

TARIFF PSC WYOMING NO. 1

including
Schedule of Rates for Natural Gas Service
And
Rules and Regulations

OF

BLACK HILLS ENERGY,
a Division of Cheyenne Light, Fuel and Power Company

1301 West 24th Street

CHEYENNE, WYOMING 82001

Filed with the

WYOMING PUBLIC SERVICE COMMISSION

Contact Person Familiar with this Tariff:

Steve Jurek, Vice President, Regulatory

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

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**SCHEDULE OF RATES
FOR NATURAL GAS SERVICE
IN THE ENTIRE TERRITORY SERVED BY
BLACK HILLS ENERGY.**

GENERAL STATEMENT REGARDING RATE AVAILABILITY

Rates for service are available within all territory supplied with natural gas service by Black Hills Energy. (hereinafter "Black Hills Energy" or "the Company") unless otherwise provided in the individual rate schedule.

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

The territory served by Company includes the points of delivery in the portions of the Counties of Crook, Weston, Campbell, Johnson and Converse as authorized by the Wyoming Public Service Commission ("PSC" or "Commission").

Service under the rate schedules contained herein is subject to the terms and conditions set forth in the Company's Rules and Regulations of this Tariff PSC Wyoming No. 3, which by reference are made a part hereof. Any future modifications, additions or deletions to said Rules and Regulations shall, from and after their effective date, apply to service provided pursuant to these rate schedules.

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**NATURAL GAS RATES
RATE SCHEDULE TABLE OF RATES**

Rate Schedule	Sheet No.	Type of Charge	Billing Units	Total Rate
SG	8	SALES SERVICE:		
		<u>Small General Service</u>		
		Customer Charge	Month	\$ 5.96
		Delivery Charge	Dth	\$ 1.4577
		Gas Supply Charge	Dth	\$ 2.6352
LG	9	<u>Large General Service</u>		
		Customer Charge	Month	\$ 25.29
		Delivery Charge	Dth	\$ 1.0675
		Gas Supply Charge	Dth	\$ 2.6352
		TRANSPORTATION SERVICE:		
		<u>Firm Transportation Service:</u>		
SFT	11	<u>Small Firm Transportation Service</u>		
		Customer Charge	Month	\$178.57
		Demand Charge	Dth	\$ 3.2176
		Delivery Charge	Dth	\$ 0.1210
		Authorized Overrun Charge	Dth	\$ 0.7500
LFT		Large Firm Transportation Service		
		Demand Charge	Dth	\$ 2.75
		Delivery Charge	Dth	\$ 0.3316
		Authorized Overrun Charge	Dth	\$ 0.7500

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July 31, 2015

ISSUED BY:
Marne Jones, Director of Regulatory Services

EFFECTIVE DATE:
September 1, 2015

**BLACK HILLS ENERGY, a division of Cheyenne
Light, Fuel and Power Company**

Tariff PSC Wyoming No. 1
First Revised Sheet No. 5
Cancels Original Sheet No. 5

**NATURAL GAS RATES
GAS SUPPLY CHARGE TABLE OF RATES**

Rate Schedule	Sheet No.	Billing Units	Projected Gas Supply Cost	Deferred Gas Cost	Total Gas Supply Charge
SG	8	Dth	\$ 2.8809	\$(0.2457)	\$ 2.6352
LG	9	Dth	\$ 2.8809	\$(0.2457)	\$ 2.6352

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July 31, 2015

ISSUED BY:
Marne Jones, Director of Regulatory Services

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September 1, 2015

**NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET SCHEDULE OF
CHARGES FOR RENDERING SERVICE**

RATE

CUSTOMER SERVICE CHARGE: \$15.00

TERMS AND CONDITIONS

1. The charge shall be billed to all person(s) or entity(s) receiving gas at individual meters or delivering gas to delivery points ("Customers") applying for or transferring service under the applicable rate schedule in the first regular billing. A total of \$15.00 will be assessed per connection or transfer of gas services to be provided by the Company.
2. The Company shall make Customer connections during normal business hours defined as 8:00 A.M. to 5:00 P.M. Mountain Time ("MT"), Monday through Friday, excluding legal holidays. If the Company is required to make connection other than during normal business hours, appropriate overtime fees shall be assessed.

RECONNECTION

Reconnection of a service which has been disconnected for non-payment of Customer's utility account or for other violation of the Rules and Regulations contained herein.

During regularly scheduled working hours: \$25.00

TERMS AND CONDITIONS

1. For re-establishment of service as the result of disconnection for non-payment of a bill, the charge shall be paid in advance of Customer receiving gas from the Company.
2. The Company shall make Customer connections for non-payment of a bill during normal business hours defined as 8:00 A.M. to 5:00 P.M. MT, Monday through Friday, excluding legal holidays. If the Company is required to make connection other than during normal business hours, appropriate overtime fees shall be assessed.

NON-SUFFICIENT FUNDS CHARGE

To process a check from a Customer that is returned to the Company by the Bank as not payable \$30.00

To perform reconnection of service due to delinquent termination..... \$25.00

OTHER

To install an Excess Flow Valve for an eligible Customer \$45.00

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**NATURAL GAS RATES
RATE SCHEDULE SUMMATION SHEET
SCHEDULE OF CHARGES FOR RENDERING SERVICE (cont'd)**

PAYMENT

Net monthly bills for these service charges are due and payable ten (10) days from the date of the bill, and after that date the account becomes delinquent. A late payment charge of 1.5% on the current unpaid balance shall apply to delinquent accounts. If a bill is not paid, the Company shall have the right to suspend service, providing a ten (10) day written or other required notice of such suspension has been given. When service is suspended for nonpayment of a bill, a reconnection service charge will apply.

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**NATURAL GAS RATES
SMALL GENERAL SERVICE
SCHEDULE SG**

2.1.1 APPLICABILITY

Applicable within all territory serving Small General Service. Not applicable to resale service.

Small General Service is the furnishing of natural gas for the use of the individual Customer for domestic purposes and for small commercial enterprises. The maximum usage rate for Small General Service shall be equal to or less than 150 Dekatherms ("Dth") per month.

2.1.2 MONTHLY RATE

Customer shall pay to Company each month the sum of the charges set forth below.

- a. Customer Charge: The monthly Customer Charge shall be the number of Customer's meters multiplied by the Customer Charge applicable to Small General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- b. Delivery Charge: The monthly Delivery Charge shall be the quantity of natural gas in Dth delivered by Company to Customer at all of Customer's meters during the month multiplied by the Delivery Charge per Dth applicable to Small General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- c. Gas Supply Charge: The monthly Gas Supply Charge shall be the quantity of natural gas in Dth delivered by Company to Customer at all of Customer's meters during the month multiplied by the Gas Supply Charge per Dth applicable to Small General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.

The rates charged pursuant to this rate schedule are shown on the Rate Schedule Table of Rates, Sheet No. 4.

2.1.3 GAS SUPPLY CHARGE

This rate schedule is subject to the Gas Supply Charge provisions commencing on Sheet No. 16.

2.1.4 RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations contained herein and the following special conditions:

- a. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- b. For service provided for industrial or mechanized use, the point of delivery and location of meter shall be determined by the Company. Except in unusual situations, such point and meter location shall be at the Customer's property line nearest the Company's source of natural gas. All piping beyond the point of delivery shall be installed, owned and maintained by Customer.

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**NATURAL GAS RATES
LARGE GENERAL SERVICE
SCHEDULE LG**

2.2.1 APPLICABILITY

Applicable within all territory serving Large General Service. Not applicable to standby, auxiliary or resale service.

Large General Service is the furnishing of natural gas under this Large General Rate Schedule for large commercial services and industrial manufacturing or processing uses. Large General Service is subject to the prior rights to available gas of Small General Service Customers. The minimum usage rate for Large General Service shall be greater than 150 Dth per month, unless otherwise specifically agreed to between Company and Customer.

2.2.2 MONTHLY RATE - LARGE GENERAL SERVICE CHARGES

Customer shall pay to Company each month the sum of the charges set forth below.

- a. Customer Charge: The monthly Customer Charge shall be the number of Customer's meters multiplied by the Customer Charge applicable to Large General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- b. Delivery Charge: The monthly Delivery Charge shall be the quantity of natural gas in Dth delivered by Company to Customer at all of Customer's meters during the month multiplied by the Delivery Charge per Dth applicable to Large General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- c. Gas Supply Charge: The monthly Gas Supply Charge shall be the quantity of natural gas in Dth delivered by Company to Customer at all of Customer's meters during the month multiplied by the Gas Supply Charge per Dth applicable to Large General Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.

2.2.3 MONTHLY MINIMUM CHARGES

The Monthly Minimum for a Customer shall be the Customer Charge. In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of sales service being rendered to Customer by Company, these charges will be included in billings from Company to Customer.

2.2.4 GAS SUPPLY CHARGE

This rate schedule is subject to the Gas Supply Charge provisions commencing on Sheet No. 16.

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**NATURAL GAS RATES
LARGE GENERAL SERVICE
SCHEDULE LG (cont'd)**

2.2.5 CONVERSION TO TRANSPORTATION SERVICE

Should a Customer desire conversion to Firm Transportation Service under Rate Schedule SFT or LFT, Customer shall submit a Transportation Request Form, or if being served by a third party, shall notify Company of the third party through which such transportation to Customer will be provided and the third party shall submit a Transportation Request Form, to Company for the proposed Firm Transportation Service. The provisions of the applicable Firm Transportation Service Rate Schedule and Company's Rules and Regulations shall apply. All conversions from Sales Service to Firm Transportation Service shall be effective at the beginning of a Month. The Customer will be eligible to return to Sales Service hereunder one (1) year after its conversion to Company's Firm Transportation Service, in accordance with the Rules and Regulations of Company's Tariff.

2.2.6 RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules and Regulations contained herein and the following special conditions:

- a. Customer may be required to install an adequate pulsation chamber ahead of a gas engine.
- b. For service provided for industrial or mechanized use, the point of delivery and location of meter shall be determined by the Company. Except in unusual situations, such point and meter location shall be at the Customer's property line nearest the Company's source of natural gas. All piping beyond the point of delivery shall be installed, owned and maintained by Customer.

