



Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 3  
Original Sheet No. 0

Black Hills Wyoming Gas, LLC Wyo. P.S.C. Tariff No. 3  
Cancels in its Entirety  
Wyo. P.S.C. Tariff No. 2

Schedule of Rates

For Natural Gas Service

Available in the Entire Territory Served By

Black Hills Wyoming Gas, LLC

d/b/a Black Hills Energy



Black Hills Wyoming Gas, LLC  
1301 W 24th St  
Cheyenne, WY 82001  
(888) 890-5554

Communications Concerning Tariffs Should Be Addressed to:

Regulatory  
Black Hills Wyoming Gas, LLC  
1301 W 24th St  
Cheyenne, WY 82001  
(307) 778-2101



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## OVERVIEW

### GENERAL STATEMENT REGARDING RATE AVAILABILITY

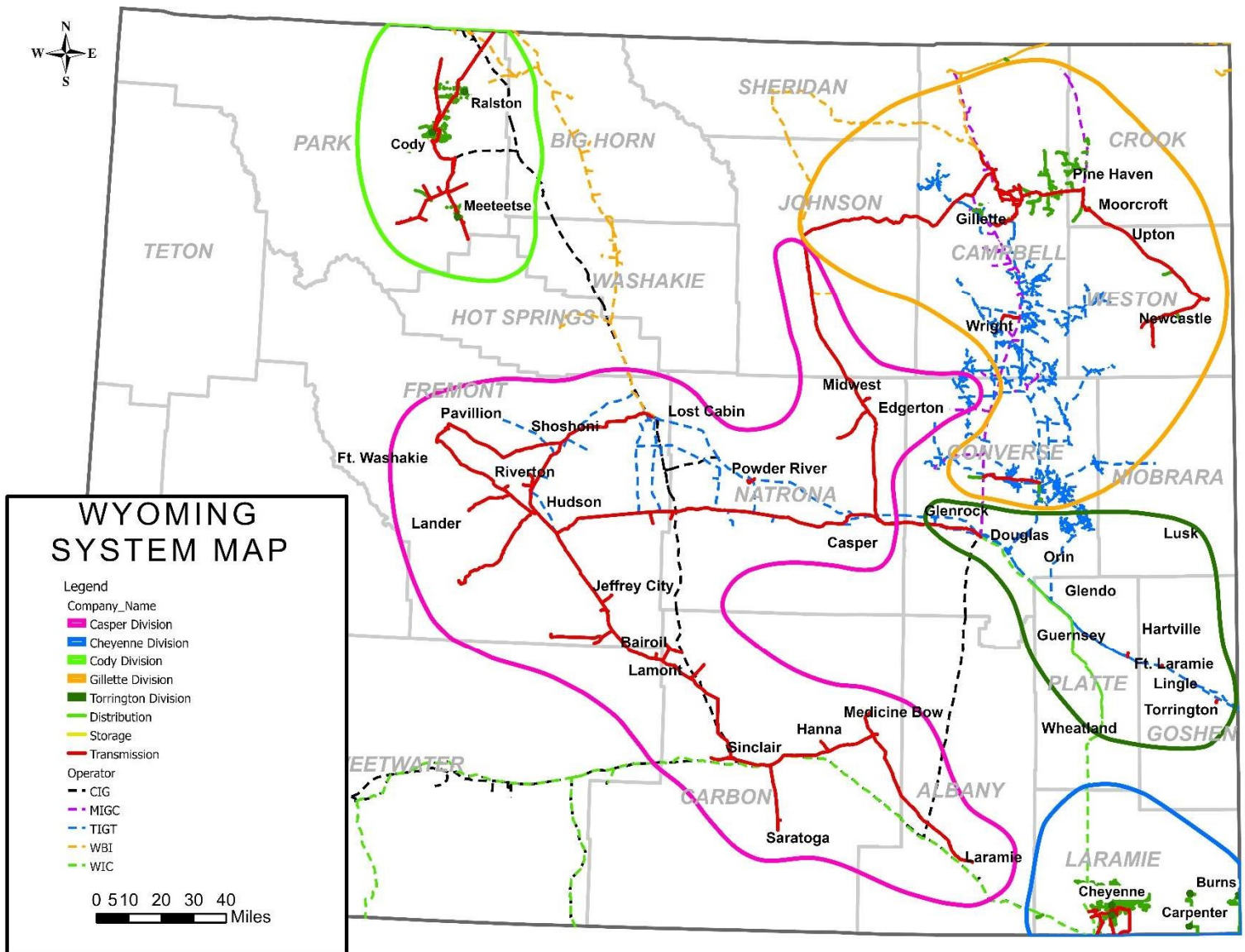
The following Rules and Regulations, filed with the Wyoming Public Service Commission (“Commission”) as part of the natural gas tariff of the Company, set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territories served by the Company.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

The territory served by the Company is:

- **Casper Division:**
  - In and about the communities of Riverton, Shoshoni, Arapahoe, Hudson, Lander, Ethete, Wind River, Fort Washakie, Pavillion, Casper, Midwest, Edgerton, Mills, Evansville, Mountain View, Midwest Heights, Allendale, Dempsey Acres, Pineview, Red Buttes Village, Paradise Valley, Bar Nunn, Jeffrey City, Rawlins, Sinclair, Saratoga, Medicine Bow, Hanna, Laramie and Evansville
  - In rural areas along the distribution lateral from Walcott Junction to Saratoga
  - In rural areas along the transmission lines
    - Between the Beaver Creek Field and Arapahoe Junction
    - Designated as “Arapahoe Junction Winkelman Dome Line” and as “Pilot Butte Field to Winkelman Dome Line”
    - Between the Sand Draw Compressor Station in Fremont County and the Billy Creek field in Johnson County
    - From the Sand Draw Compressor Station in Fremont County to the compressor station near Sinclair in Carbon County
    - From Rawlins in Carbon County to Medicine Bow in Carbon County
    - From Medicine Bow in Carbon County to Oil Springs in Carbon County and
    - From Oil Springs in Carbon County to Laramie in Albany County
  - In rural areas along the transmission lines of Colorado Interstate Gas Company within Carbon and Albany Counties
  - In and about the community of Evansville along Tallgrass Interstate Gas Transmission LLC’s transmission line
- **Special Provision Customer Group within the Casper Division:**
  - In and about the communities of Lost Cabin and Powder River
  - Served directly from taps off of Colorado Interstate Gas Company’s interstate pipeline
- **Gillette Division:**
  - In and about the communities of Gillette, Newcastle, Moorcroft, Upton and Wright including points of delivery in portions of Crook, Weston, Campbell, Johnson and Converse counties
- **Torrington Division:**
  - In and about the communities of Torrington, Glenrock, Douglas, Glendo, Guernsey, Wheatland, Fort Laramie, Lingle and Lusk
- **Cheyenne Division:**
  - In and about the City of Cheyenne, the town of Burns, Carpenter, and Pine Bluffs, and the fringe and rural areas adjacent thereto
- **Cody Division:**
  - In an about the City of Cody, the town of Meeteetse and Ralston and the fringe and rural areas adjacent thereto



## OVERVIEW SYSTEM MAP





Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 3  
Original Sheet No. 4

**STATEMENT OF RATES AND CHARGES**

Billing Group	Type of Charge	Base	RAM 1/	WIR 2/	EE Surcharges 3/	GDCA 4/	FEW 7/	Subtotal	Gas Cost 5/	Total Rate	Billing Units
<b>Residential – RGS</b>											
	Customer Charge	\$33.00						\$33.00		\$33.00	Per Month
	Choice Gas Administrative Charge 6/	\$0.24						\$0.24		\$0.24	Per Month
	Choice Gas Volumetric Charges without FEW	\$0.2008	(\$0.0138)	(\$0.0009)	\$0.0046	\$0.0000		\$0.1907	Choice Gas Price	\$0.1907 + Choice Gas Price	Per Therm
	Choice Gas Volumetric Charges with FEW	\$0.2008	(\$0.0138)	(\$0.0009)	\$0.0046	\$0.0000	\$0.1149	\$0.3056	Choice Gas Price	\$0.3056 + Choice Gas Price	Per Therm
	GCA Volumetric Charges without FEW	\$0.2008	(\$0.0138)	(\$0.0009)	\$0.0046	\$0.0000		\$0.1907	\$0.3692	\$0.5599	Per Therm
	GCA Volumetric Charges with FEW	\$0.2008	(\$0.0138)	(\$0.0009)	\$0.0046	\$0.0000	\$0.1149	\$0.3056	\$0.3692	\$0.6748	Per Therm
<b>Small General Service – SGS</b>											
	Customer Charge	\$40.00						\$40.00		\$40.00	Per Month
	Choice Gas Administrative Charge 6/	\$0.24						\$0.24		\$0.24	Per Month
	Choice Gas Volumetric Charges without FEW	\$0.2085	(\$0.0138)	\$0.0048	\$0.0021	\$0.0000		\$0.2016	Choice Gas Price	\$0.2016 + Choice Gas Price	Per Therm
	Choice Gas Volumetric Charges with FEW	\$0.2085	(\$0.0138)	\$0.0048	\$0.0021	\$0.0000	\$0.1149	\$0.3165	Choice Gas Price	\$0.3165 + Choice Gas Price	Per Therm
	GCA Volumetric Charges without FEW	\$0.2085	(\$0.0138)	\$0.0048	\$0.0021	\$0.0000		\$0.2016	\$0.3692	\$0.5708	Per Therm
	GCA Volumetric Charges with FEW	\$0.2085	(\$0.0138)	\$0.0048	\$0.0021	\$0.0000	\$0.1149	\$0.3165	\$0.3692	\$0.6857	Per Therm
<b>Medium General Service – MGS</b>											
	Customer Charge	\$96.00						\$96.00		\$96.00	Per Month
	Choice Gas Administrative Charge 6/	\$0.24						\$0.24		\$0.24	Per Month
	Choice Gas Volumetric Charges without FEW	\$0.1974	(\$0.0138)	(\$0.0033)	\$0.0021	\$0.0000		\$0.1824	Choice Gas Price	\$0.1824 + Choice Gas Price	Per Therm
	Choice Gas Volumetric Charges with FEW	\$0.1974	(\$0.0138)	(\$0.0033)	\$0.0021	\$0.0000	\$0.1149	\$0.2973	Choice Gas Price	\$0.2973 + Choice Gas Price	Per Therm
	GCA Volumetric Charges without FEW	\$0.1974	(\$0.0138)	(\$0.0033)	\$0.0021	\$0.0000		\$0.1824	\$0.3692	\$0.5516	Per Therm
	GCA Volumetric Charges with FEW	\$0.1974	(\$0.0138)	(\$0.0033)	\$0.0021	\$0.0000	\$0.1149	\$0.2973	\$0.3692	\$0.6665	Per Therm
<b>Large General Service – LGS</b>											
	Customer Charge	\$198.00						\$198.00		\$198.00	Per Month
	Choice Gas Administrative Charge 6/	\$0.24						\$0.24		\$0.24	Per Month
	Choice Gas Volumetric Charges without FEW	\$0.1671	(\$0.0138)	(\$0.0012)	\$0.0021	\$0.0000		\$0.1542	Choice Gas Price	\$0.1542 + Choice Gas Price	Per Therm
	Choice Gas Volumetric Charges with FEW	\$0.1671	(\$0.0138)	(\$0.0012)	\$0.0021	\$0.0000	\$0.1149	\$0.2691	Choice Gas Price	\$0.2691 + Choice Gas Price	Per Therm
	GCA Volumetric Charges without FEW	\$0.1671	(\$0.0138)	(\$0.0012)	\$0.0021	\$0.0000		\$0.1542	\$0.3692	\$0.5234	Per Therm
	GCA Volumetric Charges with FEW	\$0.1671	(\$0.0138)	(\$0.0012)	\$0.0021	\$0.0000	\$0.1149	\$0.2691	\$0.3692	\$0.6383	Per Therm
<b>Compressed Natural Gas Service - CNG</b>											
	Volumetric Charge	\$0.5978					\$0.1149	\$0.7127	\$0.3692	\$1.0819	Per Therm

	Current Gas Cost	Deferred Gas Costs	WGSA 4/	Total Gas Cost
Gas Cost Rate	\$0.4414	(\$0.0749)	\$0.0027	\$0.3692

1/ Revenue Adjustment Mechanism commencing on Sheet No. 53    2/ Wyoming Integrity Rider commencing on Sheet No. 60    3/ Energy Efficiency Surcharge commencing on Sheet No. 55  
4/ Gas Delivery Cost Adjustment commencing on Sheet No. 49    5/ Gas Cost Adjustment commencing on Sheet No. 51    7/ February Extreme Weather commencing on Sheet No. 64  
6/ Choice Gas Program commencing on Sheet No. 16. The Choice Gas Administrative Charge is charged only to Customers not receiving service under the Gas Cost Adjustment Option.

Date Issued: November 13, 2023  
By: Jerrad Hammer

Effective Date: February 1, 2024  
Title: Director, Regulatory



**STATEMENT OF RATES AND CHARGES**  
**Firm and Interruptible Transportation Service Rates**

Service	Monthly Charge	Base Volumetric Charge	Maximum Volumetric Charge
On-System Firm Transport	\$198.00	\$0.1446	\$0.1446
Off-System Firm Transport	\$99.00	\$0.1446	\$0.1446
Off-System Interruptible Transport	\$99.00	\$0.1446	\$0.1446
Administrative Fee	\$114.00		
Unauthorized Overrun Charge			\$0.8000
Supply Scheduling Charge			\$0.0060
Wyoming Integrity Rider			\$0.0186

All volumetric charges are per therm.

Interruptible Transportation Service is not available to On-System customers.

Wyoming Integrity Rider is applicable to all maximum rate On-System Transportation Service customers.

The Minimum Rate for Transportation Service is \$0.0010 per therm.

**Fuel and Lost and Unaccounted For Gas Percentages:**

**Casper Division**

Transmission Fuel and Lost and Unaccounted For Gas percentage = 0.197%  
Storage Injection Fuel and Lost and Unaccounted For Gas percentage = 2.573%  
Choice Gas Program Service Distribution Fuel and Lost and Unaccounted For Gas Reconciliation percentage = 0.000%  
Distribution and Gas Cost Adjustment Fuel and Lost and Unaccounted For Gas percentage = 0.000%

**Cheyenne Division**

Distribution and Gas Cost Adjustment Fuel and Lost and Unaccounted For Gas percentage = 1.279%

**Cody Division**

Transmission and Gas Cost Adjustment Fuel and Lost and Unaccounted For Gas percentage = 2.318%

**Gillette Division**

Transmission Fuel and Lost and Unaccounted For Gas percentage = 0.350%  
Choice Gas Program Service Distribution Fuel and Lost and Unaccounted for Gas Reconciliation percentage = 0.000%  
Distribution and Gas Cost Adjustment Fuel and Lost and Unaccounted for Gas percentage = 0.834%

**Torrington Division**

Choice Gas Program Service Distribution Fuel and Lost and Unaccounted For Gas Reconciliation percentage = 2.739%  
Distribution and Gas Cost Adjustment Fuel and Lost and Unaccounted For Gas percentage = 2.291%



## STATEMENT OF RATES AND CHARGES

### Firm Storage and Market Center Rates for Tariff Schedule FS-1 and Rate Schedule MCS

#### Casper Division

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>
FS-1	Firm Storage Service	<u>Daily Unauthorized Inventory Charge</u> (Per Dth of Unauthorized Inventory)	\$0.9690	\$0.9690
		<u>Daily Authorized Overrun Charge</u> (Per Dth of Unauthorized Inventory)	\$0.4845	\$0.0100

### Storage Injection Fuel and Lost and Unaccounted For Gas percentage<sup>1</sup> = 2.573%

MCS <sup>2</sup>	Interruptible Market Center Services	<u>MCS Charge</u> (Per Dth of Parked or Loan Quantity)	\$0.4845	\$0.0000
		<u>MCS Charge</u> (Per Dth of UnParked or Loan Payback Quantity)	\$0.4845	\$0.0000
		<u>MCS Charge</u> (Per Dth Per Day of Accumulated Daily Park or Loan Quantity)	\$0.4845	\$0.0000
		<u>MCS Charge</u> (Per Dth of Title Tracking Transfer and/or Wheeling Quantity)	\$0.4845	\$0.0000

<sup>1</sup> For storage fuel, lost and unaccounted for gas, the Company shall be entitled to retain the stated percentage of all dekatherms received for storage injection, unless otherwise agreed to in writing.

<sup>2</sup> The total MCS Transaction will be at or above \$0.0100 per Dth.





## STATEMENT OF RATES AND CHARGES

### SCHEDULE OF SPECIAL CHARGES, FEES & CONSTRUCTION ALLOWANCES

This schedule lists the Special Charges and Fees referred to in this Tariff. These Special Charges and Fees apply to all customers utilizing the services of the Company as defined and described in this Tariff.

Sheet No.	Type	Unit	Cost
R-10	Commissions Authorized Interest Rate		Pursuant to Commission Rules.
R-26	Standard Hourly Rate	1 <sup>st</sup> Hour	\$64.00
R-26	Standard Hourly Rate	Each Additional Hour	\$57.00
R-26	After Hours, Weekend and Holiday Call-out Charge	First Two Hours	\$178.00
R-18	Late Payment Charge	Undisputed Delinquent Amounts	1.5%
R-12	Customer Reassignment Requests	Standard Hourly Rate	100%
R-26	Reconnection Charge	Standard Hourly Rate	100%
R-26	Returned Check Charge		\$30.00
R-26	New Service Charge		\$15.00
R-26	Missed Appointments Charge		\$32.00
R-23	Continuing Service Charge		Total of Customer Charges & Connection Cost Assistance Charges accrued during service disconnection.
R-25	Meter Test Fee		\$121.00
<b>Standard Construction Allowance</b>			
	Residential		\$3,180.00
	Small General Service		\$3,180.00
	Medium General Service		\$2.97 per Dth
	Large General Service		\$0.39 per Dth
<b>Connection Cost Assistance Charges</b>			
R-29	For up to \$2,000 over the Standard Cost	Construction Allowance	\$20.00
R-29	For up to \$3,000 over the Standard Cost	Construction Allowance	\$30.00
R-29	For up to \$4,000 over the Standard Cost	Construction Allowance	\$40.00
R-29	For up to \$5,000 over the Standard Cost	Construction Allowance	\$50.00
R-31	Relocation of Facilities Charge	Standard Hourly Rate	100%
R-9	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.	





**STATEMENT OF RATES AND CHARGES**  
**SCHEDULE OF SPECIAL CHARGES, FEES & CONSTRUCTION ALLOWANCES - CONTINUED**

Business Hours 8:00 AM – 5:00 PM Monday through Friday, excluding observed holidays. These hours are subject to change without notice.

**List of Observed Holidays**

<b>New Year's Day</b>	January 1
<b>Martin Luther King, Jr. &amp; Wyoming Equality Day</b>	Third Monday in January
<b>Washington &amp; Lincoln's Birthdays</b>	Third Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July 4
<b>Labor Day</b>	First Monday in September
<b>Veterans Day</b>	November 11
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Friday after Thanksgiving</b>	Friday Following Thanksgiving Day
<b>Christmas Eve</b>	December 24
<b>Christmas Day</b>	December 25

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.

**If a holiday falls on a weekend, the day of observance will be the closest workday to the holiday.**



**RETAIL RATE SCHEDULES  
RESIDENTIAL SERVICE  
SCHEDULE RGS**

**APPLICABILITY**

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

**CHARGES**

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 51. Customers eligible to participate in the Choice Gas Program may select their own gas Suppliers from a pool of competing Suppliers with the Company managing the associated distribution delivery and administrative services. Suppliers as referenced in this Tariff include third-party Suppliers and include the Company as the Supplier under the Gas Cost Adjustment option.

This rate schedule is subject to the Gas Delivery Cost Adjustment commencing on Sheet No. 49, the Revenue Adjustment Mechanism commencing on Sheet No. 53, the Natural Gas Energy Efficiency Surcharge commencing on Sheet No. 55, the Wyoming Integrity Rider commencing on Sheet No. 60, and the February 2021 Extreme Weather rider commencing on Sheet No. 64.

The total monthly rate is shown on the Statement of Rates and Charges.

**FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality will be charged to customers receiving service under this rate schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on a customer's bill.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty days from the date of the bill. Bills are delinquent seven days after the due date specified on an undisputed bill. A late payment charge on the undisputed unpaid balance shall apply to delinquent accounts.

**RULES AND REGULATIONS**

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



**RETAIL RATE SCHEDULES**  
**SMALL GENERAL SERVICE**  
**SCHEDULE SGS**

**APPLICABILITY**

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

**AVAILABILITY**

Small General Service (SGS) is defined as service provided to those customers with annual gas consumption of five thousand (5,000) therms or less.

**CHARGES**

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 51. Customers eligible to participate in the Choice Gas Program may select their own gas Suppliers from a pool of competing Suppliers with the Company managing the associated distribution delivery and administrative services. Suppliers as referenced in this Tariff include third-party Suppliers and include the Company as the Supplier under the Gas Cost Adjustment option.

This rate schedule is subject to the Gas Delivery Cost Adjustment commencing on Sheet No. 49, the Revenue Adjustment Mechanism commencing on Sheet No. 53, the Natural Gas Energy Efficiency Surcharge commencing on Sheet No. 55, the Wyoming Integrity Rider commencing on Sheet No. 60, and the February 2021 Extreme Weather rider commencing on Sheet No. 64.

The total monthly rate is shown on the Statement of Rates and Charges.

**FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality will be charged to customers receiving service under this rate schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on a customer's bill.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty days from the date of the bill. Bills are delinquent seven days after the due date specified on an undisputed bill. A late payment charge on the undisputed unpaid balance shall apply to delinquent accounts.

**RULES AND REGULATIONS**

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



**RETAIL RATE SCHEDULES  
MEDIUM GENERAL SERVICE  
SCHEDULE MGS**

**APPLICABILITY**

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

**AVAILABILITY**

Medium General Service (MGS) is defined as service provided to those customers with annual gas consumption greater than five thousand (5,000) therms, but less than or equal to thirty thousand (30,000).

**CHARGES**

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 51. Customers eligible to participate in the Choice Gas Program may select their own gas Suppliers from a pool of competing Suppliers with the Company managing the associated distribution delivery and administrative services. Suppliers as referenced in this Tariff include third-party Suppliers and include the Company as the Supplier under the Gas Cost Adjustment option.

This rate schedule is subject to the Gas Delivery Cost Adjustment commencing on Sheet No. 49, the Revenue Adjustment Mechanism commencing on Sheet No. 53, the Natural Gas Energy Efficiency Surcharge commencing on Sheet No. 55, the Wyoming Integrity Rider commencing on Sheet No. 60, and the February 2021 Extreme Weather rider commencing on Sheet No. 64.

The total monthly rate is shown on the Statement of Rates and Charges.

**FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality will be charged to customers receiving service under this rate schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on a customer's bill.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty days from the date of the bill. Bills are delinquent seven days after the due date specified on an undisputed bill. A late payment charge on the undisputed unpaid balance shall apply to delinquent accounts.

**RULES AND REGULATIONS**

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



**RETAIL RATE SCHEDULES  
LARGE GENERAL SERVICE  
SCHEDULE LGS**

**APPLICABILITY**

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

**AVAILABILITY**

Large General Service (LGS) is defined as service provided to those customers with annual gas consumption greater than thirty thousand (30,000) therms.

**CHARGES**

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 51. Customers eligible to participate in the Choice Gas Program may select their own gas Suppliers from a pool of competing Suppliers with the Company managing the associated distribution delivery and administrative services. Suppliers as referenced in this Tariff include third-party Suppliers and include the Company as the Supplier under the Gas Cost Adjustment option.

This rate schedule is subject to the Gas Delivery Cost Adjustment commencing on Sheet No. 49, the Revenue Adjustment Mechanism commencing on Sheet No. 53, the Natural Gas Energy Efficiency Surcharge commencing on Sheet No. 55, the Wyoming Integrity Rider commencing on Sheet No. 60, and the February 2021 Extreme Weather rider commencing on Sheet No. 64.

The total monthly rate is shown on the Statement of Rates and Charges.

**FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality will be charged to customers receiving service under this rate schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on a customer's bill.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty days from the date of the bill. Bills are delinquent seven days after the due date specified on an undisputed bill. A late payment charge on the undisputed unpaid balance shall apply to delinquent accounts.

**RULES AND REGULATIONS**

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



**RETAIL RATE SCHEDULES  
COMPRESSED NATURAL GAS SERVICE  
SCHEDULE CNG**

**APPLICABILITY**

Applicable to customers taking Compressed Natural Gas Service at the Company's fueling station(s). Compressed Natural Gas Service is the furnishing of Compressed Natural Gas at the Company's fueling station(s) for the fueling of Compressed Natural Gas Self-propelled Vehicles, or those Self-propelled Vehicles which have been properly converted to Compressed Natural Gas use. Not applicable to resale service.

**CHARGES**

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 51. The total monthly rate is shown on the Statement of Rates and Charges. The Volumetric Charge may also be expressed in \$ per Equivalent Gallon at the Company's fueling station(s).

The Gas Delivery Cost Adjustment, the Revenue Adjustment Mechanism, Natural Gas Energy Efficiency Surcharge, and the Wyoming Integrity Rider shall not be applicable to Schedule CNG customers.

**FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality will be charged to customers receiving service under this rate schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on a customer's bill.

**PAYMENT**

These service charges are due and payable at the Company's fueling station(s) at the time of purchase.



**RETAIL RATE SCHEDULES  
COMPRESSED NATURAL GAS SERVICE  
SCHEDULE CNG - CONTINUED**

**RULES AND REGULATIONS**

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

1. Definitions of Terms

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

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

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

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

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





**RETAIL RATE SCHEDULES  
GREEN FORWARD**

**VOLUNTARY RENEWABLE NATURAL GAS AND CARBON OFFSET PROGRAM ("PROGRAM")**

**APPLICABILITY**

Applicable to all residential and small general service customers in good standing with the Company who actively opt-in to the Program. The Program offers customers the option to offset their natural gas carbon footprint. The Company may limit customer participation in the Program to balance demand with available environmental attributes created or obtained by the Company.

**EFFECTIVE PERIOD**

This Program is effective February 1, 2024, and will continue until terminated by the Company.

**TERMS AND CONDITIONS**

The minimum term available to customers is one complete billing month, extending month-to-month thereafter until terminated by the customer or termination of the Program, whichever occurs first. Customers can terminate their participation at any time effective with their next billing cycle. If an enrolled customer is delinquent for more than 60 days, they will be automatically unenrolled from the Green Forward Program.

**MONTHLY RATE**

Per 20.5 Therm Block..... \$5.00

The customer will select the number of blocks to offset natural gas emissions. Each block represents 20.5 therms of offset to natural gas emissions. There is no limit to the amount of blocks a customer may select. Any blocks purchased beyond those needed to mitigate a customer's carbon footprint will be deemed a social benefit.

**PAYMENT**

Net monthly bills for these service charges are due and payable twenty days from the date of the bill. Bills are delinquent seven days after the due date specified on an undisputed bill. A late payment charge on the undisputed unpaid balance shall apply to delinquent accounts.

**RULES AND REGULATIONS**

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



## **CHOICE GAS PROGRAM CUSTOMER PROVISIONS RATE SCHEDULES – RGS, SGS, MGS AND LGS**

### **SELECTION OF SUPPLIER**

All customers in the Casper, Gillette and Torrington Divisions have the option to choose a gas Supplier from a pool of qualified Suppliers or to choose the Company as Supplier under the Gas Cost Adjustment Option. The list of qualified Suppliers will be provided to eligible customers by the Company. The customer shall select a gas Supplier from the list and notify the Company of its choice. Except for customers that have subscribed to multi-year gas supply arrangements as permitted by this Tariff Section, customers may change their Supplier selection once every twelve months effective at the beginning of the twelve-month program year commencing with the June bill cycle. Customers who do not select a Supplier during their initial selection period will be designated to the Company as the Supplier under the Gas Cost Adjustment option.

### **SELECTION PERIOD**

Choice Gas Program services and the Gas Cost Adjustment Option will be provided in one-year periods commencing on June 1 of each year and ending twelve months later on the customer's normally scheduled meter read date, excluding those customers moving on or off the system during a term, or as provided by this Tariff Section. Changes in gas Suppliers will not be made effective prior to the end of the twelve-month term except as noted below. The customer, however, with Supplier consent, may switch between rate offerings of its current Supplier within the Choice Gas Program Year. Nothing herein shall prevent a Supplier from offering and a customer from accepting a multi-year supply offering. Such multi-year supply offerings shall not exceed two years for residential customers and three years for commercial customers.

### **SELECTION FORMS**

Except for customers purchasing gas supply under multi-year gas supply arrangements, customers will be provided an opportunity to select a Supplier annually. The Company will provide a selection form(s) to customers or to such other party as is properly designated by a customer, listing Suppliers from which the customer may choose. Selection forms submitted by the Supplier must be accompanied by a delegation agreement or other form as the Company may use from time to time, signed by the customer. If a customer does not make a selection during the selection period, or if the Company receives an improperly completed selection which reasonably cannot be interpreted as to the selection made, the customer's current Supplier and price option shall continue for the next twelve-month term so long as the Supplier continues to provide Choice Gas Program service. If the customer wishes to change its selected or designated option to be effective on June 1 of the next twelve-month term, the customer must notify the Company on an appropriate selection form or via any other available selection medium, postmarked on or before the designated response deadline of the selection period. If a third-party Supplier is no longer available (for example, a Supplier has exited the Program) and the customer has not made another selection, then the customer will be designated as having selected the Company as the Supplier under the Gas Cost Adjustment option.



**CHOICE GAS PROGRAM CUSTOMER PROVISIONS**  
**RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**CONVERSION TO TRANSPORTATION SERVICE**

If a customer desires to switch to Transportation Service under the Transportation Service Rate Schedule effective June 1 of the next twelve-month term, the customer must notify the Company on a transportation service request form, and provide its upstream capacity requirements, if any, to the Company by February 15 each year. If the customer is purchasing gas supply under a multi-year gas supply arrangement and desires to switch prior to the fulfillment of the arrangement, the Supplier and customer must mutually agree on the early termination of the multi-year gas supply arrangement. Customers are not allowed to switch to distribution transportation service within the Choice Gas Program Year.

For the Special Provision Customer Group, the Gillette and Torrington Divisions customers who elect to switch to distribution transportation will be required to hold firm upstream pipeline and/or storage capacity, as applicable. The customer may choose to hold firm upstream capacity either through capacity release or a Capacity Realignment Charge from the Company, or by purchasing its own firm upstream capacity.

Unless otherwise agreed to by the customer and the affected Suppliers, when more than one selection is received from a customer, the Supplier on the first valid selection processed will be the Supplier for that customer.

**SPECIAL PROVISION CUSTOMER GROUP**

All customers within the Special Provision Customer Group will be automatically enrolled in the Gas Cost Adjustment Option.

**MULTI-YEAR GAS SUPPLY ARRANGEMENTS**

Notwithstanding any other provision of this Tariff Section to the contrary, a Supplier may negotiate a multi-year gas supply arrangement with any customer taking service under the Choice Gas Program. If a Supplier defaults during the term of a multi-year gas supply arrangement, the Company will provide gas supply to the customer during the remainder of the then-current program year under the Gas Cost Adjustment Option, and the customer will be provided with a selection medium for choosing a new Supplier commencing for the succeeding program year. Any customer being supplied under a multi-year gas supply arrangement that does not complete a valid selection for the program year immediately following the program year in which the multi-year arrangement ends will default to the customer's current Supplier and pricing option, at a term to be equal to one program year. If the account holder at a premises changes during the term of a multi-year gas supply arrangement, the Supplier will continue to provide service to the new account holder for the remainder of the then-current program year; provided, however, that the multi-year gas supply arrangement thereafter will be considered void, and the new account holder will be provided a selection medium during the selection period for the forthcoming program year.



**CHOICE GAS PROGRAM CUSTOMER PROVISIONS**  
**RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**SUPPLIER RATES**

If a customer selects a particular third-party gas Supplier under the Choice Gas Program, such customer will be charged a commodity charge which represents the cost of natural gas and, if applicable, the cost of upstream transmission pipeline services to transport the natural gas to the Company's facilities. The Supplier commodity charge is set by the participating Suppliers and is not regulated by the Wyoming Public Service Commission. The amount due represents the Supplier's charge for natural gas multiplied by Billed Usage

**GAS COST ADJUSTMENT**

If a customer selects the Company as Supplier under the Gas Cost Adjustment Option, or defaults to the Gas Cost Adjustment Option, the customer will be charged the Gas Cost Adjustment rate multiplied by the Billed Usage, as set forth on the Statement of Rates and Charges of this Tariff. The Gas Cost Adjustment is subject to quarterly or more frequent adjustment.

**SUPPLIER PARTICIPATION AGREEMENT**

The conditions for Supplier participation are governed by the Supplier Participation Agreement, as may be revised from time to time. The Company, as Supplier under the Gas Cost Adjustment Option, will execute the Exhibit B of the Supplier Participation Agreement to make clear its capacity entitlements and related obligations. Unless specifically stated otherwise, the term Supplier shall include the Company as Supplier under the Gas Cost Adjustment Option

**CHOICE GAS PROGRAM SUPPLIER TRANSPORTATION RESPONSIBILITY**

For the Casper and Gillette Divisions, the Company shall allocate to participating Suppliers firm Choice Gas Program transportation service between the primary point(s) of receipt and the primary point(s) of delivery at Town Border Stations ("TBS") and/or at Upstream Delivery Point(s) on behalf of retail customers. The Delivery Point(s) will include a pool of individual meters. Choice Gas Program Supplier transportation shall be governed by the terms of Rate Schedule FT-1 and the General Terms and Conditions contained in this Tariff.

**CHOICE GAS PROGRAM SUPPLIER TRANSPORTATION CAPACITY – CASPER AND GILLETTE**

The allocation methodology and capacity at the Receipt Point(s), Delivery Point(s) and the path(s) entitlements associated with this Choice Gas Program firm transportation service will be communicated to the current or potential Suppliers by email and/or posting on the Company's EBB on or before March 15 of each year after the Selection period but prior to June 1 of each year. For each Supplier serving a Casper or Gillette Division customer selecting Choice Gas Program Service, Suppliers will be allocated Receipt and Delivery Point(s) and primary path(s) entitlements. Such information on capacity right(s) will be contained on Appendix B of the Supplier Participation Agreement and such information will be reflected in an administrative identifying contract number. The Company, in its sole discretion may consolidate Receipt and/or Delivery Points into Receipt and/or Delivery Pools as applicable.

The Company will post on the EBB a Point Catalog wherein the individual meter identifying numbers included in each Receipt and/or Delivery Pool will be made available for ease of reference.



## **CHOICE GAS PROGRAM SUPPLIER TERMS RATE SCHEDULES – RGS, SGS, MGS AND LGS**

### **OPERATIONAL REQUIREMENTS**

Operational requirements will be governed by the General Terms and Conditions included in this Tariff.

### **CHOICE GAS PROGRAM SUPPLIER STORAGE CAPACITY - CASPER**

As part of the Choice Gas Program, each Supplier (including but not limited to the Gas Cost Adjustment Option) serving a customer(s) will be allocated firm storage capacity and firm injection and withdrawal entitlements pursuant to Tariff Schedule FS-1 of this Tariff. The allocated firm storage entitlements will be listed on Appendix B of the Supplier Participation Agreement.

Each Supplier executing a Supplier Participation Agreement, serving Casper Division customers will be bound to the terms of service contained in Tariff Schedule FS-1 for its portion of allocated firm storage capacity and will be assigned an administrative Tariff Schedule FS-1 identifying contract number.

On or before March 15 of each year, the allocation methodology, aggregate firm storage capacity, and related firm injection and withdrawal rights will be made available by e-mail or by EBB posting.

After the Selection Period, but before June 1 of each year, the total firm storage capacity and associated firm injection and withdrawal rights will be allocated to the Suppliers.

The Casper Division Choice Gas Program Suppliers and not the customer, will be subject to and directly invoiced for the Tariff Schedule FS-1 charges as is provided for under that Schedule in this Tariff.

### **CAPACITY ON UPSTREAM PIPELINES AND TRANSMISSION**

The Company may, but is not obligated to, hold firm transportation and/or storage capacity on upstream pipeline systems, as deemed necessary to support the operation of the system. Such capacity entitlements may be allocated and temporarily released on a recallable basis to Suppliers for purposes which include, but are not limited to, providing gas supply to the Company's distribution system, optimizing assets during periods of under-utilization.

### **BALANCING**

All Suppliers shall conform to the balancing provisions in the General Terms and Conditions of this Tariff. Cash out pricing shall be applied to imbalances per the General Terms and Conditions.

### **NOMINATIONS AND SCHEDULING**

All Suppliers shall conform to the nominations and scheduling provisions of the General Terms and Conditions of this Tariff.



**CHOICE GAS PROGRAM SUPPLIER TERMS  
RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**ANNUAL CALCULATION AND RECONCILIATION OF FUEL AND LOST AND UNACCOUNTED FOR GAS PERCENTAGES**

**Casper Division – Transmission Fuel and Lost and Unaccounted For Gas Reimbursement Percentage**

On or before March 1 of each year, the Company shall compute and file with the Commission an application to establish a proposed Transmission FL&U Gas Reimbursement Percentage to be effective June 1 of that year for the next twelve months ending May 31 of the following year. The computation shall use not less than twelve consecutive months of actual transmission fuel and L&U quantities as adjusted for estimated changes and use not less than twelve months of actual transmission throughput experience as adjusted for estimated changes. The rate will be tracked and may be trued up to actual experience at least once annually, at the Company's election, either through a volumetric adjustment to the next annual calculated percentage or by making an operational purchase or sale where the cost or revenue of the operational purchase or sale shall be tracked in the Revenue Adjustment Mechanism (RAM) of the General Terms and Conditions in this Tariff.

**Casper Division – Storage Injection Fuel and Lost and Unaccounted For Gas Reimbursement Percentage**

On or before March 1 of each year, the Company shall compute and file with the Commission an application to establish a proposed Storage FL&U Gas Reimbursement Percentage to be effective June 1 of that year for the next twelve months ending May 31 of the next year. The computation shall use not less than twelve consecutive months of actual storage fuel and L&U quantities as adjusted for estimated changes and use not less than twelve months of the actual storage injection experience as adjusted for estimated changes. The estimated rate will be tracked and may be trued up to actual experience at least once annually, at the Company's election, either through a volumetric adjustment to the next annual calculated percentage or by making an operational purchase or sale where the cost or revenue of the operational purchase or sale shall be tracked in the Revenue Adjustment Mechanism (RAM) of the General Terms and Conditions in this Tariff.



**CHOICE GAS PROGRAM SUPPLIER TERMS  
RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**ANNUAL CALCULATION AND RECONCILIATION OF FUEL AND LOST AND UNACCOUNTED FOR GAS  
PERCENTAGES – CONTINUED**

Casper, Gillette and Torrington Division – Distribution Fuel and Lost and Unaccounted For Gas Reimbursement Percentage

On or before March 1 of each year, the Company shall file with the Commission an application to revise the Fuel and Lost and Unaccounted For Gas percentage to be effective June 1 of that year through May 31 of the following year. The Company shall calculate the Fuel and Lost and Unaccounted For Gas percentage using not less than twelve consecutive months of actual data and may adjust up or down the calculated percentage to offset dollar amounts being owed to or owed by the Company, respectively, as a result of the reconciliation process from prior Choice Gas Program Years.

After the end of each Choice Gas Program Year, the Company shall reconcile the difference between the Fuel and Lost and Unaccounted For Gas percentage in effect for each division for the most recently ended Choice Gas Program Year and the actual Fuel and Lost and Unaccounted for Gas percentage realized during that Choice Gas Program Year by each Supplier.

