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Original Sheet No. 1

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Wyo. P.S.C. No. 3  
Cancels in its entirety  
P.S.C. Wyo. No. 2

SCHEDULE OF RATES  
FOR NATURAL GAS SERVICE  
AVAILABLE  
IN THE ENTIRE TERRITORY SERVED  
BY  
Black Hills Northwest Wyoming Gas Utility Company, LLC  
D/B/A BLACK HILLS ENERGY

Communications Concerning Tariffs Should Be  
Addressed to:

1301 West 24<sup>th</sup> Street  
Cheyenne, Wyoming 82001  
(888) 890-5554

Office Hours: Weekdays, 7:30 AM until 4:30 PM  
These hours subject to change without notice.



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Original Sheet No. 2

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**RESERVED FOR FUTURE FILING**



General Statement

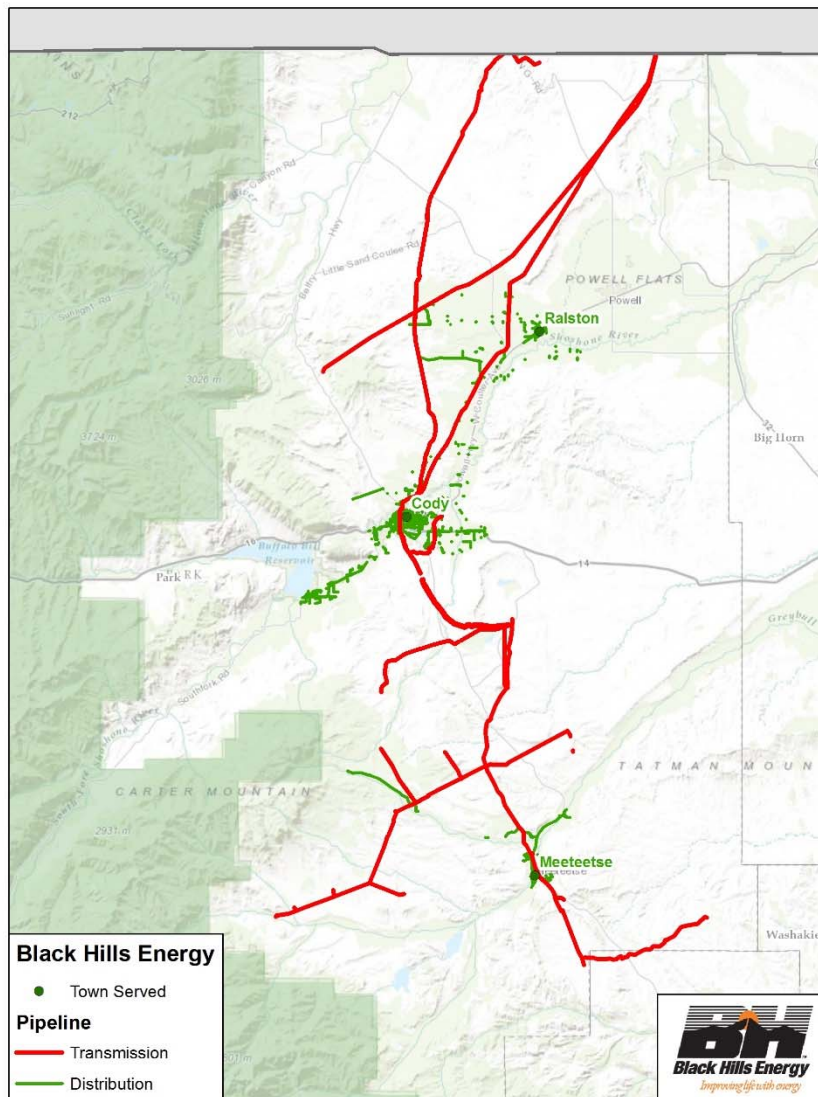
Original Sheet No. 4

**GENERAL STATEMENT REGARDING RATE AVAILABILITY**

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

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

The territory served by Company is the city of Cody, the town of Meeteetse, the town of Ralston, and the fringe and rural areas adjacent thereto.





Rate Schedule Summation Sheet

First Revised Sheet No. 5  
Cancels Original Sheet No. 5

**NATURAL GAS RATES**  
**RATE SCHEDULE SUMMATION SHEET**

Rate Schedule	Sheet No.	Type of Charge	Billing Units	Customer Charge	All Billed Therms
RD (1)	6	<u>Residential Distribution Service</u>			
		Rate ID WY115, WY116			
		Service and Facility	Month	\$17.00	
		Volumetric Charge	Therms		<b>\$0.3087</b>
		<u>Wholesale Gas Cost</u>	Therms		<b>\$0.1405</b>
		<b>Total Volumetric</b>	Therms		<b>\$0.4492</b>
SCD (1)	6	<u>Small Commercial Distribution Service</u>			
		Rate ID WY120			
		Service and Facility	Month	\$20.00	
		Volumetric Charge	Therms		<b>\$0.2596</b>
		<u>Wholesale Gas Cost</u>	Therms		<b>\$0.1405</b>
		<b>Total Volumetric</b>	Therms		<b>\$0.4001</b>
MCD (1)	6	<u>Medium Commercial Distribution Service</u>			
		Rate ID WY123			
		Service and Facility	Month	\$54.00	
		Volumetric Charge	Therms		<b>\$0.2145</b>
		<u>Wholesale Gas Cost</u>	Therms		<b>\$0.1405</b>
		<b>Total Volumetric</b>	Therms		<b>\$0.3550</b>
LCD (1)	6	<u>Large Commercial Distribution Service</u>			
		Rate ID WY125			
		Service and Facility	Month	\$140.00	
		Volumetric Charge	Therms		<b>\$0.1741</b>
		<u>Wholesale Gas Cost</u>	Therms		<b>\$0.1405</b>
		<b>Total Volumetric</b>	Therms		<b>\$0.3146</b>
CT (1)	6	<u>Commercial Transmission - Closed</u>			
		Rate ID WY140			
		Service and Facility	Month	\$95.00	
		Volumetric Charge	Therms		<b>\$0.0843</b>
		<u>Wholesale Gas Cost</u>	Therms		<b>\$0.1405</b>
		<b>Total Volumetric</b>	<b>Therms</b>		<b>\$0.2248</b>



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**Rate Schedule Summation Sheet**

First Revised Sheet No. 5A  
Cancels Original Sheet No. 5A

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**NATURAL GAS RATES**  
**RATE SCHEDULE SUMMATION SHEET - CONTINUED**

Natural Gas Off-System Transportation Service (closed to new contracts):

For all Dekatherms transported, Measured at the point of receipt	<u>Minimum</u> \$ 0.0800	<u>Maximum</u> \$0.3100
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Note (1): The current gas costs for each class of service and each therm of gas are as follows:

Current Gas Cost	\$0.2360
Deferred Gas Cost	(\$0.0955)
Base Incentive Rate	\$0.0000
Base Incentive Surcharge	<u>\$0.0000</u>

Total Gas Costs \$0.1405

Minimum Bill per month (all rates):	Service and Facility Charge
Discount:	None



Rate Schedule Summation Sheet

Original Sheet No. 5B

**NATURAL GAS RATES**

**RATE SCHEDULE SUMMATION SHEET - CONTINUED**

**SCHEDULE OF CHARGES FOR RENDERING SERVICE AND CONSTRUCTION ALLOWANCES**

Sheet No.	Type	Unit	Cost
R6	Customer Deposits	Unless otherwise ordered by the Commission, the required deposit shall not exceed the total amount of the Customer's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period. If billing history is unavailable, the class average will be used.	
R10	Late Payment Fee	On Balance of Bill	1.5%
R11	Continuing Service Charge	Customer Charge multiplied by the number of months discontinued	
R15	Reconnection Charge - Normal Business Hours		\$55.00
R15	Reconnection Charge - Outside Normal Business Hours		\$155.00
R22	Returned Check Charge		\$30.00
R22	Standard Hourly Normal Working Hours -	1 <sup>st</sup> hour	\$55.00
R22	Standard Hourly Normal Working Hours -	Each Additional Hour	\$50.00
R22	Standard Hourly After Hours, Weekend or Holiday -	2 Hour Min	\$155.00
R22	Standard Hourly After Hours, Weekend or Holiday -	Each Additional Hour	\$75.00
R29	Phone Charges for Reading Transport Customer Recorder		Actual Costs
R28	Meter Testing Fee		\$105.00
R42	Installation of a Excess Flow Valve		Actual Costs
<b>R35-R37</b>	<b>Construction Allowance</b>		
R35	- Permanent Residential Gas Service	\$1,345	
Various	Commission's Authorized Interest Rate	As authorized, by Commission Rule Chapter 1, Section 2(a)(xv)	

Office Hours: Weekdays, 7:30 AM until 4:30 PM  
These hours subject to change without notice.

List of Legal Holidays

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

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

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



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**Rate Schedules RD, SCD, MCD, LCD and CT**

Original Sheet No. 6

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**NATURAL GAS RATES**

**APPLICABILITY**

Service hereunder is restricted to installations actually consuming gas within the Company's service territory as described on Sheet No. 4. Commercial Transmission Customers are those already served directly from transmission facilities and such rate is closed for service to new customers.

**DETERMINATION OF COMMERCIAL CUSTOMER CLASS**

Small Commercial Distribution Service (SCD) is defined as service provided to those Customers whose annual gas consumption is five thousand (5,000) therms or less. Medium Commercial Distribution Service (MCD) is defined as service provided to those Customers whose annual gas consumption is greater than five thousand (5,000) therms, but less than or equal to thirty thousand (30,000) therms. Large Commercial Distribution Service (LCD) is defined as service provided to those Customers whose annual gas consumption is greater than thirty thousand (30,000) therms.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty (20) days from the date of the bill, and after that date, the account becomes delinquent. A late payment charge of 1.5% on the undisputed unpaid balance shall apply to delinquent accounts. If a bill is not paid, the Company shall have the right to suspend service, subject to the Commission's Rules and the Rules and Regulations contained in this Tariff. When service is suspended for nonpayment of a bill, a reconnection service charge will apply.

**FRANCHISE FEE SURCHARGE**

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





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**Wholesale Commodity Cost Adjustment**

Original Sheet No. 7

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**NATURAL GAS RATES**

**UNIT ADJUSTMENT FOR WHOLESALE COMMODITY COST CHANGES**

Bills are subject to an adjustment for changes to the cost of purchased gas as provided herein. Pursuant to Wyoming Public Service Commission Rules, the Company shall file, on or before March 31st, an application to pass on to its Customers cost increases or decreases in the Wholesale Commodity Cost Adjustment to become effective on May 1 of each year. The Company may file an application to revise the Wholesale Commodity Cost Adjustment more frequently as needed so long as the proposed effective date is no less than 30 days from the filing of the Application. Such pass-on shall be applied uniformly to all therms sold and shall be limited to changes in cost associated with wholesale gas purchases not under the jurisdiction of the Wyoming Public Service Commission. The pass-on shall be limited such that it will not increase the Company's rate of return. The pass-on application will include 1) The Normalized Annual Earnings Report, 2) The Wholesales Gas Cost Rate Calculation, 3) The balance of the Commodity Balancing Account at the effective date of the Application, 4) The Projected Gas Supply Costs for the 12 month period, 5) The projected bill impact for the average customer, 6) The invoices for the previous year's Wholesale Gas Cost.