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**NATURAL GAS RATES
FIRM TRANSPORTATION SERVICE
SCHEDULES SFT and LFT**

2.3.1 APPLICABILITY

Applicable to Shipper(s) having acquired by separate agreement, supplies of natural gas ("Shipper's Gas") and where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through Company's System pursuant to an executed Firm Gas Transportation Service Agreement ("Transportation Service Agreement"), in the form contained in PSC Wyoming Volume No. 3 Tariff ("Tariff"). Service provided hereunder shall be in accordance with the executed Transportation Service Agreement between Company and Shipper, and the requirements of the Firm Transportation Service provisions and the Rules and Regulations of Company's Tariff. The Firm Transportation Service provisions contained herein are applicable to Rate Schedules SFT and LFT. Firm Capacity reserved under these Rate Schedules SFT and LFT shall be designated for Receiving Party(s) at specific Delivery Point(s).

- a. Rate Schedule SFT - Small Firm Transportation Service. The total Maximum Daily Quantity for Small Firm Transportation Service, as set forth in Shipper's Exhibit B to the Transportation Service Agreement, shall be equal to or less than 10,000 Dth. Shippers transporting pursuant to a choice gas program may aggregate their Maximum Daily Quantity with the Maximum Daily Quantities of other Shippers transporting pursuant to that same choice gas program for purposes of determining the total Maximum Daily Quantity for Small Firm Transportation Service or Large Firm Transportation Service applicability.
- b. Rate Schedule LFT - Large Firm Transportation Service. The minimum total Maximum Daily Quantity for Large Firm Transportation Service, as set forth in Shipper's Exhibit B to the Transportation Service Agreement, shall be greater than 10,000 Dth. Shippers transporting pursuant to a choice gas program may aggregate their Maximum Daily Quantity with the Maximum Daily Quantities of other Shippers transporting pursuant to that same choice gas program for purposes of determining the total Maximum Daily Quantity for Small Firm Transportation Service or Large Firm Transportation Service applicability.

2.3.2 MONTHLY RATE - FIRM TRANSPORTATION SERVICE CHARGES

Shipper shall pay to Company each month the sum of the charges set forth below as such charges are designated to be applicable to the Firm Transportation Service rendered by Company for Shipper under the executed Transportation Service Agreement. Shippers transporting pursuant to Rate Schedule SFT will be charged in accordance with the Rate Schedule SFT charges as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference. Shippers transporting pursuant to Rate Schedule LFT will be charged in accordance with the Rate Schedule LFT charges as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.

NATURAL GAS RATES

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**FIRM TRANSPORTATION SERVICE
SCHEDULES SFT and LFT (cont'd)**

- a. Customer Charge: The monthly Customer Charge shall be the number of Delivery Point(s) specified on Exhibit B to Shipper's executed Transportation Service Agreement multiplied by the Customer Charge applicable to the appropriate Firm Transportation Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- b. Demand Charge: The Demand Charge shall be the Maximum Daily Quantity for all Delivery Point(s) specified on Exhibit B to Shipper's executed Transportation Service Agreement multiplied by the Demand Charge rate per Dth applicable to the appropriate Firm Transportation Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.
- c. Delivery Charge: The Delivery Charge shall be the quantity of natural gas in Dth delivered by Company to Shipper or for Shipper's account at the Delivery Point(s) during the month multiplied by the Delivery Charge per Dth applicable to the appropriate Firm Transportation Service as set forth from time to time on the currently effective Sheet No. 4 of this Tariff, or superseding tariff, which sheet is incorporated herein by reference.

2.3.3 MONTHLY MINIMUM CHARGES

The Monthly Minimum shall be the sum of the monthly Customer Charge multiplied by the number of Delivery Point(s) specified on Exhibit B to Shipper's executed Transportation Service Agreement, plus the Firm Transportation Demand Charge multiplied by the Maximum Daily Quantity for all Delivery Point(s) specified on Exhibit B to Shipper's executed Transportation Service Agreement. In the event that Company is required to make any payments including but not limited to franchise fees or payments, sales taxes, occupancy taxes or the like, as a result of the transportation service being rendered to Shipper by Company, these charges will be included in billings from Company to Shipper.

2.3.4 FL&U REIMBURSEMENT

Shippers receiving Firm Transportation Service shall include additional gas for incremental Fuel, Loss and Unaccounted for ("FL&U") Reimbursement to the quantity of gas delivered to Company. Unless otherwise specified, the FL&U Reimbursement for Firm Transportation Service is 0.35%.

2.3.5 FIRM TRANSPORTATION SERVICE

Firm Transportation Service is offered for those Shippers desiring to reserve firm capacity in Company's System. Shippers desiring Firm Transportation Service are required to submit to Company a Transportation Service Request as outlined in Section 3.3.3 of the Tariff, which contains, among other information, the Maximum Daily Quantity for which Shipper desires Company to reserve firm capacity in its System, and the Rate Schedule (SFT or LFT) for which Shipper is requesting service.

NATURAL GAS RATES

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**FIRM TRANSPORTATION SERVICE
SCHEDULES SFT and LFT (cont'd)**

Black Hills Energy shall not be obligated to provide firm capacity requested by Shipper unless adequate firm capacity is available without the construction of additional facilities by Company. Black Hills Energy shall advise a Shipper requesting firm transportation under Rate Schedule(s) SFT and/or LFT pursuant to a Transportation Service Request if adequate firm capacity does not exist on any portion of Company's system for the service requested, and Shipper and Company shall cooperate in devising a transportation service which utilizes the available firm capacity, if any, existing on Company's system. Available firm capacity shall be Allocated by Company as determined by Company pursuant to Section 3.3.5 of the Tariff Rules and Regulations and Firm Transportation Service hereunder shall be provided in accordance with such Allocation.

Firm Transportation Service shall commence upon the effective date of the Transportation Service Agreement, and will be subject to the Supply Curtailment and Capacity Interruption sections of the Tariff Rules and Regulations.

2.3.6 MAXIMUM DAILY QUANTITY

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

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

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

Shipper shall submit to Company the relevant sections of the Transportation Service Request form, including the Changes to Initial Request or Transportation Service Agreement section of the form, any time Shipper desires to make changes to its Transportation Service Agreement. The completed request will either be approved or denied by Company within thirty (30) days of receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the request acceptable.

For requests to add, change or modify capacity at the Delivery Point(s), if accepted by Company, Exhibit B to Shipper's Transportation Service Agreement will be amended to reflect the change in the Delivery Point(s), including the related Maximum Daily Quantity. Firm Transportation Service at the revised Delivery

NATURAL GAS RATES

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**FIRM TRANSPORTATION SERVICE
SCHEDULES SFT and LFT (cont'd)**

Point(s) will commence upon the effective date of the amended Exhibit B to the Transportation Service Agreement, subject to the Supply Curtailment and Overrun Interruption sections of the Tariff Rules and Regulations. The Maximum Daily Quantity will be specified in the Transportation Service Agreement and the rate for Firm Transportation Service will be as specified on the currently effective Sheet No. 4 of this Tariff.

If a Delivery Point is removed from Exhibit B to the Transportation Service Agreement pursuant to the procedures defined above, and Shipper subsequently requests the addition of that same Delivery Point within a period of twelve (12) months from the effective date of the amended Exhibit B removing such Delivery Point, Shipper shall, upon Company approval of Shipper's request to add the Delivery Point, pay the applicable Firm Transportation Service Demand Charge for the Maximum Daily Quantity associated with that Delivery Point from the effective date of the Exhibit B removing the Delivery Point until the effective date of the amended Exhibit B reflecting the subsequent addition of the Delivery Point. Company will send an invoice to Shipper within thirty (30) days after the approval of the request. Payment shall be in accordance with the Payment section of the Tariff Rules and Regulations.

2.3.7 AUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Shipper desires Company to transport Shipper's Gas in excess of the Maximum Daily Quantity, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company determines it has sufficient capacity to receive, transport and deliver such quantities, the scheduling of such Authorized Overrun Transportation Service does not affect those Shippers with superior priority of service rights, and provided Company receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Tariff Rules and Regulations. Authorized Overrun Transportation Service will be provided at the applicable Authorized Overrun Charge stated on the currently effective Sheet No. 4 of this Tariff.

2.3.8 CONTRACT PERIOD

Firm Transportation Service shall commence upon the effective date of the Transportation Service Agreement for a primary term of one (1) year, and shall continue from year to year thereafter until canceled by either party with one-hundred and twenty (120) days written notice prior to the end of the contract period.

2.3.9 CONVERSION TO SALES SERVICE

Should a Receiving Party desire conversion from Firm Transportation Service to sales under Rate Schedule SG or LG, such conversion shall be contingent upon Company's determination that supply is available for sale to Receiving Party. In addition, all costs incurred by Company relating to any specific facility charges specified in the Transportation Service Agreement shall become immediately due and

NATURAL GAS RATES

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**FIRM TRANSPORTATION SERVICE
SCHEDULES SFT and LFT (cont'd)**

payable to Company. All conversions from Firm Transportation Service to Sales Service shall be effective at the beginning of a Month. The Receiving Party will be eligible to return to Firm Transportation Service hereunder one (1) year after its conversion to Company's Sales Service, through submission of a Transportation Service Request in accordance with the Tariff Rules and Regulations.

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**NATURAL GAS RATES
GAS SUPPLY CHARGE**

2.4.1 APPLICABILITY

All Sales Service rate schedules for natural gas service are subject to a Gas Supply Charge (GSC), to reflect the total delivered cost of gas purchased from Company's suppliers. Pursuant to Sections 249 and 250 of the General Regulations of the Wyoming Public Service Commission, the Company will file proposed rate adjustments to reflect cost changes to the GSC. The GSC rate will be uniformly applied to all applicable rate classes with usage effective September 1 of each year, or as requested in its application or as otherwise approved by the Commission. If the change to Sales Service Customers' GSC rate is no more than fifteen cents above nor less than fifteen cents below (+/- \$0.15) the existing GSC rate, Black Hills Energy may elect to request no change in the GSC rate. The GSC for all applicable rate schedules is as set forth on Sheet Nos. 4 and 5, and will be added to the Company's Delivery Charge for billing purposes.

2.4.2 DEFINITIONS

Commodity Balancing Account (CBA). An account which accumulates the difference between Recovered Gas Cost and Actual Gas Cost. The CBA will be determined monthly by subtracting Recovered Gas Cost from Actual Gas Cost with the result, positive or negative, added to the CBA on a monthly basis. If the CBA reflects an amount due to Customers, interest will be calculated by multiplying any current Month's credit ending balance of the CBA by the rate prescribed by the Commission pursuant to Section 241 of the General Regulations, then by the number of days in the Month as a percentage of 365 days. The interest will then be added (credited) to the over-collected balance on a monthly basis.