For each Supplier, the Company shall calculate the Fuel and Lost and Unaccounted For Gas volume that the Company should have retained during the most recently ended Choice Gas Program Year by applying the Fuel and Lost and Unaccounted For Gas percentage in effect for each division for that Choice Gas Program Year to the summation of the allocated delivery volumes set forth in the monthly statements.

For each Supplier, the Company shall calculate the actual Fuel and Lost and Unaccounted For Gas volume delivered in each division but not billed by calculating:

The summation of the allocated delivery volumes of the Supplier as set forth in the monthly statements, minus the summation of the billed customer volumes for the applicable months of the Supplier. The billed customer volumes for the applicable months shall be set forth in the Supplier's monthly payment files.

The Company shall subtract the Fuel and Lost and Unaccounted For Gas volume that it should have retained from the actual Fuel and Lost and Unaccounted For Gas volume that each Supplier delivered to each division during the most recently ended Choice Gas Program Year but that was not billed to customers.





**CHOICE GAS PROGRAM SUPPLIER TERMS  
RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**ANNUAL CALCULATION AND RECONCILIATION OF FUEL AND LOST AND UNACCOUNTED FOR GAS  
PERCENTAGES – CONTINUED**

Casper, Gillette and Torrington Division – Distribution Fuel and Lost and Unaccounted For Gas Reimbursement Percentage - Continued

The Company shall multiply the weighted average price of the Colorado Interstate Company (CIG) – Rocky Mountains first of month index prices, as published in *Platts Inside FERC's "Gas Market Report"* monthly publication, by the difference, either positive or negative, between the Fuel and Lost and Unaccounted For Gas volume that the Company should have retained and the actual Fuel and Lost and Unaccounted For Gas volume that each Supplier delivered in each division during the most recently ended Choice Gas Program Year but that was not billed to customers. The weighted average price shall be based on the total allocated delivery volumes for each division for all of the Suppliers. The same weighted average price shall be used for all of the Suppliers.

The Company's calculation shall produce a dollar amount, either positive or negative, for each Supplier. If the dollar amount is positive, the Company shall owe that dollar amount to the Supplier. If the dollar amount is negative, the Supplier shall owe that dollar amount to the Company.

On or before August 1 of each year, the Company shall communicate to each Supplier the dollar amount owed to or owed by the Supplier.

The dollar amount owed to or owed by each Supplier, respectively, shall be added to or netted against the payment that the Company shall remit to the Supplier by electronic transfer in August of each year.



**CHOICE GAS PROGRAM SUPPLIER TERMS**  
**RATE SCHEDULES – RGS, SGS, MGS AND LGS - CONTINUED**

**PAYMENTS TO SUPPLIERS**

The Supplier will be given a statement detailing the Supplier Participation Agreement amounts collected from the customers, including gas supply commodity amounts collected, pursuant to the Supplier Participation Agreement. The Company may make such applicable deductions from the Supplier Participation Agreement amount including deductions for any charges under the entirety of the Tariff, including, but not limited to, the Choice Gas Program off-system delivery charge, imbalance charges, imbalance penalties, imbalance cashout, OFO charges, firm transportation or interruptible transportation charges, Rate Schedule MCS services and/or for Rate Schedule FS-1 services. Such deductions, if any, will be provided on a volume and charge statement. Should the gross amount due under the Supplier Participation Agreement not be sufficient to provide for the applicable deductions, the Company may bill the Supplier for any positive net amount owed to the Company or may carry over the amount due into the next accounting month for possible future netting. The Company will include the above referenced detailed revenue and cost statements with such payment or billing and will also include other data as needed.

**CUSTOMER INFORMATION**

The Company will provide customer lists to Suppliers containing customer names, mailing addresses, telephone numbers, and usage history, by month, for the preceding calendar year along with other customer contact information that may become available from time to time; provided, that Suppliers treat the information as confidential, and only use such information for purposes directly related to the Choice Gas Program. Suppliers are expressly prohibited from selling such lists, or otherwise disclosing information from the customer list to any other person or business entity for any purpose other than marketing of the Choice Gas Program. The Company shall require Suppliers to sign an agreement protecting the confidentiality of customer information disclosed under the Choice Gas Program. Information regarding new customers during the program year will be provided to all Suppliers within five (5) business days of the new customer information being inputted into the Company's computer system.

**FIXED BILL PRICING OPTION**

Suppliers may receive a monthly invoice for net Supplier charges under the Tariff and/or a monthly payment for net revenues under the Choice Gas Program.

Notwithstanding any provision of this Section, a Supplier may offer a fixed bill pricing option to customers under which the customer is billed a fixed monthly amount by the Company and the Supplier pays the Company for all applicable charges that otherwise would have been billed directly to the customer under this section.

**MULTI-YEAR GAS SUPPLY ARRANGEMENTS**

Notwithstanding any other provision of this Tariff Section to the contrary, a Supplier may negotiate a multi-year gas supply arrangement with any customer taking service under the Choice Gas Program. By offering multi-year gas supply arrangements, the Supplier represents to the Company that it will continue to act as a Supplier in the Choice Gas Program throughout the term of the gas supply arrangement, meeting the attendant Supplier eligibility requirements in effect from time-to-time during the term thereof, and agrees that, if it ceases to be a Supplier during the term of a multi-year arrangement, the Supplier will reimburse the Company for any costs incurred by the Company in meeting the gas supply requirements of customers purchasing gas from the Supplier during the remainder of the program year(s) in which the default occurs.



**CHOICE GAS PROGRAM SUPPLIER TERMS  
CHOICE GAS PROGRAM SERVICE  
CODE OF CONDUCT GUIDELINES**

**Applicable to All Choice Gas Program Rate Schedules and Areas**

The Company shall maintain accounting records for revenues and costs related to its activities, and any activities of its affiliates, as a Supplier under the Choice Gas Program ("Choice Gas Program Supply Activities") separate from its accounting books and records for revenues and costs related to its utility delivery service activities (including Choice Gas Program administrative and operational functions). Costs and revenues related to Choice Gas Program Supply Activities shall be treated as "below-the-line" items and excluded for purposes of setting rates for the Company's regulated utility services.

Any use of shared employees, facilities or services related to Choice Gas Program Supply Activities shall be allocated and accounted for through time keeping separately to prevent ratepayer subsidization of such Choice Gas Program Supply Activities when setting the Tariff rates for the Company's utility delivery services. The Company may share employees, facilities and services between its utility delivery service functions and its Choice Gas Program Supply Activities, but to the maximum extent practicable, Choice Gas Program Supply Activities should function independently from the Company's utility delivery service functions, including Choice Gas Program administrative and distribution functions.

The Company shall not operate its utility system, provide utility services (including Choice Gas Program administrative services such as balloting, billing, call center contacts and shipper services contacts), release upstream pipeline and storage capacity, or disclose non-public utility or customer information in any manner which would give an undue preference or advantage to its own Choice Gas Program Supply Activities over those of other Suppliers. The Company shall process all similar requests related to its Choice Gas Program Supply Activities and non-affiliated Suppliers in the same manner and within the same period of time. To the extent the Company provides any regulated services or supplies, utility or upstream interstate pipeline capacity, or information for its Choice Gas Program Supply Activities, it shall contemporaneously make such available to all similarly situated Suppliers. The Company shall not provide its Choice Gas Program Supply Activities or customers any preference over non-affiliated Suppliers or their customers with respect to regulated services including, but not limited to, the terms and conditions, pricing, or timing of services.

The Company shall not utilize, disclose, allow preferential use, or provide leads for gas supply marketing purposes with respect to any non-public customer information, utility information, or information it receives from non-affiliated Suppliers, including computer files or call center information received in its role as a provider of regulated public utility services, in any manner which would give the Company, its Choice Gas Program Supply Activities, or any other person a competitive advantage as a Supplier in the Choice Gas Program. When Company employees are performing in their roles as providers of utility delivery services, they shall not at the same time solicit business on behalf of the Company's Choice Gas Program Supply Activities, and any information acquired while they are providing regulated services shall be handled in accordance with these guidelines. Company employees who engage in Choice Gas Program Supply Activities shall keep a separate accounting of their time spent on Choice Gas Program Supply Activities in accordance with Guidelines herein. If a utility customer of the Company requests information about Suppliers, the Company shall provide a list of all Suppliers and shall not express any preference or recommendation in favor of any Supplier, including itself or its affiliates. The Company shall not request authorization from its customers to use or pass on customer information exclusively for its Choice Gas Program Supply Activities.



**CHOICE GAS PROGRAM SUPPLIER TERMS**  
**CHOICE GAS PROGRAM SERVICE**  
**CODE OF CONDUCT GUIDELINES - CONTINUED**

Information regarding distribution, transportation, sales, storage, or customers, including new customers, obtained or developed by the Company in its role as provider of utility delivery services, will not be used by the Company for purposes of its Choice Gas Program Supply Activities, or disclosed to other Suppliers, unless and until it is contemporaneously disclosed to all Suppliers.

The Company and its affiliates shall not represent through words or actions that the cost, quality, or reliability of the regulated utility services provided by the Company to its utility customers shall vary or be adversely affected in any way under the Choice Gas Program. Persons engaged in Choice Gas Program Supply Activities may not represent, through words or actions that, as a result of their affiliation with the Company, their customers will receive any different treatment from the Company than the treatment the Company provides to other, non-affiliated Suppliers or their customers. If a customer requests information about Suppliers, the Company shall provide a list of all qualified and participating Suppliers on its system but shall not express any preferential or detrimental recommendation for a Supplier that is a Company affiliate or for any other Supplier. When Company employees are performing utility delivery services, including Choice Gas Program administrative and operational functions, they shall not preferentially provide sales leads for the Company's Choice Gas Program Supply Activities and shall refrain from giving any appearance that they are speaking on behalf of the Company's Choice Gas Program Supply Activities while performing such functions.

If a Company Tariff provision allows for discretion in its application, the Company shall apply that Tariff provision in a nondiscriminatory manner to all persons, including affiliated and nonaffiliated Suppliers and their respective customers under the Choice Gas Program. If the Company has no discretion in the application of a Tariff provision, it shall strictly enforce that Tariff provision.

The Company shall not market or advertise its utility delivery services (including the administration of the Choice Gas Program) jointly with the marketing or advertising of its Choice Gas Program Supply Activities, including joint sales calls, joint proposals, joint correspondence, joint advertising, joint marketing appearances, or other similar events which may discriminate against non-affiliated Suppliers. This restriction shall not apply to ballots, joint education and bill inserts where the Company as the administrator of the Choice Gas Program and as a Supplier appear together along with other Suppliers in a non-discriminatory manner. The Company may use utility delivery service bill inserts to market its Choice Gas Program Supply Activities so long as all other Suppliers are provided the same opportunity in a non-preferential and nondiscriminatory manner.

The Company shall clearly inform customers through a disclaimer on a bill insert and on all Choice Gas Program related advertising that the customers of the Company's Choice Gas Program Supply Activities will have no preferential treatment with regard to regulated utility services over the customers of other Suppliers in the Choice Gas Program. The disclaimer shall read "No customer of any supplier will receive preferential treatment with regard to utility services regulated by the Wyoming Public Service Commission."

The Company will maintain 1) a list of Black Hills Energy entities doing business in the Choice Gas Program area; 2) a current employee roster for each entity; and 3) a list of Company employees who charge time to Choice Gas Program Supply Activities. This information shall be made available to the Commission, Suppliers in the Choice Gas Program, or the Office of Consumer Advocate upon request, but may be subject to confidential treatment, pursuant to the Commission's Rule Chapter 2, Section 30. The Company will include this information in its annual Choice Gas Program Report to the Commission.



**CHOICE GAS PROGRAM SUPPLIER TERMS**  
**CHOICE GAS PROGRAM SERVICE**  
**CODE OF CONDUCT GUIDELINES - CONTINUED**

If a Supplier has reason to believe that the Company may have failed to adhere to the guidelines set forth in this Code of Conduct, such Supplier shall contact the Company and identify with specificity the perceived failure. The Company shall respond to, or meet with, such Supplier within fifteen business days of the contact to address the matter. If the matter is not satisfactorily resolved, a formal investigation or complaint proceeding may be requested in accordance with the Commission Rules; provided that anything in these Guidelines to the contrary notwithstanding, a Supplier may bring any problem concerning the Choice Gas Program Service immediately to the Commission for expedited resolution.

The Company shall monitor all phases of customer service, including service center answer time, customer response time, billing accuracy, safety and safety responses. The Company shall treat all customers equally, to the extent practical, and in conformance with law. The results of such monitoring, in aggregate and by provider, shall be made available to the Commission at any time upon request and shall be subject to Commission audit. Within sixty days of the implementation or acceptance date of these Guidelines, the Company will file with the Commission a report showing its compliance with the above standards of conduct and containing proposed procedures that will enable Suppliers and the Commission to determine how the Company is complying with the Guidelines.

**Applicable to All Choice Gas Program Rate Schedules and Areas**

A Supplier shall not represent through words or actions that the quality, or reliability of the gas provided by any other Supplier, or the regulated utility services provided by the Company to its utility customers shall vary or be adversely affected in any way under the Choice Gas Program. If a customer requests information about Suppliers, other Suppliers shall instruct the customer to contact that Supplier but shall not express any deference for any other Supplier.

A Supplier shall not misquote or misrepresent the gas supply prices of any other Supplier, including the regulated utility, to a customer.

A Supplier shall not market or advertise its gas supply services in any manner that is misleading to the customer or misrepresents the cost of commodity to the customer.

A Supplier will not unduly discriminate against similarly situated customers.

A Supplier shall use the list of names and addresses of the Company's customers for the sole purpose of communicating with those customers for the purposes of the Choice Gas Program and will not give, rent, sell or otherwise disclose the list or any part of it to any other person or entity for any purpose whatsoever.

If a Supplier or the Company has reason to believe that a Supplier may have failed to comply with the guidelines set forth in this Code of Conduct, such Party shall contact the Company, and the non-complying Supplier, and identify with specificity the perceived failure. The non-complying Supplier shall respond to the Company within fifteen business days of the contact to address the matter. If the matter is not satisfactorily resolved, a formal investigation or complaint proceeding may be requested in accordance with the Commission Rules, provided that anything in these Guidelines to the contrary notwithstanding, a Supplier or the Company may bring any problem concerning the Choice Gas Program Service immediately to the Commission for expedited resolution.



## TRANSPORTATION SERVICE RATE SCHEDULES

### **AVAILABILITY**

This rate schedule is available for firm or interruptible transportation of natural gas by the Company ("Transporter") for any party ("Shipper"), under the following circumstances:

- 1) Shipper has elected to have gas transported under this Transportation Rate Schedule;
- 2) Interruptible Transportation service is available under this Rate Schedule only to Off-system Shippers;
- 3) Such transportation can be performed without any construction of facilities or other necessary investment by Transporter unless Transporter has waived in a non-discriminatory manner this requirement in writing;
- 4) Shipper has executed a Service Agreement in the form contained in this Tariff of which this Rate Schedule is a part or has executed a Special Contract for service. Any Special Contract for service must be filed with the Wyoming Public Service Commission in accordance with its Rules;
- 5) The transportation service is to be implemented in accordance with the Wyoming Public Service Commission's Rules;
- 6) Transporter shall receive and deliver gas to Shipper at points located on Transporter's pipeline system as shown on the executed Service Agreement;
- 7) In the case of firm transportation, Transporter has determined that it has available or will secure sufficient uncommitted capacity to provide the firm service requested by Shipper; and
- 8) Except as otherwise provided in this Tariff, services under these Rate Schedules will be contracted on a first-come, first-served basis.

### **APPLICABILITY AND CHARACTER OF SERVICE**

Transportation service is the movement of gas through Transporter's distribution facilities. This service will be subject to the General Terms and Conditions of this Tariff.

Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule, with the terms of Shipper's executed Service Agreement with Transporter or with the provisions of Transporter's General Terms and Conditions of this Tariff.





## TRANSPORTATION SERVICE RATE SCHEDULES

### APPLICABILITY AND CHARACTER OF SERVICE - CONTINUED

Transporter shall receive from Shipper, or for the account of Shipper, at "Receipt Point(s)" on Transporter's system, for transportation under this Rate Schedule, daily quantities of gas tendered for the account of Shipper up to Shipper's Maximum Daily Transportation Quantity (MDTQ), including the applicable FL&U Reimbursement Quantity and other allowable deductions, as specified in the Transportation Service Agreement between Shipper and Transporter, or as increased by Transporter pursuant to this Rate Schedule. Provided that Transporter under no circumstances shall be obligated to receive for the account of Shipper quantities of gas in excess of Shipper's MDTQ, including the applicable FL&U Reimbursement Quantity and other allowable deductions, Transporter shall:

- 1) Receive from Shipper, or for the account of Shipper, daily quantities of gas up to the Maximum Daily Receipt Quantity (MDRQ) specified in the Transportation Service Agreement, or as modified pursuant to this Rate Schedule, at each individual Primary Receipt Point specified in said Agreement. For firm transportation, the volume specified for a Primary Receipt Point shall not exceed the available firm capacity at that point.
- 2) On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and sufficient uncommitted capacity on Transporter's system are available, receive from Shipper, or for the account of Shipper, quantities of gas tendered at a Primary Receipt Point in excess of the MDRQ specified for that point.
- 3) On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and sufficient uncommitted capacity on Transporter's system are available, receive from Shipper, or for the account of Shipper, quantities of gas tendered at Secondary Receipt Points.

Such interruptible service shall be provided only to the extent capacity is available after Transporter has provided service to its firm customers and those interruptible customers with higher priority.

Upon receipt of gas from Shipper, or for Shipper's account, Transporter shall, after a reduction for the applicable FL&U Reimbursement Quantity and any other allowable deductions, transport and deliver for the account of Shipper, the thermal equivalent of such gas at Delivery Points on Transporter's system. Provided that Transporter under no circumstances shall be obligated to deliver for the account of Shipper quantities in excess of Shipper's MDTQ, less the applicable FL&U Reimbursement Quantity and other allowable deductions, Transporter shall:

- 1) Deliver to Shipper, or for the account of Shipper, daily quantities of gas up to the Maximum Daily Delivery Quantity (MDDQ) specified in the Service Agreement, or as modified pursuant to this Rate Schedule, at each individual Primary Delivery Point specified in said Agreement. The volume specified for a Primary Delivery Point shall not exceed the available firm Capacity at that point.
- 2) On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and sufficient uncommitted capacity on Transporter's system are available, deliver for the account of Shipper quantities of gas at a Primary Delivery Point in excess of the MDDQ specified for that point.
- 3) On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and sufficient uncommitted capacity on Transporter's system are available, deliver for the account of Shipper quantities of gas at a Secondary Delivery Point.





## TRANSPORTATION SERVICE RATE SCHEDULES

### **APPLICABILITY AND CHARACTER OF SERVICE - CONTINUED**

Transporter may, on any Day that sufficient uncommitted capacity on Transporting Pipeline and Transporter's system are available, receive and deliver a quantity of gas in excess of Shipper's MDTQ.

Service under this Rate Schedule shall be provided on a non-discriminatory basis.

Service under this Rate Schedule is subject to the provisions of this Rate Schedule, the General Terms and Conditions set forth in this Tariff, the terms of Shipper's executed Service Agreement with Transporter and the Rules of the Wyoming PSC. Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any and all of said provisions.

Interruptible Transportation service under this rate schedule is subject to immediate Interruption by Transporter without notice, except as otherwise provided in this Tariff. Whenever circumstances permit, Transporter shall endeavor to give Shipper advance notice of Interruption of the service provided hereunder via Transporter's interactive website, telephone or otherwise and Shipper shall take all actions necessary and within Shipper's control to effectuate the Interruption of service (e.g., notify upstream and downstream Transporting Pipelines to cease movement of Shipper's Gas).

### **ADDITIONAL FACILITIES**

Transporter shall not be obligated to add any facilities or expand the capacity of Transporter's pipeline system in any manner in order to provide transportation service to Shipper pursuant to this Rate Schedule; however, Transporter is willing to add facilities whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

- 1) Transporter has received an executed Service Agreement from existing and prospective Shippers;
- 2) Transporter and Shipper enter into a facilities agreement which is subject to the provisions of this Tariff;
- 3) The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- 4) Transporter receives acceptable assurances of financial reliability from any Shipper requesting additional capacity.

When Transporter in its reasonable discretion agrees with Shipper to construct or acquire new facilities, including compression facilities in order to provide service to Shipper, Transporter may require Shipper:

- 1) To make a facilities reimbursement payment, including a gross-up for applicable state and federal income tax expense associated with such facilities;
- 2) To pay for the additional facilities in one lump sum payment or by installment payments to be completed by the end of the contract term, as negotiated by the parties; and
- 3) To agree to a reimbursement schedule setting the terms, the rate and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.



## **TRANSPORTATION SERVICE RATE SCHEDULES**

### **ADDITIONAL FACILITIES - CONTINUED**

As an alternative to subsections 1 through 3 above, Transporter and Shipper may agree to a reimbursement schedule based upon a contracted rate and term. Transportation service agreement terms shall be pursuant to this Rate Schedule.

### **ELECTRONIC FLOW MEASUREMENT**

Electronic Flow Measurement (EFM) is required at all transportation service delivery points. If EFM does not exist at any transportation delivery point requested by Shipper, the Transporter shall have no obligation to provide transportation service to that point unless and until Shipper agrees to the Transporter's installation of EFM at such delivery point and to Shipper's reimbursement of all costs related to the installation and operation of EFM at such point. Transporter shall install its standard EFM at a location determined by the Transporter, and Shipper shall allow the Transporter to install, maintain and operate the EFM on Shipper's property. Shipper shall also reimburse Transporter for all initial installation costs (material and labor) and shall be responsible for all ongoing costs of an electrical supply and dedicated phone line necessary for the operation of the EFM equipment in the location determined by Transporter. Should Shipper fail to agree to the installation or reimbursement of EFM at any requested delivery point, Transporter shall have the right to refuse or terminate transportation service to Shipper.

Shipper will reimburse Transporter for all reimbursable costs, either in lump sum payment when service is initiated, or over the life of the initial transportation agreement with interest. If Shipper fails to timely make any payments to reimburse Transporter for any reimbursable costs related to the EFM installed at a delivery point under any transportation service agreement with Shipper, Transporter may, upon thirty (30) days' notice given by email, regular mail, or by EBB posting, terminate service to Shipper under such agreement, in addition to, and without limitation to, any other legal or equitable remedies Transporter may have.

If Shipper's Transportation Service Agreement under this rate schedule is terminated, Transporter shall not be obligated to make reimbursement for EFM installation(s) and Transporter may elect to relocate the EFM equipment to another point on Transporter's system at its discretion.



## **TRANSPORTATION SERVICE RATE SCHEDULES**

### **REQUIREMENTS FOR SERVICE AGREEMENT**

All Shippers, or their authorized agents, requesting transportation service under this Rate Schedule shall complete a Transportation Service Request in the form set forth in this Tariff and, if a waiver of the credit information requirement has not been granted by Transporter pursuant to the General Terms and Conditions of this Tariff, provide the following credit information:

- 1) A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
- 2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable;
- 3) A completed Credit Application;

No request for Firm Transportation Service will be considered, or gas scheduled for receipt and delivery, until the foregoing information (including a completed Transportation Service Request and a Credit Application, if required) has been received by Transporter. The foregoing information is to be sent to:

Black Hills Wyoming Gas, LLC  
1515 Arapahoe Street, Tower 1, Suite 1200  
Denver, CO 80202

Attn: Shipper Services

### **EXECUTION OF SERVICE AGREEMENT**

A Transportation Service Agreement shall be executed by Shipper, or the Shipper's duly authorized agent, within thirty (30) days of being tendered to Shipper by Transporter, following Transporter's acceptance of the terms of Shipper's request for service, as proposed by Shipper or as modified by mutual agreement of Shipper and Transporter.

### **SERVICE DEPOSIT**

Transporter may require Shipper to provide a service deposit to Transporter as provided in the General Terms and Conditions of this Tariff.

### **FILING FEES**

In addition to any other payments, charges or fees required by this Tariff, Shipper shall pay Transporter any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to any governmental authority having jurisdiction. Any amount due to Transporter by Shipper under this Section shall be paid within ten (10) days of the date of the invoice rendered by Transporter for such amount.



## TRANSPORTATION SERVICE RATE SCHEDULES

### RATES

#### Maximum and Minimum Rates

The applicable maximum and minimum unit rates for transportation service are set forth in the currently effective Schedule of Rates. The applicable unit rate under this Rate Schedule shall be a rate not in excess of the maximum unit rate nor less than the minimum unit rate. If Transporter elects to discount, Transporter shall adjust these rates on a non-discriminatory basis within this range, as specified within the transportation contract. Transporter will charge the maximum rate unless otherwise agreed to in writing with Shipper.

#### Negotiated Rates

A Negotiated Rate shall be defined as a rate for service, where one or more of the individual rate components exceed the maximum charge, or are less than the minimum charge, for such components or a rate derived by a formula where one or more of the individual rate components may exceed the maximum charge, or may be less than the minimum charge.

Negotiated Rates other than published Tariff rates may be agreed to on a non-discriminatory basis between Shipper and Transporter. Any agreement reached on negotiated rates shall be filed with the Wyoming Public Service Commission.

#### Monthly Bill

Commencing for the month in which the Transportation Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the following amounts:

#### Transportation Charge

Except as provided in this Rate Schedule, the monthly transportation charge shall be the applicable maximum rate set forth on the currently effective, applicable rate sheet of this Tariff, as revised from time-to-time, multiplied by the volume in terms of gas delivered by Transporter hereunder during the Monthly Billing Period to Shipper or for Shipper's account at any Delivery Point(s).

#### Monthly Customer Charge

The applicable monthly customer charge as set forth on the currently effective applicable rate sheet of this Tariff as revised from time-to-time.

#### Monthly Administrative Fee

The applicable monthly fee as set forth on the currently effective applicable rate sheet of this Tariff as revised from time-to-time.

#### Daily Overrun Charges

#### Authorized Overrun Charge

If on any Day sufficient uncommitted capacity on Transporting Pipelines and Transporter Capacity are available and Shipper desires to transport Gas exceeding the Maximum Daily Delivery Quantity applicable to a Delivery Point, or in the aggregate, exceeding Shipper's Maximum Daily Transportation Quantity, the Transporter may authorize delivery of said gas by confirming nominations in excess of such quantities. Except as provided in this Rate Schedule, the monthly authorized overrun charge shall be the applicable maximum Transportation rate for such service set forth in this Tariff, multiplied by the total volume of daily authorized overrun gas delivered by Transporter hereunder during the monthly Billing Period to Shipper or for Shipper's account at any Delivery Point.



## TRANSPORTATION SERVICE RATE SCHEDULES

### **RATES – CONTINUED**

#### Unauthorized Overrun Charge

A daily overrun penalty charge shall apply to any Shipper who takes a daily quantity of gas which (a) was not nominated and confirmed, which exceeds the Maximum Daily Delivery Quantity applicable to a Delivery Point; or (b) exceeds the level to which deliveries have been curtailed for the Day; or (c) in the aggregate, exceeds its Maximum Daily Transportation Quantity plus any authorized overruns for the Day. Quantities of overrun gas taken on any Day in excess of five percent (5%) over the above quantities ("tolerance") will be subject to the charge stated on the Statement of Rates, plus the highest spot gas price listed in Platts Gas Daily (or a similar publication should Platts Gas Daily fail to publish) relative to CIG Rocky Mountain Region for the Day that the Unauthorized Overrun occurred. The monthly unauthorized overrun charge shall equal the summation of the daily overrun penalty charges incurred during the Monthly Billing Period. The five percent (5%) tolerance will be billed at the applicable Authorized Overrun Charge.

#### Wyoming Integrity Rider

This rate schedule is also subject to the Wyoming Integrity Rider commencing on Sheet No. 60.

Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries of Gas in excess of the Maximum Daily Transportation Quantity at any time in its reasonable discretion, as necessary to protect the integrity of its system, including the maintenance of service to other customers.

During periods when Operational Flow Orders are in effect, any overruns are subject to the operational controls provisions of the General Terms and Conditions of this Tariff. The penalty provided for in the General Terms and Conditions is in addition to the charges provided for herein.

### **BALANCING**

Shippers shall conform to the balancing provisions in the General Terms and Conditions of this Tariff. Cash out pricing shall be applied to imbalances per the General Terms and Conditions.

### **NOMINATIONS AND SCHEDULING**

Shippers shall conform to the nominations and scheduling provisions of the General Terms and Conditions of this Tariff.

### **DETERMINATION OF DEMAND**

Existing customers. The Maximum Daily Transportation Quantity (MDTQ) will be initially set by using the capacity allocation method used in determining the Choice Gas Program capacity requirements. The MDTQ will be stated in dekatherms (10 therm units) and included in the Transportation Service Agreement.

New customers. The MDTQ will be initially set at the level of the connected load. The MDTQ will be stated in dekatherms (10 therm units) and will be included in the Transportation Service Agreement.

Transporter shall deliver the gas quantity provided by Shipper up to the MDTQ level. Should Shipper's usage exceed the MDTQ, Shipper will be billed the applicable Authorized or Unauthorized Overrun charge on the quantity in excess of Shipper's MDTQ for that month. If Transporter determines the increase in MDTQ to be operationally feasible, Transporter may unilaterally increase Shipper's MDTQ if Shipper overruns the MDTQ specified in Shipper's Transportation Service Agreement on four (4) or more Days in any Month beginning in the next month's billing following the Authorized or Unauthorized Overrun.



## **TRANSPORTATION SERVICE RATE SCHEDULES**

### **SCHEDULING OF RECEIPTS AND DELIVERIES**

Except as separately required in this Section of the Tariff, the scheduling of receipts and deliveries is provided for in the General Terms and Conditions of this Tariff.

### **COMMINGLING OF GAS**

Transporter shall have the unqualified right to commingle Shipper's Gas with other Gas in Transporter's pipeline system.

### **POSSESSION, TITLE AND WARRANTY OF GAS.**

Transporter shall be deemed to be in possession of the gas delivered by Shipper only from the time it is received by Transporter for transportation at the Point(s) of Receipt until it is delivered to Shipper at the Point(s) of Delivery as provided herein. Shipper shall be deemed to be in possession of such gas prior to such receipt and after such delivery. Transporter shall have no responsibility hereunder with respect to such gas before receipt or after delivery to Shipper. Shipper shall have no responsibility with respect to such gas while it is deemed to be in Transporter's possession.

It is expressly understood that title, or right to acquire title, to all gas delivered by Shipper to Transporter for transportation hereunder shall be held by Shipper. In no event shall Transporter take title to gas transported pursuant to this agreement except as provided for in the General Terms and Conditions and in this Rate Schedule.

Shipper hereby warrants that gas delivered to Transporter hereunder is free and clear of all liens, encumbrances, and claims whatsoever. Shipper agrees to indemnify and hold harmless Transporter against any loss or cost incurred by Transporter on account of such liens, encumbrances and claims whatsoever. Transporter warrants that at the time of delivery to Shipper at the Point(s) of Delivery the gas so delivered hereunder shall be free and clear of all liens, encumbrances and claims whatsoever resulting from Transporter's possession or transportation of gas pursuant to this Rate Schedule. Transporter agrees to indemnify and hold harmless Shipper against any loss or cost incurred by Shipper on account of liens, encumbrances or claims resulting from any possession of transportation by Transporter.

### **GOVERNMENTAL AUTHORIZATIONS.**

Transportation service under executed Transportation Service Agreements shall be implemented pursuant to the Wyoming Public Service Commission Rules. The Transportation Service Agreement shall contain such additional language as specifically required by the Commission's applicable Rules.

This rate schedule, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, that party shall provide a written notice to the other parties at the time of filing the request with the Commission.



## **TRANSPORTATION SERVICE RATE SCHEDULES**

### **CONVERSION TO CHOICE GAS PROGRAM SERVICE**

Shippers converting to Choice Gas Program Service must give notice by February 15 for each Choice Gas Program Year. Shippers under this Rate Schedule who terminate such service, who are in compliance with the minimum term and the 90-day notice provisions of this Tariff, and who wish to convert to Choice Gas Program Service will be viewed as new applicants for such service. At the Transporter's option, the remainder of the term may be waived for Transportation Service Shippers who wish to convert to Choice Gas Program Service. Such service will be offered subject to the conditions contained in the Choice Gas Program Service Provisions, and subject to capacity availability.

### **FRANCHISE FEE**

If not otherwise included in base rates, franchise fees or charges imposed by any municipality shall be charged to customers receiving service under this Rate Schedule in such municipality. The appropriate franchise amount shall be set forth as a separate item on that customer's bill less any amount the Company recovers through base rates.

### **INCREMENTAL EXPENSES**

Shipper shall reimburse Transporter for any out-of-pocket expenses (including, but not limited to, legal and travel expenses) incurred in connection with the initiation and rendering of service under this Rate Schedule. Transporter shall provide an estimate of such expenses prior to their occurrence.

### **TAXES, ASSESSMENTS AND SURCHARGES**

Shipper shall pay all taxes, assessments or surcharges that are lawfully imposed upon Transporter in providing service under this Rate Schedule.

### **SHIPPER RESPONSIBILITY**

In the event Shipper uses or designates another party as agent, Shipper shall remain responsible for all charges which such other party fails to pay to Transporter including payments for penalties or for Monthly Imbalances.

### **CONTRACT**

The term of the initial Firm Transportation Service Agreement will be for a primary term of at least one year from the effective date. At the expiration of the primary term, the Firm Transportation Service Agreement shall automatically continue in full force and effect per the terms and conditions of the Transportation Service Agreement, unless and until terminated by either Transporter or Shipper upon ninety days' advance written notice of termination to be effective the first anniversary of the effective date or any subsequent anniversary thereafter.

The term of an initial Interruptible Transportation Service Agreement may be for a period of one month or more, as negotiated between the parties.

### **GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the specific provisions of this Rate Schedule shall govern.





## **INTERRUPTIBLE MARKET CENTER SERVICES RATE SCHEDULE MCS**

This Rate Schedule is available to any Casper Division Shipper and provides for Interruptible Gas Parking, Gas Loaning, Gas Wheeling and Title Tracking Transfer ("TTT") Services at and/or between a Park Point and Loan Point, subject to available operational flexibility and capacity, when a Shipper desires Parking, Loaning, Wheeling and/or TTT Service.

Shippers may request service under this Rate Schedule by submitting a Request for Service using the form set forth in this Tariff.

The Transporter must have the operational flexibility to provide the Interruptible Rate Schedule MCS Service without detriment or disadvantage to system operational needs and to its Shippers using other Tariff services to offer MCS services.

Shippers must complete, execute and submit a Master Rate Schedule MCS Service Agreement ("MCS Master Agreement") using the form contained in this Tariff.

Shippers must complete, execute and submit a Rate Schedule MCS Transaction Request ("MCS Transaction Request" or "Transaction Request") in the form included in this Tariff. Each Transaction Request, upon acceptance by Transporter, is attached as an exhibit to the Rate Schedule MCS Master Agreement. Park Transaction Requests must be entered into separately from Loan Transaction Requests. No single Transaction Request may provide for both Park activity and Loan activity.

Shippers must provide the Transporter with adequate assurance of financial reliability and creditworthiness for the financial obligations of the Transaction Request quantities, including the completion of a Credit Application in the form included in this Tariff. For purposes of credit requirements, the Rate Schedule MCS Master Agreement shall list a Maximum Credit quantity and the Transporter may limit Shipper's ability to schedule Parked Gas or Loaned Gas if the maximum credit quantity has been exceeded. The Transporter may require the Shipper to provide a service deposit or other credit assurance.

### **APPLICABILITY AND CHARACTER OF SERVICES**

This Rate Schedule shall apply to Parking, Loaning, Wheeling and TTT service rendered by the Transporter to Shippers on an Interruptible basis subject to the limitations described in the Rate Schedule MCS Master Agreement, the MCS Transaction Request, this MCS Rate Schedule and the General Terms and Conditions of this Tariff.

Parking, Loaning and Wheeling Services are subject to Interruption at any time and such Interruptions may be in effect for extended periods of time. Interruptions may include decreasing, temporarily suspending or discontinuing the receipt or delivery of Rate Schedule MCS Gas if Transporter, in Transporter's sole and reasonable judgment, determines that such action is necessary to maintain system integrity or when a higher priority service so requires.

The MCS Master Agreement shall state a total quantity that may be Parked or Loaned by a Shipper at any one time under the sum total of all MCS Transaction Requests by the Shipper.



## **INTERRUPTIBLE MARKET CENTER SERVICES RATE SCHEDULE MCS - CONTINUED**

### **APPLICABILITY AND CHARACTER OF SERVICES - CONTINUED**

Each MCS Transaction Request shall state a maximum and minimum Daily Park Quantity or a maximum and minimum Daily Loan Quantity associated with such request, the maximum and minimum Total Accumulated Park Quantity or Total Accumulated Loan Quantity, the maximum and minimum daily Unpark Quantity or Loan Redelivery Quantity, the term, timing and duration of the Park or Loan, the Park Point or the Loan Point and the Unpark Point or the Loan Redelivery Point and the rate(s) for each request.

All Park Points or Loan Points eligible for Rate Schedule MCS Service shall be listed in the Informational Postings section of Transporter's EBB.

### **PARKING SERVICE**

Parking Service shall consist of (1) the Receipt of Gas by the Transporter (when Nominated by a Shipper) at a Park Point, the holding of the Parked Quantity for the Shipper's account for a specified period of time and (2) the Unparking (when Nominated by a Shipper) of the Parked Quantities to Shipper by Transporter at the original Park Point, including treating the unparking as a nominated delivery at the Park Point. Requests to Unpark Parked Quantities at a point other than the original Park Point shall be treated as Wheeling and must be negotiated simultaneously with the Park transaction.

### **LOANING SERVICE**

Loaning Service shall consist of the advancement of Gas by the Transporter (when Nominated by a Shipper) at a Loan Point, for the Shipper's account for a specified period of time and the Loan Payback (also called Loan Redelivery) (when Nominated by Shipper) of the Loan Quantity(s) to the Transporter by a Shipper at the original Loan Point, including treating the Loan Payback as a nominated receipt at the Loan Point. Requests to Redeliver Loaned Quantities at a point other than the original Loan Point shall be treated as Wheeling and must be negotiated simultaneously with the Loan transaction.

### **WHEELING SERVICE**

Wheeling Service shall allow the Unparked or Loan Redelivery Quantity to occur at a system location other than the original Park Point or Loan Point, by exchange or displacement and subject to operational flexibility, as detailed in the Transaction Request. The Wheeling Service must be agreed to at the time of the initial request and any later request to use a system location other than the original Park Point or Loan Point shall be considered Transportation and must be accomplished by Nomination and scheduling under a Transportation Service Agreement.

### **TTT SERVICE**

TTT Service shall consist of the transfer of Parked or Loaned Quantities between MCS Shippers from one Shipper's MCS Transaction Request account to another Shipper's MCS Transaction Request account, prior to the time the quantities are Unparked or Redelivered.

Service rendered under a MCS Transaction Request under this Rate Schedule shall be provided for a minimum one (1) Day term.

The MCS Master Agreement term shall be set forth in the MCS Master Agreement.

The term of each MCS Transaction shall also be set forth in each MCS Transaction Request.



**INTERRUPTIBLE MARKET CENTER SERVICES  
RATE SCHEDULE MCS - CONTINUED**

**APPLICABILITY AND CHARACTER OF SERVICES - CONTINUED**

In the event that Park Quantities have not been returned to the Shipper or Loan Quantities have not been returned to the Transporter at the termination date of the MCS Transaction Request, the Transporter and Shipper may mutually agree to an extended time frame and/or modified terms including the rate(s), by amending the existing MCS Transaction Request or by executing a new MCS Transaction Request to permit Shipper to pay back or Transporter to return such quantities.