The forecasted annual and monthly volumes for the wholesale gas purchases are calculated based upon a regression forecast based off of historical weather and general system customer usage pattern experienced. Once the forecasted volumes are calculated, a normal Heating Degree Days ("HDD") value is applied to the regression to determine a normalized winter forecast.

The pass-on shall be computed on a per-unit-of-sales basis by subtracting the base unit cost of wholesale gas purchases from the average unit cost of wholesale gas purchases for the ensuing calendar twelve months ("Effective Period"). The average unit cost shall be computed by dividing the projected total cost of wholesale gas purchases by projected total sales. The resulting unit pass on shall be adjusted upward or downward to reflect the unit amortization of the Commodity Balancing Account.

The effect of the unit adjustment for Wholesale Commodity Cost Adjustments shall be incorporated in the natural gas sales rates.

**DETERMINATION OF GAS COST ADJUSTMENT**

For the purpose of computing the Wholesale Commodity Cost Adjustment rate, the following formula will be used:

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

C = Current Gas Cost

D = Deferred Gas Cost

I = Incentive Adjustment

The revised Wholesale Commodity Cost Adjustment will replace the previous Wholesale Commodity Cost Adjustment.



Black Hills Northwest Wyoming Gas Utility Company, LLC  
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 3

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Date of Issue:  
By: Jerrad Hammer

Effective Date: September 1, 2018  
Title: Director – Regulatory



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**Wholesale Commodity Cost Adjustment**

Original Sheet No. 8

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**NATURAL GAS RATES**

**Commodity Balancing Account**

Pursuant to Wyoming Public Service Commission Rules, the Company shall establish and maintain a Commodity Balancing Account to determine the cumulative under and over collections resulting from the pass on of changes in the cost of wholesale gas purchases. Each month, the Company shall charge or credit the account with the difference between its actual total monthly cost of wholesale gas purchases (less any refunds including interest) not subject to the jurisdiction of the Wyoming Public Service Commission and the monthly recovery of such cost in Customer rates. The monthly recovery of wholesale gas purchase costs shall be determined by multiplying the sum of the unit adjustment for wholesale commodity cost increases or decreases (including amortization of the Commodity Balancing Account) in effect during such month and the base cost of gas per therm in rates by total sales volumes for such month. Gas cost adjustments will be filed at least once annually to adjust for the most current pricing available as well as to amortize any over or under collection for the same period. Pricing will parallel the current gas contracts at the most reliable information available at the time of the filing. If the Commodity Balancing Account reflects an amount due to customers, interest will be calculated using 1/12th of the Commission's Authorized Interest Rate as defined in the Commission's Rules times the ending monthly balance of the Commodity Balancing Account. The interest will then be added (credited) to the over-collected balance on a monthly basis.

**Projected Unit Cost of Gas Purchases**

A rate component of the cost of wholesale gas purchases, calculated to the nearest one-tenth of a mill per therm (\$0.0001/therm), which is equal to the Projected Commodity Gas Cost divided by the expected sales volume, in therms, during the effective period.

**Projected Cost of Gas Purchases**

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

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

**Deferred Gas Cost**

The rate component of the Wholesale Commodity Cost Adjustment calculated to the nearest one-tenth of a mill per therm (\$0.0001/therm), designed to amortize the balance of the Commodity Balancing Account over a twelve month period.

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



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**Wholesale Commodity Cost Adjustment**

Original Sheet No. 9

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**NATURAL GAS RATES**

**INCENTIVE RATE PROCEDURE**

Pursuant to W.S. 37-3-115 (1984) as may be amended, the Company shall apply for an Incentive Rate Tariff adjustment with its application to pass on to its Customers cost increases or decreases in the cost of wholesale gas purchases. Such rate will be applied uniformly to all therm sold.

Incentive Rate:

The Incentive Award shall be computed by multiplying by 10% the difference between a lower Gas Cost Per MMBtu and the Inside FERC into CIG index price for the 12 months preceding the effective date of this tariff. The incentive rate will be calculated on a per unit of sales basis by dividing the incentive award amount by the projected sales volume approved for this tariff.

Incentive Revenue Balancing Account:

The Company shall establish and maintain an Incentive Revenue Balancing Account to determine the cumulative under and over collections resulting from differences between actual and projected sales volumes. The account balance shall be amortized through use of a surcharge which shall be adjusted with each Purchased Gas Cost Adjustment filing.

The effect of the Incentive Rate Adjustment and the Incentive Rate Balancing Account shall be incorporated into the sales rates.



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**Natural Gas Transportation Service**

Original Sheet No. 10

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**NATURAL GAS RATES  
TRANSPORTATION SERVICE  
RATE SCHEDULE**

**APPLICABILITY**

Applicable to the Shipper(s) where the Company has available System capacity in excess of that presently required for service to existing gas sales Customers and Shippers. Service is applicable to firm transportation of natural gas from the Company's Receipt Point(s) to the Delivery Point(s) through the Company's System pursuant to an executed Transportation Service Agreement ("Transportation Service Agreement"), in the form contained in this Tariff ("Tariff"). Service provided hereunder shall be in accordance with the executed Transportation Service Agreement between the Company and the Shipper, and the requirements of the Transportation Service provisions and the Rules and Regulations of the Company's Tariff. Firm Capacity reserved under this Rate Schedule shall be designated for Receiving Party(ies) at Primary Receipt Points, in primary path to a Primary Delivery Point(s).

**MONTHLY RATE –TRANSPORTATION SERVICE CHARGES**

The Shipper shall pay to the Company each month the sum of the charges set forth below as such charges are designated to be applicable to the Transportation Service rendered by the Company for the Shipper under the executed Transportation Service Agreement. The rates charged pursuant to this Rate Schedule are shown on the Rate Schedule Table of Rates, Sheet No. 5.

- a. On-System Customer Charge (Applicable only to primary path deliveries to End-Use customers): The monthly Customer Charge shall be the number of End-Use Delivery Point(s) specified on Exhibit B to the Shipper's executed Transportation Service Agreement multiplied by the Customer Charge applicable to the appropriate firm Transportation Service.
- b. On-System Delivery Charge (Applicable only to primary path deliveries to End-Use customers): The On-System Delivery Charge shall be the quantity of natural gas in Dth delivered by the Company to the Shipper or for the Shipper's account at the End-Use Delivery Point(s) during the month multiplied by the On-System Delivery Charge per Dth applicable to the appropriate firm Transportation Service.
- c. Off-System Reservation Charge (Applicable only to primary path delivery points off of the Company's system): The Reservation Charge shall be the Maximum Daily Delivery Quantity ("MDDQ") for all Delivery Point(s) specified on Exhibit B to the Shipper's executed Transportation Service Agreement multiplied by the Reservation Charge rate per Dth applicable to the appropriate firm Transportation Service.
- d. Off-System Delivery Charge: The Delivery Charge shall be the quantity of natural gas in Dth delivered by the Company to the Shipper or for the Shipper's account at the Delivery Point(s) during the month multiplied by the Delivery Charge per Dth applicable to the appropriate firm Transportation Service.

The rates charged pursuant to this Rate Schedule are shown on the Rate Schedule Table of Rates, Sheet No. 5.



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**Natural Gas Transportation Service**

Original Sheet No. 10A

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**NATURAL GAS RATES  
TRANSPORTATION SERVICE  
SCHEDULE**

**MONTHLY MINIMUM CHARGES**

The Monthly Minimum for End-Use customers shall be the sum of the monthly On-System Customer Charge multiplied by the number of End-Use Delivery Point(s) specified on Exhibit B to the Shipper's executed Transportation Service Agreement. The Monthly Minimum for Off-System Transportation Service shall be the Firm Transportation Reservation Charge multiplied by the Maximum Daily Quantity for all Off-System Delivery Point(s) specified on Exhibit B to the Shipper's executed Transportation Service Agreement. In the event the Company is required to make any payments, including but not limited to franchise fees, sales taxes, and/or occupancy taxes, as a result of the transportation service being rendered to the Shipper by the Company, these charges shall be included in billings from the Company to the Shipper less any fees or charges already included in base rates.

**FL&U REIMBURSEMENT**

The Shippers receiving Firm Transportation Service shall provide additional gas to the Company equal to the Fuel, Loss and Unaccounted for ("FL&U") amount, as specified on the Schedule of Charges.

**FIRM TRANSPORTATION SERVICE**

Firm Transportation Service is offered for those Shippers desiring to reserve firm capacity in the Company's System. The Shippers desiring Firm Transportation Service are required to submit to the Company a Transportation Service Request as outlined in the Rules and Regulations of the Tariff, which contains, among other information, the Maximum Daily Delivery Quantity and Maximum Daily Receipt Quantity for which the Shipper desires the Company to reserve firm capacity in its System, the requested Primary Delivery Point(s), the requested Primary Receipt Point(s), and the Transportation Service Rate Schedule for which the Shipper is requesting service.



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**Natural Gas Transportation Service**

Original Sheet No. 10B

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**NATURAL GAS RATES  
TRANSPORTATION SERVICE  
SCHEDULE**

**FIRM TRANSPORTATION SERVICE – CONTINUED**

Black Hills Energy shall not be obligated to construct additional facilities in order to accommodate a request for Firm Transportation Service. Black Hills Energy shall advise a Shipper requesting firm transportation pursuant to a Transportation Service Request if adequate firm capacity does not exist on any portion of the Company's system for the service requested, and what potential facilities enhancements, improvements, and/or construction may be required to provide the firm capacity requested on the Company's system. Available firm capacity shall be allocated by the Company pursuant to the Tariff Rules and Regulations and Firm Transportation Service hereunder shall be provided in accordance with such Allocation.

Firm Transportation Service shall be effective on the first day of the month following execution of a Transportation Service Agreement, and will be subject to the Capacity Interruption sections of the Tariff Rules and Regulations.

**MAXIMUM DAILY DELIVERY QUANTITY, MAXIMUM DAILY RECEIPT QUANTITY, MAXIMUM DAILY TRANSPORTATION QUANTITY**

A Shipper's Maximum Daily Receipt Quantity ("MDRQ"), plus any applicable FL&U Reimbursement volumes, shall be the maximum quantity of gas which the Company shall be obligated to receive from the Shipper (or for the Shipper's account) at the Primary Receipt Point(s) for transportation and delivery to the Shipper at the Primary Delivery Point(s) under this Rate Schedule.

