

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Complaint Against Atmos                     )  
Energy by Floyd Cattle Co., Inc./Martie Floyd                     )                     Docket No. 16-ATMG-454-COM

**ANSWER**

Atmos Energy Corporation ("Atmos Energy") files the following Answer in the above-captioned docket pursuant to K.A.R. 82-1-220(c) and the Kansas Corporation Commission's ("Commission") Order Adopting Legal Memorandum filed August 4, 2016, and mailed to Atmos Energy on August 5, 2016.

1. Atmos Energy admits that it is a natural gas public utility certificated to provide natural gas service in Stanton County, Kansas where Floyd Cattle Co.'s ("Complainant") farming business is located.

2. The meter numbers and locations of the meters that are the subject matter of the complaint filed in this docket are as follows:

<u>METER NUMBER</u>	<u>LOCATION (QUARTER SECTION/TOWNSHIP/RANGE)</u>
11N742329	NW/4 1-27-42
G0001117	SW/4 6-27-41
11N742328	NW/4 15-27-41
12T959727	NW/4 7-27-41

Complainant's list of meters and locations had the incorrect meter numbers for the NW/4 of Section 1, Township 27, Range 42, and the NW/4 of Section 15, Township 27, Range 41.

3. Atmos Energy does not believe that Complainant has ever contacted Atmos Energy to request transportation service at the locations set forth in paragraph 2 of this Answer.

4. Atmos Energy admits that under its Commission approved transportation tariff the general rule is that all transport customers are required to have installed electronic flow measurement

("EFM") equipment necessary to allow a remote meter reading to be taken by Atmos Energy at the customer's delivery point and that such equipment shall be connected to an adequate power source and communication line. See, *Schedule 1: Rules and Regulations; Section 12- Transportation Services; Paragraph D. - End User Service Requirements; Subparagraphs 1.a. and 2.a.* A copy of Atmos Energy's transportation tariff is attached to this Answer as Exhibit A and is incorporated herein by reference.

5. Atmos Energy admits that its tariff does allow for an exception to the above-mentioned general rule where a customer whose metering facility is not supported by an adequate power source and/or communication lines for EFM equipment, such as in a rural irrigation environment, that a customer may use AMR equipment where available. See, *Schedule 1: Rules and Regulations; Section 12-Transportation Services; Paragraph D. - End User Service Requirements; Subparagraph 2.a.* AMR equipment is not available in the area where the Complainant's meters are located.

6. Atmos Energy denies Complainant's claim that communication service is unavailable at the location of each of its meters. On August 9, 2016, an employee of Atmos Energy visited the locations of the meters identified in paragraph 2 of this Answer to determine whether there was good cellular telephone service reception at each location. Using a cell phone connected to the Verizon wireless network, the Atmos Energy employee was able to confirm good cell phone reception (3 of 4 reception bars shown on the phone) at each location. The Atmos Energy employee noted that with respect to the location of meter number G0001117, he could only get within a quarter mile of the meter due to mud and water, but within that quarter mile he was able to confirm good cell phone reception (3 of 4 reception bars shown on the phone). Based upon the information gathered by the Atmos Energy employee, it appears that cellular service is available so that EFM equipment can be

installed at each meter location to allow Complainant to obtain transportation service upon applying for such service from Atmos Energy.

7. With respect to the transportation service offered by Midwest Energy, according to the transportation tariff approved by Midwest Energy's board of directors, that gas utility requires the installation of EFM equipment for meters serving transportation accounts with peak monthly usage of 5,000 MMBtu and if the customer declines the installation of the EFM equipment it shall be ineligible for transportation service. A copy of Midwest Energy's tariff pages relating to its EFM equipment requirement is attached hereto as Exhibit B and is incorporated herein by reference.

8. With respect to the transportation service offered by Black Hills Energy, any irrigation transportation customer who elects not to install EFM equipment is specifically required to pay Black Hills Energy a daily balancing service charge of \$0.0090 per Therm per month in order to protect the utility and its other customers from having to pay the pipeline daily balancing fees and penalties as a result of the transportation customer's actual usage being out of balance with its nominated transportation volumes. Atmos Energy does not have a similar requirement in its tariff for its transportation customers. In addition, Black Hills Energy's tariffs require an irrigation transportation customer to install EFM equipment whenever Black Hills Energy decides, in its sole discretion, that such equipment shall be installed. A copy of Black Hills Energy's transportation tariff is attached hereto as Exhibit C and is incorporated herein by reference.

9. With respect to the transportation service offered by Kansas Gas Service, any transportation customer who has a peak-month usage of 1,500 Mcf or greater, is required to install EFM equipment. A copy of Kansas Gas Service's transportation tariff is attached hereto as Exhibit D and is incorporated herein by reference.

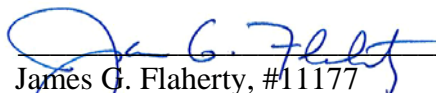
10. As stated in paragraph 2 of this Answer, Atmos Energy admits that it already has gas meters at the locations of Complainant's irrigation wells.

11. Atmos Energy is without sufficient knowledge and information to either admit or deny the allegations contained in paragraph 3 of Complainant's letter attached to its Complaint, and therefore, denies said allegations.

12. Atmos Energy denies Complainant's allegations that the provisions relating to EFM equipment contained in Atmos Energy's Commission approved transportation tariff are unfair. As mentioned above, the purpose for the EFM equipment requirement in the tariff is to assure that the utility and the utility's other customers are not saddled with potential daily imbalance fees and penalties charged by the pipeline provider that result from a transportation customer's actual usage being out of balance with its nominated transportation volumes on the pipeline. The use of the EFM equipment allows Atmos Energy to track the daily usage of the transportation customer in order to properly assess that customer for any daily imbalance fees and penalties resulting from that customer's actual usage being out of balance with its nominated transportation volumes. Without that EFM equipment and the ability for Atmos Energy to track daily usage by the transportation customer, Atmos Energy is unable to properly assess any imbalance fees and penalties to the specific transportation customer and those pipeline fees and penalties are paid by Atmos Energy's other customers. This would result in Atmos Energy's other customers subsidizing the transportation customer who has not installed EFM equipment, which is unfair to Atmos Energy's other customers.

13. Given that there appears to be good cellular telephone reception at each of Complainant's meter locations, Complainant should be able to install the necessary EFM equipment and obtain transportation service from Atmos Energy.

WHEREFORE, for the reasons set forth herein, Atmos Energy requests that the Commission issue an order denying the Complaint.

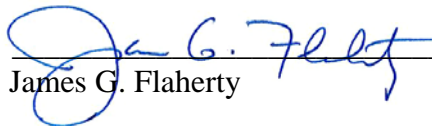


James G. Flaherty, #11177  
**ANDERSON & BYRD, LLP**  
216 S. Hickory • P. O. Box 17  
Ottawa, Kansas 66067  
(785) 242-1234, telephone  
(785) 242-1279, facsimile  
[jflaherty@andersonbyrd.com](mailto:jflaherty@andersonbyrd.com)  
Attorneys for Atmos Energy Corporation

### VERIFICATION

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

James G. Flaherty, of lawful age, being duly sworn upon oath, deposes and says that he is attorney for Atmos Energy Corporation, that he has read the above and foregoing Answer, and the statements contained therein are true.



James G. Flaherty

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of August, 2016.



Notary Public

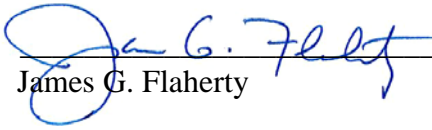
Appointment/Commission Expires:

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing was sent via U.S. Mail, postage prepaid, hand-delivery, or electronically, this 12<sup>th</sup> day of August, 2016, addressed to:

Martie Floyd  
Floyd Cattle Co., Inc.  
6190 N. Road G  
Johnson, KS 67855

Jake Fisher  
Litigation Counsel  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, KS 66604-4027  
[j.fisher@kcc.ks.gov](mailto:j.fisher@kcc.ks.gov)



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James G. Flaherty

Form RF  <b>THE STATE CORPORATION COMMISSION OF KANSAS</b>  <b>ATMOS ENERGY CORPORATION</b> (Name of Issuing Utility)  <b>ENTIRE SERVICE AREA</b> (Territory to which Schedule is applicable)  No Supplement or separate understanding shall modify the tariff as shown hereon.	Index No.  <b><u>SCHEDULE I: Rules and Regulations</u></b>  Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007  Sheet 76 of 110 Sheets
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## SECTION 12 - TRANSPORTATION SERVICES

### A. AVAILABILITY

This service is available to any gas sales Customer in all divisions within the State of Kansas, who has purchased its own supply of natural gas and requires transportation by the Company to the Customer's facilities. This service is also available to approved, separately metered school facilities dedicated to the education of students between kindergarten and grade twelve (12).

### B. APPLICABILITY

Applicable to any Customer who has acquired their own supply of natural gas and requires transportation by the Company to the Customer's facilities. Service is subject to suitable availability to existing facilities and shall be in accordance with a Transportation Service Agreement of not less than one (1) year. Service is provided in accordance with the requirements of the rate schedule, terms and conditions, volume determination methodology and rules and regulations as set forth herein and as required by the Commission. Transportation Service is not applicable to resale service.

End Users who elect to return to firm or interruptible sales service with the Company must give thirty (30) days written notice prior to the selected effective date. If the End User decides to return to firm or interruptible transportation service in the future, then the Customer must give the Company thirty (30) days written notice prior to the first day of the month that the Customer elects to commence transportation service.

### C. DEFINITION OF TERMS

#### 1. Aggregation Service Agreement

An agreement between the Company and Shipper pursuant to which multiple End User Delivery Points within a common pipeline billing location may be aggregated for purposes of determining imbalances on the Company's

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**EXHIBIT A**

Form RF  <b>THE STATE CORPORATION COMMISSION OF KANSAS</b>  <b>ATMOS ENERGY CORPORATION</b> <small>(Name of Issuing Utility)</small>  <b>ENTIRE SERVICE AREA</b> <small>(Territory to which Schedule is applicable)</small>	Index No.  <b><u>SCHEDULE I: Rules and Regulations</u></b>  Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007
No Supplement or separate understanding shall modify the tariff as shown hereon.	
Sheet 77 of 110 Sheets	

System. Should the Interconnecting Party balance at a level lower than billing location, the Agreement shall be modified to reflect the lower level.

2. Allocation(s)

Actual quantity of Shipper's gas supplies, as determined by Interconnecting Parties(s), to be delivered to the Company for an End User.

3. Automated Meter Reading ("AMR") Equipment

Automated metering equipment installed on qualifying meter sets necessary to allow daily information to be recorded, stored, and accessed remotely during the normal reading cycle via short-wave signal from Company equipment.

4. Business Day

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

5. Billing Pressure Base

14.65 p.s.i.a or other pressure base as agreed to under special contract.

6. CCF

One hundred (100) cubic feet of gas at a specific pressure base.

7. Commission

The Kansas Corporation Commission.

Issued: <u>August 15, 2015</u> <small>(Month) (Day) (Year)</small>	
Effective: <u>Upon Commission Approval</u> <small>(Month) (Day) (Year)</small>	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 78 of 110 Sheets

**8. Contract Period**

The period of time commencing on the effective date of the agreement through the primary term, and any extension thereto that may be agreed to by the parties, as specified in the Transportation Service Agreement.

**9. Curtailment**

The inability of the Company to provide gas transportation due to non-receipt of Shipper's gas supply.

**10. Day**

A period of twenty-four (24) consecutive hours, beginning at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable) or such other consecutive 24 hour period as designated the Company.

**11. Deliveries**

The volumes of gas as measured by the meter at any Delivery Point(s).

**12. Delivery Point(s)**

The point(s) where the Company delivers gas to the End User after transportation from the Receipt Point(s) as specified in an Exhibit to the Transportation Service Agreement.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
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**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 79 of 110 Sheets

**13. Electronic Flow Measurement Equipment ("EFM Equipment")**

Electronic flow measurement equipment ("EFM equipment"), necessary to allow remote meter reading to be taken by the Company at the End User's Delivery Point(s). Such equipment shall be connected to an adequate power source and communication lines with installation and ongoing maintenance of the equipment being the responsibility of the End User.

**14. End User**

Any person or entity that has completed a Request for Transportation Service, has executed a Transportation Service Agreement, and is receiving service under the transportation rate schedule. End User may also execute a Gas Transportation Agency Agreement to assign balancing, nomination, scheduling and delivery obligations under this tariff to a third party. End User is the person or entity that ultimately uses the supply of natural gas at the Delivery Point.

**15. Equivalent Volumes**

The sum of the volumes of gas, measured in CCF, at a specific pressure base received by the Company for the account of Shipper at the Receipt Point(s) during any given period of time, reduced by the System Loss and, if applicable, by the pro rata share for the Shipper for Fuel Gas.

**16. Fuel Gas**

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, required to accomplish the transportation service hereunder. Said percentage shall be computed by the Company as often as deemed is necessary by the Company for a reasonably accurate determination.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
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Form RF	Index No.
<b>THE STATE CORPORATION COMMISSION OF KANSAS</b>	
ATMOS ENERGY CORPORATION <small>(Name of Issuing Utility)</small>	<u>SCHEDULE I: Rules and Regulations</u>
ENTIRE SERVICE AREA <small>(Territory to which Schedule is applicable)</small>	Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007
No Supplement or separate understanding shall modify the tariff as shown hereon.	
Sheet 80 of 110 Sheets	

17. Gas Transportation Agency Agreement

An agreement whereby End User assigns the balancing, nomination, scheduling and delivery responsibilities under this tariff to a third party for the delivery of gas to the Company's Receipt Point(s) for transportation by the Company to the End User's Delivery Point(s).

18. Imbalance

The difference between the quantity of End User's gas at the Receipt Point(s), which may be allocated by the Interconnecting Party, less Fuel Gas, System Losses, and the quantity of gas delivered to the End User's Delivery Point(s). In the event that a Shipper has executed an Aggregation Service Agreement, the Delivery Points identified in the agreement shall be combined when determining the existence of an Imbalance.

19. Interconnecting Party

The operator of the facilities immediately upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, storage field or well head.

20. Interruption

The inability of the Company to provide gas transportation service to an End User due to constraints on the Company's system.

21. L.P.B.

Local Pressure Base.

<p>Issued: <u>August 15, 2015</u>  <small>(Month) (Day) (Year)</small></p> <p>Effective: <u>Upon Commission Approval</u>  <small>(Month) (Day) (Year)</small></p> <p>By: <u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>  <small>(Signature of Officer) (Title)</small></p>	
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(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 81 of 110 Sheets

**22. Lost & Unaccounted for Gas (L&U)**

See definition of System Losses on Sheet 83

**23. Month**

The period beginning at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable) on first day of any calendar month and ending on the first day of the following calendar month at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable).

**24. 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 Fuel Gas and System Losses and shall be made on a Dekatherms basis.

**25. p.s.i.a.**

Pressure in pounds per square inch absolute.

**26. Receipt Point(s)**

The point of interconnection between the facilities of the Company and the Interconnecting Party wherein the Company receives gas for the account of Shipper for transportation on the Company's System.

**27. Request for Gas Transportation Service**

A written request for transportation service submitted by any End User in the form provided by the Company.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
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(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 82 of 110 Sheets

**28. School**

School facilities dedicated to the education of students between kindergarten and grade twelve (12). Does not include day care facilities, pre-schools, post secondary institutions, for-profit schools, residences, or churches.

**29. Shipper**

The person or entity that is responsible for balancing, nominating, scheduling and delivering natural gas into the Company's System. The End User can assign this responsibility by executing a Gas Transportation Agency Agreement with a third party or act as its own Shipper.

**30. System**

The pipeline, compressor stations, regulator stations, meters, gas processing facilities, or other related facilities owned or operated by the Company and utilized in providing transportation service.

**31. System Losses**

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, to compensate for lost or otherwise unaccounted for gas during transportation of gas to End User's Delivery Point. Current rate may be found on "Purchased Gas Adjustment Sheet 1" on file with the Commission

**32. Transportation Service Agreement**

An agreement between the Company and the End User for the movement of gas on the Company's System between the Receipt Point(s) and Delivery Point(s). No agreement shall be for a term of less than a one year.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
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**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 83 of 110 Sheets

**33. Year**

A period of 365 consecutive days or 366 days if such period includes February 29, unless otherwise specified.

**D. END USER SERVICE REQUIREMENTS****1. Communication Line Installation & Maintenance**

a. Each End User receiving transportation service under this tariff that is required to install Electronic Flow Measurement ("EFM") Equipment pursuant to the provisions herein will, at its expense, install and maintain a communication line as provided herein sufficient for the electronic metering of gas quantities transported at all times during which End User receives transportation service from the Company.

b. End User shall provide a voice quality touch-tone communication line for the EFM Equipment to the meter via conduit, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by the Company. Communication wire installation will be subject to the National Electric Safety Code Requirement. End User shall coordinate installation of the communication line with the Company. The Company must be able to dial directly into the instrument, at a time interval established by the Company, and the instrument must be able to dial out to the Company when in alarm condition without any potential of interruption from internal customer communications equipment, such as fax machines, shared switching devices, voice mail or computer modems.

c. End User shall maintain the communication line and cause any interruption in service over the communication line to be repaired as

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**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 84 of 110 Sheets

soon as possible. End User will notify the Company in advance of any planned outages.

d. In the event the communication line is out of service for a period of more than two (2) days, the End User shall take all necessary measures to ensure the communication line is reactivated and operational within a period not to exceed four (4) weeks. End User shall also be responsible for notifying Shipper of any communication outage.

e. During any period in which the communication line is out of service, Shipper shall nevertheless be responsible for complying with any Operational Flow Order issued by the Company or any applicable Interconnecting Party. Shipper shall likewise be responsible for making transportation nominations on behalf of the End User to the Company in accordance with the Company's scheduling and nomination procedures. If, following the four (4) week correction period, the Company is required to make site trips(s), in addition to the initial trip made by the Company to confirm the communication line outage and a final trip to synchronize the meter with the communication line, the Company shall charge End User for the service charges and other related charges that may be applicable as provided under the Schedule of Service Fees for rendering service in the Company's tariff.

f. Company shall have the right, but not the obligation, to manually obtain consumption information during the period of time that the communication line was out of service. However if no data is available from the device, usage will be prorated on a basis similar to the Company's Interconnecting Party (whether hourly, daily, or other basis) or if no such provisions, such other method of prorating usage as the Company may reasonably apply.

g. If the communication line is not returned to service within the period of time required herein, the Company shall treat all gas delivered subsequent to the four (4) week correction period and ending

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	(Month)	(Day)	(Year)
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**THE STATE CORPORATION COMMISSION OF KANSAS**

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

## SCHEDULE I: Rules and Regulations

ENTIRE SERVICE AREA

(Territory to which Schedule is applicable)

### Replaces

### Rules & Regulations-All Divisions

Filed January 26, 2004 through September 2007

**No Supplement or separate understanding shall modify the tariff as shown hereon.**

Sheet 85 of 110 Sheets

on the date End User communication line is operative as sales gas, and the Company shall no longer accept transportation nominations from Shipper for that Delivery Point. Such quantities shall be sold to End User at the Company's applicable sales tariff, in addition to the imbalance penalties that may be applicable for unauthorized usage during an Operational Flow Order, Interruption or Curtailment.

h. If technological advances produce EFM equipment that can be read in a manner other than a communication line then the communication provisions herein will not be applicable where such technology can be utilized.

## 2. Electronic Flow Measurement Equipment

a. Each End User receiving transportation service shall be required to have usage metered and recorded electronically. However, School accounts that meet the provisions of the Company's definition of a school are exempt from being required to install EFM equipment. In addition, a grandfather clause exists for smaller use meters located on contiguous property that may have been aggregated in order to qualify for transportation service. In cases where these meters were receiving transportation service before February 1, 2004, these meters will not be required to install EFM equipment. However, any aggregated contiguous property meter that uses more than 15, 000 Ccf in any 12 month period, then that meter, and only that meter, will be required to install EFM equipment. Also, an End User whose metering facility is not supported by an adequate power source and/or communication lines for EFM equipment, such as in a rural irrigation environment, may use AMR equipment. Except for irrigation customers, an EFM device shall be required for all End Users whose loads are: 1) non-heat sensitive in nature; and 2) capable of swinging substantially. In addition, the Company reserves the right to require that an EFM device be installed on any end use meter where, in the Company's reasonable judgment exercised in a non-discriminatory manner, it determines that there has

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(Name of Issuing Utility)

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(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 86 of 110 Sheets

been a persistent and abusive failure by the Shipper to balance nominations with deliveries and usage on the Company's system.

b. In those cases where EFM and AMR equipment is required pursuant to this tariff, End User assumes responsibility for the installation and ongoing maintenance costs of the EFM or AMR equipment. The End User shall provide adequate space to allow for the installation and function of the required equipment. The equipment may be installed by the Company or by a Company approved third party contractor. Installation costs include labor, material, taxes, and overhead to install the EFM or AMR equipment and/or required facilities and/or equipment to electronically monitor usage. The End User shall be responsible for all costs associated with any non-EFM or non-AMR related work performed and/or equipment installed at the End User's request in conjunction with the installation of EFM or AMR equipment. All such facilities and/or equipment shall become the sole property of Company. End Users may elect one of the following payment options: 1) payment shall be due from the End User at the time equipment is installed, unless previous arrangements are made in writing with the Company; or 2) an optional monthly EFM facilities charge will be added to the End User bill for as long as the End User has transportation services (see Schedule II. Schedule of Service Fees). If a new meter, or upgrades to the existing meter, are required at the location in order to install EFM equipment, the Company will not charge the End User for the cost of the new meter or the upgrades.

c. Company shall endeavor to coordinate the installation of all facilities required herein with the End User as soon as practicable. Company shall notify the End User of its intent to install EFM or AMR equipment, as well as the scope and estimated cost thereof. An End User's acceptance of Company's installation plan shall be assumed unless the End User declines in writing within 15 days of Company's notice. An End User that declines Company's EFM or AMR equipment installation, or does not elect to utilize a Company-approved third party

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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 87 of 110 Sheets

installer, or in the case of EFM equipment that does not install and/or maintain an operable dedicated communication circuit, all as required by this tariff, shall be ineligible for transportation service.

d. When an EFM equipment installation includes an electronic corrective device, and at the Customer's request, Company may provide a data link or contact closure meeting Company's Standards from Company's EFM equipment to the Customer at the meter site so the Customer can receive data with the same type of output signal as Company. At the Customer's request, Company shall inspect and evaluate the Customer's connection during normal Company work hours.

e. A Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to laws, trees, shrubs, buildings or other property that may be caused by reason of installation, operation or replacement of the EFM equipment, AMR equipment or Customer connection and other necessary equipment to serve the Customer unless it shall be affirmatively proved that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel.

All provisions of this tariff are subject to changes by Order of the Commission.

**E. OTHER END USER TERMS & CONDITIONS****1. Curtailment & Interruptions**

a. Transportation service under this tariff is subject to receipt of adequate supplies of Shipper's gas for delivery to End User. If supplies of Shipper's gas are not available for receipt by the Company, End User shall be subject to immediate curtailment of transportation service.

b. The Company shall have the right at any time, without liability to the Customer, to curtail or to discontinue the delivery of gas

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

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**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 88 of 110 Sheets

entirely to the Customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of higher priority Customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to relieve system capacity constraints; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply with any restriction or curtailment as may be imposed by the Company's supplier; for any causes due to Force Majeure and for any other necessary or expedient reason at the discretion of the Company.

c. All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Plan" as contained in its Rules and Regulations as filed with and approved by the Commission.

2. Transportation Service Agreement & Gas Transportation Agency Agreement

a. Service under this rate schedule shall be performed under a written Transportation Service Agreement between the End User and the Company setting forth specific arrangements as to the volumes to be transported by Company for End User included by not limited to Receipt Points, Delivery Points, methods of metering, timing of receipts and deliveries of gas by Company, and any other matters relating to individual End User circumstances. In no case will Company be obligated to transport greater quantities hereunder than those specified in the Transportation Service Agreement between End User and Company. All volumes of natural gas transported hereunder shall be of the same quality and meet the same specifications as that delivered to Company by its Interconnecting Party.

b. Service under this rate schedule assigns responsibility for nominations of End User's gas to the Shipper. End User may fulfill this responsibility or execute a Gas Transportation Agency Agreement with a

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	(Month) (Day) (Year)	
By:	/s/ Jennifer Ries Vice President, Rates & Regulatory Affairs	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 89 of 110 Sheets

Shipper. Such agreement between End User and Shipper shall include but is not limited to specific arrangements for volumes to be delivered to the Company's System, Receipt Point(s), Delivery Point(s), nomination and scheduling requirements, imbalance requirements, and other matters relating to individual End User circumstances.

**F. SHIPPER RESPONSIBILITIES****1. Imbalance Provision**

Shipper will be required to balance nominations with deliveries and usage on the Company's System.

a. To the extent that information gathered through EFM or AMR equipment is sufficient and the Company's nomination & scheduling procedures mirror the Interconnecting Pipeline, the primary methodology for calculating imbalances on the Company's System will be governed by the balancing provisions of the Interconnecting Party where such Interconnecting Party is an upstream pipeline utilized by the Shipper to deliver gas to the Company's Receipt Point. Balancing fees, scheduling fees and/or penalties shall be assessed by the Company at the Interconnecting Party's tariff rates approved by, and subject to change by, the appropriate regulatory authority. Such fees may be assessed on a monthly, hourly and/or daily basis. To the extent there is insufficient usage data for End User available to the Company to allow it to make the necessary calculation of an imbalance under the Interconnecting Party's balancing provisions, resolution of any such imbalance shall be governed by the procedures set for in section (c) below.

b. In situations where the Shipper does not utilize an upstream pipeline as the Interconnecting Party delivering gas to the Company's Receipt Point but where an upstream pipeline is nevertheless utilized by the Company to accommodate the Shipper's imbalance and the EFM or AMR equipment is sufficient to gather the data necessary to

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

Form RF	Index No.
<b>THE STATE CORPORATION COMMISSION OF KANSAS</b>	
ATMOS ENERGY CORPORATION	<b><u>SCHEDULE I: Rules and Regulations</u></b>
(Name of Issuing Utility)	
ENTIRE SERVICE AREA	Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007
(Territory to which Schedule is applicable)	
No Supplement or separate understanding shall modify the tariff as shown hereon.	
Sheet 90 of 110 Sheets	

utilize upstream balancing provisions, the balancing provisions of such upstream pipeline shall be applied as described in section (a) above.

c. In situations where transportation service does not involve an Interconnecting Party with imbalance settling procedures or where the Company is unable to replicate the appropriate Interconnecting Pipeline's Imbalance procedures, then the following procedures shall apply to all transportation accounts except for School accounts that meet the provisions of the Company's definition of a School:

Where the Imbalance is negative (Company's adjusted deliveries to the Shipper exceed receipts from the Shipper), Shipper payment to the Company for the imbalance shall be as follows:

i. 1.0 times the highest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of cumulative imbalance up to 5%.

ii. 1.2 times the highest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 5% up to and including 10%.

iii. 1.4 times the highest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 10%.

Issued: <u>August 15, 2015</u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(Month)</span> <span>(Day)</span> <span>(Year)</span> </div>	
Effective: <u>Upon Commission Approval</u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(Month)</span> <span>(Day)</span> <span>(Year)</span> </div>	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 91 of 110 Sheets

Where the Imbalance is positive (Company's adjusted receipts for the Shipper exceed deliveries to the Shipper), Company's payment to the Shipper for the imbalance shall be as follows:

i. 1.0 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of cumulative imbalance up to 5%.

ii. 0.8 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 5% up to and including 10%.

iii. 0.6 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 10%.

In situations where transportation service does not involve an Interconnecting Party with imbalance settling procedures or where the company is unable to replicate the appropriate Interconnecting Pipeline's Imbalance procedures, then the following procedures shall apply to School accounts that meet the provisions of the Company's definition of a School:

Where the Imbalance is negative (Company's adjusted deliveries to the Shipper exceed receipts from the Shipper, Shipper payment to the Company for the imbalance shall be as follows:

i. 1.0 times the highest weekly index (the index price will equal the effective cash out index price in effect for the

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 92 of 110 Sheets

transporting pipeline or as filed with the Commission by the Company) for each MMBtu of cumulative imbalance up to 10%

ii. 1.2 times the highest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 10% up to and including 15%.

iii. 1.4 times the highest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 15%.

Where the imbalance is positive (Company's adjusted receipts for the Shipper exceed deliveries to the Shipper), Company's payment to the shipper for the imbalance shall be as follows:

i. 1.0 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of cumulative imbalance up to 10%.

ii. 0.8 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 10% up to and including 15%.

ii. 0.6 times the lowest weekly index (the index price will equal the effective cash out index price in effect for the transporting pipeline or as filed with the Commission by the Company) for each MMBtu of imbalance which is greater than 15%.

d. Where, during the period of curtailment or allocations of authorized deliveries under Schedule I, Section 11 of these Rules and

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 93 of 110 Sheets

Regulations, any daily imbalance as a result of transportation Customer delivering or causing delivery to the Company of a quantity of gas during any day which, after appropriate reductions, is less than the quantity of gas taken from the Company during the same day by an amount larger than five (5%) of the quantity delivered to the Company or 500 CCF, whichever is greater, the Company shall charge Shipper a daily Overrun Penalty for each CCF of unauthorized overrun deliveries as follows:

i. \$0.50 for each CCF which exceeds authorized delivery levels by more than 5% to 10%

ii. \$1.00 for each CCF which exceeds authorized delivery levels by more than 10% to 15%

iii. \$1.50 for each CCF which exceeds authorized delivery levels by more than 15%

e. Shippers who have executed an Aggregation Service Agreement will have the Receipt Points and Deliver Points identified in the Aggregation Service Agreement combined for purposes of applying imbalance provisions herein.

f. The Company shall have the right to itself take, or require Shipper to take, such actions of whatever nature as may be required to correct daily or monthly imbalances which threaten the integrity of the Company's system, or Company's firm storage, including maintenance of service to other Customers.

g. Notwithstanding any other provisions of these rules and regulations or any of the Company's transportation rate schedules, any receipt of gas by the Company to be transported and delivered and any gas so received is subject to the service provisions of other rate schedules which require the Company's facilities to be used to make deliveries to high priority Customers.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	



**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 94 of 110 Sheets

h. If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule will be curtailed in accordance with the Curtailment of Gas of Service rules in the Company's General Terms and Conditions.

i. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the Shipper's supply delivered to the Company for transportation continues to be available, then the Shipper may continue to receive full transportation service even though sales gas of the same priority is being curtailed.

j. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the Shipper desires to be transported, the Shipper or End User may request the Company to make reasonable enlargements in its existing facilities, which requests the Company may not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the Shipper or End User. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the Customer. Nothing herein contained shall be construed as obligating the Company to construct any extension of its facilities.

k. These balancing terms and conditions shall be applied by the Company in a nondiscriminatory manner and shall be applied uniformly to all similarly situated Shippers.

**2. Operational Flow Order**

Company will have the right to issue an Operational Flow Order ("OFO") that will require actions by Shipper to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 95 of 110 Sheets

System required to maintain system reliability. Shipper shall be responsible for complying with the directives set forth in the OFO. Any charges derived below shall not be additive to charges derived during a period of curtailment or allocations of authorized deliveries.

Upon issuance of an OFO, the Company will direct Shipper to comply with one of the following conditions: (a) Shipper must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper; or (b) Shipper must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper.

Provision of oral notice by telephone or written notice by facsimile or email or any other reasonable means to Shipper shall be deemed as proper notice of an OFO. Shipper shall respond to an OFO by either adjusting its deliveries into Company's System or its consumption at the End User facility.

Should Shipper be unable to deliver sufficient volumes of transportation gas to Company's System, the Company will not be obligated hereunder to provide standby quantities for purposes of supplying such End User's requirements.

All volumes taken by End User in excess of volumes delivered by Interconnecting Party to Company for Shipper in violation of the above "condition (a)" OFO shall constitute an unauthorized delivery by Shipper on the Company's System. All volumes taken by Shipper less than volumes delivered by Interconnecting Party to Company for Shipper in violation of "condition (b)" OFO shall constitute an unauthorized delivery by Shipper to Company. Shipper shall be charged the greater of \$35.00 per Mcf for all unauthorized deliveries in excess of 3% of the nomination or 125% of the actual charge made to Company by the Interconnecting Party, plus any other charges applicable under this tariff for such unauthorized receipts or deliveries that occur during the OFO.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

Form RF  <b>THE STATE CORPORATION COMMISSION OF KANSAS</b>  <b>ATMOS ENERGY CORPORATION</b> <small>(Name of Issuing Utility)</small>  <b>ENTIRE SERVICE AREA</b> <small>(Territory to which Schedule is applicable)</small>	Index No.  <b>SCHEDULE I: Rules and Regulations</b>  Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007
No Supplement or separate understanding shall modify the tariff as shown hereon.	
Sheet 96 of 110 Sheets	

Company will not be required to provide service under this tariff to any Shipper that does not comply with the terms or conditions of an OFO. Payment of charges hereunder shall not be considered an exclusive remedy for failure to comply with the OFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

### 3. Scheduling of Receipts & Deliveries

a. At least ten (10) Days prior to the beginning of each Month, Shipper shall notify the Company, in a form approved by the Company, of the daily Equivalent Volumes for which transportation service is desired for each Day of the immediately following Month. Shipper will give Company at least twenty-four hours written or confirmed electronic notice of any subsequent changes to its scheduled daily deliveries of natural gas flow. Should the Shipper fail to cause End User's gas to be supplied to the Company for transportation service, Shipper will immediately notify the Company of this condition.

b. Confirmation - The Company will confirm or deny monthly and daily nominations with the Interconnecting Party no later than one Business Day prior to gas flow. Nominations will not become effective until the Company has confirmed the nominated receipts with the Interconnecting Party. Shipper shall be responsible for verifying the availability of supplies from the Interconnecting Party prior to gas flow, and notify Interconnecting Party to make corresponding confirmations of supply to Company. Any discrepancy between Shipper's nominations to the Company and Shipper's nominations to the Interconnecting Party will result in Shipper receiving the lesser of these two quantities.

c. Delivery - Shipper will cause gas to be delivered to the Company by the Interconnecting Party at a constant flow rate throughout the day equal to an hourly flow rate of 1/24th of daily nomination. If gas is delivered to the Company by the Interconnecting Party at an inconsistent rate and Company operations are negatively affected, Company will have

Issued: <u>August 15, 2015</u> <small>(Month) (Day) (Year)</small>  Effective: <u>Upon Commission Approval</u> <small>(Month) (Day) (Year)</small>  By: <u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u> <small>(Signature of Officer) (Title)</small>	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 97 of 110 Sheets

authority to restrict Shipper's quantities or adjust End User's nomination to an amount that will eliminate any such negative effect on the Company's operations.

d. Pressure at Receipt Points - The Shipper shall cause any gas delivered to the Company to be at pressure sufficient to effect receipt of the gas by the Company against the pressure prevailing from time to time.

#### 4. Quality

a. Unless otherwise specified in an executed Gas Purchase Agreement, all gas tendered to the Company at any receipt point for transportation hereunder shall conform to the following specifications:

(1) Liquids: The gas shall be free from hydrocarbons and water in their liquid state at the temperature and pressure delivered.

(2) Hydrogen Sulfide: The gas shall contain not more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet.

(3) Sulfur: The gas shall contain not more than twenty (20) grains to total sulfur per one hundred (100) cubic feet.

(4) Carbon Dioxide: The gas shall contain not more than one percent (1%) by volume of carbon dioxide.

(5) Temperature: The temperature of the gas at the point of delivery or receipt by Buyer shall not exceed one hundred twenty degrees (120) Fahrenheit.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 98 of 110 Sheets

(6) Oxygen: The gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen.

(7) Water Vapor: The gas shall not contain in excess of seven (7) pounds of water in vapor phase per million cubic feet.

(8) Dust, Gums, etc.: The gas shall be commercially free of dust, gums, dirt, impurities and other solid matter.

(9) Heating Value: The gas shall have a gross heating value of not less than nine hundred fifty (950) Btu per cubic foot unsaturated or greater than one thousand one hundred (1100) Btu per cubic foot.

Notwithstanding the provisions of paragraphs (1) through (9) above, gas quality varies throughout segments of the Company's pipeline system based on the function of each segment. The quality of the gas delivered by Shipper to the Company must, in the Company's reasonable discretion, be compatible with the gas typically existing in the segment of the Company's pipeline into which Shipper makes delivery.

b. If, at any time, gas tendered to the Company for transportation shall fail to substantially conform to any of the applicable quality specifications and the Company notifies the Shipper of such deficiency, and such deficiency is not corrected with a reasonable period of time, the Company may, at its option, refuse to accept delivery pending correction of the deficiency by Shipper or continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications, in which event, prior to making such changes, the Company shall provide Shipper with an estimate of the costs that are expected to be incurred by the Company in effecting such changes and Shipper shall agree to reimburse the Company for all such costs incurred by the Company in effecting such changes; provided, however, that the

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 99 of 110 Sheets

Company may at any time refuse to accept delivery of gas which it considers to be unsafe or hazardous or to impair the operation or use of its facilities. 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 an executed Gas Storage Agreement.

c. The Company shall have the right to collect from all Shippers delivering gas to the Company at a common receipt point their volumetric pro rata share of the cost of any additional gas analysis and quality control equipment which the Company, at its sole discretion, determines is required to be installed at such receipt point to monitor the quality of gas delivered.

## 5. Measurement

a. The standard quantity for gas received and transported will be one million British thermal units (MMBtu) at a base pressure of the transporting pipeline at a temperature base of sixty (60) degrees Fahrenheit. The delivered quantity will be converted to hundred cubic feet (CCF) as the unit of measurement. In those instances where received and/or transported quantities are in thousand cubic feet (MCF), they will be converted to match the billing, or delivered, units.

b. All gas received, transported and delivered shall be measured at the Receipt Point by orifice meters or other acceptable methods to be installed, operated and maintained or caused to be installed, operated and maintained by the Company. Shippers shall make a non-refundable contribution to reimburse the Company for the cost of appropriate measurement equipment and installation thereof.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 100 of 110 Sheets

c. All gas received, transported and delivered shall be measured at the delivery point by existing meters which are installed, operated and maintained by the Company at such delivery points where the Shipper or Company purchases gas under an existing sales tariff.

d. The volume of gas transported hereunder shall be measured at each point of Receipt and each point of Delivery in accordance with the following:

(1) Orifice meters, if utilized, shall be installed and operated in accordance with the recommendation prescribed in "Orifice Metering of Natural Gas", Gas Measurement Committee Report No. 3, dated April 1955, of the American Gas Association or such subsequent changes thereto as are mutually agreed upon.

(2) It is assumed and agreed that atmospheric pressure is 14.4 pounds per square inch absolute and that the Reynolds' number factor "Fr", the manometer factor "Fm", the orifice thermal factor "Fa", the gauge location factor "Fl", and the expansion factor "Y" each equal (1).

(3) The gas delivered hereunder shall be measured at prevailing meter pressures and the volumes thereof shall be computed on a base of 14.65 psia on a temperate base of sixty (60) degrees Fahrenheit. Whenever the conditions of pressure and temperature differ from the above standard, conversion of the volumes from these conditions to the stranded conditions shall be made in accordance with Ideal Gas Laws corrected for deviation from Boyle's Law, and in accordance with methods and tables generally recognized and commonly used in the gas industry and in compliance with applicable laws, rules and regulations of governmental authorities having jurisdiction.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 101 of 110 Sheets

(4) Unless a determination of the actual temperature of the gas is made by the Company, the flowing temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit. Either party, at its option, may install a recording thermometer to properly record the temperature of the gas flowing through the meters, in which event the arithmetical average of the temperature recorded for each chart period shall be used in correcting the volume of gas measured during said period of said temperature base.

(5) Specific gravity determinations for the purpose of measurement computations shall be made annually, or as more often if found necessary in practice, at each meter in accordance with an approved method, and these determinations so made shall be used in calculating the volume of gas delivered hereunder.

(6) The deviation of the gas from Boyle's Law at the pressures, gravity and temperature under which said gas is delivered hereunder shall be determined by tests as often as is found necessary in practice. The apparatus and method to be used in making said test shall be in accordance with the recommendations of the National Bureau of Standards of the Department of Commerce or by other methods. Each test shall determine the corrections to be used in computations for the measurement of gas deliveries hereunder until the next test.

(7) The Company shall periodically determine the gross heating value of the gas by the use of an accepted type calorimeter, for cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two (32) degrees Fahrenheit.

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	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	



**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 102 of 110 Sheets

(8) Any Shipper shall have the right to inspect the Company's meters in the presence of representative of the Company and to ask for tests and witness the same, but Shipper in no way shall alter or in any manner disturb, manipulate or tamper with any of the Company's equipment. The Company shall test its meter periodically to verify the accuracy of such metering equipment. If, upon any test, any measuring equipment is found to be no more than two percent (2%) high or low, previous readings shall be considered correct in computing the deliveries of gas hereunder, but such equipment shall be adjusted at once to read accurately. If upon test, any measuring equipment is found to be inaccurate by an amount exceeding two percent (2%) at a reading corresponding to the average rate of flow for the period since the last preceding test, then any previous readings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period equal to one-half of the time elapsed since the date of the last test, not exceeding a correction period of thirty (30) days. All claims of either party as to the gas delivered and received otherwise than as shown by said meters must be submitted in writing by such respective party within one hundred eighty (180) days from the date of commencement of such claimed discrepancy.

**6. Warranty**

Shipper hereby warrants that the title to all gas delivered by Shipper for transportation hereunder is free from all liens and adverse claims, including liens to secure payment of production taxes, severance taxes, and other taxes. Shipper at all times shall have the obligation to make settlements for all royalties due and payments to mineral and royalty owners and to make settlements with

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
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	(Signature of Officer) (Title)	

**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 103 of 110 Sheets

all other persons having any interest in the gas sold hereunder; and Shipper shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expense arising out of or from adverse claims of any and all persons to said gas or to royalties, taxes, license fees, or charges thereon, which are applicable thereto or which may be levied and assessed thereon.

### 7. Force Majeure

a. In the event either the Company or its transportation Customer being rendered wholly or in part by force majeure unable to carry out their obligations to deliver or redeliver under this tariff, it is required that such party unable to render service must give notice and full particulars of such force majeure in writing or by facsimile to the other as soon as possible after the occurrence of the cases relied on, then the obligations, other than to make payments or amounts due hereunder, so far as they are affected by such force majeure, shall be suspended during the continuation of any liability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

b. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disputes, epidemics, landslides, lightning, earthquakes, fire, tornadoes, storms, floods, washouts, arrest and restraint of rules and ordinance or regulation promulgated by a government authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, sudden partial or sudden entire failure of wells, failure to obtain materials and supplies due to government regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence shall not require settlement of strikes or labor disputes against the better judgment of the party having the dispute.

Issued:	<u>August 15, 2015</u>	
	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
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By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 104 of 110 Sheets

c. In the event of a system emergency in which the supply of natural gas available to the Company in any area is less than the amount required to meet the demands of its sales Customers in that area as to which the unavailability of natural gas will imperil human life or health, the Company may defer delivery of the Customer's gas received (deferred gas) for a period not to exceed ten days or as soon thereafter as the Company is able to obtain replacement gas for delivery to the Customer. The Company shall reimburse the Customer an amount equal to the verifiable actual replacement cost of any alternative fuel used by the Customer to replace natural gas purchased by Company, provided that such deferred gas would not otherwise have been curtailed pursuant to the curtailment rules of the Company, applicable to the Customer during the Company as a purchased gas expense. The Company shall use its best efforts to notify the Customer 24 hours in advance of any such deferral, but shall not be liable for failure to give such advance notice when circumstances do not permit.

**8. Source of Gas**

In the event any potential Shipper desires to receive transportation service provided by the Company and the gas to be purchased by the Shipper and transported by the Company would be purchased by Shipper from a person, firm, partnership, corporation, or any other entity with which the Company has, prior to April 1, 1988, contracted to purchase gas for system supply under terms which require the Company to purchase gas without regard to the existence of or failure of markets in which to resell gas, the Company may, in its sole discretion, refuse to receive and transport such gas on behalf of Shipper unless and until the entity from which Shipper intends to purchase gas agrees, in writing, to credit the Company's purchase requirements to the extent of all volumes of gas actually purchased from said entity by Shipper and transported by the Company.

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	(Month) (Day) (Year)	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 105 of 110 Sheets

**G. OTHER END USER & SHIPPER TERMS & CONDITIONS****1. Billing & Payment**

Statements for transportation of End User's gas shall be rendered by the Company to the End User each month following delivery. If the End User fails to pay for the service provided under any tariff of the Company, then the Company may discontinue service in accordance with the Commission's rules and regulations governing natural gas service.

Statements for service rendered hereunder shall be deemed delinquent if payment is not received by the Company within fifteen (15) days after date of billing.

A late payment charge in an amount equal to two percent (2%) of the statement total will be added to any delinquent bill.

For transportation accounts not covered by an Aggregation Service Agreement, statements for balancing fees, scheduling fees and/or penalties shall be rendered by the Company to Shipper each month following delivery of associated transportation service to End User(s). If Shipper fails to pay for these fees then the Company shall be entitled to discontinue service to End User in accordance with the Commission's rules and regulations governing natural gas service.

For transportation accounts covered by an Aggregation Service Agreement, statements for Aggregation fees shall be rendered by the Company to Shipper each month following delivery of transportation gas to End User. In the event of non-payment, Shipper will no longer be qualified to aggregate individual meter points for purposes of determining imbalances on the Company's System for a minimum period of one year. Additionally Company will recalculate each End User account as if no Aggregation Service Agreement was in effect (which may include proration) and forward a bill to each affected End User for payment. Company shall be entitled to discontinue service to End User

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Regulatory Affairs

(Signature of Officer)

(Title)

Form RF  <b>THE STATE CORPORATION COMMISSION OF KANSAS</b>  <b>ATMOS ENERGY CORPORATION</b> (Name of Issuing Utility)  <b>ENTIRE SERVICE AREA</b> (Territory to which Schedule is applicable)  No Supplement or separate understanding shall modify the tariff as shown hereon.	Index No.  <b>SCHEDULE I: Rules and Regulations</b>  Replaces Rules & Regulations-All Divisions Filed January 26, 2004 through September 2007  Sheet 106 of 110 Sheets
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in accordance with the Commission's rules and regulations governing natural gas service if such bill is unpaid by End User.

All statements shall be deemed final as between the parties unless questioned in writing within one hundred twenty (120) days after the date of the bill unless transported volumes are reallocated by the Interconnecting Party. The monthly billing period shall be the same billing period as utilized by the Interconnecting Party delivering Shipper's gas into the Company's system.

2. Unavailability of Transportation Service

If End User returns or is converted to gas sales service, transportation service shall not be available to End User for a period of twelve (12) months. This provision may be waived by the Company in the event End User's unaffiliated Shipper fails to perform under the terms of the Gas Transportation Agency Agreement or Aggregation Service Agreement.

3. Conflicts

In the event any provision of an executed Transportation Service Agreement or Aggregation Service Agreement between the Company and a Shipper conflicts with or is inconsistent with any provision of these Rules and Regulations, the provisions of the executed Transportation Service Agreement shall control if the agreement has been approved by the Commission.

4. Shipper Confidentiality

All customer specific information will be treated as confidential and will not be released to any other party outside of the Company, except as necessary to provide service, without specific customer approval. Customer specific information will include all billing statement information, usage data and customer supplier/broker information. The Company shall notify the customer of any request to disclose such information and shall not disclose such information

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Effective: <u>Upon Commission Approval</u> (Month) (Day) (Year)	
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**THE STATE CORPORATION COMMISSION OF KANSAS****ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations****ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules &amp; Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 107 of 110 Sheets

except upon consent by customer or upon order or requirement issued by a duly constituted authority.

5. Other Provisions

It will be the responsibility of the Customer to pay all costs for additional facilities and/or equipment which may be required as a result of receiving transportation under this Transportation Tariff Rate (additional facilities may be required to allow for changing from weekly or monthly meter readings to a daily meter record for the billing period).

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	(Month) (Day) (Year)	
Effective:	<u>Upon Commission Approval</u>	
	(Month) (Day) (Year)	
By:	<u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u>	
	(Signature of Officer) (Title)	

Form RF

Index No.

**THE STATE CORPORATION COMMISSION OF KANSAS**

**ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations**

**ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules & Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 108 of 110 Sheets

**RESERVED FOR FUTURE USE**

Issued: <u>August 15, 2015</u> (Month) (Day) (Year)	
Effective: <u>Upon Commission Approval</u> (Month) (Day) (Year)	
By: <u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u> (Signature of Officer) (Title)	

Form RF

Index No.

**THE STATE CORPORATION COMMISSION OF KANSAS**

**ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations**

**ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules & Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 109 of 110 Sheets

**RESERVED FOR FUTURE USE**

Issued: <u>August 15, 2015</u> (Month) (Day) (Year)	
Effective: <u>Upon Commission Approval</u> (Month) (Day) (Year)	
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Form RF

Index No.

**THE STATE CORPORATION COMMISSION OF KANSAS**

**ATMOS ENERGY CORPORATION**

(Name of Issuing Utility)

**SCHEDULE I: Rules and Regulations**

**ENTIRE SERVICE AREA**

(Territory to which Schedule is applicable)

Replaces

Rules & Regulations-All Divisions

Filed January 26, 2004 through September 2007

No Supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 110 of 110 Sheets

**RESERVED FOR FUTURE USE**

Issued: <u>August 15, 2015</u> (Month) (Day) (Year)	
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By: <u>/s/ Jennifer Ries Vice President, Rates &amp; Regulatory Affairs</u> (Signature of Officer) (Title)	

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 216

SCHEDULE DTTC

MIDWEST ENERGY, INC.

(Name of Issuing Utility)

Company Wide

(Territory to which schedule is applicable)

Replacing Schedule DTTC Sheet 15

which was effective December 12, 2005

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 15 of 28 Sheets

**CUSTOMER RESPONSIBILITY (Continued)****5. Forms and Notices.**

All executed forms and notices are to be sent to:

Midwest Energy, Inc.  
 P.O. Box 898  
 1330 Canterbury Road  
 Hays, Kansas 67601  
 Attention: Energy Transportation Management  
 Fax #: 785-625-1487

Company personnel shall provide assistance as necessary to Customer when completing Company forms.

**6. ELECTRONIC FLOW MEASUREMENT (EFM)**

- a. Company shall require the installation of EFM for meters serving transportation accounts with peak deliveries of 5,000 MMBtu at a single location during any of the last twelve (12) billing periods in the event the pipeline upstream of the Company's facilities serving the Customer requires the Company to do daily balancing. Company shall install, operate and own all EFM equipment.
- b. Customer shall reimburse Company for the installed cost of EFM which shall become the sole property of Company. The cost for labor, material, and overhead costs associated with the installation shall be \$3,000. Payment shall be due from the Customer at the time such EFM equipment is installed.
- c. Company shall endeavor to coordinate the installation of all facilities required herein with a customer as soon as practicable following the effective date of this tariff. Company shall notify the customer of its intent to install EFM, as well as the scope and cost thereof.
  - i. Customer shall provide adequate space for installation of EFM
  - ii. Customer shall provide and maintain, at its cost, a dedicated telephone circuit according to Company's EFM Standards. Company and customer shall mutually agree upon electric power and telephone connection location

Effective May 1 2015  
 Month Day Year

By Earnest A. Lehman President  
 Earnest Lehman Signature of Officer Title

APPROVED BY  
 MIDWEST ENERGY, INC.  
 BOARD OF DIRECTORS  
 April 20, 2015

EXHIBIT B

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 217SCHEDULE DTTCMIDWEST ENERGY, INC.

(Name of Issuing Utility)

Replacing Schedule DTTC Sheet 16Company Wide

(Territory to which schedule is applicable)

which was effective December 12, 2005No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 16 of 28 Sheets**CUSTOMER RESPONSIBILITY (Continued)**

- iii. Customer's acceptance of Company's installation plan shall be assumed unless the Customer declines in writing within 15 days of Company's notice. The Customer shall, within 45 days of acceptance, complete the installation of the required telephone circuit, at the Customer's own expense, after which time the Company shall install EFM equipment
- d. A Customer which declines Company's EFM installation or which does not install and/or maintain an operable dedicated telephone circuit, as required by this tariff, shall be ineligible for Distribution Transportation Service. Company shall notify Customer of the need to install or maintain an operable dedicated telephone circuit and may, 45 days after such notification, disqualify such customer from transportation service.
- e. When an EFM installation includes an electronic correction device, and at a customer's request, Company may provide a data link or contact closure meeting Company's Standards from Company's EFM to customer at the meter site so the customer can receive data with the same type of output signal as Company. At the Customer's request, Company shall inspect and evaluate the Customer's connection during normal Company working hours.
- f. In the event the EFM should fail, uncorrected mechanical readings shall be used to establish the estimated corrected read, except for orifice meter installations where historical data shall be used to estimate billing data.

Effective May 1 2015  
Month Day YearBy Earnest A. Lehman President  
Earnest Lehman Signature of Officer TitleAPPROVED BY  
MIDWEST ENERGY, INC.  
BOARD OF DIRECTORS  
April 20, 2015

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule TI, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 29, Schedule TI, 5<sup>th</sup> Revised, Sheet 1 of 2  
 which was filed 5/16/2007

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

TRANSPORTATION SERVICES INDEXINDEX NUMBER

TABLE OF CONTENTS	29
DEFINITIONS	30
<b>RATE SCHEDULES</b>	
Small Commercial Transportation Service - Aggregated (SCTS-A)	31
Small Volume Transportation Service - Aggregated (SVTS-A)	32
Large Volume Transportation Service - Aggregated (LVTs-A)	33
Large Volume Transportation Service (LVTs)	34
Irrigation Transportation Service - Aggregated (ITS-A)	35
Optional Large Volume Transportation Service - Aggregated (OLVTS-A)	36
<b>OTHER TRANSPORTATION CHARGES</b>	37
Aggregation Charge	37
Daily Out-of-Balance Charge	37
Non-Telemetered Daily Balancing Service Charge	37
Unauthorized Delivery Charge	37
Monthly Cash-Out Charge	37
Line Loss Charge	37
Nomination Charge	37
<b>OPTIONAL TRANSPORTATION SERVICES</b>	38
Telemetered Daily Balancing Service	38
Firm Standby Service	38
Monthly Balancing Service	38
Negotiated Service	38
Return to Sales Service	38
Standby Service	38
Aggregator Billing Service	38
Aggregation Service	38

Issued \_\_\_\_\_  
 Month Day Year

Effective Feb. 20, 2009  
 Month Day Year

By \_\_\_\_\_  
 Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ

Approved  
 Kansas Corporation Commission  
 September 17, 2008  
 /S/ Susan K. Duffy

EXHIBIT C

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule TI, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 29, Schedule TI, 3<sup>rd</sup> Revised, Sheet 2 of 2  
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shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

TRANSPORTATION SERVICES INDEX (continued)INDEX NUMBER

## TRANSPORTATION SERVICES TERMS AND CONDITIONS

Balancing	39
Billing/Refunds	39
Curtailment/Interruption of Service	39
Delinquent Payment Penalty	39
Delivery Volume Requirement	39
Failure To Comply	39
Force Majeure	39
Gas Quality	39
Gas Supply	39
Laws, Regulations, and Orders	39
Liability	39
Measurement	39
Minimum Term	39
Nomination	39
Notification to Transport	39
Operational Balancing Agreement	39
Operational Flow Order Penalty	39
Recording and Telemetry Equipment	39
Return to Sales Service	39
Service Agreement	39
Successors and Assigns	39
Termination of Participation	39
Transportation Service Pipeline Capacity Assignment	39

Issued \_\_\_\_\_  
Month Day YearEffective Feb. 20, 2009  
Month Day YearBy \_\_\_\_\_  
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Steven M. Jurek Vice President, Regulatory Services

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Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TD, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 30, Schedule TD, 5<sup>th</sup> Revised, Sheet 1 of 4  
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shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

**TRANSPORTATION SERVICES DEFINITIONS**

**AGGREGATION** - The practice of combining the nominations and balancing of gas delivered to more than one end-user from receipt point(s) served by a common pipeline. Aggregation of End-Users is allowed only on a common pipeline. To qualify for aggregation service, irrigators must be served by a common pipeline, and all other Customers must be served by a common pipeline and be situated behind the same town border station, unless Aggregator subscribes to the Optional Aggregation Service. End-Users with telemetry may not be aggregated into the same Aggregation Pool as End-Users without telemetry.

**AGGREGATION POOL**: An "aggregation pool" shall be defined as one or more End-Users, with each End-Use meter qualifying under the applicable rate schedule for transportation service. End-Users in different rate classes (SCTS-A, SVTS-A, LVTS-A, ITS-A, or OLVTS-A) may not be aggregated into the same Aggregation Pool unless Aggregator subscribes to the Optional Aggregation Service. End-Users with telemetry may not be aggregated into the same Aggregation Pool as End-Users without telemetry. Any Supplier, Marketer or Broker that serves more than one End-User(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.

**AGGREGATOR** - A Customer who (as a marketer, supplier, or other entity) is responsible for the Aggregation of gas delivered to more than one end-user.

**BALANCING** - The effort to match the quantity of transport gas received by the Company for the account of a Customer with the quantity of the gas delivered to End-User(s) for the account of that Customer.

**CLOSED GATHERING SYSTEM** - Gathering system with only one supply source. An isolated system with no interconnects to an interstate pipeline, intrastate pipeline, or other source of gas besides the single supplier.

**CRITICAL DAY** - Any day during which, in the sole judgment of the interstate pipeline, service is limited due to capacity constraints, operational problems, or any other cause. It shall be deemed an Operational Flow Order (OFO) Day on Company's affected areas. Customer notification shall be as determined by the pipeline; no additional communication by Company shall be required.

**CUSTOMER** - Any person, association, firm, public or private corporation, or any agency of the federal, state, or local government or legal entity who has entered into a Service Agreement with Company for the transportation of gas hereunder. Customer may be the End-User or may be a third party supplier (or Aggregator) of gas to the End-User(s).

**DAILY NOMINATION REQUIREMENT** - The quantity of gas required to be delivered to Company at receipt point(s) for the account of Customer in order to meet 1) Customer's daily requirement for flowing gas (gas physically delivered to end-user(s)), 2) Losses, and 3) Correction of Customer's Out-of-Balance condition existing at the end of the preceding gas day.

Issued \_\_\_\_\_  
Month Day YearEffective Feb. 20, 2009  
Month Day YearBy \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ

Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule TD, Third Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 30, Schedule TD, 2<sup>nd</sup> Revised, Sheet 2 of 4,  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 4 Sheets

**TRANSPORTATION SERVICES DEFINITIONS (continued)**

**DAILY SCHEDULING TOLERANCE** - The maximum quantity of gas at the end of any Gas Day which Company will allow Customer to be Out-of-Balance without additional charge. Customer's Daily Scheduling Tolerance shall be determined as five percent (5%) of daily nominations.

**DAY** - See GAS DAY.

**DELIVERIES** - The quantity of gas delivered by Company to End-User for the account of Customer.

**DELIVERY POINT** - The location where the Company's gas distribution facilities are interconnected with the End-User's facilities. This location is where the Customer and the Company have agreed that all or part of the Receipts for the account of Customer will be transported and delivered by the Company to the End-User for the account of Customer.

**END-USER** - Any person, association, firm, public or private corporation, or any agency of the federal, state, or local government or other legal entity who physically accepts delivery from Company of gas transported hereunder.

**GAS DAY** - The 24 hour period which begins at 9:00 a.m Central Time and ends at 9:00 a.m Central Time the following day.

**LOSSES** - The quantity of gas used and/or lost as part of the Company's normal distribution system operation. Line loss charges will be the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA and applied on a volumetric basis to the quantity of gas delivered to the End-User.

**NOMINATION** - The quantity of gas that Customer causes to be delivered to Company at each Receipt Point for the account of Customer during a Gas Day. The quantity nominated must be equalized as far as practicable over the twenty four hour period and for the services provided hereunder is assumed to have been delivered to Company uniformly during each hour of the Gas Day.

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Month Day Year

By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule: TD, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

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Sheet 3 of 4 Sheets

**TRANSPORTATION SERVICES DEFINITIONS (continued)**

**OPERATIONAL BALANCING AGREEMENT** - An agreement between the Company and Customer which describes the manner in which differences between actual receipts into the Company's system and nominated quantities into Company's system will be resolved between the parties.

**OPERATIONAL FLOW ORDER** - A notice issued by the Company to Customer(s) requiring the delivery of specified quantities of gas to Company for the account of Customer at times deemed necessary by the Company to maintain system integrity and to assure continued service. An Operational Flow Order may be issued to the smallest affected area. For example, a single receipt point, receipt points on a pipeline, or the entire system. Notification shall be via Company's electronic bulletin board (<http://www.gastrackonline.com>). Any Critical Day declared by the interstate pipeline is also an OFO Day on Company's affected area, but customer notification shall come from the pipeline.

**OUT-OF-BALANCE** - A condition where cumulative Receipts fail to equal cumulative Deliveries. A Positive (Excess) Out-of-Balance condition exists when Receipts exceed Deliveries. A Negative (Deficiency) Out-of-Balance condition exists when Deliveries exceed Receipts. When a Customer is Out-Of-Balance, the Company has either provided gas to the Customer to meet an Underage (Deficiency), or stored gas for Customer to meet an Overage (Excess).

**OVERAGE** - An out-of-balance condition where Receipts exceed Deliveries. This condition reflects the cumulative extent Receipts exceed Deliveries since Receipts and Deliveries were last in balance. A Positive (Excess) Out-of-Balance condition is considered an Overage.

**PIPELINE SEGMENT** - A portion of a pipeline that has operating restrictions or pricing that is different from other portions of the same pipeline. Pipelines have various terms including line segment and zone. For purposes of the Optional Aggregation Service the Company will determine/inform the aggregator of the pipeline segments or zones for each pipeline.

**RECEIPTS** - The quantity of gas actually delivered to Company for the account of Customer at Receipt Point(s).

Issued \_\_\_\_\_  
Month Day YearEffective Feb, 20, 2009  
Month Day YearBy \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ  
Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy



**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule TD, Second Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 30, Schedule TD, 1<sup>st</sup> Rev, Sheet 4 of 4,  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 4 of 4 Sheets

**TRANSPORTATION SERVICES DEFINITIONS (continued)**

**RECEIPT POINT** - The location where Company physically receives gas delivered to Company for the account of Customer. This location is the interconnection between the Company and entity responsible for the delivery of Customer-owned gas to the Company. The Receipt Point is usually physically located at the Town Border Station upstream of the Delivery Point. The Receipt Point must be a location physically connected by company facilities to the Delivery Point. If, in the sole discretion of the Company, the Company can, operationally, contractually, and without adversely affecting the service to its other end-users, permit Customer to use a Receipt Point which is not physically connected through Company facilities to the Delivery Point(s), Company may waive the Receipt Point restriction.

**RECORDING EQUIPMENT** - Equipment which is capable of obtaining, accumulating, and storing data regarding gas flow for intervals equal to or less than twenty-four (24) hours in duration.

**SERVICE AGREEMENT** - An agreement entered into between Company and Customer, specifying the service(s) requested by Customer, method of billing, and term of agreement.

**SHUTOFF** - Service interruption initiated by Company, terminating service hereunder, to a Customer and/or End-User as a result of failure of Customer and/or End-User to pay Company for service or as a result of unsafe conditions.

**TELEMETRY** - Equipment which is capable of obtaining, accumulating, and transmitting to a central location, real time data regarding the gas flow.

**TRANSPORTATION SERVICE** - The physical and/or contractual movement of Customer-Owned gas through the Company's distribution system from Receipt Point(s) to Delivery Point(s).

**UNDERAGE** - An out-of-balance condition where Deliveries exceed Receipts. This condition reflects the cumulative extent Deliveries exceed Receipts since Deliveries and Receipts were last in balance. A Negative (Deficiency) Out-of-Balance condition is considered an Underage.

Issued \_\_\_\_\_  
Month Day YearEffective Feb, 20, 2009  
Month Day YearBy \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ

Approved

Kansas Corporation Commission

September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule SCTS-A, Second Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 31, Schedule SCTS-A, 1<sup>st</sup> Revised, Sheet 1 of 2,  
 which was filed 2/20/2009

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

**SMALL COMMERCIAL TRANSPORTATION SERVICE - AGGREGATED (SCTS-A)**

1. **Availability:** Service under this rate schedule is available to Customers (Aggregators), who cause gas to be delivered to individually metered, non-residential End-Users whose individual annual usage is anticipated to be less than or equal to 500 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
  
2. **Service Considerations:** Customer may modify End-Users aggregated under this rate schedule during the annual enrollment and change period, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.
  
3. **Monthly Charges:** End-User's Monthly Bill shall be determined as a sum of the following:
 

<u>Facility Charge:</u>	<u>\$26.45</u> per Delivery Point per Month
<u>Delivery Charge:</u>	<u>\$0.16833</u> per Therm Delivered
<u>L&amp;U Charge:</u>	the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the End-User.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective January 1, 2015  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
 Approved  
 Kansas Corporation Commission  
 December 16, 2014  
 /S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule SCTS-A, First Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 31, Schedule SCTS-A, Sheet 2 of 2  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

**SMALL COMMERCIAL TRANSPORTATION SERVICE - AGGREGATED (SCTS-A) (continued)**

**Other Charges Billed to Total Aggregated Pool:** As applicable from Tariff Sheet OTC, Index No. 37, including:

Aggregation Charge  
Daily Out-of-Balance Charge  
Non-Telemetered Daily Balancing Service Charge  
Unauthorized Delivery Charge  
Monthly Cashout Charge  
Nomination Charge

**Optional Services Billed to Either Aggregator or End-User:** As applicable from Tariff Sheets OTS, Index No. 38, including:

Telemetered Daily Balancing Service  
Firm Standby Service  
Monthly Balancing Service  
Negotiated Service  
Return to Sales Service  
Standby Service  
Aggregator Billing Service  
Aggregation Service

4. **General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb. 20, 2009  
Month Day Year

By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ  
Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule SVTS-A, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 32, Schedule SVTS-A, 4<sup>th</sup> Rev, Sheet 1 of 2,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

**SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)**

1. **Availability:** Service under this rate schedule is available to Customers (Aggregators), who cause gas to be delivered to individually metered, non-residential End-Users whose individual annual usage is anticipated to be above 500 Mcf and not exceed 5,000 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
2. **Service Considerations:** Customer may modify End-Users aggregated under this rate schedule during the annual enrollment and change period, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal small volume Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.

3. **Monthly Charges:** End-User's Monthly Bill shall be determined as a sum of the following:

**Facility Charge:** \$55.00 per Delivery Point per Month

**Delivery Charge:** \$0.14700 per Therm Delivered

**L&U Charge:** the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the End-User.

Issued \_\_\_\_\_  
Month Day Year

Effective January 1, 2015  
Month Day Year

By \_\_\_\_\_  
Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
Approved  
Kansas Corporation Commission  
December 16, 2014  
/S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule SVTS-A, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 32, Schedule SVTS-A, 3<sup>rd</sup> Rev, Sheet 2 of 2  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

**SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A) (continued)**

**Other Charges Billed to Total Aggregated Pool:** As applicable from Tariff Sheet OTC, Index No. 37, including:

Aggregation Charge  
Daily Out-of-Balance Charge  
Non-Telemetered Daily Balancing Service Charge  
Unauthorized Delivery Charge  
Monthly Cashout Charge  
Nomination Charge

**Optional Services Billed to Either Aggregator or End-User:** As applicable from Tariff Sheets OTS, Index No. 38, including:

Telemetered Daily Balancing Service  
Firm Standby Service  
Monthly Balancing Service  
Negotiated Service  
Return to Sales Service  
Standby Service  
Aggregator Billing Service  
Aggregation Service

4. **General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb. 20, 2009  
Month Day Year

By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved

Kansas Corporation Commission

September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule LVTS-A, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index 33, Schedule LVTS-A, 5<sup>th</sup> Rev Sheet 1 of 2  
 which was filed 2/20/2009

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

**LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (LVTS-A)**

1. **Availability:** Service under this rate schedule is available to Customers (Aggregators), who cause delivery to individually metered, non-residential end-users whose individual annual usage is anticipated to be above 5,000 Mcf and not exceed 9,000 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
2. **Service Considerations:** Customer may modify End-Users aggregated under this rate schedule as set forth in Index No. 39, Transportation Service Terms and Conditions unless, in the opinion of the Company, special circumstances exist. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.
3. **Monthly Charge:** End-User's Monthly Bill shall be determined as a sum of the following:
 

<u>Facility Charge:</u>	<u>\$350.00</u>	per Delivery Point per Month
<u>Delivery Charge:</u>	<u>\$0.06800</u>	per Therm Delivered
<u>L&amp;U Charge:</u>	the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.	

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective January 1, 2015  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
 Approved  
 Kansas Corporation Commission  
 December 16, 2014  
 /S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule LVTS-A, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 33, Schedule LVTS-A, 3<sup>rd</sup> Rev, Sheet 2 of 2  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

**LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (LVTS-A) (continued)**

**Other Charges Billed to Total Aggregated Pool:** As applicable from Tariff Sheet OTC,  
Index No. 37, including:

Aggregation Charge  
Daily Out-of-Balance Charge  
Non-Telemetered Daily Balancing Service Charge  
Unauthorized Delivery Charge  
Monthly Cashout Charge  
Nomination Charge

**Optional Services Billed to Either Aggregator or End-User:** As applicable from Tariff  
Sheets OTS, Index No. 38, including:

Telemetered Daily Balancing Service  
Firm Standby Service  
Monthly Balancing Service  
Negotiated Service  
Return to Sales Service  
Standby Service  
Aggregator Billing Service  
Aggregation Service

4. **General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb. 20, 2009  
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By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule LVTS, Seventh Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

 Replacing: Index 34, Schedule LVTS, 6<sup>th</sup> Rev, Sheet 1 of 1  
 which was filed 2/20/2009

 No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

**LARGE VOLUME TRANSPORTATION SERVICE (LVTS)**

1. **Availability:** Service under this rate schedule is available to individually metered non-residential end-use or wholesale Customers, whose annual usage is anticipated to exceed 9,000 Mcf and do not use gas for irrigation pumping. This service is available in all service areas in Kansas.
2. **Service Considerations:** Customer is responsible for costs associated with the Company acquiring and installing telemetry equipment at the delivery point.
3. **Monthly Charge:** End-User's Monthly Bill shall be determined as a sum of the following:
 

<u>Facility Charge:</u>	\$350.00	per Delivery Point per Month
<u>Delivery Charge:</u>	\$0.06800	per Therm Delivered
<u>L&amp;U Charge:</u>	the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.	

Other Charges Billed to Total Aggregated Pool: As applicable from Tariff Sheet OTC, Index No. 37, including:

Daily Out-of-Balance Charge	Unauthorized Delivery Charge
Monthly Cashout Charges	Nomination Charge

Optional Services Billed to Either Aggregator or End-User: As applicable from Tariff Sheet OTS, Index No. 38, including:

Telemetered Daily Balancing Service	Firm Standby Service
Monthly Balancing Service	Negotiated Service
Return to Sales Service	Standby Service
4. **General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

 Issued \_\_\_\_\_  
                     Month                    Day                    Year

 Effective January 1, 2015  
                     Month                    Day                    Year

 By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
 Approved  
 Kansas Corporation Commission  
 December 16, 2014  
 /S/ Thomas A. Day



**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule ITS-A, Sixth Revised

**KANSAS SERVICE AREA**

Replacing: Index 35, Schedule ITS-A, 5<sup>th</sup> Rev, Sheet 1 of 2  
 which was filed 2/20/2009

(Territory to which schedule is applicable)

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

**IRRIGATION TRANSPORTATION SERVICE - AGGREGATED (ITS-A)**

1. **Availability:** Service under this rate schedule is available to Customers (Aggregators) who cause to be delivered not less than 10,000 Mcf per year to individually metered, non-residential End-Users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
  
2. **Service Considerations:** Customer may modify those End-Users aggregated under this rate schedule during either of the two (2) enrollment and change periods in the year, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, irrigation Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing recording equipment. Should the pipeline delivering gas to the Company or the Company, in its sole opinion, require installation of recording equipment to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing recording equipment.
  
3. **Monthly Charge:** Customer's Monthly Bill shall be determined as a sum of the following:
 

<u>Facility Charge:</u>	\$30.00	per Delivery Point per Month
<u>Delivery Charge:</u>	\$0.05100	per Therm Delivered
<u>L&amp;U Charge:</u>	the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.	

Issued \_\_\_\_\_  
                     Month                Day                Year

Effective January 1, 2015  
                     Month                Day                Year

By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS

Approved

Kansas Corporation Commission

December 16, 2014

/S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule ITS-A, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 35, Schedule ITS-A, 3<sup>rd</sup> Rev, Sheet 2 of 2  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

**IRRIGATION TRANSPORTATION SERVICE - AGGREGATED (ITS-A) (continued)**

**Other Charges Billed to Total Aggregated Pool:** As applicable from Tariff Sheet OTC,  
Index No. 37, including:

Aggregation Charge  
Daily Out-of-Balance Charge  
Non-Telemetered Daily Balancing Service Charge  
Unauthorized Delivery Charge  
Monthly Cashout Charges  
Nomination Charge

**Optional Services Billed to Either Aggregator or End-User:** As applicable from Tariff  
Sheet OTS, Index No. 38, including:

Telemetered Daily Balancing Service  
Firm Standby Service  
Monthly Balancing Service  
Negotiated Service  
Return to Sales Service  
Standby Service  
Aggregator Billing Service  
Aggregation Service

4. **General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb. 20, 2009  
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By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OLVTS-A, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 36, Schedule OLVTS-A, 3<sup>rd</sup> Rev, Sheet 1 of 2  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

**OPTIONAL LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (OLVTS-A)**

1. **Availability:** Service under this **optional** rate schedule is available to Customers (Aggregators), who cause delivery to individually metered, non-residential end-users whose individual annual usage is anticipated to be above 9,000 Mcf and not exceed 30,000 Mcf; i.e. only customers from the LVTS rate schedule (Index No. 34) with annual usage above 9,000 Mcf and not to exceed 30,000 Mcf. This service is available in all service areas in Kansas.
2. **Service Considerations:** Customer may modify End-Users aggregated under this rate schedule as set forth in Index No. 39, Transportation Service Terms and Conditions unless, in the opinion of the Company, special circumstances exist. Service under this optional rate schedule requires recording equipment or telemetry at the delivery point. Customer is responsible for costs associated with the Company acquiring and installing telemetry equipment at the delivery point.
3. **Monthly Charge:** End-User's Monthly Bill shall be determined as a sum of the following:

**Facility Charge:**                      **\$350.00**                      per Delivery Point per Month

**Delivery Charge:**                      **\$0.06800**                      per Therm Delivered

**L&U Charge:**                      the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.

**Other Charges Billed to Total Aggregated Pool:** As applicable from Tariff Sheet OTC, Index No. 37, including:

Aggregation Charge  
Daily Out-of-Balance Charge  
Unauthorized Delivery Charge  
Monthly Cashout Charge  
Nomination Charge

Issued \_\_\_\_\_  
Month                      Day                      Year

Effective January 1, 2015  
Month                      Day                      Year

By \_\_\_\_\_  
Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
Approved  
Kansas Corporation Commission  
December 16, 2014  
/S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OLVTS-A, Second Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 36, Schedule OLVTS-A, 1<sup>st</sup> Rev, Sheet 1 of 2  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

**OPTIONAL LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (OLVTS-A)**  
**(Continued)**

Optional Services Billed to Either Aggregator or End-User: As applicable from Tariff  
Sheets OTS, Index No. 38, including:

Telemetered Daily Balancing Service  
Firm Standby Service  
Monthly Balancing Service  
Negotiated Service  
Return to Sales Service  
Standby Service  
Aggregator Billing Service  
Aggregation Service

4. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

Issued \_\_\_\_\_  
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Effective Feb. 20, 2009  
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By \_\_\_\_\_  
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Steven M. Jurek Vice President, Regulatory Services

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/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule OTC, Seventh Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

 Replacing: Index 37, Schedule OTC, 6<sup>th</sup> Rev, Sheet 1 of 8  
 which was filed 2/20/2009

 No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 1 of 8 Sheets

**OTHER TRANSPORTATION CHARGES**

The following charges shall apply to Customers taking service under Company's Transportation Rate Schedules:

1. **AGGREGATION CHARGE**: An aggregation charge shall be charged per pool of End-Users when they form a pool for the purpose of nominating and balancing transportation deliveries on a common pipeline and behind a town border station. This charge is in addition to the monthly charges set forth in the Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, ITS-A, and OLVTS-A. This charge shall be a one-time charge of \$100.00 per pool of End Users.
2. **DAILY OUT-OF-BALANCE CHARGE**: A daily charge shall apply to any Customer served through Northern Natural Gas, Colorado Interstate Gas, Panhandle Eastern Pipeline or any other pipeline that subsequently adopts daily scheduling charges, and whose Out-of-Balance Condition exceeds the Daily Scheduling Tolerance. This daily charge is applied to the daily quantities by which Customer's Out-of-Balance Condition exceeds Customer's Daily Scheduling Tolerance. Actual daily delivery quantities shall be used to determine the Out-of-Balance Condition for Customers with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the Out-of-Balance Condition for Customers without recording equipment or telemetry, or where such equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data including nominated quantities, meter readings, Customer load characteristics, actual weather conditions, and other information.

This daily charge is accumulated and assessed monthly. This charge is in addition to the charges set forth in each of the Company's Transportation Rate Schedules. For each pipeline, the FERC approved charges apply. The monthly charge for any Customer served through Northern Natural Gas shall be the sum of the following charges:

 Issued \_\_\_\_\_  
                     Month                    Day                    Year

 Effective January 1, 2015  
                     Month                    Day                    Year

 By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
 Approved  
 Kansas Corporation Commission  
 December 16, 2014  
 /S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule OTC, Second Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 3<sup>rd</sup> Rev, Sheet 2 of 7,  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

- A. **Daily Scheduling Charges, Normal Days.** On days of Normal temperature and Normal deliveries, the following charges will be in effect:
1. A tolerance of +/- 5% of confirmed nomination will be applied.
  2. For consumption within tolerance, no scheduling charges will be applied.
  3. For consumption outside tolerance, a scheduling charge shall be applied to the volume exceeding tolerance equal to the maximum effective Northern Natural Gas TI rate for the Customer's market area.
- B. **Daily Scheduling Charges, System Overrun Limitation.** On days that interstate pipelines declare a System Overrun Limitation as defined in their tariff, the following charges will be in effect:
1. For consumption greater than the confirmed nomination, the following charges will be applied:
    - a. For consumption up to 105% of confirmed nomination, \$1.00 per Dekatherm in excess of confirmed nomination up to 105%.
    - b. For consumption greater than 105% of confirmed nomination, \$10.77 per Dekatherm in excess of 105% of confirmed nomination.
  2. For consumption less than the confirmed nomination, there is no charge.

Issued \_\_\_\_\_  
Month Day YearEffective Feb. 20, 2009  
Month Day YearBy \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule OTC, Third Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 2<sup>nd</sup> Rev, Sheet 3 of 7,  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

- C. **Daily Scheduling Charges, System Underrun Limitation.** On days that interstate pipelines declare a System Underrun Limitation as defined in their tariff, the following charges will be in effect:
1. For consumption greater than the confirmed nomination, there is no charge.
  2. For consumption less than the confirmed nomination, \$1.00 per Dekatherm.
- D. **Daily Scheduling Charges, Critical Days.** On days that interstate pipelines declare a Critical Day as defined in their tariff, the following charges will be in effect:
1. For consumption greater than the confirmed nomination, the following charges will be applied:
    - a. For consumption up to 102% of confirmed nomination, \$15.00 per Dekatherm in excess of confirmed nomination up to 102%.
    - b. For consumption greater than 102% up to 105% of confirmed nomination, \$22.00 per Dekatherm in excess of 102% up to 105% of confirmed nomination.
    - c. For consumption greater than 105% up to 110% of confirmed nomination, \$56.50 per Dekatherm in excess of 105% up to 110% of confirmed nomination.
    - d. For consumption greater than 110% of confirmed nomination, \$113.00 per Dekatherm in excess of 110% of confirmed nomination.
  2. For consumption less than the confirmed nomination, there is no charge.

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Month Day YearBy \_\_\_\_\_  
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Steven M. Jurek Vice President, Regulatory Services

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Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OTC, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 3<sup>rd</sup> Rev, Sheet 4 of 7  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 4 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

On Critical Days Daily Out-of-Balance Charges otherwise applicable shall be waived if Customer is in an Overage condition. When Operational Flow Orders have been made, Daily Out-of-Balance Charges otherwise applicable shall be waived if Customer is in an Overage condition.

3. **NON-TELEMETERED DAILY BALANCING SERVICE CHARGE:** All non-telemetered aggregation pools on Northern Natural Gas, Southern Star, and any other pipeline that subsequently adopts daily scheduling charges shall subscribe to this balancing service. The charge shall be \$0.0090 per Therm per month for Company's Transportation Rate Schedules SCTS-A, SVTS-A, ITS-A, and LVTS-A. Customers shall be exempt from Daily Out of Balance Charges, except during a critical day or when an operational flow order is imposed.
4. **UNAUTHORIZED DELIVERY CHARGE:** An unauthorized delivery charge shall apply to Customer(s) whose receipts are less than deliveries during a Critical Day or when an Operational Flow Order is imposed. This daily charge is accumulated and assessed monthly. This charge is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This charge shall apply when Deliveries or Operational Flow Ordered quantities are in excess of Receipts. For the purpose of applying this provision, deliveries shall be reduced by any quantity contracted under the optional Firm Standby Service.

The monthly charge shall be \$2.00 per Therm per day on Operational Flow Order days. On Critical Days, Negative Out-of Balance conditions shall be charged as follows: Up to 5% of confirmed nominations shall be charged at \$2.00 per Therm. The remaining Negative Out-of-Balance condition shall be charged at \$11.30 per Therm. [For aggregated pools only, if the aggregator delivers to the Company a volume equal to the volume of capacity assigned to the pool, no unauthorized delivery charges will be assessed.]

Issued \_\_\_\_\_  
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Month Day YearBy \_\_\_\_\_  
Signature

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Approved

Kansas Corporation Commission

September 17, 2008

/S/ Susan K. Duffy



**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule OTC, Third Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 2<sup>nd</sup> Rev, Sheet 5 of 7  
which was filed 5/4/2005No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 5 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

If additional deliveries to End-User(s) beyond those nominated are made which result in the Company incurring pipeline charges or penalties, the Company shall have the option to allocate such penalties and charges to the Customer on a basis determined by the Company.

5. **MONTHLY CASHOUT CHARGES:** At the end of each calendar month, Customer is required to balance its receipts and deliveries. Any variance between Customer's receipts and deliveries will result in the following "cash out" of imbalance volumes:

A. **Northern Natural Gas Pipeline.** For Customers on Northern Natural Gas Pipeline the difference between confirmed nominated volumes and actual consumption will be charged or credited to the Customer based on the appropriate Market Index Price (MIP). The basis for the MIP shall be the average weekly prices as quoted for the Ventura and Demarc points in Gas Daily for a 5 week period starting on the first Tuesday of the calendar month for which the MIP is being established and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period.

1. The MIPs shall be determined as follows:

- a. High MIP: The highest weekly average during the 5-week period for the applicable month, plus pipeline fuel at the effective pipeline fuel rate, plus pipeline commodity at the effective pipeline commodity rate, plus a capacity release value, which will be deemed to be \$0.07 per Dekatherm.
- b. Low MIP: The lowest weekly average during the 5-week period for the applicable month, plus pipeline fuel at the effective pipeline fuel rate, plus pipeline commodity at the effective pipeline commodity rate.
- c. Average MIP: The average of the weekly averages during the 5-week period for the applicable month, plus pipeline fuel at the effective pipeline fuel rate, plus pipeline commodity at the effective pipeline commodity rate.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb. 20, 2009  
Month Day Year

By \_\_\_\_\_  
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Approved

Kansas Corporation Commission

September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule OTC, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 5<sup>th</sup> Rev, Sheet 6 of 7  
 which was filed 2/27/2008

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 6 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

2. The cashout mechanism, including tiering, will be applied based on the following Table:

<u>Imbalance Level</u>	<u>Due Company</u>	<u>Due Customer</u>
0%-3%	High MIP x 100%	Low MIP x 100%
For the increment greater than 3% up to 5%	High MIP x 102%	Low MIP x 98%
For the increment greater than 5% up to 10%	High MIP x 110%	Low MIP x 90%
For the increment greater than 10% up to 15%	High MIP x 120%	Low MIP x 80%
For the increment greater than 15% up to 20%	High MIP x 130%	Low MIP x 70%
For the increment greater than 20%	High MIP x 140%	Low MIP x 60%

3. Imbalances caused by meter error and prior period adjustments will be cashed out at the 0%-3% tier using the average MIP.
4. Example: If the nominated volume was 100 Dekatherms and the actual consumption was 115 Dekatherms, there is an imbalance of 15 Dekatherms due the Company. The transportation customer would owe the Company the following amount using the above hypothetical high MIP (\*):

3 Dekatherms at MIP x 100%	\$13.50
2 Dekatherms at MIP x 102%	9.18
5 Dekatherms at MIP x 110%	24.75
5 Dekatherms at MIP x 120%	<u>27.00</u>
	\$74.43

(\*) A hypothetical price of \$4.50 per Dekatherm is used for illustration purposes only.

5. If the pipeline provides an imbalance to storage option, and the transporter has a storage account on the pipeline, the Company and transporter may transfer imbalances to or from pipeline storage accounts, provided certain conditions are met. If the transaction would cause the Company's storage account to breach any contractual limitations, or would otherwise cause undue harm to the Company's management of its storage accounts, the storage transfer may not be allowed. If there are any charges

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September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OTC, Eighth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 7<sup>th</sup> Rev, Sheet 7 of 7  
which was filed 2/27/2008No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 7 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (continued)**

from the pipeline to effectuate the storage transfer, the customer will be responsible for payment of such actual costs.

**B. WTG Hugoton, LP.** For Customers on WTG Hugoton Pipeline the difference between confirmed nominated volumes and actual consumption will be charged or credited to the customer based on the Imbalance Index Price (IIP).

1. The IIP shall be determined each month and shall be equal to the arithmetic average of the five average weekly prices at Panhandle, TX-Okla, as published in "Gas Daily", plus applicable pipeline transportation charges plus fuel. The five-week period is defined as beginning on the first Tuesday of the calendar month for which the IIP is being established and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period. Imbalance quantities will be dollar valued using the IIPs set forth above.
2. If a price discovery is eliminated or redefined, or ceases to be published in "Gas Daily," Company will use the new IIP pricing methodology as amended in WTG Hugoton's tariffs.
3. The cashout mechanism, including tiering, will be applied based on the following Table:

<u>Imbalance Level</u>	<u>Due Company</u>	<u>Due Customer</u>
0%-3%	IIP x 1.00	IIP x 1.00
For the increment greater than 3% up to 5%	IIP x 1.02	IIP x 0.98
For the increment greater than 5% up to 10%	IIP x 1.10	IIP x 0.90
For the increment greater than 10% up to 15%	IIP x 1.20	IIP x 0.80
For the increment greater than 15% up to 20%	IIP x 1.30	IIP x 0.70
For the increment greater than 20%	IIP x 1.40	IIP x 0.60

**C. All Other Pipelines.** For Customers on all other pipelines, the cashout mechanism will be applied based on the following Table:

Issued \_\_\_\_\_  
Month Day Year

Effective Feb, 20, 2009  
Month Day Year

By \_\_\_\_\_  
Signature

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Approved  
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September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule OTC, Third Revised

**KANSAS SERVICE AREA**  
 (Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 2<sup>nd</sup> Rev, Sheet 8 of 8  
 which was filed 2/20/2009

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

Sheet 8 of 8 Sheets

**OTHER TRANSPORTATION CHARGES (Continued)**

<u>Imbalance Level</u>	<u>Overage</u> <u>(Company Pays Customer)</u>	<u>Underage</u> <u>(Customer Pays Company)</u>
First 5% of Nomination	100% of ADIP	100% of ADIP
Greater than 5% Up to 15%	80% x ADIP	120% x ADIP
Greater than 15%	60% x ADIP	140% x ADIP

The Average Daily Index Price (ADIP) is equal to the average for the month of the daily midpoint prices as published in "Gas Daily" for the applicable pipeline points, plus applicable pipeline transportation charges, plus fuel. For pipelines that have no published daily index an appropriate surrogate for ADIP will be used. For Tallgrass (formerly Kinder Morgan Interstate Gas Transmission), an average of the ADIP's for Panhandle Eastern Pipeline (X2) and SouthernStar Central Gas Pipeline will be used. For ONEOK Field Services, 104% of Inside FERC for Northern Natural Gas-Demarcation plus \$1.15 will be used. For Colorado Interstate Gas, NGPL Midcontinent index will be used.

6. **LINE LOSS CHARGES:** Line loss charges will be the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the End-User.
  
7. **NOMINATION CHARGE:** The timetable for nominations to the Company can be found in the Transportation Services Terms and Conditions on Index 39. A nomination charge shall apply to customers (End-User or Aggregator) whose nomination to the Company's internet-enabled electronic bulletin board (EBB), known as Gas Track Online (GTO) is incorrect. The charge shall be \$25.00 per occurrence. An occurrence is any time the confirmed pipeline nomination and the nomination in GTO do not match. The Nomination charge will not be assessed more than once on the same End-User in the same billing month. Charges will not be assessed due to pipeline allocation changes.

Issued \_\_\_\_\_  
                     Month                Day                Year

Effective January 1, 2015  
                     Month                Day                Year

By \_\_\_\_\_  
                     Signature

Steven M. Jurek, Vice President – Regulatory Services

14-BHCG-502-RTS  
 Approved  
 Kansas Corporation Commission  
 December 16, 2014  
 /S/ Thomas A. Day

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule OTS, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index 38, Schedule OTS, 4<sup>th</sup> Rev, Sheet 1 of 5  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 5 Sheets

**OPTIONAL TRANSPORTATION SERVICES**

The following optional services are available to transportation Customers. Customers may choose those services which best serve their needs. Customers shall designate on their Service Agreement which, if any of the following services they desire. All Optional Transportation Service charges are in addition to the monthly charges in the Company's Transportation Rate Schedules.

1. **TELEMETERED DAILY BALANCING SERVICE:** Under this optional service, Customer is provided additional operating flexibility through additional balancing tolerances in excess of normal Daily Scheduling Tolerances. This service is available for a minimum term of one (1) year for all schedules except Irrigation Service, which shall have a minimum term of six (6) months. The charge for this service, when subscribed to, shall be \$0.0090 per Therm per month for Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, ITS-A, and OLVTS-A. The charge for this service under Schedule LVTS shall be negotiated.

Subscribers to this service shall be exempted from Daily Out of Balance Charges, except during a critical day or when an operational flow order is imposed.

2. **FIRM STANDBY SERVICE:** Under this optional service, Customer requests Company to provide firm standby service to Customer that will be available when Customer's own gas supply is interrupted or otherwise insufficient to meet Customer's requirements. This service is available for a minimum term of one (1) year. This service, when subscribed to, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This monthly charge shall be the sum of the following:

Demand Charge: One-hundred percent (100%) of the Current Demand Charge Component in Company's PGA per Therm delivered to Customer per Month

Sales Gas Charge: Company's Current Gas Cost plus \$ 0.01 per Therm of Firm Standby Service gas delivered to Customer per Month

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Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved

Kansas Corporation Commission

September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OTS, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index 38, Schedule OTS, 4<sup>th</sup> Rev, Sheet 2 of 5  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 5 Sheets

**OPTIONAL TRANSPORTATION SERVICES (Continued)**

A Customer may elect to withdraw from the Firm Standby Service by notifying Company and making payment to Company of an amount equal to the sum of the remaining contract months Demand Charge.

3. **MONTHLY BALANCING SERVICE:** Under this optional service, Customer is provided additional flexibility in being able to balance their receipts with deliveries on a monthly basis. Customer may negotiate a tolerance window and various cashout rates for overage and underage conditions. This service is available for a minimum term of one (1) year for all schedules, except Irrigation Service, which shall have a minimum term of six (6) months. This monthly charge is in addition to the monthly charges set forth in Company's Transportation Rate Schedules SCTS-A, SVTS-A, ITS-A, LVTS-A, LVTs, and OLVTS-A.
4. **NEGOTIATED SERVICES:** Under this optional service, Customer may request Company to negotiate the charges associated with the transportation of Customer-owned gas. The Company's decision to enter into discounted service agreement and the amount of the discount will be subject to review by the Commission at the Company's next rate case for the purpose of setting future rates. Discounted service agreements shall be granted only to retain or obtain a Customer who has a credible competitive alternative available. The amount of the discount from the maximum approved tariff rate shall be the least necessary to retain or obtain the customer.

Where discounted service agreements involve the Company's marketing affiliate, the Company shall file with the Commission a copy of the agreement, with all supporting documentation and worksheets, within ten (10) days of the date of the agreement.

