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Case No. GR-2009-0434  
Date Testimony Prepared: December 2009

**Before the Public Service Commission  
of the State of Missouri**

**Surrebuttal Testimony**

**of**

**W. Scott Keith**

**December 2009**

Empire Exhibit No. 14  
Case No(s). GR-2009-0434  
Date 1-08-10 Rptr KF

SURREBUTTAL TESTIMONY  
OF  
W. SCOTT KEITH  
THE EMPIRE DISTRICT GAS COMPANY  
BEFORE THE  
PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI  
CASE NO. GR-2009-0434

1 **INTRODUCTION AND QUALIFICATIONS**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is W. Scott Keith and my business address is 602 S. Joplin Avenue,  
4 Joplin, Missouri.

5 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR JOB TITLE?**

6 A. I am presently employed by The Empire District Electric Company (Empire) as the  
7 Director of Planning and Regulatory. I am appearing in this case on behalf of The  
8 Empire District Gas Company (EDG), a wholly owned subsidiary of Empire.

9 **Q. ARE YOU THE SAME SCOTT KEITH THAT PREVIOUSLY FILED**  
10 **REBUTTAL TESTIMONY IN THIS CASE?**

11 A. Yes.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. My testimony will respond to the rebuttal testimonies of Constellation NewEnergy  
14 ("Constellation") witnesses Richard Haubensak and Wendi P. Brown in several  
15 areas concerning EDG's transportation tariff proposal. In addition, I will present a  
16 revision to the definition of Demand Volume and Billing Demand in the proposed  
17 transportation tariff in order to be consistent with the basic stipulation and  
18 agreement reached earlier in this case.

1 **EXECUTIVE SUMMARY**

2 **Q. PLEASE PROVIDE AN OVERVIEW OF YOUR TESTIMONY.**

3 A. My testimony will address the following subjects addressed by Constellation  
4 witnesses Haubensak and Brown on EDG's gas transportation tariff proposals:

5 1. Haubensak:

- 6 ○ Page 3, lines 9 through 22-Kansas Gas Service ("KGS") and MidAmerican
- 7 Energy ("MidAm")Transportation Tariffs
- 8 ○ Page 5, lines 17 through 22-MidAm Energy Small Volume Nominations
- 9 ○ Page 6, lines 1 through 17-Small Volume Customer Nominations

10 2. Brown:

- 11 ○ Page 3, lines 1 through 7-EDG Storage
- 12 ○ Page 3, lines 13 through 19-EDG & Daily Balancing
- 13 ○ Page 4, lines 7 through 14-Customer Curtailments
- 14 ○ Page 5, lines 1 through 17-Monthly Cash-out provisions

15 **KGS AND MIDAM TRASPORTATION TARIFF SHEETS**

16 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS HAUBENSAK'S**  
17 **STATEMENT AT PAGE 3 OF HIS REBUTTAL TESTIMONY THAT KGS**  
18 **AND MIDAM DO NOT REQUIRE TELEMETRY FOR SMALLVOLUME**  
19 **TRANSPORTATION CUSTOMERS?**

20 A. No. First, both of these gas companies have significantly higher transportation  
21 usage thresholds than EDG and do not address those customers that are small  
22 transporters on EDG's system. Specifically, KGS has an annual volume  
23 requirement of 1,500 Mcf annually before a small volume customer can transport  
24 on the KGS system and telemetry is required. The usage threshold on the MidAm

1 system is a maximum daily peak demand of no more than 500 therms and telemetry  
2 is required. Both of these small volume thresholds are higher than the existing  
3 EDG threshold of 500 Mcf per year and in both situations telemetry is required.

4 **Q. UPON WHAT DOES MR. HAUBENSAK BASE HIS ASSERTION?**

5 A. Apparently, Mr. Haubensak has selected individual tariff sheets that pertain to  
6 exceptions to the general transportation rules rather than the tariff sheets that reflect  
7 the basic small volume transportation requirements on each of the systems. I have  
8 attached a complete copy of the KGS and MidAm transportation tariffs to my  
9 surrebuttal testimony as Surrebuttal Schedules WSK-1 and WSK-2, respectfully.

10 **Q. PLEASE DESCRIBE IN MORE DETAIL THE TELEMETRY AND SIZE**  
11 **REQUIREMENTS FOR SMALL VOLUME TRANSPORTATION ON THE**  
12 **KGS SYSTEM.**

13 A. As indicated on Surrebuttal Schedule WSK-1, Index 28.1, Sheet STk, page 1 of 2,  
14 to qualify for transportation a small volume customer is required to use at least  
15 1,500 annually at a single location and Electronic Flow Measurement (telemetry) is  
16 required. Constellation's contention that customers with usage of less than 1,500  
17 annually routinely avoid telemetry is an exception to the general rules governing  
18 transportation on the KGS system. Many of the small volume customers that  
19 Constellation currently markets gas to on the EDG system would not qualify for  
20 transportation on the KGS system.

21 **Q. PLEASE DESCRIBE IN MORE DETAIL THE TELEMETRY AND SIZE**  
22 **REQUIREMENTS FOR SMALL VOLUME TRANSPORTATION ON THE**  
23 **MIDAM SYSTEM.**

1 A. As indicated on Surrebuttal Schedule WSK-2, Sheet WT-3, small volume  
2 transportation on the MidAm system is limited to those customers using less than  
3 500 therms per day and having Company installed telemetric equipment in place to  
4 monitor daily usage. Telemetry is a requirement on the MidAm system for small  
5 volume transportation customers. Constellation has chosen to focus on a small  
6 volume transportation service offered by MidAm that is restricted to 2,500  
7 customers and not on the normal small volume transportation requirements on the  
8 MidAm system (See Surrebuttal Schedule WSK-2, Sheet WT-56). In addition,  
9 MidAm appears to have many additional fees that apply to small volume  
10 transportation service that EDG has not requested or quantified in its proposal, such  
11 as Firm Supply Standby Service, Swing Service, etc.

12 **Q. DO KGS AND MIDAM REQUIRE TELEMETRY ON SMALL VOLUME**  
13 **TRANSPORTATION CUSTOMERS?**

14 A. Yes. As indicated on KGS tariff sheet STk, Electronic Flow Measurement  
15 (telemetry) is required (See Surrebuttal Schedule WSK-1). MidAm also restricts  
16 its small volume transportation service to customers that have telemetry installed  
17 (See Surrebuttal Schedule WSK-2). Constellation has chosen to focus on  
18 exceptions to this requirement, rather than the general tariff rules on small volume  
19 transportation.

20 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS HAUBENSAK'S**  
21 **SUGGESTION AT PAGE 5 OF HIS REBUTTAL TESTIMONY THAT EDG**  
22 **OFFER A NOMINATION SERVICE TO SMALL VOLUME**  
23 **TRANSPORTATION CUSTOMERS?**

1 A. No. EDG has not attempted to quantify the cost associated with offering this type  
2 of service. In addition, EDG has not proposed any of the additional fees and/or  
3 charges that would need to be in place to make the service offering work properly.  
4 The MidAm example cited by Constellation appears to be restricted (only 2,500  
5 customers) and involves the application of several supplemental fees and charges  
6 that EDG does not have in place. Lastly, it appears to me that the duty to make  
7 appropriate nominations is something that falls upon the transportation customer  
8 and its marketer. At this time, EDG has no interest in assuming that duty.

9 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS HAUBENSAK'S**  
10 **CONTENTION AT PAGE 6 OF HIS REBUTTAL TESTIMONY THAT EDG**  
11 **WOULD NOT INCUR ADDITIONAL COSTS TO MAKE THIS SERVICE**  
12 **AVAILABLE?**

13 A. No. As I mentioned earlier, the MidAm tariff cited by Mr. Haubensak is restricted  
14 to a maximum of 2,500 customers, and MidAm has several other fees and charges  
15 that go with this service that EDG does not have. If this type of service did not  
16 create additional tasks or involve additional costs for MidAm, I suspect the  
17 additional fees and charges for this type of service would not exist in the MidAm  
18 tariff.

19 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS BROWN'S**  
20 **STATEMENT AT PAGE 3 OF HER REBUTTAL TESTIMONY THAT EDG**  
21 **USES STORAGE ON THE SOUTHERN STAR SYSTEM TO MEET THE**  
22 **FUTURE NEEDS OF ITS SALES CUSTOMERS?**

23 A. No. This statement is too simplistic and only partially addresses EDG's use of

1 storage. EDG uses the transportation and storage arrangements on the Southern  
2 Star system to not only meet the future (winter) needs of its sales service  
3 customers, but also to balance the gas receipts and deliveries on the system each  
4 day. The balancing of the receipts and deliveries takes into account not only the  
5 sales customers requirements, but those of the transportation customers on the  
6 system.

7 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS BROWN'S**  
8 **STATEMENT AT PAGE 3 OF HER REBUTTAL TESTIMONY THAT**  
9 **DAILY BALANCING IS NOT REQUIRED ON THE SOUTHERN STAR**  
10 **SYSTEM?**

11 A. No. In effect, Southern Star balances the daily receipts and deliveries of gas on the  
12 EDG system using the no notice transportation and storage arrangements that EDG  
13 has in place on Southern Star. This means that all gas deliveries, including  
14 transportation, are balanced each day using these arrangements. EDG has  
15 requested that a new daily balancing fee of \$1.25 per Mcf be established for the  
16 large volume transportation customers using these arrangements.

17 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS BROWN'S**  
18 **CONTENTION THAT EDG COULD SIMPLY MONITOR**  
19 **TRANSPORTATION ACTIVITY AND REQUEST THAT MARKETERS**  
20 **OR CUSTOMERS ADJUST DELIVERIES TO AVOID THE USE OF EDG'S**  
21 **STORAGE ARRANGEMENTS?**

22 A. No, actual experience suggests otherwise. Based upon my review of several of  
23 EDG's communications with marketers such as Constellation concerning the

1 addition or curtailment of gas deliveries, without a daily balancing charge the  
2 marketer and customer response to such communications is inconsistent and there  
3 is little financial incentive for the marketer or customer to adjust gas deliveries on a  
4 daily basis. Similar to my statement above, EDG believes that matching daily gas  
5 deliveries with daily transportation usage is a part of the duties of the gas  
6 transportation marketers and transportation customers. The proposed balancing fee  
7 of \$1.25 per Mcf will encourage the marketers and customers to take this duty  
8 seriously and better match gas receipts and deliveries without a direct  
9 communication from EDG.

10 **Q. DO YOU AGREE WITH CONSTELLATION WITNESS BROWN'S**  
11 **CONTENTION THAT THE MONTHLY CASH-OUT PROCESS**  
12 **REIMBURSES EDG FOR DAILY BALANCING COSTS?**

13 **A.** No. The monthly balancing provisions in the existing and proposed transportation  
14 tariff do not reimburse EDG for daily balancing. The monthly balancing provisions  
15 are directly related to the monthly quantity of gas delivered and used by the  
16 transportation customers. These monthly cash-out provisions have nothing to do  
17 with how far out of balance a given transportation customer is on a daily basis. In  
18 fact, the lack of a daily balancing fee on the EDG system has resulted in  
19 transportation customers and marketers not bothering to adjust deliveries to match  
20 consumption on a daily basis. If the monthly cash-out process were adequate as  
21 Ms. Brown contends, the daily transportation imbalances on the system would not  
22 be as large as EDG has experienced. (See Schedule WSK-5 attached to Keith  
23 Rebuttal testimony)



1   **Q.   PLEASE DESCRIBE THE REVISION TO THE DEFINITIONS OF**  
2       **DEMAND VOLUME AND BILLING DEMAND IN THE PROPOSED**  
3       **TRANSPORTATION TARIFF THAT YOU REFERENCED PREVIOUSLY.**

4   **A.**   As a result of the Partial Stipulation and Agreement reached earlier in this case, the  
5       proposed definitions of Demand Volume and Billing Demand in the proposed  
6       Transportation tariff must be revised to be consistent with the definitions agreed to  
7       in the Large Volume Sales Service rates. More specifically, the definition of  
8       Demand Volume at sheet 24 of the proposed transportation tariff should be revised  
9       to read as follows:

10       “Demand Volume: The billing months of November through March shall be  
11       considered winter months; all other billing months shall be considered summer  
12       months. The Demand Volume for any winter month shall be the maximum use in  
13       Ccf during any consecutive period of 24 hours in such month. The Demand  
14       Volume for any summer month shall be one-half of the maximum use in Ccf during  
15       any consecutive period of 24 hours in such month.

16  
17       Company will normally compute the maximum use in Ccf during any consecutive  
18       period of 24 hours in any billing month as 1/20th of the number of Ccf used during  
19       such billing month, adjusted to a base monthly billing period of 30 days. For  
20       customers not consuming natural gas uniformly throughout the billing month,  
21       Company and Customer may agree to determine the maximum use in Ccf during  
22       any consecutive period of 24 hours during any billing month by use of metering  
23       when such capability is available.

24  
25       The Demand Volume for any billing month shall not be less than the greatest  
26       billing demand for any of the preceding eleven months. If gas service was  
27       furnished during any of the preceding eleven months under any other rate  
28       schedule in effect, for the purpose of determining Demand Volume use under such  
29       other rate schedule shall be treated as if this Rate Schedule applied thereto.”  
30

31       In addition, the definition of Billing Demand at paragraph 4 of tariff sheets 37 and  
32       38 should also be revised to reflect the following:

33       “For purposes of determining the billing demand under this rate schedule, the  
34       billing months of November through March shall be considered winter months; all  
35       other billing months shall be considered summer months. The billing demand for  
36       any winter month shall be the maximum use in Ccf during any consecutive period

1 of 24 hours in such month. The billing demand for any summer month shall be  
2 one-half of the maximum use in Ccf during any consecutive period of 24 hours in  
3 such month.  
4

5 Company will normally compute the maximum use in Ccf during any consecutive  
6 period of 24 hours in any billing month as 1/20th of the number of Ccf used during  
7 such billing month, adjusted to a base monthly billing period of 30 days. For  
8 customers not consuming natural gas uniformly throughout the billing month,  
9 Company and Customer may agree to determine the maximum use in Ccf during  
10 any consecutive period of 24 hours during any billing month by use of metering  
11 when such capability is available.  
12

13 The billing demand for any billing month shall not be less than the greatest bil ling  
14 demand for any of the preceding eleven months. If gas service was furnished  
15 during any of the preceding eleven months under any other rate schedule in effect,  
16 for the purpose of determining billing demand use under such other rate schedule  
17 shall be treated as if this Rate Schedule applied thereto."  
18

19 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY AT THIS**  
20 **TIME?**

21 **A.** Yes, it does.

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.1KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)SCHEDULE GTC10

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 1  
which was filed March 10, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE10. REQUIREMENTS FOR TRANSPORTATION SERVICE

10.01 Company's Responsibility: Company shall deliver to a customer volumes of gas which are thermally equivalent to the volumes of gas received for the customer at a receipt point, less any amount retained by Company according to Section 10.06 Retainage.

10.02 Customer's Responsibility: A customer, by taking service under a transportation service rate schedule, warrants and agrees that:

10.02.01 Gas received by Company for the customer shall be free from all adverse claims, liens, and encumbrances,

10.02.02 Company shall be held harmless and indemnified by the customer from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas,

10.02.03 Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer, and

10.02.04 The customer's gas shall at all times remain vested in the customer.

10.03 Customer's Agent: Company-approved agents shall be allowed to deliver gas to Company's system for a transportation service customer.

10.03.01 Agent's Responsibilities: An agent arranging for delivery of gas for a transportation service customer must receive Company approval prior to delivering gas to Company's system. Agents receiving Company approval and choosing aggregated balancing as described in Section 10.04 Aggregation shall enter into a signed agreement with Company, which shall acknowledge the agent's responsibilities under Section 10.09 Cash Out and Section 11.06 Penalties for Unauthorized Usage.

Issued	March	30	2007
	Month	Day	Year
Effective	May	14	2007
	Month	Day	Year
By	/S/		
	LARRY G. WILLER, DIRECTOR		

07-KGSG-1053-TAR  
Approved  
Kansas Corporation Commission  
May 10, 2007  
/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.2KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 2  
which was filed January 30, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 2 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.03.02 Affidavit: A customer to be represented must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.

10.03.03 Billing: Company shall provide to a customer's agent a duplicate monthly billing statement upon the customer's written request. Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.

10.04 Aggregation: Customers' agents shall be allowed to aggregate their customers' usages for purposes of balancing.

10.04.01 Aggregation Areas: Company shall establish aggregation areas within geographic, operational, administrative, and/or other appropriate parameters.

10.04.02 Aggregation Groups: An agent shall establish its customers within each aggregation area into a group or groups. Customers not assigned to an aggregation group shall be individually balanced.

10.04.03 Changes to Aggregation Groups: Company must receive changes to aggregation groups, in writing, prior to the last working day of a month. Changes shall become effective on the first day of the following month except that aggregation groups shall be as designated prior to the first effective day of an OFO, POC or PODB.

10.04.04 Monthly Imbalances: Aggregated Balancing does not apply to a customer's monthly usage which is subject to Burnertip Balancing. The agent selecting aggregated balancing shall be responsible for clearing the aggregation group's monthly imbalance according to Section 10.09, Cash Out.

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	Month	Day	Year

By /S/  
LARRY G. WILLER, DIRECTOR

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/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.3KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 3  
which was filed January 30, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 3 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.05 Nominations: A transportation service customer or the customer's agent shall be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point.