The Maximum Daily Receipt Quantity and the Maximum Daily Delivery Quantity shall be specified on Exhibits A and B of the executed Transportation Service Agreement. The total Maximum Daily Quantity for all Primary Receipt or Delivery Points shall not exceed the Maximum Daily Transportation Quantity ("MDTQ") for the transportation path.

If the Shipper's Maximum Daily Delivery Quantity at any Delivery Point or if Shippers MDTQ is overrun by Receiving Party and such overrun has not been curtailed pursuant to the Overrun Interruption or Supply Curtailment sections of the Tariff Rules and Regulations, such overrun volumes will be subject to the Authorized Overrun Transportation Service and charged the applicable Authorized Overrun Charge.

The Shipper shall submit to the Company the fully completed Transportation Service Request form, including the Changes to Initial Request or Transportation Service Agreement section of the form, any time the Shipper desires to make changes to its Transportation Service Agreement. The completed request will either be approved or denied by the Company within thirty (30) business days of receipt thereof. If denied, written notification will be provided to the Shipper no later than thirty (30) business days from receipt of the request notifying Shipper of the denial.



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**Natural Gas Transportation Service**

Original Sheet No. 10C

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**NATURAL GAS RATES  
TRANSPORTATION SERVICE  
SCHEDULE**

**MAXIMUM DAILY DELIVERY QUANTITY, MAXIMUM DAILY RECEIPT QUANTITY, MAXIMUM DAILY TRANSPORTATION QUANTITY - CONTINUED**

For requests to add, change or modify capacity at the Receipt Point(s) and/or Delivery Point(s), if accepted by the Company, Exhibit A and/or B, as applicable, to the Shipper's Transportation Service Agreement will be amended to reflect the change in the Receipt Point(s) and/or Delivery Point(s), including, if applicable, the related MDTQ, MDRQ and MDDQ. Firm Transportation Service at the revised Receipt Point(s) and/or Delivery Point(s) will become effective on the first day of the following execution of an amended Transportation Service Agreement, subject to the Supply Curtailment and Overrun Interruption sections of the Tariff Rules and Regulations. The Maximum Daily Quantity will be specified in the Transportation Service Agreement and the rate for Firm Transportation Service will be as specified on the currently effective Sheet No. 5 of this Tariff, unless otherwise agreed to in writing by the Company.

If a Delivery Point is removed from Exhibit B to the Transportation Service Agreement pursuant to the procedures defined above, and the Shipper subsequently requests the addition of that same Delivery Point within a period of twelve (12) months from the effective date of the amendment to the Transportation Service Agreement removing such Delivery Point, the Shipper shall, upon the Company's approval of the Shipper's request to add the Delivery Point, pay the applicable On-System Customer Charge or Off-System Reservation Charge for the Maximum Daily Quantity associated with that Delivery Point from the effective date of the Exhibit B removing the Delivery Point until the effective date of the amended Exhibit B reflecting the subsequent addition of the Delivery Point. The Company will send an invoice to the Shipper on the twelfth (12<sup>th</sup>) business day following the conclusion of the month in which the request was approved. Payment shall be in accordance with the Payment section of the Tariff Rules and Regulations.

**AUTHORIZED OVERRUN TRANSPORTATION SERVICE**

In the event the Shipper desires the Company to transport a quantity in excess of the Shipper's MDDQ, the Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided the Company determines it has sufficient capacity to receive, transport and deliver such quantities, the scheduling of such Authorized Overrun Transportation Service does not affect those Shippers with superior priority of service rights and provided the Company receives the Shipper's Gas at the Receipt Point(s). The Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Tariff Rules and Regulations. Authorized Overrun Transportation Service will be provided at the applicable Authorized Overrun Charge stated on the currently effective Sheet No. 5 of this Tariff.

**CONTRACT PERIOD**

Firm Transportation Service shall be effective on the first day of the month following execution of a Transportation Service Agreement for a primary term of no less than one (1) month and shall continue from month to month thereafter until canceled by either party with five (5) days' written notice prior to the end of the contract period.





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**Natural Gas Transportation Service**

Original Sheet No. 10D

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**NATURAL GAS RATES  
TRANSPORTATION SERVICE  
SCHEDULE**

**CONVERSION TO SALES SERVICE**

Should a Receiving Party desire conversion from Firm Transportation Service to sales under Rate Schedules SCD, MCD or LCD, such conversion shall be contingent upon the Company's determination that supply is available for sale to Receiving Party. In addition, all costs incurred by the Company relating to any specific facility charges specified in the Transportation Service Agreement shall become immediately due and payable to the Company. All conversions from Firm Transportation Service to Sales Service shall be effective at the beginning of a Month, but no sooner than the first day of the second month after the month in which the request is made. The Receiving Party will be eligible to return to Firm Transportation Service hereunder one (1) year after its conversion to the Company's Sales Service, through submission of a Transportation Service Request in accordance with the Tariff Rules and Regulations. All conversions from Sales Service to Firm Transportation Service shall be effective at the beginning of a Month, but no sooner than the first day of the second month after the month in which the request is made.



**Natural Gas Transportation Service**

Original Sheet No. 11

**NATURAL GAS RATES  
NATURAL GAS OFF-SYSTEM TRANSPORTATION SERVICE  
(CLOSED TO NEW CONTRACTS)**

**APPLICABILITY**

In and adjoining Cody and Meeteetse, Wyoming, and within the area covered by Certificate of Public Convenience and Necessity No. 9203.

Transportation Rate:

For all Dekatherms transported, Measured at the point of receipt	<u>Minimum</u> \$ 0.0800	<u>Maximum</u> \$0.3100
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Determination of Transportation Rate

The transportation rate between the minimum and maximum limits shown above shall be determined by negotiation, with consideration given to location of receipt, facilities used, and interruptibility of service desired. Negotiated rate will be within the above range. This tariff does not include compression, fuel, or other incremental costs, which are additive.

Specific Conditions and Limitations

This service is restricted to transportation of producer gas from point of receipt through the Company's system. This service is specifically not applicable to transportation of gas that will displace sales service to existing or potential new Customers within the Company's certificated area. Under this service, gas will be transported only as system capacity permits without the curtailment of existing system sales.



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**Economic Development Rate**

Original Sheet No. 12

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**NATURAL GAS RATES**  
**ECONOMIC DEVELOPMENT RATE**

**AVAILABILITY**

Incremental and new Large Commercial Distribution Natural Gas Sales Service.

**APPLICABILITY**

In and adjoining Cody and Meeteetse, Wyoming, and within the area covered by Certificate of Public Convenience and Necessity No. 9203.

**Negotiated Contract Rate:**

Contracts will be negotiated with existing and potential Customers with the intent of providing incentives for additional gas use and the locating of additional industries and job providing businesses in the area, keeping future sales rates to all Customers low by building higher sales volume levels, and generally stimulating the local economy. These contracts are also intended to enable existing Customers to operate at full capacity or expand. Contracts will be negotiated in accordance with the following requirements:

1. Existing Large Commercial Distribution Customers are eligible. Contracts with existing Customers will contain a "Base Use" provision which will establish the amount of gas that must be purchased at the normal tariff rates before the contract rate applies. This "Base Use" level will be based on the historical usage level used in the Company's most recent general rate proceeding that established rates according to sales volume levels.
2. New Large Commercial Distribution Customers are eligible. Contracts with new Customers may or may not contain a "Base Use" provision according to individual merits. New Customers must demonstrate ability or potential to use enough gas or provide enough jobs that, in the Company's opinion, its existing Customers and the local economy as a whole will benefit.
3. All contract rates and provisions will be filed with the Wyoming Public Service Commission.



RULES AND REGULATIONS  
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RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL STATEMENT

The following Rules and Regulations, filed with the Public Service Commission of Wyoming (“Commission”) as part of the natural gas tariff of the Company, set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territory served by the Company. These Rules and Regulations are subject to approval by the Commission and are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of said Commission.

Service furnished by the Company is also subject to the Rules of the Commission. This tariff shall be available for inspection on the Company’s website or may be obtained by contacting the Company’s toll-free customer service number.

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL

DEFINITIONS

CUBIC FOOT OF GAS (CF).

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

PSIA. Pressure in pounds per square inch absolute.

PSIG. Pressure in pounds per square inch gauge.

BRITISH THERMAL UNIT. The amount of energy required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit.

THERM. One hundred thousand (100,000) British Thermal Units.

DEKATHERM (DTH). One million (1,000,000) British Thermal Units.



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

APPLICATION FOR GAS SERVICE

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

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

REFUSAL TO SERVE NEW CUSTOMERS OR EXPAND EXISTING SERVICE

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

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

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

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





RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

CHOICE OF RATES

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

TEMPORARY OR INTERMITTENT SERVICE

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

CUSTOMER DEPOSITS

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

CUSTOMER DEPOSITS - CONTINUED

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

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

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

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

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

CUSTOMER DEPOSITS - CONTINUED

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

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

The Company may require a deposit if:

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

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

CUSTOMER DEPOSITS – CONTINUED

The Company shall retain records showing:

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

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

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

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

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

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

MONTHLY BILLS

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

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

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

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

MEASUREMENT OF SERVICE

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

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

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

MEASUREMENT OF SERVICE - CONTINUED

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

COMPLAINTS

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

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

Upon a Customer's or legally authorized person's request, the Company shall make reasonable efforts to terminate the Customer's service as requested, unless otherwise specified in the rate or applicable contract. Where such notice is not received by the Company, the Customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a Customer from any minimum or guaranteed payment under any contract or applicable rate.

If a former Customer requests reconnection of service within one (1) year at the same location of service which the Customer has terminated or has had disconnected, upon reconnection the former Customer will be billed a Continuing Service Charge equal to the number of Customer Charges the Customer avoided while service was disconnected. This provision does not apply to a new Customer requesting service at a location where service was disconnected or terminated by another Customer



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

DISCONTINUANCE OF SERVICE TO CUSTOMER

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

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

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

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL – CONTINUED

DISCONTINUANCE OF SERVICE BY COMPANY – CONTINUED

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

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

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

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

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

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

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





RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

DISCONTINUANCE OF SERVICE BY COMPANY - CONTINUED

The Company shall not discontinue service for bill nonpayment:

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

Discontinuance of service for non-payment shall also not occur if the Customer makes full payment of the outstanding bill. Such payment to the Company is to be made by cash or bona fide check. If the Customer has twice previously tendered payment with check which was returned to the Company by the financial institution unpaid, with one or more instances occurring within the most recent twelve month period, payment by cash or certified funds is required to avoid discontinuance of service.

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

RESTORATION OF SERVICE

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

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

DIVERSION OF NATURAL GAS

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

In such instances, the Company will, in any reasonable manner, compute the amount of diverted natural gas and shall have the right to enter the Customer's premises and make an actual count of all natural gas consuming devices to aid in such computation. Where the Company is unable to make such count, the computation will be based on any other available information, or estimated. Such computation will be made for the period beginning with the date on which the Customer began using natural gas at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which said diversion ceased.