In the event any Parked Quantity has not been redelivered to Shipper by the Transaction Request termination date and no mutually agreed extension has occurred, the Parked Quantity shall become the property of the Transporter at no cost to the Transporter free and clear of any and all adverse claims.

In the event any Loan Quantity has not been redelivered to Transporter by the Transaction Request termination date and no mutually agreed extension has occurred, the Loan Quantity shall be cashed out at the highest of the following prices based on the actual price or the Daily Cash Out price.

1. The Daily Cash Out Index Price on the date(s) the Loan occurred.
2. The Daily Cash Out Index Price on the termination date of the MCS Transaction Request.
3. The Daily Cash Out Index Price on the Day the Transporter made replacement purchases for the Loan amount.
4. The average Daily Cash Out Index Price for the Month in which the Loan occurred.
5. The average Daily Cash Out Index Price for the Month in which the MCS Transaction Request terminated.

The Daily Cash Out Index Price will be the greater of the Platts Daily Price Survey Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for date of physical gas flow. This Cash Out amount shall be invoiced at the next billing cycle.

**MARKET CENTER SERVICES CHARGES**

The applicable basic rates, including surcharges, for services under this Rate Schedule are set forth on the Statement of Rates of this Tariff, as revised from time to time.

The rate(s) may be discounted between the stated maximum and minimum rate(s) on a not unduly discriminatory basis. Any discounted rate(s) shall be at or above the minimum rate(s) and at or below the maximum rate(s) and shall be stated in the MCS Transaction Request and effective upon acceptance by the Transporter.

Shippers may elect to prepay the anticipated charges for service under this Rate Schedule at any time.



**INTERRUPTIBLE MARKET CENTER SERVICES  
RATE SCHEDULE MCS - CONTINUED**

**MARKET CENTER SERVICES CHARGES – CONTINUED**

The maximum daily service charge may have up to four rate components. Each component may be discounted to zero but the sum of the four components for any Day shall not be less than the minimum rate. The daily charges may include:

- A daily charge for the amount Parked or Loaned on that Day.
- A daily charge for the amount Unparked or Loan Payback on that Day.
- A daily charge for the Accumulated Total Park Quantity or Accumulated Total Loan Quantity as determined at the end of each Gas Day at each Park Point or Loan Point for a Shipper's account. Separate quantities resulting from separate Parking Transaction Requests and Loan Transaction Requests shall not be netted in determining this charge.
- A daily charge for the amount transferred by TTT or exchanged or displaced by Wheeling on that Day.

Surcharges that may be applicable to this Rate Schedule are set forth on the Statement of Rates of this Tariff.

FL&U shall not be assessed with respect to service rendered under this Rate Schedule.

Shippers shall not redeliver more than the quantity Loaned and shall not Unpark more than the quantity Parked under the MCS Transaction Request. In the event a Shipper fails to adhere to any of the terms described in the MCS Transaction Request, the Shipper shall be charged up to the maximum allowable rate for the service and quantity outside the parameters set forth in the MCS Transaction Request. A Shipper may request to amend its MCS Transaction. Such requests shall be accepted at the sole and reasonable discretion of the Transporter in a non-discriminatory manner.

If on any Day, the Transporter cannot accept a nomination for an Unpark Quantity or a Loan Redelivery Quantity, the daily charge on the Total Accumulated Park Quantity or Total Accumulated Loan Quantity for that Day shall be \$0.000, unless otherwise agreed. Further, the term of the MCS Transaction Request may be extended Day-for-Day by the number of Days for which such Unpark Nominations or Loan Redelivery Nominations were not accepted, if such extension has been mutually agreed.



**INTERRUPTIBLE MARKET CENTER SERVICES  
RATE SCHEDULE MCS - CONTINUED**

**SCHEDULING OF MCS SERVICE**

Shippers shall nominate Rate Schedule MCS service in accordance with the Nomination procedures set forth in the General Terms and Conditions of this Tariff. Rate Schedule MCS service shall be the last quantities scheduled on the system and shall be scheduled in priority by rate and total revenue over the term of the MCS Transaction Request.

The Transporter may, but is not required to, post on its EBB, by 9:00 AM Mountain Time, the amount of available Parking or Loan MCS quantities. If Transaction Requests for the Day exceed the amount of posted MCS availability, the requests shall be filled and scheduled proportionally in accordance with the General Terms and Conditions in this Tariff.

**COMMINGLING OF GAS**

The Transporter shall have the unqualified right to commingle a Shipper's gas with other gas in the Transporter's system and storage field(s).

**DELEGATION**

A Shipper may delegate to any third-party agent the responsibility for managing the Shipper's service under the MCS Service Agreement through the execution of the Transporter's form of Agency Agreement included in this Tariff.

**GENERAL TERMS AND CONDITIONS**

The applicable General Terms and Conditions in this Tariff, except as modified in the Agreement, are hereby incorporated into and made a part of this Rate Schedule. To the extent that said General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.



## **FIRM CHOICE GAS PROGRAM STORAGE SERVICE TARIFF SCHEDULE FS-1**

### **AVAILABILITY**

This Tariff Schedule is available to and required of any Casper Division Choice Gas Program Supplier (hereinafter referred to as "Supplier") that has executed a Supplier Participation Agreement for the Choice Gas Program Year, except any Choice Gas Supplier that only has customers behind the Upstream Delivery Point(s). Service will be contracted using the Supplier Participation Agreement following the Choice Gas Program Supplier annual selection process described in the Choice Gas Program Supplier Terms section of this Tariff and the associated annual storage capacity allocation process that will be described by notice on the Company's EBB. The Transporter will make a determination that it will have sufficient available uncommitted capacity, and after considering the retained storage capacity necessary to operate the Company system, it may provide the Firm Storage Service allocated to each Supplier.

Each Supplier must hold a Supplier Participation Agreement with sufficient capacity entitlements to allow the firm injection and withdrawal of the Supplier's MDWQ and MDIQ firm storage entitlements. The Supplier Participation Agreement, in Appendix B, shall list each Supplier's Storage Entitlements.

### **APPLICABILITY AND CHARACTER OF SERVICE**

Nominated Firm Storage Service will consist of defined storage rights/entitlements and will be available through the use of the Company's storage facilities in the Casper Division. The Transporter's storage fields will be treated as a single storage pool with one point for injection and three withdrawal point(s). The three withdrawal points are (1) Storage Withdrawal Pool to the Riverton Delivery Pool, (2) the Storage Withdrawal Pool to the Casper Delivery Pool and (3) the Storage Withdrawal Pool to the Southern System Delivery Pool.

The Firm Storage Service is comprised of the nominated receipt of gas at the injection point specified in the Supplier's service under this Rate Schedule, storage of gas in the Company's storage facility(ies) up to the Maximum Available Storage Capacity Quantity ("MAC") set forth in the Supplier Participation Agreement, and the subsequent nominated withdrawal of gas at point(s) specified in the service agreement, subject to the General Terms and Conditions of this Tariff and further provisions of the service agreement. The firm storage entitlements are dependent upon the amount of working gas inventory (alternatively "Gas In Place") each Supplier has in storage. It shall be the Supplier's responsibility to maintain a Gas In Place level sufficient to satisfy the Supplier's needs. Supplier shall hold the Company harmless and shall indemnify the Transporter for costs or damages which may directly or indirectly arise out of the Supplier's failure to maintain a sufficient Gas In Place to satisfy its needs.

The Transporter shall receive, at the inlet side of the Transporter's storage facility, daily quantities of gas tendered for the account of Suppliers up to Suppliers' Available Daily Injection Quantity (ADIQ), not to exceed Suppliers' Maximum Daily Injection Quantity (MDIQ) as specified in the service agreement. The Transporter shall not be obligated to, but may at its option, on any day receive at the inlet side of the Transporter's storage facility, an overrun quantity of gas in excess of the applicable ADIQ and/or MDIQ. Upon receipt of natural gas for each Supplier's account, the Transporter shall, after a reduction for the Storage FL&U Reimbursement Quantity, and any other applicable deductions, store the gas for the account of each Supplier up to Supplier's MAC.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**APPLICABILITY AND CHARACTER OF SERVICE - CONTINUED**

The Transporter shall deliver at the outlet side of the Transporter's storage facility(ies), for the account of Suppliers, a quantity of stored gas up to Suppliers' Available Daily Withdrawal Quantity (ADWQ), not to exceed Suppliers' Maximum Daily Withdrawal Quantity (MDWQ) as specified in the service agreements. The Transporter shall not be obligated to, but may at its option, on any day deliver at the outlet side of the Transporter's storage facility(ies), an overrun quantity of gas in excess of the applicable ADWQ and/or MDWQ. At no time shall any Shipper be allowed to have a negative Gas In Place balance.

Firm Storage Service is only available for injection into and withdrawal from Suppliers' FS-1 accounts on a nominated basis. Each Supplier will be responsible for arranging transportation service on the Transporter's transmission pipeline system such that the Transporter's performance of service under this Rate Schedule is not impaired.

Any daily difference between the storage injection and/or withdrawal meters and the amount nominated, confirmed and scheduled for injection and/or withdrawal, shall be deemed to be activity into or out of the Transporter's retained storage account. Annual storage reservoir losses, if any, shall be recovered at the Company's election, either through a volumetric adjustment to the next annual calculated Storage Injection FL&U Reimbursement Percentage or by making an operational purchase or sale.

Suppliers may deliver gas withdrawn from Tariff Schedule FS-1 storage to on-system Town Border Station primary Delivery Points only with one exception. As scheduling conditions allow, Suppliers may schedule on a secondary basis under the Choice Gas Program Supplier Terms section of the Tariff a pair-matched withdrawal from the three withdrawal points to a secondary delivery point to the interstate pipeline interconnection point named Colorado Interstate Gas Company - Chokecherry Point and/or Wyoming Interstate Limited LLC-Chokecherry Point. The Supplier will be charged the maximum Off-System Transportation Charge.

Transporter shall have the ability to waive the specific provisions of Tariff Schedule FS-1 provided such waiver is non-discriminatory and does not adversely affect service to other Suppliers.

**ADDITIONAL FACILITIES**

In no event shall the Transporter be obligated to provide Firm Storage Service under this Tariff Schedule for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. However, the Transporter may expand the system for this or other services on a non-discriminatory basis whenever such is deemed, in the Transporter's reasonable judgment, to be economically, operationally, and technically feasible.





**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**TRANSFER OF GAS IN PLACE WORKING STORAGE INVENTORY INCLUDING IN-GROUND TRANSFERS**

Suppliers may transfer, by sale or otherwise, all or a portion of gas in storage under Tariff Schedule FS-1 to or from another Tariff Schedule FS-1 Supplier's firm storage account and/or to a MCS Transaction Request subject to the provisions of this Rate Schedule and subject to the following conditions:

- The in-ground transfer must not cause the Transporter's obligation to provide firm service to increase and the transfer must not otherwise adversely affect the Transporter's operations, which determinations shall be made at the Transporter's sole discretion.
- Both parties must utilize the trade form electronically available on the Transporter's EBB, which will include the quantity to be transferred and the requested effective date of any transfer. Such transfers may be executed on a prospective basis only unless otherwise agreed on a non-discriminatory basis.
- Both the transferee and transferor of the stored volume must provide the Transporter with verification of the transfer in writing at least one Business Day prior to the requested Date of Transfer.
- The in-ground transfer does not cause either Supplier's storage Gas In Place inventory balance to go below zero or above the required storage inventory plan limits up to MAC as specified in the applicable Service Agreement(s).
- Transfers shall be effective as of the start of the date of transfer, assuming receipt of the verification by the Transporter. The Transporter shall recognize the transfer for purposes of computing available stored volume on and after the date of transfer.
- Suppliers will not be allowed to avoid overrun charges or any penalties via an in-ground transfer, unless otherwise agreed to in writing by the Transporter.
- The party receiving the in-ground transfer agrees to pay any applicable past due charges at the time of the transfer for which the party delivering the transfer has not previously paid.
- The selling Supplier must have title to the Gas In Place being transferred.
- The selling Supplier must have all necessary authority to sell the Gas In Place.
- The Tariff Schedule FS-1 Supplier may also request a transfer of all or a portion of its Gas In Place to a MCS Transaction Request or a transfer of a MCS Transaction Request into its Gas In Place. The Transporter may provide for such transfers if system operations and capacity allow and subject to a mutually agreed-upon MCS Transaction Request.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**RESOLUTION OF GAS IN PLACE AT THE TERMINATION OF FS-1 SERVICE**

Upon expiration of a Supplier's service under Tariff Schedule FS-1, any Gas In Place remaining in storage may be transferred to the Transporter's retained storage account at a mutually agreeable price if the Transporter's retained storage account so allows or, alternatively, will be transferred to and billed under a MCS Transaction Request. The Supplier is deemed to have executed the Transaction Request by its action of leaving inventory in the storage facility(ies). Any gas remaining in inventory sixty (60) days after expiration of the Tariff Schedule FS-1 service and the transfer to the MCS Transaction Request will be confiscated by Transporter. The net realized value (net of any related costs) of any gas confiscated by Transporter pursuant to this Section shall be recorded separately and credited to the Revenue Adjustment Mechanism ("RAM").

If the Supplier remains in the Choice Gas Program for the next successive program year, the Supplier's ending Gas In Place will be the beginning Gas In Place balance for the next Choice Gas Program Year.

**NOMINATIONS**

Nominations under this Tariff Schedule FS-1 will be associated with a nominated firm receipt or firm delivery from a Choice Gas Program administrative firm transportation Supplier Participation Agreement. The nominations, scheduling principles and curtailment principles sections of the Choice Gas Program Supplier Terms and the General Terms and Conditions will apply.

**SERVICE DEFINITIONS**

The Firm Storage entitlements will be defined by the single pooled storage capacities. All Suppliers may not receive the same proportion of firm storage entitlements in the storage pool, instead, the allocation of the Supplier's firm storage rights will be dependent upon the location of the Supplier's customers in the Delivery pool(s) due, in part, to north-to-south and south-to-north system constraints.

**STORAGE INJECTION FUEL AND LOST AND UNACCOUNTED FOR GAS REIMBURSEMENT QUANTITY**

The Storage Injection Fuel and Lost and Unaccounted For Gas (FL&U) Reimbursement Quantity, as such reimbursement percentage is provided for in this Rate Schedule and as is posted on the Statement of Rates in this Tariff, shall be that portion of Suppliers' natural gas received by the Transporter for storage which shall be retained by the Transporter as compensation for the gas used in rendering storage service to Suppliers, including Transporter-used gas, and lost and unaccounted for gas. This gas shall be retained by the Transporter reducing the thermally equivalent volumes available for withdrawal by Suppliers. The Storage Injection FL&U Reimbursement Quantity, if any, shall be stated as a percentage of the natural gas injected by Suppliers at the inlet side of the Transporter's storage facilities.

Title to Storage Injection FL&U Reimbursement Quantity shall vest in the Transporter upon receipt at the inlet side of Transporter's storage facilities at no cost and free and clear of all adverse claims.

The Storage Injection FL&U Reimbursement Quantity will be determined pursuant to the Choice Gas Program Supplier Terms of this Tariff.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**GAS IN PLACE**

The Gas In Place shall be the amount of working storage inventory held in storage for each Supplier at any point in time. Gas In Place may not go below zero.

**MAXIMUM AVAILABLE STORAGE CAPACITY QUANTITY**

The Maximum Available Storage Capacity Quantity (MAC) shall be the maximum quantity of natural gas in Dth the Company agrees to store for the account of the Supplier. Such MAC shall be specified in Dth in the executed Supplier Participation Agreement. MAC may not be exceeded.

If a Supplier attempts to nominate withdrawals from its FS-1 account that would result in a negative Gas In Place balance, the Transporter shall deem such negative quantities as transportation Imbalance quantities which shall be considered a Loan, which shall be deemed to be an MCS Transaction Request.

**MAXIMUM DAILY INJECTION QUANTITY**

The Maximum Daily Injection Quantity (MDIQ) means the maximum quantity of natural gas which the Transporter agrees to receive from Suppliers at the inlet side of the Transporter's storage facility(ies) for injection into storage as specified in the executed service agreement. Any injection quantity in excess of the Supplier's MDIQ will incur overrun charges as defined in this Tariff Schedule FS-1.

**AVAILABLE DAILY INJECTION QUANTITY**

The Available Daily Injection Quantity (ADIQ) means the quantity of natural gas which Transporter agrees to receive from Suppliers at the inlet side of the Transporter's storage facility(ies) for injection into storage. Such quantities vary based upon the Supplier's Gas In Place, and the ADIQ will decrease as the Supplier's Gas In Place increases. The ADIQ quantities are described in the inventory plan herein. Any injection quantity in excess of the Supplier's MDIQ will incur overrun charges as defined in this Tariff Schedule FS-1.

**MAXIMUM DAILY WITHDRAWAL QUANTITY**

The Maximum Daily Withdrawal Quantity (MDWQ) shall be the maximum quantity of natural gas the Transporter agrees to withdraw per day from the Supplier's service agreement account.

**AVAILABLE DAILY WITHDRAWAL QUANTITY**

The Available Daily Withdrawal Quantity (ADWQ) shall be the quantity of natural gas the Transporter agrees to withdraw on any given day. The ADWQ varies based on the Supplier's Gas In Place and the ADWQ decreases as the Supplier's Gas In Place decreases.

At an inventory greater than 47% of each Supplier's MAC, the ADWQ is equal to the MDWQ. Any withdrawal quantity in excess of the Supplier's MDWQ will incur overrun charges as defined in this Tariff Schedule FS-1.

If a Supplier's Gas In Place inventory is equal to or less than 47% and greater than zero percent of its MAC, its ADWQ will be equal 91.7% of the MDWQ and any withdrawal quantity in excess of the ADWQ will incur overrun charges as defined in this Tariff Schedule FS-1.

If a Supplier's inventory is zero, its ADWQ will be reduced to zero and no withdrawal quantity will be allowed until such time as the Supplier has injected gas into its FS-1 account and it has a positive balance.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**INVENTORY PLAN**

Suppliers will be required to achieve various Gas In Place storage inventory requirements by specific dates and will be required to cycle working gas storage inventory each 12 month period. By December 1, each Supplier must have injected sufficient Gas In Place greater than 47% of its MAC and maintain such minimum winter quantity through the end of February. By April 30, each Supplier must have withdrawn its Gas In Place less than or equal to 10% of its MAC and must maintain such maximum end-of-season quantity through May 15.

**AVAILABLE DAILY INJECTION QUANTITIES**

The Transporter shall not authorize or confirm injection or withdrawal nominations that result in Gas In Place less than any Supplier's winter minimum inventory amount or greater than the end-of-season maximum inventory amounts. The Transporter shall not authorize or confirm injection nominations that result in any Supplier's MAC being exceeded.

So long as a Supplier's Gas In Place is between 0% and 60% of MAC, then the Available Daily Injection Quantity (ADIQ) for that Supplier will be equal to the MDIQ. If the Supplier's Gas In Place is above 60% of MAC but not greater than MAC, the ADIQ will be 80.6% of MDIQ. If a Supplier's Gas In Place is equal to MAC, then the ADIQ is zero.

**OVERRUN SERVICE**

Authorized Overruns shall be the quantity of Gas nominated and scheduled for service hereunder that exceeds the contract storage entitlements of ADWQ and/or ADIQ. Authorized Overruns and interruptible service(s) shall have equal scheduling priority and shall be scheduled based on rate from highest to lowest. Authorized Overrun and interruptible services at the same rates shall be scheduled pro rata.

**OVERRUN CHARGES**

Unauthorized Inventory Quantities Above Inventory Plan. If the Supplier has Gas In Place from April 30 through May 15 which exceeds the maximum end-of-season inventory as described in this Rate Schedule, the Transporter shall charge the Supplier a Daily Unauthorized Inventory Charge equal to the amount of inventory each day that exceeds the end-of-season inventory limit multiplied by the maximum Daily Unauthorized Inventory Charge as defined on the Statement of Rates for this Tariff Schedule.

Daily Authorized Overrun Charge (for MDWQ, ADWQ, MDIQ, ADIQ). If, on any day, the Supplier nominates and Transporter confirms quantities that exceed Supplier's applicable MDWQ, ADWQ, MDIQ, or ADIQ, as defined under this Rate Schedule FS-1, such quantities shall be subject to the applicable authorized overrun rate as stated in Supplier Participation Agreement multiplied by the overrun quantity, unless otherwise agreed to in writing by Transporter. If the Supplier Participation Agreement does not state an Authorized Overrun charge, the maximum rate(s) will apply.

Unauthorized Overrun Charge (for MDWQ, ADWQ, MDIQ, or ADIQ). Firm Storage injection and storage withdrawal will equal the nominated, confirmed and scheduled amounts. There will be no unauthorized injection or withdrawal amounts and any flow and/or measurement differences on the system will be resolved through the Imbalance Management for the Choice Gas Program firm transportation agreements.

Notwithstanding the charges provided herein, the Transporter has the right to reduce injection or withdrawals at any time, in its reasonable discretion, as necessary to protect the integrity of its system, including maintenance of service to other Suppliers.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**REQUIREMENTS FOR FIRM STORAGE SERVICE**

The Supplier Participation Agreement shall be deemed to be the equivalent of an executed Tariff Schedule FS-1 service agreement between the Transporter and the Supplier. The Tariff Schedule FS-1 service entitlements listed in Appendix B to the Supplier Participation Agreement shall be valid as of the first date of the applicable Choice Gas Program Year and will be deemed to be completed/terminated when the Supplier Participation Agreement is completed/terminated.

The information required for a valid Appendix B to the Supplier Participation Agreement shall be as follows:

**GAS ENTITLEMENT QUANTITIES**

The Supplier Participation Agreement Appendix B shall specify in Dth the Maximum Available Storage Capacity Quantity ("MAC"), the MDWQ, and the MDIQ. The availability of the MAC, MDWQ and MDIQ on any day is subject to the provisions of this Tariff Schedule FS-1.

**RELATED TRANSPORTATION ENTITLEMENTS AND STORAGE POOL(S)**

The Supplier Participation Agreement Appendix B shall list the associated firm transportation receipt rights from point(s) of storage withdrawals.

**TERM OF SERVICE**

The Supplier Participation Agreement shall specify the Choice Gas Program Year for which service is requested to commence and the date service is requested to terminate. However, the term of service for the Tariff Schedule FS-1 service hereunder shall be no less than one year, unless otherwise agreed to in writing by the Transporter.

**COMPLIANCE WITH TARIFF SCHEDULE FS-1**

Execution of the Supplier Participation agreement shall be deemed agreement by Supplier that it will abide by the terms and conditions of this Tariff Schedule FS-1, including the applicable General Terms and Conditions of this Tariff.

**SUPPLIER CONTACT INFORMATION**

The Supplier Participation Agreement shall specify the person(s) (name, company, department and business title) to be contacted by the Transporter in connection with Tariff Schedule FS-1 service, including a telephone number and an e-mail address.

**RATES**

The applicable rates, including any surcharges, for Firm Storage Service are set forth in Supplier's Supplier Participation Agreement, provided that if no rate(s) is stated the maximum rate(s) for Tariff Schedule FS-1 service will apply.

The Storage Injection FL&U Reimbursement Quantity, if any, set forth on the applicable rate sheet of Transporter's Tariff, shall be charged prior to injection of gas into storage.



**FIRM CHOICE GAS PROGRAM STORAGE SERVICE  
TARIFF SCHEDULE FS-1 - CONTINUED**

**CHANGES IN RATES**

The Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Tariff Schedule FS-1, including both the level and design of such rates and charges; or (2) the terms and conditions of this Tariff Schedule FS-1.

If, at any time and from time to time, the Commission or any other governmental authority having jurisdiction in the premises allows or permits the Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the Tariff Schedule FS-1 service or a separate discount agreement, be increased to the highest rate. Should additional documentation be required in order for the Transporter to collect such highest rate, Suppliers shall execute or provide such documentation within ten days after a written request by the Transporter. If, at any time and from time to time, the Commission or any other governmental authority having the jurisdiction in the premises requires the Transporter to charge a higher or lower rate for service hereunder, the rate shall be increased and decreased to such level.

**STORAGE INJECTION FL&U REIMBURSEMENT PERCENTAGE**

The Storage Injection FL&U Reimbursement Percentage rate, if any, shall be that percentage of Supplier's natural gas received by the Company for storage which shall be retained by Transporter as compensation for gas used in rendering service, including Company-used gas, and lost and unaccounted-for gas. Supplier shall reimburse the Company for the Storage Injection FL&U Reimbursement Quantity required in storing gas hereunder at the reimbursement percentage rate set forth in the statement of rates sheets in this Tariff.

**SERVICE CONDITIONS**

Each Supplier must match its nominated withdrawal to a transportation nomination. Injection nominations on the Choice Gas Program transportation agreement will be made to a single injection pool.

Each Supplier must nominate separately any injection or withdrawal intra-day nominations in accordance with the General Terms and Conditions of this Tariff.

**COMMINGLING OF GAS**

The Transporter shall have the unqualified right to commingle a Supplier's gas with other gas in the Transporter's storage field(s).

**GENERAL TERMS AND CONDITIONS**

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Tariff Schedule FS-1. To the extent that the General Terms and Conditions of this Tariff are inconsistent with the provisions of this Tariff Schedule FS-1, the provisions of this Tariff Schedule FS-1 shall govern.



## **COST ADJUSTMENTS AND RIDERS**

### **GAS DELIVERY COST ADJUSTMENT**

#### **APPLICABILITY**

The Gas Delivery Cost Adjustment (GDCA) clause applies to all RGS, SGS, MGS, and LGS rate schedules unless otherwise specifically stated.

#### **DETERMINATION OF GAS DELIVERY COST**

The Gas Delivery Cost for the period shall be the cost of backup, emergency, or replacement gas supplies or other services directly attributable to the Company's Casper, Gillette and Torrington Divisions during the period. In the event the Company, at its sole discretion, needs to purchase: i) operational gas supplies or other services in order to ensure system integrity; or ii) replacement gas supplies or other services due to the failure of qualified supplier(s) to deliver sufficient gas volumes, and the Company does not recover sufficient dollars from the non-performing Supplier(s) to fully reimburse the Company for any costs related to such purchases, then the actual unrecovered cost to the Company for such purchasing, including but not limited to gathering, transporting, storing, treating, and processing of any backup, emergency or replacement gas supply, or any other services, fees and taxes related to such gas, shall be included in the Gas Delivery Cost for the period.

If circumstances arise whereby the Company is required to implement emergency replacement gas supply, the Company will immediately provide notice of such emergency to the Commission. For any costs not recovered from Suppliers related to service described above, the Company shall request approval from the Commission to be reimbursed through the GDCA mechanism.

#### **PROJECTED DELIVERY COST RATE DETERMINATION**

The Company, at its sole discretion, but at least on an annual basis if Gas Delivery Costs are expected to be incurred, will file an application pursuant to the Commission's Rules to establish a projected Gas Delivery Cost rate to be included in rates. This filing will be made only when costs defined above have been or are projected to be incurred. The planned method, supporting basis and time period for projecting the Gas Delivery Cost rate shall include the use of forecasted economic indicators that provide information relative to a NYMEX data point, or other data point, as appropriate, and information relative to a basis difference for Wyoming, if appropriate, for the forecasted period of months remaining until the start of the next Choice Gas Program Year. This purchase gas cost methodology utilizing the most current relevant industry information incorporates the most reasonable methodology available to the Company for determining projected cost. The projected Gas Delivery Cost rate will be determined by dividing projected gas delivery costs by the projected sales volumes.

#### **ACTUAL GAS DELIVERY COST DETERMINATION**

Actual unit gas delivery cost for the period will be determined by dividing the actual Gas Delivery Costs for the period by actual sales volumes for the month.





**COST ADJUSTMENTS AND RIDERS**  
**GAS DELIVERY COST ADJUSTMENT - CONTINUED**

**GAS DELIVERY COST ADJUSTMENT AND ACCRUAL**

The GDCA for each month will be determined by multiplying the difference between the actual unit Gas Delivery Cost and the unit Gas Delivery Cost by the sales volumes as determined from actual billings to customers.

The monthly difference between actual costs and revenues calculated in accordance with the preceding paragraph shall be recorded in FERC Account 191 - Unrecovered Purchased Gas Costs of the Uniform System of Accounts. A positive amount (defined as actual gas delivery cost exceeding projected gas delivery cost) represents an under-recovery of costs and will be debited to FERC Account 191. A negative amount (defined as projected delivery cost exceeding actual gas delivery cost) represents an over-recovery of costs and will be credited to FERC Account 191.

If the Company's projected gas delivery costs during the remaining months of the projection period change significantly from the filed projected gas delivery cost, the Company may file an application before its next scheduled application to revise its projected gas delivery costs, provided that the Company's rate change equates to at least 0.5% of the gas cost delivery rate for the period.

**SURCHARGE DETERMINATION**

Interest will be calculated on any over-recovered balance recorded in the previous month's Gas Delivery Cost Adjustment's FERC Account 191 at the end of each month. The interest rate used for this calculation will be the Commission's Authorized Interest Rate calculated as a daily rate, as defined in the Commission's Rules. Interest on all over-recovered monthly balances during the annual accumulation period will be credited to FERC Account 191 as carrying costs and recorded in addition to the recovered monthly amounts described above. All interest will be compounded on a monthly basis.

Annually, the Company will calculate a surcharge (positive or negative) to amortize the accumulated over- or under-collected gas delivery costs by dividing the balance in FERC Account 191 at the end of the accumulation period by projected sales volumes for the next twelve months. Total gas delivery cost rates will be determined by adding this unit surcharge to the projected gas delivery cost rate.

**TIMING OF FILING AND DETERMINATION OF ACCUMULATION PERIOD**

If Gas Delivery Costs are incurred, the Company may file, at least annually, to adjust its rates to be effective each June 1; provided the Company may make out-of-period filings as it deems necessary. The accumulation period of future gas delivery costs incurred shall be the twelve-month period ending each March 31.



## **COST ADJUSTMENTS AND RIDERS**

### **GAS COST ADJUSTMENT**

#### **APPLICABILITY**

This Gas Cost Adjustment clause applies to all sales customers other than customers who participate in the Choice Gas Program.

#### **DETERMINATION OF THE GAS COST ADJUSTMENT**

The Gas Cost Adjustment shall be determined by compiling the unit gas commodity costs and prudent gas delivery costs for purchasing, gathering, storing, transporting, treating, and processing of gas or any other services, fees and taxes assessed, under contract or otherwise, multiplied by quantities of gas received or to be received as applicable to the Gas Cost Adjustment customers, during the period. The Gas Cost Adjustment shall include prudent costs related to the hedging of prices paid by the Company for gas supply, including payments made or received by the Company to or from financial counter-parties pursuant to swap or derivative agreements and also shall include prudent costs associated with gas acquired from participating Suppliers, including the Company as a Supplier, for purposes of implementing the Gas Cost Adjustment for customers.

#### **PROJECTION OF THE GAS COST ADJUSTMENT**

On a quarterly basis, the Company will file an application to establish a projected Current Gas Cost to be included in its Tariff to be effective June 1, September 1, December 1, and March 1 of each year. The planned method, supporting basis and time period for projecting the Current Gas Cost shall include the use of forecasted economic indicators that provide information relative to a NYMEX data point, or other data point, as appropriate, and information relative to a basis difference for Wyoming, if appropriate, for a forecast period of twelve months. This purchase gas cost methodology utilizing the most current relevant industry information incorporates the most reasonable methodology available to the Company for determining projected cost. The projected Current Gas Cost will be determined by dividing projected costs by the projected normalized sales attributable to customers for the twelve-month forecast period. Only the projected normalized sales attributable to customers receiving gas supply under the Gas Cost Adjustment Option will be used.

#### **ACTUAL COST DETERMINATION**

The actual unit cost for each month will be determined by dividing the actual total gas supply costs for each month, by actual sales volumes for the month, as applicable to the Gas Cost Adjustment. Only the actual sales attributable to customers receiving gas supply under the Gas Cost Adjustment Option will be used.

#### **GAS COST ADJUSTMENT AND ACCRUAL**

The Gas Cost Adjustment for each month will be determined by multiplying the difference between the actual unit cost and the projected unit cost by the applicable sales volume as determined from actual billings to customers.

The monthly difference between actual costs and costs recovered, as calculated in accordance with the preceding paragraph, shall be recorded in FERC Account 191 - Unrecovered Purchase Gas Costs of the Uniform System of Accounts. A positive amount (defined as actual cost exceeding projected cost) represents an under-recovery of costs and will be debited to FERC Account 191. A negative amount (defined as projected cost exceeding actual cost) represents an over-recovery of costs and will be credited to FERC Account 191. The costs in FERC Account 191 shall be accumulated for each month.

If the Company's normalized projected costs during the projection period change from the amounts used in calculating the Current Gas Cost, the Company may file an application to revise its Current Gas Cost, provided that the Company's rate change equates to at least 0.5% of the gas cost rate for the period.



**COST ADJUSTMENTS AND RIDERS**  
**GAS COST ADJUSTMENT - CONTINUED**

**DEFERRED GAS COST DETERMINATION**

Interest will be calculated on any over-recovered balance recorded in the previous month's Gas Cost Adjustment FERC Account 191 at the end of each month. The interest rate used for this calculation will be the Commission's Authorized Interest Rate, calculated as a daily rate, as defined in the Commission's Rules. Interest on all over- and under-recovered balances during the annual accumulation period will be credited to FERC Account 191 as carrying costs and recorded in addition to the recovered monthly amounts. All interest will be compounded on a monthly basis.

On a quarterly basis, to be effective on the dates set forth above, or as necessary, the Company will calculate a surcharge (positive or negative) to amortize the accumulated balance of gas costs and interest contained in FERC Account 191 by dividing such balance (at the time an adjustment is deemed necessary) by projected Gas Cost Adjustment sales volumes for the twelve-month forecast period.

The Gas Cost Adjustment Charge shall be the sum of the Current Gas Cost and the Deferred Gas Cost.

**DETERMINATION OF WORKING GAS STORAGE ADJUSTMENT**

The Working Gas Storage Adjustment will be determined by using the dollar value of a thirteen-month average balance of working gas multiplied by the authorized rate of return, with the equity portion adjusted for income taxes. The derived amount is then divided by projected annual Gas Cost Adjustment sales volumes to determine the volumetric rate adjustment. The proposed Working Gas Storage Adjustment rate will be requested from the Commission in conjunction with the quarterly Gas Cost Adjustment applications.

**DISPOSITION OF ACCRUAL**

To the extent that the Gas Cost Adjustment Option is discontinued, any remaining costs not collected from or refunded to Gas Cost Adjustment Option customers shall be transferred to the Gas Delivery Cost Adjustment (GDCA) FERC Account 191, which is applicable to all customers and collected via that rate mechanism.



## **COST ADJUSTMENTS AND RIDERS REVENUE ADJUSTMENT MECHANISM**

### **APPLICABILITY**

The Revenue Adjustment Mechanism ("RAM") applies to all RGS, SGS, MGS, and LGS customers unless otherwise specifically stated.

The following types of revenues and costs shall be included in the RAM rate:

### **REVENUES FROM RATE SCHEDULE MCS SERVICE**

For the purpose of this RAM, the term "MCS Investment" shall mean the investment for the construction and operation of the Chokecherry Compressor Station and related facilities used to provide transportation and Market Center Services ("MCS").

A credit amount equivalent to the revenue requirement of the MCS Investment ("MCS Credit") shall be included in the overall revenue requirement as approved in the last general rate case. The Company will retain annual MCS revenues up to the MCS Credit amount of \$603,312. Additional annual MCS revenues shall be shared, with 50% returned to applicable customers through the RAM and the other 50% being retained by the Company.

The Company may include with the applicable MCS revenues any revenues that, pursuant to an express written contract, compensate the Company for the cost of service of the MCS Investment.

### **OPERATIONAL PURCHASES AND SALES**

The Company shall track the costs and revenues associated in any month with operational purchases and sales. The Company shall include one hundred percent (100%) of the net amount of such costs and revenues in the RAM rate. Such costs and revenues associated in any month with operational purchases and sales shall exclude any amounts capitalized, included in the Company's Fuel and Lost and Unaccounted For Gas (FL&U) reimbursement percentage or otherwise recovered through the Company's established base rates. Operational purchases and sales may also include Transmission FL&U and/or Storage Injection FL&U as part of the true-up process between the computed FL&U rates and the actual FL&U experienced on the Company's system(s).

### **CASH OUT COSTS AND REVENUES AND SUPPLY SCHEDULING CHARGES AND PENALTIES**

The Company shall track the costs and revenues associated in any month with cash out costs and revenues and supply scheduling charges and penalties. The Company shall include one hundred percent (100%) of the net amount of such costs and revenues in the RAM rate.

### **SEMI-ANNUAL FILINGS**

The Company shall make semi-annual filings to adjust the RAM rate: a filing on or before June 1, to be effective on July 1, and a filing on or before December 1, to be effective on January 1.



**COST ADJUSTMENTS AND RIDERS**  
**REVENUE ADJUSTMENT MECHANISM - CONTINUED**

**DETERMINATION OF RAM CREDIT RATE**

The RAM rate for each semi-annual filing shall be determined by netting all of the actual net revenues and all of the actual net costs included in the RAM rate for each month applicable to the filing and dividing that total net amount by projected annual sales volumes. The Company shall adjust the calculated RAM rate to true-up the total net amount to be returned to customers to the total net amount actually returned to customers. The RAM rate will be computed to the nearest \$0.0001 per therm.

**INTEREST**

Interest shall be calculated on any under-returned balance at the end of each month. The interest rate used for this calculation shall be the Commission's Authorized Interest Rate calculated as a daily rate, as defined in the Commission's Rules. All interest will be compounded on a monthly basis.

**SEPARATE LINE ITEM ON BILLS**

The RAM rate shall appear as a separate line item on the bills of customers receiving the RAM rate.



## **COST ADJUSTMENTS AND RIDERS NATURAL GAS ENERGY EFFICIENCY**

### **APPLICABILITY**

The Energy Efficiency (EE) Surcharge shall be applicable to RGS, SGS, MGS and LGS customers taking service under the terms contained in this tariff, except as outlined in specific Rate Sheets.

### **MONTHLY RATE**

In addition to the Monthly Rates and provisions of the applicable rate schedule applied in determining a customer's bill, all monthly bills for customers receiving service shall have applied the Natural Gas Energy Efficiency per-therm surcharge as shown on the Statement of Rates and Charges.

### **BALANCING ACCOUNT**

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

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

### **Interest Charges**

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

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

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



## **COST ADJUSTMENTS AND RIDERS NATURAL GAS ENERGY EFFICIENCY - CONTINUED**

### **ENERGY EFFICIENCY REPORTING**

An Energy Efficiency Balancing Account Report will be filed annually on or before April 1. This report will reconcile monthly Energy Efficiency Surcharge revenues received to the Energy Efficiency program expenditures (including any interest adjustments) and provide a year-end balance summary.

An Energy Efficiency Status Report will be filed annually, on or before May 1. The purpose of this report is to summarize program participation, expenditures, and impacts; document adaptive management strategies over the course of the reporting period; and demonstrate the overall cost-effectiveness of specific programs and the overall program portfolio.

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

### **ENERGY EFFICIENCY SURCHARGE ADJUSTMENTS**

#### **Annual Adjustments**

The Energy Efficiency Balancing Account year-end balance, along with forecasted Energy Efficiency program expenditures for the following twelve months, will be the basis for proposed adjustments to the Energy Efficiency Surcharge. In conjunction with the Energy Efficiency Balancing Account Report filing, annual adjustments will be proposed as necessary to reasonably ensure the balancing account maintains as close to a zero balance on an annual basis, as is reasonably possible.