10.05.01 Nominations on the "I" System: A customer or the customer's agent shall notify Company, in writing or by facsimile, of the customer's Standard and/or Intraday Nomination between the hours of 8:00 a.m. and 5:00 p.m. on any business day excluding holidays. Company must receive Standard Nominations for Saturday, Sunday and Monday by 11:45 a.m. on Friday, unless stated otherwise in an agreement with specific suppliers.

10.05.02 Nominations on the "K" System: A customer or the customer's agent shall notify the pipeline providing Company the customer's gas of the customer's Standard Nomination. Pipeline must receive Standard Nominations for Saturday, Sunday and Monday by 11:45 a.m. on Friday, unless stated otherwise in an agreement with specific suppliers. Intraday Nominations may be made to the providing pipeline.

10.06 Retainage: Retainage is a quantity of gas necessary to compensate Company for lost and unaccounted for gas and gas used in Company's operations. Retainage shall be stated as a percentage of a customer's gas received by Company and shall be determined annually by Company.

10.07 Daily Quantity of Transportation Service Gas: A customer or the customer's agent shall maintain, as nearly as practicable, uniform daily rates of gas delivery. The customer shall take delivery of gas at the same uniform rate as the gas is received by Company. However, should variations between deliveries to the customer and receipts by the Company cause operational problems on Company's system, Company may discontinue receipt of gas until such variations are corrected.

Issued	March	30	2007
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	Month	Day	Year

By /S/  
LARRY G. WILLER, DIRECTOR

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/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.4KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 4  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 4 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.08 Quality of Transportation Service Gas: The gas procured by a customer or the customer's agent for receipt by Company shall conform to the standards prescribed in Company's applicable rate schedules and these GT&C.

10.08.01 Merchantable Quality: The gas shall at all times be merchantable gas of a quality required by Company's system to which the gas is being delivered. The gas shall be free from any foreign materials (e.g. dirt, dust, gums, iron particles, water, other entrained liquids, or other impurities) which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators, or other facilities through which it flows or is used. Company may refuse to receive gas not meeting the quality requirements of Section 9.03.01 Quality of Gas Received. Receipt by Company of any gas not meeting these quality requirements shall not obligate Company to continue the receipts, nor shall it remove the customer's obligation to provide Company with gas meeting those specifications.

10.08.02 Determination of Quality: A customer shall bear all expenses connected with the determination of the quality of the customer's gas received by Company if the customer or the customer's agent arranges for the purchase of gas from a supplier from which Company does not currently receive gas directly into Company's delivery system. Company shall not be obligated to deliver this gas until an agreement exists between Company and the supplier, which Company shall not unreasonably withhold, setting forth the terms of interconnection, quality standards, and the respective rights of Company and the supplier in connection with deliveries of gas.

Issued	March	30	2007
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Effective	May	14	2007
	Month	Day	Year

By /S/  
LARRY G. WILLER, DIRECTOR

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Approved  
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/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.5KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 7  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 5 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.09 Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section 10.06 Retainage. Agents may balance the aggregated volumes of gas for groups of customers they represent, according to the terms of Section 10.04 Aggregation.

10.09.01 Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.

- (1) If Company's retainage-adjusted receipts for the customer are less than deliveries to the customer, the customer or the customer's agent shall pay:
  - (a) No charge for each MMBtu of cumulative imbalance up to the greater of 10% of actual usage or 50 MMBtu per customer, to be carried over on account to the following month.
  - (b) 1.15 times the Cash Out Price for each MMBtu of imbalance which is greater than 10%, up to and including 15% of actual usage, and
  - (c) 1.3 times the Cash Out Price for each MMBtu of imbalance which is greater than 15% of actual usage.
- (2) If Company's retainage-adjusted receipts for the customer exceed deliveries to the customer, the customer or the customer's agent shall receive:
  - (a) No payment for each MMBtu of cumulative imbalance up to the greater of 10% of actual usage or 50 MMBtu per customer, to be carried over on account to the following month.
  - (b) 0.85 times the Cash Out Price for each MMBtu of imbalance which is greater than 10% of actual usage, up to and including 15%, and
  - (c) 0.7 times the Cash Out Price for each MMBtu of imbalance which is greater than 15% of actual usage.

Issued	March	30	2007
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By /S/  
LARRY G. WILLER, DIRECTOR

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/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.6KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 8  
which was filed November 16, 2006No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 6 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.09.02

Cash Out at Final Billing: In the event a final bill for transportation service is rendered, regardless of the cause for termination of the transportation service, Company shall cash out the customer or the customer's agent.

- (1) If Company's retainage-adjusted cumulative final receipts for the customer are less than cumulative final deliveries to the customer, the customer or the customer's agent shall pay:
  - (a) 1.0 times the Cash Out Price for each MMBtu of cumulative imbalance up to the greater of 10% of actual usage or 50 MMBtu per customer.
  - (b) 1.15 times the Cash Out Price for each MMBtu of imbalance which is greater than 10% up to and including 15% of actual usage, and
  - (c) 1.3 times the Cash Out Price for each MMBtu of imbalance which is greater than 15% of actual usage.
- (2) If Company's retainage-adjusted cumulative final receipts for the customer exceed cumulative final deliveries to the customer, the customer or the customer's agent shall receive:
  - (a) 1.0 times the Cash Out Price for each MMBtu of cumulative imbalance up to the greater of 10% of actual usage or 50 MMBtu per customer.
  - (b) 0.85 times the Cash Out Price for each MMBtu of imbalance which is greater than 10% of actual usage, up to and including 15%, and
  - (c) 0.7 times the Cash Out Price for each MMBtu of imbalance which is greater than 15% of actual usage.

10.09.03

Cash Out Price: The monthly Cash Out Price shall be determined as the arithmetic average of the midpoint prices published in Gas Daily for each day of the month, for:

- (1) Southern Star Central Gas Pipelines (Texas, Oklahoma, Kansas)
- (2) Panhandle Eastern Pipe Line Company (Texas, Oklahoma)
- (3) ANR Pipeline Company (Oklahoma), and
- (4) Natural Gas Pipeline Company of America (Midcontinent).

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By /S/  
LARRY G. WILLER, DIRECTOR

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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.7KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)SCHEDULE GTC10All Rate Areas(Territory to which schedule is applicable)Replacing Schedule GTC10 Sheet 9  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown herein.Sheet 7 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 10.10 Capacity Limitations: A customer may have delivery of gas curtailed in the event of system supply emergencies or capacity limitations. Company's obligation to deliver a customer's gas shall be as stated in Section 11, Priority of Service. The determination of delivery system capacity limitations shall be at Company's sole discretion. The customer may request Company to make reasonable enlargements to its delivery system, if capacity limitations restrict the volume of gas which the customer may desire to be delivered. Company shall fulfill these requests provided the actual cost, including indirect costs, of delivery system enlargements are borne by the customer. The expanded facilities shall remain the property of Company, free and clear of any lien or equity by the customer. Nothing contained herein shall be construed as obligating Company to construct any extensions or expansions of its facilities.
- 10.11 Limitation of Transportation Service and Other Charges: Delivery of a customer's gas shall be available only where permitted by the gas supply contracts and rate schedules under which gas is supplied to Company. Any delivery conditions or limitations imposed on Company by the contracts and rate schedules shall be applicable to delivery of gas to the customer. Should delivery of gas cause the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from Company's gas suppliers or transporters, and these charges are in addition to charges for gas actually received by Company and not anticipated by the rate schedule or rider schedule under which the customer takes service, these charges shall be billed to the customer. Additionally, should a change in the customer's service characteristics cause the charges anticipated above to be recovered from other customers, these charges shall be billed to the customer. Any disputes regarding the customer's responsibility for these charges shall be referred to the Commission for resolution.

Issued	March	30	2007
	Month	Day	Year
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	Month	Day	Year

By /S/  
LARRY G. WILLER, DIRECTOR

07-KGSG-1053-TAR  
Approved  
Kansas Corporation Commission  
May 10, 2007  
/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 10.8KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC10

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC10 Sheet 10  
which was filed January 30, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 8 of 8 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

**10.12 Third Party Metering:** If a customer's gas is received by Company through meters which are not owned and operated by Company or the customer, the customer or the customer's agent shall, at the earliest practicable time, but not later than 10 days following the end of the billing period, cause the supplier to furnish Company a statement showing the amount of transportation service gas, in Mcf and dekatherm per day, delivered to Company for the customer during the billing period. The customer or the customer's agent, upon request, shall cause to be furnished to Company all charts, or satisfactory copies thereof, upon which the statement provided for above were based. Any original charts furnished shall be returned within 30 days. By accepting gas, the customer agrees to maintain records of the volumes of gas received by Company for the customer and to allow Company to inspect the records upon request during the customer's regular business hours.

**10.13 Change from Sales to Transportation Service:** Company shall use its best efforts to promptly effect all customer requests to change from a sales service tariff to a transportation service tariff.

**10.13.01 Valid Request:** Company shall consider a valid request to have been made upon receipt of a properly completed Transportation Affidavit, in accordance with Section 10.03.02 Affidavit. Company must receive Affidavit by the 20th day of the month preceding the month in which the initiation of transportation service is requested.

**10.13.02 Administrative Limit:** Company shall consider its internal, external, and administrative limitations and shall determine the number of Affidavits it can process each month, which shall be the Administrative Limit.

**10.13.03 Monthly Additions:** Should the number of received Affidavits exceed the Administrative Limit, Company shall prorate any remaining processing capacity among all agents submitting Affidavits on the day. Company shall list customers according to an agent's preferred ranking, if provided, unless operational concerns prevent the desired priority. Affidavits properly received and not processed in the current month shall be given priority in the following month in the order received by Company and ahead of any subsequent Affidavits.

Issued	March	30	2007
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	Month	Day	Year

By /S/  
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/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.1KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

(Name of Issuing Utility)

All Rate Areas

Replacing Schedule GT&C-Gas Sheet 107 of 113

(Territory to which schedule is applicable)

which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE11. PRIORITY OF SERVICE

11.01 Service Restriction: Company may fully or partially restrict service to customers when, in Company's sole determination, restriction is necessary to protect the supply and/or delivery of gas to customers with higher priority uses.

11.02 Notice: Notice of a service restriction shall be provided as far in advance as practicable and may be changed by Company as conditions warrant. Notice shall be given to each affected customer by telephone or in writing, including facsimile and, with the customer's agreement, electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph whenever the customer's usage is aggregated for balancing under Section 10.04 Aggregation. During emergency situations, Company may use commercial radio and/or television to notify customers.

11.03 Critical Use Periods: Company may issue an Operational Flow Order (OFO) or declare a Period of Daily Balancing (PODB) whenever necessary to instruct customers to control their usage to avoid either Under-Deliveries or Over-Deliveries.

11.03.01 Standard OFO: A Standard OFO shall require the customer to take pre-emptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.

11.03.02 Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.

11.03.03 Period of Daily Balancing: Company may declare a PODB whenever necessary to insure that deliveries to its transportation service customers do not exceed their retain age-adjusted confirmed nominations.

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January 30, 2003  
/S/ Thomas A. Day

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.2

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

SCHEDULE GTC11

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 108 of 113  
which was filed November 19, 2002

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

Sheet 2 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 11.03.04 Authorized Usage: A transportation service customer's authorized usage during an OFO or PODB shall be equal to that customer's retainage-adjusted confirmed nomination.
- 11.03.05 Interrupted Supply: Whenever a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainage-adjusted volume being delivered to Company on behalf of that customer.
- 11.03.06 Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system, except during Supply Emergencies subject to the conditions of Section 11.04.06 Company's Right to Purchase Transportation Gas.

11.04 Period of Curtailment: Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

11.04.01 Authorized Usage: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.

11.04.02 Curtailment Priority: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority category as required. The categories to be used by Company to allocate available service, listed from highest to lowest priority, are:

Category One. Customers served under Company's Residential Sales Service rate schedules and customers taking service the curtailment of which would endanger human life or safety. A customer shall not be considered endangered if an alternate fuel capability is feasible.

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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.3KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 109 of 113which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 3 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

Category Two. Customers not included in Category One taking service under Company's General Sales Service or General Transportation Service rate schedules and customers taking service the curtailment of which would endanger property. A customer shall not be considered endangered if an alternate fuel capability is feasible.

Category Three. Customers not included in other categories.

11.04.03 Exception to Curtailment Priority: Company may curtail customers in higher priority categories before curtailing customers in lower priority categories only if curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.

11.04.04 Allocation of Partial Capacity: Should only partial service capacity be available for an affected category, deliveries within that category shall be limited to a customer's pro rata share of service available to that category. 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.

11.04.05 Alternate Fuel Capability: Company 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. Disputes over Company's determination shall be referred to the Commission for resolution.

11.04.06 Company's Right to Purchase Transportation Gas: Company shall have the authority but not the requirement to purchase a transportation service customer's gas during any POC which restricts, or would otherwise restrict, Category One customers.

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/S/ Thomas A. Day

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.4KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 110 of 113which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 4 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (1) Notice: Company shall use its best efforts to give the customer 24 hours advance notification of the need for any such purchase, but Company shall not be liable for failure to give advance notice when circumstances do not permit.
- (2) Reimbursement: Company shall reimburse the customer an amount equal to the verifiable actual replacement cost of any alternative fuel used by the customer to replace natural gas purchased by Company. Company shall account for the reimbursement as a purchased gas expense.

11.04.07

Emergency Usage during POCs: A customer may request to use gas above authorized levels to forestall irreparable injury to life or property. Requests by telephone shall be followed immediately by a written request. Written requests shall state the nature, cause, and expected duration of the emergency and 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 usage above authorized levels shall be determined at the time Company receives the customer's request. Disputes concerning this charge shall be referred to the Commission for resolution.

11.04.08

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 customers during a POC. Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Kansas Corporation Commission.

Issued

	Month	Day	Year
Effective	January	30	2003
	Month	Day	Year

By

/S/

LARRY G. WILLER, DIRECTOR

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/S/ Thomas A. Day

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.5KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 111of 113  
which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 5 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

11.05 Unauthorized Deliveries: Over-Deliveries and/or Under-Deliveries which vary from Company's authorized usage level under an OFO or during a POB or POC, shall be subject to the penalties described in Section 11.06 Penalties for Unauthorized Usage.

11.05.01 Individual Customers: Unauthorized Deliveries for individually balanced customers shall be calculated by comparing each customer's authorized usage with actual usage.

11.05.02 Aggregation Groups: Unauthorized Deliveries for aggregation groups subject to aggregated balancing as defined under Section 10.04 Aggregation, shall be calculated by comparing the group members' total authorized usage with their total actual usage. The actual usage of a customer which is included in more than one aggregation group shall be allocated between groups on a ratio of the customer's confirmed nominations.

11.05.03 RDQ Balancing: A transportation service customer may agree to deliver to Company, in lieu of Company's requirement to install EFM, a predetermined Required Daily Quantity (RDQ) of natural gas. Nominations based on assigned RDQ shall be subject to retainage.

- (1) Qualification for RDQ Balancing: RDQ Balancing shall be available for transportation service meters recording a peak - month usage of less than 1,500 Mcf in the most recent 12 month period ending April 30. A customer accepting an RDQ shall remain eligible for transportation service without installing EFM. An RDQ-qualified customer shall be assigned to RDQ Balancing unless the customer notifies Company otherwise.

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Month	Day	Year
January	30	2003
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/S/

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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.6KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 112 of 113  
which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 6 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (2) RDQ Administration: An RDQ-balanced customer shall be notified of its assigned RDQ within 30 days after initiating transportation service. Company shall each year review the customer's most recent 12 month usage for the period ending April 30 and recalculate the customer's RDQ. Company shall, prior to August 1, notify the customer, and the customer's agent if aggregated for balancing purposes, of a revised RDQ, which shall be effective for the next 12 month period beginning November 1. The customer or customer's agent shall inform Company of any dispute over the RDQ within 30 days of their notification.
- (3) Unauthorized Over-Deliveries: During PODBs or POCs or when required by an OFO to prevent Over-Deliveries, a customer shall cause Company to receive natural gas in the amount of the RDQ. The customer shall be subject to an Unauthorized Over-Delivery Penalty if Company receives less than 100% of the customer's assigned RDQ plus retainage.
- (4) Unauthorized Under-Deliveries: When required by an OFO to prevent Under-Deliveries, a customer shall cause Company to receive an amount of natural gas equal to the lesser of their assigned RDQ times 50% plus retainage or their current confirmed nomination. The customer shall be subject to the applicable Unauthorized Under-Delivery Penalty if Company receives more than the amount authorized by this paragraph.
- (5) Actual Usage of RDQ Customers: Company shall not be required to read RDQ-balanced meters to implement the requirements of an OFO, PODB or POC, for which the customer's actual usage shall be deemed to equal the assigned RDQ. When calculating Unauthorized Over-Delivery Penalties for an aggregation group which includes both EFM meters and meters subject to RDQ Balancing, the aggregated nominations shall be applied to the aggregated RDQ meters first.

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 By /S/  
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 /S/ Thomas A. Day



## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.7KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

(Name of Issuing Utility)

## All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GT&C-Gas Sheet 112-1 of 113  
which was filed November 19, 2002No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 7 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (6) Temporary RDQ: A customer may request a temporary revision of its assigned RDQ. Company shall consider the request only if it is received prior to 72 hours after the occurrence of a significant event that would temporarily change the customer's usage during an OFO or PODB. Requests by telephone shall be followed immediately by a written request stating the nature, cause, and expected duration of the event. Company shall respond no later than 72 hours after the customer's written request. Any revised RDQ shall become effective upon Company's responding notification to the customer and shall continue for no more than 30 days or until the customer's operation has returned to normal, whichever occurs first. Company may, at its option and at the customer's request, extend the temporary RDQ for an additional period(s).

