

Appendix A. Measure Details

Residential

Envelope Measures

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
Canned lighting air tight sealing	4	20	\$64	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Door-weatherstripping & sweeps	52	5	\$336	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Duct repair and sealing	57	18	\$364	DEER 2008	DEER 2008
Infiltration control (weatherstripping & caulking windows)	56	15	\$400	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Insulation--ceiling (R-38)	126	20	\$522	DEER 2005	DEER 2005
Insulation--ceiling (R-49)	84	20	\$285	DEER 2005	DEER 2005
Insulation--duct (R-4)	31	20	\$237	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Insulation--floor (R-25)	47	20	\$942	DEER 2005	DEER 2005
Insulation--wall (2x4, R-11 w/ R-5 sheathing)	44	20	\$2,004	Black Hills Energy - Colorado Residential Potential	DEER 2005
Insulation--wall (2x6, R-19)	83	20	\$1,539	Black Hills Energy - Colorado Residential Potential	DEER 2008
Insulation--wall (2x6, R-19 + R-5 sheathing...~ R-26)	93	20	\$2,519	Black Hills Energy - Colorado Residential Potential	DEER 2005
Thermal door (R-5)	11	12	\$348	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential

Space and Water Heating

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
Furnace AFUE >= 94%	88	20	\$718	DEER 2008 09-11	DEER 2008 Cost Values
Furnace AFUE >= 96%	100	20	\$817	DEER 2008 09-11	DEER 2008 Cost Values
Water Heater EF >= 0.67	13	11	\$262	DEER 2008 09-11	DEER 2008 Cost Values
Condensing Water Heater (EF>=0.80)	39	13	\$774	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Tankless Water Heater	71	20	\$446	DEER 2008 09-11	DEER 2008 Cost Values
Boiler AFUE >=85%	32	20	\$1,108	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Boiler AFUE >=90%	60	20	\$2,373	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Drain Heat Recovery	7	20	\$696	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Integrated Space and Water Heat >= 84%CAE	79	20	\$4,626	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Thermostat--Multi-Zone	36	12	\$927	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Furnace Maintenance	36	1	\$101	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Boiler Maintenance	36	1	\$101	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Duct repair and sealing	57	18	\$364	DEER 2008	DEER 2008
Insulation - Duct (R-8)	47	20	\$301	Black Hills Energy -	Black Hills Energy -

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
				Colorado Residential Potential	Colorado Residential Potential

Audit Measures

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
Faucet Aerator	6	9	\$10	DEER 2005	DEER 2005
Hot Water Pipe insulation	8	15	\$2	DEER 2005	DEER 2005
Low Flow showerhead	8	10	\$31	DEER 2005	DEER 2005
Turn Down space heating thermostat	-77	12	\$54	DEER 2005	DEER 2005
Infiltration Control	52	15	\$336	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential
Water Heater Thermostat Setback	6	5	\$0	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential

Commercial

Audit Measures

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
Low-Flow Spray Heads	65	5	\$10	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Low-Flow Showerheads	15	10	\$62	DEER 2005	DEER 2005
Water Heater Tank Insulation	4	10	\$47	DEER 2005	DEER 2005
Infiltration Control	9	10	\$75	Black Hills Energy - Colorado Residential Potential	Black Hills Energy - Colorado Residential Potential

Prescriptive Measures

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
High-Efficiency Commercial Furnace 94% AFUE	1545	18	\$7,042	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
High-Efficiency Commercial Furnace 96% AFUE	1729	18	\$7,995	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Residential-Sized HE Water Heater (<= 60 Gal.) 0.67 - 0.79EF	23	11	\$354	DEER 2008 09-11	DEER 2008 Cost Values
0.80 EF Condensing Water Heater (res size)	58	13	\$1,126	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Tankless Water Heater (res size)	106	20	\$622	DEER 2008 09-11	DEER 2005
Setback Thermostat (Professional Installation)	294	11	\$78	DEER 2005	DEER 2005

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings	Source: Cost
Setback Thermostat (Self-Installation)	294	11	\$78	DEER 2005	DEER 2005
Convection oven	66	12	\$402	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Residential Sized HE Boiler 85-89% AFUE <300kBTUh	5799	20	\$2,241	DEER 2005	DEER 2005
Residential Sized HE Boiler >=90% AFUE <300kBTUh	2755	20	\$5,418	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Insulation Ceiling to R-38	126	20	\$7,402	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Insulation Ceiling to R-49	161	20	\$8,839	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Insulation Wall R-21	147	20	\$3,440	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Insulation Floor R-19	170	20	\$4,055	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Infiltration Control 0.65 -> 0.35 ACH	459	10	\$3,734	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Conveyor Oven	643	10	\$2,695	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Fryer	177	8	\$2,583	Black Hills Energy - Colorado Commercial Potential	DEER 2005
Broiler	106	10	\$201	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Steam Cooker	396	10	\$2,278	Black Hills Energy - Colorado Commercial	Black Hills Energy - Colorado Commercial

Measure Name	Annual Savings (therms)	Life (years)	Incremental Cost	Source: Energy Savings Potential	Source: Cost Potential
Doors R-5	38	12	\$348	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Doors R-11	57	12	\$182	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Swimming Pool Covers	145	10	\$1,345	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Spa Covers	44	10	\$382	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential
Vent Damper	103	12	\$320	Black Hills Energy - Colorado Commercial Potential	Black Hills Energy - Colorado Commercial Potential

Appendix B. Monthly Normal Usage

TARIFF	2005						2006						Average NO Cust
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
RS	92,279	93,794	92,357	92,424	93,359	94,619	95,065	95,047	95,398	95,121	94,736	93,916	94,010
SC	8,116	8,117	8,092	8,097	8,207	8,286	8,337	8,358	8,356	8,287	8,258	8,189	8,225
SVF	1,173	1,170	1,173	1,177	1,169	1,176	1,159	1,175	1,186	1,181	1,181	1,176	1,175
SVI	62	63	63	64	64	62	62	63	66	70	71	71	65
LVF	33	34	33	33	34	34	32	34	32	31	30	30	33
LVI	13	13	13	12	13	12	12	12	13	11	11	11	12

	RS			SC			SVF			SVI	LVF			LVI
	Test Year Therms	Weather Adj Therms	Adj Test Yr Therms	Test Year Therms	Weather Adj Therms	Adj Test Yr Therms	Test Year Therms	Weather Adj Therms	Adj Test Yr Therms		Test Year Therms	Weather Adj Therms	Adj Test Yr Therms	
Jul-05	1,533,550	-	1,533,550	164,840	-	164,840	393,450	-	393,450	24,290	96,390	-	96,390	212,100
Aug-05	1,369,360	-	1,369,360	162,850	-	162,850	409,490	-	409,490	33,950	101,020	-	101,020	174,190
Sep-05	1,537,640	189,695	1,727,335	163,620	42,541	206,161	418,260	14,585	432,845	51,980	106,020	7,845	113,865	224,110
Oct-05	1,778,930	408,202	2,187,132	184,780	103,853	288,633	465,810	62,099	527,909	71,210	108,290	12,004	120,294	109,920
Nov-05	3,601,100	646,558	4,247,658	438,600	160,698	599,298	719,240	66,043	785,283	45,160	190,300	32,066	222,366	79,700
Dec-05	9,863,200	869,647	10,732,847	1,650,800	237,949	1,888,749	1,764,480	157,922	1,922,402	92,620	317,860	22,592	340,452	41,210
Jan-06	10,666,060	1,580,432	12,246,492	1,933,970	364,638	2,298,608	1,898,710	117,967	2,016,677	91,470	341,660	52,444	394,104	61,420
Feb-06	9,312,710	3,422,937	12,735,647	1,631,890	831,516	2,463,406	1,704,630	555,501	2,260,131	98,940	322,550	93,499	416,049	67,240
Mar-06	8,853,880	535,856	9,389,736	1,492,600	121,354	1,613,954	1,642,400	64,615	1,707,015	101,670	294,790	13,437	308,227	80,020
Apr-06	5,518,290	1,350,385	6,868,675	835,570	321,128	1,156,698	1,095,300	174,972	1,270,272	96,090	229,300	40,797	270,097	78,530
May-06	2,562,210	1,324,969	3,887,179	276,120	325,542	601,662	575,060	222,477	797,537	30,650	144,700	28,253	172,953	67,290
Jun-06	1,839,100	-	1,839,100	233,550	-	233,550	442,970	-	442,970	27,100	116,750	-	116,750	132,300
			68,764,711			11,678,409			12,965,981	765,130			2,672,567	1,328,030

Appendix C. Tariff

Continued on the next page.

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

(Name of Issuing Utility)

Schedule: INDEX, Sixth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 1, Schedule INDEX, 5th Revised Sheet 1 of 4
 which was filed 6/3/2008

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

Sheet 1 of 4 Sheets

GENERAL INDEX

Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy provides services under the following schedules:

<u>Schedule</u>	<u>Schedule Designation</u>	<u>Index Number</u>
Index	INDEX	1
Superseded Rate Schedule Index	Superseded Index	2D
General Rules and Regulations Index	GRR	3
Definitions	GRR	4
Application for Service and Agreements	GRR	5
Credit and Security Deposit Regulations	GRR	6
Billing and Payment	GRR	7
Discontinuation of Service	GRR	8
Customer's Service Obligations	GRR	9
Company's Service Obligations	GRR	10
Line Extension Policy	GRR	11
Metering	GRR	12
General Language	GRR	13
Rate Schedule Index	RSI	14
Residential Service - 1	RS-1	15
Weather Normalization Adjustment Rider	WNA Rider	16
Accelerated Pipeline Replacement Rider	APR Rider	17
Small Commercial Service - 1	SC-1	18
Reserved for future use		19

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By _____
 Signature

Steven M. Jurek Vice President, Regulatory Services

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 September 17, 2008
 /S/ Susan K. Duffy

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

Schedule: INDEX, Second Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing: Index No. 1, Index, 1st Revised, Sheet 2 of 4,
which was filed 5/4/2005

(Territory to which schedule is applicable)

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

Sheet 2 of 4 Sheets

GENERAL INDEX (continued)

<u>Schedule</u>	<u>Schedule Designation</u>	<u>Index Number</u>
Rate Schedules (continued):		
Small Volume Firm Service	SVF	20
Large Volume Firm Service	LVF	21
Small Volume Interruptible Service	SVI	22
Large Volume Interruptible Service	LVI	23
Interruptible Irrigation Service	IR	24
Wholesale Gas Service	WGS	25
Compressed Natural Gas Service	CNG	26
Economic Development Service	ED	27
Purchased Gas Adjustment (PGA) Procedure	PGA-96	28

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

Schedule: INDEX, Fifth Revised

KANSAS SERVICE AREA
 (Territory to which schedule is applicable)

Replacing: Index 1, Schedule INDEX, 4th Revised, Sheet 3 of 4
 which was filed 5/16/2007

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

Sheet 3 of 4 Sheets

GENERAL INDEX (continued)

<u>Schedule</u>	<u>Schedule Designation</u>	<u>Index Number</u>
Rate Schedules (continued):		
Transportation Services Index	TI	29
Transportation Definitions	TD	30
Small Commercial Transp. Svc. – Aggregated	SCTS-A	31
Small Volume Transp. Svc. - Aggregated	SVTS-A	32
Large Volume Transp. Svc. - Aggregated	LVTS-A	33
Large Volume Transp. Svc.	LVTS	34
Irrigation Transp. Svc. - Aggregated	ITS-A	35
Optional Large Volume Transp. Svc. - Aggreg.	OLVTS-A	36
Other Transportation Charges	OTC	37
Optional Transportation Services	OTS	38
Transportation Terms and Conditions	TTC	39

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

(Name of Issuing Utility)

Schedule: INDEX, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 1, Schedule INDEX, 4th Revised, Sheet 4 of 4
which was filed 5/16/2007

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

Sheet 4 of 4 Sheets

GENERAL INDEX (continued)

Index of Communities Served

Franchise Communities:

Other Communities:

Andale	Liberal	Ashton
Burdett	Maize	Enterprise
Cimarron	Meade	Hackney
Colwich	Montezuma	Haggard
Copeland	Moscow	Hayne
Dodge City	Nickerson	Johnson
Elkhart	Norwich	Kingsdown
Ensign	Offerle	Milton
Fowler	Olivet	Mitchell
Garden City	Plains	Mt. Vernon
Gueda Springs	Plevna	Obeeville
Goodland	Rolla	Peck
Hanston	Satanta	Sayre
Hugoton	South Hutchinson	St. Marks
Hutchinson	Sterling	Wilroads Garden
Jetmore	Sublette	Wright
Kanorado	Wichita	Yoder
Lawrence	Willowbrook	Yost

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Index No. 2D

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

Schedule: SUPERSEDED INDEX,
 Second Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

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Sheet 1 of 3 Sheets

New				Replaces		Eff.	
Index	Sched.	Sheet	Desc./Title	Index	Schedule	Sheet	Date
1	Index, 5 th Rev	1 of 4	General Index	1	Index, 4 th Rev	1 of 4	5-16-07
1	Index, 4 th Rev	3 of 4	General Index	1	Index, 3 rd Rev	3 of 4	5-4-05
1	Index, 4 th Rev	4 of 4	General Index	1	Index, 3 rd Rev	4 of 4	5-4-05
2D	SI, 1 st Rev	1 of 3	Superseded Index	2D	Superseded Index	1 of 3	5-16-07
2D	SI	2 of 3	Superseded Index	2C	Superseded Index	1-5	5-4-05
2D	SI	2 of 3	Superseded Index	2C	Superseded Index	1-5	5-4-05
5	GRR, 3 rd Rev	1 of 7	General Rules & Regs.	5	GRR, 2 nd Rev	1 of 7	5-4-05
7	GRR, 4 th Rev	1 of 12	General Rules & Regs.	7	GRR, 3 rd Rev	1 of 11	6-1-06
7	GRR, 4 th Rev	3 of 12	General Rules & Regs.	7	GRR, 3 rd Rev	3 of 11	6-1-06
7	GRR, 5 th Rev	6 of 12	General Rules & Regs.	7	GRR, 4 th Rev	6 of 11	6-1-06
7	GRR, 5 th Rev	10 of 12	General Rules & Regs.	7	GRR, 4 th Rev	10 of 11	6-1-06
7	GRR, 1 st Rev	12 of 12	General Rules & Regs.	7	GRR	11 of 11	6-1-06
8	GRR, 3 rd Rev	3 of 15	General Rules & Regs.	8	GRR, 2 nd Rev	3 of 15	5-4-05
8	GRR, 3 rd Rev	12 of 15	General Rules & Regs.	8	GRR, 2 nd Rev	12 of 15	5-4-05
8	GRR, 3 rd Rev	15 of 15	General Rules & Regs.	8	GRR, 2 nd Rev	15 of 15	5-4-05
10	GRR, 4 th Rev	1 of 5	General Rules & Regs.	10	GRR, 3 rd Rev	1 of 5	5-4-05
10	GRR, 3 rd Rev	2 of 5	General Rules & Regs.	10	GRR, 2 nd Rev	2 of 5	5-4-05
13	GRR, 3 rd Rev	8 of 10	General Rules & Regs.	13	GRR, 2 nd Rev	8 of 10	5-4-05
14	RSI, 4 th Rev	1 of 1	Rate Schedule Index	14	RSI, 3 rd Rev	1 of 1	5-4-05
15	RS-1, 3 rd Rev	1 of 1	Residential Service	15	RS-1, 2 nd Rev	1 of 1	5-4-05
16	WNA Rider, 2 nd Rev	3 of 3	Weather Norm Rider	16	WNA Rider, 1 st Rev	3 of 3	5-4-05
18	SC-1, 3 rd Rev	1 of 1	Sm Commercial Service	18	SC-1, 2 nd Rev	1 of 1	5-4-05
19	Reserved for future use			19	GSLPS, 2 nd Rev	1-2 of 2	5-4-05
20	SVF, 3 rd Rev	1 of 1	Small Volume Firm Service	20	SVF, 2 nd Rev	1 of 1	5-4-05
21	LVF, 3 rd Rev	1 of 1	Large Volume Firm Service	21	LVF, 2 nd Rev	1 of 1	5-4-05

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THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 2D

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

Schedule: SUPERSEDED INDEX,
 First Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing: Index No. 2D, Superseded Index
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Sheet 2 of 3 Sheets

New				Replaces		Eff.	
Index	Sched.	Sheet	Desc./Title	Index	Schedule	Sheet	Date
22	SVI, 3 rd Rev	1 of 1	Small Volume Interruptible Service	22	SVI, 2 nd Rev	1 of 1	5-4-05
23	LVI, 3 rd Rev	1 of 1	Large Volume Interruptible Service	23	LVI, 2 nd Rev	1 of 1	5-4-05
24	IR, 3 rd Rev	1 of 1	Irrigation Service	24	IR, 2 nd Rev	1 of 1	5-4-05
25	WGS, 2 nd Rev	1 of 1	Wholesale Gas Service	25	WGS, 1 st Rev	1 of 1	5-4-05
29	TI, 5 th Rev	1 of 2	Transportation Svcs. Index	29	TI, 4 th Rev	1 of 2	5-4-05
29	TI, 3 rd Rev	2 of 2	Transportation Svcs. Index	29	TI, 2 nd Rev	2 of 2	5-4-05
30	TD, 5 th Rev	1 of 4	Transportation Svcs. Defins.	30	TD, 4 th Rev	1 of 4	5-4-05
31	SCTS-A	1 of 2	Small Comm – Aggreg.	31	TCA, 3 rd Rev	1 of 1	5-4-05
31	SCTS-A	1 of 2	Small Comm – Aggreg.				
32	SVTS-A, 3 rd Rev	1 of 2	Small Volume - Aggreg.	32	SVTS-A, 2 nd Rev	1 of 2	5-4-05
33	LVTS-A, 4 th Rev	1 of 2	Large Volume – Aggreg	33	LVTS-A, 3 rd Rev	1 of 2	5-4-05
34	LVTS, 5 th Rev	1 of 1	Large Volume	34	LVTS, 4 th Rev	1 of 1	5-4-05
35	ITS-A, 4 th Rev	1 of 2	Irrigation - Aggreg	35	ITS-A, 3 rd Rev	1 of 2	5-4-05
36	OLVTS-A, 2 nd Rev	1 of 2	Optional Lg Vol –Aggreg.	36	OLVTS-A, 1 st Rev	1 of 2	5-4-05
37	OTC, 5 th Rev	1 of 8	Other Transportation Chrgs	37	OTC, 4 th Rev	1 of 8	5-4-05
37	OTC, 3 rd Rev	2 of 8	Other Transportation Chrgs	37	OTC, 2 nd Rev	2 of 8	5-4-05
37	OTC, 3 rd Rev	4 of 8	Other Transportation Chrgs	37	OTC, 2 nd Rev	4 of 8	5-4-05
38	OTS, 4 th Rev	1 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	1 of 5	5-4-05
38	OTS, 4 th Rev	2 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	2 of 5	5-4-05
38	OTS, 4 th Rev	4 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	4 of 5	5-4-05
38	OTS, 3 rd Rev	5 of 5	Other Transportation Svcs	38	OTS, 2 nd Rev	5 of 5	5-4-05

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Index No. 2D

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

Schedule: SUPERSEDED INDEX,
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KANSAS SERVICE AREA

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Sheet 3 of 3 Sheets

New				Replaces			Eff.
Index	Sched.	Sheet	Desc./Title	Index	Schedule	Sheet	Date
39	TTC, 4 th Rev	1 of 9	Transportation Terms & Conds.	39	TTC, 3 rd Rev	1 of 8	5-4-05
39	TTC, 3 rd Rev	2 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	2 of 8	5-4-05
39	TTC, 3 rd Rev	3 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	3 of 8	5-4-05
39	TTC, 3 rd Rev	4 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	4 of 8	5-4-05
39	TTC, 7 th Rev	5 of 9	Transportation Terms & Conds.	39	TTC, 6 th Rev	5 of 8	5-4-05
39	TTC, 4 th Rev	6 of 9	Transportation Terms & Conds.	39	TTC, 3 rd Rev	6 of 8	5-4-05
39	TTC, 3 rd Rev	7 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	7 of 8	5-4-05
39	TTC, 2 nd Rev	8 of 9	Transportation Terms & Conds.	39	TTC, 1 st Rev	8 of 8	5-4-05
39	TTC	9 of 9	Transportation Terms & Conds.				