#### **Margin Recovery**

Based on the volumetric savings results of the Commission approved Energy Efficiency plan, the Company will request Commission approval to collect lost margins. The Margin Recovery is determined by multiplying the calculated deemed therm savings by the applicable Margin Recovery rates of \$0.2008 per therm for Residential customers and \$0.2049 per therm for Commercial customers. This Adjustment amount is then divided by the forecasted therm sales for the next year to determine the adjustment rate. This Margin Recovery Adjustment rate is added to the Energy Efficiency Surcharge for the next year. Any over- or under-recoveries of the Margin Recovery Adjustment will be trued up annually through the Balancing Account. Application for Margin Recovery shall be made with the annual adjustment filing.

#### **Other Adjustments**

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

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





## **COST ADJUSTMENTS AND RIDERS NATURAL GAS ENERGY EFFICIENCY - CONTINUED**

### **EE PROGRAMS**

The Energy Efficiency programs encouraging Residential and Commercial customers receiving service under the RGS, SGS, MGS or LGS Rate Schedules to purchase and install energy-efficiency products and appliances are explained in the following sections:

- Residential Solutions Program
- Residential New Construction Program
- Residential Income Qualified Program
- School Based Education Program
- Commercial Prescriptive Rebate Program
- Commercial Custom Rebate Program
- Small Business Direct Install Program

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

#### **Residential Solutions Program**

The Residential Solutions Program provides rebates to a customer with a separately metered dwelling unit in a structure that has up to and including four separately metered Residential dwelling units receiving service under the RGS Rate Schedule.

To receive a rebate, customers must submit a completed application form and required supporting documentation. The customer can find more information, including the rebate application for this program, at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

#### **Residential New Construction Program**

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

To receive a rebate, customers must submit a completed application form and required supporting documentation. The customer can find more information, including the rebate application for this program, at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).



## **COST ADJUSTMENTS AND RIDERS**

### **NATURAL GAS ENERGY EFFICIENCY - CONTINUED**

#### **Residential Income Qualified Program**

The Residential Income Qualified Program provides a customized report recommending home improvements that can be made to reduce usage to a customer with a separately metered residence receiving service under the RGS Rate Schedule. A customer is eligible to apply if they own, rent, or lease a single-family home, duplex, or mobile home, or owners of multifamily units who have an income that meets the qualifications set forth by the Wyoming Low Income Energy Assistance Program (WLIEAP). The measurements are installed at no cost to the customer.

Customers must be confirmed as a pre-screened eligible customer by an applicant verification process with WLIEAP or other local public housing authority. Details regarding this program, including the application process for this program, at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

#### **School Based Education Program**

The School Based Education Program will provide hands-on education and energy savings kits to middle school students within the BH Wyoming Gas service territory. The customer can find more information about this program at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

#### **Commercial Prescriptive Rebate Program**

The Commercial Prescriptive Rebate Program offers rebates for purchasing and installing a qualifying measure at the separately metered business unit receiving service under the SGS, MGS and LGS Rate Schedules.

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

To receive a rebate, customers must submit a completed application form and required supporting documentation. The customer can find more information, including the rebate application for this program, at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

#### **Commercial Custom Rebate Program**

The Commercial Custom Rebate Program offers rebates to a separately metered business unit receiving service under the SGS, MGS and LGS Rate Schedules.

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

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



## **COST ADJUSTMENTS AND RIDERS NATURAL GAS ENERGY EFFICIENCY - CONTINUED**

### **Small Business Direct Install Program**

The Small Business Direct Install Program offers rebates to a separately metered business unit receiving service under the SGS, MGS and LGS Rate schedules.

A rebate under the Small Business Direct Install Program is paid directly to a Commercial customer for purchasing and installing a qualifying measure at the qualifying business unit. Qualifying measures include those that target cost-effective natural gas savings including retrofits of existing systems as well as first-time installations.

To receive a rebate, customers must submit a completed application form and required supporting documentation. The customer can find more information, including the rebate application for this program, at [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

### **RULES**

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



## **COST ADJUSTMENTS AND RIDERS**

### **WYOMING INTEGRITY RIDER**

#### **APPLICABILITY**

The RGS, SGS, MGS, LGS, and Firm Transportation Rate Schedules for natural gas service are subject to a Wyoming Integrity Rider ("WIR"). The WIR will include all Eligible WIR Costs associated with WIR Projects that are completed after February 1, 2024 and on or before December 31, 2027. The WIR will recover costs for the WIR Projects until the earlier of the end of the WIR Effective Period or when such costs are included in base rates, as later described. A maximum of \$20 million in eligible WIR Projects may be added to the revenue requirement calculation in a single year. The WIR rates to be applied to each Rate Schedule are as set forth on the Statement of Rates and Charges of this Tariff.

#### **ANNUAL FILING**

The WIR Rate shall be calculated annually using the actual and forecasted capital costs and eligible operating expenses for the Cost Period and any previous Cost Periods, the most recent WIR Deferred Balance and WIR True-up amounts, if applicable, and forecasted volumes by customer class. The WIR Rate shall be filed by November 1 each year. Each subsequent WIR Rate application will: 1) reflect the cost of Eligible WIR Projects that have been completed during the WIR Effective Period or that are anticipated to be completed during the current Cost Period; 2) true up to actual investment costs and related revenue requirement from the amount in the previous year's WIR Rate, and 3) true up the revenue collected from customers to the amount reflecting the prior year's trued-up investment. The Company will request Commission approval of a January 1 effective date, with rates effective on an interim basis, subject to refund with final rates effective on April 1 upon final approval by the Commission. Approved WIR Rates will remain in effect until new interim or final WIR rates are approved by the Commission. The application shall consist of the following:

- Attachment 1 Calculation of WIR Rate
- Attachment 2 Clean version of proposed tariff changes
- Attachment 3 Legislative version of proposed tariff changes
- Attachment 4 Statement of Rate Change
- Attachment 5 List of all Completed WIR Projects Included in Prior Filings
- Attachment 6 Description of included WIR Projects for Cost Period, including necessity, cost, and completion status
- Attachment 7 Planned WIR Projects for next calendar year

#### **EFFECTIVE PERIOD**

WIR Projects are eligible for inclusion in the WIR with in-service dates no earlier than February 1, 2024 and no later than December 31, 2027. Recovery of costs through the WIR shall continue until December 31, 2028 unless a general rate application has been filed with the Commission prior to June 1, 2028. If such general rate application has been filed, recovery of WIR Costs shall continue until rates under the general rate application become effective. If a general rate application has not been filed prior to June 1, 2028, the Company will make a final filing to true up any remaining balancing account amounts no later than March 31, 2029. The Company may at any time request an extension, modification or expansion of the WIR either through a separate application or future rate review.



**COST ADJUSTMENTS AND RIDERS**  
**WYOMING INTEGRITY RIDER - CONTINUED**

**DEFINITIONS**

**WIR Deferred Balance** shall be equal to the balance, positive or negative, of actual WIR revenues for the Cost Period prior to the current calendar year less the WIR revenue requirement as approved by the Commission for that period.

**Eligible WIR Costs** shall mean: (1) the Authorized Return grossed up for taxes, on the Cost Period ending net plant in-service balances associated with the Projects; (2) the plant-related ownership costs associated with such incremental plant investment, including depreciation, accumulated deferred income taxes, and all taxes including federal income taxes and ad valorem taxes; and (3) other eligible incremental operation and maintenance costs directly related to WIR Programs as described in this tariff. The return, federal income taxes and plant related costs associated with improvements or upgrades in addition to replacement of facilities included as WIR Projects shall be excluded from Eligible WIR Costs.

**Cost Period.** The Cost Period for the WIR Rate applications shall be the calendar year in which the annual WIR Rate application is filed.

**Book Depreciation Reserve.** The reduction to rate base reflecting the Cost Period end accumulation of depreciation applied to Total Plant in Service during the Cost Period. The first in-service year of Eligible Projects shall use a half-year convention to calculate Cost Period end balances.

**Accumulated Deferred Income Taxes.** The reduction to rate base reflecting the Cost Period end deferred income taxes resulting from differences between book and tax depreciation rates applied to Total Plant in Service during the Cost Period. The first in-service year of Eligible Projects shall use a half-year convention to calculate Cost Period end balances.

**Rate Base.** The result of subtracting the Book Depreciation Reserve and Accumulated Deferred Income Taxes from Total Plant in Service. Plant retirements associated with Eligible Projects shall also be reflected in Rate Base.

**Authorized Return.** The rate of return of 7.08%.

**Tax Multiplier.** The Company's federal tax gross-up factors is based on the federal corporate income tax rate of 21% and is calculated as follows:  $1 \div (1 - (0.21))$ .

**Federal Tax Expense.** The Company's federal tax expense on the WIR is computed by multiplying the amount of return on equity by  $(1 \div (1 - 0.21) - 1)$ .



**COST ADJUSTMENTS AND RIDERS**  
**WYOMING INTEGRITY RIDER - CONTINUED**

**Depreciation Expense.** Depreciation expense associated with WIR distribution plant is calculated by multiplying 1.8% times the Total Distribution Plant in Service. Depreciation expense associated with transmission plant is calculated by multiplying 1.3% times the Total Transmission Plant in Service. Depreciation expense associated with storage plant is calculated by multiplying 2.3% times the Total Storage Plant in Service.

**Ad Valorem Tax Expense.** Ad Valorem tax related to the WIR Total Plant in Service will be calculated using a blended property tax rate of 0.31105%.

**Class Allocator.** Assigns the WIR Revenue Requirement to the customer classes based on the following class allocation percentages:

Customer Class	Storage	Transmission	Distribution
RGS	46.70%	43.97%	68.08%
SGS	10.67%	9.87%	9.55%
MGS	14.44%	14.06%	8.38%
LGS	15.72%	16.73%	7.82%
Transportation	12.47%	15.37%	6.17%

**Wyoming Integrity Projects** Eligible WIR Projects shall mean Transmission Integrity Management Program ("TIMP"), Storage Integrity Management Program ("SIMP"), and Distribution Integrity Management Program ("DIMP").



**COST ADJUSTMENTS AND RIDERS**  
**WYOMING INTEGRITY RIDER - CONTINUED**

**WIR True-Up Amount** shall be equal to the difference, positive or negative, between the Eligible WIR Costs included in the prior annual WIR filing's Cost Period and the actual Eligible WIR Costs incurred by the Company for that Cost Period.

**WIR Adjustment Calculation** The WIR rate shall be equal to the Eligible WIR Costs, plus or minus the WIR True-Up Amount, plus or minus the Deferred WIR Balance, divided by the forecasted volumes. If the sum of the WIR True-Up Amount and the WIR Deferred Balance result in a credit, interest will be calculated on the over-recovered balance at an annual interest rate. The interest rate used for this calculation will be the Commission's Authorized Interest Rate. The WIR is calculated as follows:

$$\text{WIR} = ((A \pm B \pm C + D) / E)$$

Where:

- A = Eligible WIR Costs
- B = WIR True-Up Amount
- C = Deferred WIR Balance
- D = Interest on over-recovered balance, if applicable
- E = Forecasted volumes

**WIR Adjustment with Changes in Base Rates** Whenever the Company implements changes in base rates as a result of a final Commission order in a general rate case, the WIR costs will be included in base rates and WIR rate will be reset to zero.





**COST ADJUSTMENTS AND RIDERS**  
**FEBRUARY 2021 EXTREME WEATHER**

**APPLICABILITY**

The February 2021 Extreme Weather ("FEW") Rider applies to all premises where a customer was taking service under the Regulated GCA Option on February 28, 2021. Customers at premises identified as being subject to the FEW Rate who subsequently move to a Choice Gas Program Supplier other than the Regulated GCA Option will continue to pay the FEW Rate. Customers beginning service at a premises that did not exist prior to February 28, 2021 will not be charged the FEW Rate. Likewise, customers who were taking service from a Choice Supplier rather than the Regulated GCA Option at their premises as of February 28, 2021 will not be charged the FEW Rate even if the customer subsequently selects the Regulated GCA Option as their gas supplier within the recovery period.

**PURPOSE**

The FEW Rider will recover the February 2021 extreme weather costs of \$29,409,458 through August 31, 2024 using the FEW Rate of \$0.1149 per therm. A carrying cost shall be applied to the unrecovered balance of February 2021 Extreme Weather costs. The carrying cost rate will reflect both the actual initial financing cost through short term debt and long-term financing at the weighted average cost of debt of 1.36% authorized in Docket No. 30026-45-GP-21 (Record No. 15786).

**EFFECTIVE PERIOD**

The FEW Rider will be effective on bills rendered on or after January 1, 2023 and end August 31, 2024. At the conclusion of the effective period, any remaining balance, positive or negative, will be moved to the commodity balancing account for the Gas Cost Adjustment.

**QUARTERLY REPORTING**

The Company will provide on a quarterly basis a report showing the actual FEW Rate recovery and carrying cost through each 3-month period. This reporting will cease once the FEW balance is brought to zero. The Company may file a separate application to adjust the FEW rider if a rate revision appears to be necessary.



## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS

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## GENERAL TERMS AND CONDITIONS

### APPLICATION

The following General Terms and Conditions apply to all services and rate schedules unless otherwise stated. To the extent these General Terms and Conditions are inconsistent with any specific provisions in any rate schedule, agreement, statement or other terms or provisions in this Tariff, such specific provisions shall govern.

### DEFINITIONS

The following terms used in this Tariff shall have the meanings defined below:

“Approved Daily Nomination” or “Confirmed Daily Nomination” is that Dth of gas which Transporter’s Shipper Services Group has approved to be transported on a particular day.

“Balance” and “Balancing” mean the Supplier’s/Shipper’s obligation to cause deliveries to equal receipts, with due consideration given to FL&U Reimbursement Quantities.

“British Thermal Unit” (Btu) is the amount of energy required to increase the temperature of one pound of water one degree Fahrenheit at 59 degrees Fahrenheit.

“Builder” means a person or firm engaged in the business of constructing structures that will connect to the Company’s system. A Builder may or may not also be a “customer” or “Developer.”

“Business Day” means Monday, Tuesday, Wednesday, Thursday and Friday, excluding Federal Bank Holidays.

“Capacity” means the maximum gas volume which any particular segment of the Transporter’s system is capable of carrying under then-current operating conditions.

“Commercial Service” is service to customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.

“Commission” shall mean the Wyoming Public Service Commission (PSC) and any other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers of the PSC.

“Commodity Charge” or “Usage Charge” means that portion of the amount to be paid monthly by the Shipper for service which is based upon the quantity of gas delivered to the Shipper at Shipper’s Delivery Points.

“Company” means Black Hills Wyoming Gas, LLC d/b/a Black Hills Energy. Transporter has the same meaning in this Tariff.



## GENERAL TERMS AND CONDITIONS

### DEFINITIONS – CONTINUED

“Company-used Gas” means the quantity of gas consumed by the Company for purposes of its gas operations.

“Critical Operating Conditions” means an operating condition(s) which, in the Company’s sole reasonable operating judgment, requires the Company to direct specified operational actions and such Critical Operating Condition will be noticed by an Operational Alert.

“Cubic Foot of Gas” is the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.

“Curtailement” means the inability of the Supplier, Shipper or customer to receive natural gas due to, but not limited to, a shortage of natural gas supply or pipeline capacity.

“Customer” means any individually metered end user of gas. A customer may also be a “Shipper,” “Builder,” or “Developer.”

“Customer Piping” means all piping downstream of the meter.

“Day” is a period of twenty-four (24) consecutive hours beginning and ending at eight o’clock a.m. Mountain Standard Time or (“MST”) at such other hour as Supplier/Shipper and Transporter may agree upon.

“Dekatherm” (“Dth”) means one million (1,000,000) British Thermal Units.

“Developer” means a person or firm that extends mains and/or service lines for the purpose of constructing structures that will connect to the Company’s system. A Developer may or may not also be a “Customer” or “Builder.”

“EBB” means Electronic Bulletin Board.

“Emergency Replacement Service” means gas supply purchased by the Company in the event of an emergency to ensure reliability of service to customers.

“Essential Industrial Process or Feedstock Use” means any use of natural gas in an industrial process or as a feedstock which the Secretary of Energy determines is essential.

“Excess Flow Valve” is a mechanical device 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.

“Feedstock Gas” is defined as natural gas used as raw material for its chemical properties in creating an end product.



## GENERAL TERMS AND CONDITIONS

### **DEFINITIONS – CONTINUED**

“Fuel and Lost and Unaccounted For (FL&U) Reimbursement Quantity” is that portion of Shipper’s natural gas received by Transporter for transportation hereunder which is retained by Transporter as compensation for Company-used Gas and Lost and Unaccounted For Gas. The various FL&U Reimbursement Quantities are stated as a percentage of the natural gas delivered by Shipper at the applicable Point(s). Title to FL&U Reimbursement Quantity shall rest in Transporter upon receipt at the Receipt Point(s) at no cost, and free and clear of all adverse claims. This percentage will be subject to adjustment as required.

“Gas” or “Natural Gas” is any mixture of hydrocarbons or of hydrocarbons and non-combustible gas, in a gaseous state, consisting essentially of methane.

“Gross Dry Heating Value” is the number of Btus produced by complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of 1 cubic foot at a temperature of 60 degrees Fahrenheit (60° F) on a water-free basis and at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has condensed to the liquid state.

“Imbalance” or “Imbalance Quantities” is the difference between the Dth of transportation gas received by the Transporter for the Supplier’s/Shipper’s account and the Dth of transportation gas delivered by the Transporter to the Supplier/Shipper or for the Supplier’s/Shipper’s account at the Supplier’s/Shipper’s Delivery Point(s), with due regard given to FL&U Reimbursement Quantity.

“Industrial Service” is service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.

“Interruptible” means that Transporter has the right to stop, in whole, or in part, receipt, transportation, or delivery of natural gas at any time. Transporter shall provide as much advance notice as is practical to Shipper, except as may otherwise be specifically provided for in this Tariff.

“Interruption” means the Transporter’s inability to provide transportation service to a transportation customer due to constraints on the pipeline system.

“Living Quarters” means the rooms where a person lives.

“Lost and Unaccounted For Gas” means the difference between the sum of all input quantities of gas received into the Transporter’s system and the sum of all output quantities of gas delivered from the Transporter’s system, which difference shall exclude Transporter-used gas and shall include, but not be limited to, gas vented and lost as a result of an event of force majeure.

“Maximum Daily Delivery Quantity” (at individual delivery point(s)) (“MDDQ”) means the maximum quantity of natural gas specified in the Transportation Service Agreement between Supplier/Shipper and Transporter, which Supplier/Shipper is entitled to receive from Transporter at a particular Primary Delivery Point on any Day that service to Supplier/Shipper is not interrupted and capacity at that point is not subject to curtailment; provided however, that the sum of the MDDQ shall not be in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Transportation Service Agreement, less the applicable Fuel, Lost and Unaccounted for Gas (FL&U) Reimbursement Quantity and other allowable deductions.



## GENERAL TERMS AND CONDITIONS

### **DEFINITIONS – CONTINUED**

“Maximum Daily Receipt Quantity” (“MDRQ”) means the maximum quantity of natural gas specified in the Transportation Service Agreement between Supplier/Shipper and Transporter which Supplier/Shipper is entitled to tender to Transporter at a particular Primary Receipt Point on any day that service to Shipper is not interrupted and capacity at that point is not subject to curtailment; provided however, that the sum of the MDRQ shall not be in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Transportation Service Agreement.

“Maximum Daily Transportation Quantity” (“MDTQ”) means the maximum quantity of natural gas in Dth specified in the Transportation Service Agreement between Supplier/Shipper and Transporter, which Supplier/Shipper is entitled to tender to Transporter for the account of Shipper at all Primary Receipt Point(s) on any Day that capacity at such point(s) is not subject to Curtailment. The MDTQ shall include the applicable Fuel, Lost and Unaccounted for Gas (FL&U) Reimbursement Quantity and other allowable deductions.

“Mcf” is one thousand (1,000) cubic feet of gas.

“Month” means, with respect to a particular Supplier/Shipper, is a period beginning at 8:00 AM Mountain Time, or at such other hour as Shipper and Transporter have agreed upon, on the first day of the calendar month and ending at the same time on the first day of the next month.

“Monthly Billing Period” means, with respect to a particular Supplier/Shipper, is the calendar month.

“Off-System Shipper” is a Transportation Customer who transports gas across the Transporter’s pipeline to be delivered into a third-party pipeline system not directly connected to end-use customers of the Company.

“On-System Shipper” is a Transportation Customer who transports gas across the Transporter’s pipeline for its own end-use requirements.

“Point of Delivery” or “Delivery Point” is the point of connection between facilities of Transporter and another party at which the gas leaves the outlet side of the measuring equipment or main of Transporter and enters the facility of other party or other agreed upon point.

“Point of Receipt” or “Receipt Point” means the point(s) at which the upstream facilities are interconnected with the Transporter’s facilities and at which the gas flow is metered.

“Primary Delivery Point” means, with respect to a particular Supplier/Shipper, a Delivery Point on Transporter’s system listed in the Transportation Service Agreement executed by Transporter and Supplier/Shipper, or the Supplier’s/Shipper’s duly authorized agent, and subject to the terms and conditions set forth in this Tariff.

“Primary Receipt Point” means, with respect to a particular Supplier/Shipper, a Receipt Point on Transporter’s system listed in the Transportation Service Agreement executed by Transporter and Supplier/Shipper, or the Supplier’s/Shipper’s duly authorized agent, and subject to the terms and conditions set forth in this Tariff.

“Process Gas” is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring temperature controls and precise flame characteristics. For the purposes of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

“p.s.i.a.” means pounds per square inch absolute.





## GENERAL TERMS AND CONDITIONS

### DEFINITIONS – CONTINUED

“p.s.i.g.” means pounds per square inch gauge.

“Sand Draw Compressor Station” means the compressor station located at 32N township, 35W range, Section 10 of Fremont County on the Casper Division transmission system.

“Secondary Delivery Point” means, with respect to a particular Supplier/Shipper, a Delivery Point on Transporter’s system listed in the Transportation Service Agreement executed by Transporter and Supplier/Shipper, or the Supplier’s/Shipper’s duly authorized agent, and subject to the terms and conditions set forth in this Tariff.

“Secondary Receipt Point” means, with respect to a particular Supplier/Shipper, a Receipt Point on Transporter’s system listed in the Transportation Service Agreement executed by Transporter and Supplier/Shipper, or the Supplier’s/Shipper’s duly authorized agent, and subject to the terms and conditions set forth in this Tariff.

“Service Line” means, the natural gas line from Company’s system main to the customer’s meter.

“Shipper” means, a person or entity who has executed a Transportation Service Agreement and/or Market Center Services Agreement with Transporter. Shipper may or may not be the end user of the gas.

“Supplier” means an entity who has executed a Supplier Participation Agreement with Transporter under the Choice Gas Program in the Casper, Gillette and Torrington Divisions. For limited application in the Choice Gas Program Supplier Section in this Tariff, the Company may be termed Supplier under the Gas Cost Adjustment option. The Supplier may be a Shipper under other rate schedule(s).

“TBS” or “Town Border Station” means a delivery meter or a pool of delivery meters located at or near the town border metering station.

“Therm” means one hundred thousand (100,000) British Thermal Units.

“Total Energy Content” is that amount determined by multiplying the gross dry heating value by the volume of gas in cubic feet.

“Transportation” means movement of gas through Transporter’s facilities from the receipt point to the delivery point.

“Transportation Service Agreement” shall mean a written agreement, providing for gas transportation service, which is executed by Transporter and the Shipper, and any exhibits, attachments, and/or amendments thereto. The Supplier Participation Agreement is the written agreement that governs the transportation service and the storage service under the Choice Gas Program service.

“Transporter” means Black Hills Wyoming Gas, LLC. The terms “Transporter” and “Company” are used interchangeably in this Tariff and are intended to have the same meaning.

“Transporting Pipeline” means any pipeline delivering, or to deliver, transportation gas to the Receipt Point(s) specified in the Form of Transportation Service Agreement included in this Tariff. The Transporting Pipeline may include transmission facilities owned by Transporter, an affiliate of Transporter, or a third party.

“Year” is a period of three hundred sixty-five (365) days commencing and ending at 8:00 AM Mountain Time, provided that any year which contains that date of February 29 shall consist of three hundred sixty-six (366) days.



## **GENERAL TERMS AND CONDITIONS**

### **GENERAL AND SPECIFIC WAIVERS AND NON-WAIVER OF FUTURE DEFAULT**

Transporter's failure to exercise any right or rights under this Tariff shall not be considered a waiver of such right or rights in the future, nor shall Transporter's waiver of any one or more defaults by the Supplier/Shipper in the performance of any of the provisions of this Tariff operate as a waiver of any other existing or future default or defaults, whether of a like or different character.

Any waivers granted by the Transporter shall be granted in a non-discriminatory manner.

Transporter may waive, in a not unduly discriminatory manner, a Supplier's/Shipper's charges, penalties, gas quality requirements or other service obligations under this Tariff. Transporter will maintain a log of any such waivers and will post any such waivers on its EBB if considered generally applicable and/or if material in Transporter's sole judgment. Transporter may also waive certain of its Tariff obligations such as timely billing provided such waiver is posted on the EBB.



## GENERAL TERMS AND CONDITIONS

### DEPOSITS

**Deposit Requirement.** The Company may require any customer who fails to provide adequate evidence of creditworthiness, pursuant to the General Terms and Conditions, either to make a prepayment as allowed or to pay to the Company a deposit to guarantee the payment of current bills. The Company may refuse service to an applicant or discontinue service to a customer for failure to comply with this Tariff section. Company policies governing customer deposits will be applied uniformly.

The Company may require a deposit if:

- 1) A prior service account with the Company remains unpaid and undisputed at the time of application for service;
- 2) 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 or knowledge of the Company.
- 3) Information provided upon application for service is materially false or a misrepresentation;
- 4) 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;
- 5) The applicant or non-residential customer is unable to pass an objective credit screen as follows:
  - a. 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, the 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.
  - b. 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.
- 6) The request is for service at an address where a former customer with an undisputed delinquent bill for service still resides or conducts business;
- 7) 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
- 8) The Company has determined that it has a significant financial risk in continuing to provide service to a specific non-residential customer. The Company and the customer may attempt to reach a deposit 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.



## GENERAL TERMS AND CONDITIONS

### DEPOSITS - CONTINUED

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.

The Company may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a customer's bill. 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.

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.

Amount of Deposits. Unless otherwise ordered by the Commission, the amount of a required security 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 twelve-month period. For premises that have no billing history, the class average will be used. The Company may require an increased deposit from an existing non-residential customer if it is determined subsequent to the original deposit request that the estimate upon which the original deposit amount was based, for whatever reason, was low. Likewise, the Company will return a portion of the deposit if the Company later determines the estimate upon which the original deposit amount was based was too high.

Remittance of Deposits. When it becomes necessary for the Company to demand a deposit, or an increased deposit, the customer may be billed in four equal installments on the customer's regular Gas service bills for the next four Monthly Billing Periods. When the deposit is not paid on the regular Gas service bill(s), the Company will provide the customer a non-assignable receipt or other record of deposit, showing the date and amount received. The Company will accept either a guarantor, a surety bond or letter of credit in lieu of a deposit.

Interest on Deposits. The Company shall pay simple interest on deposits at the Commission Authorized Interest Rate pursuant to the Commission's Rules. Interest shall apply only to deposits held for at least six months and shall accrue from the initial date of deposit through the date the deposit is returned to the customer.

Transfer of Deposit. Deposits shall not be transferable from one customer to another customer; however, upon termination of the customer's service, the Company may transfer the deposit for service to that customer's new service account.

Deposit Records. The Company will retain the following records regarding deposits: 1) the name and address of each customer making the deposit; 2) the date and amount of the deposit; and 3) each accounting transaction concerning the deposit.



## GENERAL TERMS AND CONDITIONS

### DEPOSITS - CONTINUED

Disposition of Deposits. 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, when:

- 1) The accrued interest equals or exceeds \$10.00. The Company shall apply the credit at least annually;
- 2) A residential customer has received twelve consecutive months of service, with no cause to disconnect and bills have been paid when due;
- 3) A commercial customer has received twelve consecutive months of service, with no cause to disconnect, bills have been paid when due and the customer passes an objective credit screen; or
- 4) Service is discontinued.

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 refunded to the customer. If the Company is unable to make the refund 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 Wyoming law.

### REQUEST FOR SERVICE

Requests for service shall be made in accordance with the Rate Schedules and General Terms and Conditions of this Tariff. By requesting service, the Customer agrees to abide by, and shall be obligated to comply with the Company's Rate Schedules, General Terms and Conditions, rules, Tariffs and regulations, as amended from time to time, as a condition of service.

### ADDITIONAL FACILITIES

The Customer is responsible for payment of any costs if additional facilities are necessary to provide service. The Company reserves the right to limit service to new Customers as described in the General Terms and Conditions.



## **GENERAL TERMS AND CONDITIONS**

### **RATE SCHEDULE ASSIGNMENTS**

Company Annual Review. To ensure that each non-transportation commercial or industrial customer is on the correct Rate Schedule, the Company will review each non-transportation customer's average annual usage level after each calendar year using a three-calendar year rolling usage history. The Company will notify a customer of any change by March 1 each year and re-assign the customer to the appropriate Rate Schedule effective April 1 of that year. For customers without three years of usage history, the review will be done using the best available data.

Customer Reassignment Requests. A customer may request at any time that the Company review whether or not the customer is assigned to the appropriate Rate Schedule. However, changes in consumption due to changes in economic conditions or changes in equipment usage are not, in and of themselves, grounds for change to a different Rate Schedule.

If a customer can demonstrate that it has installed more efficient gas consuming equipment that would warrant reassignment to a different Rate Schedule, or if the Company has incorrectly estimated a new customer's expected usage or mistakenly assigned the customer to the wrong Rate Schedule (e.g., the Company determines that a customer should be in the SGS Rate Schedule, but mistakenly places the customer in the MGS Rate Schedule), the Company will re-evaluate the appropriate Rate Schedule. The Company has thirty days from the date of the customer's review request in which to perform the review and notify the customer of the result.

If the Company determines that a customer is not in the correct Rate Schedule, the Company will re-assign the customer after notifying the customer, effective the next possible billing cycle.

A customer will not be charged for the first Rate Schedule review that the customer requests each calendar year. Subsequent reviews will be performed and billed to the customer based on the Standard Hourly Charge.

### **BILL CORRECTION POLICY**

Errors in Rate Schedule assignment will result in a prior period adjustment per the General Terms and Conditions of this Tariff.



## GENERAL TERMS AND CONDITIONS

### CUSTOMER CLASSES

A customer is entitled to one customer Class of service furnished to an individual or corporation at a single address or location. A single request for service cannot apply to different locations. A single request cannot cover more than one meter unless multiple meters are deemed by the Company to be at the same address or location. Available Customer Classes are as follows:

Residential Customer. A Residential customer is defined as a customer receiving service for domestic general household purposes in a space occupied as Living Quarters, typically designed for occupancy by one family. Typical service would include, but not be limited to, the following: separately metered units, such as a single private residence, single apartment, mobile home, low-income housing unit, nursing home unit, a parsonage paid by the church, low-income housing paid by a housing authority, and employee housing paid by the government or business entity. In addition, auxiliary buildings on the same premises as the Living Quarters, used for residential purposes, will also be considered residential usage.

Commercial Customer. A Commercial customer is defined as a customer receiving service at a non-residential premises such as a business enterprise in a space occupied and operated for non-residential purposes. Typical service would include, but not be limited to, the following: nursing home, apartment complex, low income housing complex, trailer park where natural gas is supplied through one meter, store, office, shop, restaurant, sorority or fraternity house, boarding house, hotel, service garage, filling station, hospital, school, church, service organization, barber shop, beauty parlor, shopping mall, mining, oil and gas extraction, construction, communication and transportation. In addition, auxiliary buildings on the same premises as the Living Quarters, that is not used for residential purposes with an additional meter(s), will also be considered commercial usage.

- Commercial customers taking service at the Small General Service rate have an annual gas consumption of 5,000 therms or less.
- Commercial customers taking service at the Medium General Service rate have an annual gas consumption between 5,000 and 30,000 therms.
- Commercial customers taking service at the Large General Service rate have an annual gas consumption of 30,000 therms or more.

If separate metering is not practical for a premises that is using natural gas for both residential and for conducting business (or any other non-residential purpose), the Customer's combined service is billed under the rate applicable to the combined annual gas consumption.

### CREDIT INFORMATION

The Company may request each customer to provide credit information to the Company when a request for service is made, and may at that time, request a security deposit to guarantee payment of current bills in accordance with Commission Rules and the General Terms and Conditions.





## GENERAL TERMS AND CONDITIONS

### CUSTOMER-OWNED FACILITIES

All gas piping, appurtenant facilities and gas-burning appliances or equipment located at or within the customer's property or premises shall be owned, maintained and controlled in a good and safe condition solely by the customer and/or premises owner in accordance with municipal regulation, the National Fuel Gas Code, Company's rules, Tariffs, terms, and regulations, and other applicable laws and regulations as amended from time to time. Except as otherwise required by law, the Company does not undertake or assume the obligations for the inspection, testing, maintenance, or repair of equipment or facilities not owned by the Company. The Company may refuse to connect or continue service until the customer remedies or corrects faults or defects involving customer-owned facilities.

If the Company performs one or more inspections or surveys of a customer's property, the customer specifically understands and agrees that the Company shall not be liable in any manner for defective customer-owned facilities, whether such defect is discovered at the time of any given inspection or survey or a later date, unless the defect is proximately caused by the Company's sole active negligence. The Company reserves the right, but assumes no duty, to inspect customer-owned facilities for hazardous or unsafe conditions. The Company may terminate service to the customer immediately and shall give written notice of any defective customer-owned facility or unsafe conditions which may impair service or may result in injury or damage to any person or property. The Company assumes no responsibility for the inspection and/or repair of defects in the customer's piping, fixtures or appliances on the customer's premises and will not be responsible for any injury, loss or damage resulting from such defects or improper installation, except where such loss, damage or injury is the result of the Company's sole active negligence or willful misconduct.

Customer-Owned Service Lines. In limited instances, it may be necessary for customer-owned service lines to be connected outside of a Company-owned distribution system. Such limited instances may include a mobile home park with rented lots, campuses or special circumstances where Company investment does not warrant Company ownership of the service lines. Such lines shall meet the following specifications:

Service line of adequate size to provide sufficient capacity for the appliances installed or to be installed. Such lines shall be further subject to the following conditions or requirements:

- 1) The entire service line shall be constructed and installed in accordance with the Wyoming Public Service Commission's rules, the Department of Transportation's Regulations, or other industry standards as applicable to customer-owned service lines and Company standards. Company reserves the right to inspect the service line upon completion prior to burial, if installed by anyone other than the Company, after notification to the Company by the installer;
- 2) The service line must enter the building above the grade line.
- 3) Where required by the Wyoming Public Service Commission Rules or Department of Transportation requirements, periodic surveys will be conducted by the Company to check for leaks and cathodic protection on customer-owned service lines. The Company shall make such survey and bear the costs thereof.

If the Company discovers a leak or inadequate cathodic protection on customer piping or customer-owned service lines or other facilities, the Company shall promptly notify the customer or owner of such condition and the Company may, with or without notice, shut off the flow of gas to said piping, lines or other facilities until the condition is rectified.



## GENERAL TERMS AND CONDITIONS

### **CUSTOMER-OWNED FACILITIES - CONTINUED**

The customer shall be responsible for all the costs relating to maintenance and replacement of customer piping or customer-owned service lines or other facilities unless the customer-owned service line replacement is identified in the At-Risk Meter Relocation and customer-owned Service Line Replacement Program. The owner of the piping and/or facilities shall be responsible for arranging and paying for any required maintenance, repair or replacement of said piping and/or facilities; and all materials, installation, and work performed must comply with the Company's specifications and all applicable laws and regulations. The owner of the piping and/or facilities shall provide the Company with an assurance acceptable to the Company that all materials, installation and work performed comply with all applicable specifications, laws and regulations before gas service will be restored or continued. The Company shall have no duty to inspect work performed by anyone other than the Company.

Liability. The private owner of any service line, piping and/or facility shall be solely responsible for the loss or escape of any gas from said service line, piping and/or facility, and shall be responsible for any resulting fire, explosion, injury, or damage caused thereby. Nothing in this rule, or in any other Tariff provision or regulations, shall be construed to impose any liability on the Company for the loss or escape of gas from any customer-owned service line, piping or facility, or for any injury or damage caused thereby or otherwise related to any customer-owned service line, piping or facility.

Company-Owned Service Lines. The Company will install (subject to the service and main line extension policy), own and maintain all service lines installed hereafter.

When a service line needs to be replaced, the Company shall notify the customer of the anticipated date of work and the general concerns of the crew doing the work. If the Company discovers a leak or inadequate cathodic protection on piping or facilities, the Company shall promptly notify the customer or owner of such condition and the Company may, with or without notice, shut off the flow of gas to said piping and facilities until the condition is rectified.

The customer shall be responsible for obtaining an easement from a third party if a planned service line will cross the property of a third party, 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. The customer shall grant an easement on the customer's property to the Company for any service line on the customer's property serving that customer.

### **BILLS, DUPLICATE BILLS, FAILURE TO RECEIVE BILLS**

Upon request, the Company shall advise the customer of its approximate billing date each month. If a bill is not received or is lost, the Company shall, upon the customer's request, issue a duplicate. Failure to receive a bill shall not relieve the customer from making payment as provided for by the applicable Tariff, rules and regulations.



## GENERAL TERMS AND CONDITIONS

### **BUDGET BILLING PAYMENT PLAN**

#### **SCOPE**

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

#### **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.

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 customer Service Representative.

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

The provisions of this Plan are applicable to all residential customers and to certain nonresidential 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.



## **GENERAL TERMS AND CONDITIONS**

### **BUDGET BILLING PAYMENT PLAN – CONTINUED**

#### **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 may 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.

#### **BILLING AND PAYMENT**

**Billing Period.** Bills for services rendered will be issued monthly at the rates shown in the Company's filed rate schedules and shall become delinquent seven days after the due date specified on the bill. The Customer Charge, Volumetric Charge, and the Gas Cost Adjustment Charge will be rendered on a pro-rated basis.

**Customer Read Meters.** The Company may request the customer to read the gas meter at regular intervals approximating a billing period. Each request for a reading by the customer shall be on a printed form provided by the Company. The form shall contain instructions as to the method of reading the meter. Meter readings by the customer shall be construed as an estimated bill which may be used for billing purposes, but such readings shall not be considered final. To verify estimated billings, the customer's meter may be read periodically by the Company.

#### **CUSTOMER BILLING**

**Contents of Bill.** Among other information, the customer's bill will show the meter reading at the beginning and the end of the period for which the billing is rendered; thermal or CCF billing data, if applicable; the date of the last reading; the date of the bill; the volume of gas supplied or delivered; the class of service and applicable rates associated with that rate class; the amount of franchise or similar fees, sales tax and tax total due; the amount of any additional charges which are past due, collection, connection charges, installment payments, and other utility charges authorized by any Tariff or rule; and the net amount of bill. If the payment is being made pursuant to the Budget Billing Plan, the bill will indicate the accumulated total of actual amounts paid to date as compared to the accumulated total customer billings determined by the meter usage.