11.05.04 Meter Reading: Actual usage during an OFO or PODB shall normally be provided by electronic flow measurement (EFM) equipment. If Company is unable to obtain data from a customer's EFM device, the customer's usage shall be determined by actual meter reads.

11.05.05 Previous Imbalances: Gas imbalances from previous months shall not be allowed to offset any Unauthorized Over- or Under-Delivery.

11.05.06 Refusal to Comply: Company may disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.

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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.8KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE GTC11

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC11 Sheet 8  
which was filed January 30, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 8 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

11.06 Penalties for Unauthorized Usage: A customer's unauthorized usage under an OFO or during a PODB or POC shall cause the incurrence of penalties.

11.06.01 Tolerance Levels: Penalties shall be assessed:

- (1) During an OFO, PODB or POC, when Unauthorized Over-Deliveries to EFM meters exceed 5% of authorized daily delivery levels.
- (2) During an OFO, when Unauthorized Under-Deliveries to EFM meters exceed 5% of authorized daily delivery levels.
- (3) During an OFO or POC, when Unauthorized Deliveries to RDQ meters exceed authorized daily delivery levels.

11.06.02 Penalties during PODBs and POCs shall be:

- (1) the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipelines (Oklahoma) for each day of the POC or PODB, for each dekatherm of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section 11.06.01 Tolerance Levels but is no greater than 10% of the authorized delivery level for the customer or the aggregated balancing group, and
- (2) the greater of \$20 or 10 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipelines (Oklahoma) for each day of the POC or PODB, for each dekatherm of Unauthorized Over Delivery in excess of 10% of the authorized delivery level for the customer or the aggregated balancing group.

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November 16, 2006  
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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 11.9

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

SCHEDULE GTC11

All Rate Areas

(Territory to which schedule is applicable)

Replacing Schedule GTC11 Sheet 9  
 which was filed January 30, 2003

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

Sheet 9 of 9 SheetsGENERAL TERMS AND CONDITIONS FOR GAS SERVICE

11.06.03 Penalties during OFOs: Penalties for Unauthorized Over-deliveries or Under-deliveries shall be calculated as follows:

- (1) Standard OFO Penalties: For each day of the Standard OFO, the greater of \$5 or 2½ times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipelines (Oklahoma) times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section 11.06.01.
- (2) POC and Emergency OFO Penalties: For each day of the POC or Emergency OFO, the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipelines (Oklahoma) times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section 11.06.01.

11.06.04 Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced customers shall be billed to and collected from the applicable customer. Unauthorized Over- or Under-Delivery Penalties for aggregation groups shall be billed to and collected from the agent representing the aggregated customers.

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 /S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 42.1KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE EFMR

## ALL RATE AREAS

(Territory to which schedule is applicable)

Replacing Schedule EFMR Sheet 1  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 3 SheetsELECTRONIC FLOW MEASUREMENT RIDERAPPLICABILITY

Applicable to all customers served under rate schedules ST, GTk, GTt, LVTK, LVTt, WTK and WTt and located in and around the communities specified in the Index. Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

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

DEFINITIONS AND CONDITIONS

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

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INDEX NO. 42.2KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE EFMR

(Name of Issuing Utility)

## ALL RATE AREAS

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Replacing Schedule EFMR Sheet 2  
which was filed January 30, 2003No supplement or separate understanding  
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2. **RDQ Balancing:** Notwithstanding the provisions above, according to the Required Daily Quantity (RDQ) Balancing provisions in Section 11 of Company's General Terms and Conditions for Gas Service (GT&C), a customer may agree to deliver during PODBs and/or POCs a predetermined Required Daily Quantity (RDQ) of natural gas to a transportation service meter which records a peak-month usage of less than 1,500 Mcf in the most recent 12 month period ending April 30, in lieu of the Company's requirement to install EFM. However, meters upon which EFM equipment has already been installed shall not be eligible for the RDQ Balancing option and the customer shall be subject to all charges set out in the Net Monthly Bill section.
3. A customer shall reimburse Company for the installed cost of EFM which shall become the sole property of Company. This CIAC for labor, material, and overhead costs associated with the installation shall be:
- |                    |   |
|--------------------|---|
| \$ 1,600 per meter | if the customer's existing measurement facilities do not require the use of an electronic correction device as part of the EFM, or  |
| \$ 3,400 per meter | if the customer's existing measurement facilities include or require the use of an electronic correction device as part of the EFM. |
4. A customer shall make an additional CIAC sufficient to cover the cost of any non-EFM related work performed and/or equipment installed at the customer's request. All such facilities and/or equipment shall become the sole property of Company. Payment shall be due from the customer at the time equipment is installed, except that Company may permit the customer to finance the EFM over a four year period at 8% per annum.
5. Company shall endeavor to coordinate the installation of all facilities required herein with a customer as soon as practicable following the effective date of this rider. Company shall notify the customer of its intent to install EFM, as well as the scope and estimated cost thereof.
- a. A customer shall provide adequate space for the installation of the EFM.
- b. A customer shall provide and maintain, at its cost, a dedicated telephone circuit or a Company-accepted alternative, according to Company's EFM Standards. Company and the customer shall mutually agree upon electric power and telephone connection location.

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## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 42.3

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

SCHEDULE EFMR

## ALL RATE AREAS

(Territory to which schedule is applicable)

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Sheet 3 of 3 SheetsELECTRONIC FLOW MEASUREMENT RIDER (Cont.)

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

Issued	September	17	2003
	Month	Day	Year
Effective	September	22	2003
	Month	Day	Year
By	/S/		
	LARRY G. WILLER, DIRECTOR		

03-KGSG-602-RTS  
Approved  
Kansas Corporation Commission  
September 22, 2003  
/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 28.1KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE STk

Rate Area "k"

(Territory to which schedule is applicable)

Replacing Schedule STk Sheet 1which was filed November 16, 2006No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 2 SheetsSMALL TRANSPORTATION SERVICEAVAILABILITY

Available in and around the communities specified in the Index to commercial and industrial customers. Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 23.35 Service Charge

plus

Delivery Charge

\$ 1.8010 per Mcf for all gas delivered

plus

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

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

DEFINITIONS AND CONDITIONS

1. Annual deliveries of at least 1,500 Mcf at a single location during the last 12 billing periods shall qualify a customer for service under this schedule. A customer, once qualified, shall remain eligible for service under this schedule.
2. A customer shall meet all conditions of the following tariffs to maintain service under this rate schedule:
  - a. Electronic Flow Measurement Rider
  - b. Company's General Terms and Conditions for Gas Service (GTC), Section 10 Requirements for Transportation Service.
3. Company may base a bill on a customer's normal meter reading cycle, but may issue that bill at the beginning of the next billing month. Although the bill may indicate a different period, it shall reflect actual information obtained from the regular-cycle meter reading. A customer served under this rate schedule and who desires a calendar month-based bill must install electronic flow measurement equipment and will not be eligible for RDQ balancing.

Issued	December	18	2008
	Month	Day	Year
Effective	January	1	2009
	Month	Day	Year

By /S/  
DAVID N. DITTEMORE

09-KGSG-199-TAR  
Approved  
Kansas Corporation Commission  
December 18, 2008  
/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 28.2KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)SCHEDULE STk

Rate Area "k"

(Territory to which schedule is applicable)Replacing Schedule ST Sheet 2  
which was filed April 14, 2005No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 2 of 2 SheetsSMALL TRANSPORTATION SERVICE (Cont.)

4. Service under this rate schedule shall be terminated upon notification by the customer, but not before the next regular-cycle meter reading date.
5. Transportation service is provided for the charge specified in the NET MONTHLY BILL section when supplied from Company's existing facilities. When additional facilities are needed to serve a customer, an additional charge may be required.
6. Multiple meter installations, installed at a single location for a customer's convenience, shall be billed additional Service Charges for each additional meter installation. Usage recorded on these multiple meters shall be aggregated for purposes of qualifying for this rate schedule.
7. Transportation service under this rate schedule is subject to the provisions and applicable charges contained in Company's GTC, or successor documents, approved by the Commission.
8. All provisions of this rate schedule are subject to changes made by order of the Commission.

Issued	November	16	2006
	Month	Day	Year
Effective	January	1	2007
	Month	Day	Year
By	/S/		
	LARRY G. WILLER, DIRECTOR		

06-KGSG-1209-RTS  
Approved  
Kansas Corporation Commission  
November 16, 2006  
/S/ Susan K. Duffy



## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 29.1KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.SCHEDULE STt

Rate Area "t"

(Territory to which schedule is applicable)

Replacing Schedule STt Sheet 1  
which was filed November 16, 2006No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 2 SheetsSMALL TRANSPORTATION SERVICEAVAILABILITY

Available in and around the communities specified in the Index to commercial and industrial customers. Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 23.35 Service Charge

plus

Delivery Charge

\$ 1.8802 per Mcf for all gas delivered

plus

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

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

DEFINITIONS AND CONDITIONS

1. Annual deliveries of at least 1,500 Mcf at a single location during the last 12 billing periods shall qualify a customer for service under this schedule. A customer, once qualified, shall remain eligible for service under this schedule.
2. A customer shall meet all conditions of the following tariffs to maintain service under this rate schedule:
  - a. Electronic Flow Measurement Rider
  - b. Company's General Terms and Conditions for Gas Service (GTC), Section 10 Requirements for Transportation Service.
3. Company may base a bill on a customer's normal meter reading cycle, but may issue that bill at the beginning of the next billing month. Although the bill may indicate a different period, it shall reflect actual information obtained from the regular-cycle meter reading. A customer served under this rate schedule and who desires a calendar month-based bill must install electronic flow measurement equipment and will not be eligible for RDQ balancing.

Issued	December	18	2008
	Month	Day	Year
Effective	January	1	2009
	Month	Day	Year
By	/S/		
	DAVID N. DITTEMORE		

09-KGSG-199-TAR  
Approved  
Kansas Corporation Commission  
December 18, 2008  
/S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 29.2

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

SCHEDULE STtRate Area "t"(Territory to which schedule is applicable)

Replacing Schedule ST Sheet 2  
 which was filed April 14, 2005

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

Sheet 2 of 2 SheetsSMALL TRANSPORTATION SERVICE (Cont.)

4. Service under this rate schedule shall be terminated upon notification by the customer, but not before the next regular-cycle meter reading date.
5. Transportation service is provided for the charge specified in the NET MONTHLY BILL section when supplied from Company's existing facilities. When additional facilities are needed to serve a customer, an additional charge may be required.
6. Multiple meter installations, installed at a single location for a customer's convenience, shall be billed additional Service Charges for each additional meter installation. Usage recorded on these multiple meters shall be aggregated for purposes of qualifying for this rate schedule.
7. Transportation service under this rate schedule is subject to the provisions and applicable charges contained in Company's GTC, or successor documents, approved by the Commission.
8. All provisions of this rate schedule are subject to changes made by order of the Commission.

Issued	November	16	2006
	Month	Day	Year
Effective	January	1	2007
	Month	Day	Year
By	/S/		
	LARRY G. WILLER, DIRECTOR		

06-KGSG-1209-RTS  
 Approved  
 Kansas Corporation Commission  
 November 16, 2006  
 /S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 30.1

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

SCHEDULE GTK

Rate Area "k"

(Territory to which schedule is applicable)

Replacing Schedule GTK Sheet 1  
 which was filed November 16, 2006

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

Sheet 1 of 2 SheetsGENERAL TRANSPORTATION SERVICEAVAILABILITY

Available in and around the communities specified in the Index to non-residential customers.  
 Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 20.00 Service Charge

plus

Delivery Charge

\$ 1.4562 per Mcf for all gas delivered

plus

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

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

DEFINITIONS AND CONDITIONS

1. Annual deliveries of at least 3,000 Mcf at a single location during the last 12 billing periods shall qualify a customer for service under this schedule. A customer, once qualified, shall remain eligible for service under this schedule.
2. A customer shall meet all conditions of the following tariffs to maintain service under this rate schedule:
  - a. Electronic Flow Measurement Rider
  - b. Company's General Terms and Conditions for Gas Service (GTC), Section 10 Requirements for Transportation Service.

Issued	December	18	2008
	Month	Day	Year
Effective	January	1	2009
	Month	Day	Year

By /S/  
 DAVID N. DITTEMORE

09-KGSG-199-TAR  
 Approved  
 Kansas Corporation Commission  
 December 18, 2008  
 /S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 30.2

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

SCHEDULE GtK

## Rate Area "k"

(Territory to which schedule is applicable)

Replacing Schedule GtK Sheet 2  
 which was filed September 22, 2003

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

Sheet 2 of 2 SheetsGENERAL TRANSPORTATION SERVICE (Cont.)

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

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

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 Approved  
 Kansas Corporation Commission  
 July 14, 2004  
 /S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 31.1

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

SCHEDULE GTt

Rate Area "I"  
 (Territory to which schedule is applicable)

Replacing Schedule GTt Sheet 1  
 which was filed November 16, 2006

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

Sheet 1 of 2 SheetsGENERAL TRANSPORTATION SERVICEAVAILABILITY

Available in and around the communities specified in the Index to non-residential customers.  
 Service is subject to the DEFINITIONS AND CONDITIONS section below.

NET MONTHLY BILL

\$ 23.35 Service Charge  
 plus  
 Delivery Charge  
 \$ 1.9127 per Mcf for all gas delivered  
 plus

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

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

DEFINITIONS AND CONDITIONS

1. Annual deliveries of at least 3,000 Mcf at a single location during the last 12 billing periods shall qualify a customer for service under this schedule. A customer, once qualified, shall remain eligible for service under this schedule.
2. A customer shall meet all conditions of the following tariffs to maintain service under this rate schedule:
  - a. Electronic Flow Measurement Rider
  - b. Company's General Terms and Conditions for Gas Service (GTC), Section 10 Requirements for Transportation Service.

Issued	December	18	2008
	Month	Day	Year
Effective	January	1	2009
	Month	Day	Year

By /S/  
DAVID N. DITTEMORE

09-KGSG-199-TAR  
 Approved  
 Kansas Corporation Commission  
 December 18, 2008  
 /S/ Susan K. Duffy

## THE STATE CORPORATION COMMISSION OF KANSAS

INDEX NO. 31.2KANSAS GAS SERVICE  
A DIVISION OF ONEOK, INC.  
(Name of Issuing Utility)SCHEDULE GT1

Rate Area "t"

(Territory to which schedule is applicable)

Replacing Schedule GT1 Sheet 2  
which was filed September 22, 2003No supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 2 of 2 SheetsGENERAL TRANSPORTATION SERVICE (Cont.)

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

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

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



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Seventh Revised Sheet No. WT-iii  
 Cancels Sixth Revised Sheet No. WT-iii

## Index - Gas Transportation

<u>Description</u>	<u>Sheet Numbers</u>
Title Page .....	WT-i
Introductory Statement .....	WT-ii
Index .....	WT-iii thru WT-v
 <b>Gas Transportation Services</b>	
Large Transport (LT) .....	WT-1
Medium Transport (MT) .....	WT-2
Small Transport (ST) .....	WT-3
Reserved for Future Use .....	WT-4
Large General Transportation Service (LGT) .....	WT-5 thru WT-7
Seasonal General Transportation Service (SGT) .....	WT-8
Competitive Pricing Transportation (CPS) .....	WT-9 thru WT-10
Natural Gas Redelivery Services for City of Waukee, Iowa .....	WT-11 thru WT-13
Reserved for Future Use .....	WT-14 thru WT-15
 <b>Customer Balancing Services</b>	
1. Customer Obligations .....	WT-16
(a) Daily Balancing Limit	
(b) Short Critical Day	
(c) Long Critical Day	
(d) Operational Flow Order (OFO)	
2. Settlement of Imbalances .....	WT-16a
3. Over/Under Delivery Charges for Imbalances .....	WT-17 thru WT-17a
(a) Daily	
(b) Short Critical Day	
(c) Long Critical Day	
(d) Additional Charges	
(e) Revenue Sharing	
(f) Waiver of Penalties	
4. Optional Daily Balancing Service (DBS) .....	WT-18
(a) Description	
(b) Rates	

T  
T  
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Issued: December 16, 2003  
 Issued by: James J. Howard  
 Vice President

Effective: January 1, 2004



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Sixth Revised Sheet No. WT-iv  
 Cancels Fifth Revised Sheet No. WT-iv

### Index - Gas Transportation (Cont.)

<u>Description</u>	<u>Sheet Numbers</u>
<b>Customer Balancing Services (cont.)</b>	
5. Optional Group Balancing Service (GBS).....	WT-19 thru WT20
(a) Description	
(b) Applicability	
(c) Maximum Rate	
Reserved for Future Use .....	WT-21
<b>Standby Service Options</b>	
1. Firm Supply Standby Service (FSS) .....	WT-22
(a) Description	
(b) Rate	
Reserved for Future Use .....	WT-23 thru WT-26
<b>General Terms and Conditions</b>	
1. Contract .....	WT-27
2. Minimum Term .....	WT-27
3. Filing .....	WT-27
4. Gas Quality .....	WT-27
5. Thermal Balancing .....	WT-27
6. Liability .....	WT-28
(a) General	
(b) Insurance	
7. Retention .....	WT-28
(a) Volumes	
8. Metering .....	WT-28a
9. Order of Deliveries for Billing Purposes .....	WT-28a
10. Capacity Curtailment or Interruption .....	WT-29
11. Request for Service .....	WT-29

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Issued: December 16, 2003  
 Issued by: James J. Howard  
 Vice President

Effective: January 1, 2004





MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Sub Sixth Revised Sheet No. WT-v  
Cancels Fifth Revised Sheet No. WT-v

**Index - Gas Transportation (cont.)**DescriptionSheet Numbers**General Terms and Conditions (cont.)**

12. Nominations .....	WT-30 thru WT-31	
(a) Nomination Time Line		
(b) Confirmation		
(c) Nomination Process		
(d) Daily		
(e) Critical Day and/or OFO		T
(f) Firm Supply Standby Service		
(g) Late Nominations		
(h) MidAmerican ONLINE Transportation (MOT) Bulletin Board		
(i) Operational Flow Order (OFO)		
13. Provisions Applicable to Third Party Suppliers .....	WT-32	
14. Failure to Comply .....	WT-32	
15. Successors and Assigns .....	WT-33	
16. Laws, Regulations, and Orders .....	WT-33	
17. Return to Sales Service .....	WT-33	
18. Reference to Sales Tariff .....	WT-33	
19. Certification of Natural Gas Providers and Aggregators .	WT-33	
20. Interruption of Service .....	WT-34	N
Reserved for Future Use .....	WT-35	D

**Riders**

Excess Facilities, Rider No. 1 .....	WT-36
Reserved for Future Use .....	WT-37
Pipeline Demand, Rider No. 2 .....	WT-38
Reserved for Future Use .....	WT-39
Pipeline Transition, Rider No. 4 .....	WT-40

<b>Glossary of Terms</b> .....	WT-41 thru WT-43
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<b>Iowa Schools Gas Pilot Project</b> .....	WT-44 thru WT-50
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**Service Request Form****Gas Transportation Tariff - Purchase Nomination Order****Customer Contract Form**

Issued: December 16, 2003  
Issued by: James J. Howard  
Vice President

Effective: January 1, 2004



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

7<sup>th</sup> Revised Sheet No. WT-1  
 Cancels Sixth Revised Sheet No. WT-1

RATE DESIGNATION: Large Transport (LT)  
 CLASS OF SERVICE: Gas Transportation Tariffs

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by the Company who has peak day requirements of 2,000 therms or greater and has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers that contract for this service without also contracting for Firm Supply Standby Service or other optional firm supply services that may be offered. In the event that a LT Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.

