

## Schedule of Rates

### For Gas Service

Available in the Entire Territory Served By

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

7060 Alegre Street  
Fountain, CO 80817

[www.blackhillsenergy.com](http://www.blackhillsenergy.com)

Customer Service: 888.890.5554



NOTICE

This tariff cancels and supersedes in its entirety the following tariffs:

Black Hills/Colorado Gas Utility Company, Inc.  
Colorado P.U.C. Volume No. 3  
And  
Black Hills Gas Distribution, LLC  
Colorado P.U.C. Volume No. 7

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**Tariff Change Symbols**

<b>Symbol</b>	<b>Signifying</b>
C	Change in text due to a changed regulation, term, or condition that does not affect rates.
D	Discontinued service or deleted material.
I	Rate Increase.
R	Rate reduction.
M	Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
N	New material, including new products, services, rates, terms, or conditions.
T	Change in text not related to changes in rates, charges, terms, or conditions.

RESERVED FOR FUTURE USE

**Territories Served**

**Rates R-1, SC-1, LC, I/S and SCTS-1  
Central GCA Region**

Natural gas service is supplied in the following franchised cities, towns and communities and/or adjacent fringe and rural territories, as well as certain rural areas in Bent, Crowley and Otero Counties.

<u>Locality</u>	<u>County</u>
Cheraw	Otero
Crowley	Crowley
Fowler	Otero
La Junta	Otero
La Junta Gardens*	Otero
Las Animas	Bent
Manzanola	Otero
North La Junta*	Otero
Olney Springs	Crowley
Ordway	Crowley
Rocky Ford	Otero
Sugar City	Crowley
Swink	Otero

\* Unincorporated

### **Territories Served**

#### **Rates R-2, SC-2, LC, I/S and SCTS-2 Central GCA Region**

Natural gas service is supplied in the following franchised cities, towns and communities and/or adjacent fringe and rural territories, as well as certain rural areas in Cheyenne, Douglas, Elbert, El Paso, Kit Carson, Lincoln, and Teller Counties.

<u>Locality</u>	<u>County</u>
Arriba	Lincoln
Bethune	Kit Carson
Black Forest*	El Paso
Burlington	Kit Carson
Cascade – Chipita Park*	El Paso
Castle Pines	Douglas
Castle Rock	Douglas
Cheyenne Wells	Cheyenne
Divide*	Teller
Elizabeth	Elbert
Flagler	Lincoln
Fountain	El Paso
Franktown*	Douglas
Genoa	Lincoln
Gleneagle*	El Paso
Green Mountain Falls	El Paso
Hugo	Lincoln
Kiowa	Elbert
Larkspur	Douglas
Limon	Lincoln
Monument	El Paso
Palmer Lake	El Paso
Perry Park*	Douglas
Peyton*	El Paso
Ponderosa Park*	Elbert
Seibert	Kit Carson
Stratton	Kit Carson
The Pinery*	Douglas
Vona	Kit Carson
Woodland Park	Teller
Woodmoor*	El Paso
Security – Widefield*	El Paso

\* Unincorporated

### **Territories Served**

#### **Rates R-1, SC-1, LC and I/S North/Southwest GCA Region**

Natural gas service is supplied in the following franchised cities, towns and communities and/or adjacent fringe and rural territories, as well as certain rural areas in Larimer, Logan, Morgan, Phillips, Sedgwick, Washington, Weld and Yuma Counties.

<u>Locality</u>	<u>County</u>
Akron	Washington
Bayfield	La Plata
Dacono	Weld
Eckley	Yuma
Erie	Weld
Firestone	Weld
Fleming	Logan
Fort Collins**	Larimer
Fort Morgan	Morgan
Frederick	Weld
Haxtun	Phillips
Holyoke	Yuma
Iliff	Logan
Joes*	Yuma
Julesburg	Sedgwick
Kirk*	Yuma
Mead	Weld
Otis	Washington
Ovid	Sedgwick
Pagosa Springs	Archuleta
Paoli	Phillips
Sterling**	Logan
Wattenberg*	Morgan
Wellington	Larimer
Wiggins**	Morgan
Wray	Yuma
Yuma	Yuma

\*Unincorporated

\*\* Customers served outside of city limits



### **Territories Served**

#### **Rates R-1, SC-1, LC and I/S Western Slope GCA Region**

Natural gas service is supplied in the following franchised cities, towns and communities and/or adjacent fringe and rural territories, as well as certain rural areas located in Delta, Eagle, Garfield, Mesa, Montrose, Ouray, Pitkin and San Miguel Counties.

<u>Locality</u>	<u>County</u>
Aspen	Pitkin
Avon**	Eagle
Basalt	Eagle
Carbondale	Garfield
Catherine*	Garfield
Cattle Creek*	Garfield
Cedaredge	Delta
Collbran	Mesa
Colona*	Ouray
Crawford	Delta
DeBeque	Mesa
Delta	Delta
Dotsero*	Eagle
Eagle	Eagle
Edwards*	Eagle
El Jebel*	Eagle
Glenwood Springs	Garfield
Gypsum	Eagle
Hotchkiss	Delta
Loghill Village*	Ouray
Montrose	Montrose
Mountain Village	San Miguel
Mulford*	Garfield

\* Unincorporated

\*\* Customers served outside of city limits

**Territories Served**

**Rates R-1, SC-1, LC and I/S  
Western Slope GCA Region  
(Continued)**

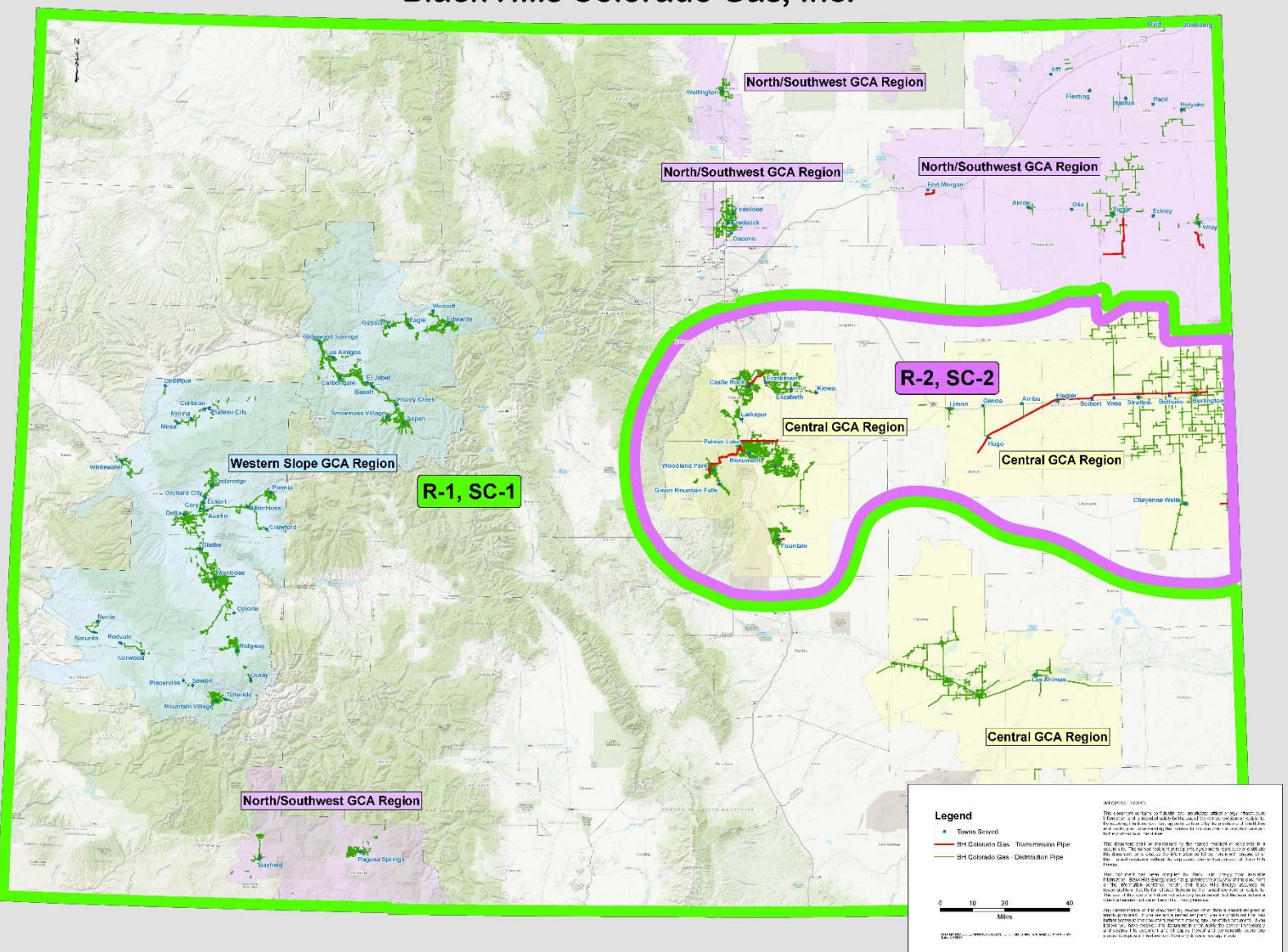
Natural gas service is supplied in the following franchised cities, towns and communities and/or adjacent fringe and rural territories, as well as certain rural areas located in Delta, Eagle, Garfield, Mesa, Montrose, Ouray, Pitkin and San Miguel Counties.

<u>Locality</u>	<u>County</u>
Naturita	Montrose
No Name*	Garfield
Norwood	San Miguel
Nucla	Montrose
Olathe	Montrose
Orchard City	Delta
Ouray	Ouray
Paonia	Delta
Portland*	Ouray
Redvale*	Montrose
Ridgway	Ouray
Sawpit	San Miguel
Snowmass Village	Pitkin
Telluride	San Miguel
Woody Creek*	Pitkin

\* Unincorporated

\*\* Customers served outside of city limits

# Black Hills Colorado Gas, Inc.



RSERVED FOR FUTURE USE

STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS SALES RATES

Class/ Sheet No.	Type of Charge	GCA Region		
		Central	North/ Southwest	Western Slope
Residential				
R-1 Sheet 22	Per Month			
	Customer Charge	\$13.50	\$13.50	\$13.50
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00	\$0.00
	Demand Side Management Cost Adjustment (DSMCA)	\$0.73	\$0.73	\$0.73
	Black Hills Energy Assistance Program (BHEAP)	\$0.31	\$0.31	\$0.31
	Per Therm			
	Volumetric Charge	\$0.18363	\$0.18363	\$0.18363
	General Rate Schedule Adjustment (GRSA)	\$0.00000	\$0.00000	\$0.00000
	Distribution Safety & Integrity Rider (DSIR)	\$0.00000	\$0.00000	\$0.00000
	Demand Side Management Cost Adjustment (DSMCA)	\$0.00909	\$0.00909	\$0.00909
	Gas Cost Adjustment			
	Commodity	\$0.21925	\$0.23508	\$0.24403
	Upstream Pipeline	\$0.15350	\$0.23030	\$0.29186
	Total Gas Cost Adjustment	\$0.37275	\$0.46538	\$0.53589
R-2 Sheet 22	Per Month			
	Customer Charge	\$13.50	-	-
	General Rate Schedule Adjustment (GRSA)	\$0.00	-	-
	Demand Side Management Cost Adjustment (DSMCA)	\$0.73	-	-
	Black Hills Energy Assistance Program (BHEAP)	\$0.31	-	-
	Per Therm			
	Volumetric Charge	\$0.14462	-	-
	General Rate Schedule Adjustment (GRSA)	\$0.00000	-	-
	Distribution Safety & Integrity Rider (DSIR)	\$0.00000	-	-
	Demand Side Management Cost Adjustment (DSMCA)	\$0.00909	-	-
	Gas Cost Adjustment		-	-
	Commodity	\$0.21925	-	-
	Upstream Pipeline	\$0.15350	-	-
	Total Gas Cost Adjustment	\$0.37275	-	-

STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS SALES RATES

Class/ Sheet No.	Type of Charge	GCA Region			
		Central	North/ Southwest	Western Slope	
Small Commercial					
SC-1 Sheet 23	Per Month				
	Customer Charge	\$22.00	\$22.00	\$22.00	
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00	\$0.00	
	Demand Side Management Cost Adjustment (DSMCA)	\$2.27	\$2.27	\$2.27	
	Black Hills Energy Assistance Program (BHEAP)	\$0.55	\$0.55	\$0.55	
	Per Therm				
	Volumetric Charge	\$0.16607	\$0.16607	\$0.16607	
	General Rate Schedule Adjustment (GRSA)	\$0.00000	\$0.00000	\$0.0000	
	Distribution Safety & Integrity Rider (DSIR)	\$0.00000	\$0.00000	\$0.00000	
	Demand Side Management Cost Adjustment (DSMCA)	\$0.01663	\$0.01663	\$0.01663	
	Gas Cost Adjustment				
	Commodity	\$0.21925	\$0.23508	\$0.24403	
	Upstream Pipeline	\$0.15350	\$0.23030	\$0.29186	
	Total Gas Cost Adjustment	\$0.37275	\$0.46538	\$0.53589	
	SC-2 Sheet 23	Per Month			
		Customer Charge	\$22.00	-	-
		General Rate Schedule Adjustment (GRSA)	\$0.00	-	-
		Demand Side Management Cost Adjustment (DSMCA)	\$2.27	-	-
Black Hills Energy Assistance Program (BHEAP)		\$0.55	-	-	
Per Therm					
Volumetric Charge		\$0.13996	-	-	
General Rate Schedule Adjustment (GRSA)		\$0.00000	-	-	
Distribution Safety & Integrity Rider (DSIR)		\$0.00000	-	-	
Demand Side Management Cost Adjustment (DSMCA)		\$0.01663	-	-	
Gas Cost Adjustment					
Commodity		\$0.21925	-	-	
Upstream Pipeline		\$0.15350	-	-	
Total Gas Cost Adjustment		\$0.37275	-	-	

STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS SALES RATES

Class/ Sheet No.	Type of Charge	GCA Region		
		Central	North/ Southwest	Western Slope
Large Commercial (LC)				
Sheet 24	Per Month			
	Customer Charge	\$100.00	\$100.00	\$100.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00	\$0.00
	Demand Side Management Cost Adjustment (DSMCA)	\$10.34	\$10.34	\$10.34
	Black Hills Energy Assistance Program (BHEAP)	\$2.15	\$2.15	\$2.15
	Per Therm			
	Volumetric Charge	\$0.13042	\$0.13042	\$0.13042
	General Rate Schedule Adjustment (GRSA)	\$0.00000	\$0.00000	\$0.00000
	Distribution Safety & Integrity Rider (DSIR)	\$0.00000	\$0.00000	\$0.00000
	Demand Side Management Cost Adjustment (DSMCA)	\$0.01348	\$0.01348	\$0.01348
	Gas Cost Adjustment			
	Commodity	\$0.21925	\$0.23508	\$0.24403
	Upstream Pipeline	\$0.15350	\$0.23030	\$0.29186
	Total Gas Cost Adjustment	\$0.37275	\$0.46538	\$0.53589

STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS SALES RATES

Class/ Sheet No.	Type of Charge	GCA Region		
		Central	North/ Southwest	Western Slope
Irrigation / Seasonal (I/S)				
Sheet 25	Per Month			
	Customer Charge	\$50.00	\$50.00	\$50.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00	\$0.00
	Demand Side Management Cost Adjustment (DSMCA)	\$5.17	\$5.17	\$5.17
	Black Hills Energy Assistance Program (BHEAP)	\$0.94	\$0.94	\$0.94
	Per Therm			
	Volumetric Charge	\$0.13368	\$0.13368	\$0.13368
	General Rate Schedule Adjustment (GRSA)	\$0.00000	\$0.00000	\$0.00000
	Distribution Safety & Integrity Rider (DSIR)	\$0.00000	\$0.00000	\$0.00000
	Demand Side Management Cost Adjustment (DSMCA)	\$0.01382	\$0.01382	\$0.01382
	Gas Cost Adjustment			
	Commodity	\$0.21925	\$0.23508	\$0.24403
	Upstream Pipeline	\$0.15350	\$0.23030	\$0.29186
	Total Gas Cost Adjustment	\$0.37275	\$0.46538	\$0.53589



STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS TRANSPORTATION SERVICE RATES

Class/ Sheet No.	Type of Charge	Maximum	Minimum
<b>Small Commercial Transportation</b>			
<b>SCTS-1 Sheet 27</b>	<b>Per Month</b>		
	Customer Charge	\$22.00	\$22.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00
	<b>Per Dth</b>		
	Volumetric Charge	\$1.6607	\$0.01
	General Rate Schedule Adjustment (GRSA)	\$0.0000	\$0.0000
	Distribution System Integrity Rider (DSIR)	\$0.0000	\$0.0000
<b>SCTS-2 Sheet 27</b>	<b>Per Month</b>		
	Customer Charge	\$22.00	\$22.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00
	<b>Per Dth</b>		
	Volumetric Charge	\$1.3996	\$0.01
	General Rate Schedule Adjustment (GRSA)	\$0.0000	\$0.0000
	Distribution System Integrity Rider (DSIR)	\$0.0000	\$0.0000

Footnotes for Transportation Service Sales are on Sheet No. 18

Advice Letter No. 1

Issue Date: February 1, 2019

Decision or Authority No.

Effective Date: March 4, 2019

STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS TRANSPORTATION SERVICE RATES

<b>Class/ Sheet No.</b>	<b>Type of Charge</b>	<b>Maximum</b>	<b>Minimum</b>
<b>Large Commercial Transportation (LCTS)</b>			
<b>Sheet 28</b>	<b>Per Month</b>		
	Customer Charge	\$100.00	\$100.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00
	<b>Per Dth</b>		
	Volumetric Charge	\$1.3042	\$0.01
	General Rate Schedule Adjustment (GRSA)	\$0.0000	\$0.0000
	Distribution System Integrity Rider (DSIR)	\$0.0000	\$0.0000
<b>Irrigation / Seasonal Transportation (I/STS)</b>			
<b>Sheet 29</b>	<b>Per Month</b>		
	Customer Charge	\$50.00	\$50.00
	General Rate Schedule Adjustment (GRSA)	\$0.00	\$0.00
	<b>Per Dth</b>		
	Volumetric Charge	\$1.3368	\$0.01
	General Rate Schedule Adjustment (GRSA)	\$0.0000	\$0.0000
	Distribution System Integrity Rider (DSIR)	\$0.0000	\$0.0000

Footnotes for Transportation Service Sales are on Sheet No. 18

Advice Letter No. 1

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STATEMENT OF RATES  
RATE SCHEDULE SHEET  
GAS TRANSPORTATION SERVICE RATES

Footnotes for Transportation Service Sales on Sheet Nos. 16 and 17

Maximum rate will include General Rate Schedule Adjustment as summarized below:

General Rate Schedule Adjustment ("GRSA")			
Rate Schedule	Percent	Monthly Rate	Volumetric Rate
<b>SCTS</b>	0.00%	\$0.00	\$0.00000
<b>LCTS</b>	0.00%	\$0.00	\$0.00000
<b>I/STS</b>	0.00%	\$0.00	\$0.00000
Class	Volumetric DSIR		
<b>Transportation</b>	\$0.00000		

Monthly Administrative Charge ..... \$100.00

Fuel Reimbursement Quantity:

Mainline customers .....	0.00%
All other customers .....	0.40%

Overrun Charges:

Authorized Overrun Charge .....	Distribution Charge
Unauthorized Overrun Charge .....	\$ 2.50 per Therm

Other Rate Adjustments:

Description	GCA Region	Sheet	Rate Per Therm
GT-1 Rate Adjustment	Central	51	\$0.01316
Transportation Rate Adjustment (TRA)	North/Southwest	52	\$0.01111

RESERVED FOR FUTURE USE

MISCELLANEOUS SERVICE FEES  
APPLICABLE TO ALL SERVICE AREAS AND ALL RATE SCHEDULES

Description	Charge
Return check charges or electronic funds transfer denied for insufficient funds.	\$15.00
Fee for collection of bill on customer's premises	\$4.00 non-irrigation customers \$30.00 irrigation customers
Fee for connection of service when service is used for less than three consecutive months	\$18.00
Restoration of service due to discontinuance during normal business hours	\$55.00
Restoration of service due to discontinuance after normal business hours	\$135.00
Seasonal Restoration/reconnection of service during normal business hours	\$36.00
Fee for customer-requested meter testing conducted within 12 months of a prior test	\$95.00
Late Payment Charge	5% for the first \$20.00; and 2% of the remaining balance
Diversion of gas service: Normal Hours: Monday-Friday, 8:00 AM to 4:30 PM Mountain Time	
Field Representative service charge:	\$75.00
Field Representative service charge (If meter repaired, removed, or replaced):	\$125.00 / hour
Customer Service / Billing Associate service charge	\$125.00 / hour
After Hours: all other hours, including all day on weekends, and holidays.	Same as above

RESERVED FOR FUTURE USE

RETAIL SALES SERVICE RATES  
RESIDENTIAL GAS SERVICE  
RATE SCHEDULES R-1 AND R-2

APPLICABILITY

These Rate Schedules are applicable to all Residential Customers within the Company's service territory where natural gas is available.

Rate Schedule R-1 applies to customers located in the areas described on the Territories Served Sheet No. 5.

Rate Schedule R-2 applies to customers located in the areas described on the Territories Served Sheet No. 6.

RATE

The standard rates and charges for service under Rate Schedules R-1 and R-2 are set forth on Sheet No. 12. These standard rates and charges are subject to adjustment for Franchise Tax Surcharge, Gas Cost Adjustment, Black Hills Energy Assistance Program ("BHEAP") Funding Fee, Demand Side Management Cost Adjustment and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable 20 days from date of bill and service is subject to discontinuance pursuant to the Company's Rules and Regulations. If a Customer is disconnected for non-payment, Customer will be subject to Special Charges, including a Reconnection Charge.

RULES AND REGULATIONS

Natural gas service under Rate Schedules R-1 and R-2 is for the exclusive use of the Customer, and shall not be re-sold or shared by others. Service under these schedules is for the use of Residential Customers only. All services under these schedules are subject to the Company's applicable Rules and Regulations of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, provided that copies of all such rules shall be kept on file with the Public Utilities Commission of Colorado ("Commission").

RETAIL SALES SERVICE RATES  
SMALL COMMERCIAL GAS SERVICE  
(5,000 Therms or Less Per Year)  
RATE SCHEDULES SC-1 AND SC-2

APPLICABILITY

These Rate Schedules are applicable to all Small Commercial Customers, whose annual consumption is 5,000 therms or less, within the Company's service territory where natural gas is available.

Rate Schedule SC-1 applies to customers located in the areas described on the Territories Served Sheet No. 5.

Rate Schedule SC-2 applies to customers located in the areas described on the Territories Served Sheet No. 6.

RATE

The standard rates and charges for service under Rate Schedules SC-1 and SC-2 are set forth on Sheet No. 13. These standard rates and charges are subject to adjustment for Franchise Tax Surcharge, Gas Cost Adjustment, Black Hills Energy Assistance Program ("BHEAP") Funding Fee, Demand Side Management Cost Adjustment and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable 20 days from date of bill and service is subject to discontinuance pursuant to the Company's Rules and Regulations. If a Customer is disconnected for non-payment, Customer will be subject to Special Charges, including a Reconnection Charge.

RULES AND REGULATIONS

Natural gas service under these schedules are for the exclusive use of the Customer, and shall not be re-sold or shared by others; provided, however, that natural gas sold under this schedule may be re-sold for the limited purpose of re-fueling natural gas powered vehicles. Service under this schedule is for the use of Small Commercial Customers only. All services under this schedule are subject to the Company's applicable Rules and Regulations of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, provided that copies of all such rules shall be kept on file with the Commission.