## GENERAL TERMS AND CONDITIONS

### **CUSTOMER BILLING - CONTINUED**

The Company may include on the bill for utility services other charges for special services. Special services are those not authorized by Tariff or otherwise specifically regulated by the Commission, including, but not limited to, the sale of merchandise, installation, or services performed in connection with merchandising and other non-regulated services. Charges for special services shall be indicated separately from charges for utility service. If the customer makes a partial payment on the bill, the Company shall credit payment first to special utility charges (returned check charge, returned check amount, and late payment charges), then to the balance outstanding for previous utility service, then to current utility service, then to additional utility charges and last to special services, unless otherwise directed by the customer.

Estimated Bills. The Company may estimate the customer's consumption for a billing period, and bill accordingly, under estimating procedures allowed by rules, regulations and Tariffs as necessary. Billings based on estimated usage may be issued because of, but not limited to, extreme weather conditions, emergencies, work stoppages, equipment failure or other circumstances beyond the Company's control which prevent actual meter readings; when the Company is unable to reasonably obtain access to the customer's premises for reading of the meter after unsuccessful efforts to obtain the customer reading of the meter such as by mail or by leaving a pre-addressed form which the customer may use to note the reading; when the customer does not furnish a meter reading as requested by the Company; or when inaccuracy of registration and meter failure as described in the General Terms and Conditions, is applicable.

When the Company issues a billing based on estimated usage, it shall maintain accurate records concerning such estimates, shall indicate on the billing that the usage was estimated, and shall make any appropriate adjustments upon a subsequent reading of the meter in accordance with the General Terms and Conditions. The Company may not render a bill based on estimated usage for more than three (3) consecutive billing periods or six months, whichever period is less.

Adjusted Bills. All adjusted bills shall show the credit due to the customer for amounts paid, or shall show the balance due and payable. A credit may be applied against subsequent billings, and if the amount is greater than \$10.00, the customer may request a refund. When a balance is due and payable to the Company, the customer may, upon request, pay the amount in equal monthly installments over a period of time mutually agreed upon by the customer and the Company.

Delinquency and Late Payment. Bills for service to customers become delinquent seven days after the due date specified on the undisputed bill unless otherwise specified by an applicable rate schedule. If the bill becomes delinquent, a late payment charge may be charged if the bill is not paid by the bill delinquent date. If the last calendar day for remittance falls on a Saturday, Sunday, an observed holiday, or other day when the Call Centers of the Company are not open to the general public, the final payment date shall be extended through the next business day.

Payment of Bill. The manner of payment of a customer's bill will be as specified by the Company in the customer's bill or as otherwise permitted by this Tariff. The Company's designated remittance center(s) will process and post payments for customer bills. Payments mailed by the customer will be posted when received at the Company's designated remittance center. In lieu of a paper receipt, Company shall reflect payments as credits on a customer's bill.



## GENERAL TERMS AND CONDITIONS

### CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE

#### REFUSAL OF SERVICE

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

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

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.

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 to the customer shall be refunded with accrued interest at the Commission Authorized Interest Rate as described on the Schedule of Special Charges and Fees.

#### DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

Upon a customer's or legally authorized person's request, the Company shall make reasonable efforts to terminate the customer's service as requested, unless otherwise specified in the rate or applicable contract. Where such notice is not received by the Company, the customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or applicable rate. Before discontinuing service, the Company shall inform the customer of any additional charges per tariff, if applicable, for after-hours service discontinuation, as disclosed on the Schedule of Special Charges and Fees.



## GENERAL TERMS AND CONDITIONS

### CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE - CONTINUED

#### DISCONTINUANCE OF SERVICE BY THE COMPANY

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

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

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

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

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.





## GENERAL TERMS AND CONDITIONS

### CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE - CONTINUED

#### DISCONTINUANCE OF SERVICE BY THE COMPANY - CONTINUED

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 provisions of this Rate Schedule and the General Terms and Conditions.

The Company shall not discontinue service for bill nonpayment:

- 1) On an observed 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 forty-eight hours, or if conditions are otherwise especially dangerous to health, and the customer is a Residential customer or a non-residential customer providing service essential for the protection of public health, safety or welfare and is:
  - a. Unable to pay for service in accordance with the Company's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
  - b. Able to pay for service in installments only.

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



## **GENERAL TERMS AND CONDITIONS**

### **CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE - CONTINUED**

#### **DISCONTINUANCE OF SERVICE BY THE COMPANY - CONTINUED**

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

#### **DISCONNECTION FOR UNAUTHORIZED USE, INTERFERENCE WITH, OR DIVERSION OF SERVICE**

If any connection, device, or by-pass is found on a meter or the regulating equipment of the customer which prevents the meter from properly registering consumption, or a meter is found with broken seals, or shows any other evidence of tampering, the Company shall have the right to immediately discontinue service and the right to estimate and charge for the volume of gas estimated to have been consumed without proper measurement.

In such instances, Company will, in any reasonable manner, compute the amount of diverted natural gas and shall have the right to enter 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 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 such diversion ceased. 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, Company will not render service to customer, or to any other person for customer's use, at the same or any other location until:

1. Customer has paid all bills as set forth preceding, and
2. Customer has paid to Company the installation cost of, or has had installed at 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 Service are not in any way intended to affect or modify any action or prosecution under the Criminal Statutes of the State of Wyoming.



## GENERAL TERMS AND CONDITIONS

### DISCONNECTION AND RECONNECTION AT THE 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 on the day requested. Before terminating service, the Company shall inform the customer of any additional charges per tariff for after-hours service discontinuation.

Unless waived for cause, the charges as set forth in the Schedule of Special Charges and Fees on the applicable rate sheet of this Tariff, may be made to cover the connection and disconnection and reconnection of any service which was used for less than three (3) consecutive months, or where the service is temporarily discontinued at the request of the customer. This charge will not apply, when the disconnection is for the rebuilding or remodeling of the premises.

If a former customer requests reconnection of service within one (1) year at the same location of service which he 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 and Connection Cost Assistance 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.

### RESTORATION OF SERVICE

When service has been discontinued by the Company for violation of rules and regulations, non-payment of bill, or fraudulent use of service and the customer desires service to be reconnected, the Company may require the customer to pay in full for all service rendered up to the date service was discontinued, or enter into a reasonable written payment arrangement, plus a reconnection fee pursuant to the Schedule of Special Charges and Fees on the applicable rate sheet of this Tariff. Upon request of the customer, the Company will make a good faith effort to restore service on the day requested when the cause of discontinuing service has been eliminated, applicable charges have been paid, and/or satisfactory payment arrangements have been made; but in no event shall restoration be later than the next normal business day except in the case of force majeure.

The Company will not charge for reconnection of service when the disconnection was improper or was made for the Company's purposes, with the exception of a discontinuation for non-payment of bills or the Commission's Rules.

### DISPUTED BILLS

When the customer advises the Company prior to the proposed date for discontinuance that all or any part of a bill rendered is in dispute, the customer shall clearly state why the discontinuance of service is invalid. The Company shall record the date, time and place that the customer gave notice of a dispute and postpone discontinuing service until a prompt and full investigation is completed.

The Company and the customer may attempt to informally resolve the dispute to their mutual satisfaction. The customer shall advise the Company that a bill is in dispute in any reasonable manner, including but not limited to, mailed written notice, notice in person, notice by telephone, pre-arranged meetings, formal or informal hearings, or on-site visits. In the event the dispute is not informally resolved, the Company shall advise the customer of the formal and informal procedures available before the Commission.



## **GENERAL TERMS AND CONDITIONS**

### **CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE - CONTINUED**

#### **TRANSFER OF ACCOUNT BALANCES**

In the event of discontinuance or termination of service, the Company may transfer any unpaid balance to another active account of the customer only with the customer's written consent. Notwithstanding, in the event of the failure of the customer to pay a final bill at any metering point, residence or other location, the Company will not allow the customer to open any successive service accounts unless the unpaid balance is paid in full or the customer signs a written payment arrangement for the unpaid balance on the previous account.

#### **THIRD-PARTY DESIGNATION**

Any residential customer may request in writing or a request may be made by a family member or other responsible person acting for the customer to designate a third party to be notified of any proposed discontinuance of service for nonpayment. Written notice of the proposed discontinuance of service for nonpayment shall be mailed or delivered to the designated third party when notice is provided to the customer. Existing residential customers will be periodically advised of the ability to designate a third party through inserts in billings and the procedure to follow to obtain third-party designation forms at the Company's local office.

Each new residential customer will be given the opportunity to designate a third party at the time the customer requests gas service. A third party shall not be obligated to pay the customer's bill by signing a third-party designation form. The Company shall not be liable if notice is not received by the third party if mailed to the last known address of record. It is the customer's responsibility to advise the Company of the proper mailing address of a designated third party.

#### **DELIVERY PRESSURE OF GAS**

All gas will be delivered at the outlet side of the Company's meter at a pressure of not more than four (4) ounces per square inch gauge pressure. The average atmospheric pressure listed by the United States Weather Bureau will be used to establish the absolute pressure; provided, however, that gas delivered to customers who use large volumes and require a pressure in excess of four (4) ounces shall be delivered at the pressure established by the Company as may be listed in the Supplier Participation Agreement or may be posted on the EBB for that particular installation.

#### **INACCURACY OF REGISTRATION, METER FAILURE, AND BILLING ADJUSTMENTS**

Should any meter fail to register, or register inaccurately, and during a subsequent test be found to be more than two percent (2%) fast, the Company will refund to the customer, pursuant to W.S. § 37-2-218.

If during the test the meter is found to be more than two percent (2%) slow, the Company may collect from the customer, pursuant to W.S. § 37-2-222.

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.



## **GENERAL TERMS AND CONDITIONS**

### **CUSTOMER METER TEST REQUESTS**

If the Company has not tested the meter in the past twelve (12) months or is required under its established testing schedule to make a test of the meter within a period of twelve (12) months from the date of the customer request, the Company shall make the test requested within a reasonable time and without charge to the customer.

The Company will notify the customer of the time when the test will be conducted so that the customer may be present when the Company conducts the test or may send an expert or other representative. Following the completion of any such test, the Company shall promptly advise the customer of the results of the testing.

If a meter is found to be in non-compliance with the Company approved meter testing program, the Company shall refund to the customer any payment advanced for the meter test as specified on the Schedule of Special Charges and Fees and shall repair or replace the meter. The Company shall also adjust and refund to the customer the overpayment of preceding bills, pursuant to W.S. § 37-2-218. No refund is required from the Company except to the customer last served by the meter prior to testing. If the Company has under collected, the customer shall pay the adjusted costs back to when the error transpired but no greater than 183 days prior to the meter being shown in error, pursuant to W.S. § 37-2-222.

### **INSPECTION BY COMPANY**

The customer, when notified in advance, shall permit employees and agents of the Company, when properly identified, to enter upon the premises and to enter the customer's premises at reasonable hours for the purposes of inspecting or repairing Company facilities and lines, conducting leak and cathodic protection surveys, visually examining the piping, appliances, and other equipment relating to the Company's service, ascertaining connected loads, or making other safety tests or inspections required by state or federal regulations.

### **LIABILITY**

The Company shall not be liable for any damages to the customer or to third persons resulting from the use of the gas service on the customer's premises, or from the presence of the Company's appliances or equipment on the customer's premises. The customer agrees to protect the Company's property located on the customer's property or premises from damage.

### **INTERRUPTION OF SERVICE**

The Company shall make all reasonable efforts to avoid Interruptions of service. For all non-emergency, planned, major service Interruptions, the Company will notify the Commission forty-eight (48) hours in advance, and make reasonable efforts to notify the affected customers two business days prior to the service Interruption. Planned Interruptions, as referenced in this paragraph, are non-emergency service Interruptions affecting at least twenty-five (25) meters or customers, whichever is greater. If the service is interrupted at any time by any cause beyond the control of the Company or not in accordance with the provisions contained in these rules and regulations, the Company shall not be held liable for such Interruptions. In such cases, the Company shall make every possible effort to restore the service as soon as practicable. Interruptions in service shall not relieve the customer from any charges for service actually rendered.



## GENERAL TERMS AND CONDITIONS

### SCHEDULE OF SPECIAL CHARGES AND FEES

Reconnection Charge. The reconnection charge after the customer's service has been disconnected pursuant to the General Terms and Conditions, shall be determined by using the Company's then-current standard hourly service charge. If reconnected after normal working hours, the reconnection charge may be increased by the addition of the Company's After Hours, Weekend and Holiday Call-out Charge. In addition, the Company may require a security deposit as specified in the General Terms and Conditions before service is reconnected.

Returned Check Charge. The Company may assess the maximum charge allowed by law or regulation for each check returned.

New Service Charge. The Company may assess a charge establishing service to a new account. customers exempt from the New Service Charge are those customers whose meters are removed temporarily for remodeling.

Missed Appointment Charge. A missed appointment charge may be collected from the customer when a service call is made by Company personnel upon appointment with the customer and the customer is not present to permit the scheduled work or the conditions are not suitable for the business to be performed or conducted.

Standard Hourly Charge. The "Standard Hourly Charge" as referenced in the various Schedule of Special Charges and Fees is applied for work not contemplated in base rates.

After Hours, Weekend and Holiday Call-out Charge. The customer may be assessed a charge established by the Company for service calls beginning after normal working hours, Weekends and Holidays.



## GENERAL TERMS AND CONDITIONS

### **CUSTOMER SERVICE CONNECTION, SERVICE LINE AND MAIN EXTENSION POLICY FOR DISTRIBUTION CUSTOMERS.**

#### **METERS AND REGULATORS**

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.

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 service line and meter.

#### **SERVICE LINE AND MAIN EXTENSION POLICY**

Within the Company's service area, the Company shall make such reasonable, economically-viable extensions of the mains of its system from time-to-time as warranted by expansion and development of demand. Service line installations shall be made as provided in the General Terms and Conditions. The Company will not extend its mains to make service connections to provide gas service to any premises located outside of the Company's service area as defined in the Certificates of Public Convenience and Necessity, or any extension thereof, issued to the Company by the Commission.

Notwithstanding any other provision in this Section, the Company may enter into agreements for service line and/or main extensions with any person or firm (such as Customers, Developers, or Builders). The Company may provide the Standard Construction Allowance and Connection Cost Assistance provided herein to any person or firm executing a service line and/or main extension agreement; provided that the Company shall offer only one Standard Construction Allowance and only one Connection Cost Assistance per meter. Once a person or firm qualifies for the incentive(s) with respect to a metered home or structure, no other person or firm may qualify for an incentive(s) with respect to that metered home or structure. A Customer, Developer or Builder seeking an allowance under this section will be advised whether they qualify at the time they enter into the applicable Gas Service Extension Agreement.

Main extensions and service line installations will be performed by the Company or a Company-approved third-party contractor. Any and all contractors used for excavation, backfill or construction of service lines or main extensions owned or operated by the Company must be approved by the Company.





## GENERAL TERMS AND CONDITIONS

### **CUSTOMER SERVICE CONNECTION, SERVICE LINE AND MAIN EXTENSION POLICY FOR DISTRIBUTION CUSTOMERS - CONTINUED**

#### **AGREEMENTS**

**Main Extensions.** Unless undertaken on the Company's initiative and at the Company's expense, main extensions requested by a person or firm shall be made in conformance with the terms of a Gas Service Extension Agreement, as may be revised from time to time. The Gas Service Extension Agreement shall provide an estimate of the installation cost of the main extension (and service line installations and other additional facilities if requested by such person or firm), which cost must be paid before the main extension and other applicable facilities will be constructed. The Gas Service Extension Agreement shall specify the terms of the entitlement of the person or firm executing said agreement to the Standard Construction Allowance or Connection Cost Assistance for homes or other structures attaching to the main extension that is the subject of the Gas Service Extension Agreement, subject to the following terms and conditions:

- The cost estimate required to be paid in advance by the person or firm executing the Gas Service Extension Agreement includes a Contribution in Advance of Construction (which is the amount required to be paid in advance that may be refundable under the terms of the agreement) and/or a Contribution in Aid of Construction (which is the amount required to be paid in advance that will not be refundable under the terms of the agreement).
- The Contribution in Advance of Construction may be refundable for a five-year period in the amount stipulated in the agreement for each subsequent customer connected to the main extension where the home or structure has primary gas heat and a gas water heater or has gas appliance(s) with a comparable annual load. The refunds shall not exceed the total amount of the Contribution in Advance of Construction provided for in said agreement.
- The Company will own and operate all extensions made under the above-mentioned agreements and shall have the right and privilege to extend its system from such extensions without any refund obligation whatsoever with respect to future attachments.

#### **SERVICE LINE INSTALLATIONS**

Service line installations shall be made in conformance with the terms of a Service Line Agreement, as the same may be revised from time to time. The Service Line Agreement shall indicate whether the person or firm executing said agreement is entitled to the Standard Construction Allowance for the home or other structure for which the service line installation is requested.

The Service Line Agreement shall provide an estimate of the cost of installing the service line; provided, however, that the person or firm executing the Service Line Agreement will be invoiced the actual cost of the service line installation, minus the applicable Standard Construction Allowance in the event that the person or firm qualifies for that allowance.

Connection Cost Assistance may be available for service line installations.



## GENERAL TERMS AND CONDITIONS

### **CUSTOMER SERVICE CONNECTION, SERVICE LINE AND MAIN EXTENSION POLICY FOR DISTRIBUTION CUSTOMERS - CONTINUED**

#### **STANDARD CONSTRUCTION ALLOWANCE FOR NEW SERVICE LINES AND/OR MAIN EXTENSIONS**

The Standard Construction Allowance for main extensions and new service line installations within the service area shall be up to the amounts specified in the Schedule of Special Charges, Fees and Construction Allowances where the home or structure has primary gas heat and gas water heating or has gas appliance(s) with a comparable annual load.

#### **CONNECTION COST ASSISTANCE FOR NEW SERVICE LINES AND/OR MAIN EXTENSIONS**

Connection Cost Assistance for new service lines and/or main extensions offered to customers within the Company's service area shall be available in an amount up to a maximum of the cost of connection exceeding the Standard Construction Allowance, but not to exceed the Standard Construction Allowance by:

Up to \$2,000 for customers selecting the \$20 per month Connection Cost Assistance Charge,  
Up to \$3,000 for customers selecting the \$30 per month Connection Cost Assistance Charge,  
Up to \$4,000 for customers selecting the \$40 per month Connection Cost Assistance Charge, or  
Up to \$5,000 for customers selecting the \$50 per month Connection Cost Assistance Charge.

Connection Cost Assistance is available subject to the following:

- The total cost of the service lines and/or main extensions exceeds the Standard Construction Allowance;
- The home or structure has primary gas heat and gas water heating or has gas appliance(s) with a comparable annual load. The customer shall pay any costs (including installation) in excess of the sum of the applicable Standard Construction Allowance (in the event that the customer is eligible for the Standard Construction Allowance) and Connection Cost Assistance;
- The liability for the Connection Cost Assistance Charge remains with the premises, so that in the event a new customer becomes responsible for paying the Company for service at that premises, the new customer will assume the responsibility for reimbursing the Company for the Connection Cost Assistance Charge; and
- The Company shall establish a reimbursement schedule to recover the costs of providing the Connection Cost Assistance, with the reimbursement period not to exceed 180 months and with the cost of recovery calculated to account for the time value of money.



## GENERAL TERMS AND CONDITIONS

### **CUSTOMER SERVICE CONNECTION, SERVICE LINE AND MAIN EXTENSION POLICY FOR DISTRIBUTION CUSTOMERS - CONTINUED**

#### **CONNECTION COST ASSISTANCE FOR NEW SERVICE LINES AND/OR MAIN EXTENSIONS - CONTINUED**

Customers have the option to make a lump sum pay-off of any remaining balance associated with the Connection Cost Assistance at any time. When requested by a customer, the Company will calculate the lump sum payment amount based upon the remaining unpaid Connection Cost Assistance on a specified payment date. A lump sum payment made in full on or before the date specified by the Company will eliminate the customer's obligation to make further Connection Cost Assistance Charge payments.

The Company will provide in writing the following information to the customer when presenting the estimated connection costs and Connection Cost Assistance:

- 1) The discount rate equivalent to the Company's authorized rate of return in its most recent rate review used to calculate the time value of money;
- 2) The Connection Cost Assistance amount and the time value of money amounts over the duration of the payment period;
- 3) Explanation that the customer has the option to make a lump sum payment at any time during the duration of the repayment period; and
- 4) A phone number to address Connection Cost Assistance questions and the lump sum payment.

Nothing contained herein shall be construed as prohibiting the Company from following a more liberal policy concerning free extensions than that set forth herein when, in the sole judgment of the Company, circumstances warrant a more liberal policy. Notwithstanding, under a more liberal policy, there shall be no discrimination as to the applicants under similar circumstances and conditions.

In all cases where it is deemed desirable or necessary by the Company to construct a main extension of greater capacity than that which is requested by a person or firm in order to conform with future plans of the Company, the excess construction costs shall be borne by the Company.

The main extension and service line policy shall not apply to mobile homes on rented lots. Main extensions and service lines (up to the outlet of the meter) to serve mobile homes on rented lots shall be installed by the Company or a contractor approved by the Company at the expense of the person or firm requesting the connection, and thereafter shall be maintained by the Company.

The Company shall bear the expense of any required maintenance, repair, or replacement of pipelines or meters or other facilities owned by the Company, except as otherwise provided in this Tariff.



## **GENERAL TERMS AND CONDITIONS**

### **TEMPORARY SERVICE**

In case of temporary service, as distinguished from seasonal use, the Company may require the customer to pay all the costs of making the service connection and extension, and removing the material after service has been discontinued, or to pay a fixed amount in advance to cover such expense.

If the material is removed by the Company, the customer shall be credited with the reasonable salvage which the Company shall receive on discontinuance of service. If within corporate limits, all construction rules and regulations shall apply.

### **RELOCATION OF FACILITIES**

If not otherwise eligible for inclusion in the Wyoming Integrity Rider, the customer will bear the cost of relocating facilities used in the provision of gas service which are located downstream of the service stub when necessary to comply with applicable legal requirements or to mitigate potential or existing safety hazards. The Company may assess an hourly charge equal to the Company's then-current Standard Hourly Service charge for all work performed.

### **EXCESS FLOW VALVE PROGRAM**

#### **GENERAL CONDITIONS**

The following describes the Excess Flow Valve Program implemented by the Company in accordance with 49 CFR 192.383.

#### **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:

- 1) 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;
- 2) 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;
- 3) 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;
- 4) 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;
- 5) 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;
- 6) 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 ten (10) pounds per square inch gauge;
- 7) 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,
- 8) Installation of an EFV does not interfere with necessary operation or maintenance activities; and
- 9) The company has access to an EFV that is commercially available and meets the performance standards in CFR §192.381



## **GENERAL TERMS AND CONDITIONS**

### **EXCESS FLOW VALVE PROGRAM - CONTINUED**

#### **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. In the instance an Excess Flow Valve is not available, a shut off valve may be substituted.

#### **CUSTOMER RESPONSIBILITY**

Eligible customers requesting installation of an Excess Flow Valve shall be responsible for paying the Company a one-time charge to reimburse the Company for all costs directly connected with installing the Excess Flow Valve unless otherwise identified in the At-Risk Meter Replacement and customer-owned Service Line Replacement Program.

### **NATURAL GAS QUALITY**

Natural gas to be received and delivered by Transporter shall be of merchantable quality. Transporter reserves the right to extract or retain or permit the extraction of gasoline or any other substance whatsoever from, or otherwise treat (without impairing its merchantability), the natural gas received from Parties for transportation under this Tariff. Title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to Transporter at no cost, and the Shipper shall hold the Transporter harmless and free and clear of adverse claims with respect to the same.

#### **QUALITY SPECIFICATIONS**

Unless otherwise agreed, gas tendered to Transporter at each Point of Receipt shall comply with the following quality specifications:

At a base pressure of 14.73 p.s.i.a. and a base temperature of sixty degrees Fahrenheit (60°F), such gas shall not contain more than:

One-fourth (1/4) grain of hydrogen sulfide per 100 cubic feet;

Five (5) grains of total sulfur per one hundred (100) cubic feet;

Three percent (3%) by volume of carbon dioxide;

Three percent (3%) by volume of nitrogen;

Five percent (5%) by volume of total inert gases;

Six (6) pounds of water vapor per million cubic feet;

Ten (10) parts per million (0.001 percent) by volume of oxygen; and

One (1) grain of total mercaptans per 100 cubic feet of gas.

Such gas shall be commercial in quality and shall be free from any foreign material such as solids, sand, dirt, dust, gums, crude oil, water or hydrocarbons in the liquid phase, iron particles, and other objectionable substances which may be injurious to pipelines or which may interfere with its transportation or commercial utilization.



## GENERAL TERMS AND CONDITIONS

### QUALITY SPECIFICATIONS CONTINUED

At a base pressure of 14.73 p.s.i.a., the Gross Dry Heating Value of such gas shall not be less than 950 Btu nor more than 1100 Btu per cubic foot of gas.

The temperature of such gas shall not exceed one hundred twenty degrees Fahrenheit (120°F). However, if Transporter is required to dehydrate the gas at the Point(s) of Receipt, then the temperature of such gas shall not exceed ninety degrees Fahrenheit (90°F).

The hydrocarbon dew point of such gas shall not exceed a temperature of twenty-five (25) degrees Fahrenheit at the maximum pressure specified in the Service Agreement, or the pressure existing at the Point of Receipt, if higher.

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

Any Party delivering, or causing the delivery of gas to Transporter shall be liable and shall indemnify Transporter for all damages caused by such delivery to Transporter whenever such gas fails to meet quality specifications set forth herein or as otherwise agreed. Receipt by Transporter of any gas which does not meet applicable specifications shall not be deemed to have established a course of performance and shall not relieve a Party of its liability or obligations hereunder.

### QUALITY TESTING

The Party operating the measuring equipment, shall use approved standard methods in general use in the gas industry and shall cause adequate tests to be made to determine the quality of the gas delivered hereunder. Such tests shall be made frequently enough to ensure that the gas conforms to the specifications hereof.

If gas tendered to Transporter fails to meet the specifications of this Tariff, the measuring Party shall notify the other Party of such failure. The receiving Party may refuse to accept such gas. The Party tendering non-specification gas hereunder shall indemnify the receiving Party for any injury, damage, loss or liability caused by the delivery of such gas.



## GENERAL TERMS AND CONDITIONS

### MEASUREMENTS

The unit of volume for the purpose of measurement and for the determination of total heating value shall be the cubic foot of gas as defined in this Tariff. Volumes of gas measured at prevailing meter pressures and temperatures shall be corrected to the unit of volume defined above by the procedures described below:

- Orifice Meters: Installation and the determination of volumes delivered through orifice meters shall conform to the recommendations in "Gas Measurement Committee Report Number Three" of the American Gas Association as amended, revised or superseded from time to time. Values of the orifice thermal expansion factor, manometer factor and gauge location factor shall be assumed to be in unity.
- Turbine Meters: Installation and the determination of volumes delivered through turbine meters shall conform to the recommendations in "Transmission Measurement Committee Report Number Seven" of the American Gas Association as amended, revised or superseded from time to time.
- Positive Displacement Meters: Installation and the determination of volumes delivered through positive displacement meters shall conform to the recommendations in "Gas Measurement Manual Displacement Measurement Part Number Two" of the American Gas Association as amended, revised or superseded from time to time.
- Ultra-Sonic Meters: Installation and the determination of volumes delivered through ultra-sonic meters shall conform to the recommendations in "Gas Measurement Committee Report Number Nine" of the American Gas Association as amended, revised or superseded from time to time.

The atmospheric pressure shall be the average atmospheric pressure as determined by elevation at certain Points of Delivery and Receipt.

The volume of gas delivered through each Point of Delivery and Receipt shall be corrected to a base temperature of sixty degrees Fahrenheit (60°F) and a base pressure of 14.73 p.s.i.a. by using:

- The arithmetic average of the temperatures recorded by a properly installed, continuously operated recording thermometer; or
- A meter containing a temperature operated device, hereinafter referred to as a temperature compensated meter, through the operation of which the meter correctly registers the volume, corrected to sixty degrees Fahrenheit (60°F); or
- An assumed temperature of the gas flowing through the meters of sixty degrees Fahrenheit (60°F) in the case of any small volume delivery where Transporter does not elect to install a recording thermometer or temperature compensated meter. However, in the event Transporter does not install a recording thermometer or temperature compensated meter, Shipper may install a recording thermometer and in such case the temperature so recorded shall be used in correcting to a temperature of sixty degrees Fahrenheit (60°F).





## GENERAL TERMS AND CONDITIONS

### **MEASUREMENTS – CONTINUED**

When orifice meters are used, the specific gravity of the gas delivered hereunder shall be determined by approved methods once a month, or as frequently as necessary for reasonably accurate determination, and the specific gravity so obtained shall be used in computing volumes of gas delivered hereunder.

The components of determining the deviation from Boyle's Law, at the pressure and temperature under which delivered, shall be determined by tests at intervals of twelve (12) months or at such shorter intervals as are found necessary. The correction factor determined by using American Gas Association "Report Number Eight" or American Gas Association "Project NX-19" shall be used in the computation of deliveries until the next test.

The heating value of the gas delivered shall be determined by approved recording calorimeters, gas samples or chromatographs. Heating value determinations shall be made monthly, or as frequently as necessary for reasonable accuracy.

### **MEASURING EQUIPMENT**

Subject to any required cost reimbursement, Transporter agrees to install, operate and maintain on its pipeline at or near each point of connection of the facilities of Transporter and Shipper (or another party which is transporting the gas on behalf of Shipper), a meter or meters that meet current AGA and other industry standards to measure all of the gas to be delivered hereunder. Shippers utilizing any Firm or Interruptible Transportation Rate Schedules will be required to have electronic flow measurement installed at Shipper's expense. Transporter also agrees to install, operate and maintain at or near each Point of Delivery such pressure regulating equipment as may be necessary.

Shipper may install, operate and maintain, at its own expense, check measuring equipment as it shall desire, provided that check meters and equipment shall be installed so as not to interfere with the operation of Transporter's meters at or near the Point of Delivery. Transporter shall have access to check measuring equipment at all reasonable hours but the reading, calibrating and adjusting thereof and changing of charts shall be done only by Shipper.

Both Transporter and Shipper shall have the right to be represented at any installing, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment installed hereunder. The records from such measuring equipment shall remain the property of the owner but the owner, upon request to the other, will submit records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt.



## GENERAL TERMS AND CONDITIONS

### METER TESTS AND ADJUSTMENTS

The Company will test its meters in accordance with the Meter Testing Program outlined in Section K of this tariff.

All service meters shall clearly indicate the units of measurement for which the customer is charged. If the Company bills in a different unit of measure than indicated on the meter, the conversion factor shall be stated on the bill. Meters will measure in cubic feet, therms, or dekatherms.

Transporter shall test its meters at reasonable intervals in the presence of a customer or Shipper's representatives, if Shipper so elects. The customer/Shipper at its sole expense may have tests or calibrations of Transporter's meters made at reasonable times in the presence of Transporter's representatives.

If, upon any test, measuring equipment is found to be not more than two percent (2%) fast or slow, previous readings of such equipment shall be considered correct in computing deliveries of gas; the equipment shall be properly adjusted at once to record accurately.

If, upon any test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), then any previous readings on such equipment shall be corrected to zero error for any period which is known definitely or agreed upon. In case the period is not known definitely or agreed upon, such adjustment shall be made for a period not exceeding one hundred eighty-three days for under measurement pursuant to W.S. § 37-2-218 or pursuant to W.S. § 37-2-222 for over measurement.

If for any reason Transporter's meters are out-of-service or out-of-repair so that the quantity of gas delivered to any party is not correctly indicated by the reading thereof, the gas delivered during the period such meters are out-of-service or out-of-repair shall be estimated by Transporter upon the basis of the best data available, using the first of the following methods which shall be feasible: (1) by using the registration of any check meter or meters if installed and accurately registering; (2) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or (3) by estimating the quantity of delivery by deliveries during preceding period under similar conditions when the meter was registering accurately.

If Transporter institutes a new method or technique of gas measurement, such as electronic metering, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform Shipper of any such new technique adopted and the date of its implementation.



## **GENERAL TERMS AND CONDITIONS GAS METER TESTING PROGRAM**

### **PURPOSE**

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

### **NEW AND REMANUFACTURED METERS – QUALITY ASSURANCE TESTING**

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

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

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.

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.

### **METER TESTING PROGRAM**

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

### **STATISTICAL SAMPLING**

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

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.



## GENERAL TERMS AND CONDITIONS GAS METER TESTING PROGRAM

### STATISTICAL SAMPLING – CONTINUED

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 don't register or don't pass gas are evaluated separately. The plan is then modified to reflect changes in meter performance.

### MILEAGE/VOLUME TESTING

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

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

### 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.



## **GENERAL TERMS AND CONDITIONS**

### **GAS METER TESTING PROGRAM**

#### **METER ACCURACY**

Residential and commercial meters are calibrated to be as close as possible to 0% within a  $\pm 1\%$  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 standard 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.

#### **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



Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 3  
Original Sheet No. R-40

## **GENERAL TERMS AND CONDITIONS GAS METER TESTING PROGRAM**

### **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.



## **GENERAL TERMS AND CONDITIONS**

### **TRANSPORTATION**

#### **BALANCING**

The Supplier/Shipper shall make best efforts to balance the sum of its Receipt Point quantities with the sum of its Delivery Point quantities on both a daily and monthly basis.

The Supplier/Shipper's monthly volume statements will reflect allocated Receipt Point quantities, Fuel Reimbursement Quantities, quantities injected into or withdrawn from storage under Tariff Schedule FS-1, and allocated Delivery Point(s) quantities. Where the physical characteristics of the meters allow, allocation of daily physical flow quantities will generally occur in three (3) Business Days following physical flow and will be made available to the Suppliers as soon as practicable following such allocation. Where meter readings are made available only once monthly, the allocated quantities will be made available to the Suppliers on the monthly volume statement.

For each day of physical gas flow, and as made available following the allocations, the difference between the allocated Receipt Point quantities, and the allocated Delivery Point quantities shall be the total Imbalance Quantity.

Daily Receipt Point quantities will be scheduled by the Company in accordance with this Tariff. Daily Receipt Point allocations will be made by Supplier/Shipper at the Receipt Points for transportation to Delivery Points. The Receipt Point allocations will be based upon a Receipt Point Pre-Determined Allocation formula established by the Receipt Point operators as agreed to by the Company, or if no Receipt Point PDA is provided, based on the default allocation method as described in the Scheduling Principles section of the General Terms and Conditions of this Tariff ("Receipt Point PDA").

For Casper and Gillette Division On-System Delivery Points, the daily transported Delivery Point quantity will be determined by the Company for each Supplier using a Delivery Point Pre-Determined Allocation formula at each On-System Delivery Point based upon the Supplier's aggregate customers' prior year actual usage or, where unavailable, estimated usage ("Delivery Point PDA"). Such Delivery Point PDA will be determined by the Company and may be updated as often as once daily but, no less than once each Choice Gas Program Year. If the Delivery Point PDA varies from actuals by 8% or more for a month, a Supplier may request the Company review the Delivery Point PDA. If the Company, in its sole discretion, decides the Delivery Point PDA requires modification following the review, then the revised Delivery Point PDA will be finalized and made effective within thirty (30) days of the request.

Transportation End-User Delivery Points shall have Electronic Flow Measurement allowing for the allocation of daily physical flow.

Off-System Delivery Points shall be allocated in accordance with the Pre-Determined Allocations Provision of the Section G Rules and Regulations of this Tariff.





## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **BALANCING - CONTINUED**

The total Imbalance Quantity will be composed of one or both of the following Imbalance Quantity components:

- 1) **Stage One Imbalance Quantity:** For On-System and Off-System Delivery Point(s) with daily measurement capabilities, Imbalance Quantities will be determined daily and accumulated monthly and will equal the difference between the allocated daily Receipt Point quantities and the allocated daily Delivery Point quantities or the allocated cumulative month-to-date Receipt Point quantities and allocated cumulative month-to-date Delivery Point quantities. Imbalance Quantities for On-System Delivery Point(s) without daily measurement capabilities will be determined at the end of month and will equal the difference between the allocated daily Receipt Point quantities and the allocated actual Delivery Point quantities based on monthly measurement or billed volumes ("Stage One Imbalance Quantity").
- 2) **Stage Two Imbalance Quantity:** The difference between the Delivery Point PDA allocated quantities and the actual allocated Delivery Point quantities as corrected for actual market share (after the allocation has been made for the corrected actual market share based on billed measurement data at the customer premises) ("Stage Two Imbalance Quantities").

The Imbalance Quantity for Casper and Gillette Division On-System Transportation Service, in association with the Choice Gas Program, shall be composed of both the Stage One Imbalance Quantity and Stage Two Imbalance Quantity. The Imbalance Quantity for Casper and Gillette Division On-System Transportation Service, not in association with the Choice Gas Program, shall be composed of the Stage One Imbalance Quantity.

The Imbalance Quantity for Cheyenne and Cody Division On-System Transportation Service shall be composed of the Stage One Imbalance Quantity.

The Imbalance Quantity for Casper, Gillette, Torrington, Cody and Cheyenne Division Off-System Transportation Service shall be composed of Stage One Imbalance Quantity.

The Imbalance Quantity for Torrington Division On-System Transportation Service, in association with the Choice Program, shall be composed of the Stage Two Imbalance Quantity, as adjusted for the upstream Fuel and Lost and Unaccounted for retention percentage, Electric Power Cost Reimbursement, Annual Charge Adjustment (ACA) costs, and other upstream charges as applicable.

For Special Provision Customers and Torrington Division On-System Transportation Service, Receipt Point quantities shall be deemed to be equal to the customer's actual usage plus the Fuel Reimbursement Quantity. The Fuel Reimbursement Quantity will be allocated pro-rata among Shippers upon actual end-use metered volumes.

The Stage One Imbalance Quantities and the Stage Two Imbalance Quantities will be made available, using best available data, to Suppliers on the Company's EBB. Stage One and Stage Two Imbalance Quantities shall be resolved through their respective imbalance management procedures as set forth in the Imbalance Management Section of this Rate Schedule.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **BALANCING - CONTINUED**

A Supplier may nominate the make-up or payback of a Stage One Imbalance Quantity specific to a Delivery Pool. Transporter will schedule the nomination in accordance with the Scheduling Principles of this Tariff.

A Shipper may nominate the transfer of a Stage One Imbalance Quantity specific to a Delivery Point or Pool to a MCS agreement under the terms of an agreed-to MCS Transaction Request. The terms of the MCS Transaction Request, including availability, rate, term and parking or loaning points, shall be negotiated and agreed to by the Supplier and Company prior to transfer approval. Such transfer will not be included in the total allocated delivery volumes used in computing whether Imbalance Quantities are below the Imbalance Quantity thresholds as described herein.

Stage One Imbalance Quantities may, at the Company's sole discretion, be separated by Delivery Pool. Due to the requirement of Suppliers to pair-match nominations as described in the Nominations and Scheduling provisions of the General Terms and Conditions, Receipt Point and Delivery Pool specific imbalance data will be available.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### IMBALANCE CHARGES

For purposes of the Stage One Imbalance Quantities, a Negative Stage One Imbalance Quantity occurs when allocated Receipt Point quantities are less than daily and/or cumulative month-to-date allocated Delivery Point quantities. A Positive Stage One Imbalance Quantity occurs when allocated Receipt Point quantities are greater than the daily and/or cumulative month-to-date Delivery Point quantities.

The daily Positive or Negative Stage One Imbalance Quantity percentage shall be calculated by dividing the daily Stage One Imbalance Quantity by the daily Delivery Point quantity.

The cumulative month-to-date Positive or Negative Stage One Imbalance Quantity percentage shall be calculated by dividing the cumulative month-to-date Stage One Imbalance Quantity by the cumulative month-to-date Delivery Point quantities.