**3. Rates**

Monthly Charges:

Customer Charge:	\$400.00 per Billing Period per Delivery Point
Commodity Charge:	\$0.03012 per therm transported
Transportation	
Administrative Service Charge:	\$80.00 per Billing Period per Delivery Point

System Exit Charges:

Pipeline Demand, Rider No. 2  
 Pipeline Transition, Rider No. 4  
 Gas Energy Efficiency Cost Recovery, Sheet No. W-3

N

One-Time Charges:

Application Charge:	\$250.00 with each request for service
Telemetry:	Actual Cost of telemetry, installation and hardware.

Minimum Monthly Billing:

The Customer Charge(s), Transportation Administrative Service Charge, plus any Rider(s).

**4. Bill Payment Provision.**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.

Issued: November 8, 2007  
 Issued by: Naomi Czachura  
 Vice President

Effective: December 10, 2007  
 Per October 23, 2007 Board Order  
 in Docket No. EEP-03-1



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

6<sup>th</sup> Revised Sheet No. WT-2  
 Cancels Fifth Revised Sheet No. WT-2

RATE DESIGNATION: Medium Transport (MT)  
 CLASS OF SERVICE: Gas Transportation Tariffs

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by The Company who has peak day requirements of up to 2,000 therms and has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers that contract for this service without also contracting for Firm Supply Standby Service. In the event that a MT Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.

**3. Rates**

Monthly Charges:

Customer Charge:	\$55.00 per Billing Period per Delivery Point
Commodity Charge:	\$0.07120 per therm transported
Transportation Administrative Service Charge:	\$80.00 per Billing Period per Delivery Point

System Exit Charges:

Pipeline Demand, Rider No. 2  
 Pipeline Transition, Rider No. 4  
 Gas Energy Efficiency Cost Recovery, Sheet No. W-3

N

One-Time Charges:

Application Charge:	\$250.00 with each request for service
Telemetry:	Actual cost of telemetry, installation and hardware.

Minimum Monthly Billing:

The Customer Charge(s), Transportation Administrative Service Charge, plus any Rider(s).

**4. Bill Payment Provision.**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.

Issued: November 8, 2007  
 Issued by: Naomi Czachura  
 Vice President

Effective: December 10, 2007  
 Per October 23, 2007 Board Order  
 in Docket No. EEP-03-1



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

5<sup>th</sup> Revised Sheet No. WT-3  
 Cancels Fourth Revised Sheet No. WT-3

RATE DESIGNATION: Small Transport (ST)  
 CLASS OF SERVICE: Gas Transportation Tariffs

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by the Company who has peak day requirements of less than 500 therms and has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers that contract for this service without also contracting for Firm Supply Standby Service or other optional firm supply services which may be offered. In the event that a ST Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.

**3. Rates**

Monthly Charges:

Customer Charge:	\$10.00 per Billing Period per Delivery Point
Commodity Charge:	
First 250 therms	\$0.17993 per therm transported
Balance per therm	\$0.09508 per therm transported
Transportation Administrative Service Charge:	\$80.00 per Billing Period per Delivery Point

System Exit Charges:

Pipeline Demand, Rider No. 2	
Pipeline Transition, Rider No. 4	
Gas Energy Efficiency Cost Recovery, Sheet No. W-3	

N

One-Time Charges:

Application Charge:	\$250.00 with each request for service
Telemetry:	Actual cost of telemetry, installation and hardware.

Minimum Monthly Billing:

The Customer Charge(s), Transportation Administrative Service Charge, plus any Rider(s).

**4. Bill Payment Provision.**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.

Issued: November 8, 2007  
 Issued by: Naomi Czachura  
 Vice President

Effective: December 10, 2007  
 Per October 23, 2007 Board Order  
 in Docket No. EEP-03-1



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-4  
Cancels Second Revised Sheet No. WT-4

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 11, 2002  
Issued by: James J. Howard  
Vice President

Effective: November 25, 2002



MIDAMERICAN ENERGY COMPANY

Gas Tariff No. 1

Filed with the Iowa Utilities Board

3<sup>rd</sup> Revised Sheet No. WT-5

Cancels Second Revised Sheet No. WT-5

RATE DESIGNATION: Large General Transportation Service (LGT)

CLASS OF SERVICE: Gas Transportation Tariffs

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by the Company who contracts for a maximum daily requirement (MDR) of not less than 4,000 therms per day, and has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers that contract for this service without also contracting for Firm Supply Standby Service. In the event that a LGT Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.

**3. Rates**Monthly Charges:

Transportation Administrative Service Charge:	\$80.00
Customer Charge:	\$1,315.00 per Billing Period per Delivery Point
Commodity Charge:	\$0.00495 per therm transported
Demand Charge:	\$0.52886 per therm of MDR per month

System Exit Charges:

Pipeline Demand, Rider No. 2	
Pipeline Transition, Rider No. 4	
Gas Energy Efficiency Cost Recovery, Sheet No. W-3	

N

One-Time Charges:

Application Charge:	\$250.00 with each request for service
Telemetry:	Actual cost of telemetry, installation and hardware.

Minimum Monthly Billing:

The Customer Charge(s), Transportation Administrative Service Charge, Demand Charge, and any Rider(s).



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-6  
Cancels First Revised Sheet No. WT-6

RATE DESIGNATION: Large General Transportation Service (LGT)  
CLASS OF SERVICE: Gas Transportation Tariffs

**4. Bill Payment Provision**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.

**5. Maximum Daily Requirement**

The customer's maximum daily requirement (MDR) shall be established in the contract between the customer and the Company. Unless otherwise agreed upon in the contract, MDR is defined as the maximum consumption measured at the customer's meter during any 24-hour period beginning at 9:00 a.m. Central Clock Time (CCT), and ending at 9:00 a.m. CCT, the following day during the most recent peak months of December, January, and February.

The contracted MDR shall be the maximum daily volume of natural gas the Company is obligated to: (a) deliver to customers contracting for customer-supplied gas supply, or (b) supply and deliver to customers contracting for Company-supplied gas supply, and the customer is entitled to receive on any day under this rate schedule.

**6. Excess Use**

Unless otherwise provided in the contract between the Company and customer, usage on any December through February day in excess of the contract MDR, or usage on any March or November day in excess of 125% of the contract MDR, or usage on any April through October day in excess of 200% of the contract MDR, shall be considered excess use. Such excess use shall be subject to penalty charges, except that supply conditions and/or distribution system capacity permitting, in the sole judgment of the Company, the customer may elect to establish a new contract MDR effective with the billing period in which such excess use occurs, in lieu of payment of Company-imposed penalty charges.



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-7  
Cancels First Revised Sheet No. WT-7

RATE DESIGNATION: Large General Transportation Service (LGT)  
CLASS OF SERVICE: Gas Transportation Tariffs

**7. Penalties for Excess Use**

Any volumes of excess use as defined under the EXCESS USE section above shall be subject to a Company-imposed penalty of \$0.50 per therm for the first two percent excess and \$1.00 per therm for all additional excess in addition to current distribution energy charges and any applicable gas supply charges.

In addition to the Company-imposed penalties described above, the customer shall be responsible for any pipeline penalties incurred by the Company as a result of the customer's excess use.

**8. Term of Contract**

The obligations hereunder of the customer and the Company shall commence on the date gas service is first rendered to the customer and shall continue for an initial term of one year thereafter and for repeating periods of one year thereafter unless terminated by written notice given by either party to the other not less than ninety days prior to the expiration of the initial term or any subsequent one-year term.

If the customer's contract MDR of Company-supplied gas exceeds 25,000 therms per day, the Company may require a longer initial term of contract and notice of termination.

If additional distribution facilities are required to serve the customer's maximum daily requirement, the Company may require a longer initial term of contract and notice of termination.

**9. General**

Service hereunder is subject to the Gas Policies of the Company and applicable Riders included in this gas tariff schedule.





MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

4<sup>th</sup> Revised Sheet No. WT-8  
 Cancels Third Revised Sheet No. WT-8

**RATE DESIGNATION:** Seasonal General Transportation (SGT)  
**CLASS OF SERVICE:** Gas Transportation Tariffs

**1. Applicability and Character of Service**

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

**2. Availability**

This service is available to any Customer with facilities served by the Company who has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers that contract for this service without also contracting for Firm Supply Standby Service. In the event that an SGT Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.

**3. Rates**

Monthly Charges:

Transportation Administrative Service Charge:	\$ 80.00
Customer Charge:	\$ 55.00 per Billing Period per Delivery Point
Non-Gas Commodity Charge:	\$ 0.04000 per therm transported (applicable to nine monthly billing periods of April through December)
	\$ 0.16480 per therm transported (applicable to three monthly billing periods of January through March)

System Exit Charges:

Pipeline Demand, Rider No. 2  
 Pipeline Transition, Rider No. 4  
 Gas Energy Efficiency Cost Recovery, Sheet No. W-3

N

One-Time Charges:

Application Charge: \$250.00 with each request for service  
 Telemetry: Actual cost of telemetry, installation and hardware.

Minimum Monthly Billing:

The Customer Charge(s), Transportation Administrative Service Charge, plus any Rider(s).

**4. Bill Payment Provision.**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.

Issued: November 8, 2007  
 Issued by: Naomi Czachura  
 Vice President

Effective: December 10, 2007  
 Per October 23, 2007 Board Order  
 in Docket No. EEP-03-1



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

2<sup>nd</sup> Revised Sheet No. WT-9  
Cancels First Revised Sheet No. WT-9

RATE DESIGNATION: Competitive Pricing Transportation Service (CPS)  
CLASS OF SERVICE: Gas Transportation Tariffs

**1. Availability**

Service under this rate schedule is available, on an optional non-discriminatory basis, taking into consideration distance from competing natural gas services; volume of gas transported; length of contract term; and other related costs and factors that affect both the Company and the Customer.

**2. Applicability and Character of Service**

This rate is applicable to those Customers located within bypassable distance of competing natural gas pipeline, or of alternate energy sources, and in the judgment of the Company, is economically feasible and practicable.

**3. Rates**

Customer Charge: Negotiated per Delivery Point

Commodity Charge: The rate for each therm transported by Company on Customer's behalf shall be the negotiated rate pursuant to the contract agreement including applicable energy efficiency cost recovery charges.

N  
N

Minimum Monthly Billing:

Negotiated rate pursuant to agreement

**4. Retention Percentage**

The retention percentage shall be per the terms negotiated in the contract agreement.

Issued: November 8, 2007  
Issued by: Naomi Czachura  
Vice President

Effective: December 10, 2007  
Per October 23, 2007 Board Order  
in Docket No. EEP-03-1



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-10  
Cancels Original Issue Sheet No. WT-10

RATE DESIGNATION: Competitive Pricing Transportation Service (CPS)  
CLASS OF SERVICE: Gas Transportation Tariffs

**5. General Terms and Conditions**

Except as provided herein and in the Contract for Service under this rate schedule, all other provisions of the Company's Gas Transportation Tariff governing the transportation of natural gas shall apply.

**6. Balancing Obligations**

The rate and terms of balancing obligations may be negotiated between the Company and Customer.

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Issued: July 22, 1998  
Issued by: James J. Howard  
Vice President

Effective: September 1, 1998



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-11  
Cancels First Revised Sheet Nos. WT-11 - WT-15

**RATE DESIGNATION:** Natural Gas Redelivery Service for the City of Waukeee, Iowa  
**CLASS OF SERVICE:** Gas Transportation Tariffs

**1. Availability**

Service under this rate schedule is available to the City of Waukeee, Iowa ("City") under the terms of the Natural Gas Redelivery Agreement ("Agreement") between the City and MidAmerican.

**2. Applicability and Character of Service**

MidAmerican shall redeliver City's natural gas received by MidAmerican from Northern Natural Gas ("Northern") to the Point of Interconnection between the facilities of City and MidAmerican to City for resale and consumption by City's customers within City limits. The Point of Interconnection shall be defined as the point at which City's facilities are interconnected with MidAmerican's distribution facilities at the Waukeee corporate limit at the time of execution of the Agreement. City shall construct, operate, own and maintain at its own expense its facilities at the Point of Interconnection. These facilities shall include telemetering equipment, valves, pressure regulation, relief, controls, piping and other appurtenances.

**3. Rates and Charges for Service**

- (a) **Reservation Fee:** \$5.50 per Dth of Maximum Daily Quantity ("MDQ") per month as may be adjusted in accordance with the contract.
- (b) **Commodity Charge:** \$0.0350 per Dth of City-owned gas transported as may be adjusted in accordance with the contract.
- (c) **Retention:** Included in reservation and commodity charges.
- (d) **Excess Use Charge:** \$10.00 per Dth of Excess Use as defined in the contract.



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-12  
 Cancels First Revised Sheet Nos. WT-11 - WT-15

**RATE DESIGNATION:** Natural Gas Redelivery Services for the City of Waukee, Iowa  
**CLASS OF SERVICE:** Gas Transportation Tariffs

- (e) **Annual True-Up Charges:** An Annual True-Up will be performed each October during the term, when MidAmerican will compare the sum of the actual Reservation and Commodity Charges paid during the previous 12 billing months ("Actual Charges") to the Minimum Charges listed in the table below for the respective year. If the Actual Charges exceed the Minimum Charge, there will be no Annual True-Up for that year. If the Actual Charges are less than the Minimum Charge, MidAmerican will bill Waukee for the difference between the Minimum Charge and the Actual Charges. A "Contract Year" shall be defined as the period from October 1 through September 30 of the following year.

Contract Year	Minimum Charge	Contract Year	Minimum Charge
1	\$ 35,000	9	\$130,000
2	\$ 40,000	10	\$150,000
3	\$ 50,000	11	\$170,000
4	\$ 60,000	12	\$205,000
5	\$ 75,000	13	\$220,000
6	\$ 90,000	14	\$240,000
7	\$105,000	15	\$250,000
8	\$110,000		

- (f) **General Taxes:** City will pay or cause to be paid all taxes, levies and assessments that are lawfully levied on the gas delivered hereunder prior to its delivery to MidAmerican at the Receipt Point. City is a tax-exempt municipal corporation and the gas redelivered by MidAmerican to the City will be resold by City to its customers located within its service area for ultimate consumption. At the time of execution of the Agreement, the redelivery of gas thus is exempt from taxes, levies and assessments, such as, but not limited to, sales, use and local option taxes and the replacement property tax imposed in Chapter 437A of the Code of Iowa (1999). If at any time it should be subsequently determined by a governmental authority having jurisdiction that the redelivery of natural gas provided for in the Agreement is subject to taxes, levies and assessment, such as, but not limited to, sales, use, local option or replacement property taxes, the commodity charge shall be adjusted accordingly.

Issued: July 13, 2000  
 Issued by: James J. Howard  
 Vice President

Effective: August 21, 2000



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-13  
Cancels First Revised Sheet Nos. WT-11 - WT-15

RATE DESIGNATION: Natural Gas Redelivery Service for the City of Waukee, Iowa  
CLASS OF SERVICE: Gas Transportation Tariffs

N

**4. Balancing and Settlement**

MidAmerican and City shall propose to Northern that MidAmerican, City and Northern enter a Northern End-User Agreement ("End-User Agreement"). If authorized by Northern, this will allow City to consolidate its deliveries of City-owned gas deliveries by Northern to the Receipt Point with City's deliveries of City-owned gas to the City's Northern Town Border Station and will permit City to make a single nomination to Northern.