- A. **Delivery Charge.** If Customer elects to negotiate the Delivery Charge, and if Customer and Company cannot agree on a price, Company shall not be obligated to deliver Customer's gas until such time as a price can be agreed upon. Customer shall continue to be responsible for applicable tariff charges.

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/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule OTS, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index 38, Schedule OTS, 3<sup>rd</sup> Rev, Sheet 3 of 5,  
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shall modify the tariff as shown hereon.

Sheet 3 of 5 Sheets

**OPTIONAL TRANSPORTATION SERVICES (Continued)**

If Customer elects to negotiate the Delivery Charge, it may be negotiated from time-to-time. In no event shall the price negotiated be less than the incremental costs of serving the Customer plus \$0.001/Therm or greater than two (2) times the otherwise effective Delivery Charge set forth in the applicable Rate Schedule.

A Customer who agrees to the negotiated Delivery Charges under this option does so with the full understanding that the charges for delivering Customer-owned gas are mutually agreed upon by both Company and Customer. Customer acknowledges that the negotiated charge may be more or less than the otherwise applicable Delivery Charge.

In the event the negotiated charge exceeds the applicable Delivery Charge, such excess will be collected by the Company only until such time as the recovery of the accumulated discounts plus an additional fifty percent (50%) of the applicable Delivery Charge occurs.

- B. Other Charges. If Customer elects to negotiate other charges and the Company agrees to said negotiation, then such charges may be negotiated.
- C. Acknowledgements. Customer expressly acknowledges that Company, in negotiating charges with Customer, will endeavor to maximize the charges associated with the transportation of Customer-owned gas. Company expressly acknowledges that the Customer, in negotiating charges with Company, will endeavor to minimize the charges associated with transporting Customer-owned gas. As a result, both parties acknowledge that there may be occasions when it is not possible for the Customer and Company to agree upon a negotiated charge associated with the transportation of Customer-owned gas. On those occasions when Customer and Company do not agree on a negotiated charge, Company shall not be obligated to provide service(s) at a charge less than stated under the applicable Rate Schedule.

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September 17, 2008

/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OTC, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index 38, Schedule OTC, 4<sup>th</sup> Rev, Sheet 4 of 5  
which was filed 5/16/2007No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 4 of 5 Sheets

**OPTIONAL TRANSPORTATION SERVICES (Continued)**

- D. Service Agreements. Customer shall enter into a Service Agreement. This service is available for a minimum term of one (1) year for Customers served under the SCTS-A, SVTS-A, LVTS-A, LVTS, and OLVTS-A rate schedules, and six months for Customers served under schedule ITS-A. A Customer may elect to withdraw from the Negotiated Service by notifying Company and making payment to Company of an amount equal to any discount provided by Company. In the event Company collects sums in excess of those under the applicable Rate Schedule, no refund shall be made to Customer.

This service, when subscribed to by Customer, is a negotiated adjustment to charges set forth in the Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, LVTS, ITS-A, and OLVTS-A.

5. **RETURN TO SALES SERVICE:** Under this optional service, Customer (or Customer for the account of End-User) requests Company to allow Customer or End-User the ability to return to the applicable sales tariff for their full requirement gas supply. Customer shall notify Company of intent to return to the applicable sales tariff prior to the beginning of Customer's or End-User's meter reading cycle unless the notification requirement is waived by Company. This service is available for a minimum term of one (1) year. This service, when subscribed to, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This monthly charge shall be the sum of the following:

Demand Charge: Fifty percent (50%) of the Current Demand Charge Component in Company's PGA per Therm delivered to Customer per Month, reduced by any Demand Charge amount contracted under optional Firm Standby Service.

A Customer may elect to withdraw from the Return to Sales Service by notifying Company and making payment equal to the sum of the remaining contract months Demand Charge.

Issued \_\_\_\_\_  
Month Day Year

Effective Feb, 20, 2009  
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By \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

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/S/ Susan K. Duffy



**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule OTS, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 38, Schedule OTS, 3<sup>rd</sup> Rev, Sheet 5 of 5  
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shall modify the tariff as shown hereon.

Sheet 5 of 5 Sheets

**OPTIONAL TRANSPORTATION SERVICES (Continued)**

6. **STANDBY SERVICE:** Under this optional service, Customer requests Company, on a most reasonable efforts basis, to attempt to supply service to Customer when their own gas supply is interrupted. The service is only available to Customers with delivery points equipped with recording equipment or telemetry. This service, when subscribed to by Customer, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. The charges for this service will be the Dispatcher's quoted rate for the gas supply provided.
7. **AGGREGATOR BILLING SERVICE:** Under this optional service, Aggregator requests that Company bill the Aggregator's transportation customers for the natural gas sold by Aggregator. The charge for this service shall be negotiated. In no event shall the price negotiated be less than the incremental costs of providing the service. Aggregator shall be required to execute a Billing Services Agreement.
8. **AGGREGATION SERVICE:** Under this optional service, Aggregator is provided additional flexibility in being able to nominate and balance their transportation receipts and deliveries for SCTS-A, SVTS-A, ITS-A, LVTS-A, and OLVTs-A end-users by pipeline segment as defined by the Company. End-users with recording equipment (telemetry) shall establish a separate pool from those without recording equipment. This service is available for a minimum of one (1) year. The charge for this service shall be \$0.00425 per Therm per month.

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Month Day YearBy \_\_\_\_\_  
Signature

Steven M. Jurek Vice President, Regulatory Services

07-BHCG-1063-ACQ  
Approved  
Kansas Corporation Commission  
September 17, 2008  
/S/ Susan K. Duffy

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TTC, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 5<sup>th</sup> Rev, Sheet 1 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS**

The following terms and conditions shall apply to Customers taking service under Company's Transportation Rate Schedules:

1. **Balancing:** Customer shall have the obligation to balance gas receipts (transportation gas delivered to Company at the Receipt Point), with thermally equivalent gas deliveries (transportation gas delivered by Company to End User(s) at the Delivery Point(s)) on a monthly basis. In those areas where daily balancing applies, the Customer shall also have the obligation to balance on a daily basis. The difference between cumulative Receipts and cumulative Deliveries is considered an Out-of-Balance condition.

Upon termination of service hereunder, either the Customer shall purchase sufficient quantities of gas to satisfy any Negative Out-of-Balance condition or the Company shall purchase Customer's Positive Out-of-Balance quantities. These purchases shall be completed in accordance with the provisions of Company's Monthly Cashout Service. In addition, Customer shall be responsible for any other applicable charge(s) set forth in Company's Transportation Rate Schedules.

Delivery from systems with a single source of gas supply will use the transporting entity's statement as to volumes and heating value shall be taken as conclusive. Delivery from systems with multiple sources of gas supply shall be determined based on the heating value of the gas delivered to the End-User to determine the requirement for thermal balancing.

2. **Billing/Refunds:** The order of gas delivery for purposes of billing calculations will initially be to utilize Customer owned gas, including correction of any imbalance conditions and then utilize sales gas based on Company's applicable tariffs. Refunds from Company's sales made during the period will not be made to transport Customers.
3. **Curtailment/Interruption of Service:** Transportation service provided by Company is based on Company's best efforts to deliver for the account of Customer, gas received for the account of the Customer. In the event of Force Majeure or system capacity limitations, it may be necessary to interrupt deliveries from time to time. If, in the sole opinion of Company, Transportation service interruption or curtailment is required, Company shall endeavor to curtail deliveries on the affected parts of its system in the following order. Irrigation, Large Volume, Small Volume, Small Commercial. (Note: Lower priced services shall be curtailed prior to services provided at higher prices).

Issued \_\_\_\_\_  
Month Day Year

Effective March 31, 2016  
Month Day Year

By \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR

Approved

Kansas Corporation Commission

March 31, 2016

/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TTC, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 4<sup>th</sup> Rev, Sheet 2 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

If Company is required to curtail Transportation service, then such interruptions or curtailments shall be governed by Company's curtailment provisions associated with sales gas service, which are contained in Section 10 of Company's General Rules and Regulations.

Notwithstanding any provision to the contrary herein, Company may fully or partially curtail service to transportation service Customers when, in Company's opinion, curtailment or interruption is necessary to protect the delivery of gas to Customers with higher priority uses, or to protect the integrity of its system. Company shall allocate, as equitably as practicable, the capacity which is available, taking into consideration priority of use of other factors it deems necessary to ensure public health and safety.

4. **Delinquent Payment Penalty:** A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after the date of billing.
5. **Delivery Volume Requirement:** The Company is not required to deliver volumes of gas in excess of receipts.
6. **Failure to Comply:** If Customer (or End-User) fails to comply with or perform any of the obligations of its part, the Company shall have the right to give Customer written notice of the Company's intention to terminate the Transportation on account of such failure, then the Company shall have the right to terminate such Transportation at the expiration of five days after the giving of said notice unless the Customer shall make good such failure. Termination of such Transportation for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer from its obligation to make payment of any amount or amounts due or to become due from the Customer to the Company under the applicable Schedule. In order to resume Transportation after termination of service hereunder, it shall be necessary for Customer to reapply for service.

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Month Day YearEffective March 31, 2016  
Month Day YearBy \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR  
Approved  
Kansas Corporation Commission  
March 31, 2016  
/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule TTC, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 4<sup>th</sup> Rev, Sheet 3 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

7. **Force Majeure:** The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

If either the Company or Customer is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any Rate Schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch.

Notwithstanding the foregoing, the service provided by Company hereunder is limited to the transportation of Customer owned gas received by the Company for the account of Customer. In the event of a force majeure condition which restricts or limits Customer's ability to cause to be delivered to Company gas for the account of the Customer, Company is under no obligation to deliver gas to End-User for account of Customer which has not been received by Company for account of Customer. Company is under no obligation to sell gas to Customer or End-User beyond that contracted by Customer under the Firm Standby Service provision herein.

8. **Gas Quality:** All Customer-owned gas transported hereunder shall be of commercial quality. If, in Company's sole opinion, the gas tendered for transportation is not of commercial quality or is gas which will adversely impact the gas stream of Company, said gas shall not be transported.
9. **Gas Supply:** Customer shall arrange for the purchase of gas other than Company's supply and for the delivery of such gas to a Company receipt point(s). Customer shall execute a written Service Agreement for transportation services pursuant to the applicable Rate Schedule containing such terms and conditions as Company may reasonably require.

Issued \_\_\_\_\_  
Month Day YearEffective March 31, 2016  
Month Day YearBy \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR  
Approved  
Kansas Corporation Commission  
March 31, 2016  
/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule TTC, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 4<sup>th</sup> Rev, Sheet 4 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 4 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

10. **Laws, Regulations, and Orders:** All Agreements and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the Agreement.
11. **Liability:** Gas shall be and shall remain the property of the Customer while being transported and delivered by the Company. The Company shall not be liable to the Customer for any loss arising from or out of Gas Transportation Service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the Customer with other gas supplies. The Customer shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
12. **Measurement:** All transport gas shall be measured on a Btu basis. Measurement shall be based on available information regarding volumes received and delivered, pressure and temperature conditions, and energy content of the gas stream. Company shall, at its sole discretion, determine the measurement equipment required to determine the receipts and deliveries of Customer owned gas transported hereunder.
13. **Minimum Term:** Customers shall have a minimum term of one (1) year service under the SCTS-A, SVTS-A, LVTS-A, LVTs, and OLVTS-A rate schedules, and six months under schedule ITS-A. Customers on the Company's sales service who wish to initiate transportation service shall have at least one (1) month on Company's sales service before initiating transportation service. The Company at its sole discretion may allow a term less than the one (1) year or six month minimums.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective March 31, 2016  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR  
 Approved  
 Kansas Corporation Commission  
 March 31, 2016  
 /s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TTC, Ninth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 8<sup>th</sup> Rev, Sheet 5 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 5 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

14. **Nomination:** Customers are required to nominate daily. All nominations must be provided via the Company's internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and must include volumes to be transported by receipt point(s) and delivery point(s). All nominations for the Timely and Evening cycles for next day gas flow are due as set forth on the table below:

<b>Timely</b>	Timely Day-Ahead Nomination Deadline	1:00 PM Central Clock Time
<b>Evening</b>	Evening Day-Ahead Nomination Deadline	6:00 PM Central Clock Time

Customers requesting same day gas flow are subject to the intra-day nomination cycles set forth below, and such requests will be accepted by the Company on a best effort basis. In addition, as noted in the schedule set forth below, intra-day natural gas nominations that have priority over other classes of service can displace or "bump" that flowing service, scheduled and flowing transportation, except as set forth below:

<b>Intra-day 1</b>	ID 1 Nomination Deadline Start of Gas Flow IT Bump Rights	10:00 AM Central Clock Time 2:00 PM Central Clock Time bumpable
<b>Intra-day 2</b>	ID 2 Nomination Deadline Start of Gas Flow IT Bump Rights	2:30 PM Central Clock Time 6:00 PM Central Clock Time bumpable
<b>Intra-day 3</b>	ID 3 Nomination Deadline Start of Gas Flow IT Bump Rights	7:00 PM Central Clock Time 10:00 PM Central Clock Time no bump

Note: IT means Interruptible Transportation

The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provisions, including but not limited to, monthly cashout.

Issued \_\_\_\_\_  
Month Day Year

Effective March 31, 2016  
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By \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR

Approved

Kansas Corporation Commission

March 31, 2016

/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC****d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TTC, Sixth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule: TTC, 5<sup>th</sup> Rev, Sheet 6 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 6 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

15. **Notification for Enrollment and Changes to Transport:** Customer, either individually or on behalf of aggregated End-User(s), shall notify Company of their intent to begin or change service to End-User under the applicable transportation rate schedules through the filing of an End User/Customer Transport Authorization Form or amendment thereto with Company. Enrollment in transportation service or any changes to service (for example, a change in Aggregator) shall take place annually for End-Users under SCTS-A and SVTS-A rate schedules and semi-annually for End-Users under the ITS-A rate schedule.

b. Notification for End-User under SCTS-A and SVTS-A shall be received by the Company at least thirty (30) days prior to June 1 each year. Customers are on specified billing cycles that may not begin and end on a calendar month basis. Any enrollment or change in End-User transportation service shall begin with the customer's June nomination.

c. Notification for End-User under ITS-A rate schedule shall be received by the Company at least thirty (30) days prior to April 1 with the understanding that any enrollment or change in End-User transportation service shall begin with the customer's April nomination; and notification shall be received by the Company at least thirty (30) days prior to November 1 each year with the understanding that any enrollment or change in End-User transportation service shall begin with the customer's November nomination.

d. Notification for End-User under LVTS-A, and OLVTS-A shall be received by the Company at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month.

Notification shall include Customer and End-User(s) names and addresses; account number; service(s) to be subscribed for; billing information; and other information as Company or Customer may deem appropriate. Transportation Service will not commence until Customer has executed an End User/Customer Transport Authorization Form. Customer(s) who notifies Company on behalf of End-User of their intent to provide Transportation Service to End-User without End-User's approval shall pay a penalty of \$100 per End-User occurrence. Repeated occurrences by Customer will result in Customer not being permitted to continue Transportation Service. Any Supplier, Marketer or Broker that serves one or more End-User(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.

Termination of participation in an Aggregator's pool by an End-User, whether by choice of Aggregator or End-User, may necessitate a determination by Company of the amount of capacity needed to serve the End-User. Capacity determined necessary to serve End-User may be assigned to Company or Aggregator of End-User's choice.