RETAIL SALES SERVICE RATES  
LARGE COMMERCIAL GAS SERVICE  
(Greater than 5,000 Therms Per Year)  
RATE SCHEDULE LC

APPLICABILITY

This Rate Schedule is applicable to all Large Commercial Customers within the Company's service territory where natural gas is available. It is not applicable to Transportation Service or resale service.

RATE

The standard rates and charges for service under Rate Schedule LC are set forth on Sheet No. 14. The standard rates and charges are subject to adjustment for Franchise Tax Surcharge, Gas Cost Adjustment, Black Hills Energy Assistance Program ("BHEAP") Funding Fee, Demand Side Management Cost Adjustment and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable 20 days from date of bill and service is subject to discontinuance pursuant to the Company's Rules and Regulations. If a Customer is disconnected for non-payment, Customer will be subject to Special Charges, including a Reconnection Charge.

RULES AND REGULATIONS

Natural gas service under this schedule is for the exclusive use of the Customer, and shall not be re-sold or shared by others. Service under this schedule is for the use of Large Commercial Customers only. All services are subject to the Company's Rules and Regulations of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, and on file with the Commission.

RETAIL SALES SERVICE RATES  
IRRIGATION AND SEASONAL GAS SALES SERVICE  
RATE SCHEDULE I/S

APPLICABILITY

This Rate Schedule is applicable to all Irrigation, Crop Drying and Seasonal Customers within the Company's service territory where natural gas is available. Premises having residential services connected at the same premise shall be eligible for service under this rate schedule as long as the residential load connected constitutes a smaller portion of the entire connected load than the load connected for irrigation or crop drying. It is not applicable to Transportation Service or resale service. The Company's Irrigation and Seasonal Class shall also include seasonal customers. To be included in this class, seasonal customers must not consume natural gas from December 15 through the last day of February of the following year.

RATE

The standard rates and charges for service under Rate Schedule I/S are set forth on Sheet No. 15. The standard rates and charges are subject to adjustment for Franchise Tax Surcharge, Gas Cost Adjustment, Black Hills Energy Assistance Program ("BHEAP") Funding Fee, Demand Side Management Cost Adjustment and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable 20 days from date of bill and service is subject to discontinuance pursuant to the Company's Rules and Regulations. If a Customer is disconnected for non-payment, Customer will be subject to Special Charges, including a Reconnection Charge.

RULES AND REGULATIONS

Natural gas service under this schedule is for the exclusive use of the Customer, and shall not be re-sold or shared by others. Service under this schedule is primarily for the use of Irrigation, Crop Drying or Seasonal purposes only. All services are subject to the Company's Rules and Regulations of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, and on file with the Commission.

RESERVED FOR FUTURE USE

GAS TRANSPORTATION SERVICE RATES  
SMALL COMMERCIAL TRANSPORTATION SERVICE  
(500 Dth or less per year)  
RATE SCHEDULE SCTS-1AND SCTS-2

AVAILABILITY

These Rate Schedules SCTS-1 and SCTS-2 are available to all Commercial End-Users within the Company's service territory where natural gas is available for Commercial End-Users consuming 500 Dth or less per year.

SCTS-1 End-Users are located in the areas described on the Territories Served Sheet No. 5.

SCTS-2 End-Users are located in the areas described on the Territories Served Sheet No. 6.

RATE

The standard rates and charges for service under Rate Schedules SCTS-1 and SCTS-2 are set forth on Sheet No. 16. The standard rates and charges are subject to adjustment for Franchise Tax Surcharge, and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable subject to Transportation Service Agreement and the Company's Gas Transportation Service Terms and Conditions.

RULES AND REGULATIONS

Natural gas service under this schedule is for the exclusive use of the End-User, and shall not be re-sold or shared by others; provided, however, that natural gas sold under this schedule may be re-sold for the limited purpose of re-fueling compressed natural gas powered vehicles. Service under this schedule is for the use of Small Commercial Transportation Service End-Users only. All services under this schedule are subject to the this Transportation Service Schedule and the Gas Transportation Service Terms and Conditions of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, provided that copies of all such rules shall be kept on file with the Commission.

GAS TRANSPORTATION SERVICE RATES  
LARGE COMMERCIAL TRANSPORTATION SERVICE  
(Greater than 500 Dth per year)  
RATE SCHEDULE LCTS

AVAILABILITY

This Rate Schedule is available to all Large Commercial End-Users within the Company's service territory where natural gas is available for Commercial End-Users consuming greater than 500 Dth per year.

RATE

The standard rates and charges for service under Rate Schedule LCTS are set forth on Sheet No. 17. The standard rates and charges are subject to adjustment for Franchise Tax Surcharge, and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable subject to Transportation Service Agreement and the Company's Transportation Service General Terms and Conditions.

RULES AND REGULATIONS

Natural gas service under this schedule is for the exclusive use of the End-User, and shall not be re-sold or shared by others; provided, however, that natural gas sold under this schedule may be re-sold for the limited purpose of re-fueling compressed natural gas powered vehicles. Service under this schedule is for the use of Large Commercial Transportation Service End-Users only. All services under this schedule are subject to the Transportation Service Schedule and the Gas Transportation Service Terms and Conditions of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, provided that copies of all such rules shall be kept on file with the Commission.

GAS TRANSPORTATION SERVICE RATES  
IRRIGATION AND SEASONAL TRANSPORTATION SERVICE  
RATE SCHEDULE I/STS

AVAILABILITY

This Rate Schedule is available to all Irrigation, Crop Drying or Seasonal End-Users within the Company's service territory where natural gas is available. Premises having residential services connected at the same premise shall be eligible for service under this rate schedule as long as the residential load connected constitutes a smaller portion of the entire connected load than for irrigation or crop drying. To be included in this class, Seasonal End-Users must not consume natural gas from December 15 through the last day of February of the following year.

RATE

The standard rates and charges for service under Rate Schedule I/STS are set forth on Sheet No. 17. The standard rates and charges are subject to adjustment for Franchise Tax Surcharge, and General Rate Schedule Adjustment as set forth in this tariff.

PAYMENT

Bills for gas service are due and payable subject to Transportation Service Agreement and the Company's Transportation Service General Terms and Conditions.

RULES AND REGULATIONS

Natural gas service under this schedule is for the exclusive use of the End-User, and shall not be re-sold or shared by others. Service under this schedule is primarily for the use of irrigation and crop drying purposes. Irrigation and Crop Drying shall also include Seasonal End-Users. All services under this schedule are subject to the Transportation Service Schedule and the Gas Transportation Terms and Conditions of this Tariff, together with such supplements thereto and revisions thereof as are from time-to-time in effect, provided that copies of all such rules shall be kept on file with the Commission.

RESERVED FOR FUTURE USE

GAS RATE ADJUSTMENTS  
FRANCHISE FEE SURCHARGE

A surcharge shall be added to the total bill for natural gas for each customer residing within the boundaries of a municipality that is equal to the franchise, occupation tax/fee or any other such tax/fee imposed upon the Company by such municipality. The amount of the municipal tax/fee will be identified and separately billed on the customer's bill.



GAS RATE ADJUSTMENTS  
BLACK HILLS ENERGY ASSISTANCE PROGRAM ("BHEAP")

BLACK HILLS ENERGY ASSISTANCE PROGRAM ("BHEAP")

All sales rate schedules for natural gas service, with the exception of transportation, are subject to a BHEAP funding fee designed to recover costs associated with the Low Income Program in accordance with Commission Rule 4412. BHEAP is a percentage-of-income-payment plan (PIPP). BHEAP provides low-income energy assistance by offering rates, charges, and services that grant a reasonable preference or advantage to eligible residential low-income customers, as permitted by § 40-3-106, C.R.S. and Rule 4412 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators. The rules that govern the operation of BHEAP, and the applicable rates that recover the associated costs of BHEAP, are described herein.

PROGRAM COMPONENTS

BHEAP covers four aspects of energy assistance:

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

PROGRAM APPLICABILITY

BHEAP is applicable to active residential customers who are LEAP participants. LEAP is a county-run, federally funded program supervised by the Colorado Department of Human Services, Division of Low-Income Energy Assistance.

ELIGIBILITY AND ENROLLMENT REQUIREMENTS

All active residential customers who are LEAP participants on November 1 will be automatically enrolled in BHEAP, for a one-year period beginning on November 1, subject to the availability of program funding as described herein. Customers will be removed from participation in the BHEAP on October 31 of each program year. Customers will be notified by the Company in writing of the automatic enrollment. At any time, customers may opt out of BHEAP by notifying the Company using the methods instructed in the automatic enrollment notice.

A BHEAP Participant ("Participant") agrees to participate in all no-cost, demand side management measures and programs which may be offered by the Company or a state-authorized weatherization agency for the residence, unless the Participant is a renter (tenant) and the landlord withholds any required consent. Further, Company shall refer BHEAP participants with annual natural gas usages exceeding 600 therms to the Colorado Energy Office for energy efficiency and/or weatherization programs offered by the state of Colorado or other entities.

GAS RATE ADJUSTMENTS  
BLACK HILLS ENERGY ASSISTANCE PROGRAM ("BHEAP")  
(Continued)

ELIGIBILITY AND ENROLLMENT REQUIREMENTS

A BHEAP Participant agrees to be enrolled in budget billing.

If BHEAP funds, after the payment of BHEAP program costs, are not sufficient to automatically enroll all LEAP participants on November 1, the Company will prioritize the automatic enrollments based on a ranking of each LEAP participant's household income level. The lowest household income levels will be enrolled first until funds are not sufficient for further automatic enrollments.

PERCENTAGE-OF-INCOME BURDEN (AFFORDABILITY DETERMINATION)

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

Table 1: Percentage-of-Income Burden

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

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

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

GAS RATE ADJUSTMENTS  
BLACK HILLS ENERGY ASSISTANCE PROGRAM ("BHEAP")  
(Continued)

ARREARAGE CREDITS

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

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

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

PORTABILITY OF BENEFITS

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

PAYMENT DEFAULT PROVISIONS

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

GAS RATE ADJUSTMENTS  
BLACK HILLS ENERGY ASSISTANCE PROGRAM ("BHEAP")  
(Continued)

COST RECOVERY AND MAXIMUM IMPACT ON NON-PARTICIPANTS

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

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

LEAP GRANTS

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

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

PROGRAM ADMINISTRATIVE COSTS

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

BHEAP FUNDING FEE

Customer Class	Monthly Amount Per Bill
Residential	\$0.31
Small Commercial	\$0.55
Large Commercial	\$2.15
Irrigation and Seasonal	\$0.94

RESERVED FOR FUTURE USE

GAS RATE ADJUSTMENTS  
DEMAND SIDE MANAGEMENT COST ADJUSTMENT ("DSMCA")

DEMAND-SIDE MANAGEMENT COST ADJUSTMENT (DSMCA)

All sales rate schedules for natural gas service are subject to a Demand-Side Management Cost Adjustment ("DSMCA") designed to recover direct and indirect costs of gas Demand-Side Management Programs ("DSM Programs") in accordance with a Commission-approved gas Demand-Side Management Plan, Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"), and these DSMCA Sections. As specified in the Gas DSM Rules and these DSMCA Sections, the DSMCA allows for prospective recovery of approved costs of DSM Programs within the expenditure target approved by the Commission, in order to provide for funding of the Company's DSM Programs, as well as recovery of Deferred DSMCA Costs and, if approved by the Commission, a DSM bonus. The DSMCA Factor shall be separately calculated and applied to the Company's base rates for all applicable rate schedules as set forth on Sheet No. 39.

DSMCA FILING

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

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

DEFINITIONS

*DSM Bonus.* The amount of bonus approved by the Commission in the Company's annual DSM Bonus application, if any, as set forth in Gas DSM Rule 4760.

*DSM Period.* DSM Period means a calendar year of a DSM Plan. While the Company's DSM Plan generally covers three years, unless otherwise specified by the Commission, each calendar year of a DSM Plan is considered to be the DSM Period.

*DSM Plan.* DSM Plan means the Commission-approved DSM programs, goals, and budgets over a specified period, generally considered in one year increments, as may be proposed by the utility.

GAS RATE ADJUSTMENTS  
DEMAND SIDE MANAGEMENT COST ADJUSTMENT ("DSMCA")  
(Continued)

DEFINITIONS (Continued)

*DSM Program.* DSM Program means any combination of DSM measures, information and services offered to customers to reduce natural gas usage set forth in the Company's DSM Plan as approved by the Commission.

*DSMCA Factor.* The DSMCA Factor for each service class shall be a percentage adjustment applicable to all base rates for customers receiving service under the applicable rate schedules. The DSMCA factor shall be separately calculated and applied to the utility sales gas base rate schedules of residential and non-residential customers. The DSMCA Factor shall be calculated using the formula set forth below.

*DSMCA Period.* The DSMCA shall take effect July 1 of each year for a period of 12 months.

*Interest on Under- or Over-Recovery.* The amount of net interest accrued on the average monthly balance (whether positive or negative), is determined by multiplying the monthly balance by an interest rate equal to the Company's Commission-authorized after-tax weighted average costs of capital.

DSMCA FACTOR

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

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

where

- Current DSMCA Costs means budgeted costs of DSM Programs for the DSM Period at the time of the DSMCA annual filing, as approved by the Commission in order to provide for funding of the Company's DSM Programs.
- Deferred DSMCA Cost is the positive or negative difference between the actual cost of DSM Programs, including interest, and the amounts collected from customers under the applicable rate schedules during the prior DSMCA Period.
- LR Value is the sum of multiplying the dollar per therm value, as approved by the Commission, times the annual therms lost from all programs executed during the program year under consideration.

GAS RATE ADJUSTMENTS  
DEMAND-SIDE MANAGEMENT COST ADJUSTMENT ("DSMCA")  
(Continued)

DSMCA FACTOR (Continued)

*DSMCA Factor Calculation. (Continued)*

- CFCST is the forecast number of customers for the next DSM Period;
- CUSTSRV is the monthly service charge;
- SFCST is the forecasted gas sales quantity for the rate schedule in the next DSM Period; and
- BASECOM is the base commodity rate.

The DSMCA Factor will also include the current DSM Bonus plus any adjustment necessary to previously approved DSM Bonuses.

*Prudence review and adjustment of DSM bonus.* The DSMCA factor includes the current DSM bonus plus any adjustment necessary to previously approved DSM bonuses. If the Commission finds that the actual performance varies from performance values used to calculate the DSM bonus, then an adjustment shall be made to the amount of DSM bonus award. Any true-up in the DSM bonus will be implemented on a prospective basis.

SUMMARY TABLE

<u>Type of Service</u>	<u>Percentage</u>	<u>Customer Charge</u>	<u>Volumetric Charge</u>
<b>Residential Service</b>			
R-1, R-2	4.05%	\$0.73	\$0.00909
<b>Non-Residential Service</b>			
SC-1, SC-2	7.15%	\$2.27	\$0.01663
LC	7.15%	\$10.34	\$0.01348
I/S	7.15%	\$5.17	\$0.01382



RESERVED FOR FUTURE USE

GAS RATE ADJUSTMENTS  
DISTRIBUTION SYSTEM INTEGRITY RIDER ("DSIR")

APPLICABILITY

All Rate Schedules for natural gas service are subject to a Distribution System Integrity Rider ("DSIR") designed to collect Eligible DSIR Costs, as defined herein. The DSIR rates will be subject to annual changes to be effective on January 1 of each year. The DSIR will include all Eligible DSIR Costs associated with DSIR Projects beginning in calendar year 2019. The DSIR will recover costs for the DSIR Projects until such costs are rolled into base rates as described below. The DSIR rates to be applied to each Rate Schedule are as set forth on Sheet No. 44.

DEFINITIONS

"Deferred DSIR Balance" shall be equal to the balance, positive or negative, of DSIR revenues at the end of the 12-month period for the year prior to the annual DSIR filing less the DSIR Costs as projected by the Company for that 12-month period.

"Distribution System Integrity Rider Projects" ("Projects" or "DSIR Projects") shall mean system higher risk integrity projects that are identified by the Company pursuant to the Data Infrastructure Improvement Program, the At-Risk Meter Relocation and Yard Line Replacement Program, the Span and Exposed Pipe Replacement Program, the Problematic Pipe Replacement Program and the Transmission Integrity Management Plan Program. Each project will fall into one or more of the following categories:

1. Distribution Integrity Management Plan ("DIMP")  
Projects in accordance with the Code of Federal Regulations Title 49 (Transportation), Part 192 (Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards), including projects in accordance with the Company's distribution integrity management plan.
2. Transmission Integrity Management Plan ("TIMP")  
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 plan and projects in accordance with State enforcement of Subpart O; and,
3. Other DSIR Eligible Projects  
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's pipeline system safety and integrity. DSIR Projects under this category may only be included in the DSIR with agreement of Commission Staff.

GAS RATE ADJUSTMENTS  
DISTRIBUTION SYSTEM INTEGRITY RIDER ("DSIR")  
(Continued)

DEFINITIONS (Continued)

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

"Eligible DSIR Costs" shall mean:

1. a return, at a percentage equal to the Company's weighted average cost of capital approved in the Company's most recent rate review proceeding, on the projected 13-month average plant in-service balances associated with the Projects for the following 12-month period in which the DSIR 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 review proceeding; and
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. In addition, 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 DSIR Costs.

GAS RATE ADJUSTMENTS  
DISTRIBUTION SYSTEM INTEGRITY RIDER ("DSIR")  
(Continued)

ANNUAL FILINGS AND PROCESS

NOVEMBER 1 FILING

Each proposed revision in the DSIR 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 November 1 DSIR filing all pertinent information and supporting data related to the DSIR Projects and Eligible DSIR Costs, e.g., project description and scope, project costs, in-service date, etc. In the November 1 filing, the Company will include a five-year plan of integrity work. The Commission Staff and the Office of Consumer Counsel ("OCC") may request a hearing on the November 1 filing no later than December 15.

APRIL 1 REPORT

The Company will submit a report each year on April 1 detailing the DSIR Project costs incurred during the previous year. The first April 1 report will be filed on April 1, 2021 and will cover DSIR Project costs incurred during 2019 and 2020. The April 1 report will explain how the DSIR Project costs were managed, any deviations between budgeted and actual costs, and any changes to scheduled DSIR Projects after the November 1 filing covered by the report. In the April 1 report, the Company will include a copy of the Company's most recent PHMSA Annual Distribution Report (Natural and Other Gas Transmission and Gathering Pipeline Systems - Form PHMSA F 7100.2-1). The Company will also describe improvements resulting from the completion of the prior year's DSIR Projects. 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 sixty (60) days of the date the Company files its April 1 report.

MEETINGS WITH COMMISSION STAFF AND THE OCC

The Company will meet with Commission Staff, with an invitation to the OCC, on or before October 1, April 30 and July 30, unless otherwise agreed.

GAS RATE ADJUSTMENTS  
DISTRIBUTION SYSTEM INTEGRITY RIDER ("DSIR")  
(Continued)

DSIR ADJUSTMENT CALCULATION

The DSIR shall be equal to:  
the Eligible Distribution System Integrity Rider Costs  
plus the DSIR True-Up Amount  
plus the Deferred DSIR Balance (DSIR Deficiency)

DSIR rates will be calculated by first taking the DSIR Deficiency and allocating it to each rate class based on the Company's most recent rate review proceeding allocation. Each customer class' portion of deficiency will then be the volumetric component. The total bill increase for customers associated with the DSIR shall not exceed 2.5 percent per year as calculated herein. In each annual DSIR filing, the Company will use the total revenue from customers for the 12 months ending four months prior to the date of the filing to calculate rate impacts.

DSIR ADJUSTMENT WITH CHANGES IN BASE RATES

Whenever the Company implements changes in base rates as a result of a final Commission order in a general rate review proceeding setting new rates based on approved revenue requirements, the Company shall simultaneously adjust the DSIR to remove all costs that have been included in base rates.

DSIR RATES

Customer Class	Volumetric DSIR
Residential	\$0.00000
Small Commercial	\$0.00000
Large Commercial	\$0.00000
Irrigation / Seasonal	\$0.00000
Transportation	\$0.00000

GAS RATE ADJUSTMENTS  
GENERAL RATE SCHEDULE ADJUSTMENT ("GRSA")  
PERCENTAGE SUMMARY TABLE

GRSA:

The charge for natural gas service under all of the Company's natural gas base rate schedules shall be subject to a GRSA of 0.000% determined as follows:

.....	0.000%
.....	<u>0.000%</u>
Total GRSA .....	0.000%

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

General Rate Schedule Adjustment ("GRSA")			
Rate Schedule	Percent	Monthly Rate	Volumetric Rate
<b>Retail Sales Rates</b>			
R-1, R-2	0.000%	\$0.00	\$0.00000
SC-1, SC-2	0.000%	\$0.00	\$0.00000
LC	0.000%	\$0.00	\$0.00000
I/S	0.000%	\$0.00	\$0.00000
<b>Transportation Service Rates</b>			
SCTS-1, SCTS-2	0.000%	\$0.00	\$0.00000
LCT	0.000%	\$0.00	\$0.00000
I/STS	0.000%	\$0.00	\$0.00000

GAS RATE ADJUSTMENTS  
GAS COST ADJUSTMENT ("GCA")

APPLICABILITY

Rate schedules for natural gas sales service are subject to a GCA to reflect changes in the cost of purchased gas, as provided for herein. Different GCA amounts are applicable to the Central, North/Southwest and Western Slope GCA regions.

FREQUENCY OF CHANGE

The GCA amounts shall be subject to revision annually on November 1, to reflect increases or decreases in gas costs, such as the cost of the gas commodity and Upstream Services. Additional GCA applications may be filed at other times to revise relevant tariff sheets provided that the resulting changes equate to at least one mill (\$0.001) per therm. Said increased or decreased adjustment amounts shall be prorated as of the effective date.

DETERMINATION OF GCA AMOUNTS

The GCA for region will be determined as follows using the following formula:

$$\text{Total GCA} = A + B$$

Where:

A = Total Current Forecasted Cost

B = Deferred Gas Cost

1. The Total Current Forecasted Cost for the period shall be determined by summing the following costs to be applicable during the GCA Effective Period:
  - 1) Forecasted Gas Commodity Cost Component;
  - 2) Forecasted Upstream Cost Component; and
  - 3) Forecasted Gas Storage Inventory Cost Component.
- 1) The Forecasted Gas Commodity Cost Component shall be the system wide average composite unit cost to the Company for purchasing, gathering, treating, and processing of gas or any other services, fees and taxes assessed, under contract or otherwise, multiplied by the Forecasted Gas Purchase Quantity received or to be received as applicable by the Company during the effective GCA period. For the North/Southwest GCA region, the Forecasted Gas Commodity Cost Component shall include a monthly amortization of Colorado's portion of costs associated with the buyout of a life-of-field gas purchase contract as authorized in Commission Decision No. C16-0067.

