

Colorado P.U.C. Number 4
Supersedes Colorado P.U.C. Number 3 in its entirety

Colorado Gas Tariff

For

Natural Gas Service

Available

In The Entire Territory Served

By

Rocky Mountain Natural Gas LLC
d/b/a Black Hills Energy

7060 Alegre Street
Fountain, CO 80817

<https://www.blackhillsenergy.com/rates/transportation-customer-rates>

Customer Service: 800-232-1850

Filed with the

Colorado Public Utilities Commission

Colorado PUC E-Filings System

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GLOSSARY OF ACRONYMS

ADIQ - Available Daily Injection Quantity
ADWQ - Available Daily Withdrawal Quantity
ATC - Average Thermal Content of Gas in Storage
BTU - British Thermal Unit
Colorado PUC - Colorado Public Utilities Commission
Dth - Dekatherm
EBB - Electronic Bulletin Board
EFM - Electronic Flow Measurement
FL&U - Fuel, Lost, and Unaccounted-For Gas
FTS - Firm Transportation Service
GT&C - General Terms and Conditions
ITS - Interruptible Transportation Service
MAC - Maximum Available Storage Capacity
MDDQ - Maximum Daily Delivery Quantity
Mcf - Thousand Cubic Feet
MCS - Market Center Services
MCT - Mountain Clock Time
MMBtu - One Million Btus
MDIQ - Maximum Daily Injection Quantity
MDRQ - Maximum Daily Receipt Quantity
MDTQ - Maximum Daily Transportation Quantity
MDWQ - Maximum Daily Withdrawal Quantity
NNS – No-Notice Storage
OBA - Operational Balancing Agreement
p.s.i.a. - Pounds per Square Inch Absolute
p.s.i.g. - Pounds per Square Inch Gauge
RAM - Revenue Adjustment Mechanism
SSIR - System Safety and Integrity Rider
TTT - Title Tracking Transfer

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STATEMENT OF RATES

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Total Rate</u>	<u>Maximum Rate /5</u>	<u>Minimum Rate</u>	
FTS	Firm Transportation	<u>Reservation Charge /1</u>				
		Seasonal Rate Option				
		Winter (Oct-Mar)	\$29.6286	\$28.9087	\$0.00	I
		Summer (Apr-Sept)	\$10.3561	\$9.6362	\$0.00	R, I
		Standard Rate Option	\$19.9924	\$19.2725	\$0.00	R, I
		(Per Dth of MDTQ per Monthly Billing Period)				
		<u>Usage Charge /2</u>	\$0.0308	\$0.0308	\$0.0308	R
		(Per Dth delivered per Monthly Billing Period)				
		<u>Authorized Overruns</u>	\$0.6644	\$0.6644	\$0.0308	I, I, R
		(Per Dth delivered per Monthly Billing Period)				
		<u>Unauthorized Overruns /3</u>	\$0.6644	\$0.6644		I
		(Per Dth in excess of Tolerance delivered per Monthly Billing Period)				
ITS	Interruptible Transportation	<u>Usage Charge /4</u>	\$0.6644	\$0.6644	\$0.0308	R, I, R
		(Per Dth delivered per Monthly Billing Period)				
		<u>Unauthorized Overruns /3</u>	\$0.6644	\$0.6644		I
		(Per Dth in excess of Tolerance delivered per Monthly Billing Period)				

Note: The footnotes are on Tariff Sheet No. 9A.

STATEMENT OF RATES
(Continued)

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Maximum Rate/5</u>	<u>Minimum Rate</u>	T
NNS	No-Notice Storage	<u>Reservation Charge</u> Seasonal Rate Option Winter (Oct-Mar) Summer (Apr-Sept) Standard Rate Option (Per Dth of MDWQ per Monthly Billing Period)	\$23.0362 \$7.6787 \$15.3575	\$23.0362 \$7.6787 \$15.3575	I, I I, I I, I
		<u>Injection Charge</u> (Per Dth injected per Monthly Billing Period)	\$0.00	\$0.00	
		<u>Withdrawal Charge</u> (Per Dth withdrawn per Monthly Billing Period)	\$0.00	\$0.00	
APAL	Interruptible Automatic Park and Loan	<u>APAL Charge/6</u> (Per Dth of Imbalance Quantity per day)	\$0.5049	\$0.5049	T, I, I
MCS	Interruptible Market Center Services	<u>MCS Charge</u> (Per Dth of Parked or Loan Quantity)	\$0.5049	\$0.00 /7	I
		<u>MCS Charge</u> (Per Dth of Unparked or Loan Payback Quantity)	\$0.5049	\$0.00 /7	I
		<u>MCS Charge</u> (Per Dth Per Day of Accumulated Daily Park or Loan Quantity)	\$0.5049	\$0.00 /7	I
		<u>MCS Charge</u> (Per Dth of Title Tracking Transfer and/or Wheeling Quantity)	\$0.5049	\$0.00 /7	I
Fuel/Loss Reimbursement Quantity The Company shall be entitled to retain a percentage of all Therms of Gas received for transportation. The percentage shall be 2.06%.					R

STATEMENT OF RATES
(Continued)

Notes:

- /1 Billed Reservation Charge shall include the following charges and credits, as applicable:
- | <u>Charge</u> | <u>Rate</u> | <u>Reference</u> |
|---------------|-------------|--|
| RAM | (\$1.4493) | Section 22 of the General Terms and Conditions |
| SSIR | \$2.1692 | Section 24 of the General Terms and Conditions |
- /2 South of Read Junction Charge may be added as described in Section 4.3 of the Firm Transportation Service Rate Schedule. Charge equal to (1) the difference between the allocated south of Read delivery quantities and the quantity scheduled and confirmed at the TransColorado-Olathe Point, multiplied by (2) the positive difference between the posted Daily Price Survey Midpoint Price (Flow Date) as published by *Platts Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" for that Gas Day at El Paso-San Juan less the lowest of the Daily Price Survey Midpoint Price (Flow Date) as published by *Platts Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" for that Gas Day at the CIG-Rockies or the NW- South of Green River price locations.
- /3 Unauthorized Overrun charge is applied by the method specified in Section 4.2(g) of the Firm Transportation Service Rate Schedule or Section 4.2(c) of the Interruptible Transportation Service Rate Schedule in addition to the maximum Rate Schedule FTS Authorized Overrun Charge.
- /4 FTS and ITS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /5 NNS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /6 APAL charges will be calculated pursuant to the procedure specified in Section 4.2(a) of Rate Schedule APAL.
- /7 The total MCS Transaction will be at or above \$0.0100 per Dth.

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STATEMENT OF RATES
(Continued)

Rate Schedule	Type of Service	Type of Charge	Total Rate	Maximum Rate/1	Minimum Rate/1	
FTS-1	Firm Transportation (Grandfathered Contracts)	<u>Reservation Charge</u> (Per Dth of MDTQ per Monthly Billing Period)	\$4.4075	\$4.4075	\$0.2870	
		<u>Commodity Charge</u> (Per Dth delivered per Monthly Billing Period)	\$0.6064	\$0.6064	\$0.0307	D, R
		<u>Authorized Overruns</u> (Per Dth delivered per Monthly Billing Period)	\$1.4169	\$0.8895	\$0.0401	
		<u>Unauthorized Overruns /2</u> (Per Dth in excess of Tolerance delivered per Monthly Billing Period)		\$5.6604		T
ITS-1	Interruptible Transportation (Grandfathered Contracts)	<u>Commodity Charge</u> (Per Dth delivered per Monthly Billing Period)	\$0.6064	\$0.6064	\$0.0307	D, R
		<u>Unauthorized Overruns /2</u> (Per Dth in excess of Tolerance delivered per Monthly Billing Period)		\$5.6604		T
Fuel/Loss Reimbursement Quantity		The Company shall be entitled to retain a percentage of all Therms of Gas received for transportation. The percentage shall be 2.06%.				R
Notes:						
/1	Rates are stated in Dth converted from Mcf at a pressure base of 14.73 p.s.i.a. using system average Thermal Content of 1,060 Btu. Actual billed rates will be based upon the actual Thermal Content of Shipper’s Gas at Receipt Points into Transporter’s system.					D
/2	Plus the highest of the Daily Price Survey, Midpoint Price (Flow Date) as published by <i>Platts Gas Daily</i> for the “Spot Gas Prices Delivered to Pipelines” relative to Colorado Interstate Gas Company, Northwest Pipeline Corporation and Questar Pipeline Company, applicable to the “Rockies” (Rocky Mountain) region, for the Day that the Unauthorized Overrun occurred.					T

- a. At each Off-System Point of Delivery as listed in the Informational Postings section of Transporter's EBB, quantities tendered or caused to be tendered for Shipper's account each hour over the Gas Day shall not exceed 1/24th of Scheduled Quantities at such Point and shall be ratable over the Gas Day at such Point.
- b. When requested by Transporter, Shipper shall specify and provide to Transporter the Shipper's requested and expected hourly flow pattern pursuant to the procedure specified in Section 29, Operations by Transporter and Shippers and Imbalance Management, of the GT&C of this Tariff.

2.9 RELATED SERVICE ENTITLEMENTS.

- a. Shipper with primary Delivery Point(s) to On-System locations, as such Points are listed in the Informational Postings section of Transporter's EBB, will have related service entitlements.
- b. For Black Hills Gas Distribution, LLC as Shipper, upon execution of the Rate Schedule FTS Service Agreement as required in Section 1.2 of this Rate Schedule, Black Hills Gas Distribution, LLC shall also execute a Rate Schedule APAL Service Agreement, a Rate Schedule NNS Service Agreement to provide for Imbalance Management as described in Section 29.5 of the GT&C of this Tariff, and a Rate Schedule MCS Master Service Agreement for the purpose of managing prior period adjustments as required in Section 5.1(a) of this Rate Schedule as well as any other MCS Transaction Requests. Such related Service Agreement(s) will have a term coterminous with the Rate Schedule FTS Service Agreement. The related Rate Schedule NNS service entitlements will be determined in association with the Primary Delivery Point(s) entitlement(s) to the applicable On-System Delivery Point(s) as such Point(s) are listed in the Informational Postings section of Transporter's EBB.

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- b. Transporter shall allow a limited-term Partial Assignment of specified contract entitlements from Black Hills Gas Distribution, LLC to an On-System Contract Assignee. The Shipper and Black Hills Gas Distribution, LLC, with the consent of Transporter, shall execute the limited-term Partial Assignment. The Black Hills Gas Distribution, LLC End-User(s) benefiting from the limited-term Partial Assignment shall be listed in the assignment Exhibit(s). The terms of the assignment between Black Hills Gas Distribution, LLC and the On-System Contract Assignee are governed by the Colorado PUC approved Tariff of Black Hills Gas Distribution, LLC. Transporter shall receive from Black Hills Gas Distribution, LLC a copy of the executed limited-term Partial Assignment. The On-System Contract Assignee executing the limited-term Partial Assignment shall be deemed to have executed as Shipper on Transporter's system a Rate Schedule FTS Service Agreement, a Rate Schedule APAL Service Agreement, a Rate Schedule MCS Master Service Agreement and, where applicable, a Rate Schedule NNS Service Agreement as provided for in Section 2.9 of this Rate Schedule. Transporter will make available to Black Hills Gas Distribution, LLC by administrative back-office business process a notice of the adjusted contract entitlements to be used by Black Hills Gas Distribution, LLC for nominations, scheduling, invoicing and payment following the limited-term Partial Assignment(s).
- c. The On-System Contract Assignee as Shipper on Transporter's system will not be allowed to permanently re-designate a Primary Receipt Point or a Primary Delivery Point during the period of the limited-term Partial Assignment, although the Shipper shall be allowed to use Secondary Receipt Points as available and pursuant to the Scheduling Principles detailed in Section 17 of the GT&C of this Tariff.

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- b. **REVENUE ADJUSTMENT MECHANISM CREDIT.** The monthly Revenue Adjustment Mechanism Credit shall apply only to Service Agreements providing for On-System Transportation Service and shall be determined by multiplying (1) the applicable maximum revenue tracking adjustment rate(s) for Rate Schedule FTS set forth on the Statement of Rates in this Tariff as revised from time to time, unless a discounted reservation rate has been granted in reference to the FTS Service Agreement, in which case the revenue tracking adjustment rate shall be zero, and (2) the contract MDTQ for the applicable month. The components and derivation of the Revenue Adjustment Mechanism Credit are addressed in Section 22 of the GT&C of this Tariff.
- c. **RESERVED FOR FUTURE USE**

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- f. **AUTHORIZED OVERRUN CHARGES.** The monthly Authorized Overrun Quantity Charge shall be determined by multiplying (1) the applicable maximum authorized overrun rate for Rate Schedule FTS as stated on the Statement of Rates in this Tariff, as revised from time to time, or the discounted authorized overrun rate if such has been granted in reference to the FTS Service Agreement, and (2) the total quantity of Daily Authorized Overrun Gas Delivered by the Transporter hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at the applicable Delivery Point(s).
- g. **UNAUTHORIZED OVERRUN CHARGE.** This charge shall have both a penalty component and a service component. This charge shall be charged to Shipper with respect to Gas quantities specified in Section 2.6 of this Rate Schedule. All Unauthorized Overrun Quantities shall be subject to a service charge within the rate band established for the Authorized Overrun Quantity Charge as agreed to by the Transporter in writing on a not unduly discriminatory basis. Quantities of Daily Unauthorized Overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given under Section 4.2(g)(1) of this Rate Schedule, shall be subject to the service charge. In addition to the service charge, unless waived by the Transporter on a not unduly discriminatory basis for a specified period for all shippers or by specific geographic segments of the pipeline, and subject to the limitation in Section 4.2(g)(1) of this Rate Schedule, quantities of Unauthorized Overrun Gas taken on any Day in excess of the quantities specified in Section 2.6 of this Rate Schedule ("the tolerance") shall be subject to an additional penalty charge equal to the applicable Rate Schedule FTS Unauthorized Overrun penalty rate for that Day set forth on the Statement of Rates of this Tariff, as revised from time to time. The monthly Unauthorized Overrun charge shall be the summation of the service charge and the penalty charges incurred for Daily Unauthorized Overrun service.

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- 4.3 **SOUTH OF READ JUNCTION CHARGE:** As necessary to ensure the operations of the system, unless waived or otherwise posted in the Informational Postings section on Transporter's EBB, on any day between December 1 through February 28, inclusive, each On-System Shipper with a Primary Delivery Point south of Read Junction and a Primary Receipt Point at the TransColorado-Olathe Point must tender sufficient receipt quantities at TransColorado-Olathe Receipt Point to satisfy the final allocated delivery quantities at all On-System Delivery Points south of Read Junction. It is anticipated that such allocated quantities will be available within three (3) Business Days following date of physical flow. If a Shipper fails to adequately tender such receipt quantities, the Shipper shall be subject to a charge equal to (1) the difference between the allocated south of Read Junction delivery quantities and the quantity scheduled and confirmed from TransColorado-Olathe, multiplied by (2) the higher of the posted mid-point Gas Daily price for that Gas Day at El Paso-San Juan, CIG Rockies, or Northwest Pipeline (South of Green River) as published by *Platts' Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" for that Gas Day, in addition to other charges, as applicable. Additionally, Transporter may post in the Informational Postings section on Transporter's EBB for any Day in the months of November, March and April that the Shipper must tender sufficient receipt quantities at the TransColorado-Olathe Receipt Point or the Shipper shall be subject to charge described in this Section 4.3.
- 4.4 **LATE PAYMENT CHARGES.** Any amounts billed to a Shipper that are not paid timely shall be subject to the late payment charges described in Section 6.10 of the GT&C of this Tariff.
- 4.5 **THIRD PARTY CHARGES.** Shipper may, on a not unduly discriminatory basis, be required to pay to Transporter, if applicable, any charges for Third Party Capacity acquired by Transporter in accordance with Section 20 of the GT&C of this Tariff. In no event shall such charges for Third Party Capacity billed to Shipper exceed the amount incurred and paid by Transporter for the applicable Third Party Capacity or service.

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- 4.6 **OTHER RATES, CHARGES AND FEES.** Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.
- 4.7 **FORCE MAJEURE AND BILLING.** In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.
- 4.8 **GRANDFATHERED FIRM CONTRACTS - STATEMENT OF RATES FTS-1 - OFF-SYSTEM FIRM SERVICE AGREEMENTS.** Grandfathered Firm Contracts are subject to Statement of Rates FTS-1. Notwithstanding any provision of this Tariff, Transporter shall continue to bill a Shipper receiving Off-System service under Grandfathered Firm Contract's Rate Schedule FTS Service Agreement at the rates provided for either in the Service Agreement or in an associated Discounted Rate Agreement applicable to such service; provided, however, that (a) Transporter shall be permitted to convert the rates set forth in the Service Agreement or in an associated Discounted Rate Agreement from a volumetric basis to a thermal basis; (b) Transporter may not charge the monthly administrative fee provided for in Colorado PUC No. 3 even if provided for in the Discounted Rate Agreement and (c) Transporter shall terminate the Grandfathered Firm Contract (e.g. Service Agreement and/or any associated Discounted Rate Agreement) at the earliest practicable date permitted by the agreement. The thermal conversion shall be evaluated on an annual basis coinciding with the anniversary date of the agreement.
- 4.9 **SEASONAL RATE OPTION.** On-System Shipper or On-System Assignee may elect to be charged the Reservation Charge under the Seasonal Rate Option wherein a higher Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of October through March and a lower Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of April through September. Such election shall be effective June 1 of each year and shall not be altered until the following June 1 of each year.

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5. IMBALANCE MANAGEMENT

5.1 In order to facilitate Imbalance Management, Shippers under this Rate Schedule with Primary Delivery Point entitlements to an On-System Delivery Point(s), as such Point(s) will be posted in the Informational Posting section of Transporter's EBB, shall be required to (a) hold a Rate Schedule APAL Service Agreement, (b) hold a Rate Schedule NNS Service Agreement to the extent such service is available at the Delivery Point(s) specified in the Shipper's Rate Schedule FTS Service Agreement or in the limited-term Partial Assignment, and (c) hold a Rate Schedule MCS Master Service Agreement. Section 2.9 (Related Service Entitlements) and Section 3.2 (Limited-Term Partial Assignment) of this Rate Schedule describes the agreement execution process. The Imbalance quantity shall equal the difference between the allocated net quantities Received at all of the Shipper's Receipt Point(s) and the allocated Delivery Quantities Delivered to the Shipper's Delivery Point(s) ("Imbalance Quantities"). Any Imbalance Quantity on the On-System Shipper's Rate Schedule FTS Agreement shall be transferred first to the Rate Schedule NNS service (if available), then to the Rate Schedule APAL service.

- a. For prior period adjustments related to a production month where the normal monthly closing cycle has been completed for an On-System Shipper, any imbalance resulting from a prior period adjustment will be transferred to a zero rate Rate Schedule MCS transaction request. The On-System Shipper must resolve any Parked or Loaned quantities on the zero rate Rate Schedule MCS transaction request within 60 days from the first day in the month the prior period adjustment is recorded. In the event the On-System Shipper has not resolved the prior period adjustment-related Rate Schedule MCS transaction request quantities by a transfer into or out of the Shipper's Rate Schedule NNS account, the quantities will be cashed-out using the Imbalance Management resolution prior-period pricing provisions of Section 29.5(e) of the GT&C of this Tariff.

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5.2 For all On-System Shippers, in the event Transporter and Shipper are unable to resolve the Imbalance Quantities arising under the Rate Schedule FTS Service Agreement through the transfer and resolution of such quantities onto the Rate Schedule NNS and/or Rate Schedule APAL Service Agreements, the Imbalance Management resolution provisions of Section 29.5 of the GT&C shall apply.

6. FUEL, LOST AND UNACCOUNTED-FOR GAS ("FL&U") REIMBURSEMENT QUANTITY

6.1 Transporter shall be entitled to retain Gas from each Shipper hereunder equal to the FL&U Reimbursement Quantity as specified in this Tariff. Unless otherwise agreed to in writing, Shipper shall pay the applicable FL&U Reimbursement Quantity specified on the Statement of Rates of this Tariff. The FL&U Reimbursement Quantity shall be stated as a percentage of Gas Received by Transporter at the Receipt Point(s), excluding Gas quantities withdrawn from storage. Title to the 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.

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b. RESERVED FOR FUTURE USE

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- c. UNAUTHORIZED OVERRUN CHARGE. This charge shall have both a penalty component and a service component. This charge shall be charged to Shipper with respect to Gas quantities specified in Section 2.5 of this Rate Schedule. All Unauthorized Overrun Quantities shall be subject to a service charge within the rate band established for the Rate Schedule FTS Authorized Overrun Charge as agreed to by Transporter in writing on a not unduly discriminatory basis. Quantities of Daily Unauthorized Overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given under Section 4.2(c)(1) of this Rate Schedule, shall be subject to the service charge. In addition to the service charge, unless waived by the Transporter on a not unduly discriminatory basis for a specified period for all shippers or by specific geographic segments of the pipeline, and subject to the limitation in Section 4.2(c)(1) of this Rate Schedule, quantities of Unauthorized Overrun Gas taken on any Day in excess of five percent (5%) over the quantities specified in Section 2.5 of this Rate Schedule (“the tolerance”) shall be subject to an additional penalty charge equal to the applicable Rate Schedule ITS Unauthorized Overrun penalty rate for that Day set forth on the Statement of Rates of this Tariff, as revised from time to time. The monthly Unauthorized Overrun charge shall be the summation of the service charge and the penalty charges incurred for Daily Unauthorized Overrun service.

4.5 OTHER RATES, CHARGES AND FEES.

Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.

4.6 FORCE MAJEURE AND BILLING. In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.

4.7 GRANDFATHERED INTERRUPTIBLE CONTRACTS - STATEMENT OF RATES ITS-1 – OFF-SYSTEM INTERRUPTIBLE SERVICE AGREEMENTS.

Grandfathered Interruptible Contracts are subject to Statement of Rates ITS-1. Notwithstanding any provision of this Tariff, Transporter shall continue to bill a Shipper receiving Off-System service under a Grandfathered Interruptible Contract's Rate Schedule ITS Service Agreement at the rates provided for either in the Service Agreement or in an associated Discounted Rate Agreement applicable to such service; provided, however, that (a) Transporter shall be permitted to convert the rates set forth in the Service Agreement or in an associated Discounted Rate Agreement from a volumetric basis to a thermal basis; (b) Transporter may not charge the monthly administrative fee provided for in Colorado PUC No. 3 even if provided for in the Discounted Rate Agreement; and (c) Transporter shall terminate the Grandfathered Interruptible Contract (*e.g.* Service Agreement and/or any associated Discounted Rate Agreement) at the earliest practicable date permitted by the agreement. The thermal conversion shall be evaluated on an annual basis coinciding with the anniversary date of the agreement.

4.8 IMBALANCE MANAGEMENT. In the event Transporter and Shipper are unable to resolve the Imbalance Quantities arising under the Rate Schedule ITS Service Agreement, the Imbalance Management resolution provisions of Section 29.5 of the GT&C of this Tariff shall apply.

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2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule NNS shall apply to Firm Storage Service rendered by Transporter to Shipper under a Rate Schedule NNS Service Agreement and shall consist of defined storage rights including (1) a Maximum Available Storage Capacity (“MAC”) to store Shipper’s Gas in Place working inventory; (2) a Maximum Daily Withdrawal Quantity (“MDWQ”); (3) a Maximum Daily Injection Quantity (“MDIQ”); (4) a maximum Available Daily Withdrawal Quantity (“ADWQ”) that is available on a variable scale between the MDWQ and zero at specified inventory Gas In Place levels as defined by the Storage Reservoir Inventory Performance Limits Chart provided on Transporter’s EBB; and (5) a maximum Available Daily Injection Quantity (“ADIQ”) that is available on a variable scale between the MDIQ and zero at specified inventory Gas in Place levels as defined by the Storage Reservoir Inventory Performance Limit Chart provided on Transporter’s EBB. The Shipper’s daily storage rights are dependent upon the amount of Gas In Place working inventory held for the Shipper’s account in storage by Transporter and it shall be the Shipper’s responsibility to maintain an amount of Shipper’s Gas In Place working inventory level sufficient to satisfy the Shipper’s needs. Shipper shall hold Transporter harmless and shall indemnify Transporter for costs or damages which may directly or indirectly arise out of or which relate to Shipper’s failure to maintain a sufficient quantity of Gas In Place in storage inventory to satisfy its needs.

- a. Shipper’s Rate Schedule NNS Service Agreement rights as detailed in the Rate Schedule NNS Service Agreement shall be stated in both Mcf at 14.73 p.s.i.a. and Dth. Transporter shall have the right to adjust the Dth storage rights quantity if there is a material change, in Transporter’s sole and reasonable operational judgment, in the average thermal content of Gas in storage (“ATC”) or the heating value of Gas on the pipeline system, as provided for in the Section 14 of the GT&C of this Tariff.

(1) Each individual Shipper's ADIQ and ADWQ shall be determined by the ratio of the Shipper's MAC as defined in the Shipper's Rate Schedule NNS Service Agreement stated as a percentage of the 1,060,000 Dth total MAC for all Shippers under this Rate Schedule. To determine the individual Shipper's ADIQ and ADWQ within the Inventory plan, Shipper shall multiply such computed Shipper specific percentage by the ADIQ and ADWQ at the various Gas in Place levels for all Shippers as described herein.

(2) Inventory Plan, including ADIQ and ADWQ

For the period December 1 through December 15, inclusive, , each Shipper must achieve and maintain a minimum required Gas in Place equal to that Shipper's proportionate percentage share of 559,590 Dth. This minimum Gas in Place for each Shipper shall be a whole number and shall be computed by (1) by dividing Shipper's MAC by 1,060,000 Dth and (2) multiplying that computed percentage by 559,590 Dth.

For the period December 16 through the end of February, inclusive, each Shipper must achieve and maintain a minimum required Gas in Place equal to that Shipper's proportionate percentage share of 69,000 Dth.

For the period May 1 through May 15, inclusive, of each year, each Shipper must have reduced and maintained its Gas in Place to equal a level no greater than 10% of Shipper's MAC but in no event less than zero.

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Failure by the Shipper to comply with the terms and conditions of this Section 2.4(b)(2) may result in Transporter issuing a Shipper specific OFO, as defined in Section 30.3(e) of the GT&C of this Tariff.

ADWQ FORMULA: The Shipper's ADWQ shall equal Shipper's MDWQ, subject to having sufficient Gas in Place to allow such withdrawals.

ADIQ FORMULA: Subject to the storage limitations described herein, the ADIQ shall vary as Gas in Place varies as follows:

Gas in Place (GIP) as a % of MAC	Shipper Percentage (SP)	Total ADIQ	Shipper ADIQ
0-60%	Shipper MAC/1,060,000	11,730	11,730*SP
60.1 - 75%	Shipper MAC/1,060,000	8,800	8,800*SP
75.1-88%	Shipper MAC/1,060,000	5,865	5,865*SP
88.1-100%	Shipper MAC/1,060,000	2,930	2,930*SP

- c. The ADIQ formula details the change in available firm injection quantity at various levels of working Gas inventory. The Shipper's ability to inject gas into storage shall be changed pursuant to the ADIQ formula detailed herein depending on the Shipper's Gas in Place.

d. Shipper shall not exceed the Storage Reservoir Inventory Performance Limit Plan as provided in Section 2.4.b of this Rate Schedule. If the Shipper exceeds the limits, Transporter shall seek Shipper's immediate cooperation to bring Shipper's Gas in Place working Gas storage inventory into compliance with the limit(s), if necessary.

