

Westgas Interstate, Inc.: First Revised Volume No. 1  
Title Page : Effective

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1  
(Supersedes Original Volume No. 1)  
of  
WESTGAS INTERSTATE INC.

Filed With The  
FEDERAL ENERGY REGULATORY COMMISSION

Communications Regarding This Tariff Should Be Addressed To:

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PRELIMINARY STATEMENT

WestGas InterState, Inc. is a natural gas pipeline company principally engaged in the business of transporting natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its pipeline system extends from its southern terminus, where it interconnects with the high pressure intrastate transmission system of Public Service Company of Colorado at the discharge side of the Chalk Bluffs Compressor Station in Weld County, Colorado, to its northern terminus at the Paraffin Meadows meter station at the interconnection with the distribution system of Cheyenne Light, Fuel and Power Company in Laramie County, Wyoming.

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SYSTEM MAP

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**Original Sheet No. 4** Original Sheet No. 4 : Effective

Sheet No. 4 is reserved for future use



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**Eleventh Revised Sheet No. 5** Eleventh Revised Sheet No. 5  
Superseding: Tenth Revised Sheet No. 5

RATES

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Rate Schedule FT	Minimum (\$/Dth)	Maximum (\$/Dth)
Reservation Charge	\$0.0000	\$1.1272
Commodity Charge	\$0.0000	\$0.0000
Annual Charge Adjustment	\$0.0019	\$0.0019
Rate Schedule IT		
Commodity Charge	\$0.0000	\$0.0371
Annual Charge Adjustment	\$0.0019	\$0.0019

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INDEX OF SHIPPERS  
For Firm Transportation Service Under Rate Schedule FT

Name of Shipper -----	Contract Number -----	Contract Demand -----	Contract Date -----	Term. Date -----
Cheyenne, Light Fuel and Power Co.	175811	1143 (a) 3429 (b)	10/1/93	evergreen
Frontier Oil and Refining Co.	175812	2000	10/1/93	evergreen
Associated Intrastate Pipeline Co.	175813	4000	9/1/94	evergreen

Notes:

- (a) Quantity applicable to summer season only (April through September).
- (b) Quantity applicable to winter season only (October through March).

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RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for firm transportation service on behalf of any person (Shipper) for service from any receipt point to any delivery point on the system in accordance with 18 C.F.R. Part 284. WestGas InterState, Inc. (Transporter) shall provide service on a first-come, first-served basis to a Shipper; provided:

- (a) Transporter has available pipeline system capacity to render the firm service requested;
- (b) Except for minor incidental facilities, Transporter is not required to construct or acquire any additional facilities to provide the desired transportation service; and
- (c) Shipper has executed a transportation service agreement for a term of no less than one year with Transporter in substantially the same form as set forth on Sheet No. 95, et seq., of this First Revised Volume No. 1.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 FIRM SERVICE. The transportation service provided under this rate schedule:

- (a) Shall be firm service performed pursuant to 18 C.F.R. Part 284;
- (b) Shall apply to all gas transported by Transporter for Shipper under this rate schedule up to the contract demand (CD) as defined in 1.3 of the General Terms and Conditions and specified in the transportation service agreement;

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**Original Sheet No. 11-A** Original Sheet No. 11-A : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

(iii) If the effective date of any Rate Schedule FT transportation service agreement occurs on any day other than the first day of a month, or the termination of any Rate Schedule FT transportation service occurs on any day other than the last day of a month, then the CD used in the calculation of the reservation charge for such partial months shall be based on the ratio of the number of days that transportation service was in effect to the total number of days in such month.

(b) COMMODITY CHARGE. Shipper shall pay the appropriate commodity charge for all gas received by Transporter for transportation. The commodity charge shall be set forth in the transportation service agreement or any amendment and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(c) OVERRUN CHARGES. Shipper shall pay all overrun charges that may be assessed in accordance with this Rate Schedule and Transporter's Statement of Rates for all authorized or unauthorized transportation service provided by Transporter.

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**Original Sheet No. 12** Original Sheet No. 12 : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

(d) ADDITIONAL FACILITY CHARGE. If additional facilities are required to initiate or provide incremental service for Shipper under this rate schedule, Transporter may elect to install such facilities upon request by Shipper. Shipper shall make full payment for all additional facilities necessary to render service, including the income tax consequences of such payment, unless otherwise provided in the transportation service agreement. Shipper shall acquire no ownership interest in any such facilities.

(e) ANNUAL CHARGE ADJUSTMENT. The Annual Charge Adjustment set forth in the Statement of Rates shall apply to all quantities of gas transported for Shipper under this rate schedule, including those transported pursuant to 2.2 of this rate schedule.

(f) An additional charge may be assessed in accordance with 8 of the General Terms and Conditions.

3.2. RATE CHANGES.

(a) Transporter may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Transporter shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Transporter to provide for changes in rates through the terms of the transportation service agreement.

(b) Any change in a rate applicable to service provided to Shipper under this rate schedule shall not be deemed as modifying or otherwise changing Shipper's priorities under 9 of the General Terms and Conditions.

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**First Revised Sheet No. 13** First Revised Sheet No. 13 : Effective  
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RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

3.3 FLEXIBLE RATES.

Subject to the terms of the Transportation Service Agreement, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to any individual shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on Sheet No. 5 of this FERC Gas Tariff, First Revised Volume No. 1. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the stated term specified in Exhibit B of the Service Agreement, the rate for Transportation Service shall revert to the maximum allowable rate under this Rate Schedule.

Transporter shall provide Shipper five days' notice of any interruption in order to permit Shipper to make the election available under 2.4(d) of the General Terms and Conditions. Such notice shall state the discounted rates being paid by other shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported.

4. REGULATORY FEES

Shipper shall reimburse Transporter for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Fees excluded from reimbursement shall be those regulatory fees generally applicable to all shippers which are already in the pipeline's rates in NGA section 4 proceedings. Transporter will issue its statement to Shipper setting forth the fees paid by Transporter to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment following receipt of Transporter's statement.



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RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

5. RECEIPT AND DELIVERY

The receipt points for all gas tendered by Shipper to Transporter and the delivery points for gas delivered by Transporter to Shipper shall be at the interconnections of the facilities of Transporter and Shipper or at such other points designated from time to time in the transportation service agreement. Mutual agreement to amend the transportation service agreement to add or delete receipt points shall not affect Shipper's priority of service available under 9 of the General Terms and Conditions.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this First Revised Volume No. 1, are applicable to this rate schedule and are incorporated by reference.

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**Original Sheet No. 15-19** Original Sheet No. 15-19 : Effective

Sheet Nos. 15 - 19 are Reserved for Future Use

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**First Revised Sheet No. 20** First Revised Sheet No. 20 : Effective  
Superseding: Original Sheet No. 20

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for interruptible transportation service on behalf of any person (Shipper) for service from any receipt point to any delivery point or on the system in accordance with 18 C.F.R. Part 284. WestGas InterState, Inc. (Transporter) shall provide service on a first come, first served basis provided:

- (a) Transporter has the capability to provide such service consistent with its other obligations under First Revised Volume No. 1 of its FERC Gas Tariff;
- (b) Except for minor incidental facilities, Transporter is not required to construct or acquire any additional facilities to provide the desired transportation service; and,
- (c) Shipper has executed a transportation service agreement with Transporter substantially the same as set forth on Sheet No. 105, et seq., of this First Revised Volume No. 1.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 INTERRUPTIBLE SERVICE. The transportation service provided under this rate schedule:

- (a) Shall be interruptible service performed pursuant to 18 C.F.R. Part 284;
- (b) Shall apply to all gas transported by Transporter for Shipper under this rate schedule up to the daily volume as defined in 1.5 of the General Terms and Conditions and specified in the transportation service agreement;
- (c) Shall be subject to interruption as provided in 9 of the General Terms and Conditions; and
- (d) Shall be provided on a first-come, first-served basis, with availability determined by 7, 9, and 15 of the General Terms and Conditions.

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**Original Sheet No. 21** Original Sheet No. 21 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

2.2 AUTHORIZED OVERRUN SERVICE. Upon request of Shipper, Transporter may elect to receive, transport, and deliver volumes of gas in excess of Shipper's CD. Such service (a) shall be available only to the extent it does not impair Transporter's ability to render service under any other rate schedule (including service up to the total contracted CD on this rate schedule), (b) is interruptible, and (c) is subject to the authorized overrun charge.

3. RATE PROVISIONS

3.1 SPECIFIED CHARGES. All charges for transportation service under this rate schedule shall be as set forth in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) COMMODITY CHARGE. Shipper shall pay the appropriate commodity charge for all gas received by Transporter for transportation. The commodity charge shall be set forth in the transportation service agreement or any amendment, and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(b) UNAUTHORIZED OVERRUN. Shipper shall pay the unauthorized overrun rate set forth on Transporter's Statement of Rates for all gas transported that has not been authorized by Transporter.

(c) ADDITIONAL FACILITY CHARGE. If additional facilities are required to initiate or provide incremental service for Shipper under this rate schedule, Transporter may elect to install such facilities upon request by Shipper. Shipper shall make full payment for such additional facilities, including the income tax consequences associated with such payment, unless otherwise provided in the transportation service agreement. Shipper shall acquire no ownership interest in any such facilities.

(d) ANNUAL CHARGE ADJUSTMENT. The Annual Charge Adjustment set forth in the Statement of Rates shall apply to all quantities of gas transported for Shipper under this rate schedule.

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**Original Sheet No. 22** Original Sheet No. 22 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

(e) An additional charge may be assessed in accordance with 8 of the General Terms and Conditions.

3.2 RATE CHANGES.

(a) Transporter may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Transporter shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Transporter to provide for lawful changes in rates through the terms of the transportation service agreement.

(b) Any change in a rate applicable to service provided to Shipper under this rate schedule shall not be deemed as modifying or otherwise changing Shipper's priorities under 9 of the General Terms and Conditions.