GAS RATE ADJUSTMENTS  
GAS COST ADJUSTMENT ("GCA")  
(Continued)

DETERMINATION OF GCA AMOUNTS (Continued)

- 2) The Forecasted Upstream Cost Component shall be the cost of transportation and storage, net of any revenues from capacity releases, directly attributable to the Company's Colorado jurisdiction during the period.
  - 3) The Forecasted Gas Storage Inventory Cost Component shall be the carrying costs associated with the Company's gas storage inventory for the regions with storage. The carrying cost shall be determined by applying the weighted average cost of capital, approved in the Company's last rate review proceeding, to the annual average of the forecasted monthly gas storage inventory balances for the GCA Effective Period.
  - 4) The Company shall separately identify and account for demand and commodity costs related to each of the above listed gas supply cost categories.
2. The resulting Total Current Forecasted Cost will be divided by the Colorado Jurisdictional Forecasted Sales Gas Quantity (adjusted for deviations from normal and other changes) for the same period.
  3. The Deferred Gas Cost will be determined annually for the 12 months ended June 30 (The Accumulation Period) by determining the difference between the forecasted cost of gas and the actual cost of gas as was recovered during the accumulation period. The difference will be the amount over- or under- recovered for the accumulation period. Any credits resulting from the Asset Optimization Plan ("AOP") or an Asset Management Agreement ("AMA") will be included. This amount, plus any amount not amortized at June 30, relating to prior periods, plus interest, if any, will be amortized over the 12 month period commencing November 1.
  4. Rates will be calculated to the nearest tenth of one mill (\$0.0001) per therm in order to reflect the GCA rate adjustments on the same basis as the Company's rates are stated.
  5. Actual Gas Costs include all costs properly included in FERC Accounts 800, 801, 802, 803, 804, 805, 806, 808, 809, and 823. Actual Gas Costs also include all costs and income associated with using various approved risk management tools, including a Commission-approved hedging program.
  6. So long as the Company has a Commission-approved hedging program in place, the Company shall, no later than April 30 of each year, file a report with the Commission as required by the Commission-approved hedging program.



GAS RATE ADJUSTMENTS  
GAS COST ADJUSTMENT ("GCA")  
(Continued)

INTEREST

Interest will be paid on any net over-recovered amounts calculated in accordance with the Commission's GCA rules.

TREATMENT OF REFUNDS

Refunds received from the Company's suppliers, including interest received thereon, will be refunded in accordance with all applicable laws and rules set forth by the Commission.

INFORMATION TO BE FILED WITH THE COMMISSION

Each GCA filing will be accomplished by filing an application and attachments with the Commission as required by Commission GCA rules not less than two weeks prior to the proposed effective date of such filing. Such filing will be accompanied by all such supporting data, schedules, and information as may be required by the Commission from time to time.

ADDITIONAL FILINGS

The Company shall file with the Commission, on or before each June 1, a Gas Purchase Plan ("GPP"), in accordance with the Commission's rules. The Company shall also file any other reports as may be required by the Commission's GCA rules in compliance with such rules, as modified from time to time.

COMPLIANCE WITH COMMISSION RULES

The Company's GCA as set forth herein incorporates by reference the Commission's Rules Regarding Gas Cost Adjustment. Where not explicitly stated, the intent of the Commission's rules shall prevail in the event of errors or omissions.

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

GAS RATE ADJUSTMENTS  
GAS COST ADJUSTMENT ("GCA")  
(Continued)

GAS TRANSPORTATION RATE ADJUSTMENT ("GT-1")

The calculation of the Gas Transportation Rate Adjustment (GT-1) shall be included as a reduction in the calculation of the Forecasted Upstream Cost Component for the Central GCA Region retail customers. The derivation of the GT-1 rate shall be an additional attachment in the GCA application.

TRANSPORTATION RATE ADJUSTMENT ("TRA")

Revenues collected through the Transportation Rate Adjustment (TRA) surcharge will be included in the calculation of the Deferred Gas Cost Component of the North/Southwest GCA Region.

ASSET OPTIMIZATION PLAN CREDIT ("AOP Credit")

An AOP credit shall include 75% of the net monthly revenues generated under the Asset Optimization Plan ("AOP"). Additionally, the Company will credit 50% of any revenues generated under FERC-approved Asset Management Agreement(s) ("AMA").

SUMMARY TABLE

<b>GCA Region</b>	<b>Current Forecasted Cost A</b>	<b>Deferred Gas Cost B</b>	<b>GCA C = A + B</b>
Central	\$0.37275	\$0.00000	\$0.37275
North/Southwest	\$0.46538	\$0.00000	\$0.46538
Western Slope	\$0.53589	\$0.00000	\$0.53589

GAS RATE ADJUSTMENTS  
PIPELINE CAPACITY RELEASE  
ASSET OPTIMIZATION PLAN TARIFF

Company may participate in a revenue sharing mechanism – the Asset Optimization Plan (“AOP”). Under the AOP, revenues are derived from releasing upstream capacity on FERC Regulated Interstate Pipelines. Company may release available upstream capacity to third parties on a recallable basis. The AOP mechanism generates revenue based on the rate that the third party replacement shipper and the Company agree upon for the released capacity. A portion of the revenue generated by this activity shall be credited to the Gas Cost Adjustment (“GCA”) on an annual basis (“AOP Credit”).

The frequency of the AOP credit shall coincide with GCA filing dates. The AOP Credit shall include seventy-five percent (75%) of net monthly revenues actually received by Company for revenue generated under AOP. The Company shall retain twenty-five percent (25%) of net monthly revenues for revenue generated under AOP.

For any capacity the Company releases under the AOP, it shall do so by posting the capacity transaction on the respective upstream pipeline’s Electronic Bulletin Board (EBB). All releases under the AOP program shall be made on a recallable basis only. The AOP credit shall always be at least equal to \$0.00; at no time shall Company release capacity under the AOP program at less than zero value. Capacity releases to Company affiliates are excluded from this program.

Additionally, the Company may, at its sole discretion, enter into FERC-approved Asset Management Agreement(s) (“AMA”) with third parties. The terms and provisions of these agreements will be detailed individually, based on the terms and conditions of the respective AMA. The GCA and the Company shall each receive fifty percent (50%) of the revenue generated by the AMA.

GAS RATE ADJUSTMENTS  
GAS TRANSPORTATION RATE ADJUSTMENT ("GT-1")  
CENTRAL GCA REGION

APPLICABILITY

This GT-1 determined hereunder shall be applied to the commodity charge established from time to time for transportation service under the Transportation Service Rate Schedule, for Shippers in the Central GCA Region.

COMPUTATION PERIOD AND FREQUENCY

Each year the Company shall make a filing with the Commission in which the Company will determine the GT-1 to be effective during the twelve month period beginning on November 1 of that year. This adjustment will be included in the Company's annual GCA filing. If at any time during this twelve month period the Company experiences a change or changes in supplier rates, the cumulative effect of which is to produce an increase or decrease in total gas supply costs of at least one mill (\$0.001) per therm, the Company may determine new GT-1 surcharge rates incorporating this impact to be effective for the remainder of the twelve month period.

DETERMINATION OF THE GAS TRANSPORTATION RATE ADJUSTMENT

The costs associated with the No-Notice Storage upstream pipeline provider contract affecting the Central GCA Region for the twelve month period beginning on November 1 of each year shall be prorated to the transportation customer based on the percentage of daily average transport volume versus the monthly average contract No-Notice Storage MDQ. The result is the applicable system-wide GT-1 surcharge rate.

GAS RATE ADJUSTMENTS  
TRANSPORTATION RATE ADJUSTMENT ("TRA")  
NORTH/SOUTHWEST GCA REGION

APPLICABILITY

This TRA determined hereunder shall be applied to the commodity charge established from time to time for transportation service under the Transportation Service Rate Schedule, for Shippers in the North/Southwest GCA Region.

COMPUTATION PERIOD AND FREQUENCY

Each year the Company shall make a filing with the Commission in which the Company will determine the TRA to be effective during the twelve month period beginning on November 1 of that year. This adjustment will be included in the Company's annual GCA filing. If at any time during this twelve month period the Company experiences a change or changes in supplier rates, the cumulative effect of which is to produce an increase or decrease in total gas supply costs of at least one mill (\$0.001) per therm, the Company may determine new TRA surcharge rates incorporating this impact to be effective for the remainder of the twelve month period.

DETERMINATION OF TRANSPORTATION RATE ADJUSTMENT

1. The monthly amortization of Colorado's portion of costs associated with the buyout of a life-of-field gas purchase contract as authorized in Commission Decision No. C16-0067 affecting its North/Southwest GCA Region for the twelve month period beginning on November 1 of each year shall be divided by the projected annual system-wide throughput volumes. The result is the applicable system-wide TRA surcharge rate.
2. The applicable system-wide TRA surcharge rate shall be multiplied by the projected total annual transportation volumes in the North/Southwest GCA Region. This calculation determines the total projected cost obligation of North/Southwest transportation customer classes. The result plus the actual balance of the TRA Deferred Account, as defined herein, will be used to calculate the applicable TRA surcharge rate.

GAS RATE ADJUSTMENTS  
TRANSPORTATION RATE ADJUSTMENT ("TRA")  
NORTH/SOUTHWEST GCA REGION  
(Continued)

DETERMINATION OF TRANSPORTATION RATE ADJUSTMENT (Continued)

The TRA annual accumulation period shall be the twelve (12) months ended June 30. The TRA deferred account balance shall be determined by:

1. the total actual Contract P-0802 cost obligation of Shippers in the North/Southwest region taking service under the Transportation Service Rate Schedule, calculated using the same method as the projected cost obligation;
2. less the total actual costs collected from Shippers in the North/Southwest region taking service under the Transportation Service Rate Schedule. Such difference shall reflect the over-or under-collections and shall be credited or debited to the TRA Deferred Account.
3. The amount resulting from the above shall be divided by the projected transportation volumes for Shippers in the North/Southwest GCA region taking service under the Transportation Service Rate Schedule which will be billed the TRA Surcharge Rate. The resulting rate shall be the individual TRA Surcharge Rate stated under the Transportation Service Rate Schedule.
4. The TRA Surcharge Rate, resulting from steps above, shall be added to the base transportation rate for Shippers in the North/Southwest GCA region taking service under the Transportation Service Rate Schedule. The TRA surcharge rate shall be stated on Sheet No. 18.

TRANSPORTATION RATE DISCOUNT ORDER

If and when the Company discounts the rates applicable to service rendered under the transportation rate schedule contained in the Company's effective Tariff filed with the Commission, the TRA Surcharge Rate component shall be discounted prior to the discounting of any other component of the applicable maximum rate. The Company will maintain records sufficient to determine the amount of TRA surcharge collected from each transportation Shipper.

CREDITING OF REVENUES COLLECTED PURSUANT TO THE TRA

All revenues actually collected as a result of the application of the TRA Surcharge Rate to North/Southwest GCA region transportation volumes shall be credited pursuant to the provisions of the Gas Cost Adjustment, herein of Black Hills Energy's effective Colorado Gas Tariff.

# RULES AND REGULATIONS

## APPLICABLE TO ALL GAS SERVICES

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES

GENERAL STATEMENT

The following Rules and Regulations set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of the Public Utilities Commission of the State of Colorado ("Commission").

Service furnished by the Company is subject to the rules of the Commission and to pertinent ordinances or codes of any governmental body having jurisdiction in the premise. Copies of the Company's rules are available for any customer's inspection at the offices of the Company.

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



## RULES AND REGULATIONS APPLICABLE TO ALL GAS SERVICES

### BENEFIT OF SERVICE

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

### REQUESTS FOR SERVICE

Upon request for gas service, the Company shall supply the customer with gas service under the rate schedule, rules, terms, and regulations and conditions contained herein, and as amended from time to time, which apply to the particular type of service for which the request is made. The customer agrees to abide by the Company's rate schedules, rules, terms, tariffs and regulations, as amended from time to time, as a condition of service. There is no charge for an initial service connection made by the company during normal business hours.

### CUSTOMER

Only one class of service shall be furnished to an individual or corporation at a single address or location. A single request for service cannot apply to different locations. A single request cannot cover more than one meter.

### APPLICATION

These Rules and Regulations apply to the extent indicated and to the extent not superseded by inconsistent provisions in each of Company's rate schedules covering transportation services and sales services subject to the jurisdiction of the Commission. The General Terms and Conditions as contained herein are a binding part of Agreements between Company and Shipper and/or End-User.

**RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES**

**DEFINITIONS**

The following terms shall have the meanings defined below:

“Agent” means a representative of the Company, Shipper or a third party who is authorized to act for the Company, Shipper or the third party through employment or by contract.

“Balance” and “Balancing” means the Shipper’s obligation to cause deliveries of natural gas to equal receipts, with due consideration given to Fuel Reimbursement Quantity.

“British Thermal Unit” (Btu) - the amount of energy required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit.

“Capacity” means the maximum gas volume which any particular segment of the Company’s system is capable of transporting under the current operating conditions.

“Company” or “Transporter” means Black Hills Colorado Gas, Inc.

“Commission” shall mean the Colorado Public Utilities Commission and any other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers of the Commission.

“Communication Equipment” and “Data Transport” (“Communications”) means the components used for the purpose of transmitting and receiving information via communication over a distance by cable, wire, telephone, internet, cellular, radio, satellite, microwave, or other forms of electromagnetic radiation.

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

“Curtailement” means the inability of the End-User to receive natural gas due to a shortage of natural gas supply.

“Customer” means any individually metered Sales Service end- user connected, or requesting to be connected, to Company’s gas facilities.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DEFINITIONS (Continued)

“Daily Balancing Period” means that Day or Days for which the Company has posted notice on its interactive website that daily balancing of receipts and deliveries is necessary to maintain compliance with upstream pipeline directives, avoidance of upstream pipeline incremental charges, avoidance of a threat to the Company’s system integrity, or avoidance of impact on the Company’s sales and transportation service contractual obligations.

“Daily Metering” means if directed by the Company, the End-User shall read the Company’s gas meter each day at the time specified by the Contract and report such reading to the Company.

“Day” - A period of twenty-four (24) consecutive hours beginning and ending at nine o’clock (9:00) a.m. Central Clock Time or at such other hour as Shipper and Company may agree upon.

“Deficient Volumes” are any deficiency in Equivalent Volumes of Shipper’s gas at Delivery Point(s) compared to total gas measured through Company’s meter(s) at Delivery Point(s) for any given period of time.

“Distribution Charge” means that portion of the amount to be paid monthly by the Shipper for service, which is based upon the quantity of gas delivered to the related End-User at Shipper’s Delivery Points.

“Dth” means dekatherm; a unit of energy used primarily to measure natural gas. Dth is equal to 10 therms or 1,000,000 British thermal units (MMBtu).

“End-User” is the party or parties that ultimately consume the supply of natural gas at the Delivery Point(s).

“Equivalent Volumes” are the sum of the volumes of gas measured in therms at a specific pressure base at Receipt Point(s) during any given period of time reduced by the appropriate Company’s Fuel Reimbursement Quantity percentage results in an equivalent volume of gas delivered to the Delivery Point(s).

Thus, at an identical pressure base Equivalent Volumes at Receipt Point(s) (EVRP) and Equivalent Volumes at Delivery Point(s) (EVDP) are related mathematically as follows:

$$EVDP = EVRP * (1 - \frac{\%L\&U}{100}) \quad \text{and} \quad EVRP = EVDP * (1) / (1 - \frac{\%L\&U}{100})$$

where %L&U is Company’s Fuel Reimbursement Quantity percentage.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DEFINITIONS (Continued)

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

“Excess Volumes” means any excess of total gas measured through Company meter(s) at Delivery Point(s) less Equivalent Volumes of Shipper’s gas at Delivery Point(s) for any given period of time.

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

Fuel, Lost and Unaccounted For Gas” (“FL&U”) or “Fuel Reimbursement Quantity” is that portion of Shipper’s natural gas received by Company for delivery to the Shipper, which is retained by Company as compensation for fuel used in operations and lost and unaccounted for gas. The Fuel Reimbursement Quantity is stated as a percentage of the natural gas delivered by Shipper at the Point(s) of Receipt. Title to Fuel Reimbursement Quantity shall rest in Company upon receipt at the Receipt Point(s) at no cost, and free and clear of all adverse claims. The Company shall recalculate its Fuel Reimbursement Quantity percentages annually using prior year actuals ending May 31<sup>st</sup>, to be filed with the Commission in conjunction with the Company’s annual Gas Cost Adjustment filing to be effective November 1.

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

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

“Imbalance” shall mean the difference between the Dth of distribution gas received by the Company for the Shipper’s account and the Dth of distribution gas delivered by the Company to the Shipper for the benefit of the End-User or for the Shipper’s account at the End-User’s Delivery Point, with due regard given to Fuel Reimbursement Quantity.

“Interruption” means the Company’s inability to provide distribution to an End-User due to constraints on the pipeline system.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DEFINITIONS (Continued)

"Irrigation or Seasonal Customer" means gas service provided for the exclusive use of the Customer, and shall not be re-sold or shared by others. Primarily the use of gas service is for irrigation, crop drying or seasonal purposes only.

"MBS" means Mainline Border Station.

"Mainline Customer" is a customer served off the Mainline upstream of the MBS or TBS.

"Maximum Daily Delivery Quantity" (at individual delivery point(s) ("MDDQ") means the maximum quantity of natural gas in Dth which Shipper is entitled to deliver to an End-User as delivered by Company under Transportation Service on any day at a particular delivery point specified in the executed Transportation Service Agreement, should capacity be available.

"Maximum Daily Receipt Quantity" ("MDRQ") means the maximum quantity of natural gas in Dth which Shipper is entitled to tender to Company for Transportation Service at an individual receipt point on any day.

"Maximum Daily Transportation Quantity" ("MDTQ") is the maximum quantity of natural gas in Dth which Shipper is entitled to tender to Company for Transportation Service on any day for the account of Shipper at all Receipt Point(s) should capacity be available. Such receipt point(s) and the MDTQ shall be specified on the executed Transportation Service Agreement. The MDTQ shall include the applicable Fuel Reimbursement Quantity.

"MMBtu" is one million (1,000,000) Btu's.

"Month" - A period beginning at nine o'clock (9:00) a.m., Mountain Clock Time, or at such other hour as Shipper and Company have agreed upon, on the first day of the calendar month and ending at the same time on the first day of the next month.

"Monthly Billing Period" - is the calendar month.

"Party" means Shipper, Agent, End User, Customer or Company.

"Point of Delivery" or "Delivery Point" - The point of connection between facilities of Company and another party at which the gas leaves the outlet side of the measuring equipment or main of Company and enters the facility of other party or other agreed upon point.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DEFINITIONS (Continued)

"Power System" ("Power System"): Electrical components to generate, supply, transfer, and use electric power

"Premise" means a physical location where an End User takes service.

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

"p.s.i.a." means pounds per square inch absolute.

"p.s.i.g." means pounds per square inch gauge.

"Point of Receipt" or "Receipt Point" means the point(s) at which the upstream facilities are interconnected with the Company's facilities and at which the gas flow is metered.

"Regulated charges" means charges billed by a utility to a customer if such charges are approved by the Commission, on a tariff sheet, and/or contained in a tariff of the utility.

"Request for Gas Transportation Service" is a written request for transportation service submitted by End-User or End-User's Shipper in the form described by the Standard Form of Transportation Service Request provided in this Tariff.

"Residential Customer" means gas service provided for the exclusive use of the Customer, and shall not be re-sold or shared by others.

"Sales service" means a bundled gas utility service in which the utility both purchases gas commodity for resale to the customer and delivers the gas to the customer.

"Service lateral" or "Service line" means that part of a distribution system from the utility's main to the entrance to a customer's physical location.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DEFINITIONS (Continued)

“Shipper” shall mean an End User taking Transportation Service who has requested service from the Company, executed a contract for such service with the Company, and complied with all requirements, contract provisions, rules, and regulations of the Company and any regulatory body having jurisdiction.

“Small Commercial Customer” mean gas service of 5000 therms of less per year provided for the exclusive use of the Customer, and shall not be re-sold or shared by others; provided, however, that natural gas sold under this schedule may be re-sold for the limited purpose of re-fueling natural gas powered vehicles.

“TBS” means Town Border Station.

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

“Transportation Service” by Company consists of acceptance of gas tendered by Shipper or Shipper’s designated agent to Company’s Transportation System at the Point(s) of Receipt, and direct delivery, displacement delivery or exchange delivery for Shipper’s account for the benefit of an End User, including receipt at Mainline measuring facilities. Transportation service does not apply to wellhead, gathering, processing, or storage facilities and services.

“Transportation Service Agreement” or “Transportation Agreement” shall mean a written agreement, providing for gas transportation service, which is executed by the Company and the Shipper, and any exhibits, attachments, and/or amendments thereto.

“Unregulated charges” means charges that are billed by a utility to a customer and that are not regulated or approved by the Commission, are not contained in a tariff, and are for service or merchandise not required as a condition of receiving regulated utility service.

“Upstream pipeline” means either a natural gas pipeline or a LDC that provides gas to a LDC.

“Year” is a period of three hundred sixty-five (365) days commencing and ending at nine o’clock (9:00) a.m. Mountain Clock Time, provided that any year which contains that date of February 29 shall consist of three hundred sixty-six (366) days.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

THERM CONVERSION

CONVERSION TO THERMAL BILLING UNITS

The per cubic foot volumetric meter readings, which are already adjusted to a standard temperature of 60 degrees Fahrenheit through the use of temperature-compensated meters, are converted to thermal billing units by combining receipt point Btu and atmospheric pressure data.

The Company's system is subdivided into Btu areas based on the receipt points where natural gas is delivered into the system.

Each Customer's or End-User's meter is assigned to a Btu area based on the physical location of the meter.

The receipt points are equipped with gas quality equipment that measures and records the Btu content of the natural gas passing through that point.

The Customer's or End-User's total usage in cubic feet is converted to Btus based on the average daily Btu content of the natural gas in that Btu Area during their billing cycle. At this stage, the amount of Btus used is unadjusted for atmospheric pressure.

Each Customer's or End-User's unadjusted Btus are then adjusted to account for the local atmospheric pressure at the Customer's or End-User's meter.

The adjusted Btus are then converted to therms for the purpose of determining the Customer's or Shipper's bill.



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

QUALITY

Natural Gas to be delivered by Company shall be of merchantable quality. Company reserves the right to extract or retain or permit the extraction of gasoline or any other substance whatsoever from, or otherwise treat (without impairing its merchantability), the natural gas to be delivered hereunder.

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

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

1. 1/4 grain of hydrogen sulphide per 100 cubic feet;
2. 5 grains of total sulphur per 100 cubic feet;
3. 1 grain of mercaptans per 100 cubic feet;
4. 3.0 percent by volume of carbon dioxide;
5. 7 pounds of water vapor per million cubic feet
6. 10 parts per million (0.001 percent) by volume of oxygen; and

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

At a base pressure of 14.73 p.s.i.a., the Gross Dry Heating Value of such gas shall not be less than 945 Btus nor more than 1150 Btus per cubic foot.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

QUALITY (Continued)

The temperature of such gas shall not exceed 120 degrees Fahrenheit. However, if Company is required to dehydrate the gas at the Point(s) of Receipt, then the temperature of such gas shall not exceed 90 degrees Fahrenheit.

The gas shall not contain hydrocarbons in the liquid state at the maximum pressure specified in the Agreement, or the pressure existing at the Point of Receipt, if higher.

QUALITY TESTING

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

MEASUREMENTS

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

Orifice Meters: Installation and the determination of volumes delivered through orifice meters shall conform to the recommendations in "Gas Measurement Committee Report Number Three" of the American Gas Association as amended, revised or superseded from time to time. Values of the orifice thermal expansion factor, manometer factor and gauge location factor shall be assumed to be unity.

Turbine Meters: Installation and the determination of values delivered through turbine meters shall conform to the recommendations in "Transmission Measurement Committee Report Number Seven" of the American Gas Association as amended, revised or superseded from time to time.

Positive Displacement Meters: Installation and the determination of volumes delivered shall conform to the recommendations in "Gas Measurement Manual Displacement Measurement Part Number Two" of the American Gas Association as amended, revised or superseded from time to time.