For Transportation Service not associated with the Choice Program, curing of imbalances applicable to daily and cumulative month-to-date Stage One Imbalance Quantities during non-Critical Operating Conditions shall be accomplished as shown below:

<b>Positive Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
0% to 15%	No Charge
Greater than 15% to 50%	Supply Scheduling Charge
Greater than 50%	Supply Scheduling Charge and Unauthorized Overrun Charge

<b>Negative Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
0% to -15%	No Charge
Less than -15% to -50%	Supply Scheduling Charge
Less than -50%	Supply Scheduling Charge and Unauthorized Overrun Charge

For Transportation Service not associated with the Choice Program, curing of imbalances applicable to daily and cumulative month-to-date Stage One Imbalance Quantities during Critical Operating Conditions shall be accomplished as shown below:

<b>Positive Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
0% to 5%	No Charge
Greater than 5%	Supply Scheduling Charge and Unauthorized Overrun Charge

<b>Negative Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
0% to -5%	No Charge
Less than -5%	Supply Scheduling Charge and Unauthorized Overrun Charge



**GENERAL TERMS AND CONDITIONS  
TRANSPORTATION**

**IMBALANCE CHARGES**

For Transportation Service associated with the Choice Gas Program, curing of imbalances applicable to daily and cumulative month-to-date Stage One Imbalance Quantities during non-Critical Operating Conditions shall be accomplished as shown below:

<b>Positive Stage One Imbalance Quantity Percentage (March through November)</b>	<b>Positive Stage One Imbalance Quantity Percentage (December through February)</b>	<b>Imbalance Charge</b>
0% to 25%	0% to 15%	No Charge
Greater than 25%	Greater than 15%	Supply Scheduling Charge

<b>Negative Stage One Imbalance Quantity Percentage (March through November)</b>	<b>Negative Stage One Imbalance Quantity Percentage (December through February)</b>	<b>Imbalance Charge</b>
0% to -25%	0% to -15%	No Charge
Less than -25%	Less than -15%	Supply Scheduling Charge

For Transportation Service associated with the Choice Gas Program, curing of imbalances applicable to daily and cumulative month-to-date Stage One Imbalance Quantities during Critical Operating Conditions shall be accomplished as shown below:

<b>Positive Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
Shall be posted by Company between 5% and 14.99% Tolerance ("Positive Posted Critical Operating Condition Tolerance")	No Charge
Greater than Positive Posted Critical Operating Condition Tolerance	Supply Scheduling Charge

<b>Negative Stage One Imbalance Quantity Percentage</b>	<b>Imbalance Charge</b>
Shall be posted by Company between -5% and -14.99% ("Negative Posted Critical Operating Condition Tolerance")	No Charge
Less than Negative Posted Critical Operating Condition Tolerance	Supply Scheduling Charge and Unauthorized Overrun Charge



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **IMBALANCE CHARGES - CONTINUED**

All Stage One Imbalance Quantities remaining following the last day of the month shall be cashed out in accordance with the Cash Out Pricing Provisions.

For purposes of the Stage Two Imbalance Quantities, a Negative Imbalance occurs when a Supplier's allocated Delivery Point PDA estimated Delivery Point quantities are less than its allocated actual Delivery Point quantities (after the actual allocation has been made for the corrected actual market share based on billed measurement data). A Positive Imbalance occurs when a Supplier's allocated Delivery Point PDA estimated Delivery Point quantities are more than its allocated actual Delivery Point quantities (after the actual allocation has been made for the corrected actual market share based on billed cycle measurement data).

For Gillette Division Stage Two Imbalance Quantities remaining following the last day of the month will be Cashed Out in accordance with the Imbalance Cash Out Provisions.

For Casper and Torrington Division, All Stage Two Imbalance Quantities remaining following the last day of the month will be resolved pursuant to one or more of the following options:

**Stage Two Imbalance Resolution Option One:** The Company will make available to Suppliers a balancing statement and a Storage Transfer Request form by the fourteenth (14<sup>th</sup>) business day which identifies the transfer counterpart for the prior month's imbalances. A Supplier with a negative imbalance shall transfer its Stage Two Imbalance Quantity from its Tariff Schedule FS-1 storage Gas In Place inventory account to the Tariff Schedule FS-1 storage Gas In Place inventory account of the Supplier(s) with a positive Stage Two Imbalance Quantity. The total Stage Two Imbalance Quantity transfer will be equal to the total of each Supplier's negative Stage Two Imbalance Quantity plus any applicable Fuel Reimbursement Quantity. Each Supplier shall return an executed Storage Transfer Request form by the sixteenth (16<sup>th</sup>) business day via e-mail documenting the transfer of the Stage Two-Distribution Imbalance Quantities. Each Supplier shall provide evidence of transfer completion on the upstream pipeline by the eighteenth (18<sup>th</sup>) business day. Once the storage transfers are confirmed by the Company, the transfers will be effectuated.

**Stage Two Imbalance Resolution Option Two:** In the event a Supplier is unwilling or unable to cure its Stage Two Imbalance Quantity through Stage Two Imbalance Resolution Option One, the Supplier, with mutual consent of other affected Suppliers, may attempt to cure the Stage Two Imbalance Quantity through an alternative method including trading. All Suppliers are required to notify the Company that its Stage Two Imbalance Quantity has been partially or fully cured under this option. This notification must be received by the Company by e-mail by the eighteenth (18<sup>th</sup>) business day following the month the imbalance was incurred. After the notices are received, the affected Supplier's Stage Two Imbalance Quantity will be adjusted accordingly.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### IMBALANCE CHARGES - CONTINUED

**Stage Two Imbalance Resolution Option Three:** In the event a Supplier is unwilling or unable to cure its Stage Two Imbalance Quantity through Stage Two Imbalance Resolution Option One or Stage Two Imbalance Resolution Option Two by the eighteenth (18<sup>th</sup>) day of the month the imbalance was incurred, then that Supplier will be deemed to be a Nonperforming Supplier. The Supplier who is willing to cure its imbalance pursuant to Stage Two Imbalance Resolution Option One or Stage Two Imbalance Resolution Option Two by the end of the month following the month the imbalance was incurred will be deemed to be a Performing Supplier.

The Performing Supplier's positive Stage Two Imbalance Quantity will be cured through a credit adjustment to the Performing Supplier's monthly commodity payment. The credit will be based on the average of *Platts Daily Price Survey* Midpoint Gas Price for CIG, Rockies for the period of time starting with the month in which the imbalance occurred and ending with the ninth (9th) Business Day of the month following the month the imbalance occurred multiplied by the Stage Two Imbalance Quantity plus all applicable Fuel Reimbursement Quantities and Storage Fuel Reimbursement Quantities. The Nonperforming Supplier's offsetting negative Stage Two Imbalance quantity will be cured through a reduction, or charge, to the Nonperforming Supplier's monthly gas supply payment in an amount equal to the credit applied to the Performing Supplier's monthly gas supply payment.

The Performing Supplier's negative Stage Two Imbalance Quantities will be cured through a reduction to the Performing Supplier's monthly commodity payment. The reduction will be based on the product of the average of the midpoint gas price for CIG, Rocky Mountains, as listed in *Platts Daily Price Survey* for the period of time starting with the month in which the imbalance occurred and ending with the ninth (9th) Business Day of the month following the month the imbalance occurred multiplied by the Stage Two Imbalance Quantity. The Nonperforming Supplier's offsetting positive Stage Two Imbalance Quantity will be cured through a credit to the Nonperforming Supplier's monthly gas supply payment in an amount equal to the reduction applied to the Performing Supplier's monthly gas supply payment.

All adjustments to the Suppliers' monthly gas supply commodity payments will be made during the month following the month the imbalance was incurred and the volume adjustments will be reflected on the balancing statements generated the month after the imbalance occurred.

Stage One Imbalance Quantities and Stage Two Imbalance Quantities, in association with the Choice Program, resulting from prior period adjustments related to a production month where the normal monthly measurement close has been completed for a Supplier will be netted and the resulting imbalance will be transferred to a zero rate MCS transaction request. The Supplier must resolve any Parked or Loaned quantities on the zero rate MCS transaction request within ninety (90) days from the first day in the month the prior period adjustment is recorded. In the event the Supplier has not resolved the prior period adjustment related MCS transaction request quantities by a transfer into or out of the Shipper's Tariff Schedule FS-1 account or to a separate mutually agreed-to MCS Transaction Request, the quantities will be cashed-out as provided for in the pricing provisions of the Imbalance Management Section of this Rate Schedule.

On-System and Off-System Stage One Imbalance Quantities, not in association with the Choice Program, resulting from prior period adjustments related to a production month where the normal monthly measurement close has been completed for the Shipper, will be cashed out at the average of *Platts Daily Price Survey* Midpoint Gas Price for CIG, Rockies for the month in which the prior period adjustment is processed.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### CASH OUT PRICING

The Imbalance Quantities will be cashed out as governed by the General Terms and Conditions of this Tariff.

#### Cash Out of Positive Imbalance Quantity

When required, as governed by the General Terms and Conditions, for specified positive Imbalance Quantities, Shipper's invoice will be credited the Imbalance Quantity multiplied by the Positive Imbalance Cash Out Price.

#### Positive Imbalance Cash Out Price \*

The Positive Imbalance Cash Out Price shall be equal to seventy-five percent (75%) of the Index.

The Index for the Positive Imbalance Cash Out price calculation shall be defined for each corresponding division as follows:

Division	Index
Casper Division	The lesser of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Gillette Division	The lesser of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies; Cheyenne Hub; or Northern Bdr., Ventura TP for the month in which the imbalance occurred.
Cheyenne Division	The lesser of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Cody Division	The lesser of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Torrington Division	The lesser of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies; NGPL, Midcontinent; or Cheyenne Hub for the month in which the imbalance occurred.
*In the event <i>Platts Daily Price Survey</i> is no longer published, a superseding index will be used.	





**GENERAL TERMS AND CONDITIONS**  
**TRANSPORTATION**

**CASH OUT PRICING - CONTINUED**

Cash Out of Negative Imbalance Quantity

When required as governed by the General Terms and Conditions, for any specified Negative Imbalance Quantities, Shipper's invoice will also be charged the amount of the Imbalance Quantity multiplied by the Negative Imbalance Cash Out Price.

Negative Imbalance Cash Out Price

The Negative Imbalance Cash Out Price shall be equal to one hundred twenty-five percent (125%) of the Index.

The Index for the Negative Imbalance Cash Out Price calculation shall be defined for each corresponding division as follows:

Division	Index
Casper Division	The greater of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Gillette Division	The greater of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies; Cheyenne Hub; or Northern Bdr., Ventura TP for the month in which the imbalance occurred.
Cheyenne Division	The greater of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Cody Division	The greater of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies or Cheyenne Hub for the month in which the imbalance occurred.
Torrington Division	The greater of the <i>Platts Daily Price Survey</i> * Midpoint Gas Price for CIG, Rockies; NGPL, Midcontinent; or Cheyenne Hub for the month in which the imbalance occurred.
*In the event <i>Platts Daily Price Survey</i> is no longer published, a superseding index will be used.	



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **SCHEDULING OF RECEIPTS AND DELIVERIES**

Nomination Procedures and Deadlines. If a Supplier/Shipper desires transportation or storage service under this Tariff, on any Day, the Supplier/Shipper shall comply with the following Nomination procedures. Nominating Parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this Section. Any Nominations received after a Nomination deadline will be scheduled after Nominations received before that Nomination deadline. All Nominations must be submitted electronically, unless an alternate method is expressly pre-authorized by Transporter. Transporter reserves the right to waive the deadline specified herein as posted on Transporter's EBB, provided that no Supplier/Shipper will be disadvantaged by such waiver.

Nomination Communications. Transporter shall accept Nominations twenty-four (24) hours a Day via electronic communication. Transporter's EBB will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.

Supplier/Shipper shall provide to Transporter the appropriate after-hours and emergency contacts for Supplier/Shipper.

Transporter shall not be liable to Supplier/Shipper under any circumstances for any damages or losses that may occur as a result of Transporter's inability to communicate with Supplier/Shipper.

Nomination Data Elements. Submitted Nominations are original Nominations. If the Supplier/Shipper desires to change such Nomination, original Nominations should be overwritten with replacement Nominations. When a Nomination for a date range is received, each Day within that range is an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside of the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only.

Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key elements to be replaced. Data elements shall conform to the requirements of general industry data dictionary standards.

Transporter's key Nomination data fields are composed of: (1) Supplier/Shipper name and business party identifier, (2) transaction type, (3) upstream or downstream Party(s), (4) service requestor contract number (to include type of service indicator), (5) the daily quantity of Gas in Dth to be received by the Company (including the Supplier's/Shipper's Transportation Quantities), (6) Daily Authorized Overrun Quantities, which must be, Nominated as a separate transaction, (7) any Park, Unpark, Loan, or Loan Payback quantities, (8) the applicable FL&U Reimbursement Quantity at each specified applicable Receipt Point, (9) Receipt Points, (10) the Daily quantity of Gas in Dth to be Delivered by the Transporter at each specified Delivery Point on the desired Day, (11) Supplier/Shipper defined beginning and ending dates, and (12) upstream and downstream pipeline contract and/or business party numbers, if applicable. For the nomination data fields to be successfully entered, the total receipt nominations less the applicable FL&U Reimbursement Quantity and other in-kind deductions must equal the equivalent Dth quantity of delivery Nominations.



**GENERAL TERMS AND CONDITIONS**  
**TRANSPORTATION**

**SCHEDULING OF RECEIPTS AND DELIVERIES – CONTINUED**

Nomination Data Elements – Continued.

Nominations must specify a beginning and ending date. Such dates must be no earlier than the effective date and no later than the termination date of the Service Agreement. Each Day, all Nominations for the next Day which have been received by Transporter at or prior to the Nomination deadline shall be processed pursuant to the General Terms and Conditions of this Tariff.

All Nominations, including Intra-Day Nominations, shall be based on a Daily quantity. Intra-Day Nominations shall include an effective date and cycle. The interconnected parties shall agree on the hourly flows of the Intra-Day Nomination, as needed.

Timing of Nominations and Confirmations. Transporter will support the industry standard five (5) nomination cycles.

Chart Depicting Scheduling Cycles (all times shown in MT):

<b>Gas Day affected by Intra-Day Nomination begins</b>	<b>Timely for Next Gas Day*</b>	<b>Evening for Next Gas Day*</b>	<b>Intra-Day 1 for Current Gas Day*</b>	<b>Intra-Day 2 for Current Gas Day*</b>	<b>Intra-Day 3 for Current Gas Day**</b>
Nomination Period Ends	12:00 noon	5:00 p.m.	9:00 a.m.	1:30 p.m.	6:00 p.m.
Nominations received by Transporter	12:15 p.m.	5:15 p.m.	9:15 a.m.	1:45 p.m.	6:15 p.m.
Completion of Upstream and Downstream interconnect Confirmations	3:30 p.m.	7:30 p.m.	11:30 a.m.	4:00 p.m.	8:30 p.m.
Posting of Report of Confirmed Nominations and Notice to Bumped Parties	4:00 p.m.	8:00 p.m.	12:00 noon	4:30 p.m.	9:00 p.m.
Nomination Effective Time	8:00 a.m.	8:00 a.m.	1:00 p.m.	5:00 p.m.	9:00 p.m.

\*Bumpable

\*\*No Bump



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **SCHEDULING OF RECEIPTS AND DELIVERIES – CONTINUED**

**Content of Nominations.** The Supplier/Shipper shall include in any Nomination the key Nominations fields included in the General Terms and Conditions including: (1) the daily quantity of Gas to be received by the Company (including the Supplier's/Shipper's transportation volumes), (2) Authorized Overrun Quantities, which must be nominated as a separate transaction, (3) the Transmission and/or Storage FL&U Reimbursement Quantity at each specified Receipt Point, (4) Receipt Points (Primary and/or Secondary), (5) the daily quantity to be Delivered by the Company at each specified Delivery Point (Primary and/or Secondary) on the desired Day, (6) Supplier/Shipper defined beginning and ending dates, and (7) upstream and downstream pipeline contract and/or business party numbers, if applicable. The total receipt Nominations less the FL&U Reimbursement Quantity(s) and other deductions must equal the equivalent thermal quantity of delivery nominations.

**Nominations Flow Rate and Rollover Options.** All nominations, including Intra- Day Nominations, shall be based on daily quantity, thus, an Intra-Day nominator need not submit an hourly Nomination. Intra-Day Nominations shall include an effective date. All Nominations, excluding Intra-Day Nominations, have rollover options. Specifically, Suppliers/Shippers have the ability to Nominate for several Days or for an entire Month, provided the Nomination begin and end dates are within the term of the Suppliers/Shipper's Service Agreement. Intra-Day Nominations do not rollover and they do not replace the remainder of a standing Nomination.

**Confirmation of Nominations Received.** The Supplier/Shipper is obligated to view Confirmed Nominated quantities by accessing Supplier's/Shipper's account on Transporter's EBB.

**Confirmation by Interconnecting Party(s).** The Transporter will initiate Confirmation of all Nominations with upstream and downstream interconnecting Party(s). The Company shall receive Confirmations for first of the Month and next Day service from all upstream and downstream interconnecting Party(s) by 3:30 p.m., MT, on the Day Nominations are due. The Company shall receive Confirmations for Intra-Day service from all upstream and downstream interconnecting Party(s) as provided for in this Section of the General Terms and Conditions.

**Confirmed and Scheduled Quantities.** The Transporter will schedule Gas flow quantities on a daily basis consistent with the priorities established in the Scheduling Principles for, and Determination of, Receipts and Deliveries, of the General Terms and Conditions of this Tariff. The Company shall provide Scheduled Quantities for first of Month and next Day nominations by 4:00 p.m., MT, on the Day before Gas flow to the Supplier/Shipper and point operator. By the end of each Gas Day, the Company shall make available to the Supplier/Shipper information containing scheduled quantities, including scheduled Intra-Day nominations and any other scheduling changes. For Evening, Intra-Day 1, and Intra-Day 2 scheduling cycles, previously Confirmed quantities may be bumped by a transaction of higher scheduling priority, as provided for in these General Terms and Conditions. An Intra-Day 3 service Nomination for Interruptible services will not be confirmed if it would curtail Gas that is already flowing, regardless of the rate schedule the Gas is flowing under.



## **GENERAL TERMS AND CONDITIONS**

### **TRANSPORTATION**

#### **SCHEDULING OF RECEIPTS AND DELIVERIES – CONTINUED**

**Inaccurate Nominations.** Based upon the information that the Company has available concerning the quantity of Gas actually Received from and Delivered to the Supplier/Shipper, or for the Supplier's/Shipper's account, if actual Receipts or Deliveries on any Day are more than five (5) percent over or under Nominations, or if actual Receipts differ from actual Deliveries on any Day by more than five (5) percent, Transporter may, by means of the telephone, electronic mail message or Company's EBB, notify the Supplier/Shipper that it has twelve (12) hours in which to bring actual Receipts or Deliveries and Nominations more closely into agreement; provided that Transporter shall issue said notice within a reasonable period after the inaccurate Nomination condition becomes evident to the Transporter, but no later than two (2) hours before the last Intra-Day Nomination deadline established in the tariff(s) of interconnecting Party(s). In said notice, the Transporter shall inform the Supplier/Shipper whether actual net Receipts need to be equal to or greater than actual Deliveries, or actual Deliveries need to be equal to or greater than actual net Receipts. Notwithstanding any provision of the Rate Schedules and these General Terms and Conditions of this Tariff, a Supplier/Shipper receiving notice under this paragraph will be permitted to submit an Intra-Day Nomination to the Transporter on or before the deadline for the last Intra-Day Nomination permitted in the tariff(s) of interconnecting Party(s) and the Transporter shall process and schedule said Nomination; provided that the Nomination is submitted for the purpose of complying with the directive contained within the notice provided to said Supplier/Shipper. If the discrepancy is not brought within the five (5) percent tolerance within twelve (12) hours, the Transporter may adjust deliveries to compensate for the inaccurate Nominations. The action allowed by this paragraph is in addition to the Company's right to assess Authorized Overrun Quantity charges or Unauthorized Overrun Quantity charges, or any Imbalance charges, pursuant to the terms of this Tariff.

**Content of Nominations – Casper Division.** For the Casper Division such receipt and delivery nominations must be in matched pairs specific to North-system and South-system Receipt and Delivery locations.

#### **DELIVERY OF GAS**

It is the intention of Transporter to make daily delivery of Supplier's/Shipper's thermal equivalent volume received, less the FL&U Reimbursement Quantity and adjustments, if any, for prior imbalances.

#### **DELEGATION FOR NOMINATING AND SCHEDULING**

Shipper and/or Supplier may delegate to any third-party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

Any designation of such an agent/representative, and any change in such designation, must be in writing using the form of Agency Agreement provided with this Tariff and must be submitted at least two (2) business days prior to the requested effective date.

The written designation shall specify any limits on the authority of the agent/representative, including any time limit on the designation; provided, however, that Transporter may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

Transporter may rely on communication from Supplier's and/or Shipper's designated agent/representative for all purposes except to the extent the designation is explicitly limited as specified in the General Terms and Conditions. Communications by Transporter to such designated agent/representative shall be deemed notice to Supplier/Shipper except to the extent the agent's/representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in the General Terms and Conditions.

Any third party may administer multiple agreements as the designated agent/representative for one or more Suppliers and/or Shippers. However, such agent/representative shall separately administer and account for each such agreement.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **SCHEDULING OF RECEIPTS AND DELIVERIES – CONTINUED**

#### **COMMINGLING OF GAS**

Transporter shall have the unqualified right to commingle Supplier's and/or Shipper's Gas with other Gas in Transporter's pipeline system.

#### **BILLING**

Transporter shall render invoices to Shippers for all gas delivered, including cash out charges or credits and penalties, on or before the twelfth (12th) business day of each month, or in the case of transportation service, in the preceding Monthly Billing Period. When information necessary for billing purposes is in the control of Shipper, such information shall be delivered to Transporter by Shipper on or before the sixth (6th) day of the month following the month in which service was provided.

Both Transporter and Shipper have the right to examine at reasonable times those books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

In no event will any prior period adjustments be made after twenty-four (24) months from the date of statements, billing or payments, based on actualized volumes, unless the parties mutually agree.

The provisions for billing the Choice Gas Program are included in the Choice Gas Program Customer Provisions and Supplier Terms in this Tariff.

#### **SHIPPER OBLIGATIONS CONCERNING METER READINGS AND OTHER BILLING INFORMATION**

When information necessary for billing purposes is in the control of the Shipper, such information shall be made available to Transporter by the Shipper on or before the eighth (8th) Business Day of the Month following the Month which most closely corresponds to the Monthly Billing Period in which the service was provided.

Where Shipper operates the measurement facilities and such facilities include EFM equipment or where a third-party tenders Gas for the account of Shipper, Shipper or its Agent shall electronically submit via e-mail, or other acceptable means, to Transporter on or before 8:00 AM Mountain Time of each Day the Mcf, dry Dth, and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day.

In the event actualized Mcf, dry Dth, and Btu measured Gas quantities are not available in a timely manner, the interstate pipeline, intrastate pipeline, gatherer, producer, point operator, or other third party in control of measurement at the meter shall provide an estimated quantity on or before the eighth (8th) Business Day of the Month following the Month associated with the Billing Period. Such estimated measurement data shall be identified as estimated and actual measurement shall be provided within fifteen (15) days. Transporter may invoice based on the estimated measurement to be supplied by such third party.



## GENERAL TERMS AND CONDITIONS

### TRANSPORTATION

#### PAYMENTS

Shipper shall pay to Transporter at its designated office, or if directed by Transporter, by wire transfer to a bank designated by Transporter, on or before the twenty-second (22<sup>nd</sup>) business day of each month for the natural gas delivered by Transporter during the preceding month as billed by Transporter in the invoice for said month. If payment differs from the invoiced amount, remittance detail should be provided with the payment.

Notwithstanding the paragraph above, Shipper's payment shall never be due until ten (10) days from the date of Transporter's invoice for transportation services rendered.

Any payments received shall first be applied to accrued interest, then to penalties due, then to the previously outstanding principal due, and lastly, to the most current principal due.

Should Shipper fail to pay any undisputed portion of any bill as herein provided when such amount is due, Transporter may accrue interest on the unpaid portion of the bill at the Commission's Authorized Interest Rate as defined in the Commission's Rules. For any amount to be considered "disputed," Shipper must provide appropriate documentation supporting and identifying the basis for the dispute. If Shipper fails to make payment in accordance with this Section, Transporter may, in addition to any other remedy it may have under this Tariff or under commercial law: (1) suspend deliveries; and (2) offset such deficient payments against any payments, refunds or credits owed by Transporter to Shipper.

#### OPERATIONS BY SUPPLIER/SHIPPER AND TRANSPORTER

Upon request, Shipper or Supplier shall furnish to Transporter, as far in advance as operations permit, estimates of the expected hourly, daily, monthly and annual quantities of natural gas required by the Shipper or the customer.

Supplier/Shipper shall deliver and receive quantities each hour on a uniform hourly rate, "as practicable," and except as provided in the General Terms and Conditions, Transporter shall not be obligated to deliver gas under its transportation Rate Schedules in excess of uniform hourly rates. Supplier/Shipper shall be required to conform quantities to be received with those scheduled and confirmed to be delivered for each nomination cycle. Uniform Hourly Rate of Flow does not apply to Choice Gas Program Service unless storage will not be used to balance receipt and deliveries.

Authorized Fluctuations in Flow Rates. Subject to availability on Transporter's pipeline system, Supplier/Shipper shall be entitled to take gas at any Delivery Point at an hourly rate necessary to serve its markets; provided, however, that Supplier/Shipper shall not be entitled to take, and Transporter shall not be obligated to deliver gas during any hour at any Delivery Point in excess of five percent (5%) of Supplier's/Shipper's Maximum Daily Delivery Quantity for such Delivery Point.

Notice to Observe Maximum Authorized Fluctuations in Flow Rates. If Transporter determines in its reasonable judgment that the Supplier's, customer's or the Shipper's takes of gas in excess of the uniform hourly rate threatens the integrity of Transporter's pipeline system, including the ability to deliver to any other Supplier/Shipper its daily entitlement, Transporter reserves the right to implement an Operational Flow Order pursuant to the General Terms and Conditions.

Transporter shall deliver volumes for Supplier's or Shipper's account concurrently with the receipt of Receipt Volumes to the extent practicable. The Parties recognize that they may be unable to control exactly the quantities of gas received and delivered on any day and that the quantities received by Transporter may vary from the quantities delivered on any day. Variations shall be kept to the minimum and shall be balanced as soon as practicable. Transporter shall be under no obligation to accept from Supplier or Shipper more gas at any Receipt Point than has been nominated by such Supplier or Shipper for the Receipt Point for that day.





## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **CREDITWORTHINESS**

Transporter shall not be required to perform or to continue service under any Rate Schedule for any Party who is or has become insolvent, or who, within a reasonable period of time, fails to demonstrate creditworthiness at Transporter's request; provided, however, such Party may receive service if such Party prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount consistent with the amount of required deposits set forth in the General Terms and Conditions. Such cost of performing the service shall include, but not be limited to, the projected cost of transporting such Party's gas or the equivalent of the cost of gas owed to Transporter by such Party under an imbalance.

For purposes herein, the insolvency of a Party shall be evidenced by the filing by such Party, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging such Party bankrupt or insolvent, or approving as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of such Party under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequester (or other similar official) of such Party or of any substantial party of its property, or the 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.

### **DETERMINATION OF RECEIPTS AND DELIVERIES**

For purposes of billing a customer, the order of nominated services through a particular Delivery Point, unless otherwise determined, will be: (1) Nominated Firm Services; (2) Nominated Interruptible Service; (3) Authorized overrun deliveries; (4) Current Month Imbalance Payback or Makeup Gas; (5) Rate Schedule MCS Peak or Loan quantities; and (6) Unauthorized overrun deliveries.

The allocation of gas volumes through any Receipt Point or Delivery Point will be the allocation supplied by the interconnecting Transporting Pipeline or pursuant to the Choice Gas Program Supplier Terms, or, if none, as reported by the operator of the delivering facilities, or, if not so reported, then gas will be allocated pro rata to all services through the point, based on the daily nomination. It is expected that under normal business and computer processes the allocation of Gas quantities will be available in three (3) Business Days following the date of physical flow.

Predetermined Allocation Agreements. Except as to those Receipt Points or Delivery Points for which an operational balancing agreement is in effect, Transporter will enter into mutually acceptable predetermined allocation agreements with upstream or downstream Transporting Pipelines to accommodate allocation methodologies different from those outlined in this section. The allocation methodology types which the Parties may agree upon are ranked, pro rata, percentage, swing and operator provided value, provided that only one methodology shall be applied during an allocation period. If the Parties cannot agree upon an allocation methodology, flows will be allocated based on the General Terms and Conditions. The point operator shall provide the allocation. The upstream Transporting Pipeline providing the point confirmation shall submit the predetermined allocation to the allocating Party after or during confirmation and before the start of the Day.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **POSSESSION OF GAS**

Shipper/Supplier/Customer shall be in exclusive control and possession of the gas until such has been received by Transporter at the Point(s) of Receipt.

Transporter shall be in control and possession of the gas received hereunder and is responsible for any damage or injury caused thereby until the same has been delivered at the Point(s) of Delivery. The Point(s) of Delivery of the gas is specified to be the point of division of responsibility between the parties. Thereafter, sole responsibility and liability in relation to the gas shall attach to Shipper/Supplier/Customer. Transporter's responsibility with respect to gas being transported shall be deemed to be met if Transporter exercises due diligence in protecting such gas.

Each Party indemnifies and holds harmless the other for any and all damages, claims or actions arising out of the maintenance or operation of the other's property or equipment. No Party shall indemnify the other for any such damages, claims or actions arising out of the negligence of the other Party, its employees or agents.

### **PRESSURE**

Transporter shall use due care and diligence to furnish gas hereunder at such uniform pressure as Shipper may request, but Transporter shall not be required to deliver at a pressure exceeding the normal operating pressure at point of delivery. Shipper/Supplier/Customer shall install, operate and maintain such pressure regulating devices as may be necessary or appropriate to regulate the pressure of the gas after its delivery to them.

Shipper/Supplier shall tender gas at the Point(s) of Receipt at a pressure sufficient to enter Transporter's System. Except with the agreement of Transporter, Shipper/Supplier shall not be permitted to tender the gas at any Point of Receipt at a pressure in excess of the pressure specified for that Point of Receipt, if any, as set forth in the applicable service agreement or as posted on the EBB in the Informational Postings section or as made available by e-mail to the Shipper/Supplier.

### **WARRANTY OF TITLE TO GAS**

Shipper/Supplier/Customer warrants title to gas hereunder at the time of tender to Transporter and this title is free from all liens and adverse claims.

Each Party shall indemnify the other Party against all damages, costs, and expenses of any nature whatsoever arising from every title claim against said gas.

### **SCHEDULING PRINCIPLES**

The order for scheduling transportation services shall be as follows and the scheduling limitations, if any, will be reviewed based on the location where scheduling is required: (1) Firm services at primary points and/or on primary paths (scheduled pro rata based on MDRQ or MDDQ/MDTQ as applicable); (2) Firm services at secondary points and/or on secondary paths (scheduled pro rata based on nominations); (3) Interruptible services and Firm service authorized overruns (first scheduled by rate, then pro rata based on nominations for same rate); (4) Imbalance makeup or payback Gas; and (5) Rate Schedule MCS Park or Loan quantities (first scheduled by rate and term value of the transaction request, then pro rata based on nominations for the same rate and term value).

Pre-determined Allocation (PDA) Methods: At receipt or delivery points that are covered by an active approved pre-determined allocation methodology(s) including as dictated by an Operational Balancing Agreement, such PDA method shall be used. If no PDA exists, the default allocation method will be the pro-rata method.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **LIMITATIONS ON OBLIGATIONS**

Force Majeure. It is expressly agreed that Transporter shall not be liable on any account whatsoever to any Party for any failure, interruption or diminution in service hereunder, or any act, omission or circumstance when it is caused by or in consequence of accident to or breakage of pipelines, equipment or machinery, maintenance, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacement, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of the public enemy, war, legal interferences, orders or requirements of any court of competent authority, or government agency, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with Transporter's natural gas supply, or, and without limitation by the foregoing, any other causes beyond reasonable control of Transporter. In every case, Transporter shall exercise diligence to remove any such interference with its service and shall resume such service at the earliest practicable time.

Supplier/Shipper shall not be liable to Transporter for any failure to deliver or receive natural gas hereunder when it is caused by, or in consequence of accident to or breakage of pipelines, equipment or machinery, maintenance, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of the public enemy, war, legal interferences, orders or requirements of any court of competent authority, government agency, or, and without limitation by the foregoing, any other causes beyond reasonable control of Supplier/Shipper. Any such cause or contingency exempting Supplier/Shipper from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Supplier/Shipper of its obligation to pay demand charges, reservation charges, or other amounts owed in accordance with the provisions of the applicable rate schedule. However, Supplier's/Shipper's continuing payment obligation does not include the monthly administrative charge for any month in which no service was provided due to force majeure. In every case, Supplier/Shipper shall exercise diligence to remove any such interference with its delivery or receipt of gas and shall resume such delivery or receipt at the earliest practicable time.

Limitations on Gas Receipts, Transportation and Deliveries. Transporter will use reasonable efforts to give at least four (4) hours' notice to the Shipper/Supplier/Customer in advance of the time reductions in service are to commence. However, when reductions are due to an event of force majeure or due to critical operating conditions, Transporter shall give whatever notice is practicable under the circumstances.

The Shipper/Supplier/Customer is solely responsible for determining the need for and for maintaining any standby fuel installations.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **LIMITATIONS ON OBLIGATIONS - CONTINUED**

**Storage Withdrawals.** Transporter shall not be required to withdraw Gas from storage to serve the load of Shippers/Suppliers/Customers with a lower priority of interruption as defined in the Capacity Curtailment section of these General Terms and Conditions if such withdrawal, in Transporter's reasonable judgment, will impair its ability to serve higher priority requirements during the following 12-Month period.

Transporter has made available to the Casper Division Choice Gas Program Suppliers contract storage service under Tariff Schedule FS-1 but shall not be required to make available contract storage service to any other party.

Notwithstanding the above, Transporter may make storage withdrawals as necessary to respond to emergency situations as required to forestall irreparable injury to persons or property. Such situations include, but are not limited to, space heating of plant offices and heating for minimum plant protection or maintenance.

**Index of Requirements.** Transporter shall prepare and maintain from information provided by Shipper/Supplier/Customer an Index of Requirements which shall show the peak day requirements of each consumer or of each class of consumers, when appropriate, subject to reduction in deliveries under this section based upon end use and served directly or indirectly by deliveries from Transporter included in Priority 1, Priority 2, Priority 3, Priority 4 and Priority 5. Such index shall be prepared in accordance with the procedures contained in the General Terms and Conditions, as amended from time to time, and interpreted in accordance with the priorities as defined therein and the rules stated below:

- 1) The classification of consumers in Priority 5 shall be based on the peak day requirements of the consumers' facilities. Peak day requirements shall mean the maximum volume delivered to the consumer on any day of use by the consumer in the equipment currently in service.
- 2) The requirements of small consumers, such as residential, commercial, small industrial, irrigation, and grain drying, may be grouped by classes.
- 3) Transporter's obligation to deliver gas to any customer shall not exceed its delivery obligation under its service agreement with such customer or any certificate, tariff or other limitation pertaining thereto.

**Demand Charge/Reservation Charge Adjustments.** Any other provisions of this Tariff notwithstanding, if Transporter does not deliver a volume of gas equal to the Contract Demand or Maximum Daily Transportation Quantity of a Shipper as a result of any Curtailments ordered pursuant to the General Terms and Conditions, no reduction or other adjustment shall be made in the monthly demand charge or reservation charge assessed on the Shipper.

**Liability.** Transporter shall have the right, without liability to any Party, to curtail the receipt, transportation or delivery of Gas when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, its pipeline system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum inconvenience to Parties. Except in cases of unforeseen emergency, Transporter shall give advance notice of its intention to so curtail the transportation of Gas, stating the anticipated timing and magnitude of each such Curtailment.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **CAPACITY CURTAILMENTS**

Whenever Transporter's system is unable, for any reason, to receive, transport, or deliver gas to satisfy the needs of all Supplier/Shippers requesting service, all requested firm services will be provided before requested interruptible service.

Before any firm service is interrupted, all interruptible service will have been interrupted.

In the event that a receipt, transportation and delivery capability limitation is applicable only to a specific pipeline, segment or area of the system, and the only receipt, transportation and delivery reductions required relate to that pipeline, segment or area, then the reductions prescribed above may be limited to such pipeline, segment or area.

### **Rankings**

Interruption of gas service for purposes of Capacity Curtailment shall be in accordance with the rankings, from lowest to highest, set forth below:

- 1) For the Casper Division, MCS Park and Loan quantities;
- 2) Imbalance make-up or payback;
- 3) Firm Service authorized overruns and Interruptible Transportation Service;
- 4) Firm services at Secondary Path, Receipt and/or Delivery Points; then
- 5) Firm services at Primary Path, Receipt and/or Delivery Points.

Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all Interruptible Transportation Service Parties and all Firm Service authorized overrun Parties within ranking number 3, Parties receiving service at a lower rate will be curtailed before those Parties receiving service at a higher rate. Should any Parties have equal ranking based on rate paid, available Capacity shall be allocated pro rata based on Confirmed Nominations.

Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all firm service Parties within ranking number 4, which are seeking to deliver or receive gas at secondary points, available capacity shall be allocated pro rata among such Parties based on Confirmed Nominations.

Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all firm service Parties within ranking number 5, available Capacity shall be reduced pro rata based on maximum daily contract quantities. Notwithstanding the foregoing, Transporter may curtail deliveries to the extent practicable granting preference to Firm Services to meet the needs of the Highest Priority uses as shown the Priorities for Interruption of Firm Service below.



**GENERAL TERMS AND CONDITIONS  
TRANSPORTATION**

**CAPACITY CURTAILMENTS – CONTINUED**

**Priorities for Interruption of Firm Service**

**Priority 1 (Highest Priority - Firm Services)**

Requirements of persons using natural gas in a dwelling for residential purposes, including apartment buildings and other multi-unit buildings, and requirements of small commercial consumers (including public and private institutions and local, state, and federal government agencies) having requirements on a peak day of less than five hundred (500) therms for purposes other than those involving manufacturing or electric power generation, including all requirements: 1) in a school, defined as a facility the primary function of which is to deliver instruction to regularly enrolled students in attendance at such facility; 2) in a hospital, defined as a facility the primary function of which is to deliver medical care to patients who remain at the facility, including nursing and convalescent homes; or 3) for police and/or fire protection and in sanitation and correctional facilities.

**Priority 2 (Second Highest Priority - Firm Services)**

Any use of natural gas which has been certified by the Secretary of Agriculture as an essential agricultural use under Section 401(b) of the Natural Gas Policy Act unless the Commission, in consultation with the Secretary of Agriculture determines, by rule or order that the use of an alternative fuel is economically practicable and reasonably available. The definition of "alternative fuel" shall be that stated in 18 CFR 281.303(b) as amended from time to time. Peak day volumes shall be based on current requirements unless such volumes exceed contract or certificate limitations.

**Priority 3 (Third Highest Priority - Firm Services)**

All uses by commercial consumers having requirements on a peak day of five hundred (500) therms or more except for boiler fuel use by commercial consumers having requirements on a peak day of more than three thousand (3,000) therms, and all industrial consumers for feedstock and process needs having requirements on a peak day of not more than five thousand (5,000) therms and for ignition fuel and flame stabilization for boilers when fired by other fuels. An industrial customer requiring gas for ignition fuel and flame stabilization shall not take more gas for this purpose than is required for safe operation of its plant but shall not take more gas on any day than the volume shown in Priority 3 as its peak day requirement.