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 /S/ Susan K. Duffy

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

Schedule: GRR, Second Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

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(Territory to which schedule is applicable)

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

These general rules, regulations, terms and conditions of service in no way supersede or modify any general rules or lawful orders of the Commission. If there is any conflict it shall be understood that the standard rules and regulations and the lawful orders of the Commission shall control, unless the Commission shall give specific approval of the Company's rule or regulation.

1. Definitions

- (1-a) Company: The term "Company" is herein used to designate Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy, which furnishes natural gas service under these general rules, regulations, terms and conditions.
- (1-b) Customer: The term "customer" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency applying for or using gas service supplied by the company.
- (1-c) Commission: The term "Commission" is herein used to designate the State Corporation Commission of the State of Kansas or any successor of such commission having jurisdiction of the subject matter hereof.
- (1-d) Transportation Service: The term "transportation service" refers to an arrangement whereby certain existing or new customers may request Company to transport gas for customer's account. Service is rendered in accordance with Company's Transportation Service Tariff(s) as on file with the Commission and pursuant to individual transportation agreements.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

2. Application for Service and Agreements

2.1 Applications, Compliance with Insulation Standards and Connection

(2.1-a) Application for Service:

Application for gas service shall be made by Customer to Company and upon acceptance of such application, the Company shall as promptly as practicable supply the Customer with service in accordance with rates, rules, terms, regulations and conditions as filed with and approved by the Commission.

(2.1-b) Customer Connection Charges: A non-refundable connect charge of twenty (20) dollars for domestic and commercial Customers and thirty six (36) dollars for irrigation Customers will be required unless otherwise specified in the rate schedule. After normal business hours the non-refundable connect charge shall be twenty-five (25)dollars for domestic and commercial Customers and seventy-two (72) dollars for irrigation Customers as filed in the Schedule of Service Fees (Section 4.3).

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

2.2 Customer Connection Policy:

(2.2-a) Application and Permits: Applications for service as provided for in Section (2.1-a) of these Rules and Regulations will be processed promptly by the Company. Applications will be required for all natural gas service except for:

- (1) Additions to domestic and commercial base load appliances for clothes drying, water heating and cooking.
- (2) Additions of less than 50,000 Btu/hour in domestic heating loads over the heating loads connected to Company's distribution systems as of July 15, 1979.

Connection of load subject to application without proper approval will be cause for disconnection or suspension of service pursuant to Section (5.1-a) of these Rules and Regulations.

Rural and Agricultural service to Right-of-Way Grantors will be granted to Applicants who meet the following conditions:

- (1) Applications for service to Right-of-Way Grantors will be based upon an easement clause which grants a right to a tap on the pipeline constructed pursuant to the easement.
- (2) Applicant must be the Grantor of the easement, or his successor or assignee.
- (3) The pipeline tap must be on a part of the property described in the easement.
- (4) The right to the tap set forth in the easement may not have been previously exercised.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(2.2-a) Application and Permits: (Continued)

- (5) The volume of gas to be delivered may not exceed the smaller of the installed meter capacity or the limits established by the wholesale pipeline supplier for small volume users when the requested service is to be made through a tap in the wholesale suppliers' pipeline.
- (6) The wholesale supplier must obtain requisite Federal and/or state regulatory authority to make the sale when the requested service is to be made through a tap in the wholesale suppliers' pipeline.
- (7) Gas delivered through the tap will not be resold to others by the Applicant or any of his successors.

(2.2-b) Conditions of Service: To be considered for service, Applicants must agree to the following conditions:

- (1) To comply with all provisions of the main and service line extension policy as described in Section 8 herein.
- (2) Load to be connected must not be prohibited by the construction policy of the pipeline supplier or be in violation of any end use standards or orders promulgated by State or Federal Agencies or as Company may establish in these General Rules, Regulations, Terms and Conditions.

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(3) To install no alternate principal source of space heating, other than renewable energy sources, which does not provide 100% of peak day heating requirements.

(2.2-c) Priority of Approving Applications: Company will make its best efforts to supply service to all Applicants, contingent on available gas supply, which will vary with the source, which may be either from an intrastate supply or purchased from an interstate pipeline. Connection in a given supply area will be granted in the following order with the lowest number (letter) being given the highest priority:

(1) Natural Gas for High Priority Users

(a) Residential use.

(b) Commercial use.

(1) Requirements of less than 25 Mcf/day.

(2) Requirements from 25 Mcf/day but less than 50 Mcf/day.

(c) Schools, hospitals or similar institutions.

(d) Any other use the Secretary of Energy determines would endanger life, health, or maintenance of physical property - if it were curtailed. This includes minimum plant protection when operations are shut down, police protection, fire protection, a sanitary facility and certain other emergency situations.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(2.2-c) Priority of Approving Applications: (Continued)

(2) Natural Gas for Essential Agriculture Uses

Essential use is as certified by the Secretary of Agriculture in Agriculture Department Certification 7 CFR 2900.4.

- (a) Those with requirements under 300 Mcf/day.
- (b) Those with requirements over 300 Mcf/day.

(3) Natural Gas for Essential Industrial Process and Feedstock Uses

Essential use is as certified by the Secretary of Energy.

(4) Natural Gas Use Not Included in (1), (2) or (3) Above.

- (a) Commercial use of more than 50 Mcf/day.
- (b) Other industrial uses.
- (c) Electric generating plants.

(2.2-d) Transfers of Existing Service:

An existing load of an existing Customer in the same community may be transferred to a new location in the same community when all of the following conditions are present:

- (1) The existing Customer location has been demolished or otherwise changed in terms of land use as to make future use of natural gas in that location infeasible or unlikely.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(2.2-d) Transfers of Existing Service: (Continued)

- (2) Transfer will be for a like service or one having less maximum hourly heating load requirement or higher priority of service.
- (3) Load at the new location does not exceed current limitation for that class of service and is located on Company's existing main.
- (4) Customer agrees to pay the cost (excluding meter) to install the new facilities.
- (5) Service at the new location is initiated within thirty-six months of the date of termination of service at the old location.

An existing load may be transferred to new customers at the same location when all of the following conditions are present:

- (1) The new customer's maximum hour heating load requirements do not exceed the total of the maximum heating load requirements of the previous customers.
- (2) Service to the new customer is initiated within thirty-six months of the date of termination of the last previous customer.
- (3) Each new customer agrees to pay all costs (meter excluded) for extending service to him as well as his share of the cost of alteration to the then existing facilities.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(2.2-d) Transfers of Existing Service: (Continued)

In the event a moratorium on gas permits is ordered and/or approved by the State Corporation Commission of Kansas, the number of Customers served in a mobile home park cannot exceed the number being served as of July 15, 1979, plus connections approval prior to the effective date of the moratorium. Individual meters may be transferred within each mobile home park.

2.3 Temporary Service

(2.3-a) Additional Charge - Temporary service shall be supplied in accordance with the applicable rate schedule for the type of service to be supplied except that there shall be additional charges paid in advance before service is established in accordance with (1) and (2) below:

- (1) An amount equal to the Company's established cost in labor, vehicle, overhead and non-salvageable material for both installation and removal of the temporary service, but in no event less than the Temporary Service Fee of \$25.00 filed in the Schedule of Service Fees (Section 4.3), plus
- (2) A security deposit or deposits, if required and in accordance with these Rules and Regulations.

(2.3-b) Refund to Customer: Upon removal of said temporary service, all charges in excess of the Temporary Service Fee, or the actual cost of providing facilities to supply the service, whichever is the greater, shall be refunded to the Customer after his bills for natural gas service have been paid.

(2.3-c) Metering Facilities: The service line and all appurtenances beyond the meter necessary for a temporary service shall be furnished by the Customer, except that the main tap and stub line to the meter will be furnished by Company.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

3. Credit and Security Deposit Regulations

(3-a) Guarantee Deposit: Company may require the customer to provide reasonable credit information to the Company before service is made available. Company may request positive identification (defined as a photo with name) from residential customers. If positive identification is not immediately available, a customer providing a full deposit should have at least two (2) months to secure positive identification and up to two (2) additional months if payments are kept current. A commensurate period should be allowed for less than a full deposit.

At the time of application, deposits may be required to guarantee payment of bills if:

- (1) Company establishes that the customer has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based.
- (2) The customer has outstanding with Company, an undisputed and unpaid service account which accrued within the last three (3) years.
- (3) The customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of a utility within the last five (5) years.

At any time after application for service, the Company may, upon five (5) days written notice, require a deposit to guarantee payment of bills for utility service rendered if:

- (1) the Customer has outstanding with the Company an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service agreement was provided after an oral agreement.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(3-a) Guarantee Deposit: (Continued)

- (2) The customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of the company within the last five (5) years.
- (3) The customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods, and one of the payments is at least 60 days in arrears.

No deposit shall be required by Company because of customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income or geographical area of residence.

(3-b) Guarantees in Lieu of Deposits: In lieu of the security deposit, Company shall accept the written guarantee of any of its residential customers with no deposit on file or may accept the written guarantee of a responsible party as surety for a customer service account. The Company may require the guarantor to sign an agreement allowing Company to transfer the customer's debt to the guarantor's account. In case of default, the guarantor's liability is limited to the amount of the security deposit. The guarantor is allowed to make this payment in monthly installments just as the customer would have been allowed; however, the guarantor may be disconnected for nonpayment under conditions set out in Section 5.

The guarantor shall be released upon payment by a residential Customer of all undisputed proper charges for utility service for a period of twelve months which shall have contained no more than three late payments, none of which were greater than 30 days in arrears, or upon termination of service and payment of utility bills.

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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

Schedule: GRR, Third Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing Schedule: Index No. 6, GRR, 2nd Revised, Sheet 3 of 5,

(Territory to which schedule is applicable)

filed 5/4/2005

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

Sheet 3 of 5 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(3-c) Amount of Deposit to be Required and Interest Paid: The amount of cash deposit or surety bond required shall not exceed the amount of that Customer's projected average two months' bill for residential or small commercial (less than 50 Mcf per month) Customers. For other Customers, such deposits shall not exceed the amount of that Customer's projected largest two (2) months' bill(s). If a Customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's use may be assessed. For purposes of establishing deposits and projecting monthly bills, Company shall consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar Customers.

Simple interest at a rate not less than that ordered by the Kansas Corporation Commission shall be paid by the Company upon such deposits. Interest shall be paid from date of deposit to the date of refund or the date upon which the Customer's account becomes delinquent, whichever is earlier. Payment of interest to the Customer may be made annually or at the time the deposit is refunded. Interest payments may, at the option of the Company, be made in cash or be a credit to the Customer's bill.

(3-d) Adjustment of the Amount of Deposit and Provision for Installment Payments:
In case the character or volume of Customer's service should change at any time so that Customer's deposit is inadequate to insure payment of bills as provided for in Section (3-c), Company reserves the right to require Customer to increase his deposit to an amount satisfactory to the Company.

Company must inform Customer at time of application that the amount of deposit may be paid in four equal monthly installments. This option is for new residential Customers as well as small commercial Customers, those taking less than 50 Mcf per month. An additional two (2) months shall be given to Customers who have been assessed an additional deposit due to documented diversion (meter bypass).

Deposits required in conjunction with the Cold Weather Rule (Section 5.4) may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted in the paragraph above. Disconnection for non-payment of deposit shall be governed by Section (5.1-a).

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

Schedule: GRR, Second Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 6, GRR, 1st Revised, Sheet 4 of 5,
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Sheet 4 of 5 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(3-f) Deposit Records and Receipts: Company shall maintain a record of all deposits received from customers showing the name of each customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid. Whenever a deposit is accepted, Company will issue to the customer a nonassignable receipt containing the following information:

- (1) Name of customer
- (2) Place of deposit
- (3) Date of deposit
- (4) Amount of deposit
- (5) Company name and address, signature and title of Company employee receiving deposit
- (6) Current annual interest rate earned on deposit
- (7) Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from residential customers shall be either credited with interest to their utility bills or, if requested, refunded, after customer has paid nine (9) of the last twelve bills on time and no undisputed bill was unpaid after 30 days beyond due date. Deposits taken from nonresidential customers of under \$5,000 shall be returned after 36 months of on-time payment. The payments need not be consecutive. Nonresidential deposits of \$5,000 or more may be retained until termination of service.

However, in lieu of a receipt, the Company may indicate on the customer billing the amount of any security deposit retained by the Company, provided that the information required by (6) above and (7) herein is otherwise given in writing to the customer. In all cases, a receipt shall be given upon customer request.

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

(Name of Issuing Utility)

Schedule: GRR, Second Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule: Index no. 6, GRR, 1st Revised, Sheet 5 of 5,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 5 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

- (3-f) Deposit Transfers: Service deposits shall be non-transferrable from one customer to another customer, however, upon termination of the customer's service at the service address, Company may transfer the deposit to the customer's new active account.
- (3-g) Refund of Deposit: Upon termination of service, if the deposit is not to be transferred, the customer's deposit including simple interest will be refunded less any unpaid service bill, provided that customer has paid all undisputed bills due the Company; has allowed the Company to remove its meters and equipment in an undamaged condition and surrenders the Security Deposit receipt. In case the customer has lost the Security Deposit receipt, the Company may require the customer to sign a Release Form acknowledging the return of the security deposit with interest thereon. The Company may require the identification of the person surrendering the Security Deposit Receipt.

Deposits taken from residential customers shall be either credited with interest to their utility bills or, if requested, refunded, after 12 months if the customer has paid nine (9) out of the last twelve (12) bills on time and no undisputed bill was unpaid after 30 days beyond due date. The month(s) of a disputed bill(s) shall be ignored in this calculation.

Deposits taken from nonresidential customers of under \$5,000 shall be returned after 36 months of on-time payments. The payments need not be consecutive.

Deposits taken from nonresidential customers of \$5,000 or more may be retained until termination of service.

Interest payments on residential or nonresidential deposits shall be credited to the customer's bill or refunded at least once a year.

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

(Name of Issuing Utility)

Schedule: GRR, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 4th Revised, Sheet 1 of 12,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

4. Billing and Payment

4.1 Meter Readings:

(4.1-a) Customer Read Meters: Meters shall be read by the Company in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connection, disconnections and for customers directly affected by rerouting.

Company may request Customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the Customer shall be on printed forms provided by the Company, such forms to contain instructions as to methods of reading. In the event the Customer does not furnish a meter reading for two consecutive periods, Company may read the meter and charge Customer a meter reading charge of \$15.00 as filed in the Schedule of Service Fees.

Meter readings by Customer, though used for billing purposes, shall not be considered final. Such Customer's meters will be read at least once a year by Company and an adjusted bill, if required, shall be rendered pursuant to Section (4.2-e) of these Rules and Regulations. A final bill when service is discontinued, must be based upon an actual reading by the Company except as provided in Section (4.1-b).

(4.1-b) Estimated Usage: Company may render a bill, other than a final bill when service is disconnected, based on estimated meter readings pursuant to Company's estimating procedures approved by the Commission, if the bill is rendered:

- (1) To seasonal Customers, pursuant to filed tariffs, and when an actual reading is obtained before each change in the seasonal cycle.
- (2) When extreme weather conditions, emergencies, work stoppages or other circumstances beyond Company's control prevent actual meter readings.

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

Schedule: GRR, Fourth Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 3rd Revised, Sheet 2 of 11,
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Sheet 2 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.1-b) Estimated Usage (Continued)

- (3) When Company is unable to reasonably obtain access to Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as leaving pre-addressed forms upon which the Customer may note the readings, are unavailing.
- (4) When the Customer does not furnish a meter reading as requested by the Company.

Prior to rendering an estimated bill, pursuant to (1) or (2) above, the Company may request the Customer to provide a meter reading upon pre-addressed forms.

Company may also render a bill based on estimated meter reading as a Customer's final or initial bill, but only when:

- (1) The Customer so requests and any necessary adjustments are made to the bill on a subsequent actual meter reading by Company.
- (2) An actual meter reading would not show actual Customer usage but is used in estimating usage, or;
- (3) An actual meter reading cannot be taken because of a broken meter or other equipment failure.

When Company renders an estimated bill in accordance with this Section, it shall:

- (1) Maintain accurate records of the reasons therefore and efforts made to secure an actual reading.
 - (a) Meter readers should not make field estimates of usage.

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

(Name of Issuing Utility)

Schedule: GRR, Sixth Revised

KANSAS SERVICE AREA

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Sheet 3 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.1-b) Estimated Usage: (Continued)

Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.

- (2) Maintain estimated bill records for at least 36 months and in the same manner as all customer billing history.
- (3) Clearly disclose on the bill that it is based on estimated meter reading by showing the entire word "Estimated".
- (4) Make any appropriate adjustment upon subsequent actual reading of the meter pursuant to Section 4.2-e of these Rules and Regulations.

Company may not, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. The Company may not render an estimated monthly bill more than a total of six times per year.

In situations where both the meter is inaccessible and the customer is not available to furnish a meter reading, the utility may render an estimated bill as necessary. Such customer's meters will be read at least once a year by the utility and an adjustment shall be made in accordance with Section(4.2-e). The Company may charge the customer a meter reading charge as provided in Section (4.1-a).

Company may render a bill based on estimated meter reading when the Customer is paying under an budget billing plan under which payments are based on an estimated or projected average usage if:

- (1) The plan has been approved by the Commission;
- (2) Actual meter readings are made, except as provided in (4.1-b) above; and
- (3) The disclosures required by (4.2-c) are made.

When the billing period is less than 26 days or is longer than 36 days for any reason, the bill will be prorated based on a thirty (30) day billing period, except if the billing for the initial period covers six (6) days or less, a bill will not be issued and the amount will be included in the following month's billing.

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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: GRR, Fourth Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 3rd Revised, Sheet 4 of 11,
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Sheet 4 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

Purchase gas cost adjustments covering more than a one-month period shall be based on the most recent adjustment calculation filed with the Commission.

(4.1-c) Proration

(1) Proration of purchase gas adjustment

- a. Proration of purchase gas adjustment is optional. If these adjustment(s) are prorated, each COG factor and estimated usage associated with the COG factor must be shown on the bill.
- b. Purchase gas adjustment must be prorated during the billing month in which a change in rates or tariffs becomes effective.

(2) Proration of customer charge

- a. Customer charges shall be prorated only in the following situations:
 - i. Connection or disconnection of service which causes the billing cycle to be outside of the range of 26 through 36 days.
 - ii. When rerouting of meter routes, for only those customers directly affected, causes the billing cycle to be outside the range of 26 through 36 days; and
 - iii. During the billing month in which a change in rates or tariffs becomes effective.

(3) Proration for general changes in rates or tariffs.

- a. The utility must prorate customer's bills during the billing month a change in rates or tariffs becomes effective.

4.2 Standards on Billing Practices:

(4.2-a) Due Date: Bills shall be calculated in accordance with the applicable rate schedule(s) each month and shall be payable monthly, except that under certain conditions specified in the last two paragraphs of this Section, commercial and industrial Customers may be required to pay more frequently than monthly.

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Schedule: GRR, Sixth Revised

KANSAS SERVICE AREA
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Sheet 5 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-a) Due Date: (Continued)

If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

All bills for utility service are due and payable upon receipt. Normally bills shall be sent by mail. In lieu of a paper bill sent by mail, Company may provide electronic billing option (e-billing) at the request of the customer. Customer may change this option at any time. The non-receipt of a bill by a customer shall not release or diminish the obligation of customer with respect to the full payment thereof, including any late payment charges. A bill shall be deemed delinquent if payment thereof is not received by the utility or its authorized agent on or before the date stated on the bill which date shall be:

- (1) For residential Customers, the last date on which payments received can, in the normal and reasonable course of Company procedures, be credited to the Customer's account in preparing his next normal billing.
- (2) For all other Customers, the fifteenth (15th) day after date of billing or meter reading in the case of self-billing.

If a commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, the Company shall offer the Customer the option of paying a one percent (1%) late fee every month for a time extension of 14 days. After choosing this option, the Customer pays the 1% even if the payment is not late on a specific month. Company may discontinue this option for the Customer after the Customer requests discontinuance or the Customer fails to pay the bill within the 29 days established by this provision.

If the Customer does fail to pay within the 29 days, the regular 2% late fee will be charged for that month and Customer will be taken off the 1% option plan permanently.

If a commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, Company shall offer to mail a copy of the bills to the Customer's bill-paying office at the same time it is delivered to the local business.

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/S/ Susan K. Duffy

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

Schedule: GRR, Seventh Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing Schedule: Index No. 7, GRR 6th Revised, Sheet 6 of 12,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 6 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-a) Late Payment Charges

When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current natural gas will be added to the Customer's bill and collection efforts by Company will be initiated.

In the event that collection of a delinquent bill is at the Customer's premises, by any of the payment methods in Section 4.2-b, Company will require the payment of a collection charge of fifteen dollars (\$15.00), as filed in the Schedule of Service Fees (Section 4.3).

The Company may require an insufficient funds check charge, pursuant to the Company's Service Fees Rate Schedule (Section 4.3), not to exceed the maximum provided by K.S.A. 60-2610 for Customer checks returned for insufficient funds, or the Company may require an insufficient funds service charge, pursuant to the Company's Service Fees Rate Schedule (Section 4.3), for electronic payment transactions incomplete or returned because of insufficient funds.

The Company may require that the Customer make payment of bills by cash, certified checks or money orders. The Company will give seven (7) days notice to the Customer whenever checks will no longer be accepted for payment of bills.

(4.2-a) More Frequent Billing

If the Company determines that a large commercial or industrial Customer's ability to pay bills may be in jeopardy because of a deteriorating financial condition, bill payments may be required more frequently than monthly. Customers who become subject to more than monthly billing will be given at least twenty-four hours written notice of such status.

Evidence of deteriorating bill-paying ability may be manifested but not limited to the following indications: (1) lowered ratings by credit agencies; (2) failure to pay an undisputed bill before the delinquency date for three consecutive billing periods; (3) a general knowledge of the Customer's worsening financial condition from information imparted by other suppliers and vendors; and (4) newspaper and trade journal accounts.

If the company bills the Customer more than once a month, such bills shall include only gas consumption through that billing date. Company will resume billing the Customer on a once-a-month basis when Company becomes satisfied that Customer is no longer a credit risk.

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

(Name of Issuing Utility)

Schedule: GRR, Fifth Revised

KANSAS SERVICE AREA

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

Sheet 7 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-b) Payment Methods for Utility Bills:

- (1) Mail: Payment may be made by mail with a check or money order along with bill stub. The Company may require an insufficient funds check charge pursuant to the Company's Service Fees Rate Schedule (Section 4.3) under this payment option for insufficient funds.
- (2) Bank Withdrawal: Payment may be made automatically each month from customer's bank account through the Company's CheckLINE program. The Company may require an insufficient funds service charge pursuant to the Company's Service Fees Rate Schedule (Section 4.3) under this payment option for insufficient funds.
- (3) Pay in Person: Payment may be made in person with cash, check, or money order, along with bill stub, at a walk-in location. A list of locations is accessible from the Company's website or by calling the Company's toll free customer service phone number. The Company may require an insufficient funds check charge pursuant to the Company's Service Fees Rate Schedule (Section 4.3) under this payment option for insufficient funds.
- (4) Pay On-Line: Payment may be made on-line with a credit card using the Company's authorized third party vendor. Customers may be charged a fee by the third party vendor for this payment method. Payment by this method is accessible through the Company's website.
- (5) Pay By Phone: Payment may be made by phone with a credit card using the Company's authorized third party vendor. Customers may be charged a fee by the third party vendor for this payment method. Payment by this method is accessible through the Company's toll free customer service phone number.

For Pay On-Line and Pay By Phone, Customers shall be charged a fee by the third party vendor as filed in the Schedule of Fees (Section 4.3). Customers shall be advised of

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Sheet 8 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-b) Payment Methods for Utility Bills: (Continued)

the amount of the fee and must answer in the affirmative of the amount of any fee prior to payment. The third party vendor is solely responsible for collecting the fee from the customer.

Credit cards may include credit, debit, and ATM cards. The type of card accepted is at the Company's discretion and may change from time to time.

The Company shall provide annual notice to customers informing customers of authorized bill payment options and where customers can find a list of authorized payment centers.

(4.2-c) Billing Statement Format:

Bills rendered to Customer will show the following information:

- (1) The beginning and ending meter registration for the reading period, except that estimated billings shall disclose that it is based on estimated meter reading. The entire word "Estimated" must be shown on the bill.
- (2) The date of the meter reading and the date of the bill. Utilities shall read meters in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connections, disconnections and for customers directly affected by rerouting.
- (3) The final date by which payment can be received before a late payment charge will be imposed.
- (4) The actual or estimated usage during the billing period.
- (5) The amount due for prompt payment and the amount due after the imposition of the late payment charge.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-c) Billing Statement Format: (Continued)

- (6) The amount of the Gas Cost Adjustment in cents per Therm (¢/Therm) and the total amount due.
- (7) If the purchase gas adjustment is prorated, each proration factor and associated usage must be shown on the bill.
- (8) The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection charges, installment payments and other such charges as may be authorized by the Kansas Corporation Commission.
- (9) The total amount due for the current billing period and any adjustments to previous billing periods set out separately.
- (10) The amount due for franchise and sales taxes and research and development surcharges stated separately.
- (11) The address and telephone number of the Company office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
- (12) General information explaining overall changes in rates, customer charges and gas cost must be made available to customers through bill inserts or direct mail when new rates are implemented due to a rate case.

Charges for special services shall be designated clearly and separately from charges for utility services. Special services are those not authorized by Company's State Corporation Commission tariff or otherwise not specifically regulated by such Commission, such as sales of merchandise and insulation, and services performed in connection therewith.

If the Customer makes partial payment for the total bill, the company shall credit payment: a) first to the balance outstanding for utility service beginning with the oldest service debt, b) then to additional utility charges (such as disconnection/ reconnection fees), and c) then to special charges as defined above.

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Sheet 10 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

If the Customer is paying under an Budget Billing Plan, (described in (4.2-d) below) each bill shall clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars to date.

If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

(4.2-d) Budget Billing Plan:

The Budget Billing Plan is available to any residential Customer whose account is paid in full and who agrees to the conditions of the plan. A residential customer whose account is not paid in full may enroll in the Budget Billing Plan during the Cold Weather Rule (CWR) period at the same time as entering into a CWR payment agreement pursuant to Section 5.4.

Under the Budget Billing Plan, the Customer pays a more uniform amount and avoids spikes in bill amounts, such as those caused by higher gas prices or severe cold weather. The customer's account will be calculated monthly, based on a rolling twelve month average, but the budget bill amount will not change unless it is ten percent (10%) greater than or less than the last monthly budget bill amount. The customer's account will have an annual recalculation to true-up the previous year's actual bills versus budget bill payments. Customers may enroll in the program during any month of the year.

The Customer shall be entitled to receive natural gas service under the Budget Billing Plan providing Customer shall agree:

- (1) That failure to pay monthly installment on or before the delinquent date shall be cause for termination of the Budget Billing Plan with respect to that Customer, in addition to other remedies permitted by the Rules and Regulations.
- (2) That the Budget Billing Plan shall apply only to the premises then occupied by the Customer, and that if such premises are vacated, the Budget Billing Plan with respect to the Customer shall immediately terminate.

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Effective Feb. 20, 2009
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By _____
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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

Schedule: GRR, Seventh Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing Schedule: Index No. 7, GRR, 6th Revised, Sheet 10 of 11,
which was filed 1/29/2008

(Territory to which schedule is applicable)

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

Sheet 11 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-d) Budget Billing Plan: (Continued)

- (3) That if the Budget Billing Plan is terminated, any amount or amounts payable by or due to the Customer shall be billed or credited to Customer at once and will be recorded on the next monthly bill.
- (4) That until terminated by either party, the Budget Billing Plan will be renewed automatically from month to month and period to period.

(4.2-e) Billing Adjustments: Billing adjustments to previous billings based on estimated meter readings or Customer meter readings shall be made after actual usage has been determined by a Company meter reading. The adjustment shall be calculated for the period between the prior and the most recent meter reading by the Company.

If the adjustment shows a net balance due to Company, the Customer shall be given the opportunity, if he or she so requests, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, he or she shall be given either a credit on subsequent bills, or a refund if the overpayment exceeded \$10 and the Customer so requests.

(4.2-f) Arrearage Average Payment Plan: An average payment plan must be one of the options available to residential Customers with arrears. The Customer will have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. Arrearage from a previous Cold Weather Rule plan or an Arrearage Average Payment Plan must be paid off before entering into this plan. Customers must be informed of this option.

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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: GRR, Third Revised

KANSAS SERVICE AREA
 (Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 2nd Revised Sheet 12 of 12
 which was filed 10/31/2007

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

Sheet 12 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

4.3 Service Fees Rate Schedule

The following Schedule of Fees and charges shall be collected by Company in accordance with the provisions of the Rules and Regulations.

	<u>Type of Charge</u>	<u>Amount</u>	<u>Applicable Section of Rules</u>
1.	Meter Test Fee	\$50.00	(9.2-d)
2.	Meter Reading Fee	15.00	(4.1-a)
3.	Collection Charge	15.00	(4.2-a)
4.	Insufficient Funds Check Charge	30.00 (per KSA 60-2610)	(4.2-a), (4.2-b)
5.	Insufficient Funds Service Charge	30.00	(4.2-a), (4.2-b)
6.	Connection/Reconnection <i>Plus</i> ** Charges:		
		<u>Bus. Hours</u>	<u>After Hours*</u>
	Non-Irrigation	20.00	25.00
	Irrigation	36.00	72.00
7.	Disconnection Charge	15.00	(2.1-b), (5.3)
8.	Temporary Service:		(2.1-b), (5.3)
	Minimum Fee	25.00	(5.1-a)
9.	Odorization Fee	48.00 per year	(2.3-a)
10.	Customer History Research***	Not to exceed \$5.00 per year per meter	(7.5)
11.	Bill Payment		
	Pay in Person (cash, check, money order)	no fee	(4.2-b)
	Pay On-Line (credit card)	\$3.95 per transaction	(4.2-b)
	Pay By Phone (credit card)	\$3.95 per transaction	(4.2-b)
12.	Energy Diversion Trip Charge	\$25.00	(5.4-b)

* After hours charges only if service at customer's request. Customers to be informed of the additional charge.

** Monthly Customer charges during period of disconnection according to Section 5.3.

*** Residential Customers requesting personal information are exempt.

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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: GRR, Second Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 8, GRR, 1st Revised, Sheet 1 of 15,
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Sheet 1 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

5. Discontinuation of Service

5.1 Conditions Under Which Company May Refuse or Discontinue Service:

(5.1-a) Permissible Reasons: The Company, subject to the special conditions and requirements on discontinuation set forth in Section 5.2 hereunder and under the Cold Weather Rule at Section 5.4, may refuse or discontinue service for the following reasons:

- (1) Nonpayment of Bills: The Company may discontinue service upon ten (10) days written notice when customer's service bill becomes delinquent, whether the bill is based on customer's meter reading, Company's meter reading or Company's estimate of consumption.
- (2) At Customer Request: When requested by customer, whether in writing or orally. Company shall give a confirmation number to customers orally requesting disconnection; records of these oral notices must be kept at least four months.
- (3) Dangerous Conditions Found on Customer's Premises: In any case where Company has received notice or knows that a dangerous condition exists on Customer's premises, Company may, without any advance notice, refuse to connect service if service has not already been started, or shut off the service and same shall not be resumed until such dangerous condition shall have been eliminated.
- (4) When the customer fails to provide credit information, a security deposit, or a guarantee as provided for in Section (3-a) of these Rules and Regulations, or has a previous undisputed and unpaid separate account for utility service with the Company. Company shall give the customer ten (10) days' written notice before discontinuing service pursuant to this sub-section.

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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: GRR, Second Revised

KANSAS SERVICE AREA
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Replacing Schedule: Index No. 8, GRR, 1st Revised, Sheet 2 of 15,
filed 5/4/2005

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

Sheet 2 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.1-a) Permissible Reasons: (Continued)

- (5) When the customer misrepresents his or her identity for the purpose of obtaining gas service. Company may disconnect the customer 48 hours after a personal or phone contact is made with the customer of record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or ten days after a disconnect notice is sent, whichever is quicker.
- (6) When the customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement of equipment. Company shall give the customer ten (10) days' written notice before discontinuing service pursuant to this sub-section.
- (7) When the customer violates any rule of the Company which violation adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system. Company need not provide customer notice prior to discontinuation under these circumstances.
- (8) When the customer causes or permits unauthorized interference with, or diversion or use of (meter bypass) utility service situated or delivered on or about the customer's premises. Company need not provide customer notice prior to discontinuation under those circumstances. However, if the Company has knowledge that persons other than the customer's family are residing at the premises, the Company shall give such persons two (2) days written or twenty-four (24) hours oral notice prior to discontinuance.
- (9) When the service is abandoned.

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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: GRR, Fourth Revised

KANSAS SERVICE AREA

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Sheet 3 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.1-a) Permissible Reasons: (Continued)

Except when requested by the Customer, if natural gas service is disconnected for any of the reasons stated above, the Company will require a Disconnection Charge of \$15.00 as set forth in the Schedule of Fees (Section 4.3).

(5.1-b) Nonpermissible Reasons to Discontinue Service: None of the following shall constitute sufficient cause for the Company to discontinue service:

- (1) The failure of a Customer to pay for special charges as defined in(4.2-c).
- (2) The failure of the Customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence or location, Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence or location for nonpayment of such transferred amount.
- (3) The failure of the Customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the consumption of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule.

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d/b/a BLACK HILLS ENERGY
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KANSAS SERVICE AREA
(Territory to which schedule is applicable)

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Sheet 4 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.1-b) Nonpermissible Reasons to Discontinue Service: (Continued)

- (4) The failure of the customer to pay a bill which is in dispute, provided, however, that the customer pays that portion of the bill not in dispute.
- (5) The failure to pay an unpaid service account more than three (3) years old.
- (6) A debt for service that cannot be collected from an individual in a court of law. The Company shall not refuse service or disconnect the service of an individual for an outstanding debt on an account unless that individual either signed the service agreement or agreed orally at the time service was established to be responsible on the account. The only exception to this rule is when the individual and the customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.

5.2 Special Requirements for Discontinuance Procedures: The provisions of (5.2-a) through (5.2-e) are subject to any exceptions mandated by (5.4) - Cold Weather Rule promulgated by Kansas Corporation Commission orders at Docket No. 114,337-U issued October 14, 1983, and Docket No. 158,796-U issued March 20, 1989.

(5.2-a) Manner of Sending Notices:

Company will give the customer ten (10) days written notice before discontinuing service unless the discontinuance is upon customer request - (5.1-a) (2); dangerous conditions on customer's premises - (5.1-a) (3); a violation of Company Rules - (5.1-a) (7); or unauthorized interference, diversion or use of service - (5.1-a) (8), in which case the Company may discontinue service immediately.

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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: GRR, Second Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 8, GRR, 1st Revised, Sheet 5 of 15,
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Sheet 5 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-a) Manner of Sending Notices: (Continued)

However, if Company has knowledge that persons other than the customer or members of the customer's family are residing at the premises where unauthorized interference, diversion or use is taking place, Company shall give persons a two (2) days written or twenty-four (24) hour oral notice prior to discontinuance.

A notice separate from other utility bills, information or advertising shall be sent to the account name and address, and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.

Company should notify, or attempt to notify, customers by phone at least two (2) days before they are to be disconnected.

If Company records show that the service account which it proposes to discontinue serves more than one residential dwelling unit, Company shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified thereon.

Customer may designate another interested party to be notified by Company when Customer's bill becomes delinquent. The third party is not obligated to pay the delinquent bill but is notified of the Customer's need for assistance.

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September 17, 2008
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BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
d/b/a BLACK HILLS ENERGY

(Name of Issuing Utility)

Schedule: GRR, Second Revised

KANSAS SERVICE AREA

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

Sheet 6 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-b) Form of Notice: Notices of discontinuation sent to customers shall contain the following information:

- (1) The name and address of the customer and the address, if different, where service is rendered.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.
- (3) The date the disconnect notice goes into effect and the date it expires if disconnection has not yet occurred, and that time period shall be no more than one month.
- (4) Terms under which the customer may avoid discontinuance.
- (5) A statement that discontinuance may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for moneys not in dispute.
- (6) A statement to inform the customer on the availability of an administrative procedure which may be utilized in the event of a bona fide dispute pursuant to Section (5.2-e) of these Rules and Regulations, or under other special circumstances as listed in Section (5.2-d) of these Rules and Regulations. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection shall be clearly set forth. The notice shall also state that the customer may meet with a designated employee of the Company and may present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements or requesting a postponement of discontinuation.

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BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
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KANSAS SERVICE AREA

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Sheet 7 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-b) Form of Notice: (Continued)

- (7) The telephone number of the Commission's Consumer Protection Office should follow the statement in section (5.2-b)(6).

(5.2-c) Company Duties at Time of Discontinuation: Except for discontinuance pursuant to Sections (5.1-a)(2) - At customer request; Section (5.1-a)(3) - Dangerous Conditions Found on customer's premises; Section (5.1-a)(7) - Violation of Company Rules; and Section (5.1-a)(8) - Unauthorized interference with or diversion or use of Company Service; Section (5.1-a)(9) - Abandonment, Company will not discontinue service, unless: At the time of the proposed discontinuation, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notice of discontinuance must be open or available to the customer for the purpose of making pay arrangements, preventing discontinuance or obtaining reconnection.

The Company employee who is to disconnect service will be authorized to accept payment of amounts due for Company charges and thereby either avert disconnection or provide for reconnection.

The Company employee who is to disconnect service shall immediately preceding the discontinuation of service make a reasonable effort to:

- (1) Contact and identify himself or herself to the customer or responsible person then upon the premises and shall announce the purpose of his or her presence.
- (2) Identify and record the name of the person contacted.
- (3) Accept payment of all amounts tendered to him which are necessary to avert disconnection.

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Schedule: GRR, Second Revised

KANSAS SERVICE AREA
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Sheet 8 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-c) Company Duties at Time of Discontinuation: (Continued)

- (4) Record statements disputing the accuracy of the delinquent bill.
- (5) Record statements disputing the accuracy of the Company's findings concerning the cause for discontinuance.
- (6) Record statements concerning the medical condition of any permanent resident of the premises.

If contact with the customer is not made, the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance and giving the address and telephone number of the office where customer may arrange to have service restored.

(5.2-d) Discontinuation Under Circumstances Especially Dangerous to Health: If a residential customer notifies Company and establishes that:

- (1) Discontinuance would be especially dangerous to the health of the customer, resident member of the customer's family or other permanent resident of the premises where service is rendered, and,
- (2) Such customer is unable to pay for such service in accordance with the requirements of Company's billing or is able to pay for such service only in installments,

then Company shall allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the customer can make arrangements for reasonable installment payments.

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BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
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Sheet 9 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-d) Discontinuation Under Circumstances Especially Dangerous to Health: (Continued)

In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and customer's or other resident's medical condition, age, or disability.

Company may require written verification of the special danger to health by a physician or a public health official, including the name of the person endangered, a statement that he or she is a resident of the premises in question, the name, business address and telephone number of the certifying party, the nature of the health danger and approximately how long the danger will continue. Initial verification by the verifying party may be by telephone if written verification is forwarded to the utility within five days.

(5.2-e) Review of Disputes: When a customer advises the Company prior to the date of the proposed discontinuation of service, that all or any part of the billing as rendered is in dispute or that the utility's reasons for discontinuance are factually invalid, the Company will:

- (1) Immediately record the date, time and place the complaint is made.
- (2) Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
- (3) Investigate the dispute promptly and completely.
- (4) Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

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Sheet 10 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.2-e) Review of Disputes: (Continued)

Customer may advise Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to appropriate Company personnel.

Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meeting, formal or informal hearings, on-site visits or any other technique reasonably conducive to settlement of the dispute.

In the event that a dispute is not resolved to the satisfaction of the customer, after full investigation, and the Company intends to proceed with discontinuance, Company shall advise the customer of formal and informal procedures available before the Kansas Corporation Commission. The Company may then discontinue service if proper notice has been given.

5.3 Restoration of Service: Upon the customer's request, Company shall restore service promptly when the cause or discontinuation of service has been eliminated. Any collection, disconnection, or reconnection charges and all other utility charges due shall be paid before service is restored unless arrangements satisfactory to the Company are made by the customer for the payment of charges due the Company. These charges are in addition to any deposit which may be required by the Company before service is restored.

At all times, every effort shall be made to restore service on the restoration day requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. A reconnection charge may be required to be paid, as filed in the Schedule of Service Fees (Section 4.3).

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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: GRR, Third Revised

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Sheet 11 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

5.3 Restoration of Service: (Continued)

Unless otherwise specified in the Natural Gas Service Agreement, in the event a Customer orders a disconnection and a reconnection of service at the same premises within a period of twelve (12) months, the Company will collect, as a Reconnection Charge, the sum of such minimum bills as would have occurred during the period of disconnection but in no event less than the Reconnection Charge filed in the Schedule of Service Fees.

5.4 Cold Weather Rule

(5.4-a) Availability: The provisions of the Cold Weather rule (CWR) allow for special payment and disconnection procedures for any Kansas residential Customer with unpaid arrearages to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.

(5.4-b) Prohibitions on Disconnections. The company shall not disconnect a Customer's service between November 1 and March 31 when the local National Weather Service forecasts that the temperature will drop below 35 degrees or will be in the mid-30's or colder within the following 48 hour period unless:

- 1) It is at the Customer's request;
- 2) The service is abandoned;
- 3) A dangerous condition exists on the Customer's premises;
- 4) The Customer violates any rule of the Company which adversely affects the safety of the Customer or other persons, or the physical integrity of the Company's delivery system;
- 5) The Customer causes or permits unauthorized interference with, or diversion or use of utility service (meter bypass) situated or delivered on or about the Customer's premises;

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

(Name of Issuing Utility)

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Sheet 12 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.4-b) Prohibitions on Disconnections: (Continued)

- 6) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
- 7) The Customer tenders an insufficient funds check as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection is sent to the Customer

Under (1), (2), (3), and (4), the Company may disconnect service immediately. Under (5) or (6), the Company may disconnect service 48 hours after a disconnection notice is left on the Customer's door or personal or telephone contact is made and the telephone number of the Commission's Consumer Protection Office is given, or 10 days after notice is sent, whichever is quicker. Under (7), the Company may disconnect 10 days after notice is sent if the Customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems as defined therein have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the Customer of the residence. Customer shall also be charged the cost for any equipment damages. In addition, the Company will require an energy diversion trip charge of twenty-five (25) dollars for the service technician trip charges, as filed in the Schedule of Service Fees (Section 4.3).

(5.4-c) Responsibilities of Customers: In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the Customer shall:

- 1) Inform the Company of the Customer's inability to pay the bill in full;
- 2) Give sufficient information to allow the Company to make a payment agreement;

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Steven M. Jurek Vice President, Regulatory Services

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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: GRR, Third Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule: Index No. 8, GRR 2nd Revised, Sheet 13 of 15,
filed 5/4/2005

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

Sheet 13 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.4-c) Responsibilities of Customers: (Continued)

- 3) Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, and enter into an 11-month plan for payment of the rest of the arrearage or enter a payment plan as negotiated with the utility for the payment of the arrearage amount; and
- 4) Apply for federal, state, local or other assistance funds for which the Customer is eligible.

(5.4-d) Company Responsibility:

The Company shall mail a written notice of the Cold Weather Rule once a year at least 30 days prior to the CWR period to each residential Customer who is currently receiving service as well as to each residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service, and file a copy of the notice with the Commission.

The Company shall send one written notice mailed first class at least ten (10) days prior to termination of service. A Customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. These contacts are in addition to those required under Section (5.2). If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee shall leave a disconnect message on the door the day prior to disconnect. There will be no charge for this service. On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company will wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

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(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing Schedule: Index No. 8, GRR 2nd Revised, Sheet 14 of 15,
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No supplement or separate understanding shall modify the tariff as shown hereon.	Sheet 14 of 15 Sheets
<p>GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS</p> <p>(5.4-d) <u>Company Responsibility:</u> (Continued)</p> <p>The Company shall, in the telephone contact(s), the ten day written notice, the personal contact and the disconnect message on the door, in addition to the existing requirements contained in Section (5.2), also inform the Customer of the existence of the Cold Weather Rule, that the Customer can avoid disconnection by complying with Section (5.4-c) Responsibilities of Customers, and the telephone number of the Commission's Consumer Protection Office.</p> <p>Inform the Customer of, or provide a list of, the requirements of Section (5.4-c).</p> <p>Inform the Customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.</p> <p>Inform the Customer of, or provide a list of, all other pay arrangements for which the Customer might qualify.</p> <p>Adopt and inform Customers about a third-party notification plan.</p>	

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Schedule: GRR, Fourth Revised

KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.4-e) Other Provisions:

The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the CWR payment plan. A Customer who defaults on a CWR payment plan is not eligible for the arrearage average payment plan under Section (4.2-f) unless the arrearages from the prior CWR plan are paid.

A Customer who defaults on a CWR payment plan is eligible to enter into a new CWR payment plan upon making an initial payment as set forth in (3) above, paying any disconnect and reconnect charges and complying with the provisions of Section (5.4-c).

A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the CWR is considered to be a CWR payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

The Customer will be encouraged to renegotiate CWR payments if the customer receives utility or other lump sum assistance.

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d/b/a BLACK HILLS ENERGY
(Name of Issuing Utility)

Schedule: GRR, Second Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 9, GRR, 1st Revised, Sheet 1 of 2,
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Sheet 1 of 2 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

6. Customer's Service Obligations

6.1 Information from Customers:

Each customer, upon written request, shall furnish Company such reasonable data, as in Company's judgment, is necessary for the proper analysis of the gas load requirements of the customer.

6.2 Odorization of Natural Gas

Unodorized mainline and gathering line customers are responsible for the purchase and installation of the required odorizing equipment. Gas service will be discontinued to customers who fail to provide the required odorizing equipment. The required odorization equipment may be purchased and installed by the Company. Customer shall be responsible for the costs associated with the Company acquiring and installing odorizing equipment.

6.3 Compliance with Rate Schedules: If the Company has in effect more than one rate schedule, customer in order to secure the benefit of any rate must use service for purposes and in accordance with conditions specified in the schedule for such rate. Customers using service for purposes not permitted in rate schedule specified in service application may be required to execute new service application referring to the proper rate schedule. The Company reserves the right to re-bill for service rendered under the rate schedule applicable thereto for the period during which such service is in effect.

6.4 Customer Initiated Termination and Changes in Occupancy: Any contract made for gas service shall continue in full force and effect during its term. Service may be discontinued by customer in accordance with the terms of his contract. In case no term is specified or in case the time of notice of discontinuance is not specified, customer may discontinue his service upon giving two (2) days notice to the Company at its office of his intention to do so. Customer shall be liable for all service supplied to the premises for which customer has made application for service until the date specified in customer's notice of his intention of discontinuing service, provided such date does not give the utility less notice than specified above.

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KANSAS SERVICE AREA

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Sheet 2 of 2 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

6.4 Customer Initiated Termination and Changes in Occupancy: (Continued)

Where two (2) days notice is required, Sundays and legal holidays shall not be included in such period. When a change of occupancy takes place on any premises which is served by the Company, notice shall be given to the office of the utility two (2) days prior to the date of such change. In case no such notice is given to the Company, the outgoing occupant shall be responsible for all service supplied until such notice is given to the Company.

6.5 Defective Equipment and Interrupted Service: In case gas is found by customer to be escaping from any pipes or equipment in or about the customer's premises, the customer shall notify the Company's office at once. Defective appliances shall be disconnected at once and properly repaired before using again. In case of interruption of service, customer shall notify the Company immediately.

6.6 Charges for Work Done on Customer's Premises: The Company may charge for all materials furnished and for all work done on customer's premises, for trouble calls not occasioned by default or negligence on the part of the Company, repair of gas appliances, and any other work requested and authorized by customer for the repair of customer's equipment. The Company shall not charge for any costs of replacements or repairs to equipment furnished and owned by the Company on customer's premises except when damage is due to negligence or misuse of customer or his agents.

A. Customer to Furnish Right of Way. The Customer will provide or procure for the Company at his/her expense such right-of-way satisfactory to the Company, across property owned or otherwise controlled by the Customer, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supply of natural gas service.

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(Name of Issuing Utility)

Schedule: GRR, Fifth Revised

KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

7. Company's Service Obligations

7.1 Delivery Pressure:

Delivery of natural gas by Company for domestic and general service is expected to approximate four ounces. However, in no event shall delivery pressure for such Customer be less than two ounces or more than two pounds per square inch as measured at the Customer's meter outlet.

Where the Customer has entered into a standard gas sales contract with the Company, deliveries of gas will be made at the pressure specified in such contract. The Customer shall install, operate and maintain at its own expense, such pressure regulating devices as may be necessary to regulate the pressure of gas after delivery to the Customer.

7.2 Quality:

Except for deliveries from a gas gathering system, natural gas delivered by Company shall be merchantable natural gas. The average gross heating value of the gas will be at least 800 Btu per cubic foot on a dry basis with a maximum dew point of 7 pounds of water per million cubic foot. The gross heating value shall be determined as frequently as necessary for reasonably accurate determinations, by means of adequate apparatus.

The natural gas quality and pressure delivered to Farm Tap Delivery Point(s) from gas gathering systems may not provide adequate service reliability to customers. The gas quality and pressures may cause operational problems with gas-fired equipment. Unprocessed and untreated gas may contain quantities of water or hydrocarbon liquids, hydrogen sulfide, and other impurities, resulting in variable BTU content and percentage of hydrogen sulfide. Gas delivery pressures may decline significantly over time. Gas service is strictly dependent on adequate operating pressure, gas quality, and the production life of the gas wells connected to the gathering systems.

Nothing in this section shall be interpreted to mean that the Company is excused of the requirement to file an abandonment application with the Commission when it becomes necessary to discontinue service to any customer or customers regardless of the supply source of natural gas. Additionally, nothing in this section shall be interpreted to mean that the Commission cannot order the Company to pay reasonable fuel source conversion costs and related expenses to customers that have their service permanently discontinued.

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BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
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KANSAS SERVICE AREA

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

7.3 Liability of Company and Emergency Repairs:

(7.3-a) Liability of Company: The Company will use reasonable diligence in furnishing a regular and uninterrupted service but in case such service should be interrupted, or fail by reason of an act of God or public enemy, accidents, strikes, or their equivalent, legal process, state or municipal interferences, breakdowns or injury to the equipment of the Company, extraordinary repairs, or failure of wellhead, gathering systems, intrastate pipeline, or interstate pipeline suppliers to furnish adequate quantity, pressure, or quality of natural gas, the Company will not be liable in damages for any such interruption of service.

(7.3-b) Emergency Repairs: The Company reserves the right to shut off supply of gas at any time when such action is necessary for the purpose of making repairs or in case of any emergency. In such case, Company shall make every reasonable effort to restore service at the earliest practical moment. An interruption of service will not relieve Customer from any charges for service which has actually been rendered.

7.4 Information and Assistance to Customers:

(7.4-a) Request for Investigation: The Company is ready and anxious to render adequate and satisfactory service. If the Customer feels that service is not satisfactory, the nearest office of the Company should be advised in writing in order that a proper investigation may be made.

(7.4-b) Information Regarding Location and Character of Service: Upon request of any party interested therein, the Company shall furnish necessary information regarding the location of its gas mains and the character of service available to any location.

(7.4-c) Information Regarding Rates: The Company's rate schedules, general rules, regulations, terms and conditions are on file at the various offices of the Company for the information of any Customer interested therein. Upon request, the Company's agent in charge shall assist any interested party to procure information with reference thereof as may be desired.

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KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(7.4-c) Information Regarding Rates (continued)

Where the Company's rate schedules provide optional rates for the same character of service, Customer shall select the rate schedule under which he elects to be billed and agree to take service thereunder for a period of not less than one year. The Company will assist any Customer or prospective Customer to apply the Company's rate schedule, general rules, regulations, terms and conditions, and where optional schedules are available will advise such Customer or prospective Customer upon request as to the schedule appearing upon information then available to be most advantageous for the character of service to be taken.

(7.4-d) Giving of Notices: Notices to the Company concerning connection or disconnection may be in writing or by telephone. If oral orders are taken in person or over telephone by agent of the Company, the agent shall give the Customer their name and a confirmation number. A record of the request shall be kept for at least four (4) months.

(7.4-e) Oral Agreements: Agents of the Company are not authorized to bind the utility except by writing duly executed.

(7.4-f) Kansas Corporation Commission Complaint Procedure: Once a year, Company shall mail to each of its Customers a notice apprising them of the Commission's complaint procedure including its role in settling complaints which have reached an impasse. The notice should include the Commission's Consumer Protection Office's telephone number as well as a comment/complaint form concerning the Company's performance. The notices or copies of the notices shall be sent to the Commission.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(7.4-g) KCC Cold Weather Rule Notice: The Company shall mail a written notice of the Cold Weather Rule once a year at least 30 days prior to the CWR period to each residential Customer who is currently receiving service as well as to each residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.

7.5 Odorization of Natural Gas:

The Company will add an odorant to any gas which is distributed to the Company's retail Customers where the gas is used for domestic purposes. The Company will not add an odorant to any gas sold for resale at city or town gate or distributed for further processing or use where the odorant would serve no useful purpose as a warning agent. Such odorization shall be maintained at a level to be readily detectable in the atmosphere at all gas concentrations of one-fifth (1/5) of the lower explosive limit and above.

A forty eight dollar (\$48) annual odorization charge will be required of all of the Company's mainline and gathering line Customers taking gas odorized by the Company. The odorization charge will be billed at the rate of four (4) dollars per month and shall be added to the regular monthly bill for gas service and shall be in addition to the regular charge for gas used.

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KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

7.6 Excess Flow Valves

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

In accordance with Department of Transportation Regulation 49 C.F.R. Part 192.383, the written notification will include: 1) An explanation for the customer that an excess flow valve meeting the performance standards prescribed under Section 192.381 is available for the operator to install if the customer bears the costs associated with installation, 2) An explanation for the customer of the potential safety benefits that may be derived from installing an excess flow valve. The explanation must include that an excess flow valve is designed to shut off the flow of natural gas automatically if the service line breaks; 3) A description of installation, maintenance, and replacement costs. The notice will explain that if the customer requests the Company to install an EFV, the customer bears all costs associated with installation, and what those costs are. The notice will alert the customer that costs for maintaining and replacing an EFV may later be incurred, and what those costs will be, to the extent known.

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

Installation Charge:

New Service - \$30.00

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

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

8. Line Extension Policy

(8-a) Main Extensions:

Firm Customers: Company will extend its facilities without charge or advance payment where such extensions are necessary to serve Full Service customers (includes heating), firm prospective customers, or a group of such customers whose premises are located within the area in which the Company is authorized to operate, provided the necessary extension is not greater than 100 feet per prospective customer. The extension will be free of charge only if the Company, in accordance with Section (8-e), determines that the anticipated revenue is sufficient to prevent an undue burden on existing ratepayers.

Where Company deems anticipated revenue insufficient to justify such installation, Company will require a potentially refundable advance payment pursuant to the provisions of an "Extension Contract" as herein provided.

Subdivisions: Company will require a potentially refundable advance payment pursuant to the provisions of an "Extension Contract" as herein provided for the cost of mains installed in subdivision-type developments, unless conditions justify such installations without advance payment.

Interruptible, Irrigation and Oil Well Service: Company may install gas mains without charge or advance payment where it determines the anticipated revenue is sufficient to prevent an undue burden on existing ratepayers and conditions justify such installations.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(8-a) Main Extensions: (Continued)

New irrigation and oil well service customers connected to existing mains which were installed under previous extension policies will be required to assume their pro rata share of any monthly service charge still applicable to that particular main.

Extension Contracts: Customers making advance payments under this policy will be required to enter into a gas line agreement with Company. Applicants who execute the Extension Contract and provide a pro rata share of a required advance payment will receive a pro rata share of refund(s) for qualifying (Full Service) customers connected to the extension during the five (5) year term of the agreement at a rate per the executed gas line agreement. Any refunds will not exceed the amounts of the applicant(s) original total payment.

(8-b) Service Lines: New customers whose application for new service are approved will be subject to the following service line policies:

(1) Firm Customers: Qualified Full Service (includes space heating) Firm customers will be provided, at Company expense, measurement facilities and up to one hundred feet of service line from Company's main to customer's premises. Any service line extension beyond that amount will be charged to the customer at the per foot cost for that type and size of service. Any payments required from customers will be non-refundable.

(2) Interruptible, Irrigation and Oil Well Service: Company may provide service line at no cost to the customer. Required metering facilities will be provided at Company expense. Any payments required from customer will be non-refundable.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(8-c) Extensions of Mains and Services - Limitations

- (1) Limited Feasibility: The Company reserves the right, subject to the approval of the State Corporation Commission of Kansas, to refuse to install its facilities in or to any lot, tract or area on the basis of Company's judgment with respect to present and future connection factors and conditions when it would not be in the public interest to do so.
- (2) Right-of-Way and Franchise Limitations: Company shall not in any way be required to secure private right-of-way for the purpose of making extensions to gas mains or other facilities to premises of prospective customers. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions requested, but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.
- (3) Extensions on Unimproved Streets and Alleys: Company shall not be required to construct any extensions of gas mains or other facilities in any streets or alleys for which the property lines, sidewalk lines and curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city except where, although the street or alley is ungraded, the grade shall have been established and the contour of the ground shall not be more than twelve (12) inches above or below the established grade at the proposed locations of Company's mains.

(8-d) Installations and Maintenance Standards: All equipment and facilities, whether financed by the Company or by the Customer will be installed and maintained using standards and procedures as required by DOT minimum Federal Safety Standards for Gas Lines (Part 192, Title 49 CFR) and any State Corporation Commission amendments thereto.

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

Sheet 4 of 4 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

- (8-e) Feasibility of Main Extensions and Service Lines: In determining whether the expenditure is economically feasible, Company shall take into consideration the total cost of serving the Applicant, and will apply the general principle that the rendering of service to the applicant shall not have an undue burden on other customers.

- (8-f) Line Replacement Policy: Service/Yard Lines: Service and yard lines will be replaced as needed by the Company up to one hundred feet per customer. The replacement will be free of charge up to 100 feet unless the customer requires the meter to be set at property line. In the latter case, customer will be charged at the per foot cost for type and size of yard line. Any payments required from customers will be non-refundable.

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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: GRR, Third Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing: Index No. 12, GRR 2nd Revised, Sheet 1 of 4,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

9. Metering

9.1 Metering Basis:

(9.1-a) Unit of Measurement: The cubic foot shall be the standard unit for measuring quantity. For purposes of testing, a cubic foot of gas shall mean that amount of gas contained in a volume of one cubic foot (dry), at sixty degrees Fahrenheit at standard pressure (14.73 PSI), unless specified otherwise by contract. The British thermal unit shall be the standard unit for billing.

(9.1-b) Heating Value: The average gross heating value of the gas will be at least 800 BTU per cubic foot on a dry basis. The gross heating value shall be determined as frequently as necessary for reasonably accurate determinations, by means of adequate apparatus.

(9.1-c) Computation of Volumes of Gas Sold to Industrial Customers:

(1) Measurement Factors: The volume of gas delivered as measured at pipe line pressures shall be corrected to the unit of measurement. Measurement and determination of volumes delivered shall be made in accordance with the recommendations set forth in A.G.A. Gas Measurement Committee Report Number Three, as amended.

(2) Temperature: The temperature of the gas passing through the meters shall be assumed to be sixty (60) degrees Fahrenheit. Where a recording thermometer has been installed to record the temperature of the gas flowing through the meters, the arithmetic average of the hourly temperature so recorded shall be used in measurement computation.

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(Name of Issuing Utility)

Schedule: GRR, Second Revised

KANSAS SERVICE AREA
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Sheet 2 of 4 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(9.1-c) Computation of Volumes of Gas Sold to Industrial Customers: (Continued)

- (3) Specific Gravity: The specific gravity of the gas shall be determined as frequently as necessary for reasonably accurate determinations, by means of adequate apparatus and such gravity so obtained, shall be used in the measurement of gas.
- (4) Heat Content: The heat content of the gas shall be determined based on reasonably accurate determination and information regarding heat content of gas delivered by pipeline suppliers, calorimeters, and gas sampling.

9.2 Meters:

- (9.2-a) Meter: The gas delivered by Company to the customer shall be measured by an adequate meter of standard type, installed, operated and maintained by Company at its sole expense.
- (9.2-b) Location of Meters: Meters and meter connections for general service customers are to be set and maintained at customer's premises; however, in some cases operating and/or safety conditions may require some other location on customer's property, this to be decided by the Company. The meters and meter connections are the property of the Company and may be removed when the service is terminated for any cause. All interior piping, valves, fittings and appliances on the premises of the customer shall be furnished by the customer and are subject to the approval of the Company and the municipal authorities which have jurisdiction. The Company shall provide periodic leak surveys and maintain cathodic protection on the respective service line or yard line.

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(Name of Issuing Utility)

Schedule: GRR, Third Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(9.2-c) Inspection by Company: Customers shall permit employees and inspectors of the Company, when properly identified, to enter their premises at reasonable hours to examine the piping, appliances, and other equipment relating to the Company's service and to ascertain connected loads and make necessary tests.

(9.2-d) Testing of Company Meters: Company shall test its meters at reasonable intervals, not to exceed that specified by state regulation, and shall, at the time of the test, adjust the meter to record accurately.

In the event a Customer requests the Company to test a meter, the Customer shall deposit with the Company a Meter Test Fee of up to \$50.00 as filed in the Schedule of Service Fees (Section 4.3). If the meter is found to be within the accuracy limits as set forth in (9.2-e) hereunder, the entire Meter Test Fee will be retained in order to help defray the company's expense in testing the meter. In all other cases, the Meter Test Fee shall be refunded to the Customer.

(9.2-e) Adjustment of Measurement Errors: Should any meter fail to register or register inaccurately and on test is found more than two percent in error, the Company will refund to the Customer such percentage of the amount of the bill of the Customer for the period of such inaccuracy. If the period of inaccurate registration cannot be determined, the Company will refund such percentage of the bill of the Customer for the period of six (6) months just previous to the removal of such meter from service, or for the time the meter was in service, not exceeding six (6) months, as the meter shall have been shown to be in error by such test.

If on test the meter is found to be more than two percent (2%) slow, the Company may collect from the Customer the amount estimated to be due for gas not charged for in bills rendered but not to exceed the six-month period prior to such test.

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Schedule: GRR, Second Revised

KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(9.2-e) Adjustment of Measurement Errors (continued):

If a meter is found not to register for any period, the Company shall estimate a charge for the gas used, but not metered, by averaging the amounts used over similar periods preceding or subsequent thereto or over corresponding periods in previous years.

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Sheet 1 of 10 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10. General Language

10.1 Curtailment/Interruption of Service:

10.1-a(01) General Policy. Company, in the State of Kansas, supplies gas to its customers from direct wellhead or other intrastate purchases and from or through interstate pipeline suppliers. It is the Company's policy to curtail or interrupt both its direct and its indirect customers in substantial accordance with the priority of classifications and service categories set forth below.

Notwithstanding those priority classification and priority service categories, Company may fully or partially curtail service to customers when, in Company's opinion, curtailment or interruption is necessary to protect the supply and/or 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 and/or gas which is available, taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

10.1-a(02) Curtailment Initiation. Curtailment may be initiated by capacity constraints on Company's delivery system or a shortage of interstate transportation capacity or of gas supply. Curtailment initiation is most likely to occur during severe weather but may also result under other operating conditions. Company will attempt in good faith to provide a curtailment notice to affected sales customers or transportation customers by telephone, or when practicable in writing. During emergency situations, Company may use radio or television to notify customers. Curtailment notices may be changed by Company as conditions warrant.

10.1-a(03) Curtailment Procedures. Curtailment shall apply to the lowest priority category (Category 9) indicated in Section 10.1b Priority Classifications, and successively to each higher priority category as required. Should only partial service be available for an affected category, deliveries to a customer within that category shall be limited to the customer's pro rata share of service available to that category.

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Schedule: GRR, Second Revised

KANSAS SERVICE AREA
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

This share shall be based on the ratio of the customer's requirement in the category for which partial capacity is available to the sum of all customers' requirements in the same category. Notwithstanding the procedures set forth herein, in certain instances, curtailment may affect only an identifiable geographic area or customers receiving gas through a specific interstate pipeline. When such circumstances exist, Company may fully or partially curtail service to customers in accordance with the criteria set forth in 10.1-a(01) above, and will allocate as equitably as practicable the capacity and/or gas which is available.

10.1-b Priority Classification and Service Categories. When in the opinion of the Company, it becomes necessary to curtail or interrupt service to any of its direct or indirect customers in any of its service areas, the Company will observe the following priority classifications and, subject to other exceptions noted herein, curtail customers in the following order with Category 1 (highest priority) being curtailed last.

Category 1. All residential customers and all commercial customers using less than 500 Mcf per month, and hospitals approved

Category 2. Certain agricultural uses, with priority in the following order, with Category 2a being curtailed last:

- a. Alfalfa dehydration
- b. Irrigation
- c. Grain drying

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(Name of Issuing Utility)

Schedule: GRR, Second Revised

KANSAS SERVICE AREA
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Replacing Schedule: Index No. 13, GRR, 1st Revised, Sheet 3 of 10,
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

Category 3. All commercial customers using 500 Mcf per month or more; gas for plant protection when no alternate fuel is feasible; hospitals with alternate fuel capabilities; institutions and all schools.

Category 4. Oil production.

Category 5. All commercial and industrial uses not otherwise specified.

Category 6. (a) Process gas and gas for industrial feedstock. (b) Industrial uses of less than 500 Mcf where alternate fuel capabilities can meet such requirements.

Category 7. Industrial requirements of 500 Mcf or more per day but less than 5,000 Mcf per day, where alternate fuel capabilities can meet such requirements.

Category 8. Industrial requirements of 5,000 Mcf or more per day but less than 10,000 Mcf per day, where alternate fuel capabilities can meet such requirements.

For the purpose of implementing the above priority of service categories, the following definitions shall apply:

Residential: Service to customers which consist of direct natural gas in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses.

Institutions: Facilities other than schools, hospitals, commercial and industrial establishments. Example: prison facility.

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KANSAS SERVICE AREA

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

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

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

Plant Protection Gas: Minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

Feedstock Gas: Natural gas used as raw material for its chemical properties in creating an end product.

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

Boiler Fuel: Natural gas used as a fuel for the generation of steam or electricity, including the utilization of gas turbines for the generation of electricity.

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KANSAS SERVICE AREA

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

Alternate Fuel Capabilities: A situation where an alternate fuel could have been utilized whether or not the facilities for such use have actually been installed; provided, however, where the use of natural gas is for plant protection, feedstock, or process uses and the only alternate fuel is propane or other gaseous fuel, then the consumer will be treated as if he had no alternate fuel capability. Company, in its sole discretion, shall determine if it is feasible for a customer to install and use alternate fuel capability. The customer is deemed to have alternate fuel capability if Company determines an installation is feasible whether or not facilities are actually installed.

Customers, upon request, shall furnish Company such data, as in Company's judgment, is reasonable and necessary with regard to gas load usage, pattern of consumption, etc., including the gas load of those customers being served through a distribution system now owned or operated by the Company so as to enable Company to classify all customers into the proper service category.

10.1-c(01). Curtailment and Interstate Transportation Capacity or Supply Shortages. Company shall follow the procedure outlined in Section 10.1-a(03), Curtailment Procedures whenever there is a shortage of interstate transportation capacity or gas supply to Company's delivery system. Subject to 10.1-c(02) Curtailment and Company's Right to Take Gas Supply of Transportation Service Customers and the requirements set forth in this section, a customer taking Company's transportation service shall not be required to curtail its takes during supply shortages if Customer, or its natural gas supplier, provides verifiable evidence of confirmed deliveries to Company's distribution system. Company may request such additional support as it deems reasonable and necessary to confirm the deliveries to its distribution system. However, the customer's transportation service shall be strictly limited or curtailed to the volume of gas supply being delivered by customer to Company's delivery system whenever:

- a. a pipeline or the customer's supplier is unable or fails to deliver the customer's full nomination of it gas to Company's delivery system; or

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Schedule: GRR, Second Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 13, GRR, 1st Revised, Sheet 6 of 10,
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.1-c(01). Curtailment and Interstate Transportation Capacity or Supply Shortages
(continued)

- b. the customer's supply of natural gas is fully or partly discontinued; or
- c. Customer, or its natural gas supplier, does not provide verifiable evidence of confirmed deliveries to Company's distribution system. Company may request such additional support as it deems reasonable and necessary to confirm the deliveries to its distribution system.

Customer may not use Gas Imbalances from previous months to alter the level of transportation service gas delivered to the Customer during a period of curtailment. Transportation service used in excess of authorized levels shall be subject to the conditions of Section 10.1-c(03), Curtailment and Unauthorized Imbalances.

10.1-c(02). Curtailment and Company's Right to Take Gas Supply of Transportation Service Customers. Company shall have the authority but shall not be required to purchase all or a portion of a transportation service customer's natural gas supply during any curtailment which includes Category One customers. Company shall pay the index price of gas as listed for the day of curtailment, plus 10% for all gas purchased. Index Price shall be the corresponding pipeline price for that day as listed in *Gas Daily*. For Saturday and Sunday deliveries, prices will be calculated using that Friday's *Gas Daily* Index.

10.1-c(03). Curtailment and Unauthorized Imbalances. If a customer takes a volume of gas in excess of the volumes authorized to be used by the customer during any curtailment or interruption, the excess shall be considered an unauthorized imbalance. The customer shall be billed for unauthorized imbalances on daily delivery levels:

Unauthorized delivery charges: \$2.00 per Therm per day. Such charge will be in addition to the normal rate for volumes consumed.

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KANSAS SERVICE AREA

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.1-c(03). Curtailement and Unauthorized Imbalances (continued)

The payment of a penalty shall not give any customer the right to take unauthorized volumes, nor shall such payment exclude or limit any other remedies, including the discontinuance or disconnection of service, available to Company against the offending customer for failure to comply with its obligations to stay within its authorized limitation when ordered by the Company to do so.

If additional deliveries to End-User(s) beyond those nominated are made which result in the Company incurring additional pipeline charges and penalties, the Customer will be responsible for their allocated portion of such charges.

10.1-c(04). Curtailement and Emergency Usage A request to use gas above authorized levels may be made by a customer to forestall irreparable injury to life or property. Requests by telephone, must be followed immediately by a written request setting forth the nature, cause, and expected duration of the emergency. Written requests may be submitted by facsimile (fax) transmission. The customer must act to eliminate the cause of the emergency as soon as practicable. The charge for gas used above authorized levels shall be determined at the time Company receives the customer's request.

Company will process a request as soon as reasonably practicable. Company may deny such an emergency request where such a request would not be reasonable under the circumstances existing at the time of the request. Section 10.1-c(05) will apply to all decisions made under this section.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.1-c(05). Relief from Liability. Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a Customer or group of Customer because of curtailment of service. Company's relief shall apply if curtailment is according to the priority categories herein prescribed or from any other orders or directives of duly constituted authorities including, but not limited to, the Kansas Corporation Commission.

10.2 Title:

The Company warrants title to the natural gas it sells and that it has good right and lawful authority to sell the same.

10.3 Liability of Parties:

The Company and the Customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons caused or contributed to by the negligent acts or omissions of such indemnifying party in connection with the installation, presence, maintenance and operation of the property and equipment of such party.

The Company shall not be liable to Customer for its failure to deliver gas and the Customer shall not be liable to Company for its failure to receive gas, when such failure on the part of either shall be due to accident, supplier low pressure, gas quality, or breakage of pipelines, machinery or equipment fires, floods, storms, weather conditions, strikes, riots, legal interferences, acts of God or public enemy, non-owned pipeline pressures, shutdowns for necessary repairs and maintenance,

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Sheet 9 of 10 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.4 Rates:

The rates under which the bills for services are rendered are the present legal rates of the Company on file with the Commission and are subject to change in manner authorized or permitted by law.

10.5 War and National Defense:

During any period in which a state of war exists between the United States and any foreign power, both customer and the Company shall recognize that the national defense is paramount to any contractual obligations then existing between them and notwithstanding the provisions of any such contract, neither shall assert, nor be required to assume, any obligation which is inconsistent with or contrary to any governmental policy, rule, regulation or order made, issued or promulgated in the promotion thereof.

10.6 Pipeline Other Than Company:

All municipalities, corporations, companies, partnerships, individuals and other applying for service to be supplied over lines not owned by the Company will be required to construct or operate same under Company's established rules and regulations. The Company also reserves the right to reject any and all applications for service where same is to be supplied over lines not controlled by it.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.7 Tax Adjustments

(10.7-a) Special Taxes: When any city, county, state or other taxing subdivision imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on the Company, the amount thereof insofar as practical, shall be charged on a pro rata basis to all customers receiving natural gas service from the Company within the boundaries of such taxing subdivisions. This tax charge, in all cases, will be in addition to the regular charges for natural gas service.

(10.7-b) Gross Receipts Tax: Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each affected customer's bill, and the amounts so computed will be added to each customer's regular billing until such customer's proportionate share of the total tax is paid. The pro rata tax applicable to each customer will be identified on the customer's billing as such.