Current Gas Cost. A rate component of the GSC, calculated to the nearest one-tenth of a mill per dekatherm (\$0.0001/dTh), which is equal to the Projected Gas Cost divided by the expected sales volume, in Dth, during the GSC Effective Period.

For purposes of determining the expected sales volume for the GSC Effective Period, the Company will utilize the most recent twelve month period of final volumetric data available prior to the filing of the GSC rate adjustment application.

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

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**NATURAL GAS RATES
GAS SUPPLY CHARGE (cont'd)**

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

GSC Effective Period. A twelve (12) month period of time, beginning on September 1st of each year or such other duration and effective date as the Company may request in its application or other such period directed by the Commission. This rate shall remain in effect until a new rate is authorized in accordance with Commission rules.

Deferred Gas Cost. The rate component of the GSC, calculated to the nearest one-tenth of a mill per dekatherm (\$0.0001/dTh), designed to amortize the balance of the CBA over a twelve month period.

This rate component is equal to the balance of the CBA for the latest month end with final volumetric data available at the time of the computation being made under the provisions of this section, divided by the expected sales volume, in Dth, for the twelve month amortization beginning with the proposed effective date of the new GSC tariff and will be determined on an annual basis. The Company may adjust this rate component more frequently as needed.

For purposes of determining the expected sales volume for the GSC Effective Period, the Company will utilize the most recent twelve month period of final volumetric data available prior to the filing of the GSC rate adjustment application.

Recovered Gas Cost. The amount is calculated by multiplying the estimated monthly volume sold in Dth for the 12-month GSC Effective Period by the effective GSC rate.

Actual Gas Cost. Actual Gas Cost is calculated monthly and includes the prudently incurred cost of gas purchases, transmission (including demand, commodity and other related fees), storage, gathering, compression, balancing, treating, processing, storage, and like services performed by others for the purpose of effectuating delivery of gas commodity to the Company's natural gas facilities along with directly related applicable taxes, price hedging or forward contracting arrangements, and any other commodity related expenditures incurred by the Company in providing service to its Customers and specifically approved by the Commission for inclusion in the GSC.

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**NATURAL GAS RATES
GAS SUPPLY CHARGE (cont'd)**

2.4.3 DETERMINATION OF GAS SUPPLY CHARGE

For the purpose of computing the GSC rate, the following formula will be used:

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

C = Current Gas Cost

D = Deferred Gas Cost

I = Incentive Adjustment

The revised GSC will replace the previous GSC.

2.4.4 TREATMENT OF PIPELINE REFUNDS AND INCENTIVE ADJUSTMENT

If, as a result of any order of the Federal Energy Regulatory Commission (FERC) which becomes final and no longer subject to judicial review, the Company receives from any of its gas suppliers pipeline cash refunds, including any interest received thereon, applicable to the Company's sales under the rate schedules, the Company shall allocate the amount of such refunds to sales made under such rate schedules on the basis of the volumes of gas sold during the refund period. Application shall be made to the Public Service Commission of Wyoming for approval of a refund plan for the disposition of each pipeline refund received from a pipeline supplier including the interest received thereon.

The Company may file for an Incentive Adjustment in accordance with the provisions of Wyoming Statute (W.S.) §37-3-115. If the Company applies for an incentive adjustment, the application shall also include sufficient justification for retention of not more than ten percent (10%) of the pipeline supplier refund, pursuant to W.S. §37-3-115 as an incentive to secure lower pipeline rates before the various regulatory agencies.

2.4.5 INFORMATION TO BE FILED WITH THE PUBLIC SERVICE COMMISSION OF WYOMING

Each filing of a Gas Supply Charge revision will be accomplished by filing an application and will be accompanied by such supporting data and information required by the Commission and necessary to support the reasonableness of the costs and the requested rates.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
OF Black Hills Energy**

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL STATEMENT**

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

Service furnished by the Company is also subject to the Rules of the Public Service Commission of Wyoming. 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.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL RULES**

3.1.1 DEFINITION OF TERMS

Allocation(s). Unless otherwise agreed, allocations at the Company's Receipt Point(s) will be based on the lower of: (i) Nominations to Company or (ii) confirmed Nominations. The difference between Allocations, less FL&U Reimbursement at the Receipt Point(s), and daily measurement determinations at the Delivery Point(s) will be considered the Imbalance.

BTU. "Btu" or "BTU" shall mean one (1) British Thermal Unit (International Table), which is the amount of energy equivalent to 1055.056 Joule, as specified in Gas Processors Association Publication 2145-93 ("Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas") or subsequent amendments as may be adopted by Company. One BTU is the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at approximately sixty (60) degrees Fahrenheit. Reporting basis for Btu is standardized as 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C. and dry).

Business Day. Business Day shall mean Monday, Tuesday, Wednesday, Thursday, or Friday, excluding Company recognized holidays.

Capacity Interruption. The discontinuance of transportation service due to Company's inability to provide such service due to capacity constraints on the Company's System. The phrase "Capacity Interruption" shall have the same meaning as "Interruption."

Company. Black Hills Energy

Customer. Any person or entity receiving gas at individual meters or delivering gas to delivery points. A Customer may also be a Shipper.

Day. A period of 24 consecutive hours, beginning at 8:00 a.m. Mountain Time ("MT"), or such other consecutive 24-hour period designated by Company.

Dekatherm (Dth). The energy equivalent to 10 therms, or 1,000,000 Btus. One (1) therm is the equivalent to 100,000 Btus.

Delivery Point(s). The point(s) where Company delivers gas as specified in an Exhibit to the Transportation Service Agreement.

Firm Capacity. The aggregate total of the Maximum Daily Quantity for all Receipt or Delivery Point(s) under Shipper's Transportation Service Agreement, expressed in Dekatherms.

FL&U Reimbursement. A quantity of gas, equal to a percentage of the quantity of Shipper's Gas delivered to Company, to compensate Company for fuel, loss and unaccounted for gas volumes required for transportation service hereunder.

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Imbalance. The difference between the quantity of Shipper's Gas Allocated at the Receipt Point(s) less FL&U Reimbursement and the quantity of gas delivered at the Delivery Point(s) for Shipper's account as determined by Company.

Imbalance Resolution Gas. The quantity of gas necessary to correct previous months' cumulative Imbalance between Company and Shipper.

Interconnecting Party(s). As applicable and stated in this Tariff, (i) the operator of the facilities immediately upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, or wellhead Receipt Point(s), and/or (ii) the operator of the facilities immediately downstream of the points of interconnection between the facilities of the Company and the pipeline.

Maximum Daily Quantity (MDQ). The maximum quantity of natural gas as specified in Exhibit B of the Shipper's Transportation Service Agreement that Company will be required on a given Day to deliver to the applicable Delivery Point(s). For new Delivery Point(s), the Maximum Daily Quantity will be determined based upon projected delivery volumes provided by Shipper, subject to approval by Company.

MMBTU. One million Btu. For purposes of this tariff and associated Transportation Service Agreements, MMBtu and Dth are synonymous.

Month. The period beginning at 8:00 a.m. MT on any day of a calendar month and ending at 8:00 a.m. MT on the same day of the succeeding calendar month, or such other consecutive monthly period designated by Company.

Mountain Time (MT). Mountain Standard Time (MST) except for that period when daylight savings is in effect. During this period MT shall mean Mountain Daylight Time (MDT).

Natural Gas. Any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.

Nominations. The Quantity of gas supplies requested to be transported on the Company's System for a specific day. Nominations are to be adjusted to include FL&U Reimbursement and shall be made on a Dekatherm basis.

Primary Receipt Point(s). Receipt Point(s) specified in the Firm Gas Transportation Service Agreement as Primary Receipt Point(s) where Shipper is entitled to firm service on Company's System. Primary Receipt Point(s) will be identified on Exhibit A to the Transportation Service Agreement.

PSC or Commission. The Wyoming Public Service Commission or any successor agency of the State of Wyoming having jurisdiction over the rates and operations of Company.

PSIA. Pressure in pounds per square inch absolute.

PSIG. Pressure in pounds per square inch gauge.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL RULES (cont'd)**

Receipt Point(s). The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives gas for the account of Shipper for transportation on its System.

Receiving Party(s). The party or parties that may receive gas from Company at the Delivery Point(s) as specified on Exhibit B to the Shipper's Transportation Service Agreement.

Restricted Delivery Day. A Day when, because of Supply Curtailment or Capacity Interruption, deliveries of transported gas supplies to the Shipper are limited to the Nomination, or the quantity Allocated by the Interconnecting Party(s), whichever is lower for the particular Day.

Secondary Receipt Point(s). Receipt Point(s) which are not specified in the Transportation Service Agreement as Primary Receipt Point(s). Subject to prior approval of Company, Shipper may request, pending approval by Company, to shift firm capacity from Primary Receipt Point(s) to Secondary Receipt Point(s) for the period of time designated by Company. Shipper forfeits the equal amount of capacity at the Primary Receipt Point that was shifted from Primary Receipt Point to Secondary Receipt Point(s) for the period of time designated by Company.

Shipper. Any party who has executed a Transportation Service Agreement with Company. Shipper may or may not be the Receiving Party.

Supply Curtailment. The discontinuance of transportation as a result of the inability of Company to provide such service due to non-receipt of Shipper's Gas. The phrase "Supply Curtailment" shall have the same meaning as "Curtailment."

System. The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Company and utilized in providing transportation and sales service.

Transportation Service. Service provided pursuant to the Firm Transportation Service Rate Schedules SFT and LFT.

Transportation Service Request. A written request for transportation service submitted by any prospective Shipper as described in these Gas Transportation Rules and Regulations, the form of which to be provided by the Company.

Year. A period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning at 8:00 a.m. MT on any given day, or such other consecutive 365 days or consecutive 366 days if such period includes February 29 designated by Company.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL RULES (cont'd)**

3.1.2 APPLICATION FOR SERVICE

Application for Sales Service

An application for natural gas sales service may be made at any office of the Company. The Company may require any Applicant to sign a Service Contract before service is supplied. However, the use of natural gas sales service constitutes an agreement under which the user receives natural gas sales service and agrees to pay the Company therefore in accordance with the applicable rate schedules, rules and regulations. A separate agreement will be made for each class of service at each separate location.