**Priority 4 (Fourth Highest Priority – Firm Services)**

Essential Industrial Process and Feedstock uses of consumers having a peak day requirement in excess of five thousand (5,000) therms.

Firm service for which there is no end use information or firm service not specified in any other priority.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **SUPPLY DEFICIENCIES AND RELATED OPERATIONAL FLOW ORDERS**

In the case of a Supply Deficiency, Transporter may issue an Operational Flow Order under the General Terms and Conditions of this Tariff, prohibiting Parties from taking gas owned by the Company or other Parties during the period of Supply Deficiency.

Interruption of gas service shall be in accordance with the priorities set forth below:

If a Party is determined to have insufficient gas supplies on Transporter's system to meet its needs or the needs of its customers at any given time, deliveries to that Party or its customers may be interrupted. Interruptions may be made in accordance with the priorities set forth in the General Terms and Conditions of this Tariff to the extent Transporter is reasonably able to do so.

If Transporter determines the shortage of supply is caused entirely by Suppliers but is unable to determine which Supplier(s) has insufficient supplies to meet the needs of its customers, then any or all Suppliers and their customers may be interrupted. Interruptions may be made in accordance with the priorities set forth in the General Terms and Conditions of this Tariff to the extent Transporter is reasonably able to do so.

If Transporter determines the shortage of supply is caused entirely by Shippers but is unable to determine which Shipper(s) is deficient in supplies, then any or all Shippers and their customers may be interrupted. Interruptions may be made in accordance with the priorities set forth in of the General Terms and Conditions of this Tariff to the extent Transporter is reasonably able to do so.

If Transporter is unable to determine which Party or Parties have insufficient supplies to meet their needs or the needs of their customers, then any or all Parties and their customers may be interrupted. Interruptions may be made in accordance with the priorities set forth in the General Terms and Conditions of this Tariff to the extent Transporter is reasonably able to do so.

### **REMEDIES AND COMPLAINTS**

Transporter is not required to perform service under the Transportation Service Agreement on behalf of any Shipper that fails to comply with any and all of the terms and conditions of the Transportation Service Agreement including the applicable rate schedules and these General Terms and Conditions.

The failure of Shipper to timely pay any bill rendered it by Transporter shall be handled in accordance with the General Terms and Conditions of this Tariff.

No provision of these General Terms and Conditions regarding specific remedies shall bar either Transporter or Shipper from asserting any other remedy it may have at law or in equity.

Complaints to the Company shall require the Company to make full and prompt investigations of all complaints. The Company shall retain a record of all such complaints received for a period of three (3) years. The record shall include the name and address of the complainant, the date and character of the complaint, and its resolution.





## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **DULY CONSTITUTED AUTHORITIES**

This Gas Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Service Agreement, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

Each Party's obligations under a Service Agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary.

The Parties recognize that the rates, terms, and conditions for service hereunder may require change from time to time. Accordingly, Transporter's rates, terms and conditions, may from time to time be changed by appropriate lawful processes, including the filing of changed provisions with the Commission. Transporter shall be entitled to collect such changed rate from Shipper commencing with the effective date of such change. Shipper shall be obligated to pay the changed rate, made effective in the manner described above, but nothing herein contained shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.

### **NOTICES**

Except as provided otherwise or as required otherwise in this Tariff, communications between the Parties may be made by EBB posting, e-mail, fax, telephone, instant message text or other mutually agreeable means without subsequent written confirmation, unless written confirmation is requested by either Party hereto. Any notice, request, demand, statement or other formal communication shall only be deemed given when delivered by first class, certified or registered U.S. mail, overnight delivery, courier, facsimile or electronic notice delivery. Such delivery shall: (1) be sent to Transporter at the address specified in the Agreement, or through such electronic means as are available and authorized by Transporter, or to an address otherwise stated in a notice by Transporter to Supplier/Shipper; and (2) be sent to Supplier/Shipper at the address in the Agreement, through electronic notice delivery, or at an address otherwise stated in a notice by Shipper to Transporter. Mailed communications shall be considered delivered when deposited in the United States mail, postage prepaid and registered, addressed to the Post Office address of Transporter or Shipper, or at such other address as either Party shall designate by formal written notice. Notices pursuant to the Limitations on Obligations section of these General Terms and Conditions may be given orally.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **INTERACTIVE WEBSITE OR EBB**

Website/EBB Description. Transporter maintains an interactive website which is available for use by Suppliers/Shippers and other interested parties upon request. The website has both secure and non-secure regions. Information of a general nature is included in the non-secure region, while confidential, shipper-specific data is accessible only through the secure region which requires a logon identification and password. Daily back-up records of information displayed or entered through these web pages are archived and non-secure information is accessible to customers on a non-discriminatory basis. The data will be kept for a three (3) year period, inclusive of both current and archived data.

The non-secure information is primarily comprised of informational postings. Transporter, at its sole option, may add informational sections to these web pages in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Volume Inquiry data and Contract Processing. Logon identification and passwords required to enter the secure region of the website may be obtained per the procedures outlined in the General Terms and Conditions.

Informational Postings and Planning Tools. The types of information available through the Informational Postings section of the website include: (a) information on construction and maintenance projects impacting capacity; (b) imbalance volumes available for trading among Suppliers/Shippers prior to cash out; (c) firm and interruptible rates and fuels; (d) catalog of currently active Receipt and Delivery Points; and (e) general announcements and procedures, including Operational Flow Orders.

Nominations. This feature allows for submittal of all transportation nominations, predetermined allocations and nomination priorities as required in this Tariff.

Volume Inquiry. This feature provides access to reports detailing quantities of total Gas flows and allocated flows, by point and identifier level for contracted point(s). The timing for reporting daily operational allocations after the gas has flowed is typically within two (2) or three (3) Business Days after the end of the Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation. Each Supplier/Shipper and each other entity involved in a transaction at a point will be able to see their total flows at the point and the volumes allocated to or by such Supplier/Shipper or other entity.

Access to Website. Suppliers/Shippers and other interested parties may obtain access to the interactive transactional web pages by contacting a representative of Transporter's Electronic Customer Service Department in Denver, Colorado. Logon identifications, passwords and access instructions will be supplied upon request under the terms and conditions set forth in the General Terms and Conditions. The Internet address for this website is <https://pipelines.blackhillsenergy.com>.

Authority. Users of this website shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access the website shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

Installation. Each Subscriber shall purchase and ensure that lawful installation of the designated commercially available Internet Browser software occurs for each personal computer (PC) from where this website is accessed.



## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **INTERACTIVE WEBSITE OR EBB – CONTINUED**

**Confidentiality.** Certain information contained on this website is confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

**Reliance by Transporter.** Transporter may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through this website. Transporter may correct errors in information entered into this website by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into this web site.

**Access to Confidential Information.** Should a Subscriber require access to confidential information (such as Agreement, points, nomination, volume, or other customer-specific information deemed to be of a confidential nature requiring controlled access), Transporter will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, Transporter will ensure return of a confidential logon code and password within one (1) business week.

**Logon.** A Subscriber's logon identification and password are confidential and are used to identify that Subscriber. A Subscriber shall keep his logon and password confidential. A Subscriber will ensure that only authorized employees and agents of Subscriber will be given Subscriber's logon identification and password and only these authorized persons will be permitted to access this web site on Subscriber's behalf. A Subscriber and its employees and agents will not disclose the Subscriber's logon identification and password to anyone without authority to access this web site for the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or agents for information regarding Subscriber logon identification and password made subsequent to issuance of the original logon identification and password may not be honored without receipt by Transporter of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon identification and password.

**Breach of Security.** A Subscriber shall promptly notify Transporter if there is any indication that a security breach has occurred with regard to Subscriber's logon identification and password. This includes, but is not limited to: (i) loss of confidentiality of logon identification and password; (ii) termination of employment of any authorized employee; or (iii) loss of authority to access this web site by any authorized employee. Such notification shall be made to Transporter's Electronic Customer Service Department.

**Limitation to Access.** A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship.

**Limits of Responsibility.** Transporter shall not be responsible for an omission or failure by Transporter to act or perform any duty requested by a function accessed via this web site if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to Transporter's computer system, power failures, failure of backup systems, or any other event beyond the reasonable control of Transporter.

**Reservation.** Transporter reserves the right to add, modify or terminate website functions at any time subject to compliance with Commission Regulations.

**Agreement by Non-Shipper.** Any Subscriber who is not a Supplier/Shipper under one of the Rate Schedules of this Tariff will be required, as a precondition of access to this website, to sign an agreement with Transporter pursuant to which the Subscriber agrees to be bound by the provisions of this Section.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **INCIDENTAL PURCHASE AND SALE**

Transporter may buy and sell gas in connection with the provisions of all transportation services. Transporter may buy and sell gas to the extent necessary to maintain system pressure, to manage system storage, to replenish any storage retained by Transporter for system operations, to provide adequate storage inventory to support transportation services, to maintain line pack and provide additional line pack for new facilities, to implement the cash out imbalance procedures for transportation service, and to perform other functions of Transporter in connection with transportation services. Nothing herein shall impose on Transporter any obligation to provide a supply function to any Party.

Transporter will sell gas at any point on the system on a non-discriminatory basis. The buying Party will be required to arrange with Transporter the necessary transportation agreements from the point of sale.

### **OPERATIONAL CONTROLS**

When Transporter reasonably determines that its projected system deliverability or operational integrity, including the ability to provide any Shipper or Supplier its firm service entitlement, is threatened or compromised, Transporter shall be authorized to take action to correct such situation as described below. In such event, Transporter shall, to the extent practicable, seek to remedy the situation as provided below; provided, however, that nothing herein shall preclude Transporter from bypassing one or more of the steps described below, if, in Transporter's reasonable judgment, the situation so requires.

**Operational Alerts.** Transporter may issue Operational Alerts, consisting of the following, as applicable:

- 1) A description of the affected portion(s) of the system;
- 2) A description of the condition(s) to be corrected and/or designation of Supplier(s)/Shipper(s) to whom the Operational Alert is addressed and whether by the Operational Alert the Company is declaring a Critical Operating Condition;
- 3) A list of remedial measures which can be voluntarily undertaken by Suppliers/Shippers or any other entities affecting the system to correct the situation. Remedial measures may include, inter alia, the following:
  - Maximizing the balance of Capacity between segments of Transporter's system by shifting inputs or receipts;
  - Changing Receipt Points or Delivery Points;
  - Switching to alternate fuels or other changes in usage;
  - Supplier/Shipper reliance on storage service or other services from other pipelines;
  - Utilizing existing voluntary arrangements for diversions of Gas between Suppliers/Shippers and/or other Parties;
  - Correction of Imbalances; and/or
  - Performing any other voluntary action which would tend to alleviate or forestall the situation.
- 4) Any other information, terms and/or conditions which Transporter deems appropriate.



## **GENERAL TERMS AND CONDITIONS**

### **TRANSPORTATION**

#### **OPERATIONAL CONTROLS – CONTINUED**

Upon issuance of an Operational Alert, Transporter may also take such actions as are within its control and discretion to alleviate or forestall the situation, including invoking the provisions of these General Terms and Conditions. Suppliers/Shippers shall be notified of Operational Alerts via telephone and/or Transporter's Interactive Website, and this shall constitute notice that issuance of an Operational Flow Order ("OFO") may be imminent.

#### **OPERATIONAL FLOW ORDERS**

An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Transporter's system or to maintain operations required to provide efficient and reliable service. If the Company issues an OFO, the system or segments of the system will be deemed to be in a Critical Operating Condition. Transporter shall have the right to issue Operational Flow Orders as specified in this section if such action is required:

- To alleviate conditions which in Transporter's judgment threaten the integrity of Transporter's system;
- To maintain pipeline operations at the pressures required to provide efficient and reliable sales and transportation services;
- To have adequate Gas supplies in the system to deliver on demand;
- To correct imbalances including, at the election of the Company, requiring the immediate cash out of designated Imbalance Quantities;
- To maintain service to all customers and for all services;
- To maintain the system in balance for the foregoing purposes; and/or
- In the event that receipts in a segment of Transporter's system exceed scheduled receipts so that high system pressures back off scheduled receipt quantities, Transporter may issue an OFO to all Supplier/Shippers in the affected segment of the system stating that a high-pressure condition exists. All such Suppliers/Shippers will be required to check their Receipt Points on the affected portion of the system. Those Suppliers/Shippers who are receiving more than their scheduled volumes, or who are otherwise responsible, in whole or in part, for the high-pressure condition, will have four (4) hours in which to make needed adjustments, or be subject to the penalty specified in this section. An OFO issued pursuant to this paragraph will be canceled by Transporter when the high-pressure condition has been corrected and the system imbalances created by the high-pressure condition have been reasonably resolved.

If, in Transporter's judgment, impending operating conditions will cause the delivery pressure to one or more Suppliers/Shippers to drop to a level which could jeopardize system integrity, Transporter may immediately issue an OFO pursuant to this paragraph requiring that deliveries under all Transportation Service rate schedules be made at a uniform hourly rate effective three (3) hours after issuance of the OFO. Failure to comply with such order on a timely basis will subject non-complying Suppliers/Shippers to the penalty specified in this section. If only one segment of Transporter's system is affected by low pressure, the OFO shall be limited to that segment of the system. For the duration of the OFO, increases in scheduled delivery quantities within affected segments of Transporter's system will be made on a prospective basis only.



## **GENERAL TERMS AND CONDITIONS TRANSPORTATION**

### **OPERATIONAL FLOW ORDERS – CONTINUED**

In the event there is a need for Transporter to engage in routine and normal maintenance of the system, to undertake repairs and replacements of lines of pipe, to schedule Department of Transportation compliance activities, to install taps, to make pig runs, to test equipment, or to engage in similar actions affecting the Capacity of any portion of the system, Transporter may issue an OFO(s) pursuant to this paragraph which will contain an estimate of the time, duration, and impact of the activity. This provision is in addition to Limitations on Obligations, of the General Terms and Conditions of this Tariff as an event of force majeure may affect deliveries without triggering the need for an OFO. An order issued pursuant to this paragraph shall be canceled when such planned maintenance or other activities have been completed.

Transporter may, on a non-discriminatory basis, issue such other reasonable OFOs as may be required for the purposes set forth in this section in order to provide the services contemplated in this Tariff.

Before issuing an OFO, Transporter will attempt to identify specific Suppliers/Shippers causing a problem and attempt to remedy those problems. Where operationally feasible, service to Interruptible Suppliers/Shippers will be suspended prior to issuing an OFO curtailing services to Firm Suppliers/Shippers.

Transporter will notify affected Suppliers/Shippers by telephone, email, instant message text and or fax and through Transporter's interactive website at least twenty-four (24) hours prior to the implementation of an OFO; provided, however, that a shorter notice period may be given where action must be taken to protect the integrity of the system. Such notice shall include, but not be limited to: (1) identification of the Parties subject to the OFO; (2) the time the OFO will become effective; (3) the estimated duration of the OFO; (4) the triggering Tariff provision which is the basis for the OFO; (5) whether Transporter is over- or under-delivered; (6) whether actual net receipts need to be equal to or greater than actual deliveries, or actual deliveries need to be equal to or greater than actual net receipts; (7) whether authorized overruns are acceptable; and (8) a twenty-four (24) hour contact number for the Transporter during the duration of the OFO.

Where an OFO is issued pursuant to this section and made effective on less than twenty-four (24) hours' notice, Transporter will provide affected Suppliers/Shippers with a detailed explanation, with all relevant information specific to the individual situation, to justify issuance of the OFO.

Upon issuing an OFO, Transporter shall notify all affected Suppliers/Shippers by e-mail, telephone, instant message text and/or on Transporter's interactive website. Suppliers/Shippers must notify Transporter of the name and telephone number of a person who will be available on a twenty-four (24) hour basis to receive notice of the issuance of an OFO. Transporter will give a twenty-four (24) hour phone number in the notice.





## **GENERAL TERMS AND CONDITIONS**

### **TRANSPORTATION**

#### **OPERATIONAL FLOW ORDERS – CONTINUED**

If an OFO is issued, Transporter will direct one or more Suppliers or Shippers to adjust receipts and/or deliveries at specific point(s) on Transporter's system. Transporter reserves the right to request holders of firm Capacity under the Choice Gas Program Supplier Terms or the Firm or Interruptible Transportation Service Rate Schedules of this Tariff to use their Primary Receipt Point(s) or Primary Delivery Point(s) to maintain the integrity of the system.

On any Day that an Operational Flow Order is in effect, all quantities tendered on an individual Service Agreement basis to Transporter by Supplier/Shipper and/or taken by a customer on a daily basis in violation of the Transporter's Operational Flow Orders shall constitute unauthorized receipts or deliveries for which a charge of \$25.00 per Dth shall be assessed. With respect to quantities tendered or taken on a daily basis in violation of an OFO, Supplier/Shipper also shall be assessed a cash out charge equal to the highest spot gas price listed in *Platts Daily Price Survey* Midpoint Gas Price relative to CIG, Rockies; Cheyenne Hub; NGPL, Midcontinent; and Northern Bdr., Ventura TP, applicable to the "Rockies" (Rocky Mountain) region, for the Day that the unauthorized deliveries occurred; provided that said unauthorized deliveries shall be excluded from the determination of an offending Shipper's Imbalance for the Monthly Billing Period. Suppliers/Shippers will be exempt from penalties or Imbalances that result from complying with an OFO. Upon an OFO becoming effective, as specified in the OFO or as provided in this section, Suppliers/Shippers, Transporting Pipelines, and other Parties shall be permitted the time stated in the OFO, or such lesser time as is required to protect the integrity of the Transporter's system, to make adjustments in compliance with the OFO(s). If the customer, Transporting Pipeline, or other Party adjusts its tenders or takes within such notice period, then no charge, as provided for herein, shall be assessed.

Compliance with OFOs and the other terms and conditions of this Tariff is essential to providing deliveries and services under all rate schedules. A failure by one or more Suppliers/Shippers to comply with an OFO may affect Transporter's ability to provide such deliveries and services. Suppliers/Shippers failing to comply with an OFO may be held accountable, either directly or as a third-party defendant, for any damages so caused to other Suppliers, customers, Shippers and/or to Transporter. In such event, and in addition to other remedies available under this Tariff and applicable law, Transporter shall have no liability or responsibility for its inability to provide services under the affected rate schedules or Service Agreements and will be indemnified and held harmless by the offending Supplier(s)/Shipper(s) against any claim relating to such failure to provide deliveries and services. Payment of any penalties pursuant to this Tariff for such non-compliance shall not be construed in any way to entitle Supplier/Shipper to engage in such actions, nor shall such payments be considered as relieving such Supplier/Shipper of its responsibilities under this section.

Upon issuance of an OFO, including a Supplier-specific OFO or Shipper-specific OFO, the Company may require Shippers and/or Choice Gas Program Suppliers to source their gas from specified locations on any given gas day.





## GENERAL TERMS AND CONDITIONS TRANSPORTATION

### **UNAUTHORIZED GAS – POINT OPERATORS**

Unauthorized gas is gas which has not been scheduled and confirmed at a receipt or delivery point except for gas associated with a Choice Gas Program contract up to its MDTQ at a primary point. Transporter will notify point operators by approximately the fifteenth (15th) day of each month of their level of unauthorized gas for the preceding month.

Unauthorized Receipts – Point Operators. Any point operator that delivers unauthorized natural gas onto Transporter's system will be given thirty (30) days from the date Transporter provides notice to the point operator that such gas has been received, and to deliver it off Transporter's system or identify the associated Supplier/Shipper of gas, otherwise it will become the property of Transporter at the end of the thirty (30) day period. Such gas shall be treated as an operator overrun. Receipt gas treated as an operator overrun will be deemed to have used Transporter's facilities. If the point operator has a current transportation service agreement(s), the point operator will be charged at the highest rate under that agreement(s). If the point operator does not have a transportation service agreement, the point operator will be charged the highest Interruptible Transportation rate in Transporter's Tariff, unless otherwise agreed to in writing. If the party who delivered such gas onto Transporter's system is not identified, the gas will become the property of Transporter thirty (30) days after it was noticed.

Unauthorized Deliveries – Point Operators. When unauthorized natural gas is taken from Transporter's system by a point operator, such gas shall be treated as an operator overrun. Delivered gas treated as an operator overrun will be deemed to have used Transporter's facilities. If the point operator has a current transportation service agreement(s), the point operator will be charged at the highest rate under that agreement(s). If the point operator does not have a transportation service agreement(s), the point operator will be charged the highest Interruptible Transportation rate in Transporter's Tariff and Transporter shall sell the operator overrun gas to the point operator at 150% of the Spot Index Price, as defined in the Firm and Interruptible Transportation Service Rate Schedule for the month in which the operator overrun gas is taken, unless otherwise agreed to in writing.

If point operator delivers or takes Unauthorized gas during an OFO period, point operator will be subject to the OFO penalty in addition to the charges described in this Section.



FORM OF REQUEST FOR TRANSPORTATION SERVICE  
AND/OR MARKET CENTER SERVICES

DATE: \_\_\_\_\_

SHIPPER INFORMATION

Complete Legal Name of Shipper: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_ For Billing: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

For Notices: For Scheduling or Volume Information:

(Include street address for express service)

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Shipper is: \_\_\_\_\_ Producer

\_\_\_\_\_ End-User

\_\_\_\_\_ Marketer

\_\_\_\_\_ Other (specify) \_\_\_\_\_

Name and full title of Office or General Partner who will execute the written Transportation Service Agreement and/or Market Center Services Agreement with Transporter (If signatory person is not an officer, please provide written authorization for signature.)

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

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

If person requesting service(s) is an agent of Shipper, please provide an executed Agency Agreement in the form included in this Tariff and complete the following:

Legal Name of Principal: \_\_\_\_\_

Which is a(n)

\_\_\_\_\_ Local Distribution Company \_\_\_\_\_ Intrastate Pipeline

\_\_\_\_\_ Interstate Pipeline \_\_\_\_\_ Producer

\_\_\_\_\_ End User \_\_\_\_\_ Marketer

\_\_\_\_\_ Other (specify) \_\_\_\_\_



FORM OF REQUEST FOR TRANSPORTATION SERVICE  
AND/OR MARKET CENTER SERVICES- CONTINUED

SHIPPER INFORMATION

Type of Service(s) Requested:

Firm Transportation \_\_\_\_\_  
Interruptible Transportation \_\_\_\_\_  
Interruptible Market Center Services \_\_\_\_\_

Maximum Daily Distribution Quantity \_\_\_\_\_  
Estimated Annual Volume \_\_\_\_\_

Requested term of service(s):

Initial delivery date: \_\_\_\_\_

Termination date: \_\_\_\_\_

Requested Credit Limit(s), if applicable: \_\_\_\_\_

Shipper has executed Form of Credit Application: Yes \_\_\_\_\_ Date: \_\_\_\_\_ No \_\_\_\_\_

Transportation under Section 311 of the NGPA: If Transportation is pursuant to Section 311 of the Natural Gas Policy Act of 1978, Shipper shall designate the "on-behalf-of party" and shall attach a completed "on-behalf-of letter" if required.

Certification Statement: Shipper has, or will have, at the time gas is transported; title to the gas to be tendered to Transporter or Shipper has, or will have, at the time gas is transported, a legal right to tender gas to Shipper.  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Are additional or new facilities required for the Company to receive or deliver gas for the distribution service(s) requested herein?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Type

RECEIPT POINT INFORMATION FOR TRANSPORTATION SERVICE

On the attached Exhibit A, please list the name, precise legal location, the maximum daily receipt quantity in Dth being requested, and the heating value of the gas in Btu for each receipt point listed. If requesting a proposed receipt point, include a field contact, telephone number and a billing name and address for the cost of installation.

DELIVERY POINT INFORMATION FOR TRANSPORTATION SERVICE

On the attached Exhibit B, please list the name, precise legal location, the maximum daily distribution quantity in Dth being requested, the state(s) in which the delivered gas will be consumed, the end use for the gas.



FORM OF REQUEST FOR TRANSPORTATION SERVICE  
AND/OR MARKET CENTER SERVICES - CONTINUED

AFFILIATE INFORMATION

The name(s) of End Users: \_\_\_\_\_  
\_\_\_\_\_

State any affiliation between Transporter and any of the following parties to this transaction:

	Yes	No	If Yes, Name
Shipper	_____	_____	_____
End User	_____	_____	_____
Supplier	_____	_____	_____
Other*	_____	_____	_____

\*Describe involvement \_\_\_\_\_  
\_\_\_\_\_

If there is any affiliation between Shipper and Transporter, does the cost of gas to the affiliated marketer exceed the price received for the sale of gas by the affiliated marketer after deducting associated costs, including those incurred for distribution transportation (i.e., is the gas being sold at a loss?):

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ Don't Know

If so, by what amount? \_\_\_\_\_ per Dth

If this information is not known, it must be supplied as soon as possible.



FORM OF REQUEST FOR TRANSPORTATION SERVICE  
AND/OR MARKET CENTER SERVICES - CONTINUED

Shipper understands that this request form, complete and unrevised as to format, must be received by the Transporter before the request will be accepted and processed. Shipper further understands that Transporter is a local distribution Company subject to the regulations of the Wyoming Public Service Commission ("Commission"). Shipper hereby agrees to pay Transporter's currently effective rates applicable for the requested service(s) and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for the Commission's filing fees upon receipt of an invoice therefor.

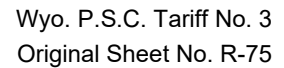
Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

Telephone Number \_\_\_\_\_





FORM OF REQUEST FOR TRANSPORTATION SERVICE  
AND/OR MARKET CENTER SERVICES - CONTINUED

EXHIBIT B  
DELIVERY POINTS FOR TRANSPORTATION SERVICE

NAME	LEGAL LOCATION	MAXIMUM DAILY DELIVERY (1) In Dth/d	STATES WHERE GAS IS CONSUMED	END USE

TOTAL (2) \_\_\_\_\_

- (1) The maximum daily delivery volume at any delivery point must not exceed the gas volume available to Shipper at that point.
- (2) The total must not exceed the Maximum Daily Distribution Quantity, less the FL&U Reimbursement Quantity.

For additional delivery points, attach another sheet.





FORM OF TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULE)

This Transportation Service Agreement ("Agreement"), is made and entered into between Black Hills Wyoming Gas, LLC ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the premises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Transportation Service Rate Schedule and Transporter's General Terms and Conditions, Transporter agrees to receive, distribute and deliver thermally equivalent volumes of gas, adjusted for the Fuel Reimbursement Quantity, up to the Maximum Daily Transportation Quantity (MDTQ).

ARTICLE II - TERM OF AGREEMENT

This Agreement shall become effective and continue in effect as set forth herein. If renewable, following the primary term, this Agreement may be terminated by either party upon written notice.

ARTICLE III - RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Transportation Service Rate Schedule and as the same may be revised or changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Transportation Service Rate Schedule and of Transporter's General Terms and Conditions on file with the Wyoming Public Service Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.



FORM OF TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULE) - CONTINUED

ARTICLE IV - RECEIPT POINT(S) AND DELIVERY POINT(S)

Natural gas to be received by Transporter for the account of Shipper hereunder shall be received at or near the point(s) of receipt as set forth on Appendix A.

Natural gas to be delivered by Transporter for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s) at or near the point(s) specified in Appendix A.

Additional information concerning receipt and delivery points is set forth on Appendix A to this Agreement, which are incorporated herein by reference.

ARTICLE V - QUALITY

All natural gas tendered for transportation to Transporter for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may refuse to receive on a non-discriminatory basis any gas for transportation, which does not meet such quality specifications.

ARTICLE VI - PROCESSING

Transporter shall have the right to process, or cause to be processed, gas received from Shipper, and title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to Transporter at no cost, and Shipper shall hold Transporter harmless and free and clear of adverse claims.

ARTICLE VII - ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.



FORM OF TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULE) - CONTINUED

ARTICLE VIII - INTERPRETATION AND MODIFICATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Wyoming.

This agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.

ARTICLE IX - AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective it shall supersede and cancel any other Transportation Service Agreements between the parties for the same service.

ARTICLE X - CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.



FORM OF TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULE) – CONTINUED

ARTICLE XI – SPECIFIC INFORMATION

Transportation Service Agreement between Black Hills Wyoming Gas, LLC (“Transporter”) and  
\_\_\_\_\_ (“Shipper”).

Contact Number: \_\_\_\_\_

Contract Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Primary Term From: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

Renewal Term: ☐ Month to Month ☐ Other: \_\_\_\_\_

\_\_\_\_\_ Termination Notice

**Transporter:** Black Hills Energy  
1515 Arapahoe Street, Tower 1, Suite 1200  
Denver, CO 80202  
Attn: Shipper Services  
Telephone: 800.232.1850  
Email: bhuhscheduling@blackhillscorp.com

**Shipper:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Transportation Service: ☐ On-System Firm Transportation  
☐ Off-System Firm Transportation  
☐ Off-System Interruptible Transportation

Maximum Daily Transportation Quantity: \_\_\_\_\_ Dth per day

The rate charged will be the maximum distribution transportation rate unless otherwise agreed to in writing.

Effective Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the parties with execution authority.

**Transporter:** Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

**Shipper:** \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM OF TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULE**

**APPENDIX A**

Between Black Hills Wyoming Gas, LLC ("Transporter") and \_\_\_\_\_ ("Shipper")

Contract Number \_\_\_\_\_

MDRQ:		
Effective Period:		
Point of Receipt—Primary (P) or Secondary (S)	Meter No.	Maximum Daily Receipt Quantity (MDRQ) (Dth/d)

MDDQ:		
Effective Period:		
Point of Delivery—Primary (P) or Secondary (S)	Meter No.	Maximum Daily Delivery Quantity (MDDQ) (Dth/d)

Primary Path MDTQ			
Effective Period:			
Segment	Upstream Segment	Flow Direction Forward Haul (F) or Back Haul (B)	Maximum Daily Delivery Quantity (MDDQ) (Dth/d)

This Appendix A supersedes and cancels any previously effective Appendix A to this Transportation Service Agreement.

Effective Date: \_\_\_\_\_

**Transporter:** Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

**Shipper:** \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS)

Master MCS Agreement #:

By and between

Black Hills Wyoming Gas, LLC

And

\_\_\_\_\_  
(Shipper or requestor)

State of Incorporation: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Primary Term Ending: \_\_\_\_\_ and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days' written notice. Each MCS Transaction Request as discussed more fully herein and in the Rate Schedule of the Tariff will also state its own separate primary term.

Credit Application Received \_\_\_\_\_ Approved \_\_\_\_\_

Pre-granted Credit Quantity and/ or Amount: \_\_\_\_\_. Transporter may not allow any quantities to be parked or loaned or wheeled or transferred under any MCS Transaction Request once such Credit Amount has been exhausted.

1. SERVICE HEREUNDER: Upon Shipper's request, Transporter may on any day and on an interruptible basis (a) hold (Park) the quantity nominated from Shipper at the Park Point(s), hold the nominated Parked quantity for the specified period and Unpark such quantity at the original Park Point(s) or at a Wheeling or Transfer Point(s) as specified in the MCS Transaction Request or (b) advance (Loan) the quantity nominated from Shipper at the Loan Point(s) and accept Loan Payback of such quantity at the original Loan Point(s) or at Transfer Point(s) as specified in the MCS Transaction Request.



FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS) - CONTINUED

2. RATES:

- 2.1 Shipper shall pay Transporter for all services rendered hereunder at the rates specified in the Exhibit(s) to the MCS Service Agreement incorporated hereunder or, if no rates are specified in such Exhibit(s) then Shipper shall pay Transporter for all services rendered hereunder at the maximum rates for such services set forth in this Tariff.
- 2.2 The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed under Transporter's Rate Schedule MCS and as the same may be revised or changed for that service unless Shipper and Transporter have otherwise agreed in writing.
- 2.3 The rates charged Shipper for services hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.
- 2.4 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule MCS and of Transporter's General Terms and Conditions on file with the Wyoming Public Service Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

3. POINTS OF RECEIPT AND DELIVERY:

Shipper may nominate from the Park or Loan Point or pool which shall be listed on Shipper's MCS Transaction Request.

4. TRANSACTION REQUEST: The MCS Master Service Agreement will be supplemented with a MCS Transaction Request for each individual Parking, Loaning, Wheeling or Transfer action. Each MCS Transaction Request will be posted as a new Exhibit to the MCS Master Service Agreement and such transaction will not require any amendment to the Master Agreement. Each MCS Transaction Request will include the stated quantity to be Parked, Loaned, Wheeled, Transferred, Unparked or Loan Payback, the point of Parking, Loaning, Wheeling or TTT, the Transaction Rate(s) including specificity on each associated rate type and the primary term of the parking or loaning Transaction Request period.

5. CERTIFICATIONS:

By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be Parked, Loaned, Transferred or Wheeled by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter or deliveries from Transporter.

6. BILLING AND PAYMENT:

Bills will be rendered, and payments shall be due in accordance with the General Terms and Conditions of the Tariff.





FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS) - CONTINUED

7. NOTICES AND COMMUNICATION

All notices and communications with respect to this MCS Agreement shall be in writing by mail, e-mail, fax, or by telephone, or other means agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to.

8. DEFAULT

If either party shall fail to perform any of the covenants or obligations imposed upon it by this Agreement, then in such event the other party may, at its option, terminate this Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default, stating specifically the cause for terminating this Agreement, and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) calendar days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the termination notice, and if within said thirty (30) calendar days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and this entire Agreement shall continue in full force and effect. In the case the party in default does not remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty (30) calendar days, then this Agreement shall become null and void from and after the expiration of said period.

9. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

10. MISCELLANEOUS

No waiver by either party to this MCS Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

11. GOVERNING LAW AGREEMENT

Any controversy between the parties arising under this MCS Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Wyoming.



FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS) - CONTINUED

AGREED TO BY:

The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

Transporter:  
1515 Arapahoe Street, Tower 1, Suite 1200  
Denver, CO 80202  
Attn: Shipper Services  
Telephone: 800.232.1850  
Email: [bhuhgasscheduling@blackhillscorp.com](mailto:bhuhgasscheduling@blackhillscorp.com)  
By: \_\_\_\_\_

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

Shipper: (Shipper's Name and Address)

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

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

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



FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS) - CONTINUED

EXHIBIT No. \_\_\_\_\_

Shipper must execute or have previously executed a currently effective Market Center Services Agreement and completed a Credit Application with Transporter before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the MCS Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule MCS or any superseding rate schedule, and all applicable Transporter conditions which are in effect during the term of this Exhibit.

Each Transaction Request requires a separate Exhibit Number.

Service under Rate Schedule MCS is only available to Shippers at the Park Points and Loan Points that Transporter posts on its interactive Electronic Bulletin Board (EBB) and only so long as Shipper has available credit, as determined by Transporter.

Each Transaction Request Exhibit may be displayed in chart or spreadsheet format.

Shipper Name: \_\_\_\_\_ Master MCS #: \_\_\_\_\_

Transaction Date: \_\_\_\_\_ Transaction Confirmation #: \_\_\_\_\_

Transaction Type: ☐ Park  
☐ Loan  
☐ Wheel  
☐ Transfer

Park or Loan Period as applicable: \_\_\_\_\_ to \_\_\_\_\_.

If gas is not Unparked or Loan Payback or Wheeled or Transferred as agreed with Transporter's Shipper by this end date, Transporter shall exercise its rights to this gas, as provided for under the MCS Rate Schedule and under the General Terms and Conditions of this Tariff.

Applicable Rate Schedule: \_\_\_\_\_

Total Transaction Quantity: \_\_\_\_\_ Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

Other Terms and Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FORM OF MARKET CENTER SERVICES AGREEMENT (MCS)  
(APPLICABLE TO RATE SCHEDULE MCS) – CONTINUED

EXHIBIT No. \_\_\_\_\_

Dates of Service		Daily Quantity (Dth)					
		Park or Loan Point			Unpark or Loan Payback Point		
From	Through	Point	Minimum	Maximum	Point	Minimum	Maximum

Rates (indicate each as applicable to Transaction Request negotiation):

On Daily Ending Balance: Rate: \_\_\_\_\_ (1)  
Term: From: \_\_\_\_\_ Through: \_\_\_\_\_  
On Daily Park, Unpark, Loan, Loan Payback, Wheeling, or Transfer Transaction Activity:  
Rate: \_\_\_\_\_ (1)  
Service: \_\_\_\_\_  
Term: From: \_\_\_\_\_ Through: \_\_\_\_\_  
Rate: \_\_\_\_\_ (1)  
Service: \_\_\_\_\_  
Term: From: \_\_\_\_\_ Through: \_\_\_\_\_

Note (1): If applicable to discounted contract rates, although the discounted contract rates are stated individually above, the agreement provides for a total effective MCS unit charge and resulting associated amount based on the Transaction Request volume and the Transaction Request term. At any time during the Transaction Request Term, Transporter may adjust the stated rate component(s) as required, so long as the component change results in maintaining value of the original agreement and so long as each modified rate component remains within the minimum and maximum posted Tariff rates.

Shipper Electronic Confirmation and Transporter Acceptance / Authorization:

Shipper will confirm Shipper's agreement to the terms and conditions described in the Exhibit by returning two executed originals of this Exhibit to Transporter. The transaction described in this Exhibit will be accepted and authorized upon Transporter's counter execution of this Exhibit and Transporter shall communicate acceptance of this by sending a copy of the fully executed Transaction Request to Shipper.

AGREED TO BY:

The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

Transporter:  
1515 Arapahoe Street, Tower 1, Suite 1200  
Denver, CO 80202  
Attn: Shipper Services  
Telephone: 800.232.1850  
Email: [bhuhgasscheduling@blackhillscorp.com](mailto:bhuhgasscheduling@blackhillscorp.com)

Shipper: (Shipper's Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

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

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



FORM OF CREDIT APPLICATION

**Shipper Information:**

Legal Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

**Type of Entity:**

☐ Corporation

☐ Partnership

☐ Limited Liability Corporation

☐ Limited Partnership

☐ Sole Proprietorship

☐ Other / Specify

**Number of Years in Business:** \_\_\_\_\_

**Three Principal owners, stockholders, partners, or officers of Shipper:**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



FORM OF CREDIT APPLICATION - CONTINUED

**If Shipper is a wholly-owned subsidiary, please list name and address of parent company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Is parent company responsible for subsidiary debt?**

☐ Yes

☐ No

If yes, furnish documentation.

**Please furnish one bank reference:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Fax: -  
Account Type: -  
Account #: -

**Please furnish two business credit references:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Fax: -  
Account Type: -  
Account #: -

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Fax: -  
Account Type: -  
Account #: -



FORM OF CREDIT APPLICATION - CONTINUED

**Is Shipper:**

- Operating under federal bankruptcy laws? ☐ Yes ☐ No
- Operating subject to pending liquidation or regulatory proceedings that would cause a substantial deterioration of Shipper's financial position? ☐ Yes ☐ No
- Operating subject to any collection lawsuits or outstanding judgments that would affect Shipper's ability to remain solvent? ☐ Yes ☐ No
- Owing any overdue amounts to Black Hills Energy? ☐ Yes ☐ No
- On a credit watch list of any credit rating agency? ☐ Yes ☐ No
- Electing to pre-pay anticipated charges for service? ☐ Yes ☐ No

Please enclose copies of Shipper's audited financial statements (to include at least two most recent years on an annual basis and three most recent monthly or quarterly statements), annual reports, or other reports to regulatory agencies, or any reports from credit reporting agencies. Please attach copies of Shipper's two most recent annual SEC Form 10-K, if applicable.