Ultrasonic Meters: Installation and the determination of values delivered through ultrasonic meters shall conform to the recommendations in "Transmission Measurement Committee Report Number Nine" of the American Gas Association as amended, revised or superseded from time to time.

The atmospheric pressure shall be determined at the Points of Delivery and Receipt.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

MEASUREMENTS (Continued)

The volume of gas delivered through each Point of Delivery and Receipt shall be corrected to a base temperature of sixty (60) degrees Fahrenheit by using:

The arithmetic average of the hourly temperatures recorded by a properly installed continuously operated recording thermometer; or

A meter containing a temperature operated device, hereinafter referred to as a temperature compensated meter, through the operation of which the meter correctly registers the volume, corrected to sixty (60) degrees Fahrenheit.

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

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

The heating value of the gas delivered shall be determined by approved recording calorimeters, gas samples or chromatographs.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

MEASURING EQUIPMENT

Company agrees to install, operate and maintain on its pipeline at or near each point of connection of the facilities of Company and End-User (or another party which is distributing the gas on behalf of End-User), a meter or meters of standard type and design to measure all of the gas to be delivered hereunder. Company also agrees to install, operate and maintain at or near each Point of Delivery such pressure regulating equipment as may be necessary.

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

METER TESTS AND ADJUSTMENTS

TESTING EQUIPMENT AND CERTIFICATION

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

Before being installed for use by an End-User, every gas service meter, whether new, repaired or removed from service for any cause shall be in good order, and shall be adjusted to be correct to within one percent.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

METER TESTS AND ADJUSTMENTS (Continued)

TESTING EQUIPMENT AND CERTIFICATION (Continued)

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

METER TESTS AND ADJUSTMENTS (Continued)

TESTING EQUIPMENT AND CERTIFICATION (Continued)

If, for any reason, Company's meters are out of service or out of repair so that the quantity of gas delivered is not correctly indicated by the reading thereof, the gas delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon on the basis of the best data available, using the first of the following methods which shall be feasible:

1. By using the registration of any check meter or meters if installed and accurately registering;
2. By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
3. By estimating the quantity of delivery by deliveries during preceding period under similar conditions when the meter was registering accurately.

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



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

METERS AND REGULATORS

The Company shall furnish meters and meter connections free of extra cost to customer. The meter and meter connections are the property of the Company and may be removed when the service is terminated for any cause.

DELIVERY PRESSURE OF GAS

All gas will be delivered at the outlet side of the Company's meter at a pressure of not more than seven (7) inches of water column gauge pressure. The average atmospheric pressure listed by the United States Weather Bureau will be used to establish the absolute pressure; provided, however, that gas delivered to Customers who require a pressure in excess of seven (7) inches of water column shall be delivered at the pressure established by the Company for that particular installation.

HEATING VALUE OF GAS

The minimum heating value (Btu) of natural gas distributed by the Company shall not be less than 945 Btu, dry base conditions and 14.73 pounds per square inch.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

LIABILITY

All mains, services, apparatus, instruments, meters, regulators, and materials supplied by Company at its expense or under its standard policies will be and remain the property of the Company. Company's property shall not be worked upon or interfered with by Customer or other unauthorized persons.

The Customer shall be responsible for any damage to or loss of Company's property located on Customer's premises, caused by or arising out of the acts, omissions or negligence of Customer or others, or the misuse or unauthorized use of Company's property by Customer or others. The cost of making good such loss and/or repairing such damage shall be paid by the Customer. Customer shall be held responsible for injury to Company's employees if caused by Customer's acts, omissions or negligence.

The Customer shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the Customer or any of his agents, employees, or licenses, in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

The Customer shall hold the Company harmless and indemnify it against all liability for injury to persons or damage to property occurring on Customer's piping, equipment, machinery or apparatus, unless as to such incident a Company employee failed to exercise that degree of care which a reasonably careful person with the ordinary skill and competence of a member of the employee's profession would have exercised under the same or similar circumstances. In such event liability will be apportioned between Company and Customer in accordance with the degree of fault of each.

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

INTERRUPTIONS AND CURTAILMENTS OF SERVICE

The Company will construct, operate and maintain its natural gas systems in such manner as to furnish good, safe, adequate and continuous natural gas service in accordance with the Rules and Regulations of the Public Utilities Commission of the State of Colorado.

1. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage or interruption of delivery. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, the actions of the elements, acts of God, authority and orders of government, breakdown of equipment, broken pipes, burnouts, failure of gas supply, fires, flood, riots, storms, strikes, or war.
2. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to temporarily suspend the delivery of natural gas.
3. Interruptions in service, however, will not relieve Customer from any charges for service actually supplied, nor will accidents to Customer's equipment or machinery or failure of Customer's installation, not due to fault of Company, relieve Customer of payment of minimum charges under the applicable rate schedule or contract.
4. In the case of emergency, the Company shall have the right to grant a preference to that service which, in its sole judgment is most essential to the public welfare.

In case of a shortage of supply or constraints on the Company's system, the Company shall have the right to limit the availability of service within the affected area under any rate schedule. Specific rules and regulations setting forth limitations on existing and new customers in the event of natural gas supply shortages or system constraints are set forth below. In general, it shall be the policy of the Company to allocate its natural gas supplies in a manner consistent with a priority system granting preference to residential use. For purposes of this tariff, the term "curtailment" shall mean the inability of a customer to receive gas due to a shortage of gas supply. The term "interruption" shall mean the inability of the Company to deliver gas supplies to a customer due to constraints on the Company's system.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

INTERRUPTIONS AND CURTAILMENTS OF SERVICE (Continued)

The Company will keep a record of all interruptions and curtailments of service on its system, including a statement of the time, duration, and cause of each interruption or curtailment.

The Company will interrupt service within each class on an equitable basis consistent with system constraints and its tariff.

The Company will interrupt service within a locale on a fair and reasonable basis, consistent with local conditions.

The Company will not make up any shortage by using the transportation customer's supplies without the transportation customer's consent.

The Company will curtail standby supply service to transportation customers who have contracted for standby supply service.

The Company may provide available supply service to gas transportation customers who have not purchased standby supply service, but are experiencing supply shortages.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

EXCESS FLOW VALVES ("EFV")

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

As in accordance with Department of Transportation Regulation 49 C.F.R. Part 192.383, the written notification will include:

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

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

Installation Charge: ..... New Service - \$30.00  
Installation Charge for existing service at the request of the Customer ..... Actual Cost

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

BILLING AND PAYMENT

BILLS, DUPLICATE BILLS, FAILURE TO RECEIVE BILLS.

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

BILLING PERIOD

Bills will be rendered monthly at the rates shown in the Company's filed rate schedules and shall be due and payable on the bill due date. The bill due date shall be no earlier than twenty (20) days subsequent to the billing date indicated on the bill.

BILL STATEMENT

The customer may elect to receive e-billing (electronic billing), rendered in lieu of a printed bill. The e-bill shall contain the same disclosures and commission-required information as contained on the printed bill. The customer will not be charged a fee for the election. The customer will not be charged a fee for payment options that is different than customers receiving printed bills. Payments for e-bills are due not later than twenty (20) days from date of bill.

METER READING

All bills periodically rendered to residential, commercial and irrigation and seasonal customers for metered service shall be based on actual or estimated readings at local pressure base and shall show in addition to the net dollar amount due, the date on which the current reading was taken, the meter readings at the beginning and end of the period for which the bill is rendered, the date when payment is due, the total consumption expressed in cubic feet or other unit of service recorded by the meter read, approved rates and charges, net amount due for regulated charges, any past due amount, amount due for unregulated charges, if applicable, and whether the bill is actual or estimated.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

BILLING AND PAYMENT (Continued)

METER READING (Continued)

The Company may estimate the Customer's consumption for a billing period, and bill accordingly, under estimating procedures allowed by rules, regulations and tariffs as necessary. Billings based on estimated usage may be issued including, but not limited to, extreme weather conditions, emergencies, work stoppages, equipment failure, or other circumstances beyond the Company's control which prevent actual meter readings.

When the Company issues a bill based on estimated usage, it shall maintain accurate records concerning such estimates, shall indicate on the bill that the usage was estimated, and shall make any appropriate adjustments upon a subsequent reading of the meter. The Customer's meter shall be read at least once every six months.

COMPANY READ METERS

The Company shall read gas service meters approximately every thirty days on various dates during the month.

CUSTOMER READ METERS

Pursuant to an agreement with the Customer, if the regular meter reading is not possible, (due to, for example, a locked gate), the Company may request the Customer to read the gas meter at regular intervals approximating a billing period. Each request for a reading by the Customer shall be on a printed form provided by the Company. The form shall contain instructions as to the method of reading the meter. Meter readings may be called in or entered via the Company website. To verify the accuracy of Customer meter readings, the Company will read the meter once every year. Any necessary billing adjustments will be made based on the Company read.

LATE PAYMENT CHARGE – assessed if payment is not received seven (7) days after the due date.

Bills for gas service are due and payable within 20 Business Days from the date of the bill.

A late payment charge will be applied as follows:

- 5% for the first \$20.00; and
- 2% of the remaining balance.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

BILLING AND PAYMENT (Continued)

METHODS OF PAYMENT

The Company will accept payment by cash, check, and electronic payment.

TAX ADJUSTMENT

When any city or other taxing subdivision imposes a franchise occupation, business sales, license, excise, privilege or similar tax of any kind on the Company, the amounts thereof, insofar as practical, shall be charged on a *pro rata* (defined as prorating the tax to bill the Customer for the correct number of days on the new tax rate and the old tax rate, if applicable), basis to all Customers receiving gas service from the Company within the boundaries of the city or taxing subdivision. This tax charge, in all cases, will be in addition to the regular charges for gas service.

Where such tax is levied on a percentage of gross receipts, that percentage will be applied to each affected Customer's bill, and the amount computed will be added to the bill. Where such tax is levied on the quantity of gas delivered, the quantity of gas consumed, as shown on the Customer's bill, will be used to determine the tax amount added to the bill. Where the tax is levied other than on a percentage of gross receipts or quantity basis, an amount not to exceed \$1.00 per month per Customer shall be added to each affected Customer's bill until the Customer's *pro rata* share of the total tax is paid. The amount of the tax charged to each affected Customer in each billing period will be shown as a separate item on the Customer's bill.



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE

CUSTOMER DATA

**STANDARD DATA REQUEST (CUSTOMER-IDENTIFIED, SINGLE CUSTOMER FILE)**

DEFINITIONS

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

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

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

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

RESIDENTIAL AND NON-RESIDENTIAL DESCRIPTION OF STANDARD DATA REQUEST

Company will provide Standard Customer Data for a single customer.

RATES AND/OR CHARGES

\$0.00 (gratuitous service).

FREQUENCY OF CUSTOMER DATA UPDATES

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

METHOD FOR TRANSMITTAL AND ACCESS

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**STANDARD DATA REQUEST (CUSTOMER-IDENTIFIED, SINGLE CUSTOMER FILE) –  
(CONTINUED)**

SECURITY REQUIREMENTS FOR TRANSMITTAL AND ACCESS

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

TIMEFRAME FOR PROCESSING CUSTOMER'S REQUEST (PAPER FORMAT FILE)

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

CONSENT FOR RELEASE OF CUSTOMER DATA TO CUSTOMER'S THIRD PARTY

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

CUSTOMER REQUEST METHOD (PAPER FORMAT FILE)

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**NON-STANDARD DATA REQUEST (CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE)**

DEFINITIONS

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

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

RESIDENTIAL AND NON-RESIDENTIAL DESCRIPTION OF NON-STANDARD DATA REQUEST

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

RATES AND/OR CHARGES

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

FREQUENCY OF CUSTOMER DATA UPDATES

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

METHOD FOR TRANSMITTAL AND ACCESS

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**NON-STANDARD DATA REQUEST (CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE)** (Continued)

SECURITY REQUIREMENTS FOR TRANSMITTAL AND ACCESS

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

TIMEFRAME FOR PROCESSING CUSTOMER'S THIRD-PARTY REQUEST

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

CONSENT FOR RELEASE OF CUSTOMER DATA TO CUSTOMER'S THIRD PARTY

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

CUSTOMER'S THIRD PARTY REQUEST METHOD

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**AGGREGATED DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE)**

DEFINITIONS

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

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

RESIDENTIAL AND NON-RESIDENTIAL DESCRIPTION OF AGGREGATED DATA REQUEST

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

RATES AND/OR CHARGES

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

FREQUENCY OF CUSTOMER DATA UPDATES

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**AGGREGATED DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS  
BATCHED FILE) – (CONTINUED)**

AGGREGATION REQUIREMENTS

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

Company will ensure the data does not include any personal information or a unique identifier, where “unique identifier” shall mean a customer’s name, mailing address, telephone number, or email address that is displayed on a bill.

At a minimum, a particular aggregation must contain: (1) at least fifteen customers, and (2) within any customer class, no single customer’s customer data or premise associated with a single customer’s customer data may comprise 15 percent or more of the total customer data aggregated per customer class to generate the aggregated data report (the “15/15 Rule”).

AGGREGATION REVISED REQUEST

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**AGGREGATED DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS  
BATCHED FILE) – (CONTINUED)**

METHOD FOR TRANSMITTAL AND ACCESS

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

SECURITY REQUIREMENTS FOR TRANSMITTAL AND ACCESS

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

TIMEFRAME FOR PROCESSING AGGREGATED DATA REQUEST

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

CONSENT FOR RELEASE OF CUSTOMER DATA TO REQUESTER

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**AGGREGATED DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS  
BATCHED FILE) – (CONTINUED)**

REQUEST METHOD, FORMAT, AND CONTENT

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

Requester Name  
Requester Company Name (if any)  
Requester Billing Address  
Requester Phone (daytime) and email address  
Description of Standard Aggregated Data Report, including:  
    Selection parameters and sorting requirements  
    Description of time period (start and end dates)

Aggregated Data Request Form

Date: \_\_\_\_\_

Requester Name: \_\_\_\_\_

Requester Company Name (if any): \_\_\_\_\_

Requester Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Requester Phone (daytime) and email address: \_\_\_\_\_  
\_\_\_\_\_

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

Description of Time Period (start and end dates): \_\_\_\_\_

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



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**WHOLE BUILDING ENERGY USE DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE)**

DEFINITIONS

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

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

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

RESIDENTIAL AND NON RESIDENTIAL DESCRIPTION OF WHOLE BUILDING ENERGY USE DATA

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

REQUESTER

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**WHOLE BUILDING ENERGY USE DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE) – (CONTINUED)**

RATES AND/OR CHARGES

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

WHOLE BUILDING AGGREGATION REQUIREMENTS

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

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

METHOD FOR TRANSMITTAL AND ACCESS

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

SECURITY REQUIREMENTS FOR TRANSMITTAL AND ACCESS

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**WHOLE BUILDING ENERGY USE DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE) – (CONTINUED)**

TIMEFRAME FOR PROCESSING WHOLE BUILDING ENERGY USE DATA REQUEST

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

RESTRICTIONS AND NON-DISCLOSURE AGREEMENT REQUIREMENT

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

REQUEST METHOD, FORMAT, AND CONTENT

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

PRIVACY, ACCESS, AND DISCLOSURE (Continued)

CUSTOMER DATA (Continued)

**WHOLE BUILDING ENERGY USE DATA REQUEST (NON CUSTOMER-IDENTIFIED, MULTIPLE CUSTOMERS BATCHED FILE) – (CONTINUED)**

Whole Building Energy Use Data Request Form

Date: \_\_\_\_\_

Requester Name: \_\_\_\_\_

Requester Company Name (if any): \_\_\_\_\_

Requester Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Requester Phone (daytime) and email address: \_\_\_\_\_  
\_\_\_\_\_

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

Description of Time Period (start and end dates): \_\_\_\_\_

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

RESERVED FOR FUTURE USE

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

LINE EXTENSION  
(Applicable to All Rate Schedules)

METERS AND REGULATORS

Within the Company's service territory, the Company shall, at its expense, install meters and meter connections. The meters and meter connections always remain the property of the Company and may be removed when the service is terminated for any cause.

MAIN AND SERVICE LINE EXTENSION POLICY

1. Within the Company's service territory, the Company shall make such reasonable, economically viable extensions of the Mains and/or Service Lines from time to time consistent with the construction allowance as warranted by expansion and development of demand, subject to the Customer's compliance with any prior contractual relationships involving the Company. The Company shall apply its Extension Policy in a non-discriminatory manner to all applicants under similar circumstances and conditions.
2. Any and all contractors used for excavation, backfill, or construction of Service Lines or Main extensions owned or operated by the Company must be approved by the Company. Installation will be performed by the Company or a Company-approved, DOT-qualified third party contractor.
3. The Company shall bear the expense of any required maintenance, repair, or replacement of pipeline or facilities owned by the Company.
4. The Main and Service Line Extension Policy shall not apply to Customers behind a master meter system.
5. The Customer will be responsible for all Main and/or Service Line extension costs in excess of the Regular Construction Allowances. The Customer and Company may sign a five-year agreement covering Advances for Construction for costs paid to the Company for Main and/or Service Line extensions. The additional costs paid to the Company may be refundable for the five-year period in the amount stipulated in the agreement for each subsequent Customer connected to the same extension, provided however that the refunds will not exceed the total amount of the contribution in advance to construction.
6. The Customer specifically agrees that the Company may make additional extensions from the original extension, and the Company will evaluate the refund obligation on a case by case basis.

**RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)**

**LINE EXTENSION  
(Applicable to All Rate Schedules)  
(Continued)**

**MAIN AND SERVICE LINE EXTENSION POLICY (Continued)**

7. In all cases where it is deemed desirable or necessary by the Company to construct a Main extension of greater capacity than that which is required for Customer in order to conform to future plans of the Company, the excess construction cost of the Mains shall be borne by the Company.

**REGULAR CONSTRUCTION ALLOWANCE**

The Regular Construction Allowance for new Main and/or Service Line extensions offered to new Customers within the service territory for Mains and/or Service Lines where the home or structure has primary gas heat and gas water heating or has gas appliance(s) with comparable typical expected annual usage on the Company's system will be:

<b>Rate Class</b>	<b>Fixed Amount</b>	<b>Per Dth</b>
Residential	\$1,210.00	-
Small Commercial	\$1,250.00	-
Large Commercial	-	\$4.00
Irrigation and Seasonal	-	\$4.00

Customers shall pay any costs (including installation) in excess of the Regular Construction Allowance.

RESERVED FOR FUTURE USE



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

COMPANY AND CUSTOMER PIPING

DEFINITIONS

Mains – The natural gas distribution line that serves, or is designed to serve as a common source of supply for more than one Service Line.

Service Line – A Company-owned natural gas distribution line that transports gas from a main to an individual Customer, to two adjacent or adjoining residential or small commercial Customers, or to multiple residential or small commercial Customers served through a meter header or manifold. A Service Line ends upstream of the meter, with the exception that under specifically identified instances where a Service Line is downstream of the meter, the Service Line ends at the outlet of the riser that is the connection to Customer Piping.

Customer Piping – Customer-owned above ground or below ground piping located downstream of the outlet of the Service Line, or the outlet of the meter whichever is farthest downstream.

PIPELINES OTHER THAN THE COMPANY'S

Anyone applying for service to be supplied through pipelines not owned by the Company will be required to construct or operate under the Company's established rules and regulations.

The Company specifically reserves the right to reject any and all applications for service where same is to be supplied through pipelines not controlled by the Company.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

COMPANY AND CUSTOMER PIPING (Continued)

CUSTOMER PIPING, FIXTURES AND APPLIANCES

The Customer, before purchasing equipment or beginning construction of a proposed installation, should confer with the Company to determine if the type of service, capacity, and pressure desired by Customer is available; to determine if extensions of, or additions to, Company's facilities will be required; and to secure definite location of the point of delivery, i.e., point where Company's natural gas facilities will connect to those of Customer.

All gas piping, fixtures and gas-burning appliances or equipment located downstream of the service line and located at or within the Customer's property or premises shall be owned, maintained and controlled in a good and safe condition solely by the Customer and/or premises' owner in accordance with good practice and applicable codes. The Company does not perform building code inspections and accepts no liability for injury or damage caused by defects in Customer's piping or equipment. The Company may refuse to connect or continue service until the Customer remedies or corrects faults or defects involving Customer-owned facilities.

Customer shall be responsible for all costs relating to maintenance of Customer piping, fixtures and appliances. The owner of the piping and/or facilities shall be responsible for arranging and paying for any required maintenance and repair of said piping and/or facilities and all materials, installation and work performed must comply with all applicable laws and regulations. The owner of the piping and/or facilities shall provide the Company with an assurance acceptable to the Company that all materials, installation and work performed comply with all applicable specifications, laws and regulations before gas service will be restored or continued. The Company shall have no duty to inspect work performed by anyone other than the Company. The Company may terminate service to the Customer immediately and shall give written notice of any defective Customer owned facility or unsafe conditions which may impair service or may result in injury or damage to any person or property.

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

COMPANY AND CUSTOMER PIPING (Continued)

CUSTOMER PIPING, FIXTURES AND APPLIANCES (Continued)

The Company assumes no responsibility for the inspection and/or repair of defects in the Customer's piping, fixtures, and appliances on the Customer's premises and will not be responsible for any injury, loss or damage resulting from such defects or improper installation, except where such loss, damage or injury is the result of the Company's sole active negligence or willful misconduct.

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

Service will be delivered to the Customer for each premises at one point of delivery to be designated by the Company. For the mutual protection of the Customer and the Company, only personnel authorized by the Company are permitted to make connections between the Company's gas service and the Customer's gas piping.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

COMPANY AND CUSTOMER PIPING (Continued)

CUSTOMER PIPING, FIXTURES AND APPLIANCES (Continued)

Service Lines. The Company will own, install, and maintain all Service Lines subject to the following conditions or requirements:

1. When a Service Line needs to be replaced, the Company shall notify the Customer of the anticipated date of work and the general concerns of the crew doing the work;
2. The Customer shall be responsible for obtaining an easement from a third party if a planned Service Line will cross the property of a third party. The easement shall be granted to the Company, not to the Customer securing the easement for the Company;

PROTECTION OF SUBSURFACE FACILITIES

Customer shall consult Company regarding necessity of changing location of gas service before building any improvement, addition or structure over the gas service pipe or in the vicinity of Company's facilities. Customer shall not enclose any exposed portion of gas service facilities within an unventilated enclosure. Customer shall notify Company before undertaking any type of excavation or change in surface grade of customer's property. Customer shall call 811, the Utility Notification Center of Colorado before any excavating or ditching in the proximity of Company's underground gas service on customer's premises.

RESERVED FOR FUTURE USE

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

INACCURACY OF REGISTRATION, METER FAILURE, AND OTHER BILLING ERRORS

The Company shall adjust a customer's bill(s) for gas incorrectly metered or billed in accordance with Commission Rules.

When, upon any meter accuracy test, a meter is found to be running slow in excess of error tolerance levels allowed under Commission Rule 4302, the utility may charge for one-half of the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed six months.

Should any meter be found to be running more than one percent fast when passing gas at 20 percent of its rated capacity at one-half inch water column differential, or should any rotary displacement type gas service meter in a size having a rated capacity of more than 5,000 cubic feet per hour is found to be more than one percent fast when passing gas at ten percent of its rated capacity or found to be one percent fast when passing gas at 100 percent of its rated capacity, the Company will refund one-half of the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed two years.

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

In the event of under-billing, (such as, but not limited to, an incorrect multiplier, an incorrect register, incorrect rate, switched meters or a billing error), the Company may charge for the period during which the under-billing occurred, with such period not to exceed six months. The Customer will be allowed a payment arrangement for the number of billings corrected.

In the event of over-billing, (such as, but not limited to, an incorrect multiplier, an incorrect register, incorrect rate, switched meters or a billing error), the Company shall refund for the period during which the over-billing occurred, with such period not to exceed two years.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

INACCURACY OF REGISTRATION, METER FAILURE, AND OTHER BILLING ERRORS (Continued)

CUSTOMER METER TEST REQUESTS

If the Customer requests a test of the accuracy of the Company's meter, the following provisions shall apply:

1. Within 30 days of a Customer's request, the Company shall test the meter's accuracy using standardized testing equipment. The test shall be conducted free of charge if the meter has not been tested within the previous twelve (12) months; otherwise the Company may charge a fee for performing the test. The Company shall provide a written report of the test results to the Customer and shall maintain the report on file for at least two years from the date of the test. If upon completion of the test, the disputed meter is found to be inaccurate beyond the limits prescribed in Commission Rule 4302, it shall be deemed out of compliance.
2. Should a Customer request and receive a meter test as prescribed in Commission Rule 4305(a) and continue to dispute the accuracy of the meter, or the billing that implicates the accuracy of the meter, the Company shall give notice to the Customer of his or her right to request independent testing of the meter. The Customer's right to request independent testing of the meter shall expire on the 30<sup>th</sup> day after the date of the Company's notice. Upon the Customer's request, the Company shall make the disputed meter available for independent testing by a qualified meter testing facility of the Customer's choosing. The Customer is not entitled to take physical possession of the disputed meter. To be a qualified meter testing facility, the testing facility must be capable of testing the meter to meet all meter standards and requirements of the Commission rules.
3. If, upon completion of an independent test as prescribed in Commission Rule 4305(b), the disputed meter is found to be accurate within one percent when passing gas at 20 percent of its rated capacity at one-half inch water column differential, or a rotary displacement type gas service meter in a size having a rated capacity of more than 5,000 cubic feet per hour is found to be accurate within two percent slow or one percent fast when passing gas at ten percent of its rated capacity and found to be accurate within one percent slow and one percent fast when passing gas at 100 percent of its rated capacity, the Customer shall bear all costs associated with conducting the independent test. If, upon completion of an independent test as prescribed in Commission Rule 4305(b), the disputed meter is found to be inaccurate beyond the limits prescribed, the meter shall be deemed out of compliance and the utility shall bear all costs associated with conducting the independent test.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

INSPECTION BY COMPANY

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

If the Customer refuses to provide access to the Customer's premises, the Company may, at its discretion, discontinue or refuse service to the Customer.

RIGHTS OF WAY AND EASEMENTS

A request for natural gas service, or a contract for natural gas service, or receipt of natural gas service by a Customer, shall be construed as an agreement by the Customer granting to Company a right-of-way or an easement, at no cost or expense to Company, for the installation, operation, maintenance or replacement of the service line, including but not limited to Company's gas line piping, meter, meter connection, regulator or other equipment required to supply gas service to Customer, with the full right of ingress and egress to such property.

Unless a greater right-of-way or easement is required by Company, the right-of-way or easement is five (5) feet on either side of the centerline of the installed service line. If requested by Company, Customer shall execute Company's standard form of right-of-way or easement agreement in a recordable form, granting to Company satisfactory rights-of-way or easements for suitable location of Company's mains, services, meters and metering equipment and other appurtenances on or across property or lands owned or controlled by Customer, and Customer will furnish, at no cost or expense to Company, space and shelter satisfactory to Company for all apparatus of Company located on Customer's premises.

In the event that Customer shall divide premises by sale in such manner that one part shall be isolated from streets where Company's gas mains are accessible, Customer shall grant or reserve a right-of-way or an easement for natural gas service over the part having access to gas mains for the benefit of the isolated part.



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

TEMPORARY SERVICE.

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

If the material is removed by the Company, the Customer shall be credited with the reasonable salvage which the Company shall receive on discontinuance of service. All applicable local construction and building codes shall apply to such connection and disconnection.

RESERVED FOR FUTURE USE

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

CUSTOMER DEPOSITS

DEPOSIT REQUIREMENT

On a non-discriminatory basis, and subject to the terms of these Rules and Regulations, the Company shall determine the requirement for a deposit from a Customer using the following criteria:

1. The Company may request each new Customer to provide information to the Company when a request for service is made to determine if the Customer has previously been a Customer of the Company and to determine the Customer's creditworthiness. The Company may request, but shall not require, a new Customer to provide a social security number.
2. The Company may, either at the time of the request for service or at any time thereafter, upon five (5) days' written notice, request a security deposit to guarantee payment of current bills. A deposit will be requested if (1) the Company determines that the Customer has previously been a Customer of the Company and the Customer has an outstanding undisputed and unpaid service amount owed to the Company; (2) the Customer attempts to pay a utility bill with an insufficient funds check; (3) the Customer has two past due bills for utility service within a twelve-month period; (4) the Customer has diverted the service of a utility, or (5) the Company has discontinued service to the Customer.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

CUSTOMER DEPOSITS  
(Continued)

AMOUNT OF DEPOSIT

The amount of a required security deposit shall not exceed the amount of an estimated ninety (90) days bill of the Customer for the premise to be served. However, if the Customer pays for service in advance, the deposit shall not exceed an estimated sixty (60) days bill. For purposes of establishing deposit amounts and estimating monthly bills, the Company shall consider the length of the time the Customer can reasonably be expected to take service, past consumption history of the subject premises, end use of the service, consumption history of other similar customers, and any applicable tariffs, rules and regulations.

The Company will accept either a guarantor, a surety bond or letter of credit in lieu of a cash deposit, pursuant to the Commission's Rules Regulating Gas Utilities and Pipeline Operators. Should the guarantor terminate service or terminate the third party guarantee before the customer has established a satisfactory payment record for 12 consecutive months, the Company may require a deposit or a new third party guarantor.

When it becomes necessary for the Company to demand a deposit or an increased deposit, the Customer may elect to be billed in four (4) equal monthly installments on the Customer's regular gas service bill.

The security deposit will be applied to amounts owed for gas service for disconnection purposes. Failure to pay the billed security deposit payment shall subject the Customer to procedures for disconnection of service for non-payment.

Simple interest shall be paid by the Company on a deposit. Such interest shall be applied annually to the Customer's account; or upon return of the deposit, for the time the deposit is held by the Company and the Customer is served by the Company.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

CUSTOMER DEPOSITS  
(Continued)

AMOUNT OF DEPOSIT (Continued)

The rate of interest paid on deposits will be as established from year to year by the Public Utilities Commission of the State of Colorado under its Rules Regulating Gas Utilities and Pipeline Operators.\* The currently effective interest rate is 2.05% per annum. This interest rate shall remain in effect until changed by the Commission. Interest will be paid annually for those customer deposits on file on January 1 of each year or upon refund of the deposit. In the event a deposit is retained for periods longer than twelve months and interest is not paid annually, interest on the deposit amount shall accrue at the new interest rate for the time held in the new interest period.

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

CUSTOMER DEPOSITS  
(Continued)

AMOUNT OF DEPOSIT (Continued)

Whenever a security deposit is accepted, the deposit the Company has on hand appears on the Customer's bill each month.

This statement shall provide that deposits taken from a Residential or Small Commercial Customer who makes on-time payments of undisputed bills for utility service for a period of twelve (12) consecutive months shall be promptly credited with interest to the Customer's utility bill or shall be refunded upon Customer request. Deposits taken from all other customer classes will not be refunded until such time as the gas service is discontinued.

The Company will maintain a record of all deposits received from Customers, showing the name of each Customer, the address of the premises for which the deposit is maintained, the date and amount of the deposit and the date and amount of interest paid.

TRANSFER OF DEPOSIT

Security deposits shall not be transferable from one Customer to another Customer; however, upon termination of the Customer's service, the Company may transfer the deposit for service to that Customer's new service account.

RETURN OF DEPOSIT

Upon termination of a service account, if the deposit is not transferred to a new service account, the Company shall refund the amount of the security deposit, plus accrued simple interest, less any unpaid gas service bills due the Company, to the Customer of record or an authorized representative. If the Company finds it impossible to make the refund due to a lack of knowledge of the Customer's whereabouts, the Company shall retain the deposit until the Customer notifies the Company. The Company will not be obligated to pay interest from the date service is discontinued. Deposits may be returned to the Customer by crediting the deposit and interest to the outstanding amount owed by the Customer or by refunding to the Customer by check. Any non-refundable deposit held by the Company in Colorado for more than one (1) year shall escheat or otherwise be disposed of pursuant to Rule 4403 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DISCONTINUANCE OF SERVICE

The Company shall not discontinue the service of a Customer for any reason other than the following:

1. nonpayment of regulated charges;
2. fraud or subterfuge;
3. service diversion;
4. equipment tampering;
5. safety concerns;
6. discontinuance ordered by any appropriate governmental authority; or
7. properly discontinued service being restored by someone other than the utility when the original cause for proper discontinuance has not been cured.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DISCONTINUANCE OF SERVICE (Continued)

The Company shall not discontinue service for non-payment of any of the following:

1. any amount which has not appeared on a regular monthly bill or which is not past due. Unless the account becomes "past due" on the 8th day following the due date of current charges;
2. any amount due on another account now or previously held or guaranteed by the Customer, or with respect to which the Customer received service, unless the amount has first been transferred either to an account which is for the same class of service or to an account which the customer has agreed will secure the other account. Any amount so transferred shall be considered due on the regular due date of the bill on which it first appears and shall be subject to notice of discontinuance as if it had been billed for the first time;
3. any amount due on an account on which the Customer is or was neither the Customer of record nor a guarantor, or any amount due from a previous occupant of the premises. This subparagraph does not apply if the Customer is or was obtaining service through fraud or subterfuge or if Commission Rule 4401(c) applies;
4. any amount due on an account for which the present Customer is or was the Customer of record, if another person established the account through fraud or subterfuge and without the Customer's knowledge or consent;
5. any delinquent amount, unless the Company can supply billing records from the time the delinquency occurred;
6. any debt except that incurred for service rendered by the Company in Colorado; or
7. any unregulated charge.



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DISCONTINUANCE OF SERVICE (Continued)

If the Company discovers any connection or device installed on the Customer's premises, including any energy-consuming device in the proximity of the Company's meter, which would prevent the meter from registering the actual amount of energy used, the Company shall do one of the following.

1. Remove or correct such devices or connections. If the Company takes this action, it shall leave at the premises a written notice which advises the Customer of the violation, of the steps taken by the Company to correct it, and of the Company's ability to bill the Customer for any estimated energy consumption not properly registered. This notice shall be left at the time the removal or correction occurs.
2. Provide the Customer with written notice that the device or connection must be removed or corrected within 15 days and that the Customer may be billed for any estimated energy consumption not properly registered. If the Company elects to take this action and the device or connection is not removed or corrected within the 15 days permitted, then within seven calendar days from the expiration of the 15 days, the Company shall remove or correct the device or connection pursuant to subparagraph (c)(I) of Commission Rule 4407.

If a Company discovers evidence that any Company-owned equipment has been tampered with or that service has been diverted, the Company shall provide the customer with written notice of the discovery. The written notice shall inform the customer of the steps the Company will take to determine whether non-registration of energy consumption has or will occur and shall inform the customer that the customer may be billed for any estimated energy consumption not properly registered. The Company shall mail or hand-deliver the written notice within three calendar days of making the discovery of tampering or service diversion.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DISCONTINUANCE OF SERVICE (Continued)

The Company shall not discontinue service, other than to address safety concerns, if one of the following is met:

1. If a Customer at any time tenders full payment in accordance with the terms and conditions of the notice of discontinuance to a Company employee authorized to receive payment. Payment of a charge for a service call shall not be required to avoid discontinuance.
2. If a Customer pays, on or before the expiration date of the notice of discontinuance, at least one-tenth of the amount shown on the notice and enters into an installment payment plan with the Company, as provided in Commission Rule 4404.
3. If it is between 12 Noon on Friday and 8 a.m. the following Monday; between 12 Noon on the day prior to and 8:00 a.m. on the day following any state or federal holiday; or between 12 Noon on the day prior to and 8:00 a.m. on the day following any day during which the Company's local office is not open.
4. Medical emergencies.
  - (1) The Company shall postpone discontinuance of gas service to a residential Customer for 60 days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority which evidences that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident of the customer's household. The Customer may receive a single 30-day extension by providing a second medical certification prior to the expiration of the original 60-day period. A Customer may invoke this paragraph only once in any twelve consecutive months.
  - (2) As a condition of obtaining a new installment payment plan on or before the last day covered by a medical certificate, a Customer who had already entered into a payment arrangement, but had broken the arrangement prior to seeking a medical certification, may be required to pay all amounts that were due up to the date of the original medical certificate as a condition of obtaining a new payment arrangement. At no time shall a payment from the Customer be required as a condition of honoring a medical certificate.
  - (3) The certificate of medical emergency shall be in writing, sent to the Company from the office of a licensed physician, and show clearly the name of the Customer or individual whose illness is at issue; the Colorado medical identification number, phone number, name, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical emergency. Such certification shall be incontestable by the Company as to the medical judgment, although the Company may use reasonable means to verify the authenticity of such certification.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

NOTICE OF DISCONTINUANCE

Except as provided in paragraphs (g) and (h) of Commission's Rule 4408, the Company shall provide, by first class mail or by hand-delivery, written notice of discontinuance of service at least 15 days in advance of any proposed discontinuance of service. The heading shall contain, in bold font and capital letters, the following warning:

THIS IS A FINAL NOTICE OF DISCONTINUANCE OF UTILITY SERVICE AND  
CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND  
REMEDIES. YOU MUST ACT PROMPTLY TO AVOID UTILITY SHUT OFF.

The body of the notice of discontinuance shall at a minimum advise the Customer of the following:

1. the reason for the discontinuance of service and of the particular terms of service and rule (if any) which has been violated;
2. the amount past due for utility service, deposits, or other regulated charges, if any;
3. the date by which an installment payment plan must be entered into or full payment must be received in order to avoid discontinuance of service;
4. how and where the Customer can pay or enter into an installment payment plan prior to the discontinuance of service;
5. that the Customer may avoid discontinuance of service by entering into an installment payment plan with the utility pursuant to Commission Rule 4404 as described in the Company's applicable tariff;
6. that the Customer has certain rights if the Customer or a member of the Customer's household is seriously ill or has a medical emergency;
7. that the Customer has the right to dispute the discontinuance directly with the Company by contacting the Company, and how to contact the Company toll-free from within the Company's service area;

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

NOTICE OF DISCONTINUANCE (Continued)

The body of the notice of discontinuance shall at a minimum advise the Customer of the following:  
(Continued)

8. that the Customer has the right to make an informal complaint to the Commission in writing, by telephone, or in person, along with the Commission's address and local and toll-free telephone number;
9. that the Customer has the right to file a formal complaint, in writing, with the Commission pursuant to Commission Rule 1302 and that this formal complaint process may involve a formal hearing;
10. that in conjunction with the filing of a formal complaint, the Customer has a right to file a motion for a Commission order ordering the Company not to disconnect service pending the outcome of the formal complaint process and that the Commission may grant the motion upon such terms as it deems reasonable, including but not limited to the posting of a deposit or bond with the Company or timely payment of all undisputed regulated charges;
11. that if service is discontinued for non-payment, the Customer may be required, as a condition of restoring service, to pay reconnection and collection charges in accordance with the Company's tariff; and
12. that qualified low-income Customers may be able to obtain financial assistance to assist with the payment of the utility bill and that more detailed information on that assistance may be obtained by calling the Company toll-free. The Company shall state its toll-free telephone number.

At the time it provides notice of discontinuance to the Customer, the Company shall also provide written notice by first class mail or hand-delivery to any third-party the Customer has designated in writing to receive notices of discontinuance or broken arrangement.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

NOTICE OF DISCONTINUANCE (Continued)

A discontinuance notice shall be printed in English and a specific language or languages other than English where the Company's service territory contains a population of at least ten percent who speak a specific language other than English as their primary language as determined by the latest U.S. Census information.

The Company shall explain and shall offer the terms of an installment payment plan to each Customer who contacts the utility in response to a notice of discontinuance of service.

Following the issuance of the notice of discontinuance of service, and at least 24 hours prior to discontinuance of service, the Company shall attempt to give notice of the proposed discontinuance in person or by telephone both to the Customer and to any third party the Customer has designated in writing to receive such notices. If the Company attempts to notify the Customer in person but fails to do so, it shall leave written notice of the attempted contact and its purpose.

If a customer has entered into an installment payment plan and has defaulted or allowed a new bill to remain unpaid past its due date, a utility shall provide, by first class mail or by hand-delivery, a written notice to the customer. The notice shall contain:

1. a heading as follows: NOTICE OF BROKEN ARRANGEMENT
2. statements that advise the customer:
  - (1) that the Company may discontinue service if it does not receive the monthly installment payment within ten days after the notice is mailed or hand-delivered;
  - (2) that the Company may discontinue service if it does not receive payment for the current bill within 30 days after its due date;
  - (3) that, if service is discontinued, the Company may refuse to restore service until the Customer pays all amounts for regulated service more than 30 days past due and any collection or reconnection charges; and
  - (4) that the Customer has certain rights if the Customer or a member of the Customer's household is seriously ill or has a medical emergency.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

NOTICE OF DISCONTINUANCE (Continued)

The Company is not required to provide notice under this rule if one of the following applies:

1. the situation involves safety concerns;
2. discontinuance is ordered by any appropriate governmental authority;
3. either Commission Rule 4407 (c) or (d) applies; or
4. service, having been already properly discontinued, has been restored by someone other than the Company and the original cause for discontinuance has not been cured.

Where the Company knows that the service to be discontinued is used by Customers in multi-unit dwellings, in places of business, or in a cluster of dwellings or places of business and the utility service is recorded on a single meter used either directly or indirectly by more than one unit, the utility shall issue notice as required in Commission Rule 4407 (a) and (b) , except that:

1. the notice period shall be 30 days;
2. such notice may include the current bill;
3. the Company shall provide written notice to each individual unit, stating that a notice of discontinuance has been sent to the party responsible for the payment of utility bills for the unit and that the occupants of the units may avoid discontinuance by paying the next new bill in full within 30 days of its issuance and successive new bills within 30 days of issuance; and
4. the Company shall post the notice in at least one of the common areas of the affected location.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

NOTICE OF DISCONTINUANCE (Continued)

ENERGY DIVERSION EQUIPMENT AND TAMPERING

If any energy-consuming devices are discovered connected before the Company's meter, or if connections or devices of any kind are found installed on the Customer's premises which would prevent the meter from registering the actual amount of energy used, written notice shall be given for the rule violation, giving the Customer fifteen (15) days in which to remove or correct the devices or connections, and advising the Customer of the possibility of an estimated bill for energy consumed but not properly registered. Or, the Company may elect to remove or correct the devices or connections itself. In the latter event, any momentary interruption of service necessary for the purpose of repair or remedy shall not constitute discontinuance, and shall not require advance notice. However, written notice shall be left at the premise, advising the Customer of the nature of the violation, the steps taken by the Company to correct it, and the possibility that the Customer may be billed for estimated consumption not properly registered.

The discovery of a broken seal or any evidence that the meter has been tampered with shall not constitute cause for discontinuance, by itself. Rather, the Company shall mail or deliver a written notice advising the Customer of the discovery, the steps to be taken by the Company to determine whether non-registration of energy has occurred, and the possibility that the Customer may be billed for estimated energy consumed but not registered.

The foregoing requirements for written notice are not required if one of the following applies:

when, in the opinion of the Company, an immediate discontinuance of service to the premises is imperative for reasons of safety. Such reasons might include a condition or installation of any part of the Customer's or the Company's lines, pipes, apparatus or appliances which is found to be dangerous to life, health or safety of any person;

when discontinuance is ordered by any properly constituted governmental authority due to violations by the Customer of the ordinances, statutes or regulations applicable to the service. The Company shall not be responsible for ascertaining such conditions;

when service, having been discontinued by the Company in accordance with this rule, is discovered restored by someone other than the Company and the original cause for the discontinuance has not been cured.

if the Company discovers any connection or device installed on the Customer's premise which would prevent the meter from registering the actual usage; and

if the Company discovers that the Company-owned equipment has been tampered with or that service has been diverted.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

CONDITIONS FOR REFUSAL OF OR DISCONTINUANCE OF SERVICE  
(Continued)

RESTORATION OF SERVICE

Unless prevented from doing so by safety concerns, the Company shall restore, without additional fee or charge, any discontinued service which was not properly discontinued or restored as provided in Commission Rules 4407, 4408, and 4409.

Unless prevented by safety concerns, the Company shall restore service within 24 hours (excluding weekends and holidays), or within 12 hours if the Customer pays any necessary after-hours charges established in tariffs, if the Customer does any of the following:

1. pays in full the amount for regulated charges shown on the notice and any deposit and/or fees as may be specifically required by the Company's tariff in the event of discontinuance of service;
2. pays any reconnection and collection charges specifically required by the Company's tariff, enters into an installment payment plan, and makes the first installment payment, unless the cause for discontinuance was the Customer's breach of such an arrangement;
3. presents a medical certification, as provided in Commission Rule 4407(e)(IV);
4. demonstrates to the Company that the cause for discontinuance, if other than non-payment, has been cured.



RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

BUDGET BILLING PLAN AND INSTALLMENT PAYMENTS

BUDGET BILLING PLAN

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

The Company does not offer a Budget Billing Plan to Irrigation and Seasonal Customers.

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

INSTALLMENT PAYMENTS

COMPANY DUTY TO OFFER: Residential consumers fulfilling one of the following conditions must be offered installment arrangements including a Modified Budget Billing Plan.

On or before the expiration date of the Notice of Discontinuation pays at least ten (10) percent of the amount shown on the notice and agrees to enter into installment plan arrangements.

On or before the last day covered by a medical certification or extension thereof pays at least ten (10) percent of any amount more than thirty (30) days past due and enters into installment plan arrangements.

If service has been discontinued, pays at least any collection and charges authorized by these Rules and Regulations. However, Company is not obligated to re-establish service if customer has breached previous installment arrangements.

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

BUDGET BILLING PLAN AND INSTALLMENT PAYMENTS  
(Continued)

INSTALLMENT PAYMENTS (Continued)

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

CHARGES TO BE INCLUDED IN "ARRANGEMENT AMOUNT"

The total amount on which an arrangement is made shall be referred to as an "Arrangement Amount" and shall include:

1. The unpaid remainder of the amounts due for regulated charges shown on the Disconnection Notice;
2. Any amounts due for regulated charges not included in the amount shown on the Disconnection Notice which have since become more than thirty (30) days past due;
3. All current regulated charges contained in any bill which is past due but is less than thirty (30) days past due;
4. Any new regulated charges contained in any bill which has been issued but is not past due;
5. Any regulated charges which the customer has incurred since the issuance of the most recent monthly bill;
6. Any collection fees as provided for in the Company's tariff, whether or not such fees have appeared on a regular monthly bill;
7. Any deposit, whether already billed, billed in part, or required by the Company's tariff, due for discontinuance or delinquency or to establish initial credit, other than a deposit required as a condition of initiating service; and
8. Any other regulated charges or fees provided in the Company's tariff (including without limitation miscellaneous service charges, investigative charges, and checks returned for insufficient funds charges), whether or not they have appeared on a regular monthly bill.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES

BUDGET BILLING PLAN AND INSTALLMENT PAYMENTS  
(Continued)

INSTALLMENT PAYMENTS (Continued)

TERMS OF INSTALLMENT ARRANGEMENTS AND MODIFIED BUDGET BILLING PLAN:

INSTALLMENT AGREEMENTS

1. An installment plan arrangement shall consist of equal monthly installments over a period of time selected by the customer up to six (6) months.
2. The amount of the monthly installment payment shall be the arranged amount divided by the number of months over which the payments are to be made.
3. The first monthly installment payment shall be due, together with the new bill, unless the new bill has been made part of the arrangement amount on the due date of the new bill.
4. The second and succeeding monthly installment payment shall be due, together with the new bill, on the due date of the new bill.
5. A description of the steps which the utility will take if the customer does not abide by the payment arrangement.

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES

BUDGET BILLING PLAN AND INSTALLMENT PAYMENTS  
(Continued)

INSTALLMENT PAYMENTS (Continued)

TERMS OF INSTALLMENT ARRANGEMENTS AND MODIFIED BUDGET BILLING PLAN: (Continued)

DEFAULT ON ARRANGEMENT AGREEMENTS

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

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

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

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DIVERSION OF NATURAL GAS

The existence of natural gas consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices, or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of natural gas without its proper registration on Company's meter shall constitute prima facie evidence of diversion of natural gas by the Customer in whose name service is being rendered, or by the person benefiting from the use of such diverted natural gas.

In the event that a Company check meter registers more natural gas in the same interval of time than does the meter installed at Customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Public Utilities Commission of The State of Colorado, such fact shall also constitute prima facie evidence of diversion of natural gas.

In such instances, Company will, in any reasonable manner, compute the amount of diverted natural gas and shall have the right to enter Customer's premises and make an actual count of all natural gas consuming devices to aid in such computation.

Where Company is unable to make such count, the computation will be based on any other available information or estimated.

Such computation will be made for the period beginning with the date on which Customer began using natural gas at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased.

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

RULES AND REGULATIONS  
APPLICABLE TO ALL GAS SERVICES  
(Continued)

DIVERSION OF NATURAL GAS (Continued)

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

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

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

**Diversion of service** will be assessed all applicable billing charges for unmetered gas, plus costs associated with labor, trip fee, equipment, materials and supplies, and all other expenses as incurred by the Company, for investigating and determining the diversion of gas, and for disconnecting service. Labor-related fees are as shown:

Normal Hours: Monday-Friday, 8:00 AM to 4:30 PM Mountain Time

Field Representative service charge:	\$75.00
Field Representative service charge (If meter repaired, removed, or replaced):	\$125.00 / hour
Customer Service /Billing Associate service charge	\$125.00 / hour

After Hours: all other hours, including all day on weekends, and holidays.	Same as above
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RESERVED FOR FUTURE USE

# GAS TRANSPORTATION SERVICE GENERAL TERMS AND CONDITIONS



## GAS TRANSPORTATION SERVICE GENERAL TERMS AND CONDITIONS

### DEFINITION

Transportation Service is the provision of capacity (separate from Company purchased natural gas supplies) on the Company's distribution system on behalf of an End-User who desires to procure its own natural gas supplies. Transportation Service by Company consists of acceptance of gas tendered by Shipper to Company's Transportation System at a Point(s) of Receipt, and delivery for Shipper's account, including receipt at mainline measuring facilities.

1. For a Shipper(s), where the Shipper is the End-User or where the Shipper's Agent is providing service on behalf of one or more End-Users with a Delivery point located where Rocky Mountain Natural Gas LLC is the upstream transportation service provider, the Shipper or the Shipper's Agent will also be required to take certain upstream capacity by Limited Term Partial Assignment and, as applicable, limited capacity release as provided for in Gas Transportation Service General Terms And Conditions.

### CUSTOMER CLASS DEFINITIONS

Only one class of service shall be furnished to an individual or corporation at a single address or location. A single request for service cannot apply to different locations. A single request cannot cover more than one meter.

1. Small Commercial Transportation Service. Small Commercial Transportation Service is defined as service provided to non-residential premises such as a business enterprise in a space occupied and operated for non-residential purposes consuming 500 Dth or less per year.
2. Large Commercial Transportation Service. Large Commercial Transportation Service is defined as service provided to non-residential premises such as a business enterprise in a space occupied and operated for non-residential purposes consuming greater than 500 Dth per year.
3. Irrigation and Seasonal Transportation Service. Irrigation Transportation Service is defined as service provided for pumping water for farm land irrigation purposes from an irrigation well. Crop drying service is defined as service provided for drying grain or crops. Seasonal Transportation Service is defined as service for End-Users that cannot consume natural gas from December 15 of a year through the last day of February of the following year.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

AVAILABILITY

Gas Transportation Service is available for any Shipper where all of the following conditions are met:

1. End-User has elected to subscribe to Gas Transportation Service and End-User has submitted a standard form of Transportation Service Request as contained in this Tariff;
2. Company has determined, based upon the character of the load, that it can provide the service requested without any construction of facilities or other necessary investment by Company unless Company has waived in a nondiscriminatory manner this requirement in writing;
3. Shipper has executed a Transportation Service Agreement in the form contained in these Gas Transportation Service Terms and Conditions.

APPLICABILITY AND CHARACTER OF SERVICE

Transportation Service is the movement of gas through Company's distribution facilities. The Transportation Service will be subject to the applicable Gas Transportation Rate Schedules, the Rules and Regulations of this tariff and these General Terms and Conditions.

Such Transportation Service shall be provided to the extent capacity is available.

Company shall receive from Shipper, or for the account of Shipper daily quantities of gas tendered for transportation. Upon receipt of natural gas for Shipper's account, Company shall, after a reduction of the applicable FL&U, transport and deliver for the account of Shipper the thermal equivalent of such gas at the End-User Premise as specified in the Transportation Service Agreement.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

APPLICABILITY AND CHARACTER OF SERVICE (Continued)

CONTRACT QUANTITY

Company shall calculate an MDDQ for any End-User submitting a Request for Transportation Service.

1. Such calculation shall include the amount of capacity required on both the Company's distribution system and, if applicable, the amount of any upstream pipeline and/or storage systems capacity under contract to be assigned or released by the Company. Such calculation shall also include the designation of Primary Receipt Point(s), Primary Path(s) if applicable, Primary Delivery Point(s) for each End User premise included in the request with such Points designated on both the Company's system and on any upstream pipeline and/or storage system. If an End-User designates an Agent associated with the assigned or released upstream system capacity, the calculated MDDQ of the End-User shall be aggregated with other End-User's MDDQs designating the same Agent and shall be added to the MDDQ of the Agent's service entitlements for the period of the Agent-End-User relationship. The sum of the transportation MDDQs on the Company's distribution system appended to a Service Agreement or the limited-term Partial Assignment shall be the MDTQ used for billing purposes.

The End-User must provide a notification by February 15 of the End-User's non-binding intent to take Transportation Service for the period of June 1 of the same year through May 31 of the following year. The Company will compute the MDDQ level for such Transportation Service and will prepare the applicable Transportation Service Agreement and, if applicable, the Limited Term Partial Assignment Form(s), to include the MDDQ, for execution by Shipper no later than April 15 of each year; Shipper must return an executed Transportation Service Agreement and, if applicable, an executed Limited Term Partial Assignment Form(s) to Company no later than April 30 of each year.

At least once annually, the Company shall post on its EBB in the Informational Notices section an explanatory summary of the method of capacity determination to be used to determine the MDRQ, MDDQ, MDTQ and any other contract entitlements associated with the limited term assignment or release of upstream pipeline and/or storage capacity for the next twelve month assignment period.

Once upstream pipeline and/or storage capacity has been assigned or released to the Agent or upstream contract assignee on a limited term basis, the upstream contract assignee will become the shipper on the upstream system(s) and will comply with all service and tariff requirements of the upstream pipeline and/or storage company and the Company will have no day to day responsibility for such assigned or released upstream capacity and related contracts.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

APPLICABILITY AND CHARACTER OF SERVICE (Continued)

CONTRACT QUANTITY ADJUSTMENT

The Company will adjust the MDDQ on its system and on the Limited Term Partial Assignment of upstream capacity, as applicable, for existing Transportation End-Users in the following manner;

Company System MDDQ Determination:

For Company Distribution Systems served by Rocky Mountain Natural Gas LLC, the Company shall determine no later than March 31 of each year, existing End-Users' MDDQs, regardless of whether or not a termination notice has been received, based on an analysis to be explained in a posting to the Company's interactive website to include either the highest daily usage from the prior twelve (12) month period or

1. a three-year regression analysis of an 80 heating degree day ("HDD") service requirement plus a five percent (5%) contingency plus Company FL&U and
2. if applicable, any non-HDD factors, as necessary, using the service history of the End-User so long as the End-User has taken prior Sales or Transportation Service or has been the beneficiary of Transportation Service of a Shipper for a period of at least 6 (six) months to establish such history.

In the event that an End-User reduces its peak usage requirements, such End-User may request in writing that the Company consider a reduction in the MDDQ applicable to the End-User. Upon receipt of any such request, the Company may, at its sole discretion, grant a reset of the previously established MDDQ for the following situations only:

The Company determines in its sole discretion that End-User has physically and permanently removed gas consuming appliances or equipment as physically verified by the Company that results in a reduction in MDDQ, in which case Company shall determine the appropriate MDDQ.

The Company determines in its sole discretion that End-User has installed energy Gas Demand Side Management equipment as part of a Company sponsored Demand-Side Management program that results in a reduction in MDDQ, in which case, the Company shall determine the appropriate MDDQ.

The Company determines in its sole discretion that End-User used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such an event and that such devices are not required for any permanent service requirement and further that End-User will continue to use gas quantities up to the MDDQ.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

APPLICABILITY AND CHARACTER OF SERVICE (Continued)

ADDITIONAL FACILITIES

Company shall not be obligated to add any facilities or expand the capacity of Company's transportation system in any manner in order to provide transportation service to End-User pursuant to these Gas Transportation Service Terms and Conditions; Company may add facilities whenever such is deemed, at Company's sole discretion, to be feasible; the Company may require the End-User to enter into a separate Facilities Agreement which is subject to the provisions of this Tariff:

1. The nature, extent and timing of facilities required shall be at the sole discretion of Company;
2. Company determines, at its sole discretion, the financial reliability of any End-User requesting additional service; the Company may require assurances in the form of, but not limited to, a Letter of Credit or a prepayment of part or all of the costs associated with the additional facility(ies) construction.

When Company, in its sole discretion, agrees with End-User to construct or acquire new facilities, in order to provide distribution service to End User, Company may require End User:

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

If Company, in its sole discretion, agrees in writing that End-User can satisfactorily install, operate and maintain any measuring equipment which End-User desires to install, maintain, or operate pursuant to the specifications set forth in the Rules and Regulations of Company's Tariff, Company shall not be obligated to install such measuring equipment and End-User shall be relieved of any obligation to reimburse Company for the costs related thereto. If End-User measures the gas, End-User shall send to Company in writing the readings and dates from such measuring equipment by the 5<sup>th</sup> day of the next succeeding month.

To the extent gas transportation service is interrupted, such affected service shall be reduced in accordance with the Rules and Regulations of the Company's tariff.

Transportation Service agreements must be for a period of one year unless otherwise agreed to in writing by Company.

An End-User receiving gas transportation service is solely responsible for its own gas supply procurement. The Company shall have no sales service obligation to such End-User.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT

REQUEST

All End-Use Customers requesting new Transportation service must provide the information required by this section and by Company's Transportation Service Form of Request included in this Tariff on or before February 15 as provided for in these Gas Transportation Service Terms and Conditions, in order to qualify for Transportation Service. No request for Transportation Service will be entered on the Company's log until all such information and a completed Transportation Service Form of Request has been provided to Company.

All completed Transportation Service Forms of Request are to be sent or emailed to:

Send to:           Black Hills Colorado Gas, Inc.  
                  1515 Arapahoe Street, Suite 1200  
                  Denver, Colorado 80202  
                  Attn: Shipper Services

Email to:           buhgasscheduling@blackhillscorp.com

ANY REQUEST SHALL INCLUDE THE FOLLOWING:

SHIPPER AND END-USER INFORMATION

Name, address and telephone number to whom correspondence, billings, or other communications should be directed. State name, address and phone number of twenty-four (24) hour contact person for purposes of exchanging scheduling and volume information.

END-USER SERVICE TYPE

Specify current type of Sales Service (Residential, Small Commercial, Large Commercial, Seasonal or Irrigation or Crop Drying) except for requests for limited-term Partial Assignment. Also, specify type of transportation service being requested.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

ANY REQUEST SHALL INCLUDE THE FOLLOWING: (Continued)

TERM

The commencement date of service, unless otherwise agreed to in writing by the Company, shall begin on June 1<sup>st</sup> consecutively through May 31<sup>st</sup> of the next year; provided, however, the proposed commencement date shall not be more than one hundred fifty (150) days from the date of the request for distribution service hereunder unless further time is necessitated by Company's construction of facilities, or waived by Company in its sole discretion. If Shipper desires the Agreement to be renewable following the primary term, the Shipper will designate such in its request for Transportation Service. If no renewal term is specified in the Agreement, the Agreement will terminate on May 31<sup>st</sup> of the following year from in-service, or, if agreed to by the Company in writing, the date specified as the ending date of the Initial Term of the Agreement.

RECEIPT POINT INFORMATION

The designated Receipt Point(s) for the requested Transportation Service will be at the point of interconnection between the Company and any upstream pipeline or directly-connected point of supply to Company's distribution facilities, subject to availability.

1. RECEIPT POINTS FOR LIMITED TERM PARTIAL ASSIGNMENT OF UPSTREAM CAPACITY.  
The Receipt point(s) on the limited term assignment of the upstream pipeline and/or storage capacity will be designated in the limited-term Partial Assignment agreement.

DELIVERY POINT INFORMATION

Specify facility name and address for each service location where Transportation Service is being requested.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

TRANSPORTATION SERVICE AGREEMENT

A Transportation Service Agreement shall be executed by Shipper within thirty (30) days of being tendered by Company, following Company's receipt of End-User's or Shipper's request for Transportation Service.

1. Term. The Agreement shall be effective for a primary term of no less than one year unless otherwise agreed to by the Company in writing. If a Renewal Term is specified in the Agreement, then following the primary term, the Agreement may be terminated by either party pursuant to prior written notice no later than April 7, to be terminated effective May 31. If no Renewal Term is specified in the Agreement, the Agreement will terminate on the date specified as the ending date of the Initial Term of the Agreement.

Notwithstanding the foregoing, for Transportation Shippers where Rocky Mountain Natural Gas LLC is the upstream service provider, an End-User may change its Agent holding upstream capacity on Rocky Mountain Natural Gas LLC with 30 days prior written notice to be effective on the first day of a calendar month. The original Agent that is also a limited-term Partial Assignee (also known as Shipper in the Rocky Mountain tariff) will amend the limited-term Partial Assignment to allow the replacement Agent to acquire, also by limited-term Partial Assignment, the upstream mainline transmission capacity and related storage rights. If such change occurs on a date other than June 1, the End-User may only change to an Agent utilizing the same Seasonal or Standard rate option as the preceding Agent. If the change occurs effective June 1, there is no such restriction relating to Seasonal or Non-Seasonal rate options.

2. Assignment. The Agreement(s) shall be binding upon and inure to the benefit of any successor(s) to either Company or Shipper by merger, consolidation or acquisition.
3. Interpretation and Modification. The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado. The Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to the Agreement requests the Commission to take any action which could cause a modification in the conditions of the Agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.



GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

4. Agreements being superseded. When the Agreement becomes effective it shall supersede and cancel any other Transportation Service agreements between the parties for the same service.
5. Certifications. By executing the Agreement or the limited-term Partial Assignment, Shipper certifies that:
  - (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be transported by Company;
  - (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Company; and
  - (3) Shipper is the End-User or has a sales contract(s) or will enter into such sales contract(s) prior to the commencement of service.
6. Credit. Shipper shall complete Form of Credit Application. Company may at any time require Shipper to confirm the accuracy of the information on Credit Application or to complete an updated Form of Credit Application. Failure to complete an updated Form of Credit Application which confirms Shipper's creditworthiness as determined by Company may result in termination of the Agreement at Company's sole discretion.
7. Termination. If Shipper fails to perform any of its obligations under the Agreement, including maintenance of the credit requirements set forth in these Gas Transportation Service Terms and Conditions, Company may, at its sole discretion, terminate the Agreement, in whole or in part. Company and Shipper may mutually agree to terminate the Agreement at any time, in which case such termination and consent shall be set forth in writing.

In the event Company terminates any of the rights resulting from Shipper's breach of the Agreement and/or the provisions of this Tariff or the rules and regulations set forth by the Commission, including Shipper's failure to make payments as required under these Gas Transportation Service Terms and Conditions, Shipper shall no longer be entitled to continued service pursuant to Sales Service until Shipper remedies its breach, or satisfactory payment arrangements have been made, in each case as determined solely by Company. Upon Company's determination that Shipper has remedied its breach or made satisfactory payment, as determined by Company in its sole discretion, Company may reinstate the rights that were terminated.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

If Shipper uses an Agent in connection with the limited-term Partial Assignment of rights, obligations and quantities of upstream capacity on Rocky Mountain Natural Gas LLC's Firm Transportation Service No-Notice Storage Service, as applicable, and Interruptible Park and Loan Load-Following Service, and Agent's Agreement for limited-term Partial Assignment associated with such capacity is terminated, in whole or in part, for any reason, or if the Partially Assigned Capacity is revoked pursuant to such Agreement for limited-term Partial Assignment, including making full and complete payment to Company for End-User's share of charges paid by Company due to the failure of payment by Agent to Rocky Mountain Natural Gas LLC, the Shipper will not be entitled to or receive continued Transportation Service until Shipper elects to perform Agent's obligations under such Agreement for Limited-Term Partial Assignment, including making full and complete payment to Black Hills Colorado Gas, Inc. for End-User's share of charges paid by Black Hills Colorado Gas, Inc. due to the failure of payment by Agent to Rocky Mountain. Subsequent to Shipper's adequate performance, Shipper may elect to (a) become the upstream limited-term Partial Assignee for the capacity benefiting the End-User, or (b) designate a new Agent. Otherwise, the End-User shall revert to the applicable Sales Service Rate Schedule for the remainder of the term of the Agreement.

8. Indemnification. Shipper shall release, protect, indemnify, and hold harmless Company and all of their parent, subsidiary, and affiliated entities and all of their respective directors, officers, employees and agents (each an "Indemnified Party") from and against every kind or character of damages, losses, liabilities, expenses, demands, or claims (including reasonable attorney's fees and court costs) (collectively, "Losses"), to the extent the Losses arise from or relate to, directly or indirectly, the acts or omissions of Shipper, its agents, employees or subcontractors in connection with the transactions contemplated by the Agreement, except to the extent any Losses are attributable to the negligence or willful misconduct of the Indemnified Party.

FILING FEES

Any and all filings and approval fees required in connection with Shipper's Service Agreement or limited-term Partial Assignment that Company is obligated to pay to any governmental authority having jurisdiction shall be billed by Company to Shipper. Any fees recovered hereunder will not be included in Company's cost of service.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

REIMBURSEMENT

Any reimbursement due Company by Shipper pursuant to this section shall be due and payable to Company within ten (10) days of the date of Company's invoice(s) for same.

DEPOSITS FOR SERVICE

Deposits for service will be required as provided in the Commission's Rules Regulating Gas Utilities and Pipeline Operators. However, depending on creditworthiness of Shipper, as determined pursuant to the Customer Deposit of the Rules and Regulations of this Tariff, and in a non-discriminatory manner, Company may require Shipper to provide a deposit in an amount of up to an estimated six (6) months bill of Shipper. If the deposit is not paid within fifteen (15) days of written notification, service will not begin, or, if service has begun, it will be terminated.

ELECTRONIC FLOW MEASUREMENT

Electronic Flow Measurement ("EFM") has three (3) necessary components:

1. A metering instrument;
2. Communication Equipment and Data Transport ("Communications") to transfer metered data to Company's measurement system(s), and
3. A Power System ("Power System") to provide power to the metering instrument, the communication equipment, and any other ancillary equipment required for EFM.

EFM is required at all transportation service delivery points. If EFM does not exist at any transportation delivery point requested by End User, the Company shall have no obligation to provide Transportation Service to that point unless and until End-User agrees to the Company's installation of EFM at such delivery point and to reimbursement by End-User or End-User's Shipper of all costs related to the installation and operation of EFM at such point.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

The Company shall install its standard EFM at a location determined by the Company, and End-User shall allow the Company to install, maintain and operate the EFM on End-User's property. End-User or End-User's Shipper shall reimburse the Company for all costs of material and labor related to installation of the EFM.

End-User shall also reimburse the Company for all initial installation costs (material and labor) of the EFM and shall be responsible for all ongoing costs of the EFM necessary for the operation of the EFM in the location determined by the Company.

If requested by Company then End-User shall provide, at no cost to Company, commercial quality power of 110 volts alternating current to supply the Power System and shall be subject to Company approval. At Company's sole discretion Company may install a solar power.

If requested by Company then End-User shall provide, at no cost to Company, a dedicated analog phone line to be used for Communications and shall be subject to Company approval. At Company's sole discretion Company may install a cellular telephone(s) and charge End-User a monthly fee for this service. Should End-User and Shipper fail to agree to the installation or reimbursement of EFM at any requested delivery point, the Company shall have the right to refuse or terminate Transportation Service to Shipper at the requested Delivery Point.

End-User provided power and analog phone line shall be maintained by the End-User and cause any interruption in service shall be repaired as soon as possible. If interruption of service occurs due to End-User provided power or analog phone line, and if the End-User provided power or analog phone line is not repaired within three (3) business days, the Company may no longer accept transportation nominations from the Shipper.

In any event, the Company shall obtain the metered data and Shipper shall be responsible for all applicable charges. The Company shall record EFM data on a daily basis during the term of Shipper's Transportation service agreement and the daily flow and imbalance information will be made available to the Shipper and/or its designated Agent through the Company's electronic bulletin board as soon as possible.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

REQUIREMENTS FOR TRANSPORTATION SERVICE AGREEMENT (Continued)

1. The End-User will reimburse the Company for all reimbursable costs related to EFM in a lump sum payment when service is initiated. If End-User fails to make in a timely manner any payments to reimburse the Company for any reimbursable costs related to EFM installed at a delivery point under any transportation service agreement with Shipper, the Company may, upon 30 days' written notice, terminate service to Shipper under such agreement, in addition to, and without limitation upon, any other legal or equitable remedies the Company may have.
2. If Shipper's Transportation Service Agreement terminates, the Company shall not be obligated to make reimbursement for EFM installation(s) and the Company may elect to relocate the EFM equipment to another point on the Company's system at its sole discretion.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

RATES

MAXIMUM AND MINIMUM RATES

The applicable maximum and minimum unit rates for transportation service are set forth in the applicable Transportation Service Rate Schedule. The applicable unit rate for gas transportation service shall be a rate not in excess of the maximum unit rate, nor less than the minimum unit rate. If Company elects to discount, Company shall discount these rates on a not unduly discriminatory basis within this range. Company will charge the maximum rate unless otherwise agreed to in writing with Shipper.

MONTHLY BILL

Commencing for the month in which the Transportation Service Agreement is effective and each month thereafter, Company shall charge and Shipper, or, if provided in any applicable agency agreement, the Shipper's designated Agent shall pay Company the following amounts:

1. CUSTOMER CHARGE. The applicable rate set forth in the currently effective Rate Schedule multiplied by the number of delivery meters stated on the Agreement.
2. VOLUMETRIC CHARGE. The applicable unit distribution rate set forth in the applicable Transportation Rate Schedule multiplied by the therms delivered by Company in the month at the Delivery Point(s).
3. MONTHLY ADMINISTRATIVE CHARGE. There will be an administrative charge as set forth on the applicable rate sheet of this Tariff.
4. AUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when the Company allows Shipper to take daily volumes in excess of its MDTQ when specified. The applicable Authorized Overrun Charge is set forth on the applicable rate sheet of this Tariff.
5. UNAUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when Shipper takes daily volumes in excess of its MDTQ, when specified, which were not nominated and confirmed or when Shipper takes daily volumes in excess of Authorized Overruns for the Day.
6. IMBALANCE CHARGES AND/OR DAILY BALANCING FEE. The Company shall bill the Shipper for the imbalance charges provided for in the sections for Cashout of Over-Receipt Imbalances and Cashout of Under-Receipt Imbalances of these Gas Transportation Service Terms and Conditions.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

RATES (Continued)

7. THIRD PARTY CHARGES. Any charges incurred by the Company on behalf of a Shipper receiving Transport Service under this tariff shall be the sole responsibility of the Shipper.

BILLING

1. Company shall render invoices no later than the tenth day of each month for all gas delivered, or in the case of transportation service, delivered, in the preceding monthly billing period. When information necessary for billing purposes is in the control of Shipper, such information shall be delivered to Company by Shipper no later than the fifth day of the month following the month in which service was provided.
2. Both Company and Shipper have the right to examine at reasonable times those books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.
3. Each Month Company shall invoice Shipper for any penalties, fees or charges which may be applicable. Shipper shall pay Company such charges within 20 days of the invoice date except where otherwise specified in a rate schedule. Charges more than twenty (20) days overdue shall accrue interest at the deposit interest rate as set forth in the Commission's Rules Regulating Gas Utilities and Pipeline Operators.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

PAYMENTS

1. Shipper shall pay to Company at its designated office on or before the twentieth day of each month for the natural gas delivered by Company during the preceding month as billed by Company in the invoice for said month.
2. Shipper's payment shall be due no later than ten days from the date the Company's invoice for Transportation Service is rendered.
3. With respect to a specific Customer's or Shipper's account, any payments received shall first be applied to accrued interest, then to penalties due, then to the previously outstanding principal due, and lastly, to the most current principal due. Charges more than twenty (20) days overdue shall accrue interest at the deposit interest rate as set forth in the Commission's Rules Regulating Gas Utilities and Pipeline Operators.
4. Shipper and each End-User (if different from Shipper) receiving Shipper's gas through Company's distribution system acknowledges that service provided hereunder is for the benefit of End-User and if Shipper or Shipper's agent fails to make timely payment for any service provided hereunder, or is in violation of any rule or regulation of Company or the Colorado Public Utilities Commission, all service provided to Shipper shall be subject to termination in accordance with the Public Utilities Commission's Rules Regulating Gas Utilities and Pipeline Operators. If such termination of Shipper's service is as a result of Shipper's failure to make timely payment, Shipper shall be subject to termination in accordance with the Commission's Rules Regulating Gas Utilities and Pipeline Operators.



GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

DISCONTINUANCE OF SERVICE

Discontinuance of service shall be as provided in accordance with the Commission's Rules Regulating Natural Gas Utilities and Pipeline Operators.

BALANCING

SHIPPER'S RESPONSIBILITY

Balancing of transportation receipts and deliveries behind a Mainline Border Station, single Town Border Station, or an equivalent thereof is Shipper's responsibility. Imbalances are to be minimized and are subject to the terms and conditions of this Tariff.

1. If the Company receives gas from the Shipper at a Point of Receipt through which both Transportation Rate Schedule and Sales Rate Schedule quantities are being received, the allocation of gas volumes through the meter will be the allocation supplied by the interconnecting pipeline. If the Company is able to control Point of Receipt allocations, the Company may minimize or eliminate monthly imbalances by allocating receipts. The Company is not responsible for eliminating any imbalances between End-User and an Agent.
2. The Company will post notification of the Shipper's invoice and imbalance on the Company's interactive website. In instances in which there is a balance due on an under-receipt imbalance, the interactive website will provide information on the imbalance Dth and cashout balance due to the Company. In instances in which there is an over-receipt imbalance cashout credit, the Company's interactive web site will provide information on the imbalance Dth and the cashout credit due to the Shipper.
3. In addition to the provisions of this Section regarding monthly balancing behind a MBS, single TBS or equivalent thereof, the Company may require daily balancing of distribution receipts and deliveries consistent with the provisions of this Tariff. The Company has the right to reduce receipts and/or deliveries hereunder in excess of an MDTQ, when specified, at any time the Company may deem, in its reasonable discretion, that it is necessary to do so in order to protect the integrity of its system, including the maintenance of service to other customers.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

BALANCING (Continued)

OVERRECEIPTS

An over-receipt occurs when the Dth received into the Company's system (net of Fuel Reimbursement Quantity) on behalf of a Shipper is in excess of the Shipper's Dth of deliveries at designated location(s). Imbalances will be determined at the end of each month by subtracting deliveries from receipts (net of Fuel Reimbursement Quantity). The imbalance percentage will then be determined by dividing the imbalance by the monthly deliveries.

CASHOUT OF OVER-RECEIPT IMBALANCES

1. A Shipper's over-receipt imbalance less than or equal to five percent (5.0%) of the Shipper's monthly deliveries will be credited on the Shipper's invoice in the amount of those imbalance Dth multiplied by the Tier 1 Cashout Credit Rate. For any additional over-receipt imbalances greater than five percent (5.0%) of the Shipper's monthly deliveries, the Shipper's invoice also will be credited the amount of the imbalance Dth greater than five percent (5.0%) multiplied by the Tier 2 Cashout Credit Rate.

Tier	Positive Imbalance as a Percentage of Deliveries	Over-Receipt Cashout Credit Rate Percentage of Index *
1	0% to 5.0%	100%
2	Greater than 5.0%	75%

\* The lesser of the mean of the lowest of the Cash Out Index Price (lowest of the Daily Price Survey, Midpoint Price (Flow Date) as published by Platts' Gas Daily for the "Spot Gas Prices Delivered to Pipelines" relative to CIG Rockies, NW S of Green River, El Paso San Juan, Questar Rockies), for the period of time starting with the first day of the month that the imbalance was incurred and ending with the ninth (9th) Business Day of the second month following the month the imbalance was incurred (or a superseding index if the publication is revised).

2. Company may waive such cashout charge in a not unduly discriminatory manner for good cause.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

BALANCING (Continued)

UNDER-RECEIPTS

An under-receipt imbalance occurs when the Dth received into the Company's system (net of Fuel Reimbursement) on behalf of the Shipper is less than the Shipper's Dth of deliveries at designated location(s). Imbalances will be determined at the end of each month by subtracting deliveries from receipts (net of Fuel Reimbursement). The imbalance percentage will then be determined by dividing the absolute value of the imbalance by the monthly deliveries.

CASHOUT OF UNDER-RECEIPT IMBALANCES

1. A Shipper's under-receipt imbalance less than or equal to five percent (5.0%) of the Shipper's monthly deliveries will be charged on the Shipper's invoice in the amount of those imbalance Dth multiplied by the Tier 1 Cashout Charge Rate. For any additional under-receipt imbalances greater than five percent (5.0%) of the Shipper's monthly deliveries, the Shipper's invoice will be charged the amount of the imbalance Dth greater than five percent (5.0%) multiplied by the Tier 2 Cashout Charge Rate.

Tier	Imbalance as a Percentage of Deliveries	Under-Receipt Cashout Charge Rate Percentage of Index *
1	0% to 5.0%	100%
2	Greater than 5.0%	125%

\* The greater of the mean of the highest of the Cash Out Index Price (highest of the Daily Price Survey, Midpoint Price (Flow Date) as published by Platts' Gas Daily for the "Spot Gas Prices Delivered to Pipelines" relative to CIG Rockies, NW S of Green River, El Paso San Juan, Questar Rockies) for the period of time starting with the first day of the month that the imbalance was incurred and ending with the ninth (9th) Business Day of the second month following the month the imbalance was incurred (or a superseding index if the publication is revised) plus the maximum rate for interruptible transportation service, including associated surcharges, under the applicable upstream pipeline serving the Shipper (Rate Schedule TI-1 of Colorado Interstate Gas Company's FERC Gas Tariff, Rate Schedule TI of Public Service Company of Colorado's ("PSCo") Commission Tariff, Rate Schedule IT of Tallgrass Interstate Gas Transmission's FERC Gas Tariff or Rate Schedule ITS of Rocky Mountain Natural Gas Company's Commission Tariff)

2. Company may waive such cashout charge in a not unduly discriminatory manner for good cause.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

BALANCING (Continued)

TERMINATION

Any imbalance remaining at the termination of a Transportation Service Agreement shall be credited or charged in the invoice for the month in which the imbalance occurred.

FORCE MAJEURE OCCURRENCE

In the event of a force majeure occurrence as defined in the General Terms and Conditions of Company's Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due hereunder.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

SCHEDULING OF RECEIPTS AND DELIVERIES

NOMINATIONS

If Shipper desires transportation service for gas on any day under this Rate Schedule and when required by Company, Shipper shall:

1. Submit a nomination by 12:00 p.m. Mountain Standard Time ("MST") before the beginning of the next gas day (a twenty-four [24] hour period starting at 8:00 a.m. MST the following day) on which Shipper desires transportation service, on a currently-effective transportation contract. Company shall have no obligation to provide gas transportation service for Shipper if Shipper's notice (nomination) hereunder is not timely.
2. Include in the nomination the complete set of information required by the Company's EBB.

The Company will administer the scheduling and nomination process necessary to transport gas on its own distribution facilities. The Company may require nominations of the daily volumes to be transported across its distribution system under circumstances necessary to preserve the operational integrity of its distribution system. If nominations are required, the Company will notify Shippers as soon as practical via the Company's interactive website, if available, otherwise by email or telephone. Shippers will be responsible for all nominations on upstream pipelines to ensure that the Shipper's aggregate daily estimates of usage are delivered. The Company's Fuel Reimbursement Quantity will be provided by the qualified Shippers.

GENERAL TERMS AND CONDITIONS  
FOR TRANSPORTATION SERVICE RATE SCHEDULE  
(Continued)

SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

DELIVERY OF GAS

It is the intention of Company to make daily delivery of Shipper's thermally equivalent volume received, less the Fuel Reimbursement Quantity and adjustments, if any, for prior imbalances. Due to variations in operating conditions, daily and monthly deliveries hereunder by Company may be greater or less than the corresponding receipts of gas hereunder less the applicable Fuel Reimbursement Quantity, and deliveries shall be adjusted accordingly. Notwithstanding the foregoing, Company shall have the right, but not the obligation, upon reasonable notice to Shipper to curtail receipts and/or deliveries via changes to confirmed nominations in order to correct any imbalances to the extent of Shipper's accrued imbalance during the most recent 30-day period if greater than ten percent (10%) of Shipper's nominations during the most recent thirty (30) day period.

TIMING OF NOMINATIONS

1. Shipper must submit nominations to Company by 12:00 p.m. (MST) via Company's interactive website or such other means as directed by Company one (1) Business day prior to the day of flow.
2. Company shall not be required to accept any gas tendered by Shipper's upstream pipeline transporter that: (a) does not conform to Shipper's currently effective nominations or (b) is not delivered to a mutually agreeable Receipt Point on the Company's system. Shipper is required to notify Company and, where possible, to provide copies of its daily and monthly nominations to its upstream pipeline transporter and the confirmed nomination received from the upstream pipeline transporter, within 24 hours of the delivery or receipt of such nominations. Company shall not be obligated to provide transportation service during an hourly, daily or monthly period in excess of the levels specified in the Service Agreement.

Content of Nominations. Shipper shall include in any nomination: 1) the daily quantity of Gas to be received by Company (including Shipper's transportation volumes); 2) daily overrun volumes, which may be nominated as separate transactions; 3) any daily volumes to satisfy past Imbalances; 4) the Fuel Reimbursement Quantity for volumes at each specified Receipt Point; 5) Receipt Points (primary and/or secondary); 6) the daily quantity to be delivered by Company at each specified Delivery Point (primary and/or secondary) on the desired Day; 7) Shipper-defined beginning and ending dates; and 8) upstream or downstream pipeline contract numbers if applicable. The total receipt nominations less the Fuel Reimbursement Quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.

GENERAL TERMS AND CONDITIONS  
FOR TRANSPORTATION SERVICE RATE SCHEDULE  
(Continued)

SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

DELEGATION

A Shipper may delegate to an Agent responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

1. Any designation of such Agent, shall be for a minimum term of 30 days and must start on the first day of a calendar month and must end on the last day of a calendar month. If no end date is specified in the Agency Agreement, then upon expiration of the minimum term, the Agency Agreement shall automatically renew for successive thirty (30) day periods, unless either party provides the other party with at least thirty (30) days written notice of its intent not to renew. Any change in such designation must be submitted in writing no less than thirty (30) days prior to the requested effective date as reflected on the Company's Form of Agency Agreement as contained in this Tariff so long as the effective date falls on the first calendar day of a month.
2. The Company may rely on communication from Shipper's designated Agent for all purposes. Communications by the Company to such designated Agent shall be deemed notice to Shipper.
3. Agents may administer multiple agreements as the designated Agent for one or more Shippers. However, such Agent shall separately administer and account for each such agreement to each Shipper as required from time to time by such Shipper.

GENERAL TERMS AND CONDITIONS  
FOR TRANSPORTATION SERVICE RATE SCHEDULE  
(Continued)

POSSESSION, TITLE AND WARRANTY OF GAS

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

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

Shipper hereby warrants that gas delivered to Company hereunder is free and clear of all liens, encumbrances, and claims whatsoever. Shipper agrees to indemnify and holds harmless Company against any loss or cost incurred by Company on account of such liens, encumbrances and claims whatsoever. Company warrants that at the time of delivery to End-User at the Point(s) of Delivery the gas so delivered hereunder shall be free and clear of all liens, encumbrances and claims whatsoever resulting from Company's possession or transportation of gas pursuant to these Gas Transportation Service Terms and Conditions. Company agrees to indemnify and hold harmless Shipper against any loss or cost incurred by Shipper on account of liens, encumbrances or claims resulting from any possession or distribution by Company.

PRESSURE

Company shall use due care and diligence to furnish gas hereunder at such uniform pressure as End-User may request but Company shall not be required to deliver at a pressure exceeding the normal operating pressure at Point of Delivery. End-User shall install, operate and maintain such pressure regulating devices as may be necessary or appropriate to regulate the pressure of the gas after its delivery to End-User.

Shipper shall tender gas at the Point(s) of Receipt at a pressure sufficient to enter Company's System. Except with the agreement of Company, Shipper shall not be permitted to tender the gas at any Point of Receipt at a pressure in excess of the pressure specified for that Point of Receipt as set forth in the applicable service agreement.



GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

LIMITATIONS ON OBLIGATIONS

FORCE MAJEURE

1. It is expressly agreed that Company shall not be liable on any account whatsoever to Shipper or End-User for any failure, interruption or diminution in delivery of gas hereunder or any act, omission or circumstance occasioned by or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, government agency, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with Company's natural gas supply, or, and without limitation by the foregoing, any other causes beyond reasonable control of Company. In every case, Company shall exercise diligence to remove any such interference with its delivery of gas and shall resume such delivery at the earliest practical time.
2. End-User shall not be liable to Company for any failure to receive natural gas hereunder when occasioned by, or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, government agency, or, and without limitation by the foregoing, any other causes beyond reasonable control of End-User. Any such cause or contingency exempting End-User from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Shipper of its obligation to pay demand charges or reservation charges or any other amounts owed in accordance with the provisions of the applicable rate schedule. However, Shipper's continuing payment obligation does not include the monthly administrative charge for any month in which no service was provided due to force majeure. In every case, End-User shall exercise diligence to remove any such interference with its receipt of gas and shall resume such receipt at the earliest practicable time.

GAS TRANSPORTATION SERVICE  
GENERAL TERMS AND CONDITIONS  
(Continued)

GOVERNMENTAL AUTHORITIES

Transportation Service under executed Transportation Service Agreements shall be implemented pursuant to Colorado Public Utilities Commission Gas Transportation Rules. The Service Agreement shall contain such additional language as specifically required by the Commission's application regulations.

The Company's provision of gas transportation service, and all of its rates, terms and conditions applicable under this tariff,, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.

CONVERSION TO SALES SERVICE

If an End-User receiving gas transportation service under this Transportation Rate Schedule elects to convert all, or a portion, of its service to Sales Service, the End-User will be subject to meeting the terms and conditions of the Sales Service Rate Schedule contained in this Tariff, wherein the Transportation End-User will be re-designated as a Sales Service Customer at the end of the term of the Transportation Service Agreement after having provided notice by April 7th as provided for in these Gas Transportation Service Terms and Conditions. The Customer must reapply for Transportation Service in the future should the Customer choose to convert the Sales Service portion of its service back to Transportation Service. The Company may charge such Customer fees equivalent to those charged a new Transportation Shipper. Further, the Company shall not be required to refund any monies paid by the Customer to the Company for equipment or construction associated with the terminated Sales Service or the conversion from Transportation Service to Sales Service or vice versa.

Provided, however, where the Shipper taking Transportation Service has elected an Agent for the purpose of limited-term, partial assignment of rights, obligations and quantities of upstream capacity on Rocky Mountain Natural Gas LLC's Firm Transportation Service (Rate Schedule FTS), No-Notice Storage Service (Rate Schedule NNS), as applicable, and Interruptible Automatic Park and Load-Following Service (Rate Schedule APAL), and Agent's agreement associated with such capacity is terminated due to the breach in any way of the upstream Limited-term Partial Assignment by the Agent, Black Hills Colorado Gas, Inc. shall promptly inform all affected Black Hills Colorado Gas, Inc. End-Users that they will not be entitled to continued Transportation Service until the End-User elects to perform Agent's obligations under the limited term Partial Assignment, including making full and complete payment to Black Hills Colorado Gas, Inc. for End-User's share of charges paid by Black Hills Colorado Gas, Inc. due to the failure of payment by Agent to Rocky Mountain. Subsequent to End-User's adequate performance, End-User may elect to (a) become the upstream limited-term Partial Assignee for the Capacity benefitting the End-User, or (b) designate a new Agent. Otherwise, the End-User shall revert to Black Hills Colorado Gas, Inc. Sales Service until the next June 1.

FORM OF  
REQUEST FOR TRANSPORTATION SERVICE  
Page 1 of 1

CUSTOMER INFORMATION

Date: \_\_\_\_\_  
Complete Legal Name of Customer: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Address: \_\_\_\_\_ For Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
  
For Notices:  
Contact Name: \_\_\_\_\_ Alternate Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

Customer Service Type:

Existing Service (Check one):

- ☐ Residential
- ☐ Small Commercial
- ☐ Large Commercial
- ☐ Seasonal
- ☐ None

Requested Service (Check One):

- ☐ Residential Transportation Service
- ☐ Small Commercial Transportation Service
- ☐ Large Commercial Transportation Service
- ☐ Seasonal Transportation Service
- ☐ Irrigation and/or Crop Drying Transportation Service

Requested Date of Transportation Service to Begin: \_\_\_\_\_

For Customers in the Company's Western Slope Gas Cost Adjustment Region, submittal of this Request affirms approval of Customer for Rocky Mountain Natural Gas LLC to obtain any and all necessary customer records from Black Hills Colorado Gas, Inc. for provision of transportation service on Rocky Mountain Natural Gas LLC.

Submitted by:

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

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

Date: \_\_\_\_\_

FORM OF TRANSPORTATION AGREEMENT

Page 1 of 2

END-USER INFORMATION

Contract Number: \_\_\_\_\_

Date: \_\_\_\_\_

Complete Legal Name of End-User: \_\_\_\_\_ ("End-User")

End-User State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_ For Billing: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

For Notices:

Contact Name: \_\_\_\_\_ Alternate Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Alternate Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Customer Service Type:

Requested Service (Check One):

- ☐ Residential Transportation Service
- ☐ Small Commercial Transportation Service
- ☐ Large Commercial Transportation Service
- ☐ Seasonal Transportation Service
- ☐ Irrigation and/or Crop Drying Transportation Service

Primary Term: \_\_\_\_\_

Agreement Renewal Term: ☐ Annually  
☐ Other: \_\_\_\_\_

FORM OF TRANSPORTATION AGREEMENT

Page 2 of 2

Additional information concerning the End-User Receipt Point(s) and Delivery Point(s) is set forth in Appendix A to this Agreement and incorporated by reference.

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

End-User hereby acknowledges and accepts all risks, conditions and requirements associated with Transportation Service.

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of End-User represents and warrants that he or she is an officer of the End-User or otherwise possesses the requisite authority to do so and thereby bind the End-User to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

**Transporter:** Black Hills Colorado Gas, Inc.

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

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

Date: \_\_\_\_\_

**End-User:** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

FORM OF TRANSPORTATION AGREEMENT  
APPENDIX A

(To be completed for End-Users not located in the Western Slope Gas Cost Adjustment Region)

End-User Receipt Point Information:

Receipt Point (TBS)	MDDQ/MDRQ

End-User Delivery Point Information:

Facility Name	Service Address/Legal Location	Service Point ID#

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

Effective Date: \_\_\_\_\_

**Transporter:** Black Hills Colorado Gas, Inc.

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

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

Date: \_\_\_\_\_

**End-User:** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

FORM OF CREDIT APPLICATION  
BLACK HILLS COLORADO GAS, INC

**Section 1 --General Information**

Shipper Name \_\_\_\_\_  
Shipper Address \_\_\_\_\_  
DUNS# \_\_\_\_ - \_\_\_\_ - \_\_\_\_ FEIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_  
Business Entity: \_\_ "S" Corporation \_\_ "C" Corporation \_\_ Partnership \_\_  
Other FAX No. (\_\_\_\_) \_\_\_\_\_  
Type of Business \_\_\_\_\_ Number of years in business \_\_\_\_\_

List parent corporation of Shipper (if Shipper is a subsidiary company) or general partners (if shipper is a partnership)  
\_\_\_\_\_

**Section 2 -- Standardized Credit Information**

Please provide the following information current as of the date of this Credit Application:

1. Shipper's long-term unsecured debt securities' ratings:  
Moody's Investor Service \_\_\_\_\_  
Standard and Poor's Corporation \_\_\_\_\_  
Not rated by Moody's or S&P \_\_\_\_\_
2. Please enclose current audited financial statements, annual reports, or other reports to regulatory agencies, or any reports from credit reporting agencies if such financial statements are not available on "EDGAR" or its home page on the World Wide Web.

**Section 3 -- Additional Financial Information and Documentation**

*Is Shipper:*

- |   |       |      |
|---|-------|------|
| - Operating under federal bankruptcy laws?  | __Yes | __No |
| - Subject to liquidation or debt reduction procedures under state laws?   | __Yes | __No |
| - Subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition? | __Yes | __No |
| - Subject to any collection lawsuits or outstanding judgments which would affect shippers ability to remain solvent?  | __Yes | __No |
| - Are there any overdue amounts owed Black Hills Energy?  | __Yes | __No |

FORM OF CREDIT APPLICATION  
BLACK HILLS COLORADO GAS, INC  
(Continued)

**Shipper's Bank Reference (or other financing source)**

Bank Name \_\_\_\_\_ Bank Account No. \_\_\_\_\_

Address \_\_\_\_\_

Loan Officer's Name \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Please provide anticipated commencement date for requested service: \_\_\_\_\_

Estimated Monthly Charges for all services \$ \_\_\_\_\_

Incomplete applications will be declined.

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 Black Hills Colorado Gas, Inc. from any claim that such authority did not exist.