Application for Transportation Service

Requests for Firm Transportation Service hereunder, including requests for changes to accepted requests or existing Transportation Service Agreements, shall be made by completing a Transportation Service Request, in the form described in Section 3.3.3 of this Tariff and provided by Company, and delivering such form to Company's Commercial Development Department. Company will consider all completed Transportation Service Requests in the order received. Company will keep a log of all Transportation Service Requests received at its offices, by the date and time Company receives a complete request for service under this Tariff.

3.1.3 MEASUREMENT OF SERVICE

Subject to any required cost reimbursement, Company will install, own, and maintain suitable metering necessary for measuring the natural gas supplied or transported. Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with Gas Measurement Committee Report No. 3 of the American Gas Association ("AGA"), as revised, amended or superseded from time to time ("Committee Report No. 3").

Each class of natural gas service will be metered and billed separately. All service to a Customer under one applicable rate schedule will be measured by a single meter installation and meter readings of one meter installation shall not be combined with meter readings of another meter installation for billing purposes, unless otherwise approved by Company.

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

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

3.1.4 PRIORITY OF SERVICE

The Capacity Interruption of gas deliveries in whole or in part under this Tariff shall not be the basis for claims for damages sustained by Shipper.

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GENERAL RULES (cont'd)**

Specific interruption of Sales and Transportation Service shall be made in the following order:

- a. Authorized Imbalance Resolution Gas under Rate Schedule SFT and LFT Firm Transportation Service Agreements, prorated based on confirmed Nominations for each Shipper;
- b. Authorized overrun deliveries in excess of the Maximum Daily Quantity under Rate Schedule SFT and LFT Firm Transportation Service Agreements, prorated based on confirmed Nominations for each Shipper;
- c. The portion of Rate Schedule SFT and LFT Firm Transportation at secondary points, prorated based on confirmed Nominations for each Shipper;
- d. The portion of Rate Schedule SFT Firm Transportation Service at primary points, prorated based on confirmed Nominations for each Shipper.
- e. Small General Service, Large General Service and the portion of Rate Schedule LFT Firm Transportation Service at primary points, prorated based on confirmed Nominations for each Shipper for Rate Schedule LFT Firm Transportation Service and the Day's forecasted delivered volumes for Small General Service and Large General Service.

Nothing in this provision shall limit Company's right to interrupt service as necessary in order to ensure system integrity or to reflect the operational characteristics of Company's System.

3.1.5 SHORTAGE OF NATURAL GAS SUPPLY

In case of emergency causing a shortage of supply, Company shall have the right to call a Restricted Delivery Day and, in accordance with Priority of Service to the extent Company is reasonably able to do so, grant preference to that service which, in its opinion, is most essential to the public welfare.

3.1.6 CHARGES FOR RENDERING SERVICE

Company provides certain gratuitous services which will not be charged to the Customer. Such gratuitous services are limited to the following:

- a. All emergency calls where permanent materials and facility replacement is not performed.
- b. Customer advice where work is referred to others and no work is performed and no estimates are made.
- c. Bill investigations.
- d. Customer service complaint investigations.
- e. Changing Customer's equipment due to changes in service characteristics.

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NATURAL GAS SERVICE
GENERAL RULES (cont'd)**

- f. Routine maintenance of Company facilities.
- g. Relight pilots and perform other services resulting from outages on the Company's system.

To compensate Company for the cost of processing bad checks, the Company will make a charge to any Customer whose check for payment to the Company is returned to the Company by the bank as not payable. Company shall charge any Customer to reconnect service when service has been terminated due to delinquency. The amount of these charges is stated on the tariff sheet entitled Schedule of Charges for Rendering Service.

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**RULES AND REGULATIONS
NATURAL GAS SALES SERVICE**

3.2 These Rules and Regulations apply to Sales Service in all territory served by the Company.

3.2.1 TEMPORARY OR INTERMITTENT SERVICE

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

3.2.2 SALES SERVICE DEPOSITS AND REFUNDS

The Customer, if requested by the Company, will deposit a sum not exceeding an average estimated ninety (90) day gas bill. Such deposit is not an advance payment or part payment of any bill for service, but is security for payment of bills for service, to be applied against unpaid gas bills only in the event service is discontinued.

Simple interest on such deposits at a rate of not less than that prescribed by Chapter 2, Section 241 of the General Regulations of the Public Service Commission of Wyoming ("Rule 241"), will be calculated for the period elapsed from date of deposit to date refunded, provided that such deposits will not draw interest after date on which Company notifies Customer that deposit will be refunded or after service is discontinued. Interest may be paid annually in accordance with Rule 241(g) or upon refund of deposit.

Deposits shall be refunded after a twelve (12) consecutive months period in which no more than two (2) delinquent written Notifications of Discontinuance of Service to the Customer has occurred. Deposits will be refunded when service is discontinued, or at any other time at the option of the Company. On discontinuance of service, the Company reserves the right to apply the Customer's deposit and any interest accrued thereon against unpaid bills for service, and only the remaining balance, if any, will be refunded.

If Customer requests that service be temporarily disconnected and Company retains deposit, the meter will be shown as on in the billing system and the Customer billed the minimum. Service will be discontinued if disconnected for over one year.

Where the Applicant for new service is in default of payment of bills for any service previously rendered to Applicant in the State of Wyoming, a settlement of the old account, or arrangement satisfactory to the Company for its settlement, will be required before any new service is rendered.

Applicants for Sales Service, including former Customers who have had a discontinuity in service shall be subject to the following deposit considerations:

- a. Applicants whose credit record is satisfactory in accordance with (d) below shall not be required to make any deposit.

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NATURAL GAS SALES SERVICE (cont'd)**

- b. Applicants whose credit record is not satisfactory in accordance with (d) below may be required to make a Customer deposit of an estimated ninety (90) day gas bill for service in advance of service being rendered.
- c. If a deposit is required pursuant to (b) above, a surety bond or irrevocable letter of credit from a financial institution in lieu of a deposit may be issued for an amount equal to the required deposit and be issued for a one (1) year period. In the event a Customer has not maintained a satisfactory payment record as described in the deposit refund provisions above, a surety bond or letter of irrevocable credit will be required beyond one (1) year until such time as a satisfactory credit record is maintained.
- d. Applicant's credit record shall be determined as satisfactory as follows:
 - i. An applicant who previously was a Customer of Company shall be considered as having a satisfactory credit record where said previous service was provided for a continuous period of at least ten (10) months within the last three (3) years, and applicant's service was not discontinued for delinquent payment during the last twelve (12) months of said service and applicant received no more than two (2) written Notices of Discontinuance during the last twelve (12) months of said service.
 - ii. An applicant who was not a Customer of the Company in accordance with the above shall be considered as having a satisfactory credit record if authorization is provided to the Company to obtain credit information through a national credit bureau of the applicant's credit record and said information reveals a satisfactory rating.
- e. The Company may accept a signed third-party guarantee in lieu of a deposit if the guarantor is an existing Customer of the Company and has a satisfactory credit history with the Company.
- f. An act of subterfuge shall result in the billing of a deposit, discontinuance of service or Applicant may be denied service. Subterfuge includes, but is not limited to, the use of a fictitious name by applicant for service to avoid paying prior indebtedness to Company.

3.2.3 MONTHLY BILLS FOR SALES SERVICE

Bills for gas Sales Service will be rendered on or before the fifth (5th) Business Day of each Month. For determination of the volumes to be billed each Month, Company will take regular readings of the meters at the Customer's premises, such readings to be taken as nearly as may be practicable every thirty (30) days. If the Company is unable to read a meter after reasonable effort, the Customer will be billed on an estimated usage based on the best available information.

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**RULES AND REGULATIONS
NATURAL GAS SALES SERVICE (cont'd)**

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

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

3.2.4 DISCONTINUANCE OF SALES SERVICE AT CUSTOMER'S REQUEST

A Customer wishing to discontinue Sales Service pursuant to Rate Schedule SG or LG should give at least three (3) business days notice to Company to that effect, unless otherwise specified in the rate or contract applicable, in order to allow time for final meter reading and disconnection of service. Where such notice is not received by the Company, the Customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a Customer from any minimum or guaranteed payment under any contract or applicable rate.

3.2.5 DISCONTINUANCE OF SALES SERVICE BY COMPANY

Discontinuance of Sales Service will be in accordance with Section 242 of the Commission's Procedural Rules.

Company may discontinue Sales Service pursuant to Rate Schedule SG or LG upon not less than seven (7) days' written notice to Customer, and to any Customer designated third party, of Company's intention to discontinue service:

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

Discontinuance of Sales Service in accordance with (a) above shall not occur until Company has made a reasonable effort to give notice of the proposed discontinuance in person to the Customer or a responsible member of Customer's household or to any designated third party or posted in the U.S. Mail to Customer.

Discontinuance of Sales Service in accordance with (a) above shall also not occur if Customer makes full payment of the outstanding bill(s), such payment to be made by cash or bona fide check to a Company representative or field employee unless Customer has twice previously tendered payment with check which was returned to the Company by

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NATURAL GAS SALES SERVICE (cont'd)**

the banking institution unpaid, and the second such check was returned within the most recent twelve (12) month period, in which cases payment by cash or certified check is required to avoid termination.

A Customer who receives a Notice of Discontinuance is entitled, at Customer's request, to a hearing in person before a managerial representative of the Company at a reasonable time and place within ten (10) days of the date of such notice.

Discontinuance of service shall only occur between 8:00 a.m. and 4:00 p.m. MT Monday through Thursday.

Pursuant to Section 242(h) of the Commission's Procedural Rules, the Company shall not disconnect service for bill nonpayment under the following conditions:

- a. on a legal holiday as defined by W.S. 8-4-101, or the day before such a legal holiday;
- b. during the period from December 24 through January 2, inclusive;
- c. on any day in which the utility cannot reconnect service;
- d. if the customer enters into an arrangement with the utility for payment of the delinquent billing over a reasonable time and the customer complies with payment arrangements. The utility shall make every effort to ensure that the payment arrangement is in writing;
- e. if there are monies owed due to meter or other billing error, and the customer complies with payment arrangements;
- f. if the utility has commenced providing service to a customer without obtaining a payment agreement for bill nonpayment at a customer's previous address, and the customer has paid the utility's bills on time at his new address;
- g. if a customer pays a bill on time for a specific service at a specific location, even though the customer is receiving another service that is subject to disconnection for bill nonpayment;
- h. for non-utility services or appliance or merchandise provided by, or sold by, the utility to a customer;
- i. if a customer is paying his bills on time, even though a prior customer of the utility, including a spouse who is delinquent, is cohabiting or living in the same house; or
- j. if a utility bill, or part of a bill, is legitimately in dispute, and if the customer duly pays the utility bill, or bill portion, not in dispute.