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL - CONTINUED

DIVERSION OF NATURAL GAS – CONTINUED

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

If service has been discontinued for diversion of natural gas, the Company will not render service to the Customer, or to any other person for the Customer's use, at the same or any other location until:

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

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

SHORTAGE OF NATURAL GAS SUPPLY

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

EASEMENTS

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

ACCESS FOR COMPANY'S EMPLOYEES

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

REALLOCATION/RESALE OF NATURAL GAS

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

CUSTOMER'S INSTALLATION

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

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

CUSTOMER'S INSTALLATION - CONTINUED

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

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

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

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

The Company will, upon request and free of charge, adjust gas appliances and any burner in use and capable of safe use on the Company's line. This free service extends only to gas burners and parts related to the burning of gas, including temperature controls. It does not extend to the cleaning or replacement of air filters, the servicing of electric motors, fans or blowers, the removal of scale or mineral deposits from water heater coils or tanks or grease or other accumulations of dirt from ranges or range burners, or the conversion of propane appliances to natural gas.

PROTECTION OF SUB-SURFACE FACILITIES

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

LIABILITY

All mains, services, apparatus, instruments, meters, regulators, and materials supplied by the Company at its expense or under its standard policies will be and remain the property of the Company. The Company's property shall not be worked upon or interfered with by the Customer or other unauthorized person. The Customer shall be responsible for any damage to or loss of the Company's property located on the Customer's premises, caused by or arising out of the acts, omissions or negligence of the Customer or others, or the misuse or unauthorized use of Company's property by the Customer or others. The cost of making good such loss and/or repairing such damage shall be paid by the Customer. The Customer shall be held responsible for injury to the Company's employees if caused by the Customer's acts, omissions or negligence.

The Company shall not be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the Customer or any of his agents, employees, or licensees, in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

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

INDEMNITY TO COMPANY

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL – CONTINUED

BUDGET BILLING PAYMENT PLAN

SCOPE

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

DEFINITIONS

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

Budget Bill Calculation (BBC). Previous 12 months' bills, inclusive of the current month's bill, at the premises plus BBPPB as of Plan anniversary divided by 12.

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

Calculation of Monthly Charge

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

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

BUDGET BILLING PAYMENT PLAN – CONTINUED

Calculation of Monthly Charge - Continued

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

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

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

PROCEDURE

- A. Customers must contact the Company to request enrollment in the Budget Billing Payment Plan.
- B. If the Customer's account is current and otherwise qualifies for enrollment in the Plan, the Customer will be so informed at the time of the Customer's request and the Customer's account record in the Company's Customer Information System will be so coded.
- C. Customers whose accounts are delinquent cannot qualify for the Plan unless they are able to pay the amounts past due or enter into a Deferred Payment Agreement with the Company.
- D. Customers enrolled in the Plan will continue to be billed under the Plan provisions until they request removal.
- E. If a Customer desires to be removed from the Plan, the Customer must contact the Company to request withdrawal from the Plan. Removal from the Plan will be effective following contact regarding withdrawal. Upon such removal the total unpaid balance becomes due at the next billing cycle. If a credit balance exists it may be refunded, or applied to the next cycle billing, at the Customer's discretion.





RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

CHARGES FOR RENDERING SERVICE

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

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

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

To compensate the Company for the cost of processing returned checks, the Company will make a charge to any Customer whose check for payment to the Company is returned to the Company by the financial institution as not payable. The Company shall charge any Customer to reconnect service when service has been discontinued pursuant to these Rules and Regulations. The amount of these charges is stated on the Schedule of Charges for Rendering Service.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

THERMAL CONVERSION

The unit of measurement for the purpose of calculating receipt and delivery of natural gas supplied or transported shall be one therm. Standard delivery pressure and temperature of natural gas supplied or transported by the Company is 14.73 pounds per square inch absolute (14.73 psia) and sixty degrees Fahrenheit (60°F).

All orifice meters shall be computed in accordance with Committee Report No. 3 of the American Gas Association which provides an industry standard for measurement of natural gas through orifice meters.

Installation and determination of volumes delivered through positive displacement ("PD") meters shall conform to the recommendations in "Gas Measurement Manual Displacement Measurement Part Number Two" of the American Gas Association as revised, amended or superseded from time to time.

Where measurement is by other than orifice meters or PD meters, all necessary factors for proper volume determination shall be applied.



RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL - CONTINUED

THERMAL CONVERSION (CONTINUED)

For purposes of measurement, the atmospheric pressure shall be based upon the averaged altitude at each of the three municipalities served by the Company: Cody, Meeteetse and Ralston.

Municipality	Altitude Factor (F <sub>P</sub> )
Cody	0.8466
Meeteetse	0.8262
Ralston	0.8676

Flowing Temperature. The temperature of the gas flowing through a meter shall be obtained by the use of a temperature compensated meter, which correctly registers the volume, corrected to sixty degrees Fahrenheit (60°F). Where the quantities of gas metered will not be materially affected by so doing, the temperature at delivery shall be assumed to be sixty degrees Fahrenheit (60°F) when not regularly measured.

Specific Gravity. When orifice meters are used, the specific gravity of the gas delivered hereunder shall be determined by approved methods as frequently as necessary for reasonable accuracy, and such specific gravity shall be used in computing the volumes of gas delivered hereunder.

Heating Value. The heating value of gas shall be determined from time to time based upon composite samples, or by other approved method. Heating value determinations shall be made monthly, or as frequently as necessary for reasonable accuracy.

Chromatographic Analysis. If the heating value and/or the specific gravity is determined by chromatographic analysis of the gas sample, the values of the physical constants for the gas compounds and the procedure for determining the gross heating value and/or specific gravity of the gas from them shall be as set forth in the Committee Report No. 3.

New Measurement Techniques. If at any time a new method or technique is developed with respect to gas measurement, such new method or technique may be substituted by the Company in the exercise of its reasonable judgment. The Company shall promptly inform the Shipper of any new technique adopted.



RULES AND REGULATIONS

NATURAL GAS SERVICE

RESIDENTIAL DISTRIBUTION SERVICE

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

DEFINITION

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

MISCELLANEOUS

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

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



RULES AND REGULATIONS

NATURAL GAS SERVICE

COMMERCIAL DISTRIBUTION SERVICE

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

DEFINITION

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

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS

NATURAL GAS SYSTEM OPERATION AND MAINTENANCE

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

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

METER TESTING AND ACCURACY

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS - CONTINUED

OTHER METER TESTS

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

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

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

If any meter is found not to register for any period, the Company may collect for the natural gas not to exceed one hundred eighty-three days, immediately prior to the date the Company remedies the Meter inaccuracy, pursuant to W.S. § 37-2-222.



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS - CONTINUED

BILLING

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

GAS QUALITY

At a pressure of 14.73 psia and a temperature of 60°F, gas received by Company shall meet the following conditions:

- (i) Hydrogen Sulfide: less than or equal to one quarter (1/4) grain per one hundred (100) cubic feet.
- (ii) Total Sulfur: less than or equal to five (5) grains per one hundred (100) cubic feet.
- (iii) Carbon Dioxide: less than or equal to three percent (3%) by volume.
- (iv) Water Content: less than or equal to three (3) pounds per one million (1,000,000) cubic feet.
- (v) Flowing Gas Temperature: not to be less than thirty-two degrees Fahrenheit (32°F) or more than one hundred and ten degrees Fahrenheit (110°F).
- (vi) Hydrocarbon Dewpoint: shall not exceed fifteen degrees Fahrenheit (15°F) at any pressure between one hundred (100) psia and one thousand (1000) psia as calculated from gas composition or otherwise determined.
- (vii) Oxygen Content: less than or equal to two percent (2%) by volume if inert blended, one thousandth percent (0.001%) by volume if not inert blended.
- (viii) Total non-combustible gases: less than or equal to fourteen and three tenths percent (14.3%) by volume if inert blended, five percent (5%) by volume if not inert blended.
- (ix) Heating Value: The Company shall maintain a minimum monthly average total heating value of the natural gas sold by the Company when tested under standard conditions as set forth above of not less than 950 BTU per cubic foot.

PRESSURE

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

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





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

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

GENERAL PROVISIONS

The provisions of this policy are subject to the Rules of the Commission and to the Company's Rules and Regulations as approved by the Commission.

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

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

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



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

DEFINITION OF TERMS

Construction Allowance

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

Construction Costs

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

Construction Deposit

Refundable amount advanced by the Applicant to pay all estimated Construction Costs.

Construction Payment

Non-refundable amount advanced by the Applicant to pay for the Construction Costs.

Distribution Main

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

Extension Completion Date

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

Main Extension

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

Main Reinforcement

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



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

DEFINITION OF TERMS – CONTINUED

Meter Location

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

Open Extension Period

The five-year (5) period during which the Company shall calculate and pay refunds of Customer Construction Deposits according to the provisions of this extension policy. The five-year (5) period begins on the Extension Completion Date.

Permanent Service

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

Point of Delivery

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

Refund of Construction Deposit

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

Service Lateral

The buried supply pipe extending from the Distribution Main to and including the first valve or cock inside the outer building wall or, if the meter is to be outdoors, the point at which the supply pipe first enters the building, or extends above grade and enters the building or is first attached to the exterior wall of the building. This applies to installations on or after October 1, 2016.

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

Yard Line

That part of the Customer's gas piping system extending from the property line to the point where the piping enters a structure. Effective October 1, 2016, this will change to Service Lateral as defined above. Any Yard Line installed prior to October 1, 2016 will be owned and maintained by the Customer until such time as it needs to be replaced at which time the Customer will be informed of the installation requirements and that the new Service Lateral will be installed, owned and maintained by the Company.



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

CONSTRUCTION SPECIFICATIONS

The Company shall construct, install, operate and maintain facilities, including conducting leak surveys and cathodic protection in accordance with PHMSA regulations (49 CFR §§ 40; 191-193; 199) and shall conform with the Company's Gas Distribution Practices and the requirements of local governing bodies. The location of the Main Extension origin and the route to be followed in the construction of the Main Extension shall be determined by the Company after consideration of the engineering problems involved, and with the objective of providing safe and adequate service. The origin need not necessarily be at neither the point on the existing distribution system nearest to the Applicant's premises, nor does the route selected need to be the shortest distance between the origin and the Point of Delivery.

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

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS

Meter Installation

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

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

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



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

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS - CONTINUED

Service Lateral Installations

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

FEDERAL INCOME TAX

The Company reserves the right to add as a line item to the Customer's payment, any income tax consequences associated with the Customers cost of installation. There will be a thirteen (13) percent add-on to the bill as a line item. As a result of the 1986 Tax Act, CIAC are treated as taxable income and therefore are subject to corporate income tax as prescribed under Internal Revenue Code Section 118(b). In order for the Company to recover dollar-for-dollar on projects it undertakes and some portion of the associated income tax obligation, it has to charge the cost plus thirteen percent income tax. The thirteen percent factor reflects the tax benefit related to tax depreciation deductions that the Company will be allowed to claim on its future tax returns because CIAC result in additional property basis as a result of being taxable in the year of receipt. This add-on factor, including the recognition of the benefit from future tax depreciation, is standard practice in the industry. It is also important to note that the Company is not profiting from the collection of the tax.



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

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Permanent Residential Gas Service

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

Permanent Commercial Gas Service

For Commercial gas service, which includes Small, Medium, and Large Commercial Distribution Service, of a permanent character, the Company will install at the Company's expense as a Construction Allowance, the necessary gas Main Extension, Service Lateral and related facility upgrades based upon an economic analysis of the expected revenue of the Applicant. Where the Construction Costs of the required extension facilities exceed the Construction Allowance, the Applicant shall advance to the Company, prior to start of construction, as a Construction Payment, an amount equal to the excess cost of the gas facilities extension. Where more than one Applicant is involved, the proportionate share of the Construction Payment for each Applicant will be determined by the Company. Any Applicant, with the permission of the Company, may assume more than the Applicant's proportionate share of the required Construction Payment.



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

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Indeterminate Service

Applicants requesting service which is of an indefinite or indeterminate nature, such as that required by, but not limited to (a) speculative development of property for sale; (b) mines, quarries, sand pits, oil wells, and (c) other enterprises of more or less speculative characteristics, shall be required to pay to the Company, as a Construction Deposit and Construction Payment, prior to construction, the entire estimated Construction Costs for the necessary gas Main Extension facilities plus thirteen (13) percent.

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

Temporary and Intermittent Service

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



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

CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS – CONTINUED

Excess Construction Costs

If, in the judgment of the Company, an extension will entail Construction Costs which are unusual or abnormal, the Applicant will pay the Company a non-refundable Construction Payment in the amount of these excess costs plus thirteen (13) percent. Excess costs may include, but are not limited to, costs incurred for obtaining easements, rights-of-way, permit fees, provisions for special crews, overtime wages, use of special equipment and facilities, accelerated work schedules to meet the Applicant's request, special items required to meet local construction conditions, or difficult construction problems due to rock, frost, or boring, together with all incidental and overhead expenses connected therewith. If excess costs must be paid by the Applicant, the Applicant will be given written notice of such charges and such excess costs will be payable prior to commencement of construction.

REFUNDS OF CONSTRUCTION DEPOSITS

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

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

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





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

REFUNDS OF CONSTRUCTION DEPOSITS – CONTINUED

CONSTRUCTION DEPOSIT REFUNDS – DIRECT EXTENSIONS

Construction Deposits are refundable for a period of five (5) years from the Extension Completion Date. Construction Deposits are refundable up to the amount of the Construction Deposit whenever an extension of facilities is requested that directly connects to the facilities for which a Construction Deposit remains unrefunded, and the direct connection can be completed at an estimated cost which is less than the Construction Allowance. Any unused Construction Allowance is eligible to be refunded to the Applicant(s) who has an unrefunded Construction Allowance related to the facilities that the new extension directly connects to. For each Construction Deposit, the Company will annually determine the amount eligible for refund and refund any qualifying amount to the Applicant.

CONSTRUCTION DEPOSIT REFUNDS – JOINT TRENCH

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

REINFORCEMENTS

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



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

REFUNDS OF CONSTRUCTION DEPOSITS – CONTINUED

SERVICE LATERAL AND METER RELOCATIONS/REPLACEMENTS

If an existing Company-owned Service Lateral requires relocation for the Customer's convenience or because of new construction on the Customer's premises, the Company will relocate or replace the Service Lateral subject to the Customer's Construction Payment for the amount of the relocation costs, plus thirteen (13) percent.

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

EXCEPTIONS

In situations where the Main Extension will be of such length and the anticipated revenue to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be recovered, the Company reserves the right to require the Applicant to pay the Company, in advance, all construction costs plus thirteen (13) percent and, in addition, contract to pay the Company annually an amount to cover the on-going cost of insurance, replacement or removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.



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

TRANSMISSION LINE TAPS

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



RULES AND REGULATIONS  
NATURAL GAS SERVICE  
EXCESS FLOW VALVE PROGRAM

GENERAL CONDITIONS

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

DEFINITION

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

CUSTOMER ELIGIBILITY

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

- a) The Customer is individually metered by the Company and receives natural gas service through a single service line that serves a single residence under Company's Residential Gas Service;
- b) The Customer is individually metered through a branched service line to a single residence installed concurrently with the primary single residential service line. In this case, a single EFV may be installed to protect both service lines;
- c) The Customer is individually metered through a branched service line to a single residence installed off a previously installed single residential service line that does not contain an EFV;
- d) Residential Customers are located in multi-family residences with known customer loads not exceeding 1,000 Standard Cubic Feet per Hour ("SCFH") per service, at the time of service installation based on installed meter capacity;
- e) The Small Commercial Distribution Service Customer is individually metered and served by a single service line with a known customer load not exceeding 1,000 SCFH, at the time of meter installation, based on installed meter capacity;
- f) The Customer receives or, after connection, will receive natural gas service from a portion of the Company's natural gas distribution system which continuously operates above then (10) pounds per square inch gauge; and



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

CUSTOMER ELIGIBILITY - CONTINUED

- g) If there is no evidence of contaminants in the gas stream that could interfere with the operation of the EFV or cause the loss the service,
- h) Installation of an EFV does not interfere with necessary operation or maintenance activities.
- i) The company has access to an EFV that is commercially available and meets the performance standards in CFR §192.381

INSTALLATION

The Company shall install an Excess Flow Valve on service lines for all Eligible Customers requesting installation of an Excess Flow Valve. Such installation shall be made at a mutually agreeable date.

CUSTOMER RESPONSIBILITY

Eligible Customers requesting installation of an Excess Flow Valve shall be responsible for paying Company a one-time charge shown on the Schedule of Charges to reimburse Company for all costs directly connected with installing the Excess Flow Valve.



**RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE**

**GENERAL STATEMENT**

The following Natural Gas Transportation Rules and Regulations, filed with the Public Service Commission of Wyoming as part of the Company's Tariff, set forth the terms and conditions under which Transportation Service is provided and govern all classes of such service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the Rules of the Public Service Commission of Wyoming. Transportation Service furnished by the Company is also subject to the General Rules and Other Provisions Applicable to All Natural Gas Services sections and the Service Connection and Main Extension Policy in the Company's Tariff Rules and Regulations. In the event a conflict exists between the Company's Natural Gas Transportation Rules and Regulations and the General Rules and Other Provisions Applicable to All Natural Gas Services and/or the Service Connection and Main Extension Policy, the Natural Gas Transportation Rules and Regulations shall control.

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

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

**SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGMENTS**

The Shipper acknowledges that all service provided to the Shipper hereunder is for the benefit of the Shipper, and in the event that the Shipper fails to make timely payment for any service provided under this schedule, or is in violation of any rule or regulation of the Rate Schedule governing service as laid out in the currently-effective tariff, as may revised from time to time, all service provided to the Shipper and Receiving Party shall be subject to termination in accordance with the Company's Tariff Rules and Regulations.



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

CONDITIONS OF NATURAL GAS TRANSPORTATION SERVICE

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

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

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

Requests for Transportation Service.

- a. The Shipper shall submit to the Company a fully completed Transportation Service Request. The request will either be approved or denied by the Company within thirty (30) business days of the receipt thereof. If the Company provides notice that additional facilities are required as a condition for approval, the Company will specifically set forth the estimated cost of said facilities and any additional charges. The written notice of approval shall also set forth the cost, if applicable, of conversion from sales service. If denied, written notification will be provided to the Shipper no later than thirty (30) business days from receipt of the request notifying Shipper of the denial.
- b. All Transportation Service Requests shall be submitted in writing to the Company in the form prescribed in these Natural Gas Transportation Rules and Regulations by U.S. Mail, email, or facsimile.
- c. The Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Unless otherwise agreed to by the Company, the Company will not accept requests for service commencing later than one hundred eighty (180) days after the information specified in the Transportation Service Request form is provided to the Company. Requests shall be considered received only if the information specified in the Transportation Service Request form is provided.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

CONDITIONS OF NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

The Transportation Service Request form shall contain the following information:

- a. Gas Quantities. The Maximum Daily Quantity applicable to each receipt and delivery point, and estimated total quantities to be received and transported over the delivery period shall be stated individually in Dth's for each point of receipt and each point of delivery.
- b. Receipt Point(s).
  - (1) The Primary, and Secondary if applicable, Point(s) of entry into the Company's system; and
  - (2) The name of the pipeline, gatherer or other entity delivering the gas to the Company's system.
- c. Delivery Point(s).
  - (1) The Primary, and Secondary if applicable, Point(s) of delivery by the Company; and
  - (2) The name of the pipeline, local distribution company or other entity receiving the gas downstream of the Company.
- d. Term of Service. Date service is requested to commence, which shall be on the first day of a month.





RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

CONDITIONS OF NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

The Transportation Service Request form shall contain the following information: - Continued

- e. Creditworthiness. A Shipper which has not demonstrated adequate creditworthiness through past transactions with the Company or whose financial condition has changed since its last demonstration of creditworthiness shall, prior to the commencement of transportation or within seven days of a request from the Company to demonstrate creditworthiness, provide information sufficient to demonstrate its creditworthiness to the Company.
- (1) Evidence of creditworthiness may include the following, as applicable to the Shipper:
    - (i) a copy of the Shipper's most recent audited financial statement;
    - (ii) a copy of the Shipper's most recent annual report and 10-K form;
    - (iii) a list of affiliated companies, including the Shipper's parent company, subsidiary companies, and other affiliated companies, if any;
    - (iv) bank or other credit references;
    - (v) additional credit information specifically requested by the Company or submitted by the Shipper to establish the minimal creditworthiness of the Shipper. The Company will take all reasonable and necessary steps to protect the confidentiality of financial information submitted by the Shipper.
  - (2) If the Shipper chooses not to supply the information in subsection (1), above, or after submitting such information is determined by the Company not to be creditworthy, the Shipper may receive or continue to receive service under this Tariff if the Shipper supplies within seven (7) days of a request by the Company and keeps in place a letter of credit or similar good and sufficient security against which the Company may draw if the Shipper fails to remit when due amounts owed for transportation service actually rendered. Such letter of credit or other similar assurance shall be sufficient to reimburse the Company for three (3) months of transportation service to the Shipper at the Shipper's total Maximum Daily Quantity times the effective applicable maximum rate. Failure on the Shipper's part to provide the security set forth herein will be deemed to be consent on the part of the Shipper for the Company to delete the Shipper's request from the Company's transportation request log or to take appropriate legal steps to cease rendering service as the circumstances warrant or require.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

CONDITIONS OF NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

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

Initiation of Service. Within thirty (30) business days of the Shipper's receipt of an executable Transportation Service Agreement from the Company, the Shipper shall execute and deliver to the Company such Transportation Service Agreement. The Shipper shall be obligated to make payment for Transportation Service upon the effective date of the Transportation Service Agreement. If the Company has not received an executed Transportation Service Agreement within the required time or the Shipper has not begun paying for Transportation Service within the required time, the Company shall have the right to terminate the Transportation Service Agreement.

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

If the Shipper approves the installation of such facilities, the Shipper shall make payment for such additional facilities, including any income tax consequences associated with such payment, in accordance with the facilities installation agreement. All facilities installed by the Company will be installed in accordance with the Company's Service Connection and Main Extension Policy as contained in the Company's Rules and Regulations and shall continue to be owned, operated, and maintained by the Company.



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

SHIPPER'S RESPONSIBILITY

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

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

The Company shall have the right to interrupt service without prior notice to the Shipper in the event actions by the Shipper threaten the integrity of the Company's System or as a result of the Shipper's failure to comply with the terms of the applicable Rate Schedule or Transportation Service Agreement. In the event of a conflict between the Transportation Service Agreement and this Tariff, the Tariff shall govern.

With respect to any Shipper that fails to comply with the terms of the applicable Rate Schedule and/or the terms of the Shipper's Transportation Service Agreement, or if the Shipper is or has become insolvent or who, at the Company's request, fails within the timeframe specified by the Company to demonstrate creditworthiness in the manner set forth in these Rules and Regulations, the Company shall have in addition to any other rights hereunder or in the law the right, upon giving the Shipper written notice of non-compliance with the terms of the applicable Rate Schedule or terms of the Shipper's Transportation Service Agreement with the Company, to take appropriate legal steps to suspend, terminate, or abandon service if the Shipper fails to remedy said non-compliance within the period specified by the Company, and the Shipper shall be deemed by its failure to remedy non-compliance to have consented to such abandonment and termination of service.

For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing by such the Shipper or a parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

NOMINATIONS

- a. Customers are required to nominate daily. All nominations must be provided via the Company's internet-enabled electronic bulletin board and must include the volumes to be transported by receipt point(s) and by delivery point(s). All nominations for the Timely and Evening cycles for next day gas flow are due as set forth in the table below. All times listed below are Central Clock Time (CCT).

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

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, intra-day natural gas nominations that have priority over other classes of service can displace or "bump" that flowing or scheduled service for the cycles identified as bumpable in this Section of the Tariff Rules and Regulations. All times listed below are CCT.

Intraday 1*	ID 1 Nomination Deadline	10:00 AM
	Start of Gas Flow	2:00 PM
Intraday 2*	ID 2 Nomination Deadline	2:30 PM
	Start of Gas Flow	6:00 PM
Intraday 3**	ID 3 Nomination Deadline	7:00 PM
	Start of Gas Flow	10:00 PM

\*bumpable  
\*\*no bump

Except as otherwise provided herein, these quantities shall not exceed the Shipper's MDRQ, MDDQ, and MDTQ.. These Nominations shall include deliveries to the Company at each Receipt Point and an allocation of Receipt Point quantities requested for delivery to each Delivery Point, less any applicable FL&U Reimbursement quantities. On any Restricted Delivery Day, the Company will deliver those quantities nominated or the amount Allocated by the Interconnecting Party(s), whichever is lower.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

NOMINATIONS - CONTINUED

- b. Daily nominations will be accepted, scheduled and confirmed in the following order: 1) Firm Transportation Service at Primary Receipt Point(s); 2) Firm Transportation Service at Secondary Receipt Point(s); 3) Authorized Overrun Deliveries for Firm Transportation Service Agreements; and 4) Imbalance Resolution Gas. Nominations are subject to the approval of the Company.
- c. The Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made by submitting a Transportation Service Request form in accordance with the Tariff Rules and Regulations. In no event shall the Shipper be entitled to more Transportation Service than is provided for under the Transportation Service Agreement.
- d. Nominations for service at Secondary Receipt Point(s) shall be made in accordance with the Company's Nomination Procedures. On any day that sufficient uncommitted capacity is available on the Company's system, the Company may receive from the Shipper, or for the Shipper's account, quantities of natural gas tendered at Secondary Receipt Point(s). The Company may be unable to confirm a Secondary Receipt Point nomination. In no event shall the Shipper be entitled to more Transportation Service than is provided for under the Transportation Service Agreement.
- e. All nominated quantities will be expressed in Dekatherms per day and shall include FL&U Reimbursement.
- f. The Shipper and the Company will designate in writing their authorized personnel and alternates, and their respective telephone numbers and electronic mail (email) addresses to make and accept Nominations, including any future changes of such designation.
- g. The Shipper shall provide the Company separate Nominations for the purpose of scheduling Imbalance Resolution Gas. Authorized Imbalance Resolution Gas shall be the first gas interrupted by the Company in the event of a Capacity Interruption or Supply Curtailment and subject to Authorized Overrun Charges.
- h. Failure of the Shipper to provide daily Nominations to the Company may result in transportation being curtailed.
- i. The Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by the Shipper are correct.
- j. In the event that the Company determines that an emergency or other circumstances exist, the Company may modify Nomination procedures.



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

NOMINATIONS - CONTINUED

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

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

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

DETERMINATION OF QUANTITIES TRANSPORTED

Quantity determinations shall be done in accordance with the allocation methodologies shown below, and quantities will be apportioned in gas Day increments. Notwithstanding the foregoing, determinations may be adjusted by Supply Curtailments or other restrictions. Any quantities not curtailed by the Company which are transported in excess of confirmed Nominations or Allocations during any Restricted Delivery Day will be charged the Authorized Overrun Charge.

The allocation of gas quantities through any Receipt Point or Delivery Point will be the allocation supplied by the interconnecting pipeline or operator, or, if none, as reported by the point operator of the delivering facilities, or, if not so reported, then according to the following formula.

- a. If the quantity of gas available is equal to or greater than the total quantity of the daily nominations at a point, gas will be allocated pro rata to all services through the point, based on confirmed and scheduled nominations;
- b. If sufficient gas is unavailable to satisfy nominations, the available gas will be allocated pro rata to all services through the point, based on confirmed and scheduled nominations;

Notwithstanding the foregoing, the Company may, at its sole discretion, enter into pre-determined allocation agreements with upstream or downstream interconnecting parties to accommodate allocation methodologies different from those outlined in this section. The allocation methodology types which the Company may agree to are (1) ranked, (2) pro rata, and (3) percentage; provided that only one methodology can be applied during an allocation period. The party responsible for custody transfer (the party performing the measurement function) may provide the allocation. The upstream interconnecting party(s) providing the point confirmation may submit the pre-determined allocation to the Company after or during confirmation and before the start of the day.



RULES AND REGULATIONS  
GAS TRANSPORTATION SERVICE - CONTINUED

IMBALANCE PROVISION

The Shipper shall make every effort to manage daily receipts of the Shipper's Gas at the Receipt Point(s) and deliveries to the Delivery Point(s) so that the

Imbalance(s) at the end of each Month, including any Imbalance(s), carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for FL&U Reimbursement. Imbalances will be determined by the Company on a daily basis or as otherwise specified.

The Company shall determine the monthly Imbalance(s) attributable to each Transportation Service Agreement for each Shipper through the last day of the billing month.

The cumulative Imbalance(s) shall be calculated as the cumulative total of all previous and current monthly Imbalance(s) which have not been cashed out or cured in any other manner as allowed in this Tariff. Black Hills Energy will take any prior period adjustments for receipts or deliveries into account in calculating the cumulative Imbalance.



RULES AND REGULATIONS  
GAS TRANSPORTATION SERVICE - CONTINUED

IMBALANCE PROVISION – CONTINUED

At the end of any month, the cumulative Imbalance for a Shipper will be cashed out.

The term “cash out” or “cashed out” shall refer to the resolution of the cumulative Imbalance quantity by the procedures set forth herein pursuant to which a market index rate is multiplied by the cumulative Imbalance to determine an amount payable either to the Company or the Shipper to eliminate the cumulative Imbalance. A charge or credit, as applicable, to Shipper’s cumulative Imbalance will be added to the Shipper’s next monthly bill according to the following schedule:

a. CASHOUT OF OVER-RECEIPT CUMULATIVE IMBALANCES

Shipper’s invoice will be credited the amount of the cumulative imbalance Dth multiplied by the cash out Credit Rate.

Over-Receipt cash out credit Rate:

Imbalance as a Percentage of Actual Receipt	Rate as a % of Average Spot Index Credit*
5% or Less	100%
Greater than 5%	70%

\* Index is the lowest “Spot Gas Prices Delivered to Pipelines”, relative to Colorado Interstate Gas Company (CIG), under the “Average” column for each week (or the superseding reference number if the titling is revised), applicable to the Rocky Mountain region, as published in Natural Gas Intelligence Weekly Gas Price Index, for the month which most closely corresponds to the monthly in which the imbalance occurred.

b. CASHOUT OF UNDER-RECEIPT IMBALANCES

Shipper’s invoice will be charged the amount of the cumulative imbalance Dth multiplied by the cash out Charge Rate.

Under-Receipt cash out charge Rate:

Imbalance as a Percentage of Actual Receipt	Rate as a % of Average Spot Index Credit*
5% or Less	100%
Greater than 5%	130%

\* Index is the highest “Spot Gas Prices Delivered to Pipelines”, relative to Colorado Interstate Gas Company (CIG), under the “Average” column for each week (or the superseding reference number if the titling is revised), applicable to the Rocky Mountain region, as published in Natural Gas Intelligence Weekly Gas Price Index, for the month which most closely corresponds to the monthly in which the imbalance occurred.





RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

3.3.7 IMBALANCE PROVISION – CONTINUED

- c. Payment of cash out amounts as determined above shall resolve all cumulative Imbalance quantities considered in such cash out calculations.

Daily Imbalances. Except in the event of a Shipper force majeure, if, on any day of flow, actual receipts or deliveries at the Company's Receipt Point(s) or Delivery Point(s) differ from the Shipper's daily Nominations by more than fifteen percent (15%) of such daily Nomination (net of any adjustments for FL&U Reimbursement quantities and adjustments for the offset of Imbalance resolution gas) in the Company's reasonable judgment, the Company shall have the right to require the Shipper to make a revised intra-day Nomination to cause the forecasted receipts and deliveries (net of any adjustments for FL&U Reimbursement quantities and adjustments for the offset of Imbalance resolution gas) for that day to be equal. If a revised intra-day Nomination is not received by the Company within two (2) hours after notification of such deviation to the Shipper by the Company, further transportation may be curtailed until a revised intra-day Nomination is received.

Operational Imbalances. At no time shall the Company be required to receive quantities at the Receipt Point(s) for the Shipper's account in excess of the quantities the Shipper or the Shipper's designee will accept at the Delivery Point(s) on a concurrent basis, plus any applicable FL&U Reimbursement volumes. At no time shall the Company be required to deliver quantities at the Delivery Point(s) for the Shipper's account in excess of the quantities Shipper causes to be received by the Company at the Receipt Point(s) on a concurrent basis, less adjustments for FL&U Reimbursement volumes.

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

Subject to availability on the Company's System, the Shipper shall be entitled to take gas at any Delivery Point at an hourly rate necessary to serve its markets; provided, however, that the Shipper shall not be entitled to take, and the Company shall not be obligated to deliver, gas during any hour at any Delivery Point in excess of the Shipper's Maximum Daily Quantity for such Delivery Point or in excess of the quantities Shipper causes to be received by the Company at the Receipt Point(s) on a concurrent basis, less adjustments for FL&U Reimbursement volumes.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

IMBALANCE PROVISION – CONTINUED

**Imbalance Report.** The Company shall notify the Shipper of the Imbalance, by way of a statement of transportation of the Shipper's gas concurrent with the Shipper's invoice for Transportation Service via the Company's internet-enabled electronic bulletin board, mail, or other means as designated by the Company. If a Shipper disagrees with the Company's Imbalance on the transportation statement, stating reasons, therefor, the Shipper shall notify the Company as soon as practicable, but in no event later than fifteen (15) days after receipt of the Company's transportation statement. However, such notice disputing the accuracy of the statement shall not be sufficient reason for delaying correction of the Imbalance or withholding payment pursuant to cash out provisions. If the statement is found not to be accurate, the Company will adjust the Imbalance and the amount of over or underpayment on the next bill or statement.

BALANCING UPON TERMINATION

Upon termination or cancellation of the Transportation Service Agreement, if Transportation Service is not continued under another Transportation Service Agreement, any under-deliveries or over-deliveries shall be eliminated at the earliest practicable date, not to exceed thirty (30) days following such termination or cancellation. If at the end of the thirty (30) day period an under-delivery or over-delivery exists, then, as appropriate, the Company shall cash out any remaining cumulative Imbalance to zero percent (0%) in accordance with the cash out provisions in the Imbalance Provision section of this Tariff.

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

IMBALANCES DUE TO MEASUREMENT OR BILLING ERROR

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

OVERRUN

Transportation Service in excess of the Maximum Daily Quantity shall not be permitted.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

SUPPLY CURTAILMENTS

Transportation Service hereunder is subject to receipt of adequate supplies of the Shipper's Gas by the Company. Should the Shipper fail to cause the Shipper's Gas to be supplied to the Company for transportation, or if supplies of the Shipper's Gas are not confirmed by Interconnecting Party, the Company will notify the Shipper via the Company's internet-enabled electronic bulletin board, telephone, email, or other means as designated by the Company. The Company will accept, until 10:00 a.m. CCT the morning of such gas Day, revised Nominations that conform with the receipt quantities confirmed from the curtailed Interconnecting Party(s). The Company will also allow resourcing of curtailed quantities from other Receipt Point(s) as listed on Exhibit A to the Shipper's executed Transportation Service Agreement, subject to availability, and provided the revised Nomination is submitted no later than 10:00 a.m. CCT the morning of such gas Day. The Shipper is responsible for notifying the Interconnecting Party(s) to make corresponding confirmations of supply to the Company in accordance with the Interconnecting Party(s) currently-effective nomination cycle deadline for the Intraday 1 Nomination cycle of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) by 1:00 p.m. CCT shall be deemed denied. If the Company does not receive from the Shipper revised conforming Nominations by 10:00 a.m. CCT the morning of such gas Day, or if the revised Nominations are not confirmed by the Interconnecting Party(s) by 1:00 p.m. CCT of such gas Day, then the Shipper may be subject to immediate Supply Curtailment of Transportation Service upon notification by the Company.

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

RESTRICTED DELIVERY DAY

In the event of a Restricted Delivery Day the Company will send notice of such event via the Company's internet-enabled electronic bulletin board, mail, or other means as designated by the Company to the Shippers by 6:00 p.m. CCT the day prior to the implementation of the Restricted Delivery Day. At that time the Company will accept, until 10:00 a.m. CCT the morning of such gas Day, revised Nominations.

The Shipper is responsible for notifying the Interconnecting Party(s) to make corresponding confirmations of supply to the Company in accordance with the Interconnecting Party(s) currently-effective nomination cycle deadline for the Intraday 1 Nomination cycle of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before 1:00 p.m. CCT shall be deemed denied. In the event of an emergency, the Company may at any time call a Restricted Delivery Day, and will send notice via the Company's internet-enabled electronic bulletin board, mail, or other means as designated by the Company to the Shippers of the Restricted Delivery Day, and may accept revised Nominations if the Company in its sole judgment is administratively and operationally able to do so.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

CAPACITY INTERRUPTIONS

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

ASSIGNMENTS

The Shipper shall make no sale or assignment of the executed Transportation Service Agreement or any of the rights or obligations thereunder unless there first shall have been obtained the written consent thereto of the Company; provided, however, that the Company will not withhold consent in an unreasonable or unduly discriminatory manner or in a manner otherwise inconsistent with the regulations of the Public Service Commission of Wyoming. An assignment will be treated as a new request for service unless gas is tendered by the Assignee within sixty (60) days of the date of assignment.

NOTICES

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



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

BILLING AND PAYMENT

Statements for transportation of the Shipper's Gas under this transportation Tariff and invoices for such Transportation Service will be rendered on or before the ninth (9th) Business Day of each Month, for services rendered to the Shipper under the executed Transportation Service Agreement during the preceding month. Statements and invoices shall be rendered via the Company's internet-enabled electronic bulletin board, mail, or other means as designated by the Company.

Payment to the Company for services rendered during the preceding month shall be due and payable ten (10) days from the invoice date. Subject to the provisions below, the Shipper shall make such payment to the Company by wire transfer in immediately available funds to a depository designated by the Company. When the due date falls on a day other than a Business Day, the Shipper shall cause such payment to be actually received by the Company on or before the first Business Day after such due date.

In the event the Shipper is unable to make payment by wire transfer, then payment to the Company for services rendered during the preceding month shall be due and payable ten (10) days after the invoice date. The Shipper shall cause payment for such bill to be actually received by the Company at a lock box designated by the Company, on or before such due date.

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

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



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

BILLING AND PAYMENT - CONTINUED

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

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

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

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

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

Simple interest on such deposits at the Commission Authorized Interest Rate as defined in the Commission Rules will be calculated for the period elapsed from date of deposit to date refunded, provided that such period is not less than six months, and provided further that such deposits will not draw interest after the date on which the Company notifies the Customer that deposit will be refunded or after service is discontinued. Interest will be paid annually upon written request of the Customer or upon refund of deposits. Interest will be paid on Shipper deposits either by check or a credit to the Shipper's account.



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

TAXES

The Shipper shall pay or cause to be paid all taxes and assessments imposed on the Shipper with respect to natural gas transported prior to and including its delivery to the Company, and the Company shall pay or cause to be paid all taxes and assessments imposed on the Company with respect to natural gas transported after its receipt by the Company and prior to redelivery to the Shipper; provided, however, that the Shipper shall pay to the Company all taxes, levies or charges which the Company may by law be required to collect from the Shipper by reason of all services performed for the Shipper and for which the Company has not already provided for collection through its rates.

Neither party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other party used for the purpose of carrying out the provisions of the executed Transportation Service Agreement.

CONTROL, POSSESSION AND ALLOCATION OF NATURAL GAS

As between the Company and the Shipper, the Company shall be deemed to be in control and possession of the natural gas from the time it is delivered to the Company at the Receipt Point(s) until it is redelivered to the Shipper at the Delivery Point(s), and the Shipper shall be deemed to be in control and possession of the natural gas at all other times.

The Company shall have no responsibility prior to its acceptance of natural gas at the Receipt Point(s) and after delivery at the Delivery Point(s), and the Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to the Company at the Receipt Point(s) for transportation, and for all arrangements necessary for receipt of natural gas for the account of the Shipper at the Delivery Point(s), which arrangements otherwise meet the provisions set forth in these Rules and Regulations.

In the event the natural gas tendered by the Shipper to the Company at the Receipt Point(s) for transportation, or delivered by the Company to the Shipper (or for the Shipper's account) at the Delivery Point(s), is commingled with other natural gas at the time of measurement, the determination of deliveries applicable to the Shipper shall be made by the Company.

In the event the Shipper is receiving Transportation and/or Sales Service from the Company under more than one Rate Schedule, gas delivered by the Company to the Shipper shall be deemed to be first applicable to sales service pursuant to Sales Rate Schedules, and second to Transportation Rate Schedules.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE – CONTINUED

ADVERSE CLAIMS TO NATURAL GAS

Notwithstanding anything to the contrary in the executed Transportation Service Agreement, the Shipper agrees to indemnify and hold harmless the Company, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including costs and attorneys' fees, suffered by the Company, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the natural gas tendered for transportation.

QUALITY

Gas Receipts. Unless otherwise specified by the Company, gas tendered to the Company will conform with the quality specifications set forth under this Tariff and associated Transportation Service Agreement executed between the Shipper and the Company.





RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

QUALITY - CONTINUED

The Company has no obligation to accept gas of a lesser quality than that set forth herein above or to accept gas of a lesser quality than that which is to be delivered. The Company may, however, accept natural gas which differs from the quality specifications set forth above, but only until such time as the Company, in its reasonable discretion and judgment, determines that natural gas received for transportation must conform to the quality specifications set forth above to maintain desired standards in and/or prudent operation of part or all of the Company's System. Upon such a determination, the Company will notify the Shipper that, within a specified period of time, all prospective deliveries must comply with the quality specifications set forth above or the provisions of the paragraph below shall be applicable to all natural gas tendered for transportation which does not so comply.

If gas tendered to the Company would cause gas that the Company tenders to another pipeline to fail to meet the quality specifications set forth in the Tariff of the other pipeline, the Company may refuse to accept such gas even if it meets the quality specifications hereunder.

If, at any time, gas tendered by the Shipper for transportation by the Company shall fail to substantially conform to any of the applicable quality specifications, the Company shall notify the Shipper of such continuing quality deficiency; and in the event that within the specified period of time set forth in the deficiency to the extent necessary, the Company may, at its option, refuse to accept delivery pending further correction of the deficiency by the Shipper to the extent necessary.

Failure by the Shipper to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Transportation Service Agreement.