If an End-User Agreement is not executed, City shall comply with daily balancing, settlement or cumulative monthly imbalance provisions and nomination procedures and charges included in the Iowa West System Gas Tariff.

**5. Miscellaneous Provision**

All provisions of the Iowa Tariff, on file with and made effective by the Board, as may from time to time be amended, governing the distribution or transportation of natural gas in Iowa, shall apply to the distribution service provided to City. If a conflict arises between Iowa Tariff and the Agreement, the Agreement shall control to the extent permissible by law. In the event natural gas distribution service is deregulated during the term of the Agreement and is no longer subject to rate regulation, then the applicable provisions of the Iowa Tariff as such provisions exist immediately before deregulation will apply to the Agreement and be automatically incorporated herein.

**6. Billing Provision**

In accordance with the terms of the Iowa West System Gas Tariff, MidAmerican will invoice City monthly for the distribution services provided hereunder. Billings will be based on actual volumes.

**7. Term and Termination Provision**

The term of this tariff will be governed by the Agreement.

N



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-14 - WT-15  
Cancels First Revised Sheet Nos. WT-11 - WT-15

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: July 13, 2000  
Issued by: James J. Howard  
Vice President

Effective: August 21, 2000



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-16  
Cancels First Revised Sheet No. WT-16

RATE DESIGNATION: Customer Balancing  
CLASS OF SERVICE: Gas Transportation Tariffs

1. **Customer Obligation** - Customer shall have the obligation to balance on a daily basis the receipt of transportation gas by the Company at the Receipt Point with deliveries of thermally adjusted quantities of gas by the Company to the Delivery Point ("Balance"). Differences between Daily Receipts and Deliveries ("Imbalances") shall be accumulated and recorded in a Customer account. MidAmerican will review the Customer's nomination made to the interstate pipeline. For purposes of determining distribution system imbalances, MidAmerican will use the lesser of the volume confirmed on the interstate pipeline or the nomination submitted by the Customer to MidAmerican.
  - (a) Daily Balancing Limit - The Customer is permitted to incur a daily Positive or Negative Imbalance up to and including ten percent (10%) of the quantities delivered by the Company on the Customer's behalf, except on Critical Days.
  - (b) Short Critical Day - The Customer is not permitted to incur a Daily Negative Imbalance but is permitted to incur an unlimited daily Positive Imbalance.
  - (c) Long Critical Day - The Customer is permitted to incur a Daily Positive Imbalance up to and including five percent (5%) and is permitted to incur an unlimited Negative Imbalance.
  - (d) Operational Flow Order (OFO) - Company may call an OFO on a specific customer, multiple customers, or a Group Customer in order to limit critical day parameters to as small a segment of customers as possible. This customer or group will be subject to the same balancing parameters imposed on a Critical Day as outlined above.





MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

First Revised Sheet No. WT-16a  
 Cancels Original Issue Sheet No. WT-16a

RATE DESIGNATION: Customer Balancing  
 CLASS OF SERVICE: Gas Transportation Tariffs

**2. Settlement of Imbalances:**

On a monthly basis, the Customer will receive an Imbalance Statement from the Company which will show the daily quantities received by the Company on behalf of the Customer, Deliveries to the Customer's facilities and any Daily Imbalances resulting from the over or under delivery of gas.

- (a) Imbalance Settlement - In addition to the applicable over/under delivery charges, cumulative daily Positive or Negative Imbalances at a delivery point will be deemed to have been sold to or bought from the Company at the applicable Gas Daily index prices plus applicable interstate pipeline transportation fees. The Customer's imbalance will be subject to the index pricing point on the pipeline they are served by. The Company will establish the pricing index points and transportation used for each pipeline at the start of the gas month. The Company may change this index point at its discretion via a posting on the MOT bulletin board. For purposes of calculating a Positive daily imbalance cashout, gas delivered to alternate receipt points will be considered first gas delivered. Customers with multiple index pricing points will be cashed out at a weighted cost of the pipeline index points listed on the MOT bulletin board based on MidAmerican's allocation of firm entitlements on each pipeline.

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Issued: November 11, 2002  
 Issued by: James J. Howard  
 Vice President

Effective: November 25, 2002



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Fourth Revised Sheet No. WT-17  
 Cancels Third Revised Sheet No. WT-17

RATE DESIGNATION: Customer Balancing  
 CLASS OF SERVICE: Gas Transportation Tariffs

### 3. Over/Under Delivery Charges for Imbalances:

- (a) Daily - Customers are allowed Positive or Negative Imbalances equal to 10% without imbalance charges. Customers with a Positive or Negative Imbalance, after adjustment for optional balancing service, shall be subject to an additional charge at the rate of \$.01 per therm (\$.10 per Dth) up to 30% Imbalances. For imbalances greater than 30%, the imbalance charge is \$.10 per therm (\$1.00 per Dth). Daily charges on imbalances will be waived if the customer's Daily Imbalance is in the opposite direction of the Company's Daily net system imbalance, as determined by Gas Control personnel. Daily Net System imbalance will be defined as daily variance between daily target and actual results. These charges apply except for Critical or OFO days.
- (b) Short Critical Day - Customers with a Negative Imbalance will be charged \$.50 per therm (\$5.00 per Dth) for the first 5% Negative Imbalance and will be assessed the greater of \$3.00 per therm (\$30.00 per Dth) or three (3) times the Chicago-LDCs, large end-users "Midpoint" Index price as reported in Gas Daily publication for any Negative Imbalance in excess of 5%.

Customers with a positive Imbalance on any short critical day will not incur the daily \$.10 per therm (\$1.00 per Dth) over delivery charge.

- (c) Long Critical Day - Customers with a Positive Imbalance in excess of the free 5% will be charged \$1.00 per therm (\$10.00 per Dth).

Customers with a Negative Imbalance on any Long Critical Day will not incur the daily \$.10 per therm (\$1.00 per Dth) under delivery charge.

- (d) Additional Charges - If the Company incurs additional charges due to a Customer's Imbalance, those costs will be passed on to the Customer.

The customer shall reimburse the Company for any penalty, storage, or other costs incurred by the Company or imposed on the Company by a pipeline as a result of any under or over delivery imbalance, daily, monthly or otherwise, caused by the customer.

If the Company incurs additional charges due to a Customer's Imbalance, which is in excess of the penalty recoveries from transportation customers, the net excess penalty will be collected on a pro rata basis from all parties that created the additional charges.

Issued: August 23, 2004  
 Issued by: James J. Howard  
 Vice President

Effective: September 30, 2004



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-17a  
Cancels First Revised Sheet No. WT-17a

RATE DESIGNATION: Customer Balancing  
CLASS OF SERVICE: Gas Transportation Tariffs

**3. Over/Under Delivery Charges for Imbalances (Cont.):**

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- (e) Revenue Sharing - Transportation margins associated with the collection of Over/Under Delivery Charges for Imbalances shall be credited to the sales customers via the Annual Purchased Gas Adjustment Reconciliation filing.
- (f) Waiver of Penalties - Regardless of Customer circumstances, the Company will not waive interstate pipeline imbalance charges that are incurred due to a customer imbalance. However, in the event of unanticipated, non-recurring conditions experienced by the Customer with their natural gas fueled equipment where the customer as a result of problems with its natural gas fueled equipment was unable to use all quantities of gas confirmed for delivery (excluding changes in production levels by the Customer), the Company may waive its daily imbalance charges for the gas day the condition initially occurred.

Any imbalance charge paid by the Customer or waived by the Company, shall not be construed as giving the Customer the right to continue to create an imbalance on the system.



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-18  
 Cancels Second Revised Sheet No. WT-18

RATE DESIGNATION: Customer Balancing  
 CLASS OF SERVICE: Gas Transportation Tariffs

#### 4. Optional Daily Balancing Service:

- (a) Description - A Customer or Group Customer shall have the option to choose a Daily Balancing Service ("DBS"). This balancing service is not available to customers on critical or OFO days. This is a delivery point service providing balancing tolerance, on a reasonable efforts basis, above or below the Customer's Receipts without the incurrence of Daily Over/Under Delivery Charges. This service is available on a monthly basis. The Customer must notify the Company of its DBS quantity coincident with reporting gas nominations for the first day of the month. If a Customer also elects to enter a Group Balancing arrangement, the Customer's DBS quantity becomes available for use by the Group Customer. DBS does not affect the monthly Settlement of Imbalances.

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The DBS begins after a ten percent (10%) of Receipts tolerance is applied. DBS quantity is the daily volume variance between Receipts at the Receipt Point, plus or minus the ten percent (10%) of Receipts tolerance, and the amount actually used at the Delivery Point (Deliveries), unless a Critical Day is called.

- (b) Rates - The rates and charges for service under this optional service shall include each of the following:

Reservation Charge - The reservation rate of \$.15 per therm (\$1.50 per Dth) per month.

Commodity Charge - The commodity rate is \$.003 per therm (\$.03 per Dth). The monthly charge is equal to the commodity rate multiplied by the sum of the daily volume variances. Daily volume variance is any difference between (i) the absolute value of the difference between the Receipts and Deliveries for the day, up to the DBS quantity contracted for and (ii) ten percent (10%) of the Receipts.

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MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-19  
 Cancels Second Revised Sheet No. WT-19

RATE DESIGNATION: Customer Balancing  
 CLASS OF SERVICE: Gas Transportation Tariffs

**5. Optional Group Balancing Service:**

**(a) Description**

The Customer shall have the option to choose a Group Balancing Service in a group with the same balancing provisions, on the same pipeline and in the same interstate pipeline operational zone (e.g. Northern Natural Gas Zone ABC). For purposes of calculating the level of Customer Imbalances incurred under the terms of this tariff, the Group Customer shall be considered to be one Customer and the sum of the individual Customer's DBS quantities shall be the minimum DBS quantity for the Group Customer. In all other respects, the Customer shall operate individually under the provisions of this tariff. The Group Customer shall enter into a Group Balancing Agreement under this tariff which shall be for a term of not less than one month. The term Group Customer shall mean a person, corporation, partnership, or other legal entity that provides gas under the parameters as specified above.

**(b) Applicability**

- (i) The Group Customer must execute a Supplier Service Agreement and must notify the Company of the Customers to be grouped at least 2 working days before the first of the month nominations are due. All billing will be based on the Group Customer's notification. Any requests to change Customers in a group after the notification timeframe outlined above will be accommodated at Company's discretion and shall be subject to a Rescheduling Service fee of \$50 for each Customer change in a Group. In connection with the Company's annual PGA reconciliation, revenue arising from this service will be shared. Three-fifths will go to the Company's sales customers and the remaining two-fifths will go to the Company.
- (ii) The Group Customer shall provide the Company a single combined daily nomination representing the sum of the daily nominations for all of the Delivery Points applicable to the Group Customer. Group Customer shall retain information regarding individual nominations which shall be provided to Company upon request. Each Delivery Point within the group must have operational telemetering in place.

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Issued: November 10, 2000  
 Issued by: James J. Howard  
 Vice President

Effective: December 15, 2000



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Fourth Revised Sheet No. WT-20  
Cancels Third Revised Sheet No. WT-20

RATE DESIGNATION: Customer Balancing  
CLASS OF SERVICE: Gas Transportation Tariffs

**5. Optional Group Balancing Service: (con't)**

- (iii) If the Group Customer does not comply with the provisions of its Supplier Service Agreement, Company may terminate the Agreement and each Customer whose Delivery Point is part of the Group Customer will be individually responsible for the settlement of gas transportation imbalances and other charges regardless of payments that the Customer may have rendered to the Group Customer. The Group Customer shall remain responsible for Pipeline Imbalances, penalties, overrun charges or other charges it may create on the interstate pipeline system. Company reserves the right to terminate the Supplier Service Agreement for due cause upon three days written notice. In the event the Agreement is terminated during any month, the Customers whose Delivery Points are within the Group Customer shall be billed separately for any imbalances and shall also be billed the Group Balancing Charge.

(c) Maximum Rate

The Optional Group Balancing Service shall be billed on a volumetric basis per Delivery Point with the following maximum billing period charges per Delivery Point.

Maximum Volumetric Rate      \$.015 per therm

Billing period maximum charge per Delivery Point. The specific rate will be posted on the MidAmerican ONLINE Transportation (MOT) bulletin board monthly.

LT, CPS & LGT	\$150
MT & SGT	\$100
ST	\$ 50

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-21  
Cancels Original Issue Sheet No. WT-21

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: September 30, 1997  
Issued by: Brent E. Gale  
Vice President-Law and Regulatory Affairs

Effective: November 1, 1997



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-22  
 Cancels Second Revised Sheet No. WT-22

RATE DESIGNATION: Standby Service Options  
 CLASS OF SERVICE: Gas Transportation Tariffs

**1. Firm Supply Standby Service:**

- (a) Description - A Customer may elect to receive Firm Supply Standby Service to assure continued gas service when their own gas supply is interrupted. The Customer will be permitted to contract for daily delivery capacity under this standby option. This service is available for an annual period.

(b) Rates

Pipeline Demand Charge: Applicable pipeline charges

Commodity Charge: 110% of the Gas Daily applicable interstate pipeline index including applicable interstate pipeline and Company transportation and fuel charges.

Minimum Charge: The minimum charge shall be the Pipeline Demand Charge on customer contracted daily delivery capacity.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-23  
Cancels Original Issue Sheet No. WT-23

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 11, 2002  
Issued by: James J. Howard  
Vice President

Effective: November 25, 2002



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-24  
Cancels First Revised Sheet No. WT-24

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 11, 2002  
Issued by: James J. Howard  
Vice President

Effective: November 25, 2002



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Issue Sheet No. WT-25

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 9, 1995  
Issued by: James J. Howard  
Vice President, Gas Administrative Services

Effective: December 15, 1995



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Issue Sheet No. WT-26

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 9, 1995  
Issued by: James J. Howard  
Vice President, Gas Administrative Services

Effective: December 15, 1995

First Revised Sheet No. WT-27  
Cancels Original Issue Sheet No. WT-27

1. **Contract:** Customer shall execute a written Service Request Form for transportation of customer-owned gas hereunder.
2. **Minimum Term:** The term of the Service Request Form for gas transportation shall be annual unless Company and Customer mutually agree to a shorter time period. In no event shall customer be allowed to switch between Transportation and Sales service with less than a 30 day written notification. In the event the Customer wishes to return to Sales Service, the Company shall have the discretion to approve or deny the request based on various factors such as availability of interstate pipeline capacity to meet customers' needs. After the contract period, the Customer may return to sales on the same basis as any new customer.
3. **Filing:** Transportation will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation, including but not limited to all documentation of ownership and authorization required by any state or federal regulatory body with jurisdiction; provided however, that the Company may temporarily waive this requirement in cases of emergency; and provided further, that the Customer may black out or otherwise delete from such documents information concerning the price paid for gas supplies and upstream transportation.
4. **Gas Quality:** Gas purchased by Customer from a third party for Transportation by the Company shall be commercially clean and merchantable. Such gas shall be comparable in quality to and interchangeable with gas purchased by the Company. The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
5. **Thermal Balancing:** The quantity of transportation gas received by the Company from the transporting pipeline and the quantity of transportation gas delivered to the Customer under the applicable Schedule shall be thermally balanced. For delivery systems with a single source of gas supply, the transporting pipelines statement as to volumes, heating value, and thermal balancing shall be taken as conclusive. For delivery systems with multiple sources of gas supply, the Company shall determine the heating value of gas delivered to the Customer in order to implement the requirement for thermal balancing.

CONFIDENTIAL



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-28  
Cancels Sub Second Revised Sheet No. WT-28

RATE DESIGNATION: General Terms and Conditions  
CLASS OF SERVICE: Gas Transportation Tariffs

**6. Liability:**

- (a) General - 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 including propane and liquefied natural gas.
- (b) Insurance - 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.

**7. Retention:**

- (a) Volumes (In-kind): The Customer, or Group Customer, will deliver retention quantities in-kind. The Customer shall have the quantity of transportation gas received from the transporting pipeline reduced, upon delivery to the Customer, by a fixed percentage, which shall represent compensation for retention.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-28a  
Cancels Original Issue Sheet No. WT-28a

RATE DESIGNATION: General Terms and Conditions  
CLASS OF SERVICE: Gas Transportation Tariffs

8. **Metering:** In order to utilize the services provided under the Gas Transportation Tariff, automatic metering equipment is required. All costs related to telemetering and any other facilities constructed or installed to provide any Transportation Service will be charged to the Customer but will remain the property of Company. The Customer will be required to provide telephone or other interfaces agreed to by the Company and electric connections to the meter and provide access to the Company for maintaining and operating such equipment.
9. **Order of Deliveries for Billing Purposes:** At times the Company may be delivering gas to the Delivery Point under more than one service type. For Billing purposes, the order of deliveries on any gas day, as among the applicable Schedules, shall be 1) Customer-Owned Gas, adjusted for retention, 2) Firm Supply Standby Service, 3) Imbalance Volumes, if applicable.