10.8 Waiver of Requirements

Waiver by the Company with respect to any default by a Customer in complying with the provisions of the Natural Gas Service Agreement and these Rules and Regulations shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

10.9 Authority and Waiver

The requirements contained in these standards may be waived in individual cases by the Commission upon written request by the Company showing that compliance with the requirement would not serve the interest of either the Company or the customer.

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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: RS-1, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 15, Schedule RS-1, 3rd Revised, Sheet 1 of 1
which was filed 5/16/2007

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

1 of 1 Sheets

RESIDENTIAL SERVICE (RS-1)

1. AVAILABILITY

This rate schedule is available to any individually metered, single-family residential Customer who uses the Company's gas service primarily for residential use. Residential use is defined as direct gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating, refueling natural gas vehicles and other residential purposes. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$16.00 per month
Commodity Charge: All consumption \$0.14524 per Therm, plus Cost of Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. For residential Customers, the net due date shall be the last date on which payments can, in the normal and reasonable course of Company's procedures, be credited to the Customer's account in preparing next normal billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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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: WNA Rider, Second Revised

KANSAS SERVICE AREA
 (Territory to which schedule is applicable)

Replacing: Index No. 16, WNA Rider, 1st Revised, Sheet 1 of 3
 which was filed 5/4/2005

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

Sheet 1 of 3 Sheets

WEATHER NORMALIZATION ADJUSTMENT RIDER

APPLICABILITY

This rider is applicable to all service provided under rate schedules RS-1, SC-1, SVF, and LVF. Service is subject to the NOTES AND DEFINITION OF TERMS section below.

NET ANNUAL CHARGE

A Weather Normalization Adjustment (WNA) Factor shall be applied to each monthly bill to refund revenue excesses or collect revenue deficiencies that occur as a result of deviations from normal weather. The WNA Factor shall be calculated by the formulas:

Formula (1):

$$WNAF_f = \frac{\left[\sum_{12} ((nHDD_m - aHDD_m) \times HSF_i + (nPHDD_m - aPHDD_m) \times PHSF_i) \times CC_{mi} \right] \times r_i}{aSalesTot} + ADJ$$

Formula (2):

$$ADJ = \frac{(PreviousCalculatedADJ - ActualRevenueADJ)}{aSalesTot}$$

Notes and Definition of Terms:

1. All terms and calculations are applicable to specific weather stations. Formulas (1) and (2) are calculated on an annual basis.
2. Data from the following weather stations shall be utilized: Dodge City, Garden City, Goodland, Hutchison, Liberal, Topeka, and Wichita.

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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

Schedule: WNA Rider, Second Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing: Index No. 16, WNA Rider, 1st Revised, Sheet 2 of 3
 which was filed 5/4/2005

(Territory to which schedule is applicable)

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

Sheet 2 of 3 Sheets

WEATHER NORMALIZATION ADJUSTMENT RIDER (Continued)

3. The *WNA Calculation Period* shall consist of the twelve-month period ending September 30.
4. Company shall file a report with the Commission by October 25th of each year showing the calculation of the WNA Factor for the WNA Calculation Period.
5. The *WNA Collection Period* shall consist of the twelve-month period ending October 31. Therefore, the Annualized WNA Factor will appear over the WNA Collection Period starting with monthly bills rendered after November 1st.
6. The *Previous Calculated Revenue ADJ* is the total revenue excess/deficiency for the prior WNA Calculation Period.
7. The *Actual Revenue ADJ* is the total revenue actually collected/refunded during the prior WNA Collection Period.

Where:

WNAF = Annualized WNA Factor, calculated in accordance with Formula (1)

nHDD_m = normal heating degree days (HDDs) for month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR

aHDD_m = actual HDDs for month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR

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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: WNA Rider, Third Revised

KANSAS SERVICE AREA
 (Territory to which schedule is applicable)

Replacing: Index No. 16, WNA Rider, 2nd Rev, Sheet 3 of 3,
 which was filed 5/16/2007

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

Sheet 3 of 3 Sheets

WEATHER NORMALIZATION ADJUSTMENT RIDER (Continued)

- HSF_i = heat sensitive factor for current month, applicable to service schedule i, as approved in Docket No. 07-AQLG-431-RTS
- nPHDD_m = normal HDDs for month prior to month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR
- aPHDD_m = actual HDDs for month prior to month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR
- PHSF_i = heat sensitive factor for prior month, applicable to service schedule i, as approved in Docket No. 07-AQLG-431-RTS
- CC_{mi} = customer count for month m, applicable to Service Schedule i
- r_i = applicable margin rate for Service Schedule i
- aSalesTot = the sum of actual monthly sales over the current WNA Calculation Period applicable to Service Schedule i

8. The WNA Account Balance may be periodically reviewed by the Company and by the Commission. The WNA Factor may be revised by the Commission if it appears at any time on review that the WNA Account Balance at the end of the WNA Collection Period will be substantial.

9. The WNA Factor shall be calculated to the nearest \$0.0001/Mcf.

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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

Schedule APR Rider, First Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing: Index No. 17, APR Rider, Sheet 1 of 1,
which was filed 5/4/2005

(Territory to which schedule is applicable)

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

Sheet 1 of 1 Sheets

ACCELERATED PIPELINE REPLACEMENT RIDER

APPLICABILITY

This Rider is applicable to service provided under all retail sales and transportation customers.

RATE

Pursuant to the Commission's order dated May 5, 2005 in Docket No. 05-AQLG-367-RTS, the Company shall recover the cost of replacing the gas main that runs parallel under pavement the entire length of 13th Street in Wichita, Kansas. The cost shall be collected by use of a surcharge over a three-year period, beginning with start of construction on the project. After the end of the three-year period, the Company shall prepare a true-up of the actual cost of the program and the actual amount collected from customers under the surcharge.

APR True-up = Actual Cost of the Project - Collections
= \$151,973

Surcharge = \$0.00099 per Therm

Surcharge to be in effect March 1, 2009 through June 30, 2009. At the end of the period any over or under recovery will be included in the Company's ACA filing in October 2009.

Issued _____
Month Day Year

Effective March 1, 2009
Month Day Year

By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

05-AQLG-367-RTS
Approved
Kansas Corporation Commission
February 23, 2009
/S/ Susan K. Duffy

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

Schedule: AVTS Rider, First Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing: Index No. 17A, AVTS Rider, Sheet 1 of 1,
which was filed 4/7/2008

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

Sheet 1 of 1 Sheets

AD VALOREM TAX SURCHARGE RIDER

APPLICABILITY

This rider is applicable to every bill for service provided under each of the Company's sales and transportation rate schedules except where not permitted under a separately negotiated contract with a customer. Not applicable to bills for Irrigation Sales Service, Irrigation Transportation Service, or Wholesale Gas Service.

RATE

The Ad Valorem Tax Surcharge shall be applied to the delivery charge on a customer's regular monthly bill. The surcharge shall be computed as follows:

The sum of: The total Ad Valorem taxes levied for the year

Minus: The Ad Valorem taxes included in the Company's current rates as approved by the Commission in Docket No. 07-AQLG-431-RTS

Plus: Any amount under-collected by prior Ad Valorem Tax Surcharges, or

Minus: Any amount over-collected by prior Ad Valorem Tax Surcharges

Divided by: The total volumes used in Docket No. 07-AQLG-431-RTS to calculate the Company's current rates.

DEFINITIONS AND CONDITIONS

1. The Ad Valorem Tax Surcharge is intended to recover changes in the real estate and personal property taxes pursuant to K.S.A. 66-117(f).
2. The Ad Valorem Tax Surcharge shall become a part of the total bill for gas service and need not be itemized separately on the customer's bill.
3. All provisions of this rider are subject to changes made by order of the Commission.

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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

Schedule GSRS Rider, First Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 17B, GSRS Rider, Sheet 1 of 1
which was filed 7/15/2008

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

Sheet 1 of 1 Sheets

GAS SYSTEM RELIABILITY SURCHARGE RIDER

APPLICABILITY

This rider is applicable to every bill for service provided under each of the Company's sales and transportation rate schedules except where not permitted under a separately negotiated contract with a customer. Not applicable to bills for Irrigation Sales Service, Irrigation Transportation Service, or Wholesale Gas Service.

RATE

The Gas System Reliability Surcharge (GSRS) shall be applied to each monthly bill. The surcharge shall be as follows:

- RS-1: \$0.60 per meter per month
- SC-1, SCTS-A: \$0.83 per meter per month
- SVF, SVI, and SVTS-A: \$3.16 per meter per month
- LVF, LVI, LVTS-A, OLVTS-A, and LVTS: \$5.09 per meter per month

DEFINITIONS AND CONDITIONS

1. The GSRS is intended to recover charges for natural gas public utility plant projects pursuant to K.S.A. 66-2001 through 66-2204.
2. The monthly GSRS charge shall be allocated among customers in the same manner as approved in Docket No. 07-AQLG-431-RTS.
3. The GSRS shall be charged to customers as a monthly fixed charge and not based on volumetric consumption. Such monthly charge shall not increase more than \$0.40 per residential customer over the base rates in effect for the initial filing of a GSRS. Thereafter, each filing shall not increase the monthly charge for more than \$0.40 per residential customer over the most recent filing of a GSRS.
4. At the end of each twelve-month calendar period the GSRS is in effect, the utility shall reconcile the differences between the revenues resulting from a GSRS and the appropriate pretax revenues as found by the Commission for that period and shall submit the reconciliation and a proposed GSRS adjustment to the Commission for approval to recover or refund the difference through adjustments of the GSRS charge.
5. All provisions of this rider are subject to changes made by order of the Commission.

Issued _____
Month Day Year

Effective October 1, 2009
Month Day Year

By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

09-BHCG-886-TAR
Approved
Kansas Corporation Commission
September 14, 2009
/S/ Susan K. Duffy

BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC

d/b/a BLACK HILLS ENERGY

(Name of Issuing Utility)

Schedule: SC-1, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 18, Schedule SC-1, 3rd Revised, Sheet 1 of 1
which was filed 5/16/2007

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

Sheet 1 of 1 Sheets

SMALL COMMERCIAL SERVICE (SC-1)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer who uses the Company's system and has experienced, or anticipates experiencing, an annual consumption of natural gas less than or equal to 500 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$22.75 per month
Commodity Charge: All consumption \$0.14524 per Therm, plus Cost of Gas

Adjustable Rate: Company may reduce the Commodity Charge up to \$.1000 per Therm to meet a competitive alternative to Company's service. The Customer shall be required to sign a special agreement listing the reduced charge, term of service and other conditions of service.

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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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:

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

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

Sheet 1 of 1 Sheets

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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: SVF, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 20, Schedule SVF, 3rd Revised, Sheet 1 of 1
filed 5/16/2007

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

Sheet 1 of 1 Sheets

SMALL VOLUME FIRM SERVICE (SVF)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 500 MCF, but less than or equal to 5,000 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$40.00 per month
Commodity Charge: All consumption \$0.12500 per Therm, plus Cost of Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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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: LVF, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 21, Schedule LVF, 3rd Revised, Sheet 1 of 1,
filed 5/16/2007

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

Sheet 1 of 1 Sheets

LARGE VOLUME FIRM SERVICE (LVF)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 5,000 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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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: SVI, Fourth Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing: Index No. 22, Schedule SVI, 3rd Revised, Sheet 1 of 1
which was filed 5/16/2007

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

Sheet 1 of 1 Sheets

SMALL VOLUME INTERRUPTIBLE SERVICE (SVI)

1. AVAILABILITY

This rate schedule is available, on interruptible terms only, to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 500 MCF and less than or equal to 5,000 MCF. Service is not available under this rate schedule for resale to others.

2. RATE

Customer Charge: \$40.00 per month
Commodity Charge: All consumption \$0.12500 per Therm, plus Cost of Interruptible Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96, excluding the Demand Component "D". The Company's cost of gas will apply, and is in addition to the above rates.

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Month Day Year

By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

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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: LVI, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 23, Schedule LVI, 3rd Revised, Sheet 1 of 1,
which was filed 5/16/2007

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

Sheet 1 of 1 Sheets

LARGE VOLUME INTERRUPTIBLE SERVICE (LVI)

1. AVAILABILITY

This rate schedule is available, on interruptible terms only, to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 5,000 MCF. Service is not available under this rate schedule for resale to others.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Interruptible Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96, excluding the Demand Component "D." The Company's cost of gas will apply, and is in addition to the above rates.

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Signature

Steven M. Jurek Vice President, Regulatory Services

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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 IR, Third Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing: Index 24, Schedule IR, 2nd Revised, Sheet 1 of 1
which was filed 5/4/2008

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

Sheet 1 of 1 Sheets

IRRIGATION SERVICE (IR)

1. AVAILABILITY

This rate schedule is available on interruptible terms only to any Customer using the Company's gas service primarily for crop irrigation. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$25.00 per month
Commodity Charge: All consumption \$0.05100 per Therm, plus Cost of Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96, excluding the Demand component "D". The cost of gas is in addition to the above rates.

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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 WGS, Third Revised

KANSAS SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 25, WGS, 2nd Rev, Sheet 1 of 1,
which was filed 5/16/2007

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

Sheet 1 of 1 Sheets

WHOLESALE GAS SERVICE (WGS)

1. AVAILABILITY

This rate schedule is available to any natural gas distribution or municipally-owned gas distribution system (utility) for resale at points on the Company's transmission system where adequate pressure and capacity exists. Service hereunder is by contract only and includes Customers receiving wholesale service on the effective date hereof. Service hereunder is for 100 percent of customer's requirements.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Gas

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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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 CNG, Second Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 26, CNG, 1st Rev, Sheet 1 of 1,
which was filed 5/4/2005

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

Sheet 1 of 1 Sheets

COMPRESSED NATURAL GAS SERVICE (CNG)

1. AVAILABILITY

This rate schedule is available for firm service to any facility at a single location used for the sole purpose of compressing natural gas for reuse in natural gas vehicles. Gas sold for CNG shall be metered separately from other natural gas uses at the facility. A single location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

2. RATE

Customer Charge: \$6.00 per month
Commodity Charge: All consumption \$0.35000 per Therm,
(includes margin of \$0.02500 per Therm)

3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility 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 date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is not subject to Purchase Gas Adjustments or Annual Cost Adjustments. Service will be provided using the system supply of gas. Any over or under-collections of gas costs shall flow through FERC Account 191.

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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 ED, Second Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 27, ED, 1st Rev, Sheet 1 of 2,
which was filed 5/4/2005

No supplement or separate understanding
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Sheet 1 of 2 Sheets

ECONOMIC DEVELOPMENT SERVICE (ED)

1. AVAILABILITY

This rate schedule is available to any Small Commercial, Small Volume Firm, or Large Volume Firm Customer who satisfies the following requirements:

- A. a new customer who has a minimum requirement of 50 MCF per day,
or
an existing customer that expands facilities or operations such that incremental gas requirements are increased by more than 50 MCF per day, and annual gas consumption increases by 5% or more.
- B. Only customers engaged in a Kansas basic enterprise, as defined in Senate Bill 574, Kansas Partnership Fund, adopted by the Kansas legislature in 1988, are eligible for this tariff.

2. RATE

- A. Customer charge shall be the same as the applicable sales or transportation rate schedule.
- B. Sales rate shall be the gas cost of the applicable rate schedule plus a discounted margin as defined in section D.
- C. Transportation rate shall be the discounted margin, as defined in section D, of the applicable transportation rate schedule.
- D. Margin of the applicable sales or transportation rate schedule shall be discounted over a two year period up to the maximum shown in the following schedule:

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

Sheet 2 of 2 Sheets

ECONOMIC DEVELOPMENT SERVICE (ED) (continued)

Contract Year

Maximum Discount

1st

60%

2nd

40%

At the end of the second year, the discounts will cease.

E. No Annual Cost Adjustment (ACA) relating to gas costs shall be charged during the first year.

3. TERM OF SERVICE

The Company may terminate this service with respect to new loads at any time following the first anniversary of the effective date of this tariff. Any customer receiving service under this tariff at the time of its termination will continue to receive the incentive rates through the end of the second contract year.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission and the terms of the Gas Sales Contract between customer and Company.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to any sales rate schedules used for this service.

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Schedule PGA-96, Second Revised

KANSAS SERVICE AREA

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Replacing: Index No. 28, Schedule PGA-96, 1st Rev, Sheet 1 of 6,
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Sheet 1 of 6 Sheets

PURCHASED GAS COST ADJUSTMENT PROCEDURE (PGA)

RATES SUBJECT TO THE PGA ADJUSTMENT CLAUSE

All of the Company's firm, interruptible and sale-for-resale rate schedules for its Kansas gas operations shall be subject to a purchased gas cost adjustment as shown in each of the Company's rate schedules.

DETERMINATION OF PURCHASED GAS COST ADJUSTMENT

The Purchased Gas Adjustment (PGA) (Cost of Gas) shall be computed using the formula:

$$PGA \text{ (Cost of Gas)} = D + C + ACA + TOP + CRR - OP + R$$

- D** = $(P_D + E_D + S_D)/V_F$, the Demand component of the Cost of Gas, computed to the nearest \$0.00001 per Therm; including pipeline capacity charges, transition costs, and any other FERC approved charges collected on a demand basis;
- C** = $(P_C + E_C + S_C)/V$, the Commodity component of the Cost of Gas, computed to the nearest \$0.00001 per Therm;
- ACA** = Actual Cost Adjustment as defined on sheet 4;
- TOP** = Take or Pay charges in accordance with KCC Order of June 2, 1993 in Docket No. 181,835-U;
- CRR** = Capacity Release Revenues as defined on sheet 4; applicable only to firm sales volumes, as approved in Docket No. 190,061-U;

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Replacing: Index No. 28, Schedule PGA-96, 1st Rev, Sheet 2 of 6,
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- OP** = Overrun Penalties as defined on sheet 5; applicable only to firm sales volumes, as approved in Docket No. 190,061-U;
- R** = Refunds as defined on sheet 5;
- I** = The Interruptible Cost of Gas, equal to: (C + ACA + TOP + R)
- P_D** = The estimated total annual demand cost associated with the purchase of gas and with the transportation of gas to serve Kansas customers.
- E_D** = The estimated net annual demand cost (positive or negative) arising from exchange gas transactions.
- S_D** = The estimated total annual demand cost associated with gas storage contracts entered into by the Company for the benefit of Kansas customers.
- V_F** = The estimated annual firm sales volumes in Therms.
- P_C** = The estimated total annual cost associated with the purchase of gas and with the transportation of gas to serve Kansas customers less the amount included in P_D.
- E_C** = The estimated net annual cost (positive or negative) arising from exchange gas transactions less any amount included in E_D.
- S_C** = The estimated total annual cost associated with gas storage contracts and gas storage projects owned by the Company (including gas withdrawals, less gas injections) incurred by the Company to serve Kansas customers, less amounts included in S_D above.
- V** = The estimated total annual sales volumes in Therms.

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COSTS INCLUDED IN THE PURCHASED GAS ADJUSTMENT

The cost of gas included in the computation shall consist of all costs properly included in FERC Accounts 800, 801, 802, 803, 804, 805, 806, 808 and 809, and specifically excludes the cost of any penalties levied by suppliers for over-running allotments.

FREQUENCY OF CHANGE

The adjustments under this provision shall be computed and filed annually by November 1 of each year and will project the average cost of gas for the twelve months ending September 30 of the following year. During the ensuing twelve month period, a change in rate will be reflected only when the company experiences a change or changes in supplier rates or in sources of supply; the cumulative effect of which change or changes computed according to the computation formula is to produce an increase or decrease in the new projected effective rate for purchased gas of at least \$0.003 per Therm. Monthly reports will also be filed in a form and manner as prescribed by the Commission.

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KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 28, Schedule PGA-96, 1st Rev, Sheet 4 of 6,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 6 sheets

SETTLEMENT PROVISION

Subsequent to the effective date of this clause, the Company shall maintain continuing separate monthly comparisons of the actual cost of gas as shown on the books and records of the company, exclusive of refunds, and the cost recovery of the same month calculated by multiplying the volumes sold during said month by the sum of the currently effective cost of gas and the prior year's "Actual Cost Adjustment" (ACA). Separate comparisons will be maintained for each rate schedule (RS, SC, SVF, LVF, SVI, LVI, and WGS). For each twelve month billing period ended September 30, the differences of the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. An ACA shall be computed by dividing the cumulative balance of under-recovered or over-recovered gas costs by the actual annual sales volumes in Therms (V). This adjustment shall be rounded to the nearest \$0.00001 per Therm and applied to sales billed on or after the first day of the month following the month in which the adjustment has been approved by the Commission. The ACA shall remain in effect until superseded by subsequent ACA's calculated according to this provision.

The cumulative balance of over-recovered or under-recovered costs shall include the Gas Cost portion of uncollectible accounts billed to customers under this Schedule during the preceding Computation Year and which remains unpaid. The Gas Cost portion of uncollectible accounts is recoverable through the ACA to the extent that it is greater than bad debt expense allowed in base rates. If the Gas Cost portion of uncollectible accounts is less than the bad debt expense allowed in base rates, the difference shall be included as a credit to the cumulative balance. This sub-component of the ACA will be a separate line item on Sheet PGA-1, Page 1 of the Purchase Gas Adjustment.

CAPACITY RELEASE REVENUES

The Company shall maintain a continuing monthly comparison of fifty percent of the actual capacity release credits received (applicable to its Kansas jurisdiction) and the capacity release credits distributed. The differences of the comparisons described above shall be accumulated to produce a cumulative balance of under or over distributed credits. An Accumulated Capacity Release Factor will be calculated annually by dividing the accumulated balance of under or over distributed credits by the volume of actual sales during the twelve month period ending September 30th. The Accumulated Capacity Release Factor will be applied to the Purchased Gas Cost Factor each month. The Accumulated Capacity Release Balance will be adjusted by the monthly capacity release under/over disbursements.

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(Name of Issuing Utility)

KANSAS SERVICE AREA

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which was filed 5/4/2005

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Sheet 5 of 6 sheets

OVERRUN PENALTIES

Overrun penalties applicable to the Company's Kansas jurisdiction shall be separately accumulated. The company shall maintain a continuing monthly comparison of the actual penalties received (applicable to its Kansas jurisdiction) and the amount recovered from customers. The differences of the comparisons described above shall be accumulated to produce an Accumulated Penalty Balance, that is, a cumulative balance of under or over-recovered penalties. An Accumulated Penalty Recovery Factor will be calculated annually by dividing the accumulated balance of under or over-recovered penalties by the volume of actual sales during the twelve month period ending September 30th. The Accumulated Penalty Recovery Factor will be applied to the Purchased Gas Cost Factor each month. The Accumulated Penalty Balance will be adjusted by the monthly penalty under/over recovery.

REFUND PROVISION

For the purpose hereof, unless the Kansas Corporation Commission shall otherwise order, refunds, or a balance in the refund account in excess of \$0.005 per Therm for purchased gas from suppliers (including interest from suppliers) received by the Company from charges paid for natural gas resold to its customers shall be refunded to such customers as a reduction to their Purchased Gas Adjustment. Within ninety (90) days of the receipt of a refund from a supplier in excess of \$0.005 per Therm, the Company shall file with the Commission and propose to make effective, the appropriate Purchased Gas Adjustment reflecting the decrease and an associated statement showing the computation of the refund adjustment.

In the event any refund received from the Company's suppliers is less than the equivalent of \$0.005 per Therm, such refund shall be credited to the refund account. The credit balance in such account, exclusive of those amounts which have been included in the calculation of refunds then in progress, shall be accumulated to the equivalent of \$0.005 per Therm for purchased gas from the supplier before commencing a subsequent refund as hereinbefore provided.

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KANSAS SERVICE AREA

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Replacing: Index No. 28, Schedule PGA-96, 5th Revised, Sheet 6 of 6,
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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 6 of 6 sheets

REFUND PROVISION (continued)

The length of the refund period shall generally be twelve (12) months, except that each refund period may be lengthened or shortened by the Company to avoid a total refund materially above or below the refundable amount.

After the refunding period is completed, the difference between the refund(s) received from the Company's suppliers and the amount refunded to the respective Customer classes, shall be determined and said difference (debit of credit) retained in the refund account(s) until such time as a subsequent refund is received from such suppliers. The balance in said refund account(s) shall be added to any subsequent refund before computing a new refund adjustment.

LINE LOSS LIMITATIONS

In the event that the line loss (unaccounted for gas) statistic for the computation period exceeds the limit of 4% (utilizing total gas purchases, including receipts of gas transported for others, and sales, including deliveries of gas transported for others, made by the company in Kansas), the Company will compute the purchased gas adjustment using the limit value rather than the actual estimated operating statistic value.

GAS HEDGE PROGRAM

The Company shall operate its Gas Hedge Program pursuant to the Commission's orders in Docket No. 05-AQLG-616-HED. Costs and revenues associated with any purchase of straight call options and other alternative risk management strategies, the balance of which shall not exceed \$2.3 million per year, shall be recovered as a separate cost component from all PGA customers except irrigation during the months of April through October. Any over or under recovery, and any of the budget amount not used by the Company, shall be reflected in the Company's subsequent ACA filing. During the months of November through March, the monthly costs and revenues generated from the exercise of all financial derivatives shall be flowed back to all PGA customers except irrigation as a cost component of the respective monthly PGA. The Company shall also make such report or reports deemed necessary by the Commission regarding such costs and revenues.

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Schedule TI, Sixth Revised

KANSAS SERVICE AREA

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 which was filed 5/16/2007

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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.

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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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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).

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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 _____
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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 SCTS-A, First Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 31, Schedule SCTS-A, 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

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>	\$22.75 per Delivery Point per Month
<u>Delivery Charge:</u>	\$0.14524 per Therm Delivered
<u>L&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.

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Steven M. Jurek Vice President, Regulatory Services

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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 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 5/16/2007

No 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.

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Steven M. Jurek Vice President, Regulatory Services

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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 SVTS-A, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 32, Schedule SVTS-A, 3rd Rev, 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

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:

<u>Facility Charge:</u>	\$ <u>40.00</u>	per Delivery Point per Month
<u>Delivery Charge:</u>	\$ <u>0.12500</u>	per Therm Delivered
<u>L&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.	

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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 SVTS-A, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 32, Schedule SVTS-A, 3rd Rev, Sheet 2 of 2
which was filed 5/4/2005

No 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.

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Month Day Year

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Signature

Steven M. Jurek Vice President, Regulatory Services

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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 LVTS-A, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 33, Schedule LVTS-A, 4th Rev 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

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:
 - Facility Charge:* \$ 256.00 per Delivery Point per Month

 - Delivery Charge:* \$ 0.05900 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.

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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 LVTS-A, Fourth Revised

KANSAS SERVICE AREA

Replacing: Index No. 33, Schedule LVTS-A, 3rd Rev, Sheet 2 of 2
which was filed 5/4/2005

(Territory to which schedule is applicable)

No 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.

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Signature

Steven M. Jurek Vice President, Regulatory Services

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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 LVTS, Sixth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 34, Schedule LVTS, 5th Rev, Sheet 1 of 1
 which was filed 5/16/2007

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:

Facility Charge: \$256.00 per Delivery Point per Month

Delivery Charge: \$ 0.05900 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:

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.

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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 ITS-A, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 35, Schedule ITS-A, 4th Rev, 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

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:
 - Facility Charge:* \$25.00 per Delivery Point per Month

 - Delivery Charge:* \$ 0.05100 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.

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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 ITS-A, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 35, Schedule ITS-A, 3rd Rev, Sheet 2 of 2
which was filed 5/4/2005

No 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.

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Signature

Steven M. Jurek Vice President, Regulatory Services

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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 OLVTS-A, Third Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 36, Schedule OLVTS-A, 2nd Rev, 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

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: \$ 256.00 per Delivery Point per Month

Delivery Charge: \$ 0.05900 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

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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

Schedule OLVTS-A, Second Revised

(Name of Issuing Utility)

KANSAS SERVICE AREA

Replacing: Index No. 36, Schedule OLVTS-A, 1st Rev, Sheet 1 of 2
which was filed 5/4/2005

(Territory to which schedule is applicable)

No 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.

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Month Day Year

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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, Sixth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 37, Schedule OTC, 5th Rev, Sheet 1 of 7

which was filed 5/16/2007

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, 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:

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Steven M. Jurek Vice President, Regulatory Services

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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, Second Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 3rd Rev, Sheet 2 of 7,
which was filed 5/16/2007

No 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, \$10.77per Dekatherm in excess of 105% of confirmed nomination.
 - 2. For consumption less than the confirmed nomination, there is no charge.

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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, Third Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 2nd Rev, Sheet 3 of 7,
which was filed 5/4/2005

No 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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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, 3rd Rev, Sheet 4 of 7
 which was filed 5/16/2007

No 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.]

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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, 2nd Rev, Sheet 5 of 7
 which was filed 5/4/2005

No 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.

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Schedule OTC, Sixth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 37, Schedule OTC, 5th 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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Schedule OTC, Eighth Revised

KANSAS SERVICE AREA

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

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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:

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Schedule OTC, Second Revised

KANSAS SERVICE AREA

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Replacing: Index No. 37, Schedule OTC, 1st Rev, Sheet 8 of 8
 which was filed 11/1/2007

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> <i>(Company Pays Customer)</i>	<u>Underage</u> <i>(Customer Pays Company)</i>
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 Kinder Morgan Interstate Gas Transmission an average of the ADIP's for Northern Natural Gas Pipeline, SouthernStar Central Gas Pipeline and Panhandle Eastern Pipeline will be used. For OneOk Field Services, 104% of Inside FERC for Northern Natural Gas-Demarcation plus \$1.15 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.

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Schedule OTS, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index 38, Schedule OTS, 4th Rev, Sheet 1 of 5
 which was filed 5/16/2007

No 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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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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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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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.

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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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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.

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

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).

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.

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

- 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.

- 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.

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Sheet 4 of 9 Sheets

TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

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.

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.

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 TTC, Eighth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 7th Rev, Sheet 5 of 8,
 which was filed 5/16/2007

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

Sheet 5 of 9 Sheets

TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

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.

14. **Nomination:** Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month shall contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>) and inform them of the volumes to be transported by receipt point(s) and by delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. 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 provision, including, but not limited to, monthly cashouts.

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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, Fifth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule: TTC, 4th Rev, Sheet 6 of 8,
which was filed 5/16/2007

No 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.

- a. 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.
- b. 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.
- c. 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

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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 TTC, Fourth Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 3rd Rev, Sheet 7 of 8,
 which was filed 5/16/2007

No 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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Effective Feb. 20, 2009
 Month Day Year

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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, Third Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, 2nd Rev, Sheet 8 of 8,
which was filed 5/16/2007

No 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.

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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 TTC, First Revised

KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Replacing: Index No. 39, Schedule TTC, Sheet 8 of 8
which was filed 5/16/2007

No 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 prorata 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:

- 1) Accept the End-User as a firm sales customer without condition,
- 2) 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,
- 3) Accept the End-User as an interruptible customer only.

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Appendix D. Output Spreadsheets

Continued on the next page.

PORTFOLIO

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	2,950	4,693	6,989	6,988	6,988	28,608
Savings (therms)	284,086	473,178	699,321	699,321	699,321	2,855,227
Savings (kWh)	207,530	366,769	459,453	459,453	459,453	1,952,658
Savings (DTh)/Dollar Expenditure	0.019	0.021	0.024	0.024	0.024	0.023
Capacity Savings (peak day therms)	2,796	4,745	7,099	7,099	7,099	28,836
Total Societal Cost	\$1,909,292	\$2,993,959	\$4,116,588	\$4,104,978	\$4,092,286	\$17,217,103
Direct Participant Costs	\$1,231,820	\$2,129,901	\$3,026,538	\$3,026,538	\$3,026,538	\$12,441,335
Direct Utility Costs	\$1,472,552	\$2,256,694	\$2,922,436	\$2,910,826	\$2,898,134	\$12,460,643
Incentives	\$795,080	\$1,392,636	\$1,832,386	\$1,832,386	\$1,832,386	\$7,684,875
Program Administration	\$115,900	\$177,190	\$244,008	\$251,456	\$257,833	\$1,046,387
Program Evaluation	\$57,400	\$94,000	\$125,600	\$125,800	\$126,900	\$529,700
Audit Site Visit and Delivery	\$136,548	\$246,940	\$370,500	\$370,500	\$370,500	\$1,494,988
Dealer Incentives	\$44,624	\$62,358	\$80,717	\$80,717	\$80,717	\$349,133
Marketing and Training	\$273,000	\$273,570	\$259,225	\$239,967	\$219,798	\$1,265,560
Software	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$90,000

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$19,216,269	\$24,614,436	\$18,681,962	\$18,681,962
NPV Costs	\$14,574,668	\$10,010,414	\$10,577,858	\$32,626,515
Benefit-Cost Ratio	1.32	2.46	1.77	0.57

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$21,318,760	\$23,078,614	\$24,739,704	\$30,639,623	\$33,095,786	\$35,444,840
NPV Costs	\$14,775,842	\$14,775,842	\$14,775,842	\$16,088,907	\$16,088,907	\$16,088,907
Benefit-Cost Ratio	1.44	1.56	1.67	1.90	2.06	2.20

CROSS PROGRAM

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	1	1	1			3
Savings (therms)	-	-	-	-	-	-
Savings (kWh)	-	-	-	-	-	-
Savings (DTh)/Dollar Expenditure	-	-	-	-	-	-
Capacity Savings (peak day therms)	-	-	-	-	-	-
Total Societal Cost	\$250,000	\$214,760	\$219,633	\$224,623	\$229,731	\$1,138,747
Direct Participant Costs	\$0	\$0	\$0	\$0	\$0	\$0
Direct Utility Costs	\$250,000	\$214,760	\$219,633	\$224,623	\$229,731	\$1,138,747
Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Program Administration	\$50,000	\$51,190	\$52,408	\$53,656	\$54,933	\$262,187
Program Evaluation	\$0	\$0	\$0	\$0	\$0	\$0
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$150,000	\$153,570	\$157,225	\$160,967	\$164,798	\$786,560
Software	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$90,000

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$0	\$0	\$0	\$0
NPV Costs	\$989,814		\$989,814	\$989,814
Benefit-Cost Ratio	-		-	-

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$0	\$0	\$0	\$0	\$0	\$0
NPV Costs	\$1,001,166	\$1,001,166	\$1,001,166	\$1,075,205	\$1,075,205	\$1,075,205
Benefit-Cost Ratio	-	-	-	-	-	-

RES PORTFOLIO

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	2,043	3,113	4,357	4,357	4,357	18,227
Savings (therms)	163,488	232,776	312,993	312,993	312,993	1,335,243
Savings (kWh)	58,957	80,875	116,359	116,359	116,359	488,909
Savings (DTh)/Dollar Expenditure	0.017	0.018	0.019	0.018	0.019	0.018
Capacity Savings (peak day therms)	1,412	2,009	2,700	2,700	2,700	11,520
Total Societal Cost	1,217,495	1,703,081	2,213,092	2,218,092	2,212,092	\$9,563,852
Direct Participant Costs	908,059	1,258,735	1,638,452	1,638,452	1,638,452	\$7,082,150
Direct Utility Costs	\$963,978	\$1,318,462	\$1,691,086	\$1,696,086	\$1,690,086	\$7,359,698
Incentives	\$654,542	\$874,116	\$1,116,446	\$1,116,446	\$1,116,446	\$4,877,996
Program Administration	\$38,000	\$56,000	\$77,000	\$80,000	\$82,000	\$333,000
Program Evaluation	\$45,000	\$58,000	\$76,000	\$76,000	\$76,000	\$331,000
Audit Site Visit and Delivery	\$116,448	\$208,140	\$303,300	\$303,300	\$303,300	\$1,234,488
Dealer Incentives	\$42,988	\$59,206	\$74,340	\$74,340	\$74,340	\$325,214
Marketing and Training	\$67,000	\$63,000	\$44,000	\$46,000	\$38,000	\$258,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$9,102,762	\$12,599,401	\$8,919,623	\$8,919,623
NPV Costs	\$8,131,285	\$5,756,534	\$6,263,642	\$16,662,397
Benefit-Cost Ratio	1.12	2.19	1.42	0.54

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$10,096,111	\$10,962,738	\$11,755,435	\$14,714,765	\$15,955,603	\$17,089,329
NPV Costs	\$8,240,378	\$8,240,378	\$8,240,378	\$8,952,307	\$8,952,307	\$8,952,307
Benefit-Cost Ratio	1.23	1.33	1.43	1.64	1.78	1.91

RES AUDIT

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	479	871	1,330	1,330	1,330	5,340
Savings (therms)	12,454	33,546	45,480	45,480	45,480	182,440
Savings (kWh)	2,395	9,855	12,150	12,150	12,150	48,700
Savings (DTh)/Dollar Expenditure	0.010	0.012	0.012	0.012	0.012	0.012
Capacity Savings (peak day therms)	110	295	400	400	400	1,605
Total Societal Cost	\$120,748	\$281,460	\$383,320	\$379,320	\$375,320	\$1,540,168
Direct Participant Costs	\$0	\$64,320	\$64,320	\$64,320	\$64,320	\$257,280
Direct Utility Costs	\$120,748	\$275,890	\$377,750	\$373,750	\$369,750	\$1,517,888
Incentives	\$0	\$58,750	\$58,750	\$58,750	\$58,750	\$235,000
Program Administration	\$5,000	\$9,000	\$14,000	\$14,000	\$15,000	\$57,000
Program Evaluation	\$6,000	\$10,000	\$15,000	\$15,000	\$15,000	\$61,000
Audit Site Visit and Delivery	\$95,748	\$184,140	\$276,000	\$276,000	\$276,000	\$1,107,888
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$14,000	\$14,000	\$14,000	\$10,000	\$5,000	\$57,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$904,872	\$1,097,419	\$892,610	\$892,610
NPV Costs	\$1,295,973	\$203,886	\$1,277,388	\$2,317,419
Benefit-Cost Ratio	0.70	5.38	0.70	0.39