**Amount of Total Credit Requested:** \_\_\_\_\_. Shipper acknowledges that Transporter may refuse to schedule quantities under an executed agreement that exceed the approved credit limit.

**Net Worth:** \_\_\_\_\_

**Requested Service (check all that apply):**

- ☐ Firm Transportation Service
- ☐ Interruptible Transportation Service – Off-system only
- ☐ Interruptible Market Center Services – Rate Schedule MCS

**Please provide anticipated commencement date for requested service(s):** \_\_\_\_\_



FORM OF CREDIT APPLICATION - CONTINUED

**Maximum credit limit requested by Shipper related to Imbalance Quantities: \$\_\_\_\_\_.**

Shipper acknowledges that Transporter may refuse to schedule quantities under an executed agreement if Shipper has Imbalance Quantities that exceed the approved credit limit.

Incomplete applications shall be declined.

Shipper is responsible for becoming familiar with Transporter's Tariff, including Billing and Payment section(s).

The undersigned applicant certifies that the information on this credit application is accurate and correct as of the date of the application. Once this application is signed, it authorizes Transporter to obtain or exchange any credit or financial information that may be requested with the applicant listed and credit references. Shipper has the obligation to inform Transporter of a material change in Shipper's credit quality.

If credit is approved by Transporter, payment terms shall be indicated in Transporter's Tariff. Invoices that are not paid within these terms may result in Shipper being placed on a cash advance basis and/or having transactions suspended until the entire balance is paid. Transporter reserves the right to require an irrevocable letter of credit, other credit assurance or deposit before extending credit to Shipper; Shipper shall be notified if such an instrument is required. To avoid delays, Shipper must ensure that its credit is approved before any transactions are scheduled. Information provided on this application shall be held in the strictest of confidence and shall be used only by Transporter in making a credit evaluation.

All invoices not paid in accordance with Transporter's Tariff may be assessed a late payment service charge of the maximum amount allowed by the Tariff or applicable law. In the event the applicant becomes delinquent in the payment of invoices, the applicant agrees to reimburse Transporter for all collection costs, legal fees and court costs, if not prohibited by law, that are incurred in the collection process. State law may forbid the disclosure of financial information by a firm without the written consent of its customer. Therefore, the following consent is provided: I hereby authorize disclosure of financial information by all references listed on the credit application to Transporter. The applicant has read and agrees to all terms and conditions appearing on this form.

**The individual signing this Credit Application on behalf of Shipper represents and warrants that he or she is an officer of Shipper or otherwise possesses the requisite authority to do so and thereby bind Shipper to this Credit Application, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_





### FORM OF AGENCY AGREEMENT

The undersigned, by and on behalf of \_\_\_\_\_  
("Shipper/Supplier"), having a mailing address of \_\_\_\_\_, hereby  
designates \_\_\_\_\_ ("Agent"), having a  
mailing address of \_\_\_\_\_, as its agent, with  
full authority to act on its behalf in performing certain of Shipper's/Supplier's responsibilities, as specified  
below, under the following agreements, by and between Black Hills Wyoming Gas, LLC ("Transporter") and  
Shipper/Supplier, as applicable (each, an "Agreement"; collectively, the "Agreements"):

☐ Choice Gas Program Service Supplier Participation Agreement No. \_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_; and Firm Choice Gas Program Storage Service\* (Tariff Schedule FS-1) Agreement No. \_\_\_\_\_,  
dated \_\_\_\_\_, \_\_\_\_\_

☐ Firm Transportation Service Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

☐ Interruptible Transportation Service Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

☐ Master Market Center Services (MCS) Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

\* Shipper/Supplier holding both Choice Gas Program Service and FS-1 in the Casper Division shall  
designate a common agent for both services.

1. Shipper/Supplier authorizes Agent to act on its behalf in managing the following functionalities of  
Shipper's/Supplier's service(s) on Transporter's system under the above-referenced Agreement(s):

Select all requested levels of functionality that shall apply:

Description	View	Update	None
Nominations			
Notices			
Invoices			
Imbalance and In-Ground Storage Trading			
Park, Loan, Wheel, and Title Transfer (MCS) Activity			
Request Amendment of above-referenced Agreement(s)			
Allocated Quantity Inquiry under Agreement(s)			
Request Rates and Other Terms and Provisions			
Location Measurement (for operator agents only)			
Location Confirmation (for operator agents only)			



FORM OF AGENCY AGREEMENT - CONTINUED

1. In the event that Agent or Shipper/Supplier fails to make timely payment for service(s) provided by the Transporter in accordance with the above-referenced Agreement(s), or otherwise is in default under Transporter's Tariff, this Agency Agreement may be revoked by Transporter and all service(s) provided shall be subject to termination in accordance with Transporter's Tariff. If such termination of service is a result of Agent's failure to make payment, Shipper/Supplier shall not be entitled to continued service, regardless of whether Shipper/Supplier has made payment to Agent, until Transporter receives full and complete payment or satisfactory payment arrangements between Shipper/Supplier and Transporter have been made as determined by Transporter. Shipper/Supplier shall be solely liable for all payments due and owing to Transporter for all services provided by Transporter under the above-referenced Agreement(s). Upon termination of this Agency Agreement, Shipper/Supplier shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the above-referenced Agreement(s).
2. Transporter may rely on communication from Agent for all purposes. Communications by Transporter to Agent shall be deemed notice to Shipper/Supplier.
3. Agent and Shipper/Supplier acknowledge and agree that this Agency Agreement may be revoked by Transporter or the above-referenced Agreement(s) between Transporter and Shipper/Supplier may be suspended or terminated by Transporter in accordance with Transporter's Tariff. Regardless of such revocation, suspension or termination, Shipper/Supplier shall continue to honor any commitments made by Agent to Transporter on its behalf for the period that the Agency Agreement was in effect. Any Imbalances attributable to Shipper/Supplier upon such revocation, suspension or termination shall be determined and resolved in accordance with Transporter's Tariff.
4. All obligations of Shipper/Supplier and Agent to Transporter herein with respect to the service(s) provided by Transporter under the above-referenced Agreement(s) shall survive termination of this Agency Agreement.
5. Agent and Shipper/Supplier acknowledge and agree that Transporter is a third-party beneficiary to this Agency Agreement. Transporter shall provide consent to this Agency Agreement as is indicated by the signature(s) below.



FORM OF AGENCY AGREEMENT - CONTINUED

6. This Agency Agreement shall become effective on \_\_\_\_\_, 20\_\_, and shall end on \_\_\_\_\_, 20\_\_. The minimum term of this Agency Agreement shall be a term of one (1) Month ("Minimum Term"). This Agency Agreement must start on the first Day of a Month and must end on the last Day of a Month. If no end date is specified herein, then upon expiration of the Minimum Term, this Agency Agreement shall automatically renew for successive one (1)-Month periods, unless either party provides the other party with at least thirty (30) calendar days' written notice of its intent not to renew.
7. This Agency Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AGREED TO BY:

**The individual signing this Agency Agreement on behalf of Shipper/Supplier and Agent, as applicable, represents and warrants that he or she is an officer of Shipper/Supplier or Agent, as applicable, or otherwise possesses the requisite authority to do so and thereby bind Shipper/Supplier or Agent, as applicable, to this Agency Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

\_\_\_\_\_  
(Shipper/Supplier)

\_\_\_\_\_  
(Shipper's/Supplier's Agent)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

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

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

**CONSENTED TO BY TRANSPORTER:**

1515 Arapahoe Street, Tower 1, Suite 1200  
Denver, CO 80202  
Attn: Shipper Services  
Telephone: 800.232.1850  
Email: [bhuhgasscheduling@blackhillscorp.com](mailto:bhuhgasscheduling@blackhillscorp.com)

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

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



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT

THIS Choice Gas Program Service Supplier Participation Agreement ("Agreement") is made and entered into to be effective the day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Supplier"), and Black Hills Wyoming Gas, LLC ("Black Hills Energy" or "Company").

WITNESSETH:

WHEREAS, Black Hills Energy, a regulated natural gas public utility, offers a Choice Gas Program Service program subject to the laws, rules and regulations of the state of Wyoming whereby utility customers may choose their gas commodity Supplier; and

WHEREAS, Supplier desires to provide firm natural gas commodity supply service in accordance with the terms and conditions of the Choice Gas Program Service program and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Participation: Supplier agrees to participate in Black Hills Energy's Choice Gas Program Service ("CGPS") program and to be bound by the provisions of this Agreement and all applicable Tariff provisions, rules, regulations, or orders of the Wyoming Public Service Commission ("PSC"); provided that nothing in this Agreement shall be construed to subject Supplier to regulation as a public utility under Wyoming law. Supplier shall offer firm gas supply to qualified end-use customers participating in the CGS program who are connected to Black Hills Energy's system located within certain designated Black Hills Energy Service areas in Wyoming ("customers").
2. Registration Fee: Suppliers, including Black Hills Energy, shall pay an initial registration fee of \$2,500. Black Hills Energy shall retain \$2,500 of this fee to help defray costs associated with the supplier selection process.
3. Minimum Customer Level: In order to qualify as a Supplier under the Choice Gas Program Service, Supplier must achieve a minimum customer level of at least 100 customers (meters) or 50,000 Dth annual projected customer sales. The total number of participating Suppliers, however, shall be limited to 10 Suppliers.

If a Supplier does not meet the minimum customer quantity on June 1st of the initial year, Black Hills Energy may disqualify the Supplier from participating in the following year. If a supplier is disqualified, Black Hills Energy will notify Supplier that the Supplier is ineligible by November 30th of the initial year. Continuing Suppliers will have the option to notify Black Hills Energy of their binding intent to be assigned all customer's being served by the ineligible Supplier and the Supplier requesting assignment will provide updated evidence of qualification as provided for in this paragraph. Black Hills Energy will provide continuing Suppliers with information on any multi-year pricing options offered by the ineligible Supplier. To be eligible for assignment, the continuing Supplier(s) must agree to honor any multi-year pricing options offered by the ineligible Supplier. Black Hills Energy will select the Supplier to receive assignment on a first come basis for qualifying continuing Suppliers. If no Suppliers request assignment, Black Hills Energy will notify the affected customers that the Supplier is no longer eligible to participate in the Choice Gas Program and as a result, the customer(s) will be required to remit a new ballot for subsequent program year(s).



**FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED**

If required by law or regulations, Supplier first must obtain a Competitive Natural Gas Provider certificate or other authority in order by November 1st of the preceding year to be deemed eligible to participate in the Choice Gas Program beginning the following June 1st. If such certificate or authority is received by the November 1st deadline, Supplier currently in the program will be considered a continuing Supplier. New Suppliers and current Suppliers missing the deadline will be considered based on a first date received basis.

Supplier must confirm annually that it is qualified to conduct business within the state of Wyoming as a Shipper Supplier in Black Hills Energy's Choice Gas Program, and that it continues to be certified or otherwise in good standing before the Public Service Commission governing Black Hills Energy's Gas Choice Program. Upon request of Black Hills Energy, Shipper shall provide copies of certificates or other official communication and authority affirming a Shipper's continued "good standing" and "qualification" from the Commission.

4. **Warranty and Supplier Qualification:** Supplier warrants that it shall enter into firm gas supply purchase agreement(s) at points of receipt into the Black Hills Energy system as designated by Black Hills Energy in an amount sufficient to meet the actual daily consumption of each of Supplier's customers under this Agreement. Supplier shall be deemed to have delivered at the Receipt Points on any day such quantities of gas allocated to Supplier by any upstream Transporting Pipeline. In order to qualify as a Supplier in Black Hills Energy's Wyoming Choice Gas Program Service, Supplier shall demonstrate its managerial, technical, and financial (as defined in Paragraph 9 of this Agreement) capability is sufficient to obtain and deliver the services required in this Agreement by providing the following information, in written form:
- Description of business structure;
  - Evidence of authority to do business in Black Hills Energy's Choice Gas Program;
  - Certificates of Registration by the Wyoming Secretary of State for all trade names under which Supplier will operate;
  - Name, title, address, email address, and phone number for Supplier's principal officers;
  - Name(s) and address(es) of affiliate(s) of Supplier engaged in the Provisions of Competitive Natural Gas Service in any other state, noting which state(s);
  - Title of action(s) or complaint(s) of proceeding(s) for any legal action or formal complaint pertaining to the Provision of Competitive Natural Gas Service filed against Supplier or its affiliates in the 12 months prior to the date this Agreement is executed by Supplier. Include state and citation to the commission or other website(s) where the text of the order(s) can be found or attach copy of final order(s);
  - List the state(s) and jurisdiction(s) in which any license(s) or certificate(s) held by Supplier or an affiliate was/were suspended, revoked or denied, with identification of title(s) and number(s) of applicable proceeding or the citation(s) to the website(s) where the text of the order(s) can be found;
  - List the state(s) and jurisdiction(s), if any, where Supplier or an affiliate has voluntarily withdrawn from providing competitive natural gas service due to financial or operational reasons;
  - Attach information to this Agreement to demonstrate Supplier's abilities to operate this program, including, but not limited to:
  - Roster of officers and Director, Regulatory;



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

- Description of the professional backgrounds of the Supplier's principal managerial and technical personnel;
- Organizational flow chart for Supplier and any affiliates of personnel engaged in administration of competitive natural gas services;
- Description and list of the staff, facilities and functions Supplier will utilize to administer activities under this Agreement, including but not limited to:
  - Call center, including location information and 24-hour contact telephone number;
  - Customer service staff, including location and contact information;
  - Gas supply staff, including location and contact information, 24-hour contact information, applicable email address(es) and telephone number(s);
  - Gas scheduling staff, including location and contact information, 24-hour contact information, applicable email address(es) and telephone number(s);
  - Accounting (to include volume reconciliation) staff, including location and contact information;
  - Marketing staff, including location and contact information;
  - Load forecasting staff, including location and contact information; and
  - Description of the services Supplier intends to render.

5. **Firm Transportation Entitlements and Firm Upstream Capacity Commitment, where applicable:** All Suppliers must provide gas supply on a firm basis to those customers who elect to purchase gas from Supplier. Suppliers shall deliver daily quantities on a firm basis into Black Hills Energy's system at the Receipt Point(s), up to the indicated Maximum Daily Quantities, and under the terms and conditions as set forth on Appendices A and B attached hereto and made a part hereof. Appendix A shall be completed each year by Black Hills Energy after the customer/Supplier selection process is complete and customers' projected upstream pipeline capacity requirements, if any as applicable to the Gillette and Torrington Divisions and for the Special Provision Customer Group as applicable, can be determined. Supplier's total firm transportation entitlements and upstream capacity quantity commitments (Maximum Daily Quantity) for applicable service areas, as set forth on Appendix A, shall equal the projected total peak day requirements of Supplier's customers. For the Torrington Division, Supplier shall, when applicable, retain the maximum released No-Notice contractual Maximum Daily Withdrawal Quantity between November 1 and March 31 of each year. For the Casper Division, Appendix B shall be completed each year by the Company and executed by the Supplier after the customer/Supplier selection process is completed each year, and Appendix B shall list firm transmission receipt and delivery and specified path entitlements and shall list firm storage entitlements under Tariff Schedule FS-1. Supplier shall be responsible for all fuel, lost and unaccounted for gas requirements of the upstream pipeline and of the Black Hills Energy transmission, storage and distribution system, as applicable. In-kind quantities of gas sufficient to meet these requirements shall be provided by Supplier at the affected point(s) as described in the Tariff.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT - CONTINUED

- A. ASSOCIATED AGREEMENT: For the Casper Division, the Supplier will be deemed to have executed the equivalent of a Tariff Schedule FS-1 service agreement by execution of this Supplier Participation Agreement for the program year and will be bound by the terms of the Tariff Schedule FS-1 service.
  - B. For the Casper Division, the Supplier may, at its election, contract for service under Rate Schedule MCS.
6. **Firm Supply Warranty:** Supplier warrants the firm sale and delivery of gas at the Receipt Points. If Supplier fails to deliver gas at the Receipt Point(s) on any day, the Supplier agrees that Black Hills Energy may exercise one of the imbalance resolution options in the Tariff, including the requirement to pay Black Hills Energy for each Dth of gas that Supplier fails to deliver at a price equal to the highest actual cost incurred by Black Hills Energy to replace all or part of Supplier's undelivered gas. For the Casper Division, the imbalance resolution process will be separate for Transmission and Distribution Imbalance. Such actual cost of replacement gas shall include, but not be limited to, transportation costs, imbalance penalties, penalties for unauthorized receipts or deliveries in violation of an operational flow order, and any customer relighting costs which are incurred by Black Hills Energy as a result of Supplier's failure to deliver gas in accordance with this Agreement. In order to recover the costs related to a Supplier imbalance or default, the Company will first use the Supplier's letter of credit or other performance assurances.





FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

7. **Imbalance Transfers – Casper Division:** As provided for in the Choice Gas Program Service Provision of the Tariff and in the Rate Schedule MCS of the Tariff, at the end of the Choice Gas Program Year, as subject to the Company's approval and confirmation of the transfer which will be determined in a not unduly discriminatory manner, the Supplier may transfer any Stage One-Transmission Imbalance Quantities to a MCS account.
8. **Payment:** Supplier shall make any payment due Black Hills Energy under paragraph 5 above within 15 days after receipt of invoice. Black Hills Energy may accrue interest on any unpaid portion of an invoice at the Commission's Authorized Interest Rate as defined in the Commission's Rules. In the event of suit or other action to recover money due under this Agreement, Black Hills Energy shall be entitled to recover its reasonable costs of collection, including attorney's fees. Without limiting any other remedy Black Hills Energy may have, the Company shall have the right to offset any amounts due Black Hills Energy including, but not limited to, the Choice Gas Program off-system delivery charge, imbalance charges, imbalance penalties, imbalance cash out, OFO charges, firm transportation or interruptible transportation charges, for Rate Schedule MCS services and/or for Tariff Schedule FS-1, from the payments Black Hills Energy remits to Supplier for gas supplies delivered to customers.
9. **Credit and Performance Assurances:** Supplier agrees to provide financial assurances of its ability to perform its obligations and meet its commitments under this Agreement. Such assurances shall be provided at least once annually and shall be in the form of a Letter of Credit that is in a form acceptable to Black Hills Energy, or Guaranty Agreement in a form acceptable to Black Hills Energy. Additionally, in order to qualify as a new Supplier under the Black Hills Energy Choice Gas Program, Supplier agrees to provide Black Hills Energy with three years of audited financial statements. The Supplier agrees to notify Black Hills Energy within five days of any material changes in its financial conditions that could affect its ability to perform its obligations and meet its commitments pursuant to this Agreement, including, but not limited to, informing the Company of a downgrade in its credit ratings, or a downgrade to the credit rating of the entity providing a Parental Guaranty for Supplier, if applicable. Failure to provide such notice shall deem the Supplier to be in breach of this Agreement, and subject to, among other things, disqualification from participation in the Program.
10. **Rates to Customers:** The rates for gas supply sold by Supplier to its customers shall not be regulated by the PSC. Supplier's rates shall be established by Supplier in the competitive marketplace, subject only to such requirements as are reasonably necessary to allow Black Hills Energy to efficiently administer the billing and collection of such rates from customers without incurring undue added costs. In this regard, Supplier may offer up to a total of nine different types of rates. All rates shall be stated in therms. Supplier may also establish individual rates for large volume commercial and industrial customers. If Supplier offers fixed prices, Supplier agrees to publicly state the terms of its fixed price option by no later than 15 business days prior to May 1 of each year. Supplier agrees to determine and publicly state its customer rollover prices within fifteen (15) days after the selection period ends.





FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

11. **Gas Quality, Indemnification and Tariff Requirements:**

- A. Supplier agrees to comply with all applicable Tariff provisions, rules, regulations, and service agreement provisions, including gas quality, transportation, delivery, and storage applicable for any upstream pipelines delivering gas at any Receipt Point hereunder, including, but not limited to compliance with the appropriate Tariff provisions that will allow Supplier to retain the maximum released No-Notice Contractual Maximum Daily Withdrawal Quantity between November 1 and March 31 of each year. Supplier agrees to comply with all applicable Tariff provisions as incorporated in the Company's Tariff; provided, however, that the provisions of this Agreement shall govern in the event of any conflict with the Company's Tariff provisions or any other applicable Tariffs.
- B. Supplier shall be responsible for, and shall indemnify Black Hills Energy for any damages, injuries, or costs (including attorney fees) caused by the delivery of gas into Black Hills Energy's system by or on behalf of Supplier which does not comply with applicable Tariff provisions, including gas quality.

12. **General Supplier Representations and Warranties:** Supplier, to the extent that it is serving customers under this Agreement under multi-year agreements, also represents and warrants that it will take those actions necessary to remain eligible to execute, and will execute, Supplier Participation Agreements in the future that permit it to fulfill its obligations under its existing multi-year deals.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

13. **Supplier Authorizations:** Supplier authorizes Black Hills Energy, and Black Hills Energy agrees:
- A. to receive and transport Supplier's gas on Black Hills Energy's transmission, storage and distribution pipeline facilities;
  - B. to inject gas into or withdraw gas from the Company storage field(s) in the Casper Division subject to the firm storage entitlements of Tariff Schedule FS-1;
  - C. to deliver Supplier's gas, less fuel reimbursement, to Supplier's customers;
  - D. to measure the quantities of gas delivered to customers using meters owned and operated by Black Hills Energy and located on or near customer's premises;
  - E. to invoice Supplier's customers as a separate line item on Black Hills Energy's gas utility service bill for gas quantities delivered to customers at the price offered by Supplier and accepted by customers in the selection process;
  - F. to collect payment from customers for the gas supply they purchase from Supplier and are billed by Black Hills Energy;
  - G. to remit payment to Supplier by electronic transfer on or before the 20<sup>th</sup> of each month for Supplier's gas supplies billed to customers in the preceding month net of any allowable deductions;



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

13. **Supplier Authorizations:** Supplier authorizes Black Hills Energy, and Black Hills Energy agrees: - Continued

- H. to remit an estimated payment to Supplier by electronic transfer on or before the 20th of each month for Supplier's gas supplies not billed to customers for a period of two or more complete billing cycles applicable to said unbilled customers, but only if the total of said unbilled gas supplies exceeds five percent (5%) of Supplier's billed gas supplies for the most recent billing month as reflected in the payment made under paragraph 12.G. hereof. (The estimated payment will be the aggregate of each unbilled customer's estimated usage, as measured by the customer's actual usage during the prior year or such better data available to Black Hills Energy, and Supplier's price applicable to the unbilled gas supplies for each such customer, and will include interest from the date that payment on the unbilled volumes should have been remitted to Supplier through the date that the estimated payment was made to Supplier.) As actual billings are made to previously unbilled customers, Black Hills Energy will reconcile the estimated payment made to Supplier with the actual payment applicable to the previously unbilled volumes. If the estimated payment applicable to a customer's unbilled volumes was under-estimated, Black Hills Energy will remit the difference to Supplier with interest from the date the estimated payment was made to the date of the reconciliation payment. If the estimated payment applicable to a customer's unbilled volumes was over-estimated, Supplier will remit the difference to Black Hills Energy with interest from the date the estimated payment was made to the date of the reconciliation payment. Interest payments under this paragraph will be made at the applicable Commission's Authorized Interest Rate as defined in the Commission's Rules. Prior period adjustments shall not be taken into account in the determination of unbilled gas supplies, estimated payments or reconciliation payments. Black Hills Energy shall be responsible for all calculations made under this paragraph. Black Hills Energy may make deductions from such payment as provided in the Choice Gas Program Service Provisions;
- I. to be responsible for any collections and bad debt expense associated with customers billed by Black Hills Energy; and
- J. to bill and collect from customers any taxes or fees, including franchise fees, levied by governmental authorities on the sale of gas by Supplier to customers, and to remit such collection to said governmental authorities. For purposes of this provision, payments made by customers for the purchase of gas from Supplier, which are billed and collected by Black Hills Energy on behalf of Supplier, shall be deemed to be "receipts" or "gross receipts" of Black Hills Energy for purposes of any tax or fee assessment on the sale or delivery of gas under applicable law or municipal franchise agreement.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

14. **Title, Possession, Taxes and Liability**: Supplier shall retain title to its gas until the point of sale and delivery to customers at the distribution meters located on or near customers' premises, at which point title will then pass to customers. Black Hills Energy will not purchase or take title to Supplier's gas under this Agreement, but will take control and possession of Supplier's gas at the Receipt Points. Supplier grants to Black Hills Energy such authorizations as may be required to possess and control Supplier's gas, and to arrange for the receipt, transportation, storage, commingling, and delivery of Supplier's gas to customers. Supplier warrants that it has the right to sell the natural gas delivered hereunder and that the natural gas is free from liens and adverse claims of any kind. Supplier will save and hold Black Hills Energy and customers harmless from all loss, damage and expense due to adverse claims against Supplier for the title of the natural gas delivered hereunder. Supplier will pay or cause to be paid all royalties, taxes and other sums due on production and transportation of the natural gas prior to its delivery at the Receipt Points. As between Black Hills Energy and Supplier, Supplier shall be deemed to be in control and possession of the natural gas and responsible for any damage or injuries caused thereby until the natural gas is delivered at the Receipt Point(s), except for injuries and damage caused by the negligence of Black Hills Energy, and Black Hills Energy shall be deemed to be in control and possession of the natural gas and responsible for any damage or injuries caused thereby after the natural gas is delivered at the Receipt Point(s) and before it is delivered to customers, except for injuries and damage caused by the negligence of Supplier. Neither party hereto shall be liable for incidental or consequential damages.
15. **Upstream Pipeline Capacity**: Supplier shall transact all upstream firm transportation and/or no-notice service business, if applicable, directly with the upstream pipeline. Supplier shall be subject to and obligated to comply with rates and terms of the currently effective Tariff of the upstream pipeline, as amended from time to time, as a condition of service. Supplier shall utilize firm transportation and/or no-notice service on the upstream pipeline as released or assigned by Black Hills Energy to Supplier, to deliver customer's supply to the Receipt Point on the distribution system. In the event of a release by Black Hills Energy to Supplier of any of the listed services on a third-party pipeline, the level of firm transportation and/or no-notice service capacity released or assigned to Suppliers, if applicable, shall be set forth in Appendix A as determined by Black Hills Energy according to its Choice Gas Program Service transportation terms and conditions. Supplier may also be required to purchase gas supply in storage from Black Hills Energy. Supplier is obligated to execute the appropriate capacity release or assignment agreements with the upstream pipeline in order to facilitate the release or assignment. No capacity released or assigned by the Supplier to a replacement shipper shall impair Supplier's ability to meet its obligation to provide firm supply to its Choice Gas Program Service customers. Black Hills Energy will remain the permanent owner of the upstream pipeline capacity for the Upstream Pipeline Service Agreement term. No release of upstream firm transportation service by the Supplier to a replacement shipper shall release Suppliers from their obligation to provide firm supply. Any re-release of upstream firm transportation service capacity shall be done in accordance with the terms and conditions of the original capacity release offer from Black Hills Energy to Supplier.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT - CONTINUED

16. **Communications and Notices:** Supplier will shall maintain a publicly accessible internet website with pertinent contact information as well as a 24-hour toll free phone line which can be directly accessed by customers or by Black Hills Energy for purposes of forwarding customers' inquiries. Supplier shall provide the website address and this phone line number to Black Hills Energy no later than one (1) week prior to the start of the balloting period for the next Choice Gas Program Year. No later than one week after the close of the balloting period, Supplier shall provide this number, in writing, to each of its customers and must also list this number on its internet website for the entirety of the Choice Gas Program year. Failure to comply with this requirement may result, at Black Hills Energy's sole discretion, in the Supplier being removed from participation as a Supplier in the Choice Gas Program.
17. **General Indemnification:** As a material consideration to Black Hills Energy for entering into this Agreement, Supplier specifically agrees that Black Hills Energy shall not be liable for, and Supplier shall indemnify, keep whole, and hold Black Hills Energy harmless from and against, any and all claims, damages, injuries, losses, penalties, fines, awards, assessments or liabilities of any kind with respect to the services to be performed by Black Hills Energy hereunder and which occur as the result of any cause whatsoever, except to the extent such liability is the result of a material breach of this Agreement by, or willful and wanton misconduct on the part of, Black Hills Energy during the term of this Agreement.
18. **Force Majeure:** If either party is rendered unable, wholly or in part, by reason of force majeure to carry out its obligations under this Agreement, it shall give notice to the other party of the force majeure with reasonably full particulars; whereupon, the obligations of a party claiming force majeure so far as they are affected by the force majeure shall be suspended during, but not longer than, the continuance of the force majeure. The claiming party shall use all possible diligence to remove the force majeure as quickly as possible. However, the requirement to remedy shall not require the settlement of strikes, walkouts, or other labor difficulty; all such difficulties shall be resolved entirely by the sole discretion of the claiming party. The term "force majeure" as herein employed shall mean any act of God, strike, walkout, or other industrial disturbance, act of the public enemy, war, riot, lightning, fire, storm, flood, earthquake, explosion, government regulation of restraint, inability to obtain any required governmental permits or authorizations, interruptions of firm transportation service, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the claiming party. The obligation to make monetary payments hereunder shall not be suspended by reason of any force majeure. Failure of either party to carry out its obligations hereunder due to economic or financial reasons or market conditions shall not be considered a force majeure event and shall not excuse any party's failure to perform its obligation under this Agreement.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT -  
CONTINUED

19. **Term**: This Agreement shall be effective on January 1, 20\_\_ for the Choice Gas Program Year commencing on June 1, 20\_\_. This Agreement shall continue in effect for the entire period of the Choice Gas Program Year commencing June 1, 20\_\_ and will terminate at the end of the gas day on May 31, 20\_\_. This Agreement may be terminated by Black Hills Energy earlier than May 31, 20\_\_ in accordance with this Agreement. Any subsequent Supplier Participation Agreements entered into between Black Hills Energy and Supplier will apply to Choice Gas Programs years that are subsequent to the Choice Gas Program Year commencing on June 1, 20\_\_ and ending on May 31, 20\_\_. If Supplier is providing natural gas commodity to Choice Gas Program customers under multi-year commodity supply agreements, then Black Hills Energy and Supplier hereby agree to enter into new and subsequent Supplier Participation Agreement(s) that will cover the Choice Gas Program Years of Supplier's natural gas commodity service to customers under then-effective multi-year supply agreements.
20. **Assignment**: This Agreement shall extend to and be binding upon the parties hereto, their respective successors and assigns; provided, however, that no assignment hereof shall be made by Supplier without written notification to Black Hills Energy and the receipt of written consent by Black Hills Energy.
21. **Severability**: Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.



FORM OF CHOICE GAS PROGRAM SERVICE SUPPLIER PARTICIPATION AGREEMENT - CONTINUED

22. **Survival:** The indemnification, warranties, liability and financial assurance provisions set forth herein shall survive any termination of this Agreement.
23. **Governing Law and Regulation:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming (excluding its conflict of laws, rules and principles). This Agreement and all terms and conditions stated herein shall be subject to regulation, approval and revision by the Wyoming P.S.C.
24. **Amendments:** Modifications or amendments to this Agreement shall only be valid and enforceable when made in writing and executed by both parties hereto.
25. **Miscellaneous:** No waiver of either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default, or of any such right or remedy, unless such waivers be expressed in writing signed by the party to be bound. The entire Agreement is contained herein, and no statement or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof. The terms of this Agreement shall not be varied, modified, explained or supplemented by evidence of usage of trade or course of performance or dealing. Exchange by facsimile transmission of this signed Agreement or Appendix, Schedule, Exhibit, or any amendment hereto shall constitute evidence of a binding agreement which is legally enforceable.

EXECUTED TO BE EFFECTIVE the day and year first above written "SUPPLIER".

BY: \_\_\_\_\_  
Name: Title:

Black Hills Wyoming Gas, LLC

BY: \_\_\_\_\_  
Name: Title:



APPENDIX A  
CHOICE GAS PROGRAM SERVICE TRANSPORTATION  
For the Torrington Division

RECEIPT POINTS AND ASSIGNED UPSTREAM CAPACITY

RECEIPT POINTS INTO BLACK HILLS ENERGY'S  
DISTRIBUTION SYSTEM:

MDTQ

UPSTREAM ASSIGNED CAPACITY:

POINTS AND VOLUME

Incorporation By Reference

This Appendix and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Transportation Service Rate Schedule and Firm Choice Gas Storage Service Tariff Schedule FS-1 and of Transporter's General Terms and Conditions on file with the Wyoming Public Service Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and incorporated into and made a part of the Choice Gas Program Service Supplier Participation Agreement between the parties dated

\_\_\_\_\_.

Black Hills Wyoming Gas, LLC AND

\_\_\_\_\_ ("SUPPLIER")

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

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





APPENDIX B  
FOR THE CASPER AND GILLETTE  
DIVISIONS

Listing of Firm Transportation Receipts and Delivery points and paths including by matched point pairs  
Listing of Tariff Schedule FS-1 Maximum Storage Capacity and Maximum Injection and Withdrawal Rights

**TRANSMISSION TRANSPORTATION PRIMARY ENTITLEMENTS:**

AS SEPARATELY LISTED BY SUMMER AND WINTER SEASON, IF REQUIRED,  
RECEIPT POINT(S) QUANTITY AND DELIVERY POINT(S) QUANTITY PAIR MATCHED

PATH RIGHTS

**STORAGE PRIMARY ENTITLEMENTS (CASPER DIVISION ONLY):**

AS SEPARATELY LISTED BY SUMMER AND WINTER SEASON, IF REQUIRED

MAXIMUM STORAGE CAPACITY QUANTITY (MAC)

MAXIMUM STORAGE WITHDRAWAL QUANTITY (MDWQ)

MAXIMUM STORAGE INJECTION QUANTITY (MDIQ)

Incorporation By Reference

This Appendix and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Transportation Service Rate Schedule and Firm Choice Gas Storage Service Tariff Schedule FS-1 and of Transporter's General Terms and Conditions on file with the Wyoming Public Service Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and incorporated into and made a part of the Choice Gas Program Service Supplier Participation Agreement between the parties dated \_\_\_\_\_.

Black Hills Wyoming Gas, LLC AND

\_\_\_\_\_("SUPPLIER")

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

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



## APPENDIX C GUARANTY

This GUARANTY ("Guaranty") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a [State] [entity type] ("Guarantor"), in favor of Black Hills Wyoming Gas, LLC ("Beneficiary").

WHEREAS, \_\_\_\_\_ ("Company") and Beneficiary, and its subsidiaries and affiliates ("Beneficiary"), have entered, or may enter into a certain agreement(s) regarding Company's participation as a supplier in the Wyoming Residential and Commercial Choice Gas Program (the "Contract"); and

WHEREAS, Company will directly or indirectly benefit from the Contract;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, including inducing Beneficiary to enter into the Contract with the Company, the Guarantor hereby covenants and agrees as follows:

1. Guaranty. Subject to the terms and conditions hereof, Guarantor hereby irrevocably, absolutely and unconditionally guarantees the timely payment when due, subject to any applicable grace period, of all of the present and future obligations and liabilities of every kind of Company to Beneficiary under or in connection with the Contract (the "Obligations"). To the extent that Company shall fail to pay any Obligation, Guarantor shall promptly pay to Beneficiary the amount due upon Beneficiary's demand therefor. This Guaranty shall constitute a guarantee of payment and not of collection. Guarantor shall also be liable for the payment, on demand, of the fees and expenses of Beneficiary (including, without limitation, the reasonable fees and expenses of Beneficiary's external counsel) incurred in any effort to collect or enforce any of the Obligations, or for the protection of Beneficiary's rights, under this Guaranty; provided, however, that Guarantor shall not be liable for any such expenses of Beneficiary if no payment on account of the Obligations is then due hereunder.
2. Limitations. Guarantor's liability hereunder shall be limited to payments expressly required to be made by Company under the Contract (even if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to indirect, special, consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in this Guaranty or the Contract. The aggregate amount of Obligations covered by this Guaranty shall not exceed U.S. \$ \_\_\_\_\_, plus the fees and expenses of Beneficiary payable by Guarantor as provided in Section 1 above.
3. Termination. The term of this Guaranty shall begin on \_\_\_, 20\_\_\_, and shall remain in full force and effect until \_\_\_\_\_; provided however that Guarantor shall remain fully liable hereunder for Obligations of Company accruing prior to the end of the term of this Guaranty.



APPENDIX C  
GUARANTY - CONTINUED

4. Subrogation and Subordination.
  - A. Guarantor waives its right to be subrogated to the rights of Beneficiary with respect to any Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid to Beneficiary, subject to no rescission or right of return and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.
  - B. Without limiting Beneficiary's or Guarantor's rights under any other agreement, any liabilities owed by Company to Guarantor in connection with any financial accommodation by Guarantor to or for the account of Company (including amounts paid by Guarantor hereunder with respect to the Obligations) are hereby subordinated to the payment in full of the Obligations, and such liabilities of Company to Guarantor, if Beneficiary so requests upon a breach of the Contract, shall be collected, enforced and received by Guarantor as trustee for Beneficiary and shall be paid over to Beneficiary on account of the Obligations, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.
5. Waivers. Guarantor hereby waives: (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Company or Guarantor; (c) notice of any dishonor or default by, or disputes with, Company; (d) diligence; (e) promptness; (f) all other notices required by law (except notice of Company's default); and (g) any right to require that Beneficiary bring any action or proceeding against Company or any other person, or to require that Beneficiary seek enforcement of any performance against Company or any other person, prior to any demand for payment or other action against Guarantor under the terms hereof. Guarantor agrees that Beneficiary may, at any time and from time to time, without notice to or consent of Guarantor and without impairing or releasing the liability and obligations of Guarantor hereunder: (i) renew, increase, compromise, extend, accelerate or otherwise modify the terms of the Obligations; (ii) take or fail to take any action of any kind in respect of any collateral for any Obligation or liability of Company to Beneficiary; (iii) compromise or subordinate any Obligation or liability of Company to Beneficiary, including any collateral therefor; and (iv) change, modify or waive any of the terms of the Contract. Except as to applicable statutes of limitation, no delay of Beneficiary in the exercise of or failure to exercise any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights, or a release of Guarantor from any obligations hereunder.
6. Reservations. Guarantor reserves to itself all right, setoffs, counterclaims and other defenses to which Company may have to payment of any indebtedness under the Contract, other than (a) defenses arising from the bankruptcy or insolvency of Company, (b) illegality, and (c) any other defenses expressly waived by Company in its contract with the Beneficiary or otherwise waived in this Guaranty.



APPENDIX C  
GUARANTY - CONTINUED

7. Notice. Any payment demand, notice, correspondence or other document or communication to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the following addresses:

If to Guarantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

If to Beneficiary:

Black Hills Energy – Legal Dept.  
P.O. Box 1400  
Rapid City, South Dakota 57709  
Attn: General Counsel  
Fax No.: (605) 721-2550

Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed by the sender promptly after transmission in writing by mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

8. Miscellaneous. THE GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH AND TO THE EXTENT PERMITTED BY SUCH LAWS. No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Beneficiary. This Guaranty may not be assigned by a party without the prior written consent of the other party. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors, and permitted assigns, and shall inure to the benefit of and be enforceable by Beneficiary, its successors and permitted assigns. This Guaranty embodies the entire agreement and understanding between Guarantor and Beneficiary, and supersedes all prior communications between Guarantor and Beneficiary, whether written or oral, concerning the subject matter hereof.

[Signature page follows.]



Black Hills Wyoming Gas, LLC  
d/b/a Black Hills Energy

Wyo. P.S.C. Tariff No. 3  
Original Sheet No. R-112

APPENDIX C  
GUARANTY - CONTINUED

IN WITNESS HEREOF, Guarantor has duly executed this Guaranty this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

[Name of guarantor]  
GUARANTOR

BY:

NAME:

TITLE: