

Nebraska Tariff No. 1

Schedule of Rates  
For  
Natural Gas Service  
Available  
In The Entire Territory Served By



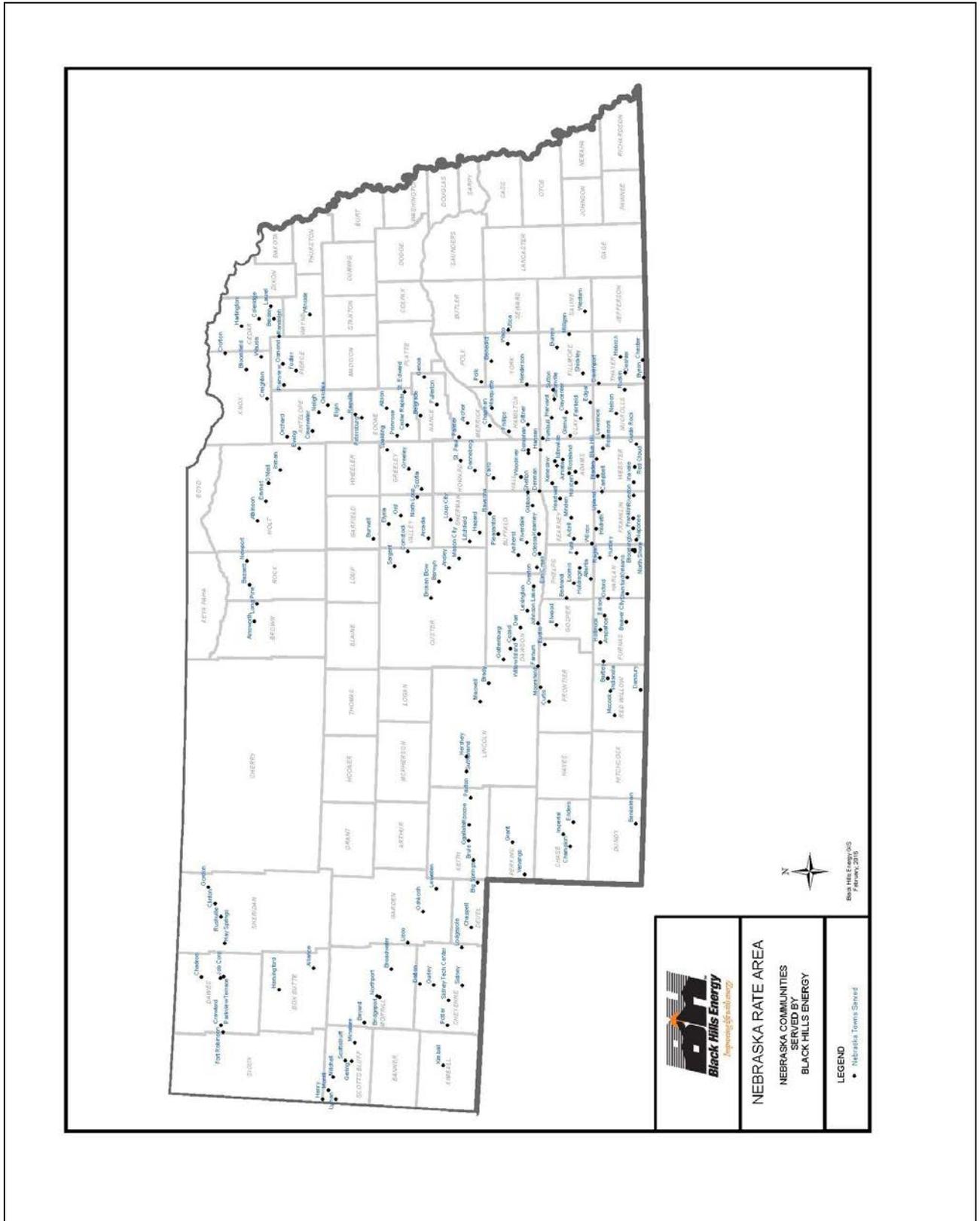
~~Source Gas Distribution LLC~~ Black Hills Energy

In The State of Nebraska



Communications Concerning Tariffs Should Be Addressed to:

Regulatory Affairs  
~~Source Gas Distribution LLC~~ Black Hills Energy  
600 12<sup>th</sup> Street, Suite 300  
Golden, Colorado 80401  
(303) 243-3400



GENERAL TERMS AND CONDITIONS

1. APPLICATION.

The following General Terms and Conditions apply to the extent indicated and to the extent not superseded by inconsistent provisions in each of the Company's rate schedules and contracts covering services subject to this Tariff.