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Issued: November 11, 2002  
Issued by: James J. Howard  
Vice President

Effective: November 25, 2002



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

First Revised Sheet No. WT-29  
 Cancels Original Issue Sheet No. WT-29

RATE DESIGNATION: General Terms and Conditions  
 CLASS OF SERVICE: Gas Transportation Tariffs

**10. Capacity Curtailment or Interruption:**

- (a) Transportation service is subject to the physical, operational, and contractual constraints of the Company's gas system, pertinent to the Delivery Point and the Receipt Point. If the Company is required to curtail or interrupt service due to Capacity constraints or system integrity conditions, such curtailment or interruption shall be in accordance with the terms set forth in Section 2 of the Gas Policies, Capacity Curtailment or Interruption.
- (b) On a "Critical Day" transportation customers will be restricted to Deliveries matching Receipts.

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**11. Request for Service:**

- (a) Requests for service under any Transportation Schedule must be made by filing with the Company the information required on the form entitled "Service Request Form" in the Company's effective Gas Transportation Tariff.
- (b) Transportation Service will be provided on a "first-come/first-served" basis.
- (c) A Request for Service will not be approved, and a first-come/first-served priority rating for service will not be determined and assigned, until all the information required by the Service Request Form has been delivered to the Company. The Company reserves the right to request additional information from any applicant, but requesting such information will not reduce the priority rating for service if the applicant has otherwise provided all of the information as required by this section.
- (d) Service under this tariff will begin on the first of the month following a date which is thirty (30) days after the Service Request Form, and all additional information has been received by the Company. The Company may, at its sole discretion, reduce the request for service requirements.

Issued: November 7, 2000  
 Issued by: James J. Howard  
 Vice President

Effective: December 15, 2000





MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-30  
 Cancels Sub Second Revised Sheet No. WT-30

RATE DESIGNATION: General Terms and Conditions  
 CLASS OF SERVICE: Gas Transportation Tariffs

## 12. Nominations

Nominations shall be the volume of gas the Customer wishes to transport on Company's distribution system for transportation service. Each Customer or assigned agent desiring to deliver gas into MidAmerican's system must submit a nomination to flow gas into the Company's distribution system. Nominations should be entered on the MidAmerican ONLINE Transportation (MOT) bulletin board. The MOT bulletin board will be available on a twenty-four (24) hour basis for use by all shippers and transporters upon request and at no charge. At shipper's request, the Company will accept fax nomination. The nominations must be delivered by fax to:

MidAmerican Gas Control  
 Phone: (800) 444-3123 or (712) 277-7943  
 FAX: (712) 277-7894

- (a) **Nomination Time Line:** The nomination to the Company will be due by 9:00 a.m. CCT coincident to the start of the gas day at 9:00 a.m. CCT. Nominations delivered via fax are due 2 hours before the start of the gas day.
- (b) **Confirmation:** The Company will begin verification of scheduled flow/confirmation upon receipt of nominations from the Customer. Company will confirm the lesser of 1) the confirmed pipeline volumes, or 2) the nomination into the Company's distribution system.
- (c) **Nomination Process:** All parties should support a seven-days-a-week, twenty-four-hours-a-day nomination process. Party contacts need not be at their ordinary work sites but should be available by telephone or pager.
- (d) **Daily:** Customers or their agent, shall notify the Company's representative by 9:00 a.m. CCT, by a mutually acceptable method, of a Daily Nomination or a desired change, if any, to its requested quantity of transportation gas for the gas Day commencing at 9:00 a.m. CCT or for following gas Days. Nomination of Delivery and Receipt Point shall be limited to those specified in the Service Request Form.
- (e) **Critical Day and/or OFO:** When curtailment / interruption / OFO is called, the Company shall attempt to notify the Customer by 3:30 p.m. CCT on the MOT bulletin board, prior to the beginning of the gas day, or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to Customer's Gas Transportation Service during the next gas Day commencing at 9:00 a.m. CCT. Such notification shall include all necessary information known at the time, such as Curtailment or Interruption conditions, allowable balancing adjustments, etc. The Company shall also notify the Customer once the curtailment / interruption conditions have changed. Similar to the provisions of the Late Nominations section below, the Company may allow for reduced Critical Day/OFO nomination requirements.



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Fifth Revised Sheet No. WT-31  
Cancels Fourth Revised Sheet No. WT-31

RATE DESIGNATION: General Terms and Conditions  
CLASS OF SERVICE: Gas Transportation Tariffs

- (f) **Firm Supply Standby Service:** Customer or its agent, shall notify the Company's representative at least by 4:00 p.m. CCT prior to the end of the gas day of its requested quantity of Firm Supply Standby service gas to be delivered by Company at the Delivery Point.
- (g) **Late Nominations:** The Company may, at its sole discretion, reduce the Nomination requirements outlined above in those situations where operationally the Company can accommodate a change in Nomination on less notice. Nominations shall be implemented only if they are confirmed by the interstate pipeline. For each Late Nomination, the Company will charge a Rescheduling Service fee of \$50 per Delivery Point. The charge will be imposed for each nomination change received and confirmed by the Company. In connection with the Company's annual PGA reconciliation, revenue arising from this service will be shared. Three-fifths will go to Company's sales customers and the remaining two-fifths will go to the Company. T
- (h) **MidAmerican ONLINE Transportation (MOT) Bulletin Board:** The MidAmerican ONLINE Transportation (MOT) bulletin board is a functional electronic bulletin board available on a 24-hour basis via the Internet. This system offers access to daily nominations, usage, balancing information, system notifications, weather, and other pertinent information. Customers electing the MOT bulletin board shall be required to submit nominations electronically. Customers who choose not to utilize the MOT bulletin board will not have access to this information without charge. T
- (i) **Operational Flow Order (OFO):** The Company may call an OFO on customers behind a specific pipeline, delivery zone, town border station; on a marketer, agent, group of customers, or specific customer. This OFO will result in requiring customers that the OFO was called on to balance gas volumes under either the Short or Long Critical Day provisions. The OFO will remain in effect until the operational condition requiring its issuance has been remedied. The type of OFO call and process the Company will use is as follows: T



MIDAMERICAN ENERGY COMPANY

Gas Tariff No. 1

Filed with the Iowa Utilities Board

First Revised Sheet No. WT-32

Cancels Original Issue Sheet No. WT-32

RATE DESIGNATION: General Terms and Conditions  
 CLASS OF SERVICE: Gas Transportation Tariffs

OFO call by pipeline, Delivery Zone, or Town Border Station (TBS). The Company will call a Short or Long Critical Day on a specific pipeline, delivery zone, or TBS for the following reasons:

1. When the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities.
2. When transmission system pressures or other unusual conditions jeopardize the operation of the Company's system.
3. When the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability.
4. When any of the Company's transporters or suppliers call the equivalent of a Critical Day.
5. When the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

OFO call by a marketer, agent, group of customers, or specific customer. The Company will call a Short or Long Critical Day on a marketer, agent, group of customers or specific customer when in the Company's judgment, the OFO is necessary to maintain or restore operational integrity when a marketer, agent, group of customers, or specific customer is significantly delivering long or short during periods of significant gas price changes.

- 13. Provisions Applicable to Third Party Suppliers:** If a Gas Transportation Customer wishes to utilize brokers, marketers, or other third party suppliers ("Third Party Suppliers") either as agents or as suppliers of gas into the Company's system, the Customer must notify the Company in writing of the Third Party Supplier that will be used in any particular gas month and whether the Third Party Supplier will be acting as agent for Customer for making nominations. If the Customer is using a Third Party Supplier, Customer agrees that as between Company and Customer, the Company shall be entitled to rely upon information concerning nominations and deliveries of natural gas on behalf of Customer provided by Third Party Supplier.

- 14. Failure to Comply:** If the Customer or assigned agent fails to comply with or perform any of the obligations on its part to be complied with or performed under a Schedule, 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 within five days 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 file a new request for service.

Issued: September 30, 1997

Issued by: Brent E. Gale

Vice President-Law and Regulatory Affairs

Effective: November 1, 1997



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-33  
 Cancels Sub Second Revised Sheet No. WT-33

RATE DESIGNATION: General Terms and Conditions  
 CLASS OF SERVICE: Gas Transportation Tariffs

15. **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 a Contract. No other assignment of a Contract 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 and under a Contract 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 a Contract and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of a Contract may occur.
16. **Laws, Regulations, and Orders:** All Contracts 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 Contract.
17. **Return to Sales Service:** Service is available under this tariff at the Customer's option. If a Customer subsequently seeks to purchase system gas, the Company shall grant such request only if, and to the extent that adequate system capacity, interstate transportation and supplies are available. A Customer receiving transportation service without Firm Supply Standby Service shall be required to pay a reconnection charge of \$250 prior to returning to the Company's system.
18. **Reference to Sales Tariff:** For all areas not addressed in this Gas Transportation Tariff, such as Billing for Service, the terms of the Gas Policies Section of the Company's tariff shall apply.
19. **Certification of Natural Gas Providers and Aggregators:** All competitive natural gas providers and aggregators (CNGPs) must comply with the Iowa Utilities Board certification requirements in order to provide competitive natural gas services to Iowa retail end users. Information on these requirements is available at the IUB website at <http://www.state.ia.us/government/com/util/cngp.htm>

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Issued: October 11, 2004  
 Issued by: James J. Howard  
 Vice President

Effective: November 11, 2004

Sub First Revised Sheet No. WT-34  
Cancels Original Issue Sheet No. WT-34

**20. Interruption of Service:** To ensure small volume natural gas end users, as defined in Section 19.14(1) of the Iowa Administrative Code, continued gas service when the end user's gas supply is interrupted due to supply failure, the end user shall be allowed to receive service under the rates as set forth in the Company's Firm Supply Standby Service Tariff until such time as the end user obtains an alternate source of gas supply. Revenues received from the sale of replacement gas will be credited to the Company's system purchased gas adjustment.

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Effective: October 15, 2003



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-35  
Cancels Original Issue Sheet No. WT-35

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Vice President

Effective: October 15, 2003



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-36  
Cancels Original Issue Sheet No. WT-36

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**RIDER 1 EXCESS FACILITIES**  
Applicable to All Transportation Service Rates

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Except as otherwise provided in the rate, the Company will furnish, as a normal installation, facilities adequate to supply service at a single point of delivery.

In the event facilities in excess of a normal installation are requested by the customer, or are found to be required to serve the customer's load, the Company shall furnish, install, and maintain such facilities, subject to the following conditions:

1. The type, extent, and location of such facilities shall be determined by agreement between the Company and the customer.
2. Such facilities furnished by the Company shall be the property of the Company.
3. The customer shall pay the Company at the time of installation the estimated cost of the excess facilities based on the Company's standard rental charges in effect at the time of installation of such facilities. In the event there is a change made in the facilities which requires a change in the rental payment, the rental charge for all facilities being furnished by the Company will be based on the charges in effect at that time.
4. In the event excess facilities furnished by the Company are different than customarily used rather than additional facilities, the cost or rental payment by the customer shall be the excess of the cost or rental for the facilities actually furnished over the cost or rental of normal facilities. In case the providing of excess facilities involves the furnishing, installing, and maintaining of facilities which may reasonably be used for other customers, the cost or rental payable by the customer shall be that portion of the total cost or rental which is reasonably assignable to the customer.

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Issued by: Brent E. Gale  
Vice President-Law and Regulatory Affairs

Effective: January 1, 1998



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
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First Revised Sheet No. WT-37  
Cancels Original Issue Sheet No. WT-37

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RATE DESIGNATION:  
CLASS OF SERVICE: Gas Transportation Tariffs

RESERVED FOR FUTURE USE

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Issued: November 25, 1997  
Issued by: Brent E. Gale  
Vice President-Law and Regulatory Affairs

Effective: January 1, 1998





MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Fourth Revised Sheet No. WT-38  
 Cancels Third Revised Sheet No. WT-38

RATE DESIGNATION: Rider No. 2 Pipeline Demand Rider (PDR)  
 CLASS OF SERVICE: Gas Transportation Tariffs

1. Applicable

Applicable to all transportation customers that contract for one of the Company's Gas Transportation services on or after July 1, 1994 that previously received sales service under the Company's Small (SVF), Medium (MVF), or Large (LVF) Firm sales service schedules. This rider shall commence with the implementation of transportation service. Company shall cease charging the PDR to customer at the earlier of 1) actual termination of Company's obligation to pay the interstate pipeline for the pipeline demand charges previously related to customer's requirements or 2) November 1 of the second calendar year of transportation service for customer. This rider will not allow the ST, MT or LT Customer the right to broker the use of the stranded capacity. Customer may give notification of switching to transportation in writing at least 12-months prior to commencement of transportation service in order to avoid PDR charges once the customer starts transporting.

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If a transportation customer subject to the PDR wants to take permanent assignment of the appropriate pipeline capacity at maximum pipeline rates instead of paying the otherwise applicable PDR, Company will assign such capacity in accordance with the relevant pipelines terms and conditions applicable to a prearranged permanent release of capacity. Additionally, any transition cost or pipeline demand costs related to the permanently released capacity will be the exclusive responsibility of the Customer taking assignment. Company, in its sole discretion, shall have the right to specify which firm maximum rate transportation entitlement contract will be released to Customer. Pipeline Transition Rider costs will continue to be collected under the provisions outlined in Rider No. 4.

2. Pipeline Demand Rider

The Pipeline Demand Rider (PDR) is the surcharge per therm of natural gas transported. The surcharge shall be equal to the non-commodity cost of gas excluding transition costs, which shall be collected under the Pipeline Transition Rider, reflected in the monthly Purchased Gas Adjustment filings for the appropriate pipeline.

3. Gas Reconciliation

The Company shall reflect the recovery of the PDR as a reduction to the sales customers cost of gas on a dollar for dollar basis in the Annual Purchased Gas Adjustment Reconciliation.

4. Billing

For Transport customers, the PDR will be added as a separate line on the bill.

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 Vice President

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Sub. 4<sup>th</sup> Revised Sheet No. WT-39  
Cancels 3<sup>rd</sup> Revised Sheet No. WT-39

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## WEEKEND SERVICE RIDER

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### DESCRIPTION:

A Pool Operator or Customer shall have the option to choose a Weekend Service ("WSR"). WSR provides each Pool Operator with its Forecasted Delivery Requirement concurrent with the Intercontinental Exchange trading schedule. This service allows Pool Operators to nominate and deliver the forecasted requirement provided to them in advance of non-trading days. WSR is available for a minimum twelve (12) month term.

The fee for this optional service shall be:

1. in addition to fees and charges described in the Monthly Metered Transportation Service tariff, and
2. applicable to all therms delivered to Customer Meters in the Pool Operator's or Customer's Pool.

All Rates

\$0.0034 per therm

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Issued: July 1, 2009  
Issued by: Naomi G. Czachura  
Vice President

Effective: August 1, 2009



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

First Revised Sheet No. WT-40  
Cancels Original Issue Sheet No. WT-40

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RATE DESIGNATION: Rider No. 4 Pipeline Transition Rider  
CLASS OF SERVICE: Gas Transportation Tariffs

1. Applicable

Applicable to all transportation customers that contract for one of the Company's Gas Transportation services on or after July 1, 1994 that previously received sales service under one of the Company's sales service schedules. This rider shall be in effect coincident with interstate pipeline transition cost recovery factors, commencing with the implementation of transportation service.

2. Pipeline Transition Rider

The Pipeline Transition Rider (PTR) shall be collected per therm of natural gas transported. The surcharge shall be equal to the charge assessed to the sales customers under the purchased gas adjustment clause for the applicable gas month.

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3. Gas Reconciliation

The Company shall reflect the recovery of the Transition Cost Recovery as a reduction to the sales customers cost of gas on a dollar for dollar basis in the Annual Purchased Gas Adjustment Reconciliation.

4. Billing

For Transport customers, the Transition Cost Recovery will be added as a separate line on the bill.



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-41  
 Cancels Second Revised Sheet No. WT-41

RATE DESIGNATION: Glossary of Terms  
 CLASS OF SERVICE: Gas Transportation Tariffs

1. **Balance** - The Customer's obligation to make Deliveries equal Receipts.
2. **Billing Period** - Shall mean the period beginning at 9:00 a.m. CCT, on the first day of a calendar month and ending at the same hour on the first day of the next succeeding calendar month, unless a different period of time is specified in the Service Request Form.
3. **CCT** - Central Clock Time. T
4. **Commodity Charge** - Amount based upon the quantity of gas transported. T
5. **Company** - MidAmerican. T
6. **Critical Day** - A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a port of the Company's system T
7. **Customer** - Shall mean any person, association, firm, public or private corporation, or any agency of the federal, state or local government or legal entity responsible by law for payment for gas service at a single location. T
8. **Day or Daily** - The gas Day is a 24 hour period beginning at 9:00 a.m. CCT, and ending at 9:00 a.m. CCT the following day. T
9. **Deliveries** - The Customer metered usage at the Delivery Point. T
10. **Delivery Point** - The location where the Company's gas distribution facilities are interconnected with the Customer's facilities and where the Customer and the Company have agreed that transportation gas received at the Receipt Point will be delivered by the Company to the Customer. T

Issued: November 7, 2000  
 Issued by: James J. Howard  
 Vice President

Effective: December 15, 2000



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Third Revised Sheet No. WT-42  
Cancels Second Revised Sheet No. WT-42

RATE DESIGNATION: Glossary of Terms  
CLASS OF SERVICE: Gas Transportation Tariffs

11. **Demand Charge** - Amount based upon the quantity of transportation space desired. T
12. **"Gas Daily"** - Industry publication giving daily gas price indices by interstate pipeline points. The indices used will be the "Midpoint" price of Gas delivered to the applicable interstate pipeline point(s), or other point(s) as specifically referenced, as published by Financial Times Energy in Gas Daily and referenced in the "Daily Price Survey" under the applicable heading for the reported "Flow Date(s)." If the "Midpoint" price is not published in Gas Daily for the applicable "Flow Date(s)," then the index shall be the "Midpoint" price for the most recently published "Flow Date(s)" preceding the "Flow Date(s)" on which the "Midpoint" price was not published. N  
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13. **Fuel** - Any charges levied or reduction in volumes delivered as a result of the movement of gas.
14. **Imbalances** - The difference between Receipts and Deliveries.
15. **Long Critical Day** - Shall mean a day when the Company anticipates that the level of demand on the system is expected to fall below a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its systems, or its customers.
16. **MMBtu, Dekatherm and Therm** - The term "MMBtu" shall mean 1,000,000 Btu's. One MMBtu is equal to one dekatherm (1 Dth) or 10 therms. One therm is equal to 100,000 Btu's. The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States. T
17. **Month, Monthly, Billing Period** - The period beginning on the first day of a calendar month and ending on the first day of the succeeding calendar month.
18. **Negative Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and a greater quantity of Deliveries.
19. **Nomination** - Quantity of gas the Company is requested to transport daily from the Receipt Point to the Delivery Point.