- (1) If Shipper's minimum required Gas in Place referenced in Section 2.4.b(2) is not met or maintained, the Shipper's ADWQ shall be automatically reduced by the percentage indicated in the table below until such time as the Shipper's minimum required Gas in Place meets the required inventory level.

Shipper Inventory Level % of MAC	Shipper ADWQ Ratchet
Greater than or equal to 10%	100%
Less than 10%	0%

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- (2) Shippers with restricted ADWQ may be required to obtain additional supply from alternate receipt points as designated by Transporter under the circumstances set forth in Section 30.3 of the General Terms and Conditions of this Tariff.

- e. If Transporter determines, in its sole and reasonable judgment, that it is able to offer a higher end of period level for a given annual storage cycle, as specified in Section 2.4(b)(2)(above), then Transporter may post the more flexible operating condition on its EBB and may specify the higher end of Withdrawal Period Gas in Place level the Shipper may maintain at the end of said Withdrawal Period. By December 1 of each year, Shipper shall have injected sufficient Gas such that Shipper's Gas in Place working Gas storage inventory is at a level no less than 65.0% of the Shipper's MAC ("required end of Injection Period Gas in Place").
- f. Periodically, as primarily influenced by semi-annual bottom-hole shut-in tests, Transporter may evaluate its storage reservoir to determine if, in its sole and reasonable judgment, the MAC, MDIQ, MDWQ contract entitlements, and/or the Storage Reservoir Inventory Performance Limits Plan may be changed. If so required as a result of ongoing storage field operating performance, Transporter may reduce any of such contract entitlements at any one time by no greater than 10%, unless a force majeure event requires additional change in contract rights.

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4. AUTOMATIC PARK AND LOAN SERVICE CHARGES

- 4.1 APPLICABLE BASIC RATES. The applicable basic rates, including surcharges, for services under this Rate Schedule are set forth on the Statement of Rates in this Tariff, as revised from time to time.
- a. Rate Schedule APAL is not discountable.
 - b. Shipper may elect to pre-pay its anticipated charges for service at any time.
- 4.2 The minimum daily service charge shall not be zero, unless Transporter has waived one or more of the daily charges, including as required by Section 4.5 of this Rate Schedule. The maximum daily service charge shall be determined by operating conditions and by tiers.
- a. Unless a Critical Condition Alert has been issued, a system OFO has been issued or unless a Shipper specific OFO has been issued, to the extent the end-of-day accumulated Park or Loan Quantity, as determined after allocations, is less than or equal to 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day, 10% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the accumulated end-of-day net Rate Schedule APAL quantity.

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RATE SCHEDULE MCS

INTERRUPTIBLE MARKET CENTER SERVICES

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any 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 Shipper desires Parking, Loaning, Wheeling and/or TTT Service, and when:
- a. Shipper has requested service under this Rate Schedule by submitting to the Company a Request for Service using the form set forth in this Tariff.
 - b. Transporter has 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.
 - c. Shipper has completed, executed and submitted to Transporter a Rate Schedule MCS Master Service Agreement (“MCS Master Agreement”) using the form of Service Agreement contained in this Tariff.
 - d. Shipper has completed, executed and submitted to Transporter a Rate Schedule MCS Transaction Request (“MCS Transaction Request” or “Transaction Request”) in the form included in this Tariff which request, upon acceptance by Transporter, is attached as an exhibit attachment 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.

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- 2.36 “Gas in Place” means the aggregate quantity of working Gas storage inventory that a Shipper has stored in Transporter’s storage field(s).
- 2.37 “Gross Dry Heating Value” means the number of Btus produced by complete combustion, at a constant pressure, of the amount of Gas which would occupy a volume of one (1) cubic foot at a temperature of sixty (60) degrees Fahrenheit on a dry 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.
- 2.38 “Hour” means the sixty (60) minute period beginning at the top of the hour of the Day and ending at the top of the next hour (i.e. hour 1 starts at 8:00 a.m., MCT, and ends at 8:59 a.m., MCT).
- 2.39 “Imbalance” or “Imbalance Quantities” means the difference between the amount of net Gas Received by the Transporter from a Shipper (with due regard given to the FL&U Reimbursement Quantity and other allowable in-kind deductions) or for a Shipper’s account for transportation under this Tariff and the amount of Gas Delivered by Transporter to the Shipper or for the Shipper’s account, as generally determined following the daily and monthly accounting allocation processes.
- 2.40 “Injection Period” means the period commencing May 1 of any year and continuing through November 30 of such year.
- 2.41 “Intra-Day” means any Nominated, Confirmed or Scheduled quantities submitted outside of the Timely cycle.
- 2.42 “Interconnecting Pipeline” or “Interconnecting Party” means the Party or such Party’s designees that is responsible for the operations of a Gas system which interconnects with Transporter’s pipeline system and is responsible for verifying Nominations and/or scheduling Gas flow at such points of interconnection. An Interconnecting Party is also a Confirming Party.

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- 2.51 “Maximum Daily Delivery Quantity” (“MDDQ”) means the maximum quantity of Gas, net of allowable deductions, which the Shipper is entitled to receive from the Transporter at a specific Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment; provided, however, that the sum of the Shipper’s MDDQ(s) shall not be in excess of the Shipper’s MDTQ. The MDDQ for a Shipper is specified in the Rate Schedule FTS Service Agreement or in the related limited-term Partial Assignment.
- 2.52 “Maximum Daily Injection Quantity” (“MDIQ”) means the maximum quantity of Gas, net of any storage FL&U Reimbursement Quantity, that a Shipper can inject into Transporter’s storage field(s) on a firm basis. The Maximum Daily Injection Quantity is available only at certain levels of Gas in Place as defined by the NNS Rate Schedule.
- 2.53 “Maximum Daily Receipt Quantity” (“MDRQ”) means the maximum quantity of Gas which the Shipper is entitled to tender to the Transporter at a specified Primary Receipt Point(s) on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment; provided however that the sum of the Shipper’s MDRQ shall not be in excess of the Shipper’s MDTQ.
- 2.54 “Maximum Daily Transportation Quantity” (“MDTQ”) means the maximum aggregate quantity of Gas, net of allowable deductions, which the Shipper is entitled to tender to the Company for the account of the Shipper at all Primary Receipt Point(s) on any Day that Capacity at such Points is not subject to Curtailment, the maximum aggregate path capacity which the Shipper is entitled to use to transport Received quantities and the maximum quantity of Gas which the Shipper is entitled to Receive from the Transporter at a specified Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment. The MDTQ is the sum of all MDDQ(s) for a Shipper and is specified in the applicable Service Agreement(s) or in the related limited-term Partial Assignment.
- 2.55 “Maximum Daily Withdrawal Quantity” (“MDWQ”) means the maximum quantity of Gas the Shipper can withdraw from Transporter’s storage field(s) on a Firm basis on a Day. The Maximum Daily Withdrawal Quantity is available only at certain levels of Gas in Place in Rate Schedule NNS of this Tariff.
- 2.56 “Mcf” means one thousand (1,000) cubic feet of Gas.
- 2.57 “MCT” means Mountain Clock Time.
- 2.58 “MMBtu” means one million Btus.
One Dth is equal to one MMBtu.

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2.106 Unauthorized Overrun” means the Transportation of quantities in excess of Shipper’s contract entitlement under a Rate Schedule FTS or ITS Service Agreement that has not been authorized by Transporter as a Confirmed Quantity.

2.107 “Unpark” means the Delivery of Gas from a Shipper’s Parking account to a Service Agreement of the Shipper or to the Service Agreement of another Shipper.

2.108 “Upstream Party” means the Party delivering Gas to Transporter at a Receipt Point as identified by Shipper’s Nomination.

2.109 “Withdrawal Period” means the period commencing on December 1 of any year continuing through April 30 of the following year.

2.110 “Withdrawal Quantity” is that quantity of Gas Delivered from storage by Transporter for Shipper’s account.

3. CONDITIONS FOR REFUSAL OR DISCONTINUANCE OF SERVICE

3.1 Transporter may terminate a Service Agreement or otherwise refuse to provide service under this Tariff to a Shipper or applicant for service for any of the following reasons:

- a. Subject to the notice requirement set forth below, the Shipper or applicant for service has an outstanding unpaid bill with the Transporter. Transporter may elect to resume Service when the Shipper satisfies any credit requirements imposed by the Transporter, and pays the outstanding bill in full or enters into a satisfactory written payment arrangement. In the event the amount is in dispute, the Transporter may require the Shipper to make a special deposit in the amount of the disputed amount, and service will be rendered promptly. Upon settlement of the dispute, any amount owed the Shipper will be promptly refunded.

- (1) Transporter shall provide to Shipper ten (10) Days’ notice after a bill becomes delinquent that service may be discontinued unless full payment is received or unless another payment arrangement has been made. Transporter may discontinue service for unpaid bills at any time after the conclusion of such notice period.