Company may discontinue Sales Service without notice:

- a. If the condition or installation of any part of the Customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.

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NATURAL GAS SALES SERVICE (cont'd)**

- b. Upon the receipt of a lawful request or order of a properly constituted authority applicable to Customer's gas service. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- c. If service is found to have been restored by someone other than Company and the original cause for the discontinuance has not been cured.

3.2.6 RESTORATION OF SERVICE

Service which has been terminated due to failure to pay or make arrangements for payment of bills for service rendered will be restored if Customer pays all applicable collection and/or reconnection charges as stated in Charges for Rendering Service.

Where service has been discontinued as set forth in these rules, Company shall restore such service within twenty-four (24) hours after elimination by Customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. Extenuating circumstances includes, but is not limited to, the requirement that the Customer or a responsible individual designated by the Customer be at the premises at the time of restoral.

3.2.7 REALLOCATION/RESALE OF NATURAL GAS

Natural gas Sales Service supplied by the Company is for the exclusive use of the Customer. A master-metered Customer may utilize a reasonable allocation procedure to determine a tenant's commodity usage for the purpose of reimbursing the master-metered Customer. Such a procedure shall constitute a reallocation and not a resale. The Company reserves the right to refuse to furnish natural gas Sales Service to any Customer where the purchase of such Sales Service is for the purpose of resale to Customer or to others. In the event natural gas is resold in conflict herewith, Company shall have the right, at its option, either to discontinue Sales Service to Customer, or to furnish Sales Service directly to the sub-Customer.

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**RULES AND REGULATIONS
NATURAL GAS SALES SERVICE (cont'd)**

3.2.8 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 Service Commission of Wyoming, 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 said diversion ceased.

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

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

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

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

3.2.9 HEATING VALUE

The Company shall maintain a minimum monthly average total heating value of the natural gas sold by the Company when tested under standard conditions as set forth above of not less than 968 BTU per cubic foot, and not more than 1200 BTU per cubic foot.

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**RULES AND REGULATIONS
NATURAL GAS TRANSPORTATION SERVICE**

3.3.1 GENERAL STATEMENT

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

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

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

3.3.2 SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGMENTS

Shipper acknowledges that all service provided to Shipper hereunder is for the benefit of Shipper, and in the event that Shipper fails to make timely payment for any service provided under this schedule, or is in violation of any rule or regulation of Company or the Public Service Commission of Wyoming, all service provided to Shipper and Receiving Party shall be subject to termination in accordance with Company's Tariff Rules and Regulations.

3.3.3 CONDITIONS OF NATURAL GAS TRANSPORTATION SERVICE

Pressure at Delivery Point(s). Unless otherwise agreed upon, Company shall cause the gas to be delivered at each Delivery Point at such pressures as may prevail from time to time in Company's System. Exhibit B to the Transportation Service Agreement sets forth the maximum pressure.

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

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

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Requests for Transportation Service.

- a. Shipper shall submit to Company a fully completed Transportation Service Request. The request will either be approved or denied by Company within thirty (30) days of the receipt thereof. If Company provides notice that additional facilities are required as a condition for approval, Company will specifically set forth the estimated cost of said facilities and any additional charges. The written notice of approval shall also set forth the cost, if applicable, of conversion from sales service. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the Transportation Service Request acceptable.
- b. All Transportation Service Requests shall be submitted in writing to Company in the form prescribed in these Natural Gas Transportation Rules and Regulations or a facsimile thereof.
- c. Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Unless otherwise agreed to by Company, Company will not accept requests for service commencing later than one hundred eighty (180) days after the information specified in the Transportation Service Request form is provided to Company. Requests shall be considered received only if the information specified in the Transportation Service Request form is provided.

The Transportation Service Request form shall contain the following information:

- a. Gas Quantities. The Maximum Daily Quantity applicable to each receipt and delivery point, and estimated total quantities to be received and transported over the delivery period shall be stated individually in Dth's for each point of receipt and each point of delivery. Requests for transportation with a total MDQ of less than fifty (50) Dth per day will not be accepted by Company.
- b. Receipt Point(s).
 - (1) The Primary, and Secondary if applicable, Point(s) of entry into Company's system; and
 - (2) The name of the pipeline, gatherer or other entity delivering the gas to Company's system.
- c. Delivery Point(s).
 - (1) The Primary, and Secondary if applicable, Point(s) of delivery by Company; and
 - (2) The name of the pipeline, local distribution company or other entity receiving the gas downstream of Company.

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- d. Term of Service. Date service is requested to commence.
- e. Transportation Service Requested. Shipper shall specify whether the service requested is Small Firm Transportation Service (SFT) or Large Firm Transportation Service (LFT).
- f. Performance. A signed statement from Shipper certifying that Shipper has title to the gas, or has a current contractual right to acquire title, to be delivered to Company for transportation and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of transportation service.
- g. Creditworthiness. A Shipper which has not demonstrated adequate creditworthiness through past transactions with Company or whose financial condition has changed since its last demonstration of creditworthiness shall, prior to the commencement of transportation or within seven days of a request from Company to demonstrate creditworthiness, provide information sufficient to demonstrate its creditworthiness to Company.
- (1) Evidence of creditworthiness may include the following, as applicable to Shipper:
- (i) a copy of Shipper's most recent audited financial statement;
 - (ii) a copy of Shipper's most recent annual report and 10-K form;
 - (iii) a list of affiliated companies, including Shipper's parent company, subsidiary companies, and other affiliated companies, if any;
 - (iv) bank or other credit references;
 - (v) additional credit information specifically requested by Company or submitted by Shipper to establish minimal credit worthiness of Shipper. Company will take all reasonable and necessary steps to protect the confidentiality of financial information submitted by Shipper.
- (2) If Shipper chooses not to supply the information in subsection (1), above, or after submitting such information is determined by Company not to be creditworthy, Shipper may receive or continue to receive service under this Tariff if Shipper supplies within seven (7) days of a request by Company and keeps in place a letter of credit or similar good and sufficient security against which Company may draw if Shipper fails to remit when due amounts owed for transportation service actually rendered. Such letter of credit or other similar assurance shall be sufficient to reimburse Company for three (3) months of transportation service to the Shipper at the Shipper's total Maximum Daily Quantity times the effective applicable maximum rate. Failure on Shipper's part to provide the

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security set forth herein will be deemed to be consent on the part of Shipper for Company to delete Shipper's request from its transportation request log or to take appropriate legal steps to cease rendering service as the circumstances warrant or require.

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

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

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

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

3.3.4 SHIPPER'S RESPONSIBILITY

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

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

Company shall have the right to interrupt service without prior notice to Shipper in the event actions by the Shipper threaten the integrity of Company's System or in the event that immediate or irreparable harm will be caused by Shipper's failure to comply with the terms of the applicable Rate Schedule or Transportation Service Agreement.

With respect to any Shipper that fails to comply with the terms of the applicable Rate Schedule and/or the terms of Shipper's Transportation Service Agreement, or if Shipper is or has become insolvent or who, at Company's request, fails within seven (7) days of a request from Company to demonstrate creditworthiness in the manner set forth in Section 3.3.3 (f) hereof, Company shall have in addition to any other rights hereunder or in the law the right, upon giving Shipper written notice of non-compliance with the terms of the applicable Rate Schedule or terms of Shipper's Transportation Service Agreement with Company, to take appropriate legal steps to suspend, terminate, or abandon service if Shipper fails to remedy said non-compliance within the period specified by Company, and Shipper shall be deemed by its failure to remedy non-compliance to have consented to such abandonment and termination of service.

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

3.3.5 NOMINATIONS

- a. Shipper shall nominate to Company daily quantity requirements requested to be transported through the Company's System. Except as otherwise provided herein, these quantities shall not exceed Shipper's Maximum Daily Quantity. These Nominations shall include deliveries to the Company at each Receipt Point and an allocation of Receipt Point quantities requested for delivery to each Delivery Point, less any applicable FL&U Reimbursement quantities. On any Restricted Delivery Day, Company will deliver those quantities nominated or the amount Allocated by the Interconnecting Party(s), whichever is lower.

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- b. Daily nominations will be accepted, scheduled and confirmed in the following order: 1) Firm Transportation Service at Primary Receipt Point(s); 2) Firm Transportation Service at Secondary Receipt Point(s); 3) Authorized Overrun Deliveries for Firm Transportation Service Agreements; and 4) Imbalance Resolution Gas. Nominations are subject to the approval of Company.
- c. Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made by submitting a Transportation Service Request form no less than fifteen (15) Business Days prior to the beginning of the month in which the change will be effective. Company shall grant such changes if capacity is available and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Receipt Point(s). In no event shall Shipper be entitled to more Transportation Service than is provided for under the Transportation Service Agreement.
- d. Nominations for service at Secondary Receipt Point(s) shall be made in accordance with Company's Nomination Procedures. On any day that sufficient uncommitted capacity is available on Company's system, Company may receive from Shipper, or for Shipper's account, quantities of natural gas tendered at Secondary Receipt Point(s). Company may be unable to confirm a Secondary Receipt Point nomination. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Transportation Service Agreement.
- e. All nominated quantities will be expressed in Dekatherms per day, and shall include FL&U Reimbursement.
- f. Shipper and Company will designate in writing their authorized personnel and alternates and their respective telephone numbers and electronic mail (e-mail) addresses to make and accept Nominations, including any future changes of such designation.
- g. Shipper shall provide Company separate Nominations for the purpose of scheduling Imbalance Resolution Gas. Authorized Imbalance Resolution Gas shall be the last nominated quantity confirmed by Company and the first gas interrupted by Company in the event of a Capacity Interruption or Supply Curtailment and subject to Authorized Overrun Charges.
- h. Failure of Shipper to provide daily Nominations to Company may result in transportation being curtailed, provided that Company will continue to provide transportation if Shipper, through communications with Company, cures such Nomination deficiencies in accordance with Company's Nomination Procedures and Nomination Confirmations below.
- i. Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by Shipper are correct.

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- j. In the event that Company determines that an emergency or other circumstances exist, Company may modify Nomination Procedures.
- k. Nominations will be accepted by Company in writing, in a format requested by Company, via electronic mail (e-mail) communication or other mutually agreeable form of written communication.