MIDAMERICAN ENERGY COMPANY  
 Gas Tariff No. 1  
 Filed with the Iowa Utilities Board

Second Revised Sheet No. WT-43  
 Cancels First Revised Sheet No. WT-43

RATE DESIGNATION: Glossary of Terms  
 CLASS OF SERVICE: Gas Transportation Tariffs

20. **Operational Flow Order (OFO)** - An order by the Company to transport customer, customers, or group customer, to make deliveries match usage. The stricter provisions of either a critical short or long day will apply to the customer.
21. **Positive Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and the lesser quantity of Deliveries.
22. **Receipts** - Shall mean the quantity of gas received by Company from the transporting pipeline on a daily basis for the account of Customer.
23. **Receipt Point** - The point at which the transporting interstate pipeline's facilities are interconnected with the Company's facilities. The Receipt Point must be at a location applicable to the Customer's historical purchases and the Delivery Point must be the historical purchase site. The Company has sole discretion in assigning a primary receipt point. If, in the sole discretion of the Company, the Company can, operationally and without hardship to its other customers, receive gas for the account of Customer at a point other than the town border station applicable to the Customer's historical purchases, the Receipt Point restriction may be waived by Company.
24. **Reservation Charge** - Amount based upon the quantity of service desired.
25. **Retention** - The percentage by which gas received at the Receipt Point is reduced in order to arrive at the quantity delivered at the Delivery Point. The in-kind calculation mechanism, as this is related to the nomination process, should be  $(1 - (\text{fuel}\% / 100))$  multiplied by receipt quantity = delivery quantity.
26. **Short Critical Day** - Shall mean a day when the Company anticipates that the level of demand on the system is expected to be greater than a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its system, or its customers.

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Issued: August 23, 2004  
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 Vice President

Effective: September 30, 2004



MIDAMERICAN ENERGY COMPANY  
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5<sup>th</sup> Revised Sheet No. WT-44  
Cancels 4<sup>th</sup> Revised Sheet No. WT-44

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Reserved for Future Use

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Vice President

Effective: September 1, 2009



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

5<sup>th</sup> Revised Sheet No. WT-45  
Cancels Fourth Revised Sheet No. WT-45

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Reserved for Future Use

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
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8<sup>th</sup> Revised Sheet No. WT-46  
Cancels 7<sup>th</sup> Revised Sheet No. WT-46

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Vice President

Effective: September 1, 2009



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

4<sup>th</sup> Revised Sheet No. WT-47  
Cancels Third Revised Sheet No. WT-47

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Reserved for Future Use

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Issued: July 10, 2009  
Issued by: Naomi G. Czachura  
Vice President

Effective: September 1, 2009

SURREBUTTAL SCHEDULE WSK-2



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

8<sup>th</sup> Revised Sheet No. WT-48  
Cancels 7<sup>th</sup> Revised Sheet No. WT-48

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SURREBUTTAL SCHEDULE WSK-2



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

8<sup>th</sup> Revised Sheet No. WT-49  
Cancels 7<sup>th</sup> Revised Sheet No. WT-49

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SURREBUTTAL SCHEDULE WSK-2



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
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4<sup>th</sup> Revised Sheet No. WT-50  
Cancels 3<sup>rd</sup> Revised Sheet No. WT-50

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Issue Sheet No. WT-51

DESIGNATION: Optional Intra-day Metering Service  
CLASS OF SERVICE: Gas Transportation Tariffs

**1. Applicability and Character of Service**

The customer or Agent shall have the option to choose intra-day metering service. The intra-day metering volume information is available to transportation Customers via posting on the Company's electronic bulletin board at times specified by the Company. Company makes no warranty, whether express, implied or otherwise, regarding the timeliness, quality or accuracy of the information provided to customer pursuant to this tariff.

**2. Availability**

This service is available to any gas transportation customer with facilities served by the Company who has Company installed, AC powered telemetry equipment in place to monitor daily usage. The customer or their Agent must notify the Company three (3) working days prior to receiving the hourly data on-line.

**3. Rates**

Monthly Charges:

Intra-day metering charge	\$10.00 per account per meter
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This charge will be applied to the invoice based on who elects the service. If the customer elects the service, the charge will be applied to the customer's monthly invoice. If the Agent elects the service, the charge will be applied to the monthly group invoice.

**4. Bill Payment Provision**

The rate is net. A late payment charge of 1.5 percent per month shall be added to the past-due amount if the bill is not paid by the due date.



MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

1<sup>st</sup> Revised Sheet No. WT-52  
Canceling Original Sheet No. WT-52

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MONTHLY METERED TRANSPORTATION SERVICE

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AVAILABILITY:

New Customers:

This Monthly Metered Transportation Service Tariff shall apply to natural gas purchased by an eligible Customer from a third party, Pool Operator, or Agent, delivered to Company's system by an interstate natural gas pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer Meter, when the Company and Customer have executed all necessary forms.

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APPLICABILITY:

This service is available to non-residential small volume customers whose usage does not exceed 2,000 therms per day.

Continuing Customer eligibility for service under this tariff will be reevaluated annually each April. Customers that do not meet the above requirement will be required to switch to a service for which they are eligible.

LIMITATION:

This service will be limited to 2,500 Customers.

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Issued by: Naomi G. Czachura  
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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-53

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## MONTHLY METERED TRANSPORTATION SERVICE

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### DEFINITIONS:

Except as added or amended below, the definitions of all terms used in this tariff shall be the same as used in other MidAmerican gas tariffs on file with the Board. To the extent that a provision of

- the General Terms and Conditions for Gas Transportation Service is inconsistent with these provisions, the provisions of these definitions shall be controlling and
  - the General Terms and Conditions for Gas Transportation Service is inconsistent with the General Terms and Conditions for Gas Service, the terms applicable to Gas Transportation Service shall be controlling.
1. **Administrative Fee:** Shall mean the monthly fee assessed to recover the cost to implement and operate the Monthly Metered Transportation Service.
  2. **Agent:** Shall mean an organization authorized by a Customer to act on the Customer's behalf.
  3. **Balancing Charges:** Shall mean the charges assessed for any volume variance between the Forecasted Delivery Requirement and the actual physical daily deliveries of natural gas for each Pool.
  4. **Board:** Shall mean the Iowa Utilities Board.
  5. **Cashout Daily or Daily Cashout:** Shall mean the process of reconciling and pricing the volume variance between the daily Pool Operator's Forecasted Delivery Requirement and the actual daily volume received by Company at the Receipt Point.
  6. **Cashout Monthly or Monthly Cashout:** Shall mean the process of reconciling and pricing the volume variance between a Pool Operator's actual monthly consumption and the total monthly forecasted requirement volume.

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Vice President

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Order in Docket No. TF-07-220 (SPU-04-1)





MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-54

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## MONTHLY METERED TRANSPORTATION SERVICE

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### DEFINITIONS (Cont.):

7. **Customer:** Shall mean any entity responsible by law for payment of gas service at a single Customer Meter pursuant to this tariff.
8. **Customer Meter:** Shall mean each Customer location where MidAmerican delivers and meters natural gas to a Customer and Customer consumes the gas.
9. **Distribution Service Charge:** Shall mean the dollar amount assessed to the Customer for use of the Company's gas distribution facilities.
10. **Electronic Bulletin Board:** Shall mean the MidAmerican Internet site used by the Company to communicate and exchange information with Customers, Pool Operators, and Agents.
11. **Forecasted Delivery Requirement:** Shall mean the volume in Dekatherms (Dth) determined by MidAmerican that the Pool Operator must deliver on a daily basis to specific interstate pipeline delivery points to meet the natural gas requirements of its Customers, inclusive of Retention volumes associated with distribution system losses.
12. **Gas Transportation or Gas Transportation Tariff:** Shall mean the terms and conditions of the Gas Transportation class of service applicable to the Customer under MidAmerican's tariff.
13. **Imbalance:** Shall mean the volumetric difference between the volume received at the Receipt Point and the Customer's usage.
14. **MidAmerican or Company:** Shall mean MidAmerican Energy Company.
15. **Month, Monthly, Billing Period:** Shall mean the period between the meter readings used for determining the Customer's usage and for calculating the Customer's bill for service.

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Vice President

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Per September 16, 2008 Board  
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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-55

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MONTHLY METERED TRANSPORTATION SERVICE

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DEFINITIONS (Cont.):

16. **Nomination:** Shall mean the quantity of gas delivered from the Receipt Point to the Customer Meter inclusive of Retention volumes.
17. **Pool:** Shall mean a group of customers with the same balancing provisions, on the same interstate pipeline, and in the same interstate pipeline operational zone who are served by the same Pool Operator and interstate pipeline.
18. **Pool Operator:** Shall mean the organization responsible to purchase and cause delivery of, adequate natural gas supplies and associated interstate pipeline transportation to the Receipt Point that is necessary to meet the Customer's Forecasted Delivery Requirements. An Agent may be a Pool Operator.
19. **Receipt Point:** Shall mean the location where the Company's gas distribution facilities serving each customer are interconnected with the interstate pipeline's facilities.
20. **Retention:** The percentage by which gas received at the Receipt Point is reduced to recover system losses and unaccounted for gas, resulting in the quantity of gas delivered at the Customer Meter.
21. **Sales Service:** Shall mean gas service by which the Customer purchases natural gas bundled with gas distribution service from the Company.
22. **Scheduling Fee:** Shall mean the monthly fee assessed to each Pool to recover the cost to schedule and balance for the Pool.
23. **Supplier:** Shall mean the entity under contract by the Customer, or the Agent, to deliver natural gas to the Company.
24. **Swing Service:** Shall mean the service MidAmerican provides to manage the daily volume variations between forecasted and actual usage.

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Vice President

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Per September 16, 2008 Board  
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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

1<sup>st</sup> Revised Sheet No. WT-56  
Canceling Original Sheet No. WT-56

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## MONTHLY METERED TRANSPORTATION SERVICE

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### APPLICATION FOR SERVICE:

1. Customers wanting to take service under this tariff will notify MidAmerican by submitting a completed application via the Company's web enrollment application found on the Company's Electronic Bulletin Board. Customer applications must normally be received thirty (30) days prior to the meter read date of the Customer's next monthly billing cycle. Incomplete or invalid applications will not be accepted by the Company.
2. Upon receipt of a completed application, the Company will determine eligibility for this service in the order applications are received from Customers or Agents.
3. The Company will enroll no more than 450 Customers per month into the program. Completed Customer applications will be processed in the order they are received. The Company will limit total enrollment in this service to 2,500 Customers.
4. Customers will begin this service on the meter read date of the Customer's next monthly billing cycle following the determination that the Customer is eligible to receive service under this tariff. A switching fee will be assessed in accordance with the "Switching" section of this tariff.

### MINIMUM TERM:

At the end of a minimum period of twelve (12) consecutive months and with thirty (30) days written notice prior to the meter read date of the Customer's next monthly bill cycle, a Customer may switch to Sales Service or Gas Transportation. Switching will be subject to the requirements in the "Switching" section of this tariff.

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Vice President

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-57

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## MONTHLY METERED TRANSPORTATION SERVICE

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### CONTRACTS AND AUTHORIZATIONS:

MidAmerican shall enter into a single contract with each Customer, or the Customer's Agent, for distribution service to all Customer Meters that are served under this tariff.

A Customer may designate a Pool Operator to act on the Customer's behalf for the purpose of nominations, balancing, and other Customer obligations under MidAmerican's Gas Tariffs.

Authorization by a Customer to allow an Agent or a Pool Operator to act on a Customer's behalf will require an Authorization and Release form be signed by the Customer and provided to the Company.

MidAmerican shall enter into a contract with a Customer or a Pool Operator on a Customer's behalf that addresses the obligations in respect to Nominations, Balancing Charges, Switching Fees, Cashout, Capacity Assignment, and applicable General Terms and Conditions of MidAmerican's Gas Transportation Tariff.

### METERING:

In lieu of installing daily metering and telemetry, MidAmerican will use a load profile to forecast the Customer's daily gas consumption at each Customer Meter. This Forecasted Delivery Requirement shall be used for both nominating and daily balancing purposes. MidAmerican, the Pool Operator, and the Customer agree to consider the Forecasted Delivery Requirement equivalent to the actual gas consumed on any given day.

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Vice President

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-58

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MONTHLY METERED TRANSPORTATION SERVICE

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CAPACITY RELEASE:

Initial Capacity Release:

For new Customers who did not give MidAmerican twelve (12) months notice of their intent to become transporters, the Pool Operator will acquire the applicable portion of MidAmerican's interstate pipeline capacity attributable to those customers through a pre-arranged capacity release. This pre-arranged release will be for the period of one year, and will be priced at MidAmerican's cost and under the terms and conditions of MidAmerican's applicable contracts. At the end of the one-year period, the pre-arranged release capacity will revert back to MidAmerican.

Optional Capacity Release:

At the time a new Customer has completed the requirements of the initial capacity release, the Customer will be allowed to make a one-time request for capacity released by MidAmerican and MidAmerican may release interstate pipeline transportation capacity to Pool Operators for each Customer enrolled in this service. The transportation capacity shall be used by Pool Operators solely for service to Monthly Metered Transportation customers. In the event primary interstate pipeline transportation delivery point capacity is not available, the Customer will not be able to take optional capacity release under this tariff.

MidAmerican will determine the volume of any capacity to be released for each Customer and this pre-arranged release will be priced at MidAmerican's cost and under the terms and conditions of MidAmerican's applicable contracts. Any applicable surcharges and fuel charges will be paid by the Pool Operator acquiring the capacity. These charges will be paid directly to the applicable interstate pipeline. The acquiring Pool Operator will be required to meet the creditworthiness criteria of MidAmerican and the applicable interstate pipeline.

The Pool Operator will be responsible for any incremental interstate pipeline transportation charges that may occur if any delivery point restrictions under MidAmerican's contracts with the interstate pipeline are violated. Applicable delivery point restriction(s) will be noted on the capacity release postings.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

1<sup>st</sup> Revised Sheet No. WT-59  
Canceling Original Sheet No. WT-59

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MONTHLY METERED TRANSPORTATION SERVICE

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CAPACITY RELEASE (Cont.):

The Company reserves the right to recall the capacity at any time when there is a change in the Customer's status, including but not limited to:

1. switching service, to Sales Service or daily metered Gas Transportation service,
2. changing Pool Operators,
3. changing location or volumes affecting capacity release, or
4. temporary or permanent closure of the Customer's facilities.

SWITCHING:

After the Customer has satisfied the requirements outlined in "Minimum Terms" section of this tariff, the Customer may switch to another service under MidAmerican's tariffs. The Customer will be subject to the applicable fees, charges and other terms and conditions of the new service and shall be required to pay a switching fee of \$20.68 per Customer Meter. R

A Customer may change Pool Operators effective with the Customer's May billing cycle by submitting the change on MidAmerican's web enrollment application, sixty (60) days before the switch shall be effective. A switching fee of \$20.68 per Customer Meter will be applied. R

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Vice President

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-60

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## MONTHLY METERED TRANSPORTATION SERVICE

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### POOL OPERATOR ELIGIBILITY:

Pool Operators must comply with any Board certification requirements and applicable laws and regulations in order to provide competitive natural gas services to Iowa retail end users.

Pool Operators must be authorized by the Company and execute a contract with the Company. Eligible Pool Operators will be posted on the Company's Electronic Bulletin Board.

### POOLS:

Pool Operators will be required to group Customers with the same balancing provisions, on the same interstate pipeline, and in the same interstate pipeline operational zone. MidAmerican will provide Forecasted Delivery Requirements for Customers in each Pool.

### NOMINATIONS:

MidAmerican will utilize historical billing information to model each Customer's load profile and calculate the Forecasted Delivery Requirement using such profile and forecasted weather. A Customer's Forecasted Delivery Requirement for a new facility will be based on the estimated usage provided by the Pool Operator at the time of enrollment and profiles of similar Customers.

The Forecasted Delivery Requirement will be aggregated by Pool. The Forecasted Delivery Requirement will normally be provided 23 hours before the gas day begins using the Company's Electronic Bulletin Board and will include Retention volumes.

The Pool Operator will nominate the Forecasted Delivery Requirement to the interstate pipeline and MidAmerican. If the Pool Operator does not deliver the Forecasted Delivery Requirement posted on Company's Electronic Bulletin Board on any particular day, then the greater of any applicable pro-rata share of interstate pipeline penalties or Balancing Charges outlined in this tariff, will be billed to the Pool Operator.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-61

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## MONTHLY METERED TRANSPORTATION SERVICE

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### NOMINATIONS (Cont.)