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$995,959	\$1,077,918	\$1,159,876	\$1,277,803	\$1,382,608	\$1,487,413
NPV Costs	\$1,314,569	\$1,314,569	\$1,314,569	\$1,435,924	\$1,435,924	\$1,435,924
Benefit-Cost Ratio	0.76	0.82	0.88	0.89	0.96	1.04

RES ENVELOPE

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	174	302	602	602	602	2,282
Savings (therms)	22,446	38,958	77,658	77,658	77,658	294,378
Savings (kWh)	19,140	33,220	66,220	66,220	66,220	251,020
Savings (DTh)/Dollar Expenditure	0.023	0.024	0.027	0.026	0.026	0.026
Capacity Savings (peak day therms)	197	343	683	683	683	2,590
Total Societal Cost	\$128,096	\$211,408	\$394,608	\$401,608	\$398,608	\$1,534,328
Direct Participant Costs	\$105,096	\$182,408	\$363,608	\$363,608	\$363,608	\$1,378,328
Direct Utility Costs	\$98,342	\$159,766	\$291,666	\$298,666	\$295,666	\$1,144,106
Incentives	\$75,342	\$130,766	\$260,666	\$260,666	\$260,666	\$988,106
Program Administration	\$5,000	\$8,000	\$16,000	\$17,000	\$17,000	\$63,000
Program Evaluation	\$5,000	\$8,000	\$14,000	\$14,000	\$14,000	\$55,000
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$13,000	\$13,000	\$1,000	\$7,000	\$4,000	\$38,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$2,143,550	\$2,822,239	\$2,051,492	\$2,051,492
NPV Costs	\$1,283,181	\$1,092,957	\$957,596	\$3,414,767
Benefit-Cost Ratio	1.67	2.58	2.14	0.60

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$2,391,223	\$2,574,064	\$2,756,906	\$3,457,653	\$3,718,056	\$3,978,459
NPV Costs	\$1,302,267	\$1,302,267	\$1,302,267	\$1,426,989	\$1,426,989	\$1,426,989
Benefit-Cost Ratio	1.84	1.98	2.12	2.42	2.61	2.79

RES NEW CONSTRUCTION

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	267	280	292	292	292	1,423
Savings (therms)	54,951	55,499	56,472	56,472	56,472	279,866
Savings (kWh)	37,422	37,800	37,989	37,989	37,989	189,189
Savings (DTh)/Dollar Expenditure	0.014	0.013	0.013	0.013	0.013	0.013
Capacity Savings (peak day therms)	483	488	497	497	497	2,462
Total Societal Cost	\$393,782	\$406,367	\$426,397	\$427,397	\$427,397	\$2,081,340
Direct Participant Costs	\$322,082	\$329,367	\$344,097	\$344,097	\$344,097	\$1,683,740
Direct Utility Costs	\$399,900	\$411,500	\$432,100	\$433,100	\$433,100	\$2,109,700
Incentives	\$328,200	\$334,500	\$349,800	\$349,800	\$349,800	\$1,712,100
Program Administration	\$16,000	\$17,000	\$18,000	\$19,000	\$19,000	\$89,000
Program Evaluation	\$18,000	\$18,000	\$19,000	\$19,000	\$19,000	\$93,000
Audit Site Visit and Delivery	\$20,700	\$24,000	\$27,300	\$27,300	\$27,300	\$126,600
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$17,000	\$18,000	\$18,000	\$18,000	\$18,000	\$89,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$2,293,554	\$3,580,628	\$2,214,736	\$2,214,736
NPV Costs	\$1,799,441	\$1,399,432	\$1,824,059	\$4,444,734
Benefit-Cost Ratio	1.27	2.56	1.21	0.50

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$2,492,009	\$2,761,159	\$2,956,378	\$3,704,680	\$4,095,695	\$4,379,600
NPV Costs	\$1,820,938	\$1,820,938	\$1,820,938	\$1,961,099	\$1,961,099	\$1,961,099
Benefit-Cost Ratio	1.37	1.52	1.62	1.89	2.09	2.23

RES SPACE & WATER HEAT

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	1,123	1,660	2,133	2,133	2,133	9,182
Savings (therms)	73,637	104,773	133,383	133,383	133,383	578,559
Savings (kWh)	-	-	-	-	-	-
Savings (DTh)/Dollar Expenditure	0.021	0.022	0.023	0.023	0.023	0.022
Capacity Savings (peak day therms)	622	882	1,119	1,119	1,119	4,863
Total Societal Cost	\$574,869	\$803,846	\$1,008,767	\$1,009,767	\$1,010,767	\$4,408,016
Direct Participant Costs	\$480,881	\$682,640	\$866,427	\$866,427	\$866,427	\$3,762,802
Direct Utility Costs	\$344,988	\$471,306	\$589,570	\$590,570	\$591,570	\$2,588,004
Incentives	\$251,000	\$350,100	\$447,230	\$447,230	\$447,230	\$1,942,790
Program Administration	\$12,000	\$22,000	\$29,000	\$30,000	\$31,000	\$124,000
Program Evaluation	\$16,000	\$22,000	\$28,000	\$28,000	\$28,000	\$122,000
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$42,988	\$59,206	\$74,340	\$74,340	\$74,340	\$325,214
Marketing and Training	\$23,000	\$18,000	\$11,000	\$11,000	\$11,000	\$74,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$3,760,785	\$5,099,113	\$3,760,785	\$3,760,785
NPV Costs	\$3,752,690	\$3,060,259	\$2,204,599	\$6,485,477
Benefit-Cost Ratio	1.00	1.67	1.71	0.58

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$4,216,919	\$4,549,597	\$4,882,275	\$6,274,630	\$6,759,244	\$7,243,858
NPV Costs	\$3,802,603	\$3,802,603	\$3,802,603	\$4,128,295	\$4,128,295	\$4,128,295
Benefit-Cost Ratio	1.11	1.20	1.28	1.52	1.64	1.75

NON-RES PORTFOLIO

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	167	328	473	473	473	1,914
Savings (therms)	108,334	209,986	343,480	343,480	343,480	1,348,760
Savings (kWh)	125,473	249,594	277,094	277,094	277,094	1,206,349
Savings (DTh)/Dollar Expenditure	0.054	0.063	0.062	0.064	0.066	0.063
Capacity Savings (peak day therms)	1,279	2,473	4,026	4,026	4,026	15,830
Total Societal Cost	\$391,734	\$699,002	\$1,249,607	\$1,226,607	\$1,212,607	\$4,779,559
Direct Participant Costs	\$279,498	\$535,050	\$1,003,030	\$1,003,030	\$1,003,030	\$3,823,640
Direct Utility Costs	\$201,512	\$335,357	\$557,461	\$534,461	\$520,461	\$2,149,253
Incentives	\$89,276	\$171,405	\$310,884	\$310,884	\$310,884	\$1,193,334
Program Administration	\$25,000	\$49,000	\$89,000	\$91,000	\$93,000	\$347,000
Program Evaluation	\$9,500	\$16,000	\$26,000	\$26,000	\$26,000	\$103,500
Audit Site Visit and Delivery	\$20,100	\$38,800	\$67,200	\$67,200	\$67,200	\$260,500
Dealer Incentives	\$1,636	\$3,152	\$6,377	\$6,377	\$6,377	\$23,919
Marketing and Training	\$56,000	\$57,000	\$58,000	\$33,000	\$17,000	\$221,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$9,295,643	\$9,901,195	\$8,980,680	\$8,980,680
NPV Costs	\$4,003,838	\$3,033,533	\$1,809,298	\$12,511,128
Benefit-Cost Ratio	2.32	3.26	4.96	0.72

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$10,349,076	\$11,145,990	\$11,942,905	\$14,760,365	\$15,883,765	\$17,007,165
NPV Costs	\$4,062,833	\$4,062,833	\$4,062,833	\$4,448,158	\$4,448,158	\$4,448,158
Benefit-Cost Ratio	2.55	2.74	2.94	3.32	3.57	3.82

NON-RES PRESCRIPTIVE

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	134	264	356	356	356	1,466
Savings (therms)	75,418	146,680	239,394	239,394	239,394	940,280
Savings (kWh)	125,473	249,594	277,094	277,094	277,094	1,206,349
Savings (DTh)/Dollar Expenditure	0.068	0.076	0.070	0.072	0.073	0.072
Capacity Savings (peak day therms)	864	1,676	2,715	2,715	2,715	10,684
Total Societal Cost	\$231,934	\$424,642	\$816,567	\$808,567	\$802,567	\$3,084,279
Direct Participant Costs	\$190,298	\$363,490	\$721,190	\$721,190	\$721,190	\$2,717,360
Direct Utility Costs	\$110,612	\$193,507	\$341,711	\$333,711	\$327,711	\$1,307,253
Incentives	\$68,976	\$132,355	\$246,334	\$246,334	\$246,334	\$940,334
Program Administration	\$14,000	\$27,000	\$51,000	\$53,000	\$53,000	\$198,000
Program Evaluation	\$5,000	\$9,000	\$16,000	\$16,000	\$16,000	\$62,000
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$1,636	\$3,152	\$6,377	\$6,377	\$6,377	\$23,919
Marketing and Training	\$21,000	\$22,000	\$22,000	\$12,000	\$6,000	\$83,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$6,660,855	\$7,170,586	\$6,345,891	\$6,345,891
NPV Costs	\$2,575,663	\$2,151,193	\$1,096,293	\$8,797,694
Benefit-Cost Ratio	2.59	3.33	5.79	0.72

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$7,418,112	\$7,980,724	\$8,543,337	\$10,673,189	\$11,473,031	\$12,272,874
NPV Costs	\$2,614,325	\$2,614,325	\$2,614,325	\$2,866,926	\$2,866,926	\$2,866,926
Benefit-Cost Ratio	2.84	3.05	3.27	3.72	4.00	4.28

NON-RES CUSTOM

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	13	25	41	41	41	161
Savings (therms)	32,500	62,500	102,500	102,500	102,500	402,500
Savings (kWh)	-	-	-	-	-	-
Savings (DTh)/Dollar Expenditure	0.054	0.062	0.067	0.070	0.072	0.067
Capacity Savings (peak day therms)	409	787	1,291	1,291	1,291	5,070
Total Societal Cost	\$129,500	\$233,100	\$371,200	\$364,200	\$360,200	\$1,458,200
Direct Participant Costs	\$88,400	\$170,000	\$278,800	\$278,800	\$278,800	\$1,094,800
Direct Utility Costs	\$60,600	\$100,600	\$153,900	\$146,900	\$142,900	\$604,900
Incentives	\$19,500	\$37,500	\$61,500	\$61,500	\$61,500	\$241,500
Program Administration	\$7,000	\$14,000	\$23,000	\$23,000	\$24,000	\$91,000
Program Evaluation	\$3,000	\$5,000	\$7,000	\$7,000	\$7,000	\$29,000
Audit Site Visit and Delivery	\$14,100	\$27,100	\$44,400	\$44,400	\$44,400	\$174,400
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$17,000	\$17,000	\$18,000	\$11,000	\$6,000	\$69,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$2,607,851	\$2,694,341	\$2,607,851	\$2,607,851
NPV Costs	\$1,225,992	\$873,249	\$510,807	\$3,480,423
Benefit-Cost Ratio	2.13	3.09	5.11	0.75

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$2,902,918	\$3,137,100	\$3,371,282	\$4,051,669	\$4,375,076	\$12,272,874
NPV Costs	\$1,243,661	\$1,243,661	\$1,243,661	\$1,359,030	\$1,359,030	\$2,866,926
Benefit-Cost Ratio	2.33	2.52	2.71	2.98	3.22	4.28

NON-RES AUDIT

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	20	39	76	76	76	287
Savings (therms)	416	806	1,586	1,586	1,586	5,980
Savings (kWh)						-
Savings (DTh)/Dollar Expenditure	0.001	0.002	0.003	0.003	0.003	0.003
Capacity Savings (peak day therms)	5	10	20	20	20	75
Total Societal Cost	\$30,300	\$41,260	\$61,840	\$53,840	\$49,840	\$237,080
Direct Participant Costs	\$800	\$1,560	\$3,040	\$3,040	\$3,040	\$11,480
Direct Utility Costs	\$30,300	\$41,250	\$61,850	\$53,850	\$49,850	\$237,100
Incentives	\$800	\$1,550	\$3,050	\$3,050	\$3,050	\$11,500
Program Administration	\$4,000	\$8,000	\$15,000	\$15,000	\$16,000	\$58,000
Program Evaluation	\$1,500	\$2,000	\$3,000	\$3,000	\$3,000	\$12,500
Audit Site Visit and Delivery	\$6,000	\$11,700	\$22,800	\$22,800	\$22,800	\$86,100
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$18,000	\$18,000	\$18,000	\$10,000	\$5,000	\$69,000
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$26,938	\$36,269	\$26,938	\$26,938
NPV Costs	\$202,183	\$9,091	\$202,198	\$233,011
Benefit-Cost Ratio	0.13	3.99	0.13	0.12

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$28,047	\$28,166	\$28,285	\$35,507	\$35,657	\$35,808
NPV Costs	\$204,846	\$204,846	\$204,846	\$222,202	\$222,202	\$222,202
Benefit-Cost Ratio	0.14	0.14	0.14	0.16	0.16	0.16

COMBINED LI/PUBLIC PURPOSE

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	739	1,251	2,158	2,158	2,158	8,464
Savings (therms)	12,264	30,416	42,848	42,848	42,848	171,224
Savings (kWh)	23,100	36,300	66,000	66,000	66,000	257,400
Savings (DTh)/Dollar Expenditure	0.021	0.008	0.009	0.009	0.009	0.009
Capacity Savings (peak day therms)	104	263	373	373	373	1,486
Total Societal Cost	\$50,062	\$377,115	\$434,256	\$435,656	\$437,856	\$1,734,945
Direct Participant Costs	\$44,262	\$336,115	\$385,056	\$385,056	\$385,056	\$1,535,545
Direct Utility Costs	\$57,062	\$388,115	\$454,256	\$455,656	\$457,856	\$1,812,945
Incentives	\$51,262	\$347,115	\$405,056	\$405,056	\$405,056	\$1,613,545
Program Administration	\$2,900	\$21,000	\$25,600	\$26,800	\$27,900	\$104,200
Program Evaluation	\$2,900	\$20,000	\$23,600	\$23,800	\$24,900	\$95,200
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$817,864	\$2,113,840	\$781,659	\$781,659
NPV Costs	\$1,449,731	\$1,220,346	\$1,515,105	\$2,463,176
Benefit-Cost Ratio	0.56	1.73	0.52	0.32

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$873,574	\$969,886	\$1,041,365	\$1,164,493	\$1,256,419	\$1,348,346
NPV Costs	\$1,471,465	\$1,471,465	\$1,471,465	\$1,613,238	\$1,613,238	\$1,613,238
Benefit-Cost Ratio	0.59	0.66	0.71	0.72	0.78	0.84

LOW-INCOME

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	39	151	158	158	158	664
Savings (therms)	3,164	16,116	16,848	16,848	16,848	69,824
Savings (kWh)						-
Savings (DTh)/Dollar Expenditure	0.017	0.005	0.005	0.005	0.005	0.005
Capacity Savings (peak day therms)	24	138	144	144	144	594
Total Societal Cost	\$18,262	\$327,115	\$343,056	\$344,056	\$346,056	\$1,378,545
Direct Participant Costs	\$16,262	\$292,115	\$305,056	\$305,056	\$305,056	\$1,223,545
Direct Utility Costs	\$18,262	\$327,115	\$343,056	\$344,056	\$346,056	\$1,378,545
Incentives	\$16,262	\$292,115	\$305,056	\$305,056	\$305,056	\$1,223,545
Program Administration	\$1,000	\$18,000	\$20,000	\$21,000	\$22,000	\$82,000
Program Evaluation	\$1,000	\$17,000	\$18,000	\$18,000	\$19,000	\$73,000
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$494,387	\$1,452,190	\$494,387	\$494,387
NPV Costs	\$1,151,131	\$971,484	\$1,151,131	\$1,716,120
Benefit-Cost Ratio	0.43	1.49	0.43	0.29

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$523,792	\$593,546	\$638,467	\$752,700	\$813,371	\$874,043
NPV Costs	\$1,168,472	\$1,168,472	\$1,168,472	\$1,281,539	\$1,281,539	\$1,281,539
Benefit-Cost Ratio	0.45	0.51	0.55	0.59	0.63	0.68

School-Based Energy Education

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
No of Participants	700	1,100	2,000	2,000	2,000	7,800
Savings (therms)	9,100	14,300	26,000	26,000	26,000	101,400
Savings (kWh)	23,100	36,300	66,000	66,000	66,000	257,400
Savings (DTh)/Dollar Expenditure	0.023	0.023	0.023	0.023	0.023	0.023
Capacity Savings (peak day therms)	80	126	229	229	229	892
Total Societal Cost	\$31,800	\$50,000	\$91,200	\$91,600	\$91,800	\$356,400
Direct Participant Costs	\$28,000	\$44,000	\$80,000	\$80,000	\$80,000	\$312,000
Direct Utility Costs	\$38,800	\$61,000	\$111,200	\$111,600	\$111,800	\$434,400
Incentives	\$35,000	\$55,000	\$100,000	\$100,000	\$100,000	\$390,000
Program Administration	\$1,900	\$3,000	\$5,600	\$5,800	\$5,900	\$22,200
Program Evaluation	\$1,900	\$3,000	\$5,600	\$5,800	\$5,900	\$22,200
Audit Site Visit and Delivery	\$0	\$0	\$0	\$0	\$0	\$0
Dealer Incentives	\$0	\$0	\$0	\$0	\$0	\$0
Marketing and Training	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0

	Total Resource	Participant	Program Administrator	RIM
NPV Benefits	\$323,477	\$661,650	\$287,271	\$287,271
NPV Costs	\$298,600	\$248,862	\$363,973	\$747,056
Benefit-Cost Ratio	1.08	2.66	0.79	0.38

	Societal Cost Test					
	7% Societal Discount Rate			3% Societal Discount Rate		
	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon	\$10/ton carbon	\$25/ton carbon	\$40/ton carbon
NPV Benefits	\$349,782	\$376,340	\$402,898	\$411,793	\$443,048	\$474,303
NPV Costs	\$302,993	\$302,993	\$302,993	\$331,699	\$331,699	\$331,699
Benefit-Cost Ratio	1.15	1.24	1.33	1.24	1.34	1.43

Appendix E. Energy Efficiency and Cost Recovery Tariff

Continued on the next page.