Nomination Procedures. Daily Nominations for the first day of the Month shall be tendered in writing in a format requested by Company and shall be received no later than 10:30 a.m. MT, two (2) Business Days before the first day of the succeeding month.

Nominations for days other than the first day of the Month or revisions to daily quantities and/or Interconnecting Party(s)' contract number(s) previously submitted shall be received in writing no later than 10:30 a.m. MT, one (1) Business Day before the date of the effective change.

Nomination Confirmations. Company will confirm or deny Nominations with the Interconnecting Party(s) no later one (1) Business Day prior to gas flow after 1:00 p.m. MT. Nominations made in accordance with the above procedures will not become effective until Company has confirmed the nominated receipts with the Interconnecting Party(s).

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

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

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

3.3.6 DETERMINATION OF QUANTITIES TRANSPORTED

Quantity determinations shall be done in accordance with Company's Rules and Regulations for Natural Gas Service, and quantities will be apportioned in gas Day increments. Determinations may be adjusted by Supply Curtailments or other restrictions. Any quantities not curtailed by Company which are transported in excess of confirmed Nominations or Allocations during any Restricted Delivery Day will be charged the Authorized Overrun Charge.

3.3.7 IMBALANCE PROVISION

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

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

Company shall determine the monthly Imbalance(s) attributable to each Transportation Service Agreement for each Shipper through the last day of the billing month. Imbalance Resolution Gas shall be deemed last through the meter in determining the amount of a Shipper's Imbalance. At Shipper's request, Company may net Imbalances arising under all of Shipper's Transportation Service Agreements for such month to determine one monthly Imbalance for the Shipper.

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

If, at the end of any month, the cumulative Imbalance for a Shipper is in excess of twenty-five percent (25%) of the total monthly quantities delivered, the Imbalance will be cashed out effective on the last day of such month to zero percent (0%) when the Shipper is billed by Company for the Month in which the Imbalance occurred. Shippers exceeding the twenty-five percent (25%) cumulative Imbalance threshold are prohibited from decreasing the amount of the Imbalance by nominating imbalance payback gas during the succeeding month.

If the Cumulative Imbalance exceeds five percent (5%) but is less than twenty-five percent (25%) of the total monthly quantities delivered at the end of any month, Shipper shall cure the cumulative Imbalance to zero percent (0%) of actual usage within the subsequent billing period. If at the end of the subsequent billing period, the cumulative Imbalance is greater than five percent (5%), then Shipper shall be cashed out effective on the last day of such month to zero percent (0%).

The term "cash out" or "cashed out" shall refer to the resolution of the cumulative Imbalance quantity by the procedures set forth herein pursuant to which a market index rate is multiplied by the cumulative Imbalance to determine an amount payable either to Company or Shipper to eliminate the cumulative Imbalance. If a Shipper's cumulative Imbalance remains at or above five percent (5%) by the end of the subsequent billing period, Shipper shall be subject to the following cash out provisions as to the entire remaining cumulative Imbalance.

- a. The Cash Out Index Price shall be the average of each Daily Mid Point Price for Colorado Interstate Gas Company (North System) as published by Gas Daily (Pasha Publications) for the month in which the cumulative Imbalance exceeded the five percent (5%) tolerance.
- b. Where the cumulative Imbalance represents volumes owed to Company, Shipper shall pay Company an amount equal to one hundred ten percent (110%) of the Cash Out Index Price times the cumulative Imbalance quantity.

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- c. Where the cumulative Imbalance represents volumes owed Shipper by Company, Company shall pay Shipper an amount equal to ninety percent (90%) of the Cash Out Index Price times the cumulative Imbalance quantity.
- d. Notwithstanding the above, should Company, at its discretion, deliver or cause to be delivered volumes that would otherwise cause Shipper to incur a cash out fee for non-conforming deliveries, Company shall notify Shipper, and such cash out fees will be reduced to the extent applicable. Any resulting Imbalance(s) shall be made up on a mutually agreeable basis as soon as practicable.
- e. Payment of cash out amounts as determined above shall resolve all cumulative Imbalance quantities considered in such cash out calculations.

Initial deliveries during a Month will first be applied against the prior Month's Imbalance to determine the overage or underage for that Month.

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

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

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

Subject to availability on Company's System, Shipper shall be entitled to take gas at any Delivery Point at an hourly rate necessary to serve its markets; provided, however, that Shipper shall not be entitled to take, and the Company

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shall not be obligated to deliver, gas during any hour at any Delivery Point in excess of five percent (5%) of Shipper's Maximum Daily Quantity for such Delivery Point.

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

3.3.8 BALANCING UPON TERMINATION

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

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

3.3.9 IMBALANCES DUE TO MEASUREMENT OR NOMINATION ENTRY ERROR

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

3.3.10 OVERRUN INTERRUPTION OF SERVICE

Transportation Service in excess of the Maximum Daily Quantity is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper may be subject to immediate Overrun Interruption of Transportation Service for those quantities in excess of the Maximum Daily Quantity.

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3.3.11 SUPPLY CURTAILMENTS

Transportation Service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. Should Shipper fail to cause Shipper's Gas to be supplied to Company for transportation, or if supplies of Shipper's Gas are not confirmed by Interconnecting Party, Company will notify Shipper. Company will accept, until 7:00 a.m. MT the morning of such gas Day, revised Nominations that conform with the receipt quantities confirmed by the Company from the curtailed Interconnecting Party(s). Company will also allow resourcing of curtailed quantities from other Receipt Point(s) as listed on Exhibit A to Shipper's executed Transportation Service Agreement, subject to availability, and provided the revised Nomination is submitted no later than 7:00 a.m. the morning of such gas Day. Shipper is responsible for notifying the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 10:30 a.m. MT the morning of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) by 10:30 a.m. MT shall be deemed denied. With the exception of authorized Imbalance Resolution Gas and Authorized Overrun Transportation Service, in no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day. If Company does not receive from Shipper revised conforming Nominations by 7:00 a.m. MT the morning of such gas Day, or if the revised Nominations are not confirmed by the Interconnecting Party(s) by 10:30 a.m. MT the morning of such gas Day, then Shipper may be subject to immediate Supply Curtailment of Transportation Service upon notification by Company.

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

3.3.12 RESTRICTED DELIVERY DAY

In the event of a Restricted Delivery Day the Company will send notice of such event to Shippers by 4:00 p.m. MT the day prior to the implementation of the Restricted Delivery Day. At that time Company will accept, until 7:00 a.m. MT the morning of such gas Day, revised Nominations.

Shipper is responsible for notifying the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 10:30 a.m. MT the morning of such gas Day. Any revised Nomination not confirmed by the Interconnecting Party(s) on or before 10:30 a.m. MT shall be deemed denied. With the exception of authorized Imbalance Resolution Gas and Authorized Overrun Transportation Service, in no event shall revised Nominations bump quantities already previously scheduled and confirmed for such gas Day. In the event of an emergency, the Company may at any time call a Restricted Delivery Day, and will send notice of such event to Shippers one (1) hour prior to the onset of the Restricted Delivery Day, and may accept revised Nominations if Company in its sole judgment is administratively and operationally able to do so.

3.3.13 CAPACITY INTERRUPTIONS

Company shall have the right to interrupt the transportation of gas for Shipper, when necessary, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, or otherwise related to the operation thereof. Except in cases of emergency, the Company shall use reasonable

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efforts to give advance notice to Shipper of its intention to interrupt the transportation of gas, stating the anticipated timing and magnitude of such Capacity Interruption. Except as set forth above, Company shall have no other responsibilities to Shipper for any alterations or repairs and shall have no liability for any losses or damages whatsoever occasioned by such alterations or repairs.

3.3.14 ASSIGNMENTS

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

3.3.15 NOTICES

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

3.3.16 BILLING AND PAYMENT

Statements for transportation of Shipper's Gas under this transportation Tariff and invoices for such Transportation Service will be rendered on or before the ninth (9th) Business Day of each Month, for services rendered to Shipper under the executed Transportation Service Agreement during the preceding month.

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

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

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

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

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NATURAL GAS TRANSPORTATION SERVICE (cont'd)

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

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

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

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

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

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

3.3.17 TAXES

Shipper shall pay or cause to be paid all taxes and assessments imposed on Shipper with respect to natural gas transported prior to and including its delivery to Company, and Company shall pay or cause to be paid all taxes and assessments imposed on Company with respect to natural gas transported after its receipt by Company and prior to redelivery to Shipper; provided, however, that Shipper shall

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NATURAL GAS TRANSPORTATION SERVICE (cont'd)**

pay to Company all taxes, levies or charges which Company may by law be required to collect from Shipper by reason of all services performed for Shipper and for which Company has not already provided for collection through its rates.

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

3.3.18 CONTROL, POSSESSION AND ALLOCATION OF NATURAL GAS

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

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

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

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

3.3.19 ADVERSE CLAIMS TO NATURAL GAS

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

3.3.20 QUALITY

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

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NATURAL GAS TRANSPORTATION SERVICE (cont'd)

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

- a. Hydrogen Sulfide: The gas shall not contain more than one quarter (1/4) grain per one hundred (100) cubic feet.
- b. Total Sulfur: The gas shall not contain more than five (5) grains per one hundred (100) cubic feet.
- c. Carbon Dioxide: The gas shall not contain more than three percent (3%) by volume.
- d. Water Content: The gas shall not contain more than three (3) pounds per one million (1,000,000) cubic feet.
- e. Flowing Gas Temperature: The gas shall not be less than twenty degrees Fahrenheit (20°F) or more than one hundred and twenty degrees Fahrenheit (120°F).
- f. Hydrocarbon Dewpoint: The gas shall not exceed twenty-five degrees Fahrenheit (25°F) at the prevailing pressure.
- g. Oxygen Content: The gas shall not contain more than ten parts per million (10 ppm), and every reasonable effort shall be made to keep the gas delivered free of oxygen.
- h. Heating Value: The gas shall contain an average heating content of not less than nine hundred sixty-eight (968) Btu's per cubic foot nor more than twelve hundred (1,200) Btu's per cubic foot.
- i. Total Inerts: The gas shall not contain more than six percent (6%) by volume.