2. DEFINITIONS.

Without regard to the case used in this Tariff (upper or lower case), the following terms shall have the meanings defined below:

- 2.1 "Balance" or "Balancing" means the obligation of a Supplier under Rate Schedule CGS, Rate Schedule ACGS-SS, or Rate Schedule ACGS-NSS to cause deliveries to equal receipts, with due consideration given to the applicable Retention Quantity.
- 2.2 "Billing Period" or "Billing Month" means the period between meter read dates of a Customer.
- 2.3 "British Thermal Unit" or "Btu" means the amount of energy required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit. The term "MMBtu" means one million Btus.
- 2.4 "Capacity" means the maximum Gas volume which any particular segment of the Company's system is capable of carrying under then current operating conditions.
- 2.5 "Choice Gas Program" means the unbundled Gas service offering included within this Tariff under Rate Schedule CGS, Rate Schedule ACGS-NSS and Rate Schedule ACGS-SS. "Choice Gas" is a registered trademark of the Company.
- 2.6 "Company" means ~~SourceGas Distribution LLC~~ Black Hills Energy.
- 2.7 "Company-used gas" means the quantity of Gas consumed by the Company for purposes of its Gas operations.
- 2.8 "Contract" means a written agreement, providing for sales service or Choice Gas Program service, which is offered by the Company and accepted by the Customer, or the Customer's agent, and any exhibit, attachments, and/or amendments thereto.
- 2.9 "Cubic Foot of Gas" means the amount of Gas necessary to fill a cubic foot of space when the Gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.

#### GENERAL TERMS AND CONDITIONS

H. If a Company tariff provision or the terms and conditions of its unbundling program allow for discretion in its application, the Company shall apply that provision in a nondiscriminatory manner to all persons, including the Company and its affiliates acting as participating Suppliers and other market participants and their respective customers under the Choice Gas Program. If the Company has no discretion in the application of such a provision, it shall strictly enforce that provision.

I. The Company shall not market or advertise its utility services (including the administration of the Choice Gas Program) jointly with the marketing or advertising of its services as a participating Supplier, including joint sales calls, joint proposals, joint correspondence, joint advertising, joint marketing appearances, or similar activities or events except in instances for selection forms, joint education and bill inserts where the Company as the administrator of the Choice Gas Program and as a participating Supplier appear together.

J. The Company shall clearly inform customers through a disclaimer on a bill insert and on all Choice Gas related advertising that the customers of the Gas Supplier Activities will have no preferential treatment with regard to regulated utility services over the other Suppliers in the Choice Gas Program. The disclaimer shall read "No Customer of any Supplier will receive preferential treatment with regard to utility services regulated by the Nebraska Public Service Commission."

K. The Company will maintain 1) a list of ~~SGD-Black Hills Energy~~ entities doing business in the Choice Gas Program area and 2) a list of Company employees who charge time to Gas Supplier Activities.

L. If a participating Supplier has reason to believe that the Company may have failed to adhere to the guidelines set forth in this Code of Conduct, such participating Supplier shall contact the Company and identify with specificity the perceived failure. The Company shall respond to, or meet with, such participating Supplier within 15 working days of the contact to address the matter. If the matter is not satisfactorily resolved, a complaint may be filed with the Nebraska Public Service Commission.

38.2 This code of conduct sets forth guidelines to govern Supplier conduct under the Choice Gas Program.

A. A Supplier shall not represent through words or actions that the quality, or reliability of the gas provided by any other Supplier, or the regulated delivery services provided by the Company to its utility customers shall vary, or be adversely affected in any way under the Choice Gas Program. If a customer requests information about gas suppliers, other Suppliers shall instruct the customer to contact that Supplier, but shall not express any preference for or opposition to any other Supplier.