In the event the Customer's transportation is allocated or curtailed, affecting Company's ability to deliver gas to the Customer's delivery point, such allocation or curtailment of Customer's gas delivery volumes shall be likewise allocated or curtailed.

### SWING SERVICE:

A Swing Service fee will be collected from the Customer on all therms. MidAmerican reserves the right to recalculate the Swing Service fee annually.

### DAILY CASHOUT:

MidAmerican will bill the accumulated Daily Cashout to the Pool Operator on a monthly basis. See MidAmerican's current Gas Transportation Tariff, "Settlement of Imbalances." These volumes will be subject to the balancing charges shown in "Applicable Pool Operator Fees and Charges" section of this tariff.

### MONTHLY CASHOUT:

Cashout of the Monthly Imbalances for all of the Customer Meters will be settled monthly between MidAmerican and the Pool Operator.

Average index prices used for the Monthly Cashout shall be determined for each calendar month, using the quoted "Midpoint" gas price as appearing in Gas Daily. The Company will post the pricing index points to be used for the Monthly Cashout calculation for each interstate pipeline on the Company's Electronic Bulletin Board. Any changes in pricing index points will be posted on the Company's Electronic Bulletin Board and will be effective on the first day of the month following a minimum thirty (30) day advance posting.

The applicable average monthly index price for each pipeline will be used in the Monthly Cashout calculation for both the cumulative daily positive and negative imbalances at the Customer Meter.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-62

## MONTHLY METERED TRANSPORTATION SERVICE

### MONTHLY CASHOUT (Cont.):

The cumulative daily positive imbalances at a Customer Meter will be deemed to have been purchased by the Company at the applicable calendar average monthly index price plus applicable interstate pipeline transportation fees and Company Retention. Such price will be applied to each therm purchased by MidAmerican.

The cumulative daily negative imbalances at a Customer Meter will be deemed to have been sold by the Company at the applicable calendar average monthly index price plus applicable interstate pipeline transportation fees and Company Retention. Such price will be applied to each therm sold by MidAmerican.

### APPLICABLE CUSTOMER FEES AND CHARGES:

MidAmerican will calculate charges for each Customer Meter served under this tariff as follows:

#### Distribution Service Charges:

##### East System (Rate 70M):

Basic Service Charge per Customer Meter	\$10.00 per month
Distribution Charge:	
For the first 250 therms	\$0.14300 per therm
For the next 750 therms	\$0.09508 per therm
For all in excess of 1,000 therms	\$0.07120 per therm

##### West System (Rate STM – Small Transport):

Service Charge per Meter:	\$10.00 per month
Distribution Charge:	
For the first 250 therms	\$0.17993 per therm
For all in excess of 250 therms	\$0.09508 per therm

##### West System (Rate MTM – Medium Transport):

Service Charge per Meter:	\$55.00 per month
Distribution Charge:	
All therms	\$0.07120 per therm

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-63

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MONTHLY METERED TRANSPORTATION SERVICE

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APPLICABLE CUSTOMER FEES AND CHARGES (Cont.):

Clauses and Riders:

The above Distribution Service Charges are subject to applicable clauses and riders, which are currently:

1. Btu Adjustment Clause.
2. Gas Energy Efficiency Cost Recovery Rider.
3. Gas Tax Adjustment Clause.
4. Pipeline Transition Rider.

MidAmerican will read each meter and calculate Distribution Service Charges and applicable clauses and rider charges on the regular cycle billing schedule. Three billing options available for delivery of Customer Distribution Service Charges are:

1. Separate Billing to Pool Operator. With Customer approval and at the Pool Operator's request, MidAmerican will send a bill to the Pool Operator for each Customer Meter.
2. Summary Billing to Pool Operator. MidAmerican will send up to four (4) summary invoices each month to the Pool Operator summarizing the charges for each Customer. MidAmerican will select a billing cycle for each summary bill generated by MidAmerican.
3. Standard Billing. MidAmerican will send the monthly bill directly to the Customer.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

1<sup>st</sup> Revised Sheet No. WT-64  
Canceling Original Sheet No. WT-64

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MONTHLY METERED TRANSPORTATION SERVICE

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APPLICABLE CUSTOMER FEES AND CHARGES (Cont.):

Administrative Fee:

All Rates	\$14.53 per Meter per month	R
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The Administrative Fee will apply to both East and West systems and to all Customer Meters served under this tariff.

Swing Service Fee:

All Rates	\$0.0095 per therm	R
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The fee for Swing Service will be collected and the revenues will be credited to the monthly Cost of Purchased Gas Adjustment Clause.

APPLICABLE POOL OPERATOR FEES AND CHARGES:

<u>Scheduling Fee per Pool:</u>	\$ 130.54 per month	R
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A monthly scheduling fee will be charged to each Pool as payment for Company releasing capacity, confirming, and scheduling the Forecasted Delivery Requirement.

Daily Cashout Charges:

The Pool Operator will be charged monthly for the accumulated daily imbalances as outlined in the "Daily Cashout" section of this tariff. Resulting revenues or costs will be included in the monthly Cost of Purchased Gas Adjustment Clause.

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

Original Sheet No. WT-65

## MONTHLY METERED TRANSPORTATION SERVICE

### APPLICABLE POOL OPERATOR FEES AND CHARGES (Cont.):

#### Balancing Charges:

The Pool Operator will be charged monthly the greater of any applicable pro-rata share of pipeline penalties or the Balancing Charges listed below based on the Daily Cashout volumes.

	<u>Normal Period</u>	<u>Critical Period or Operational Flow Order Period</u>
Charge for Over Deliveries	\$0.50 per therm	\$1.00 per therm
Charge for Under Deliveries	\$0.50 per therm	*

- \* The greater of \$3.00 per therm or three times the higher of Chicago city-gates, or Northern, Ventura (plus applicable transportation fees) "Midpoint" Index prices as reported in *Gas Daily* publication.

The resulting revenues will be credited to the monthly Cost of Purchased Gas Adjustment Clause.

#### Monthly Cashout Charges:

The Pool Operator will be charged monthly for imbalances as outlined in the "Monthly Cashout" sections of this tariff. Resulting revenues or costs will be included in the monthly Cost of Purchased Gas Adjustment Clause.

#### Capacity Release:

The Pool Operator will be responsible for the costs associated with interstate pipeline transportation capacity released by MidAmerican for Customers enrolled in the Pool Operator's pool as outlined in the "Capacity Release" section of this tariff. Resulting revenues will be included in the monthly Cost of Purchased Gas Adjustment Clause.

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Vice President

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MIDAMERICAN ENERGY COMPANY  
Gas Tariff No. 1  
Filed with the Iowa Utilities Board

1<sup>st</sup> Revised Sheet No. WT-66  
Canceling Original Sheet No. WT-66

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MONTHLY METERED TRANSPORTATION SERVICE

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ANNUAL RECONCILIATION:

Annually, MidAmerican will true-up the Swing Service, Switching, Scheduling and Administrative fees collected from Monthly Metered Transportation Service Customers during the prior year with the actual costs incurred to provide those services under this tariff. Over or under collections will be returned to, or collected from, Monthly Metered Transportation Service Customers during the subsequent annual period.

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Issued: September 14, 2009  
Issued by: Naomi G. Czachura  
Vice President

Effective: October 15, 2009

## MidAmerican Energy Company - Iowa Service Request Form

This form shall constitute the Customer's Agreement to the terms of the Gas Transportation Tariff, which is attached. The Company shall have the right, to file for, and seek approval by the Iowa Utilities Board of, changes in rates, charges or other tariff provisions applicable to service hereunder and to place such changes in effect in accordance with applicable law; and this Agreement shall be deemed to have been amended to include such changes and any other changes which become effective by operation of law or by order of any governmental body with jurisdiction.

This agreement shall become effective as of \_\_\_\_\_, and shall be in effect for a primary term of \_\_\_\_\_ year(s) from such date, and from year to year thereafter, unless and until terminated by either party upon six (6) months' written notice.

**Customer Name:** \_\_\_\_\_

**Customer Number:** \_\_\_\_\_

**Customer Address - Physical:** \_\_\_\_\_

**Customer Address - Notices:** \_\_\_\_\_

**Customer Address - Invoices:** \_\_\_\_\_

**Customer Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Receipt Point (MEC TBS):** \_\_\_\_\_

**Delivery Point:** \_\_\_\_\_

**Number of Meters:** \_\_\_\_\_

	Type of Service	Service Quantity (MMBtu/D)	Firm Transp (MMBtu/D)	Daily Balancing (MMBtu/D)	Firm Supply (MMBtu/D)	Peaking Supply (MMBtu/D)
Large (LT)	_____	_____	_____	_____	_____	_____
Medium (MT)	_____	_____	_____	_____	_____	_____
Small (ST)	_____	_____	_____	_____	_____	_____
Months			_____			_____

**MidAmerican Energy Company - Iowa  
Service Request Form**

**Pricing:**

From time to time, Customer and Company shall negotiate a rate and term of transportation which shall be by purchase nomination order in the form which is attached as Exhibit A and incorporated by reference in this Agreement.

**Service Qualifications:**

The Company shall notify Customers who have elected Gas Transportation Service of the risks of transportation reasonably known at the time the Customer begins transporting gas. The Customer hereby understands it may be subject to risks which include, but may not be limited to, the following:

- 1) The Company may not have firm or interruptible gas sales service available if the Customer seeks to purchase gas from the Company; and,
- 2) The Customer may be subject to pipeline penalties assessed to the Company which are caused by the Customer consuming the Company's gas with no authority to do so; and,
- 3) If the Customer elects to discontinue transporting gas and if the Company is able to secure a source of gas supply and transportation for the Customer, the cost of such gas and transportation may exceed the cost of gas being purchased by the Company's other Customers.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Request Form as of the day and year set forth below.

Company  
MidAmerican Energy Company

Customer  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MIDAMERICAN ENERGY COMPANY**  
**REQUEST FOR TELEMETERING SERVICE**

In order to provide gas transportation service under the terms of the Gas Transportation Tariff a customer must have telemetry equipment installed. According to the terms of the tariff, the customer will be billed for all costs relating to the installation of the required telemetry equipment. This charge will be considered a non-refundable contribution in aid of construction. MidAmerican will retain ownership of the equipment and be responsible for maintenance. The charges will include an income tax gross-up of the contribution amount, where appropriate.

The labor and equipment charged to the customer will include but not be limited to the following:

- 1) Cost of the telemetering hardware
- 2) Hardware necessary to retrofit existing meter (electrocorrector installation)
- 3) Labor required to modify meter
- 4) Labor required to install telemetering equipment
- 5) Marketing labor

These costs will be billed as an additional item on the monthly transportation billing. If you would like MidAmerican to bill your gas supplier for these charges, please enter the supplier's information below. You, as the customer of MidAmerican, will have responsibility for these charges should payment not be received by MidAmerican from the supplier designated.

Gas Supplier to be billed: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

Please identify on the attached page the type of telemetering equipment you request to be installed at each metering point for your facility. Also attached for your information is a summary of estimated meter costs.

Return this executed Request for Telemetering Service to:

MidAmerican Energy Company  
Attn: Marketing  
P.O. Box 778  
Sioux City, IA 51102  
Phone (712) 277-7443  
Fax (712) 252-7386

Agreed to by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_



**MIDAMERICAN ENERGY COMPANY**  
**Attachment to Request for Telemetry Service**

**METER INFORMATION**

Please note the current meter numbers for meters which require telemetry equipment.

Current Meter Number \_\_\_\_\_  
 Telemetry Type \_\_\_\_\_

Current Meter Number \_\_\_\_\_  
 Telemetry Type \_\_\_\_\_

Current Meter Number \_\_\_\_\_  
 Telemetry Type \_\_\_\_\_

Current Meter Number \_\_\_\_\_  
 Telemetry Type \_\_\_\_\_

Current Meter Number \_\_\_\_\_  
 Telemetry Type \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ESTIMATED TELEMETER INSTALLATION COSTS\*\***

These pricing estimates are provided for a generic meter installation and include the tax gross-up. Time and materials are included in the estimates. An individual customer may see telemetry costs which vary significantly from the estimated prices listed below. Some of the additional equipment costs that may be necessary depending on the current meter type are also estimated below.

Metretek CPA meter (2 input, no pulse output)	\$1,000 to \$1,300
Metretek SIP2 meter (2 inputs w/pulse output card)	\$2,500 to \$2,800
Metretek SIP4 meter (4 inputs w/pulse output card)	\$2,700 to \$3,000

**ESTIMATE ADDITIONAL EQUIPMENT COSTS\*\***

Electro-corrector	\$2,500 to \$3,200
Hazardous area enclosure	\$300 to \$500

\*\* (States without the tax gross-up need to divide the above amounts by 1.4)

**MIDAMERICAN ENERGY COMPANY - IOWA**  
**TRANSPORTATION SERVICE DESIGNATION**

This form shall designate the responsibility of the various parties in the delivery of transportation service. The information listed shall be assumed to be correct until a revised form is received by MidAmerican.

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

Customer Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Customer Address-Gas Delivery Point: \_\_\_\_\_

Meter Number(s): \_\_\_\_\_

Effective Date (first of month): \_\_\_\_\_

Gas Supplier: \_\_\_\_\_

Gas Supplier Contact Name: \_\_\_\_\_

**Nominations:**

The nominations for the delivery point(s) listed above will be made by the party designated below.

\_\_\_\_\_ Customer Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Supplier Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Usage Information:**

The usage information for the delivery point(s) listed above will be sent to the party designated below.

\_\_\_\_\_ Customer Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Supplier Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Billing:**

The transportation billing for the delivery point(s) listed above will be sent to the party designated below. The customer shall be responsible for the amount billed regardless of the party designated.

\_\_\_\_\_ Customer (will be sent to address listed on agreement)

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

The Customer is responsible for notifying MidAmerican of changes to the above information 3 work days prior to the beginning of the month that the changes are to take effect.

**Please return this document via fax to: Marketing (712)252-7386**

Signature: \_\_\_\_\_

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

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

**AGREEMENT****MIDAMERICAN ENERGY COMPANY - IOWA  
IOWA SCHOOLS GAS PILOT PROJECT**

Subject to the terms and conditions of the Iowa Schools Gas Pilot Project ("Pilot No. 2"), which is attached hereto and incorporated herein, this Agreement shall constitute Customer's agreement to the terms of MidAmerican Energy Company's ("Company") Natural Gas Transportation Tariff, on file with the Iowa Utilities Board, as amended from time to time. To the extent there is any conflict between the terms and conditions of Pilot No. 2 and Company's tariffs, the terms and conditions of Pilot No. 2 shall control. The Company shall have the right to file for, and seek approval by the Iowa Utilities Board of, changes in rates, charges or other tariff provisions applicable to service hereunder and to place such changes in effect in accordance with applicable law and regulation. This Agreement shall be deemed to have been amended to include such changes and any other changes which become effective by operation of law or by order of any governmental body with jurisdiction over this Agreement.

This Agreement shall replace all previous transportation agreements and become effective as of \_\_\_\_\_ and shall continue in effect month to month thereafter, unless terminated by either party upon thirty (30) days' written notice. Customer understands that Pilot No. 2 is a pilot project designed to test the applicability and appropriateness of certain principles related to Small Volume Gas Transportation as a test project, Customer affirmatively acknowledges and agrees that MidAmerican, upon termination of this Agreement or Pilot No. 2, may unilaterally modify, in whole or in part, the terms and conditions upon which Small Volume Gas Transportation is offered on MidAmerican's system.

Customer Name: \_\_\_\_\_  
 Customer Account Number: See attached Exhibit A  
 Customer Address - Physical: See attached Exhibit A  
 Customer Address - Notices: \_\_\_\_\_  
 Customer Address - Invoices: \_\_\_\_\_  
 Customer Contact: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Receipt Point (MEC TBS): See attached Exhibit A  
 Type of Service: See attached Exhibit A  
 Delivery Point Meter Number(s): See Attached Exhibit A

Pool Operator: \_\_\_\_\_  
 Pool Operator Contact Name: \_\_\_\_\_  
 Pool Operator Phone: \_\_\_\_\_ Pool Operator Fax: \_\_\_\_\_

**Customer Notice Of Risk:**

The Company shall notify Customers who have elected Gas Transportation Service of the risks of transportation reasonably known at the time the Customer begins transporting gas. The Customer hereby understands it may be subject to risks which include, but may not be limited to, the following:

- 1) The Company may not have firm or interruptible gas sales service available if the Customer seeks to purchase gas from the Company; and,
- 2) The Customer may be subject to pipeline penalties assessed to the Company which are caused by the Customer consuming the Company's gas with no authority to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Request Form as of the day and year set forth below.

<b>Company</b>		<b>Customer</b>	
	MidAmerican Energy Company		
<b>By:</b>	_____	<b>By:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

AFFIDAVIT OF W. SCOTT KEITH

STATE OF MISSOURI )  
 ) ss  
COUNTY OF JASPER )

On the 29th day of December, 2009, before me appeared W. Scott Keith, to me personally known, who, being by me first duly sworn, states that he is the Director of Planning and Regulatory of The Empire District Electric Company and acknowledges that he has read the above and foregoing document and believes that the statements therein are true and correct to the best of his information, knowledge and belief.

W. Scott Keith  
W. Scott Keith

Subscribed and sworn to before me this 29th day of December, 2009.

Vicki L. Kramer-Gibson  
Notary Public

My commission expires: 10-30-2010