Issued \_\_\_\_\_  
Month Day Year

Effective March 31, 2016  
Month Day Year

By \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR

Approved

Kansas Corporation Commission

March 31, 2016

/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
 (Name of Issuing Utility)

Schedule TTC, Fifth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 4<sup>th</sup> Rev, Sheet 7 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 7 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

16. **Operational Balancing Agreement (OBA)**: Company shall have the right, but not the obligation, to enter into an OBA with any party delivering gas into the Company's system. Company shall at its sole discretion and on a nondiscriminatory basis determine which supplies necessitate an OBA with a Customer. Nothing in any OBA shall limit the Company's right to take any action that may be required to maintain system integrity.
17. **Operational Flow Order Penalty**: Customer(s) who fail to deliver to Company for the account of Customer(s), specified Operational Flow Ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Customer(s) who repeatedly fail to deliver to Company specified Operational Flow Order quantities of gas will not be permitted to continue Transportation Service.
18. **Recording and Telemetry Equipment**: If, in Company's sole opinion, existing equipment is not sufficient to measure service under the applicable rate schedule, Company may install such equipment as it deems necessary. Company shall be allowed access for maintaining and operating such equipment. Customer shall be responsible for the costs associated with the Company acquiring and installing recording and/or telemetry equipment at the delivery point. When telemetry equipment is installed, the End-User will be required to provide telephone or other interfaces agreed to by the Company along with electrical connections available at the meter location.
19. **Return to Sales Service**: End-use Customer(s) or End-User(s) to whom the Company delivers gas hereunder do not purchase gas supplied by the Company. The service provided by the Company does not include the acquisition of gas and gas reserves for the sale to such end-use Customer or End-User. End-use Customer(s) or End-User(s) who receive gas delivered by the Company hereunder have no claim to purchase gas from the Company or from any of the Company's affiliates. Notwithstanding the foregoing, if an end-use Customer or End-User desires to purchase gas from the Company, Company will make its best efforts to accommodate said end-use Customer or End-User, if such accommodation does not adversely affect service to any of Company's other Customers. If an end-use Customer or End-User desires Company to maintain gas reserves so that Company will assure that said end-use Customer or End-User can purchase gas from Company, end-use Customer or End-User (or Customer for the account of End-User) must subscribe for Company's Return to Sales Service.

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Month Day YearEffective March 31, 2016  
Month Day YearBy \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

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 Approved  
 Kansas Corporation Commission  
 March 31, 2016  
 /s/ Amy L. Gilbert



**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**

(Name of Issuing Utility)

Schedule TTC, Fourth Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 3<sup>rd</sup> Rev, Sheet 8 of 8,  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 8 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

20. **Service Agreement:** Each prospective Customer under the LVTS rate schedule is required to execute a Service Agreement. Such Service Agreement shall specify the service(s) requested by Customer, the method under which Customer elects to be billed, and the term of the agreement. The Company, at its sole discretion, may require customers under other rate schedules to execute a Service Agreement.

Each prospective Customer under SCTS-A, SVTS-A, ITS-A, LVTS-A, and OLVTS-A rate schedules shall execute an End User/Customer Transport Authorization Form with their Aggregator. In the event a current transportation customers changes Aggregators, customer shall execute a new End User/Customer Transportation Authorization Form.

Regardless of billing arrangements elected by Customer or End-User, they shall be responsible for payment for all service(s) provided.

21. **Successors and Assigns:** Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under an Agreement. No other assignment of an Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an Agreement may occur.
22. **Termination of Transportation:** Customer, either individually or on behalf of aggregated End-User(s) shall notify Company whenever an End-User terminates transportation service. If End-User intends to return to the Company's sales service, notification is required at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month. If such notification is not provided within said time frame, then service shall not terminate until the first day of the next applicable nomination calendar month.

Issued \_\_\_\_\_  
Month Day Year

Effective March 31, 2016  
Month Day Year

By \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR  
Approved  
Kansas Corporation Commission  
March 31, 2016  
/s/ Amy L. Gilbert

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC**  
**d/b/a BLACK HILLS ENERGY**  
(Name of Issuing Utility)

Schedule TTC, Second Revised

**KANSAS SERVICE AREA**

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 1<sup>st</sup> Rev, Sheet 8 of 8  
which was filed 2/20/2009No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 9 of 9 Sheets

**TRANSPORTATION SERVICES TERMS AND CONDITIONS (Continued)**

23. **Transportation Service Pipeline Capacity Assignment:** The Company is offering its Customers additional flexibility in how they purchase and receive gas for their use. Customers may purchase their gas directly from a marketer, supplier, or other entity and then, under the Transportation Rate Schedules, decide which services shall be used to bring the gas to their end-use location. While there are a few necessary charges associated with the Transportation Rate Schedule, most have been left as optional, allowing the Customer to choose and pay for only the service(s) they want or require.

Consistent with the above and as a condition of Customer being able to subscribe to Company's Transportation Rate Schedules, Customer agrees to accept pro-rata assignment of Company's pipeline capacity based on the firm peak day requirements for Customer's end-use or for Customer's aggregated End-Users. The quantity of pipeline capacity assigned may be updated monthly to reflect any changes in Customer's end-use peak day requirements or Customer's aggregated end-user(s) peak day requirements.

The capacity assignment shall be for the remaining contract term at the maximum rate as published in the pipeline's tariff. After assignment, Customer shall deal directly with the interstate pipeline on all matters concerning this capacity.

If an End-User wishes to return to firm sales service, Company shall have the following options:

- a. Accept the End-User as a firm sales customer without condition,
- b. Accept the End-User as a firm sales customer only if the customer brings an equivalent amount of firm capacity to serve customer's firm requirements,
- c. Accept the End-User as an interruptible customer only.

Issued \_\_\_\_\_  
Month Day Year

Effective March 31, 2016  
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By \_\_\_\_\_  
Signature

Robert J. Amdor, Manager – Regulatory Affairs

16-BHCG-390-TAR  
Approved  
Kansas Corporation Commission  
March 31, 2016  
/s/ Amy L. Gilbert

KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)

SCHEDULE EFMRALL RATE AREAS

(Territory to which schedule is applicable)

Replacing Schedule EFMR Sheet 1which was filed April 14, 2005

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 3 SheetsELECTRONIC FLOW MEASUREMENT RIDERAPPLICABILITY

Applicable to all customers served under rate schedules STk, STt, LVtk, LVTt, Wtk and WtT and located in and around the communities specified in the Index. Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 25.00 per meter for each meter upon which Electronic Flow Measurement equipment (EFM) is installed, plus any charge to reimburse Company for the installed cost of the EFM.

DEFINITIONS AND CONDITIONS

1. EFM shall be required on all meters serving transportation accounts, except for the provisions of Definition and Condition #2 (below). Company shall install, operate, and own all EFM. Company shall provide and bill the customer the actual cost for any requested assistance beyond maintenance to Company's EFM and/or connection.
  - a. The requirements of this provision shall be judged to have been met pending a customer's sequential assignment to Company's EFM installation schedule.
  - b. Company may, at its sole discretion, waive the requirements of this provision for a customer which uses gas primarily during Company's off-peak season.
  - c. A customer which declines Company's EFM installation, or which does not provide a Contribution in Aid of Construction (CIAC), or which does not install and/or maintain an operable dedicated telephone circuit, all as required by this rider, shall be ineligible for transportation service. Company shall promptly notify a customer of the need to install or maintain an operable dedicated telephone circuit and may, 45 days after such notification, disqualify such customer from transportation service.

Issued	December	10	2012
	Month	Day	Year
Effective	January	1	2013
	Month	Day	Year

By David N. Dittmore  
DAVID N. DITTEMORE, Manager-Regulatory Affairs

12-KGSG-835-RTS  
Approved *APK*  
Kansas Corporation Commission  
December 5, 2012  
/S/ Patrice Petersen-Klein

KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.

SCHEDULE EFMR

## ALL RATE AREAS

(Territory to which schedule is applicable)

Replacing Schedule EFMR Sheet 2

which was filed September 22, 2003

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 3 Sheets


ELECTRONIC FLOW MEASUREMENT RIDER (Cont.)

2. RDQ Balancing: Notwithstanding the provisions above, according to the Required Daily Quantity (RDQ) Balancing provisions in Section 11, Pipeline System Restrictions & Priorities of Company's General Terms and Conditions for Gas Service (GTC), a customer may agree to deliver during a Period of Curtailment (POC) a predetermined RDQ of natural gas to a transportation service meter which records a peak-month usage of less than 1,500 Mcf in the most recent 12 month period ending April 30, in lieu of the Company's requirement to install EFM. However, meters upon which EFM equipment has already been installed shall not be eligible for the RDQ Balancing option and the customer shall be subject to all charges set out in the Net Monthly Bill section.
3. A customer shall reimburse Company for the installed cost of EFM which shall become the sole property of Company. This CIAC for labor, material, and overhead costs associated with the installation shall be:
 

\$ 1,600 per meter	if the customer's existing measurement facilities do not require the use of an electronic correction device as part of the EFM, or
\$ 3,400 per meter	if the customer's existing measurement facilities include or require the use of an electronic correction device as part of the EFM.
4. A customer shall make an additional CIAC sufficient to cover the cost of any non-EFM related work performed and/or equipment installed at the customer's request. All such facilities and/or equipment shall become the sole property of Company. Payment shall be due from the customer at the time equipment is installed, except that Company may permit the customer to finance the EFM over a four year period at 8% per annum.
5. Company shall endeavor to coordinate the installation of all facilities required herein with a customer as soon as practicable following the effective date of this rider. Company shall notify the customer of its intent to install EFM, as well as the scope and estimated cost thereof.
  - a. A customer shall provide adequate space for the installation of the EFM.
  - b. A customer shall provide and maintain, at its cost, a dedicated telephone circuit or a Company-accepted alternative, according to Company's EFM Standards. Company and the customer shall mutually agree upon electric power and telephone connection location.

Issued	December	10	2012
	Month	Day	Year
Effective	January	1	2013
	Month	Day	Year

By David N. D. Dittemore  
DAVID N. DITTEMORE, Manager-Regulatory Affairs

12-KGSG-835-RTS   
Approved  
Kansas Corporation Commission  
December 5, 2012  
/S/ Patrice Petersen-Klein

KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)

SCHEDULE EFMR

## ALL RATE AREAS

(Territory to which schedule is applicable)

Replacing Schedule EFMR Sheet 3  
which was filed September 22, 2003

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 3 Sheets

ELECTRONIC FLOW MEASUREMENT RIDER (Cont.)

- c. A customer's acceptance of Company's installation plan shall be assumed unless the customer declines in writing within 15 days of Company's notice. The customer shall, within 45 days of acceptance, complete the installation of the required telephone circuit, at the customer's own expense, after which time Company shall install EFM equipment.
6. When an EFM installation includes an electronic correction device, and at a customer's request, Company may provide a data link or contact closure meeting Company's Standards from Company's EFM to the customer at the meter site so the customer can receive data with the same type of output signal as Company. At the customer's request, Company shall inspect and evaluate the customer's connection during normal Company working hours.
7. Upon a customer's written request made prior to April 30 of each year, and agreement by Company given prior to May 31 of that same year and which shall not be unreasonably withheld, Company may credit 50% of assessed and paid Overrun Penalties incurred by the customer in the preceding winter heating season of November through March, to EFM. The credit shall be limited to the per meter CIAC required by Definition and Condition #2 (above). A credit for EFM is available only on new, Company-installed EFM and when Company is not assessed Overrun Penalties for a similar time period pursuant to a pipeline's authorized tariff.
8. In the event the EFM should fail, uncorrected mechanical readings shall be used to establish the estimated corrected read, except for orifice meter installations where historical data shall be used to estimate billing data.
9. A customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EFM or customer connection and other necessary equipment to serve the customer unless it shall be affirmatively proved that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel.
10. Service under this rider is subject to the provisions and applicable charges contained in Company's GTC or successor documents, approved by the Commission.
11. All provisions of this rider are subject to changes made by order of the Commission.

Issued	December	10	2012
	Month	Day	Year
Effective	January	1	2013
	Month	Day	Year

By David N. Dittmore  
DAVID N. DITTEMORE, Manager-Regulatory Affairs

12-KGSG-835-RTS  
Approved  
Kansas Corporation Commission  
December 5, 2012  
/S/ Patrice Petersen-Klein

KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)

SCHEDULE GITRate Area 'I'

(Territory to which schedule is applicable)

Replacing Schedule GIT Sheet 1  
which was filed December 18, 2008

No supplement or separate understanding  
shall modify the tariff as shown herein.

Sheet 1 of 2 SheetsGAS IRRIGATION TRANSPORTATION SERVICEAVAILABILITY

Available in and around the communities specified in the Index to nonresidential customers at single locations for the purpose of crop irrigation. Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 36.00 Service Charge, plus

Applicable adjustments and charges provided in Company's Gas System  
Reliability Surcharge Rider, plus

\$ 1.6819 Delivery Charge per Mcf for all gas delivered, plus

Applicable adjustments and charges provided in Company's Ad Valorem Tax  
Surcharge Rider.


The Net Monthly Bill shall be no less than the Service Charge plus any minimum charges set forth in a customer's Service Agreement.

DEFINITIONS AND CONDITIONS

1. Qualification for this rate schedule shall be determined by the customer's use of the natural gas delivered thereunder and for crop irrigation. No minimum usage shall be required to qualify for transportation service under this rate schedule.
2. Company may base a bill on a customer's normal meter reading cycle, but may issue that bill at the beginning of the next billing month. Although the bill may indicate a different period, it shall reflect actual information obtained from the regular-cycle meter reading.
3. Service under this rate schedule shall be terminated upon notification by the customer, but not before the next regular-cycle meter reading date.

Issued	December	10	2010
	Month	Day	Year
Effective	January	1	2013
	Month	Day	Year

By David N. Dittmore  
DAVID N. DITTEMORE, Manager-Regulatory Affairs

12-KGSG-835-RTS   
Approved  
Kansas Corporation Commission  
December 5, 2012  
/S/ Patrice Petersen-Klein

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 37.2KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GIT1

Rate Area 't'

(Territory to which schedule is applicable)

Replacing Schedule GIT1 Sheet 2  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 2 of 2 SheetsGAS IRRIGATION TRANSPORTATION SERVICE (Cont.)

4. The Delivery Charge may be reduced by Company to meet a competitive alternative to Company's delivery service. The customer shall be required to sign a special agreement listing the reduced charge, term of service and other conditions of the service to be provided to the customer. Discounts shall be subject to the following conditions:
  - a. The rate reduction must be necessary to retain or obtain a customer who has a credible competitive alternative available.
  - b. The amount of the discount from the maximum approved tariff rate must be the least necessary to retain or obtain the customer.
  - c. Under the discounted rate, the customer must, at a minimum, cover all incremental costs of serving that customer, plus make a contribution to common fixed costs.
  - d. Company's decision to enter into a discounted service agreement and the amount of the discount shall be subject to review at Company's next rate case.
  - e. In situations where the discounted service agreement involves a Company affiliate, Company shall file with the Commission a copy of the agreement with all supporting documentation and worksheets, within 10 days of the date of the agreement.
5. Transportation service is provided for the charge specified in the NET MONTHLY BILL section when supplied from Company's existing facilities. When additional facilities are needed to serve a customer, an additional charge may be required.
6. Multiple meter installations, installed at a single location for a customer's convenience, shall be billed additional Service Charges for each additional meter installation. Usage recorded on these multiple meters shall be aggregated for purposes of qualifying for this rate schedule.
7. Transportation service under this rate schedule is subject to the provisions and applicable charges contained in Company's GTC or successor documents, approved by the Commission.
8. All provisions of this rate schedule are subject to changes made by order of the Commission

Issued	July	15	2004
	Month	Day	Year
Effective	July	14	2004
	Month	Day	Year
By	/S/		
	LARRY G. WILLER, DIRECTOR		

04-KGSG-1099-TAR  
Approved  
Kansas Corporation Commission  
July 14, 2004  
/S/ Susan K. Duffy