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

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

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NATURAL GAS TRANSPORTATION SERVICE (cont'd)**

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

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

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

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

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

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

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

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3.3.21 WARRANTY

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

3.3.22 STATUTORY REGULATIONS

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

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3.4.1 EASEMENTS

A contract for natural gas service, or receipt of service by Customer, will be construed as an agreement granting to Company an easement for gas mains, services, meters, and other equipment of Company necessary to render service to Customer. If requested by Company, Customer, before service is connected, will execute Company's standard form of right-of-way agreement, granting to Company, at no expense therefore, satisfactory easements for suitable location of Company's mains, services, meters and metering equipment, and other appurtenances on or across lands owned or controlled by Customer, and will furnish 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 parcel shall be isolated from streets where Company's gas mains are accessible, Customer shall grant or reserve an easement for gas service over parcel having access to gas mains for the benefit of the isolated parcel.

3.4.2 ACCESS FOR COMPANY'S EMPLOYEES

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

3.4.3 CUSTOMER'S INSTALLATION

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

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

No equipment or apparatus will be connected to Company's 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, shut-off valves and other protective devices as may be required by Company. Customer shall,

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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.

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the service lead and/or the point of delivery, the Company will designate a new point of delivery to which the Customer, at his or her expense, will bring the service lead.

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

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

For Transportation Service, Shipper may install, maintain and operate at its own expense, at or near the Receipt and/or Delivery Point(s), check measuring equipment, provided the check measuring equipment shall be installed so as not to interfere with the operation of Company's System or the accurate determination of the quantity of gas being measured. Company shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and chart management shall be the sole responsibility of the Shipper.

3.4.4 BILLING

The Company will exercise all reasonable means to ensure accurate computation of all bills for natural gas service. In the event a billing error is discovered, Company shall refund to Customer the amount of any overcharge having occurred therefrom and, likewise, shall have the right to collect from Customer the amount of any undercharge. However, any claim for a billing error adjustment shall be made within twelve (12) months from the date of such invoice.

When undercharges result from a metering inaccuracy or other problem under Company's control, the Company may only make corrections on the billing rendered in the 183 days immediately prior to the date when the error was remedied. The limitations described in this section do not apply to instances of customer fraud, theft of gas, or where access to the meter has been denied. A customer will be allowed to pay the amount due on a metering adjustment in equal payments, without interest, over a 12-month period.

3.4.5 NATURAL GAS SYSTEM OPERATION AND MAINTENANCE

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

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- a. 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, breakdown of equipment, storms, acts of God, floods, fires, strikes, riots, wars, authority and orders of government.
- b. The Company, whenever it shall find it necessary for the purpose of testing, altering, modifying, or otherwise making repairs or improvements to its System, will have the right to temporarily suspend the delivery of natural gas.
- c. Interruptions of 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 the Company, relieve Customer of payment of minimum charges under the rate or contract applicable.
- d. Company may take such action as reasonably necessary to prevent damage to or material deterioration of its System and to maintain the operational integrity of the System.

Unless otherwise agreed to in writing, Company shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the receipt, transportation or delivery of natural gas.

3.4.6 PROTECTION OF SUB-SURFACE 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. Customer shall notify Company before operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground gas service on Customer's premises.

3.4.7 METER ACCURACY

The Company will provide such testing equipment and apparatus as may be necessary to comply with the Rules of the Public Service Commission of Wyoming and for the proper calibration thereof.

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. All meters will be tested for accuracy of adjustment and registration before installation and will be tested periodically at reasonable intervals but not more often than is found necessary in practice.

Each party shall have the right to have representatives present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other parties' measuring equipment, including calorimeters, used in the measurement of deliveries of gas.

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The Company will make every effort to ensure metering accuracy at the time new meter sets are completed and meters are read. Upon request of the Customer, Company will promptly complete a meter test. If such test shows the average error of the meter to be 2% or less, the Customer will pay for the test if the meter has already been tested within the previous twelve months. If a tested meter shows an average error of more than 2% the Customer will pay any under-billing if the meter is slow, based on the nearest corresponding equal period of use by the Customer at the premises when the meter was operating accurately. The Company will refund any over-billing if the meter is fast, based on the nearest corresponding equal period of use by the Customer at the premises when the meter was operating accurately.

In instances where there is insufficient billing history of the Customer at the premises, a reasonable consumption will be determined by the Company from monitored usage after the meter change.

Correction of the bill will be made in accordance with Section 3.4.4.

3.4.8 METHOD OF MEASUREMENT

The unit of measurement for the purpose of calculating receipt and delivery of natural gas supplied or transported shall be one Dekatherm (Dth). Standard delivery pressure and temperature of natural gas supplied or transported by the Company is 14.73 pounds per square inch absolute (14.73 psia) and sixty degrees Fahrenheit (60°F). All readings and registrations of the metering equipment shall be adjusted to the foregoing conditions for billing purposes in accordance with the following methodology.

Basis. All orifice meters shall be computed in accordance with Committee Report No. 3.

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

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

For purposes of measurement, the atmospheric pressure shall be the barometric pressure of twelve point seven (12.7) pounds per square inch atmospheric.

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

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

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

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

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

3.4.9 FORCE MAJEURE

Force Majeure shall mean circumstances not within the control of the parties and which by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include: the inability or delay of a party to acquire, at prudent cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

The Force Majeure provisions shall not apply to the inability of Company to accept gas at the Receipt Point(s) or deliver gas at the Delivery Point(s) nominated by Shipper for the purpose of correcting or curing an Imbalance in Shipper's Gas transported on Company's System.

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In the event either party is rendered wholly or partially unable to carry out its obligations under the provisions of the Transportation Service Agreement or these Rules and Regulations due to a Force Majeure event, such party shall give notice and provide the full particulars of such Force Majeure, in writing or by electronic data transmitted to the other party as soon as is reasonably possible after the occurrence of the causes relied on. The obligations of the parties, other than to make payments of amounts due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected party shall use good faith and due diligence to remedy the Force Majeure event in a commercially reasonable manner.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

3.4.10 LIABILITY

Each party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between Company's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents. In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party or that party's agent. Each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

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 person.

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 located on Customer's premises 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 licensees, in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

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

3.4.11 INDEMNITY TO COMPANY

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

3.4.12 WAIVERS

Company shall have the right to waive any one or more specific defaults by any Shipper or Customer in the performance of any provision of the applicable rate schedule, Tariff Rules and Regulations or Transportation Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or a different character. In no event will waivers be granted or denied in an unduly discriminatory manner.

3.4.13 COMPLAINTS

The Company will investigate promptly all complaints made by its Customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least three years after the date of the complaint.

3.4.14 DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the Company's Rate Schedules, Rules and Regulations and the Transportation Service Agreement(s) are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any provision.

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM SERVICE
UNDER RATE SCHEDULE (SFT or LFT)**

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the Black Hills Energy division of Cheyenne Light, Fuel and Power Company, a Wyoming Corporation, hereinafter referred to as "Black Hills Energy," and _____, a _____, herein referred to as "Shipper."

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

WHEREAS,

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

**ARTICLE I
Gas To Be Transported**

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

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

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

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM SERVICE
UNDER RATE SCHEDULE (SFT or LFT)(cont'd)**

2.2 The Delivery Point(s) at which Black Hills Energy shall deliver thermally equivalent quantities of natural gas transported hereunder, after appropriate reductions, are described in Exhibit B to this Agreement. The delivery pressure, actual average atmospheric pressure, and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

**ARTICLE III
Rate Schedule(s) and
Rules and Regulations**

3.1 Shipper shall pay Black Hills Energy for services rendered hereunder in accordance with the Black Hills Energy Tariff Rate Schedule (SFT or LFT), or superseding rate schedule(s) on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. The following are the charges which apply to service rendered under this Agreement pursuant to Rate Schedule (SFT or LFT).

(List applicable charges by reference to Section 3 of Rate Schedule (SFT or LFT) and the quantities of natural gas to which such charges apply)

3.2 The parties hereto agree that Black Hills Energy shall have the right from time to time to propose and file with the Commission changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and

(b) the Tariff Rules and Regulations incorporated by reference in said Rate Schedule, which are applicable hereto;

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

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

**ARTICLE IV
Requirements and Conditions Precedent**

4.1 This Agreement and the transportation arrangements provided for in this Agreement are subject to the jurisdiction, regulation, and orders of the Commission and the provisions of the Commission's Regulations, as amended from time to time.

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM SERVICE
UNDER RATE SCHEDULE (SFT or LFT) (cont'd)**

- 4.2 Should the Commission (or successor governmental agency) impose by rule or order any terms and conditions upon this Agreement which are not satisfactory to Black Hills Energy or Shipper, Black Hills Energy or Shipper, upon issuance of said rule or order and notification to the other party, may terminate this Agreement and take appropriate legal steps to terminate service.
- 4.3 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:
- (a) all necessary transportation agreements upstream of Black Hills Energy have been executed;
 - (b) all facilities necessary to commence service are in place and operational;
 - (c) all information required by Section 3.3.3 of the Tariff Rules and Regulations have been provided to Black Hills Energy;
 - (d) (other specific terms); and
 - (e) all terms of the Rate Schedule (SFT or LFT) have been complied with by Shipper.

**ARTICLE V
Term**

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

**ARTICLE VI
Notices**

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

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

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

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM SERVICE
UNDER RATE SCHEDULE (SFT or LFT) (cont'd)**

or to such other address as a party shall designate by formal written notice. Routine communications may be made by ordinary mail, electronic mail (e-mail) or facsimile to the above facsimile number. Operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to Black Hills Energy for services rendered hereunder shall be made in accordance with Section 3.3.17 of the Tariff Rules and Regulations incorporated by reference in Rate Schedule (SFT or LFT).

**ARTICLE VII
Other Operating Provisions**

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

**ARTICLE VIII
Miscellaneous**

- 8.1 Black Hills Energy and Shipper expressly agree that the laws of the State of Wyoming shall govern the validity, construction, interpretation and effect of this Agreement and of the Tariff Rules and Regulations incorporated by reference in Rate Schedule (SFT or LFT).
- 8.2 Exhibits A and B attached to this Agreement are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendments shall be reflected in a revised Exhibit A and/or B and shall be incorporated by reference as part of this Agreement. This Agreement shall be subject to Black Hills Energy's Rate Schedule (SFT or LFT).
- 8.3 Black Hills Energy may from time to time waive certain requirements set forth in this Agreement; provided, however, that such waiver shall not be construed as a permanent waiver or change of this Agreement.
- 8.4 The term "Shipper" as used herein shall apply to any agent or assignee of Shipper authorized to act on behalf of Shipper in accordance with Section 3.3.14 of the Tariff Rules and Regulations incorporated by reference in Rate Schedule (SFT or LFT), and as evidenced by written notice to Black Hills Energy by Shipper.