- 13.6 The Transporter reserves the right to extract or retain, or permit the extraction of, gasoline, hydrocarbon liquids or any other substance whatsoever from, or to otherwise process or treat or cause to be processed or treated (without impairing its merchantability), the Natural Gas received from Shippers for transportation under this Tariff, provided however Transporter will Deliver to Shipper thermally equivalent quantities equal to Receipt quantities less the FL&U Reimbursement Quantity, unless otherwise agreed to in writing by Shipper. 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 the Transporter, unless otherwise agreed to in writing by Transporter, at no cost, and the Shipper shall hold the Transporter harmless and free and clear of adverse claims with respect to the same. On a basis that is not unduly discriminatory, Transporter may enter into an agreement with a Shipper(s) or other Party which provides for processing fees or for the disposition of revenues generated by the sale of any extracted liquids and liquefiable hydrocarbons or other products extracted from Gas transported under this Tariff. Should any Natural Gas tendered by Shipper(s) to Transporter in connection with this provision fail at any time to conform to any of the requirements of this section, Transporter, in its sole discretion, may refuse to Deliver to Shipper(s) such thermally equivalent quantities and/or to pay Shipper(s) for such Natural Gas and/or for any extracted liquids and liquefiable hydrocarbons or other products extracted from such Natural Gas, and Shipper(s) shall reimburse Transporter for any loss of revenue or damages incurred, as determined solely by Transporter, as a result of Shipper's(s') delivery of such non-conforming Natural Gas.
- 13.7 COMMINGLING. Gas Delivered by Shipper will be commingled with the Gas of other Shippers in the System. Accordingly, Shipper's Gas shall be subject to such changes in Thermal Content and other specifications as may result from such commingling.

Footnote: Moved to Sheet No. 119

14. ADJUSTMENT OF CONTRACT ENTITLEMENTS DUE TO CHANGE IN BTU.

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Transporter and Shipper have agreed to contract entitlement(s) as stated in the Shipper's Service Agreements in Mcf and Dth under Rate Schedules FTS and NNS. The conversion of such entitlement(s) from Mcf to Dth is based upon an assumed average Thermal Content of Gas Received on and Delivered from the pipeline. Should the average Thermal Content of Gas change by more than 20 Btu as determined by Transporter no more than once annually, Transporter may adjust the Dth contract entitlements set forth in said Service Agreements accordingly to prevent the pipeline system from being overcommitted on a thermal basis. A corresponding rate adjustment may be filed with the Colorado PUC.

15. POSSESSION OF, TITLE TO, AND WARRANTY OF GAS

15.1 POSSESSION OF GAS. Shipper shall be deemed to be in exclusive control and possession of Gas to be transported under this Tariff until such has been Received by Transporter at the Receipt Point(s). Transporter shall be deemed to be in possession of the Gas Delivered by the Shipper only from the time it is Received by Transporter for transportation at the Receipt Point(s) until it is Delivered to the Shipper at the Delivery Point(s). The Shipper shall be deemed to be in possession of such Gas prior to such Receipt and after such Delivery. Transporter shall have no responsibility with respect to such Gas before Receipt by it or after Delivery to the Shipper. The Shipper shall have no responsibility with respect to such Gas while it is deemed to be in Transporter's possession.

15.2 TITLE TO GAS. With the exception of the quantities retained by the Transporter for the FL&U Reimbursement Quantity and other allowable in-kind deductions, and except as provided in Section 13.6 of these GT&C, title, or the right to acquire title, to all Gas Delivered by the Shipper to Transporter for Transportation under this Tariff shall be held by the Shipper. Except as provided in this Tariff, Transporter shall not take title to the Gas transported or stored pursuant to a Service Agreement.

Footnote: Moved from Sheet No. 118.

- g. 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., MCT, on the Day Nominations are due. The Company shall receive Confirmations for Intra-Day service from all upstream and downstream interconnecting Parties as provided for in the Section 18.1.c(2) of these GT&C.
- h. Confirmation by Transporter. Nominations submitted in accordance with this Section 18 shall not become effective until Transporter has confirmed the nominated Receipt and Deliveries with upstream and downstream parties. With respect to each of the five (5) currently effective NAESB nomination cycles, as may be revised from time to time, at a Receipt Point or Delivery Point, the lesser of Transporter's or the Interconnecting Party's confirmed quantities will be the confirmed quantity.
- i. Confirmed and Scheduled Quantities. The Transporter will schedule Gas flow quantities on a daily basis consistent with the priorities established in Section 17, Scheduling Principles for, and Determination of, Receipts and Deliveries, of the GT&C of this Tariff. The Company shall provide Scheduled Quantities for first of Month and next Day nominations by 4:00 p.m., MCT, on the Day before Gas flow to the Shipper and Point Operator. By the end of each Gas Day, the Company shall make available to the 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 Section 18.3 of these GT&C. 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.

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- j. Inaccurate Nominations. Based upon the information that the Company has available concerning the quantity of Gas actually Received from and Delivered to the Shipper, or for the 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 Shipper that it has a specified time 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 one (1) hour before the last Intra-Day Nomination deadline established in the tariff(s) of interconnecting Party(s). In said notice, the Transporter shall inform the 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 GT&C of this Tariff, a 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 Shipper. If the discrepancy is not brought within the five (5) percent tolerance within the specified time, 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.

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

- a. If the quantity of Gas available is equal to or greater than the total quantity of the daily Nominations at a point, Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;
- b. If insufficient Gas is available to satisfy Firm Nominations, the available Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;

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

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19. ALLOCATION OF CAPACITY

- 19.1 Capacity availability is determined by using Company's engineering analysis.
- 19.2 The Company may, but is not obligated to, list available point and/or path segment Capacity on its EBB.
- 19.3 The available Capacity required to meet the On-System demand behind the Black Hills Gas Distribution, LLC system shall be assigned to that company. Black Hills Gas Distribution, LLC shall make limited-term Partial Assignments of such Capacity pursuant to its tariff to a Shipper(s). Except as otherwise provided in this Tariff, any unsubscribed Off-System Capacity shall be made available to any Shipper or applicant for Transportation Service meeting the requirements of the applicable rate schedule on a highest economic value, first-come, first-served basis.
- 19.4 New Service Requests. Transporter may grant requests for Off-System service under Rate Schedules FTS and ITS, in a manner that is not unduly discriminatory, within the following time periods and subject to the listed conditions so long as no facility modifications are required: (a) For service with a term of one (1) year or longer, the service must be requested to begin no later than three (3) months from the date the request is granted, (b) For service with a term greater than three (3) months but less than one (1) year, the service must be requested to begin no later than one (1) month from the date the request is granted, (c) For service with a term of three (3) months or less, the service must be requested to begin no later than ten (10) Business Days from the date the request is granted. Requests for On-System service under Rate Schedules FTS, APAL and NNS shall be granted in a manner that is not unduly discriminatory within the following time periods and subject to the listed conditions so long as no facility modifications are required: (a) For service with a term of one (1) year or longer, the service must be requested to begin no later than three (3) months from the date the request is granted, unless otherwise agreed to in writing. In the event a system expansion is proposed, the timing of the new service requests will be determined by the terms of such expansion.

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19.5 Transporter may, but is not required to, hold future open seasons from time to time with respect to Off-System Transportation and/or Storage Capacity, if applicable then available for Transportation or Storage Service on its system, or any portion thereof, during which the Company will solicit bids, either binding or non-binding at Transporter's election, for the Capacity specified in the open season notice posted in the Informational Postings section of Transporter's EBB. Transporter may establish minimum terms and conditions for acceptable bids. All bids for the posted Capacity that are received during the period established for the open season shall be deemed to have been received at the same time. Transporter may award the Capacity offered through the open season process to the bidder offering the highest sufficient economic value as determined by a net present value calculation and credit evaluation. Transporter may weigh various economic factors and shall post such weighting process before bids are accepted. In the event that bids of equal value are received, the Capacity will be offered to the winning bidders pro rata based on the respective level of Capacity requested by each of said bidders.

19.6 The Company under no circumstances shall be obligated to sell Capacity on its system at a total rate less than the sum of the maximum rates set forth in this Tariff for the applicable Rate Schedule.

20. **THIRD PARTY CAPACITY.** Transporter may enter into transportation and/or storage agreements with upstream and/or downstream entities, including interstate and intrastate pipelines and storage providers ("third party capacity"). In the event Transporter acquires such third party capacity, Transporter shall use such capacity for operational reasons or to render service for its Shippers on the third party capacity. If Transporter acquires capacity from a third party for a Shipper's use, Shipper shall be required to pay Transporter the rates and charges Transporter is obligated to pay such third Party(s) for the third party capacity.

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22. REVENUE ADJUSTMENT MECHANISM.

- 22.1 **APPLICABILITY.** On-System Shippers taking service under Rate Schedule FTS are subject to a Revenue Adjustment Mechanism (“RAM”) which is designed to adjust rates through application of a RAM Credit to reflect changes to certain net revenues as provided for in this section. The RAM Credit will be subject to annual change effective on January 1 of each year. The RAM Credit is a credit to the FTS Reservation Charge as set forth on the Statement of Rates in this Tariff.
- 22.2 **ANNUAL FILINGS.** Each proposed revision in the RAM will be accomplished by filing an advice letter with the Colorado PUC on or before November 1 of each year to take effect on the following January 1. Transporter will include in its annual RAM filing all pertinent information and supporting data.
- 22.3 **IMPLEMENTATION OF THE INTERIM RAM CREDIT AND NEXUS TO 2017 GENERAL RATE FILING.** In conjunction with implementation of the decision on Advice Letter 106, the Company will file an Advice Letter regarding the RAM Credit to reflect an estimate of base contract revenues received from RAM Base Contracts (as defined in Section 22.5 below), for the period June 1, 2018 to December 31, 2018. This interim RAM Credit will also include all other components described in Section 22.5. The Company will update the interim RAM Credit on the normal filing schedule through an Advice Letter filing on or before November 1, 2018.
- 22.4 **RAM CREDIT CALCULATION.** The RAM Credit shall be equal to the sum of the applicable net annual revenues and net annual costs from each of the components listed in Section 22.5. The unit credit shall be determined by dividing the tracked and trued-up net revenues and costs by the total maximum rate On-System MDTQ under Rate Schedule FTS. Discounted MDTQ will be excluded from the calculation of the RAM Credit.

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22.5 APPLICABLE REVENUES TO BE INCLUDED IN THE RAM CREDIT.

- a. REVENUES FROM OFF-SYSTEM TRANSPORTATION SERVICE UNDER RATE SCHEDULES FTS, FTS-1, ITS AND ITS-1. The RAM Credit shall include the net revenues projected to be received for the calendar year following the date of the annual RAM filing from the Firm and Interruptible Off-System Service Agreements that were in effect as of May 31, 2018 and designated as base contracts for the determination of the RAM Credit (“RAM Base Contracts”). The RAM Credit also shall include twenty-five percent (25%) of all revenue projected to be received during said calendar year from Firm and Interruptible Off-system Service Agreements that became effective on or after June 1, 2018. In determining the revenues to include in the calculation of the annual RAM Credit, projected net revenues projected under this paragraph shall be trued-up with the actual applicable revenues received for the twelve months ending September 30 of the year in which the RAM Credit filing is made. In the determination of revenues subject to this paragraph Transporter may exclude from the tracked and trued-up applicable net revenues any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.
- b. REVENUES FROM RATE SCHEDULE MCS SERVICE. The RAM Credit shall include seventy percent (70%) of net monthly revenues actually received by Transporter for service rendered under Rate Schedule MCS for the twelve months ended September 30 of the calendar year in which the annual RAM filing is made. Transporter may exclude from the applicable net revenues any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.

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- c. REVENUES FROM LIQUID PRODUCTS SALES, CONDENSATE SALE REVENUES OR PROCESSING FEES AT OR NEAR THE RIFLE PROCESSING FACILITY. The RAM Credit shall include the net revenues projected to be retained by Transporter for the calendar year following the date of the annual RAM filing from liquid products sales, condensate sale revenue or processing fees at or near the Rifle Processing Facility up to a base annual amount in the RAM of \$260,000. The RAM Credit also shall include 75% of net Rifle-related condensate or processing revenues retained by Transporter which are greater than \$260,000 annually. Projected net revenues from liquid products sales, condensate sale revenue or processing fees at or near the Rifle Processing Facility shall be trued-up with actual applicable liquid products sales, condensate sale revenue or processing fees revenue received using data for the twelve months ending September 30 of the year in which the RAM Credit filing is made. Transporter may exclude from the tracked and trued-up applicable net revenues, any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.

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- d. **REVENUES FROM LIQUID PRODUCTS SALES. CONDENSATE SALE REVENUES OR PROCESSING FEES AT OR NEAR THE PICEANCE PROCESSING FACILITY.** The RAM Credit shall include the net revenues projected to be retained by Transporter for the calendar year following the date of the annual RAM filing from liquid products sales, condensate sale revenue or processing fees at or near the Piceance Processing Facility up to a base annual amount in the RAM of \$142,000. The RAM Credit also shall include 75% of net Piceance-related condensate or processing revenues retained by Transporter which are greater than \$142,000 annually. Projected net revenues from liquid products sales, condensate sale revenue or processing fees at or near the Piceance Processing Facility shall be trued-up with actual applicable liquid products sales, condensate sale revenue or processing fees revenue received using data for the twelve months ending September 30 of the year in which the RAM Credit filing is made. Provided however, Transporter may exclude from the tracked and trued-up applicable net revenues any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.
- e. **OPERATIONAL PURCHASES AND SALES.** Beginning in June 2014, Transporter will track the costs and revenues associated in any month with operational purchases and sales. Transporter shall include one hundred percent (100%) of the net amount of such costs and revenues in the next RAM Credit filing. Such costs and revenues associated in any month with operational purchases and sales will exclude any amounts capitalized, included in Transporter's FL&U reimbursement percentage or otherwise recovered through Transporter's established basic rates. The RAM filing will be updated annually with these amounts.
- f. **REVENUES FROM AUTOMATIC PARK AND LOAN SERVICE.** The RAM Credit shall include one hundred percent (100%) of net monthly revenues actually received by Transporter for service rendered under Rate Schedule APAL for the twelve months ended September 30 of the calendar year in which the annual RAM filing is made.

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23. FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) REIMBURSEMENT MECHANISM

- 23.1 At least once annually, Transporter shall compute a reimbursement percentage(s) for FL&U to compensate Transporter for the FL&U experienced in its operations. Shipper shall be responsible for providing FL&U Reimbursement at each Receipt Point on a pro rata basis based on the quantities received on any Day. Transporter shall apply the deduction for the applicable reimbursement percentage(s) to Receipt Point quantities and Transporter shall have full title to such Gas following such reimbursement.
- 23.2 Transporter shall have the right to discount its FL&U reimbursement percentage in a not unduly discriminatory manner.
- 23.3 APPLICABILITY OF REIMBURSEMENT PERCENTAGES. Transporter may post to the Informational Postings section of its EBB those locations or those Receipt and Delivery combinations that are not subject to the FL&U Reimbursement Quantity percentage (i.e. no-fuel paths and locations). All Receipts will be subject to the FL&U Reimbursement Quantity percentage, unless discounted.
- 23.4 FL&U Reimbursement Quantity calculations shall be rounded to the nearest Dth for each Nomination transaction.
- 23.5 FL&U Reimbursement quantities have the same scheduling priority as the related transportation or storage transaction.

24. SYSTEM SAFETY AND INTEGRITY RIDER

24.1 APPLICABILITY. Rate Schedules for natural gas service are subject to a System Safety and Integrity Rider (“SSIR”) designed to collect Eligible System Safety and Integrity Costs, as defined herein. The SSIR rates will be subject to annual changes to be effective on January 1 of each year. The SSIR will include all costs associated with SSIR Projects for calendar years 2018 through 2022. The SSIR will recover costs for the 2018 through 2022 SSIR Projects until such costs are rolled into base rates as described in Section 24.5. The SSIR rates to be applied to each Rate Schedule are as set forth on the statement of effective rates, charges and fees, Sheet Nos. 8 through 10 of this Tariff.

24.2 ANNUAL FILINGS. Each proposed revision in the SSIR rates will be accomplished by filing an advice letter on November 1 of each year to take effect on the following January 1. The Company will include in its annual SSIR filing all pertinent information and supporting data related to Eligible System Safety and Integrity Costs, e.g., project description and scope, project costs, in-service date, etc. The Company will submit a report each year by April 1 detailing the Project costs incurred during the previous year. This report will explain how the Project costs were managed and any deviations between budgeted and actual costs. To the extent interested parties wish to challenge any of the activities or their respective costs, they can request that the Commission convene a hearing within ninety (90) days of the date the Company files its report.

24.3 DEFINITIONS.

- a. “Deferred SSIR Balance” shall be equal to the balance, positive or negative, of SSIR revenues at the end of the 12-month period for the year prior to the annual SSIR filing less the Eligible System Safety and Integrity Costs as projected by the Company for that 12-month period.

- b. “Eligible System Safety and Integrity Costs” shall mean (1) a return, at a percentage equal to the Company’s projected weighted average cost of capital grossed up for taxes, on the projected increase in the month ending net plant in-service balances associated with the Projects for the following 12-month period in which the SSIR rates will be in effect, exclusive of all plant in-service included in the determination of the revenue requirements approved in the Company’s last general rate case; (2) the plant-related ownership costs associated with such incremental plant investment, including depreciation, accumulated deferred income taxes, and all taxes including income taxes and property taxes; and (3) the projected operation and maintenance expenses related to the Projects for the following 12-month period in which the SSIR rates will be in effect. The return and income taxes and plant related costs associated with improvements or upgrades to facilities, made in the normal course of business, shall be excluded from Eligible System Safety and Integrity Costs.
- c. “System Safety and Integrity Projects” (“Projects”) shall mean one or more of the following:
- (1) Projects in accordance with Code of Federal Regulations Title 49 (Transportation), Part 192 (Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards), Subpart O (Gas Transmission Pipeline Integrity Management), including projects in accordance with the Company’s transmission integrity management program (“TIMP”) and projects in accordance with State enforcement of Subpart O and the Company’s TIMP;
 - (2) Projects in accordance with Code of Federal Regulations Title 49 (Transportation), Part 192 (Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards) addressing underground gas storage facilities, including projects in accordance with the Company’s storage integrity management program (“SIMP”) and projects in accordance with State enforcement of these federal regulations and the Company’s SIMP; and

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(3) Projects in accordance with interim and final rules and regulations, advisories or directives of the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration and other state and federal agencies that have jurisdiction over the Company that become effective on or after November 1, 2013 relating to pipeline system and underground storage facility safety and integrity.

Projects shall be analyzed based upon objective criteria, such as, but not limited to: specific regulatory requirements, threat assessment, corrosion control analysis, pipeline or storage facility vintage, pipeline or storage facility material, pipeline or storage facility design and class location, pipeline or storage facility configuration and segmentation, pipeline or storage facility system constraints, pipeline or storage facility replacement history, population density, pipeline or storage facility maintenance and internal inspection history, pipeline piggability, existence and reliability of asset and testing records, pipeline or storage facility leakage and other incident history, subject matter expert knowledge, project timeframe, weather and climate constraints on the construction season, permitting constraints, probability of pipeline or storage facility testing failures and dewatering constraints, service outage management, and source of supply and availability of alternate gas supply. As part of its analysis, the Company shall identify and describe the proposed projects that are for high-risk gas infrastructure by providing its risk assessment for each such project including, if applicable, the probability of failure, the consequences of failure for the project and how it prioritized the project for which it seeks recovery.

- d. "SSIR True-Up Amount" shall be equal to the difference, positive or negative, between the Eligible System Safety and Integrity Costs as projected for the 12-month period for the year prior to the annual SSIR filing and the actual Eligible System Safety and Integrity Costs incurred by the Company for that 12-month period.

RESERVED FOR FUTURE USE

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21. CONTINUOUS SERVICE. Transporter will exercise reasonable diligence and care to furnish continuous service to its Shippers, and to avoid any Interruptions or Curtailments of that service. The Shipper has been advised of, and has recognized before utilizing Transporter's service, the hazards of continuity of service. Transporter shall not be liable for Interruptions or Curtailments, or any loss or damage of any kind occasioned thereby, including consequential and punitive damages, to any Shipper, On-System Contract Assignee, End-User, or other entity if the same is caused by accident, acts of God, floods, fire, strikes, riots, earthquake, avalanche, war, or any other cause or contingency beyond its control.

- c. By the ninth (9th) Business Day of the month following the end of the month, the Transporter will make available to the Shipper, in the Imbalance Statements on Transporter's EBB, the production month-end Imbalance Quantity and/or the production month-end Rate Schedule APAL Park or Loan Quantity for said monthly billing period. Imbalance Quantities and/or Rate Schedule APAL Park or Loan Quantity may be traded between the ninth (9th) and eleventh (11th) Business Days among a Shipper's Service Agreements or between the like-kind Service Agreement of another Shipper as long as the trade offsets, in whole or in part, the Imbalance Quantities and/or the Rate Schedule APAL Park or Loan Quantity with respect to the affected Service Agreements. Said trades among a Shipper's own agreements or between the like kind Service Agreements of trading Shippers will be subject to validation for the like-kind trades (i.e., Off-System FTS/ITS with Off-System FTS/ITS; On-System FTS with On-System FTS in the event of suspension of APAL; and, On-System APAL with On-System APAL). Shippers will enter such trades on Transporter's EBB. The Shipper may request a transfer of the end of month Imbalance Quantity to, or from, as applicable, a Rate Schedule MCS Service Agreement and, if available, Transporter shall confirm and schedule such transfer.

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- (ii) If, in the Transporter's judgment, impending operating conditions will cause the delivery pressure to one or more 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 Transportation Service be made at a uniform hourly flow rate effective three (3) hours after issuance of the OFO. Failure to comply with such order on a timely basis will subject non-complying Shippers to the penalty specified in this section. If only one Segment of the 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 the Transporter's system will be made on a prospective basis only.
- (iii) In the event there is a need for the 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 portions of the system, the Company may issue an OFO(s) pursuant to this paragraph, without the existence of a force majeure event, which will contain an estimate of the time, duration, and impact of the activity. This provision is in addition to Section 27, Limitations on Obligations, of these GT&C, 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.
- (iv) Transporter may, on a not unduly 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.

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- e. On any Day that an OFO is in effect, all quantities tendered or all quantities not tendered on an individual Service Agreement basis to the Transporter by a Shipper and/or taken by a Shipper on a daily basis in violation of the Transporter's OFO shall constitute unauthorized Receipts or Deliveries for which a charge of \$25.00 per Dth shall be assessed unless the quantities are otherwise cured under the terms of the Rate Schedules of this tariff. With respect to quantities tendered or taken on a daily basis in violation of an OFO, the Shipper also shall be assessed a charge equal to the highest Cash Out Price as defined in the Imbalance Management section of the GT&C of this Tariff 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. Shippers will be exempt from penalties on imbalances that result from complying with an OFO. Imbalances accrued as a result of compliance with an OFO will be cashed out at 100% of the index price as noted above, and such amount of Imbalance will be excluded from the monthly cash out provisions. Upon an OFO becoming effective, as specified in the OFO or as provided in this section, 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 Shipper, Transporting Pipeline, or other Party adjusts its tenders or takes within such notice period, then no charge, as provided for herein, shall be assessed.

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- a. Unauthorized Receipts. Any unauthorized Gas received onto the Company's system shall become the property of the Company immediately. Unauthorized Gas is any gas received onto the system without a corresponding Service Agreement nomination in place.
- b. Unauthorized Deliveries. When Unauthorized Gas is taken from the Company's system by a Point Operator without a Service Agreement, such Gas shall be treated as Unauthorized Delivery. Unauthorized Delivered Gas treated as an Operator overrun will be deemed to have used the Transporter's facilities. The Operator shall be deemed to have purchased the Gas at a price equal to 150% of the "Cash Out Index Price", as defined in Section 30.3.e of the GT&C of this Tariff for the month in which the Operator overrun Gas is taken, unless otherwise agreed to in writing.
- c. If Point Operator receives Unauthorized Gas during an OFO period, in addition to the provisions set forth above in Section 30.4(b), the Point Operator will be subject to unauthorized deliveries charges as contained in Section 30.3.e of these GT&C in addition to this Section 30.4, if applicable.

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
(APPLICABLE TO FIRM AND INTERRUPTIBLE
TRANSPORTATION SERVICE RATE SCHEDULE)
(Continued)**

- 4. RECEIPT POINT(S) AND DELIVERY POINT(S):** On a primary basis, 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 on a primary basis, hereunder shall be delivered on the outlet side of the measuring station(s) at or near the point(s) specified in Appendices B and C.

Additional information concerning receipt and delivery points, including the use of secondary or alternate receipt and delivery points, is set forth in the Tariff or on Appendices A, B, and C to this Agreement, which are incorporated herein by reference.

- 5. QUALITY:** Unless otherwise agreed to in writing between the parties, 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 not unduly discriminatory basis, any gas for transportation, which does not meet such quality specifications.

- 6. PROCESSING:** Unless otherwise agreed to in writing between the parties, 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.

- 7. 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.

- 8. INTERPRETATION AND MODIFICATION:** The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado.

- 9. COLORADO PUC JURISDICTION:** This agreement, and all its rates, terms and conditions as set out in this agreement and as set out in the Tariff provisions which are incorporated into this agreement by reference shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.

**FORM OF TRANSPORTATION SERVICE AGREEMENT
(APPLICABLE TO FIRM AND INTERRUPTIBLE
TRANSPORTATION SERVICE RATE SCHEDULE)
(Continued)**

- 10. AGENCY AGREEMENTS:** As required by Commission regulation, this Agreement contains the following provision: "If the end-use customer uses a marketing broker for nomination, gas purchases, and balancing, the end-use customer shall provide the utility with an agency agreement." The Agent and Shipper shall be jointly and severally liable for all payments due and owing Transporter for all services provided under this Agreement.
- 11. 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.
- 12. 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, for, Off System Deliveries, (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.
- 13. SPECIFIC INFORMATION:** Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and _____ ("Shipper").

Type of Transportation Service: ☐ FTS – Seasonal Rate Option (On-System Delivery Points)
☐ FTS – Standard Rate Option (On-System Delivery Points)
☐ FTS (Off-System Delivery Points)
☐ ITS

Contract Date: _____

Contract #: _____

Associated Contract #: _____ / Type: _____

Associated Contract #: _____ / Type: _____

Associated Contract #: _____ / Type: _____

Associated Contract #: _____ / Type: _____

Primary Term: _____

Contract Renewal Term: ☐ Month to month
☐ Other: _____

Termination Notice: _____

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPENDIX A**

Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and _____ ("Shipper").

Contract #: _____

Associated Contract #s: _____

MDRQ:

Point of Receipt (Primary or Secondary)	Meter #	Maximum Daily Receipt Quantity (MDRQ)
		Dth/d

This Appendix A supersedes and cancels any previously effective Appendix A to this Transportation Service Agreement.

Effective Date: _____

Other Terms and Conditions (if applicable):

**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPENDIX B**

Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and _____ ("Shipper").

Contract #: _____

Associated Contract #s: _____

MDDQ:

Point of Delivery (Primary or Secondary)	Meter #	Maximum Daily Delivery Quantity (MDDQ)
		Dth/d

MDTQ: _____ Dth/d

This Appendix B supersedes and cancels any previously effective Appendix B to this Transportation Service Agreement.

Effective Date: _____

Other Terms and Conditions (if applicable):

**FORM OF NO-NOTICE STORAGE AGREEMENT (NNS)
(APPLICABLE TO RATE SCHEDULE NNS)**

By and between

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy (a Colorado Limited Liability Company)

And

(Shipper or requestor)

NNS Agreement #: _____

Associated FTS Agreement #: _____

State of Incorporation: _____

Effective Date: _____

Primary Term: _____

This agreement is coterminous with the applicable Rate Schedule FTS Agreement and shall be rendered invalid if said Rate Schedule FTS Agreement is terminated.

1. TARIFF:

Transporter's Gas Tariff, the Rate Schedule NNS and the General Terms and Conditions shall govern the service hereunder. For any conflicts between this Agreement and the Tariff, as may be revised from time to time, the Tariff shall govern. 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 Colorado PUC 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.

2. SERVICE:

Storage Injection and Withdrawal at Withdrawal Point and at the Injection Point shall be on a firm basis, whether quantities are scheduled or are provided on a No-Notice, unscheduled basis. Transporter agrees to provide injection, storage, and withdraw services as provided for in Transporter's Tariff up to the maximum entitlements identified in the attached Exhibit A, made a part of hereof.

**FORM OF NO-NOTICE STORAGE AGREEMENT
EXHIBIT A**

Customer must have completed a Credit Application with Transporter and have an executed and active Rate Schedule FTS Agreement or limited-term Partial Capacity Assignment to serve certain Black Hills Gas Distribution, LLC Delivery Points as defined in the General Terms and Conditions 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 Rate Schedule NNS Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule NNS or any superseding rate schedule, and all applicable General Terms and Conditions which are in effect during the term of this Exhibit.

Service under Rate Schedule NNS is firm so long as Shipper has available credit, as determined by Company.

This Exhibit A supersedes and cancels any previously effective Exhibit A to the referenced NNS.

Transaction Date (Effective Date): _____

NNS Agreement #: _____

Associated FTS Agreement#: _____

Associated APAL Agreement#: _____

Delivery Period: _____ to _____

At the end of the term of this Exhibit A, Shipper must have withdrawn 100% of all Gas in Place as provided for in Transporter's Tariff.

Entitlements and Contract Year Terms by Month:

Contract Year: _____

Maximum Available Capacity ("MAC"): _____ Dth/d

Maximum Available Withdrawal Quantity ("ADWQ"): _____ Dth/d

Maximum Daily Withdrawal Quantity (MDWQ): _____ Dth/d

Maximum Available Injection Quantity ("ADIQ"): _____ Dth/d

Maximum Daily Injection Quantity ("MDIQ"): _____ Dth/d

Rates: Shipper is responsible for payment of all charges assessed by Transporter pursuant to the Transporter's Tariff.

Receipt and Delivery:

Primary Receipt Point(s): Storage Withdrawal Point

Location Name: _____

Number: _____

Primary Delivery Points: Storage Injection Point

Location Name: _____

Number: _____

**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT
EXHIBIT A**

Customer must have completed a Credit Application with Transporter and have an executed and active Rate Schedule FTS Agreement or Partial Capacity Assignment to serve certain Black Hills Gas Distribution, LLC Delivery Points as defined in the General Terms and Conditions 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 Rate Schedule APAL Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule APAL or any superseding rate schedule, and all applicable General Terms and Conditions which are in effect during the term of this Exhibit.

Service under Rate Schedule APAL is available to Shippers so long as Transporter has not suspended its availability on Transporter's interactive Electronic Bulletin Board (EBB) and only so long as Shipper has available credit, as determined by Company.

This Exhibit A supersedes and cancels any previously effective Exhibit A to the referenced APAL

Transaction Date (Effective Date): _____

Associated FTS Agreement #: _____

Associated NNS Agreement #: _____

Rate(s): Stated contract rates To Include Rate(s) for Daily park, un-park, loan or loan payback quantities, and/or Rate(s) for end of day net balance. Shipper is responsible for payment of all surcharges assessed by Transporter pursuant to the Transporters' General Terms and Conditions. During Critical periods Transporter reserves the right to rescind availability of Rate Schedule APAL services or to charge penalty rates as indicated in the APAL Rate Schedule.

Receipt and Delivery Limitations (if applicable):

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
(APPLICABLE TO RATE SCHEDULES MCS)**

MCS Master Agreement #: _____

By and between

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy (a Colorado Limited Liability Company)

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 Rate Schedule 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 TTT under any Rate Schedule 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 Rate Schedule 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 Rate Schedule MCS Transaction Request.

**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
(APPLICABLE TO RATE SCHEDULES 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 Master 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 the 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 Colorado Public Utilities 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 Rate Schedule MCS Master Agreement will be supplemented with a Rate Schedule MCS Transaction Request for each individual Parking, Loaning, Wheeling or TTT action. Each Rate Schedule MCS Transaction Request will be posted as a new Exhibit to the Rate Schedule MCS Master Agreement and such transaction will not require any amendment to the MCS Master Agreement. Each Rate Schedule MCS Transaction Request will include the stated quantity to be Parked, Loaned, Wheeled, Transferred, Unparked or Loan Paybacked, 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, TTT 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 Section 6 of General Terms and Conditions.

**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
(APPLICABLE TO RATE SCHEDULES MCS)
(Continued)**

- 7. NOTICES AND COMMUNICATION:** All notices and communications with respect to this Rate Schedule 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 Rate Schedule 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 Rate Schedule MCS Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Colorado.

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
(APPLICABLE TO RATE SCHEDULES MCS)
(Continued)**

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Shipper Confirmation and Transporter Acceptance / Authorization: Shipper shall confirm Shipper's agreement to the terms and conditions of this Agreement by returning two executed originals of this Agreement to Transporter. This Agreement shall be accepted and authorized upon Transporter's counter execution of this Agreement and Transporter shall communicate acceptance of this Agreement by sending a copy of the fully executed Agreement 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:

Rocky Mountain Natural Gas LLC
d/b/a Black Hills Energy
1515 Wynkoop Street, Suite 500
Denver, CO 80202

Shipper: (Shipper's Name and Address)

Attn: _____

By: _____

By: _____

Title: _____

Title: _____

**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
TRANSACTION REQUEST
EXHIBIT No. _____**

Shipper must execute or have previously executed a currently effective MCS Master 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 Master 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 Paybacked or Wheeled or TTT as agreed with Transporter's Shipper by this end date, Transporter shall exercise its rights to this gas, including cashout, 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: _____

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
TRANSACTION REQUEST
EXHIBIT No. _____
(Continued)**

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 TTT 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 shall 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.

**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE
AGREEMENT ("MCS MASTER AGREEMENT")
TRANSACTION REQUEST
EXHIBIT No. _____
(Continued)**

AGREED TO BY:

The individual signing this Transaction Request 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 Transaction Request, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

Transporter:

Rocky Mountain Natural Gas LLC
d/b/a Black Hills Energy
1515 Wynkoop Street, Suite 500
Denver, CO 80202

By: _____

Title: _____

Shipper: (Shipper's Name and Address)

Attn: _____

By: _____

Title: _____

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FORM OF AGENCY AGREEMENT

The undersigned, by and on behalf of _____
("Shipper"), 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 responsibilities, as specified below, under the
following agreements, by and between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter")
and Shipper, as applicable (each, an "Agreement"; collectively, the "Agreements"):

- ☐ Firm Transportation Service (Rate Schedule FTS)
Agreement No. _____, dated _____, _____
- ☐ Interruptible Transportation Service (Rate Schedule ITS)
Agreement No. _____, dated _____, _____
- ☐ Firm No-Notice Storage Service (Rate Schedule NNS)
Agreement No. _____, dated _____, _____
- ☐ Interruptible Automatic Park and Loan Load-Following Service (Rate Schedule APAL)
Agreement No. _____, dated _____, _____
- ☐ Master Market Center Services (MCS) Agreement No. _____, dated _____, _____
- ☐ Agent for point operator – Meter No(s). _____
- ☐ Other (Specify) _____

FORM OF AGENCY AGREEMENT
(Continued)

1. Shipper authorizes Agent to act on its behalf in managing the following functionalities of Shipper'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 point operator agents only)			
Location Confirmation (for point operator agents only)			

**FORM OF AGENCY AGREEMENT
(Continued)**

2. In the event that Agent or Shipper 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 shall not be entitled to continued service, regardless of whether Shipper has made payment to Agent, until Transporter receives full and complete payment or satisfactory payment arrangements between Shipper and Transporter have been made as determined by Transporter. Shipper 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 shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the above-referenced Agreement(s).
3. Transporter may rely on communication from Agent for all purposes. Communications by Transporter to Agent shall be deemed notice to Shipper.
4. Agent and Shipper acknowledge and agree that this Agency Agreement may be revoked by Transporter or the above-referenced Agreement(s) between Transporter and Shipper may be suspended or terminated by Transporter in accordance with Transporter's Tariff. Regardless of such revocation, suspension or termination, Shipper 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 upon such revocation, suspension or termination shall be determined and resolved in accordance with Transporter's Tariff.
5. All obligations of Shipper 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.
6. Agent and Shipper 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.

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Rocky Mountain Natural Gas LLC
d/b/a Black Hills Energy

Colo. PUC No. 4
Second Revised Sheet No. 205
Cancels First Revised Sheet No. 205

**FORM OF AGENCY AGREEMENT
(Continued)**

7. 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.
8. 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 and Agent, as applicable, represents and warrants that he or she is an officer of Shipper or Agent, as applicable, or otherwise possesses the requisite authority to do so and thereby bind Shipper 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)

(Shipper's Agent)

(print name)

(print name)

Title: _____

Title: _____

CONSENTED TO BY TRANSPORTER:

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy
1515 Wynkoop Street, Suite 500
Denver, CO 80202

By: _____

Title: _____

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