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

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



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RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

QUALITY - CONTINUED

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

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

Gas Interchangeability. For safe and efficient pipeline operations, gas received by the Company must be interchangeable from a utilization basis with supplies in its System. Because the gas composition must be known to determine if a supply is interchangeable, the Company reserves the right in all instances to evaluate gas composition to determine System compatibility and to refuse any gas which is unacceptable.

POSSESSION OF, TITLE TO, AND WARRANTY OF GAS

Possession of gas. Shipper shall be deemed to be in exclusive control and possession of gas to be transported under this Tariff until such has been received by Company at the Receipt Point(s). Company shall be deemed to be in possession of the gas delivered by the Shipper only from the time it is received by Company for transportation at the Receipt Point(s) until it is delivered to the Shipper at the Delivery Point(s). The Shipper shall be deemed to be in possession of such gas prior to such receipt and after such delivery. Company shall have no responsibility with respect to such gas before receipt by it or after delivery to the Shipper. The Shipper shall have no responsibility with respect to such gas while it is deemed to be in Company's possession.

Title to gas. With the exception of the quantities retained by the Company for FL&U Reimbursement quantity and other allowable in-kind deductions, title, or the right to acquire title, to all gas delivered by the Shipper to Company for transportation under this Tariff shall be held by the Shipper. Except as provided in this Tariff, Company shall not take title to the gas transported or stored pursuant to a Service Agreement.

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

3.3.22 STATUTORY REGULATIONS

The respective obligations of the Company and the Shipper under the executed Transportation Service Agreement are subject to the laws, orders, Rules and Regulations of duly constituted authorities having jurisdiction.



RULES AND REGULATIONS  
NATURAL GAS TRANSPORTATION SERVICE - CONTINUED

3.4.1 EASEMENTS

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



FORM OF TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between

Black Hills Northwest Wyoming Gas Utility Company, LLC, d/b/a Black Hills Energy hereinafter referred to as "Black Hills Energy," and \_\_\_\_\_, a \_\_\_\_\_, herein referred to as "Shipper."

WHEREAS, Black Hills Energy owns and operates a natural gas local distribution pipeline system located in the state of Wyoming that is regulated by the Wyoming Public Service Commission (Commission) and through which it provides certain natural gas transportation services; and

NOW THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Black Hills Energy and the Shipper agree as follows:

ARTICLE I  
Gas To Be Transported

- 1.1 Subject to the terms and provisions of this Agreement and of Black Hills Energy's Rate Schedule, Black Hills Energy agrees to accept such volumes of natural gas as the Shipper may cause to be tendered to Black Hills Energy at the Receipt Point(s) for transportation on a firm basis, up to the Maximum Daily Quantities of natural gas set forth on Exhibit A, plus any applicable fuel, loss and unaccounted for gas reimbursement volumes ("FL&U Reimbursement").
- 1.2 Black Hills Energy shall schedule the available transportation capacity on the basis set forth in Section 3.3.5 of the Tariff Rules and Regulations incorporated by reference in the Transportation Service Rate Schedule.
- 1.3 In accordance with Section 3.3.5 of the Tariff Rules and Regulations incorporated by reference in the Transportation Service Rate Schedule, Black Hills Energy shall deliver on a firm basis and the Shipper shall accept at the Delivery Point(s) referenced in Paragraph 2.2 of Article II a quantity of natural gas equivalent, on an MMBtu basis, to the quantity of natural gas received by Black Hills Energy at the Receipt Point(s) for transportation hereunder less any applicable FL&U Reimbursement volumes; provided, however, that in no event shall Black Hills Energy be obligated to deliver on any day for transportation hereunder volumes in excess of the Maximum Daily Quantities for each Delivery Point set forth on Exhibit B.

ARTICLE II  
Receipt Point(s), Delivery Point(s) and Delivery Pressures

- 2.1 The Receipt Point(s) at which the Shipper shall cause natural gas to be tendered to Black Hills Energy for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure, actual average atmospheric pressure, and other pertinent factors are also set forth in Exhibit A.



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FORM OF TRANSPORTATION SERVICE AGREEMENT

- 2.2 The Delivery Point(s) at which Black Hills Energy shall deliver thermally equivalent quantities of natural gas transported hereunder, after appropriate reductions, are described in Exhibit B to this Agreement.

ARTICLE III

Rate Schedule(s) and Rules and Regulations

- 3.1 The Shipper shall pay Black Hills Energy for services rendered hereunder in accordance with the Black Hills Energy Transportation Service Rate Schedule, or superseding Rate Schedule(s) on file with and subject to the jurisdiction of the Commission and lawfully in effect.
- 3.2 The parties hereto agree that Black Hills Energy shall have the right from time to time to propose and file with the Commission changes, amendments, revisions and modifications in:
- (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and
  - (b) the Tariff Rules and Regulations incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that the Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that the Shipper may have with respect thereto.

- 3.3 This Agreement in all respects is subject to the provisions of the Transportation Service Rate Schedule, or superseding Rate Schedule(s), and applicable provisions of the Rules and Regulations included by reference to said Rate Schedule filed by Black Hills Energy with the Commission, all of which are by reference made a part hereof.

ARTICLE IV

Requirements and Conditions Precedent

- 4.1 This Agreement and the transportation arrangements provided for in this Agreement are subject to the jurisdiction, regulation, and orders of the Commission and the provisions of the Commission's Rules, as amended from time to time.
- 4.2 Should the Commission (or successor governmental agency) impose by rule or order any terms and conditions upon this Agreement which are not satisfactory to Black Hills Energy or the Shipper, Black Hills Energy or the Shipper, upon issuance of said rule or order and notification to the other party, may terminate this Agreement and take appropriate legal steps to terminate service.



FORM OF TRANSPORTATION SERVICE AGREEMENT

- 4.3 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:
- (a) all necessary transportation agreements upstream of Black Hills Energy have been executed;
  - (b) all facilities necessary to commence service are in place and operational;
  - (c) all information required by the Tariff Rules and Regulations have been provided to Black Hills Energy;
  - (d) (other specific terms); and
  - (e) all terms of the Transportation Service Rate Schedule have been complied with by the Shipper.

ARTICLE V  
Term

- 5.1 This Agreement shall become effective on. After this Agreement becomes effective, it shall continue in full force and effect for a primary term of one (1) year and shall continue year to year thereafter unless terminated by either party upon one hundred and twenty (120) days written notice prior to the end of the contract period.

ARTICLE VI  
Notices

- 6.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered by hand to the following address of the other party:

**Black Hills Energy:**  
**Black Hills Energy**  
**1301 West 24th Street**  
**Cheyenne, WY 82001**

**Shipper:**  
 (Insert address)  
 Telephone No.:  
 Facsimile No.:  
 Email Address:

or to such other address as a party shall designate by formal written notice. Routine communications may be made by ordinary mail, electronic mail (email) or facsimile to the above facsimile number. Operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to Black Hills Energy for services rendered hereunder shall be made in accordance with the Tariff Rules and Regulations incorporated by reference in the Transportation Service Rate Schedule.



FORM OF TRANSPORTATION SERVICE AGREEMENT

ARTICLE VII  
Other Operating Provisions

(This Article is to be utilized when necessary to specify other operating provisions. It may not be used to alter the terms and conditions of the Transportation Service Rate Schedule or in a manner that would result in unduly discriminatory treatment of the Shipper.)

ARTICLE VIII  
Miscellaneous

8.1 Black Hills Energy and the Shipper expressly agree that the laws of the State of Wyoming shall govern the validity, construction, interpretation, and effect of this Agreement and of the Tariff Rules and Regulations incorporated by reference in the Transportation Service Rate Schedule.

8.2 Exhibits A and B attached to this Agreement are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendments shall be reflected in a revised Exhibit A and/or B and shall be incorporated by reference as part of this Agreement. This Agreement shall be subject to Black Hills Energy's Transportation Service Rate Schedule.

8.3 Black Hills Energy may from time to time waive certain requirements set forth in this Agreement; provided, however, that such waiver shall not be construed as a permanent waiver or change of this Agreement.

8.4 The term "Shipper" as used herein shall apply to any agent or assignee of the Shipper authorized to act on behalf of the Shipper in accordance with the Tariff Rules and Regulations incorporated by reference in the Transportation Service Rate Schedule, and as evidenced by written notice to Black Hills Energy by the Shipper.

IN WITNESS HEREOF, the parties caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

Black Hills Energy

(SHIPPER)

By:

By:

Name:

Name:

Title:

Title:



FORM OF TRANSPORTATION SERVICE AGREEMENT

EXHIBIT A  
To The Transportation Service Agreement  
Dated \_\_\_\_\_

Between Black Hills Energy and \_\_\_\_\_

Shipper's Transportation Contract Demand (Total Maximum Daily Quantity): \_\_\_\_\_ MMBtu

Maximum  
Daily  
Quantity  
(MMbtu)

Primary Receipt Point(s)

Secondary Receipt Point(s)

\* Necessary pressure to enter the Black Hills Energy System; not in excess of: 500 psig

A. Effective Date of this Exhibit A: \_\_\_\_\_

Black Hills Energy

(SHIPPER)

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

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

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

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





FORM OF TRANSPORTATION SERVICE AGREEMENT

EXHIBIT B

To The Transportation Service Agreement  
Dated \_\_\_\_\_

Between Black Hills Energy and \_\_\_\_\_

Shipper's Transportation Contract Demand (Total Maximum Daily Quantity): \_\_\_\_\_ MMBtu

Maximum  
Daily  
Quantity  
(MMbtu)

Primary Delivery Point(s)

Secondary Delivery Point(s)

\*Black Hills Energy's prevailing line pressure; not in excess of: 500 psig

A. Effective Date of this Exhibit B: \_\_\_\_\_

Black Hills Energy

(SHIPPER)

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

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

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

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



**APPENDIX A**

**BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM**

**Purpose**

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

**New and Remanufactured Meters – Quality Assurance Testing**

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

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

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

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

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



**APPENDIX A**

**BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED**

**New and Remanufactured Meters – Quality Assurance Testing - Continued**

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

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

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

**Meter Testing Program:**

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

**Statistical Sampling**

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



**APPENDIX A**

**BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED**

**Statistical Sampling - Continued**

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

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

**Periodic Intervals**

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

**Mileage/Volume Testing**

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

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



**APPENDIX A**

**BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED**

**Summary of Testing Programs:**

**Mechanical Meter Type**

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

**Test Frequency**

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

Mileage testing overrides the above frequency. See Mileage testing above.

**Meter Accuracy**

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

**Meter Test Equipment**

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



## APPENDIX A

### BLACK HILLS ENERGY NATURAL GAS METER TESTING PROGRAM - CONTINUED

#### Testing Equipment and Certification Frequency Intervals:

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

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

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

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

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

THERMOMETER – certified annually by NIST certified lab.

DRY LEAK TESTER – not to exceed three years.

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

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

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

PK TESTER – certified annually by NIST certified lab.

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

#### Additional Monitoring and Information

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

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