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

Black Hills Energy (SHIPPER) _____

By: _____ By: _____

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**BLACK HILLS ENERGY, a division of Cheyenne
Light, Fuel and Power Company**

Tariff PSC Wyoming No. 1

Original Sheet No. 61

Name: _____
Title: _____

Name: _____
Title: _____

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE (SFT or LFT) (cont'd)**

EXHIBIT A
To The
Transportation Service Agreement
Dated _____

Between Black Hills Energy and _____

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

<u>Primary Receipt Point(s)</u>	<u>Maximum Delivery Pressure(s) (psig)*</u>	<u>Actual Average Atmospheric Pressure(s) (psia)</u>	<u>Maximum Daily Quantity (MMBtu)</u>
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Secondary Receipt Point(s)

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

A. Effective Date of this Exhibit A: _____

Black Hills Energy (SHIPPER) _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM SERVICE
UNDER RATE SCHEDULE (SFT or LFT) (cont'd)**

EXHIBIT B
To The
Transportation Service Agreement
Dated _____

Between Black Hills Energy and _____

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

<u>Primary Delivery Point(s)</u>	<u>Maximum Delivery Pressure(s) (psig)*</u>	<u>Actual Average Atmospheric Pressure(s) (psia)</u>	<u>Maximum Daily Quantity (MMBtu)</u>
----------------------------------	---	--	---

Secondary Delivery Point(s)

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

A. Effective Date of this Exhibit B: _____

Black Hills Energy (SHIPPER) _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

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

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

3.6.1 GENERAL PROVISIONS

The provisions of this policy are subject to the Rules of the Public Service Commission of the State of Wyoming and to the Company's Rules and Regulations contained herein and filed with said Commission.

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

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

3.6.2 DEFINITION OF TERMS

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

Construction Costs. The combined estimated costs of all facilities and permits required and necessary for the Main Extension or Reinforcement and Service Laterals, plus an amount equal to ten percent (10%) of the estimated costs to cover indirect costs associated with the project.

Construction Deposit. Refundable amount advanced by the applicant to pay all estimated Construction Costs in excess of the Construction Allowance.

Construction Payment. Non-refundable amount advanced by the applicant to pay estimated installation costs in excess of the Construction Allowance, or for excess Construction Costs.

DATE ISSUED:
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ISSUED BY:
Steve Jurek, Vice President, Regulatory

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January 1, 2015

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

Customer Owned Service Line. The line extending from the Service Lateral at the property line of the premises to the Customer's building or structure.

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

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

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

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

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

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

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

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

Service Lateral. The buried supply pipe extending from the Distribution Main to the property line of the premises.

3.6.3 CONSTRUCTION SPECIFICATIONS

All construction shall conform with the Company's gas distribution practices and the requirements of local governing bodies. The location of the Main Extension origin and the route to be followed in the construction of the Main Extension shall be determined by the Company after consideration of the engineering problems involved, and with the objective of providing safe and adequate service. The origin need not necessarily be at either the point on the existing distribution system nearest to the applicant's premises, nor does the route selected need to be the shortest distance between the origin and the Point of Delivery.

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

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**RULES AND REGULATIONS
NATURAL GAS SERVICE**

SERVICE CONNECTION AND EXTENSION POLICY (cont'd)

3.6.4 CONSTRUCTION ALLOWANCE, DEPOSITS AND PAYMENTS

Meter Installation. The Company will furnish and install the appropriate metering and pressure regulation. The applicant will provide all facilities necessary for the proper metering installation as requested by Company. Meter Locations in all instances will be determined by the Company and will be located so as to be accessible to Company and emergency personnel at all times. Title to metering shall at all times vest in the Company.

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

Customer Owned Service Line. The Customer Owned Service Line shall be installed, constructed, repaired and maintained in good and safe condition at the sole expense of the Customer. Construction and installation of the Customer Owned Service Line shall be in accordance with approved industry standards. The Company shall have the right to inspect the Customer Owned Service Line construction and installation prior to being covered up.

The Company may refuse service to or through any Customer Owned Service Line which is not constructed in accordance with approved industry standards or does not receive a satisfactory approval by Company upon inspection. Company may continue such refusal until any deficiency has been corrected.

Federal Income Tax. In instances where payments received for services performed by the Company are determined to be non-refundable contributions in aid of construction (CIAC), Company reserves the right to add a percentage to the bill as a line item, any income tax consequences associated with the CIAC.

Permanent Large General Service. For Large General service of a permanent character, the Company will install at Company's expense, as a Construction Allowance, the necessary gas Main Extension, Service Lateral and related facility upgrades equivalent in cost to one and one half (1.5) times the estimated annual revenue to be received from each applicant. Where the total cost of the required extension facilities exceed the Construction Allowance, the applicant shall advance to the Company, prior to start of construction, as a Construction Deposit, an amount equal to the excess cost of the gas facilities extension. Where more than one applicant is involved, the proportionate share of the Construction Deposit for each applicant will be determined by the Company. Any applicant, with the permission of the Company, may assume more than applicant's proportionate share of the required Construction Deposit.

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

DATE ISSUED:
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**RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND EXTENSION POLICY (cont'd)**

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

Permanent Natural Gas Transportation Service. For gas Transportation Service of a permanent character, the Company will install at Shipper's expense, unless otherwise agreed to between Company and Shipper, the necessary Main Extension facilities. The applicant shall advance to the Company prior to the start of construction, an amount equal to the Construction Costs, plus any associated income tax consequences. Upon completion of the construction, Company will determine the actual costs for the construction of the facilities, and any actual costs in excess of the Construction Costs will be invoiced by Company and Shipper shall pay to Company such amount within ten (10) days of receipt of the invoice. Payment shall be made in accordance with the payment instructions in Section 3.3.17 of the Company's Rules and Regulations.

Temporary and Intermittent Service. When service under any rate will be Temporary or Intermittent in character, the Extension shall be made at the option of the Company, and only where the Company has adequate capacity available for the requested class of service. For gas service of a Temporary or Intermittent character, the applicant shall pay to the Company, as a Construction Payment, an amount equal to the estimated cost of installing and removing the necessary distribution extension facilities, including metering, less the estimated salvage value. Applicant will additionally be responsible for any associated income tax consequences.

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

3.6.5 REFUNDS OF CONSTRUCTION DEPOSITS

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

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January 1, 2015

**RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND EXTENSION POLICY (cont'd)**

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

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

Construction Deposit Refunds - Direct Extensions. Construction Deposits for direct extensions are refundable for a period of five (5) years from the Extension Completion Date. Construction Deposits are refundable up to the amount of the Construction Deposit whenever an extension of facilities is requested that directly connects to the facilities for which a Construction Deposit remains un-refunded, and the direct connection can be completed at an estimated cost which is less than the Construction Allowance.

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

3.6.6 REINFORCEMENTS

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

3.6.7 SERVICE LATERAL AND METER RELOCATIONS/REPLACEMENTS

If an existing Company-owned Service Lateral requires relocation for the Customer's convenience or because of new construction on the Customer's premises, the Company will relocate or replace the existing Service Lateral subject to applicant's Construction Payment for the amount of relocation costs, plus any associated income tax consequences.

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

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Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE CONNECTION AND EXTENSION POLICY (cont'd)**

3.6.8 EXCEPTIONS

In situations where the Main Extension will be of such length and the anticipated revenue to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, the Company reserves the right to require the applicant to pay the Company, in advance, all Construction Costs plus any associated income tax consequences and, in addition, contract to pay the Company an amount to cover the on-going cost of insurance, replacement or removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.

3.6.9 TRANSMISSION LINE TAPS

Where natural gas service is to be supplied from a non-Company transmission main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, and other equipment. The Company also reserves the right to limit the location and number of, or to reject, applications for service requiring transmission main taps. Inasmuch as the Company does not own, operate and maintain these transmission mains, the Company is not responsible for the continued delivery of gas to Customers served therefrom should the pipeline company re-route, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult, or impractical, in the opinion of the Company, to be continued. The applicant shall be responsible for all costs associated with the construction, including but not limited to meters, regulation and Service Lateral.

DATE ISSUED:
December 3, 2014

ISSUED BY:
Steve Jurek, Vice President, Regulatory

EFFECTIVE DATE:
January 1, 2015

**RULES AND REGULATIONS
NATURAL GAS SERVICE
EXCESS FLOW VALVE PROGRAM**

3.7.1 GENERAL CONDITIONS

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

3.7.2 DEFINITION

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

3.7.3 CUSTOMER ELIGIBILITY

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

- a. The Customer is or, after connection, will be individually metered by the Company and receives natural gas service through a single Service Lateral that serves a single residence under Company's Natural Gas Sales Service Schedule SG;
- b. The Customer receives or, after connection, will receive natural gas service from a portion of the Company's natural gas distribution system which continuously operates above ten pounds per square inch gauge (10 psig); and
- c. The Customer has requested the installation of a new Service Lateral in accordance with the Company's Service Lateral Connection and Distribution Main Extension Policy or is receiving natural gas service through a Service Lateral that the Company has determined requires replacement;

provided, however, that an Excess Flow Valve will not be installed for the above Customers (i) if there is a history of contaminants in the gas stream that could interfere with the Excess Flow Valve's operation or cause loss of service to Customer, (ii) if the Excess Flow Valve could interfere with Company's operation and/or maintenance activities, or (iii) if an Excess Flow Valve meeting the required performance standards is not commercially available.

Installation of Excess Flow Valves for eligible Customers shall be made at a mutually agreeable date. Any Excess Flow Valve so installed under this program shall be owned by the Company.

DATE ISSUED: December 3, 2014	ISSUED BY: Steve Jurek, Vice President, Regulatory	EFFECTIVE DATE: January 1, 2015
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**RULES AND REGULATIONS
NATURAL GAS SERVICE
EXCESS FLOW VALVE PROGRAM (cont'd)**

3.7.4 CUSTOMER RESPONSIBILITY

Customers eligible for an Excess Flow Valve shall be responsible for paying Company a one-time charge of \$45.00 to reimburse Company for all costs directly connected with installing the Excess Flow Valve. In addition to paying the one-time charge for the installation of the Excess Flow Valve, all such Customers may be responsible for future costs associated with any required maintenance or replacement of the Excess Flow Valve by the Company. Charges for maintenance will be based upon the Company's Schedule of Charges for Rendering Service.

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Steve Jurek, Vice President, Regulatory

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