\_\_\_\_\_  
Shipper's Signature

\_\_\_\_\_  
Date

**Return this Credit Application and Supporting Financial Information to:**

**Black Hills Colorado Gas, Inc.**  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202  
Attention: Shipper Services  
Telephone: 800.232.1850  
Email: [bhuhgasscheduling@blackhillscorp.com](mailto:bhuhgasscheduling@blackhillscorp.com)



FORM OF AGREEMENT FOR  
LIMITED TERM PARTIAL ASSIGNMENT  
OF TRANSPORTATION SERVICE ON ROCKY MOUNTAIN NATURAL GAS LLC

AGREEMENT #: \_\_\_\_\_ ("Agreement")      Dated: \_\_\_\_\_

This Agreement is between Black Hills Colorado Gas, Inc., a Delaware Limited Liability Company ("Black Hills Energy"); and \_\_\_\_\_, a \_\_\_\_\_ as "Shipper," as such term is defined in Rocky Mountain Natural Gas LLC's ("Rocky Mountain") Tariff for Natural Gas Service, and as "Agent," as such term is defined in the Black Hills Energy's Schedule of Rates for Natural Gas Service (respectively, the "Rocky Mountain Tariff" and the "Black Hills Energy Tariff"; collectively, the "Tariffs"), as the same Tariffs may be amended or superseded from time-to-time. Black Hills Energy and Shipper are collectively referred to as the "Parties."

**1. LIMITED TERM PARTIAL ASSIGNMENT OF ROCKY MOUNTAIN CAPACITY RIGHTS AND OBLIGATIONS:**

Black Hills Energy, for the limited term indicated by the term provision of this Agreement, hereby partially assigns to Shipper certain rights, obligations and quantities of capacity under the following agreements between Black Hills Energy and Rocky Mountain:

Firm Transportation Service Agreement: \_\_\_\_\_

No-Notice Storage Agreement: \_\_\_\_\_

Automatic Parking and Lending Agreement: \_\_\_\_\_

This partial assignment is made pursuant to Black Hills Energy's End-Use Transportation Service Program. Exhibit A to this Agreement serves to satisfy both the Shipper's Request for Service as provided for in the Rocky Mountain Tariff and the informational Exhibit of this Agreement. Black Hills Energy is only assigning the rights, obligations and quantities of capacity related to Rocky Mountain's Firm Transportation Service (Rate Schedules FTS), No-Notice Storage Service (Rate Schedule NNS), as applicable, and Interruptible Automatic Park and Loan Load-Following Service (Rate Schedule APAL) as are set forth in the Attachment to Exhibit A of this Agreement ("Partially Assigned Capacity"). The Partially Assigned Capacity shall be determined by Black Hills Energy pursuant to the Tariff. The total amount of Partially Assigned Capacity shall be equal to the total capacity requirements of all End-Users on the Black Hills Energy system that have selected Shipper as its Agent for upstream capacity and that have entered into a Transportation Agreement, as such terms are defined in the Black Hills Energy Tariff. The total amount of such Partially Assigned Capacity shall be equal to the total capacity requirements of all such End-Users as described in the Completed Attachments, as the same may be updated at the beginning of any Renewal Term or pursuant to Section 5 of this Agreement.

FORM OF AGREEMENT FOR  
LIMITED TERM PARTIAL ASSIGNMENT  
OF TRANSPORTATION SERVICE ON ROCKY MOUNTAIN NATURAL GAS LLC  
(Continued)

Shipper agrees to be bound by the terms and conditions in the Tariffs and the rules and regulations set forth by the Commission, including provisions related to billing and payment, as these may from time-to-time be amended, and shall assume and perform without limitation all obligations and duties required by Black Hills Energy and Rocky Mountain arising thereunder as to the Partially Assigned Capacity. Shipper is deemed to have executed service agreements with Rocky Mountain for Rate Schedule FTS service, Rate Schedule NNS service, as applicable, and Rate Schedule APAL service. Additionally, Shipper is deemed to have executed a Master Market Center Service ("MCS") Agreement for Interruptible Market Center Services (Rate Schedule MCS), which Master MCS Agreement and an associated Transaction Request may be used to resolve imbalances caused by a prior period adjustment(s) as provided for in the Rocky Mountain Tariff.

The Partially Assigned Capacity may be recalled by Black Hills Energy at any time for any reason allowed by the Tariffs or the rules and regulations set forth by the Commission. When recalled, the Partially Assigned Capacity shall immediately revert to Black Hills Energy. If the recalled upstream Capacity is conveyed to a replacement Agent, Black Hills Energy may enter into a new or revised Limited-Term Partial Assignment with the replacement Agent.

**2. REPRESENTATION OF AUTHORITY TO ACT:**

Shipper represents and warrants that Shipper is authorized as Agent as defined in the Black Hills Energy Tariff to hold upstream Capacity for the benefit of and to allow delivery of gas supply to the Black Hills Energy End-Users whose upstream capacity is reflected on the Attachment to Exhibit A of this Agreement.

**3. BILLING AND PAYMENT:**

Rocky Mountain shall bill Shipper for services governed by the Rocky Mountain Tariff. Shipper shall be responsible for payment for charges assessed by Rocky Mountain related to the Partially Assigned Capacity.

**4. CREDIT:**

To establish credit and credit requirements, and except as required below, Shipper shall complete Exhibit B of this Agreement. Black Hills Energy and/or Rocky Mountain may at any time require Shipper to confirm the accuracy of the information on Exhibit B of this Agreement or to complete an updated version of Exhibit B of this Agreement. Failure to complete an updated Exhibit B which confirms Shipper's creditworthiness as determined by Black Hills Energy and Rocky Mountain may result in termination of this Agreement at Black Hills Energy's sole discretion.

FORM OF AGREEMENT FOR  
LIMITED TERM PARTIAL ASSIGNMENT  
OF TRANSPORTATION SERVICE ON ROCKY MOUNTAIN NATURAL GAS LLC  
(Continued)

**5. TERM:**

This Agreement shall be effective as of June 1, 20\_\_\_\_, for a 12-month period through May 31, 20\_\_\_\_, and consented to by Rocky Mountain, in which case this Agreement shall be effective as of \_\_\_\_\_, through May 31, 20\_\_\_\_ ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one-year periods each beginning on June 1 (each a "Renewal Term") unless Black Hills Colorado Gas, Inc. ("BH Colorado Gas") or Shipper provides the other party with written notice of intent not to renew at least 60 (sixty) days prior to the end of the then-current term. For each such Renewal Term, BH Colorado Gas, and Shipper shall complete a new Attachment to Exhibit A if any of the information on the Attachment to Exhibit A has changed, which attachment shall replace and supersede any previously effective attachments.

**6. TERMINATION:**

If Shipper fails to perform its obligations to Rocky Mountain or to Black Hills Energy under this Agreement, including maintenance of the credit requirements set forth on Exhibit B of this Agreement, Black Hills Energy may, at its sole discretion, terminate this Agreement, in whole or in part, in which case the Partially Assigned Capacity shall immediately revert to Black Hills Energy. In the event Black Hills Energy revokes any portion of the Partially Assigned Capacity or in the event Black Hills Energy or Rocky Mountain terminates any of the rights hereunder resulting from Shipper's breach of this Agreement and/or of the provisions of the Tariffs or the rules and regulations set forth by the Commission, including failure of Shipper to make payment to Rocky Mountain for firm capacity rights and related services, Black Hills Energy shall promptly inform all affected Black Hills Energy End-Users that they will not be entitled to continued Transportation Service until the End-User elects to perform Agent's obligations under this Agreement, including making full and complete payment to Black Hills Energy for End-User's share of charges paid by Black Hills Energy due to the failure of payment by Agent to Rocky Mountain. Subsequent to End-User's adequate performance, as determined by Black Hills Energy in its sole discretion, End-User may elect to (a) become the upstream limited-term Partial Assignee for the Capacity benefitting the End-User, or (b) designate a new Agent. Otherwise, the End-User shall revert to Black Hills Energy Sales Service until the next June 1. Black Hills Energy and Shipper may mutually agree, with Rocky Mountain's consent, to terminate this Agreement at any time, in which case such termination and consent shall be set forth in writing. If an End-User voluntarily elects to change Agents, then upon receipt of an executed Agency Agreement or notice of termination of agency, as applicable, Black Hills Energy shall provide Shipper with a revised Attachment to Exhibit A, which Attachment shall replace and supersede any previously effective Attachments to Exhibit A, and this Agreement shall otherwise continue in full force and effect. If Black Hills Energy or End-User terminates a Distribution Service Agreement, Black Hills Energy shall provide Shipper with a revised Attachment to Exhibit A, which Attachment shall replace and supersede any previously effective Attachments to Exhibit A, and this Agreement shall otherwise continue in full force and effect. In the event Shipper no longer has any effective Agency Agreements in place with End-Users to provide capacity, this Agreement shall terminate automatically, provided, however, that Shipper shall first provide Black Hills Energy with notice of such termination as soon as practicable.

FORM OF AGREEMENT FOR  
LIMITED TERM PARTIAL ASSIGNMENT  
OF TRANSPORTATION SERVICE ON ROCKY MOUNTAIN NATURAL GAS LLC  
(Continued)

**7. INDEMNIFICATION:**

Shipper shall release, protect, indemnify, and hold harmless Rocky Mountain and Black Hills Energy and all of their parent, subsidiary, and affiliated entities and all of their respective directors, officers, employees and agents (each an "Indemnified Party") from and against every kind or character of damages, losses, liabilities, expenses, demands, or claims (including reasonable attorneys' fees and court costs) (collectively "Losses"), to the extent the Losses arise from or relate to, directly or indirectly, the acts or omissions of Shipper, its agents, employees, or subcontractors in connection with the transactions contemplated by this Agreement, except to the extent any Losses are attributable to the negligence or willful misconduct of the Indemnified Party.

**8. THIRD PARTY BENEFICIARY:**

The Parties agree that Rocky Mountain, with its principal place of business located in Denver, Colorado, is an intended third party beneficiary of this Agreement. As such, Rocky Mountain may enforce Shipper's obligations to Rocky Mountain under this Agreement directly and without the need for any consent, assistance, or intervention of Black Hills Energy. If Shipper fails to perform its obligations to Rocky Mountain under this Agreement, including maintenance of the credit requirements set forth on Exhibit B of this Agreement, Rocky Mountain may, at its sole discretion, terminate this Agreement, in whole or in part, in which case the Partially Assigned Capacity shall immediately revert to Black Hills Energy. Unless otherwise expressly provided, no provision of this Agreement is intended or shall be construed to confer upon or give to any person or entity other than Black Hills Energy, Shipper, and Rocky Mountain any rights, remedies, or other benefits under or by reason of this Agreement.

**9. MISCELLANEOUS:**

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of the Tariffs on file with the Commission or other duly constituted authorities having jurisdiction, as the same may be amended or superseded. The Tariffs are by this reference made a part hereof.

No waiver by either Party to this 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.

FORM OF AGREEMENT FOR  
LIMITED TERM PARTIAL ASSIGNMENT  
OF TRANSPORTATION SERVICE ON ROCKY MOUNTAIN NATURAL GAS LLC  
(Continued)

As required by Commission regulation, this Agreement contains the following provisions:

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

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

To the extent that the Rate Schedules or the General Terms and Conditions of the Tariffs are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall govern.

This Agreement shall be deemed to have been made and accepted in City and County of Denver, Colorado, and the laws of Colorado, without regard to the Colorado conflicts of law provisions, shall govern any interpretations or constructions of this Agreement.

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of Shipper or otherwise possesses the requisite authority to do so, and is duly authorized to sign this Agreement on behalf of Shipper, and thereby bind Shipper to this Agreement, and agrees to indemnify and hold harmless Rocky Mountain and Black Hills Energy from any Losses in the event that such authority did not exist.**

**AGREED TO BY:**

Black Hills Colorado Gas, Inc.  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

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

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

**CONSENTED TO BY:**

Rocky Mountain Natural Gas LLC  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

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

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

**Shipper:**

Shipper's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

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

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

EXHIBIT A  
FORM OF REQUEST FOR TRANSPORTATION SERVICE  
ON ROCKY MOUNTAIN NATURAL GAS LLC  
RELATED TO LIMITED-TERM PARTIAL ASSIGNMENT

Today's Date: \_\_\_\_\_

I. SHIPPER INFORMATION

Date: \_\_\_\_\_

Complete Legal Name of Shipper: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

For Notices:

Contact Name: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Alternate Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Alternate E-Mail: \_\_\_\_\_

Requested date of first service, if applicable: \_\_\_\_\_

Requested Credit Limit(s), if applicable: \_\_\_\_\_

Shipper has completed request for credit (Exhibit B – Credit Application):

☐ Yes

☐ No

Date \_\_\_\_\_

**Certification Statement:** Shipper has, or will have, at the time the Natural Gas is transported, title to the Natural Gas to be tendered to Rocky Mountain and Black Hills Energy or Shipper has, or will have, at the time the Natural Gas is transported, a legal right to tender the Natural Gas to Rocky Mountain and Black Hills Energy.

☐ Yes

☐ No

ATTACHMENT: INFORMATION FOR ASSIGNMENT OF TRANSPORTATION SERVICE  
ON ROCKY MOUNTAIN NATURAL GAS LLC  
(TO BE COMPLETED BY BLACK HILLS ENERGY)

Today's Date: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Requested On-System Service:**

- ☐ Rate Schedule FTS, Rate Schedule NNS as applicable, and Rate Schedule APAL – Standard Rate Option
- ☐ Rate Schedule FTS, Rate Schedule NNS as applicable, and Rate Schedule APAL – Seasonal Rate Option

Service details to be provided in spreadsheet attachment with the following data elements:

**Firm Transportation Service**

**Receipt Point Capacity**

Primary Point of Receipt	Meter Number	Maximum Daily Receipt Quantity (MDRQ) Dth/d

**Delivery Point Capacity\***

Primary Point of Receipt	Meter Number	Maximum Daily Delivery Quantity (MDRQ) Dth/d

**Path Segment Capacity**

Segment Number	Upstream Segment Number	Flow Direction (F)orward Haul or (B)ack Haul	Maximum Daily Transportation Quantity (MDTQ) Dth/d

Total MDTQ Dth/d

**No-Notice Storage Service**

Storage Maximum Available	Maximum Daily Withdrawal Quantity (MDWQ) Dth/d	Maximum Daily Injection Quantity (MDIQ) Dth/d
Capacity (MAC) Dth		

Primary Storage Withdrawal Point	Meter Number	Primary Storage Injection Point	Meter Number

\*Rocky Mountain may make delivery point pools available to simplify the nomination and scheduling processes. Such delivery point pools will be posted on Rocky Mountain's EBB.

ATTACHMENT: INFORMATION FOR ASSIGNMENT OF TRANSPORTATION SERVICE  
ON ROCKY MOUNTAIN NATURAL GAS LLC  
(TO BE COMPLETED BY BLACK HILLS ENERGY)  
(Continued)

Shipper hereby acknowledges completeness and accuracy of this Attachment:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**The individual signing this Attachment on behalf of Shipper represents and warrants that he or she is an officer of Shipper or otherwise possesses the requisite authority to do so, and is duly authorized to sign this Attachment on behalf of Shipper, and thereby bind Shipper to this Attachment, and agrees to indemnify and hold harmless Rocky Mountain and Black Hills Energy from any Losses in the event that such authority did not exist.**

Admin. Contract Numbers:  
Rate Schedule FTS: \_\_\_\_\_  
Rate Schedule NNS (as applicable): \_\_\_\_\_  
Rate Schedule APAL: \_\_\_\_\_



**EXHIBIT B: FORM OF CREDIT APPLICATION TO  
ROCKY MOUNTAIN NATURAL GAS LLC AND BLACK HILLS COLORADO GAS, INC.**

**(TO BE COMPLETED BY SHIPPER)**

Today's Date: \_\_\_\_\_

**Section 1 --General Information**

Shipper Name \_\_\_\_\_

Shipper Address \_\_\_\_\_

DUNS# \_\_\_\_ - \_\_\_\_ - \_\_\_\_ FEIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Business Entity: \_\_ "S" Corporation \_\_ "C" Corporation \_\_ Partnership \_\_

Type of Business \_\_\_\_\_ Number of years in business \_\_\_\_\_

State of Incorporation \_\_\_\_\_

List parent company of Shipper (if Shipper is a subsidiary company) or general partners (if Shipper is a partnership) \_\_\_\_\_

Is parent company responsible for Shipper debt?

☐ Yes ☐ No

If yes, furnish documentation

**Section 2 -- Standardized Credit Information**

Please provide the following information current as of the date of this Credit Application:

1. Shipper's long-term unsecured debt securities' ratings:  
Moody's Investor Service \_\_\_\_\_  
Standard and Poor's Corporation \_\_\_\_\_  
Not rated by Moody's or S&P \_\_\_\_\_
2. Please enclose current audited financial statements (to include, at least two most recent years on an annual basis and three most recent monthly or quarterly statements), annual reports, or other reports to regulatory agencies, or any reports from credit reporting agencies. Please attach copies of Shipper's two most recent annual SEC Form 10-K, if applicable.

**EXHIBIT B: FORM OF CREDIT APPLICATION TO  
ROCKY MOUNTAIN NATURAL GAS LLC AND BLACK HILLS COLORADO GAS, INC.**

**(TO BE COMPLETED BY SHIPPER)**  
(Continued)

**Section 3 -- Additional Financial Information and Documentation**

*Is Shipper:* - Operating under federal bankruptcy laws? ☐ Yes ☐ No  
- Subject to liquidation or debt reduction procedures under state laws? ☐ Yes ☐ No  
- Subject to pending liquidation or regulatory proceedings in state or federal courts  
that could cause a substantial deterioration of Shipper's financial condition? ☐ Yes ☐ No  
- Subject to any collection lawsuits or outstanding judgments that would affect  
Shipper's ability to remain solvent? ☐ Yes ☐ No  
- Owning any overdue amounts to Black Hills Energy? ☐ Yes ☐ No  
- On a credit watch list of any credit rating agency? ☐ Yes ☐ No  
- Electing to prepay Reservation Service Charges? ☐ Yes ☐ No

Amount of Total Credit Requested: \_\_\_\_\_ Net Worth: \_\_\_\_\_

Shipper's Bank Reference (or other financing source)

Bank Name \_\_\_\_\_ Bank Account No. \_\_\_\_\_

Address \_\_\_\_\_

Loan Officer's Name \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Two business credit references:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Fax: \_\_\_\_\_

Account Type: \_\_\_\_\_

Account #: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Fax: \_\_\_\_\_

Account Type: \_\_\_\_\_

Account #: \_\_\_\_\_

Requested service(s): \_\_\_\_\_

Please provide anticipated commencement date for requested service: \_\_\_\_\_

Maximum credit limit requested by Shipper related to Imbalance Quantities: \$ \_\_\_\_\_

Shipper acknowledges that Rocky Mountain and Black Hills Energy may refuse to schedule quantities under a transportation or storage service agreement if Shipper has imbalance quantities that exceed the approved credit limit.

Incomplete applications shall be declined.

**EXHIBIT B: FORM OF CREDIT APPLICATION TO  
ROCKY MOUNTAIN NATURAL GAS LLC AND BLACK HILLS COLORADO GAS, INC.**

**(TO BE COMPLETED BY SHIPPER)**  
(Continued)

State law may forbid the disclosure of financial information by a firm without the written consent of its customer. By completing this Exhibit B and providing it to Black Hills Energy, Shipper has provided written consent of and authorizes the disclosure of financial information to and by all references listed on the Form of Credit Application to Rocky Mountain and Black Hills Energy. Shipper represents and warrants that Shipper carefully reviewed and completed this Exhibit B, that all information provided herein is complete and accurate, and that Shipper agrees to all terms and conditions set forth therein.

Shipper certifies that the information on this credit application is accurate and correct as of the date of the application. Once this application is submitted, it authorizes Rocky Mountain and Black Hills Energy to obtain or exchange any credit or financial information that may be requested with Shipper's credit references. Shipper has the obligation to inform Rocky Mountain and Black Hills Energy, through an updated version of this Exhibit B, of any material change in Shipper's credit quality. In addition, Black Hills Energy and/or Rocky Mountain may at any time require Shipper to confirm the accuracy of the information on this Exhibit B or to complete an updated version of this Exhibit B.

Information provided on this application shall be held in the strictest of confidence and shall be used only by Rocky Mountain and Black Hills Energy in making a credit evaluation.

DO NOT WRITE BELOW THIS LINE

Determination of Shipper's Credit Requirements: \_\_\_\_\_

FORM OF AGENCY AGREEMENT  
BLACK HILLS COLORADO GAS, INC.  
TRANSPORTATION SERVICE

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 managing gas transportation on Black Hills Colorado Gas, Inc. (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to the Primary Delivery Point(s) as shown in the Service Agreement(s).

Shipper authorizes Agent to act on its behalf in managing gas transportation on Company's system, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Shipper including submitting all nominations therefor, managing gas transportation Imbalances incurred on behalf of Shipper, receiving invoices from Company and paying all applicable charges for transportation service provided by Company to Shipper at the above Premise(s). For areas where Rocky Mountain Natural Gas LLC is the upstream provider, Shipper also authorizes Agent to hold upstream transportation services and storage capacity, as applicable, through a limited-term Partial Assignment of the upstream capacity whereby Agent will be the Shipper on the upstream Rocky Mountain Natural Gas LLC pipeline.

Agent and Shipper acknowledge that all service provided by Company is for the benefit of Shipper. Shipper and its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of the Company's Schedule of Rates for Natural Gas Service. In the event that Agent or Shipper fails to make timely payment for service provided by Company, or otherwise is in default under the provisions of Company's Schedule of Rates for Natural Gas Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Schedule of Rates for Natural Gas Service. 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 Company receives full and complete payment or satisfactory payment arrangements between Shipper and Company have been made as determined by Company. Shipper shall be solely liable for all payments due and owing to Company for all services provided by Company.

Black Hills Colorado Gas, Inc. shall provide consent to this Agency Agreement as is indicated by the signature(s) below.

As of the effective date specified below, Agent shall be authorized, in the following manner, to act on Shipper's behalf in managing Company's gas transportation services.

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 30 days ("Minimum Term"). This Agency Agreement must start on the first day of a calendar month and must end on the last day of a calendar month. If no end date is specified herein, then upon expiration of the Minimum Term, this Agency Agreement shall automatically renew for successive 30 day periods (each, a "Renewal Term"), unless either party provides the other party with at least thirty (30) days written notice of its intent not to renew.

This Agency Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FORM OF AGENCY AGREEMENT  
BLACK HILLS COLORADO GAS, INC.  
TRANSPORTATION SERVICE

Each individual signing this Agreement on behalf of Shipper and Agent represents and warrants that he or she is an officer of the Shipper or Agent, as applicable, or otherwise possesses the requisite authority to do so and thereby bind the Shipper or Agent, as applicable, to this Agreement, and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Agent)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

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

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

**CONSENTED TO BY:**

Black Hills Colorado Gas, Inc.  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

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

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

FORM OF BINDING ELECTION  
BLACK HILLS COLORADO GAS, INC.  
TRANSPORTATION SERVICE

The undersigned, by and behalf of \_\_\_\_\_ (Shipper), having a mailing address of \_\_\_\_\_, and a Transportation Agreement number(s) of \_\_\_\_\_, hereby provides its binding election to take transportation service or to allow its Agent to take such upstream transportation service on its behalf using the designated contract entitlements for the period of June 1 of the same year through May 31 of the following year.

This binding election is made and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**The individual signing this Binding Election 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 Binding Election, and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.**

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)