer that serves more than one end-user(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.
- C. Aggregator: An agent who has been designated by one or more end-use customers to manage gas transportation services provided by Company to the end-use customer's facilities on an aggregation basis and who executes a Marketer Agreement.
- D. CIG: Colorado Interstate Gas Company
- E. Company: Black Hills/Colorado Gas Utility Company, Inc., d/b/a Black Hills Energy
- F. Curtailment: The inability of an End-User under a transportation schedule to receive gas due to a shortage of the End-User's gas supply.
- G. Delivery Point: The meter point where Company delivers gas to the end user
- H. Dekatherm, or "Dth": A unit of measurement of gas commodity heat content equal to 1,000,000 British thermal units (1 MMBtu).
- I. End-User: The party that ultimately consumes the supply of natural gas at the delivery point.
- J. Imbalance: The difference between the volume of gas received at receipt point and the volume of gas delivered at delivery point.
- K. Interruption: The utility's inability to provide delivery to End-Users in a locale due to constraints on the utility's pipeline system.
- L. Nominations: Customer's estimate of gas volume to be transported on Company's distribution system on a daily basis.
- M. PSI: Pounds per square inch
- N. PUC: Colorado Public Utilities Commission
- O. Receipt Point: the meter point where customer delivers gas to Company for transportation.
- P. Telemetry: Equipment capable of obtaining, accumulating, and transmitting to a central location data regarding gas flow.
- Q. Therm: A unit of heat equal to 100,000 British thermal unit
- R. Transportation Customer: A person who, by signing a gas transportation agreement, elects to subscribe to the unbundled service option of gas transportation offered by the Company.

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Transportation Service Terms, Conditions, and Other Charges

2. Nomination: 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 volumes to be transported by receipt point(s) and delivery point(s). All nominations for the Timely and Evening cycles for next day gas flow are due as set forth on the table below:

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

Customers requesting same day gas flow are subject to the intra-day nomination cycles set forth below, and such requests will be accepted by the Company on a best effort basis. In addition, as noted in the schedule set forth below, intra-day natural gas nominations that have priority over other classes of service can displace or "bump" that flowing service, scheduled and flowing transportation, except as set forth below:

Intra-day 1	ID 1 Nomination Deadline	10:00 AM Central Clock Time
	Start of Gas Flow	2:00 PM Central Clock Time
	IT Bump Rights	bumpable
Intra-day 2	ID 2 Nomination Deadline	2:30 PM Central Clock Time
	Start of Gas Flow	6:00 PM Central Clock Time
	IT Bump Rights	bumpable
Intra-day 3	ID 3 Nomination Deadline	7:00 PM Central Clock Time
	Start of Gas Flow	10:00 PM Central Clock Time
	IT Bump Rights	no bump

*IT means Interruptible Transportation

The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provisions, including but not limited to, monthly cash out.

3. Measurement: All transportation deliveries will be measured on a therm or dekatherm basis at the standard sales base pressure of 14.73 psi.

Transportation Service Terms, Conditions, and Other Charges

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

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

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

Transportation Service Terms, Conditions, and Other Charges

5. Balancing (Continued)

A. Overrun Charge (Continued)

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

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

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

5. Balancing (Continued)

B. Monthly Cashout (Continued)

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

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

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

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

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

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

Transportation Service Terms, Conditions, and Other Charges

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

Transportation Service Terms, Conditions, and Other Charges

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

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TRANSPORTATION AFFIDAVIT

Customer Name: _____
Service Address: _____, CO
Account Number(s): _____

Mailing Address: _____

Peak Day Capacity _____

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

We hereby authorize: Name of Marketer: _____

Check all applicable authorizations:

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

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

Transportation Service Terms, Conditions, and Other Charges

LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

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

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

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

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

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

7. Nominations: Customers are required to nominate daily. 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 volumes to be transported by receipt point(s) and delivery point(s). All nominations for the Timely and Evening cycles for next day gas flow are due by the times set forth in the Tariff. Requests for same day gas flow are subject to the intra-day nomination cycles set forth in the Tariff, and such requests will be accepted by Company on a best effort basis. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provisions, including but not limited to, monthly cash out.

Transportation Service Terms, Conditions, and Other Charges

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

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

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

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

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

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

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

Black Hills/Colorado Gas Utility Company, Inc.
d/b/a Black Hills Energy

"Customer"

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(Print name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Transportation Service Terms, Conditions, and Other Charges

Irrigation Transportation Agreement
Irrigation Transportation Service – Aggregated (ITS)

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

Phone:
Fax:

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

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

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

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

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

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

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

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

AGENCY AUTHORIZATION
FOR NATURAL GAS PURCHASE AND TRANSPORTATION SERVICE

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

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

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

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

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

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

Transportation Service Terms, Conditions, and Other Charges

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

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

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

Customer:

By: _____
Title: _____
Date: _____
Company: _____
Fax: _____

Address of facility(s) included:

Agent:

By: _____
Title: _____
Date: _____
Company: _____
Address: _____

Fax: _____