3.3 FLEXIBLE RATES. Subject to the terms of the Transportation Service Agreement, Transporter reserves the right to prescribe and/or to adjust at anytime any of the rates applicable to any individual shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on Sheet No. 5 of the FERC Gas Tariff, First Revised Volume No. 1. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in Exhibit B of the Service Agreement, the rate for Transportation Service shall revert to the maximum allowable rate under this Rate Schedule.

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RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

Transporter shall provide Shipper five days' notice of any interruption in order to permit Shipper to make the election available under 2.4(d) of the General Terms and Conditions. Such notice shall state the discounted rates being paid by other Shippers, the quantities being transported at such rates and the estimate reduced quantities of gas that can be transported for Shipper.

4. REGULATORY FEES

Shipper shall reimburse Transporter for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Fees excluded from reimbursement shall be those regulatory fees generally applicable to all shippers which have already been included in rates in NGA section 4 proceedings. Transporter will issue its statement to Shipper setting forth the fees paid by Transporter to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of Transporter's statement.

5. RECEIPT AND DELIVERY

The receipt points for all gas tendered by Shipper to Transporter and the delivery points for gas delivered by Transporter to Shipper shall be at the interconnections of the facilities of Transporter and Shipper or at such other points designated from time to time in the transportation service agreement. Mutual agreement to amend the transportation service agreement to add or delete receipt points shall not affect Shipper's priority of service available under 9 of the General Terms and Conditions.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Volume No. 1, are applicable to this rate schedule and are incorporated by reference.

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**Original Sheet No. 24-28** Original Sheet No. 24-28 : Effective

Sheet Nos. 24-28 are reserved for future use.

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**Fourth Revised Sheet No. 29** Fourth Revised Sheet No. 29 : Effective  
Superseding: Third Revised Sheet No. 29

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Btu" means one British thermal unit, which is the amount of heat required to raise the temperature of one pound of water one degree from 59 degrees to 60 degrees Fahrenheit. "MMBtu" means one million Btu's. The standard Btu is the International Btu, which is also called the Btu(IT). For reporting purposes, BTU conversion factors should be reported to not less than 3 decimal places and Pressure Base conversion factors should be reported to not less than 6 decimal places. For calculation purposes, not less than 6 decimal places should be used for both conversion factors.

1.2 "Cubic foot" means the volume of gas which would occupy a space of one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

1.3 "Contract demand" means the volume of gas set forth from time to time on Exhibit A of the transportation service agreement under Rate Schedule FT.

1.4 "Gas Day." Standard time for the gas day should be 9 a.m. to 9 a.m. (central clock time).

1.5 "Daily volume" means the volume of gas set forth from time to time on Exhibit A of the transportation service agreement under Rate Schedule IT.

1.6 "Delivery point" means a point where Transporter delivers gas to or for the account of Shipper after transportation.

1.7 "Dekatherm" or "Dth" means the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One dekatherm of gas means the quantity of gas which contains one dekatherm of heat energy, and will be reported on a dry MMBtu (or Dth) basis. As used in this tariff, related service agreements, statements and invoices, MMBtu and Dth are considered synonymous. The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, gigajoules per gas day in Canada and gigacalories (Gcs) in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the



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Superseding: First Revised Sheet No. 29A

GENERAL TERMS AND CONDITIONS  
(Continued)

standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is .251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is called the Btu(IT); the standard joule is the joule specified in the SI system of units.\*

1.8 "Equivalent volumes" means the sum of the volumes of gas measured in dekatherms received by Transporter for the account of Shipper at the points of receipt during any given period of time, (a) reduced by (i) Shipper's pro rata share of fuel gas and the unaccounted-for gas resulting from the operations of Transporter during the same period of time and (ii) any gas vented during the same period of time, (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of five pounds per million cubic feet of gas. The volumes of gas delivered at the point of delivery after transportation shall be the thermal equivalent of the volumes of gas received at the point of receipt for transportation, after reduction, correction and adjustment as provided above.

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\*- The International Btu is specified for use in gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 Gigajoules per Dekatherm.

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**First Revised Sheet No. 30** First Revised Sheet No. 30 : Effective

Superseding: Original Sheet No. 30

GENERAL TERMS AND CONDITIONS  
(Continued)

1.9 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

1.10 "Force Majeure" shall include without limitation by this recital, acts of God including fires, explosions, earthquakes, or volcanic eruptions, storms, floods, extreme cold, freezing, washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; acts of a public enemy; wars; civil disturbances; strikes, lockouts or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities, breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary for safe operation by the testing party); inability of either party to obtain necessary materials supplies, permits, or labor to perform or comply with any obligation or condition of this tariff; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

1.11 "Gas" means combustible hydrocarbon gas.

1.12 "Gross heating value" means the number of British thermal units produced by the combustion at a constant pressure, of the amount of gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and under a pressure equivalent to that of 30.0 inches of mercury at 32 Fahrenheit and under standard gravitational force (acceleration of 980.665 cm/sec<sup>2</sup>) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air and when the water vapor formed by combustion is condensed to the liquid state.

1.13 "Inert substances" means noncombustible substances contained in the gas, including but not limited to helium, carbon dioxide and nitrogen.

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**Second Revised Sheet No. 31** Second Revised Sheet No. 31 : Effective  
Superseding: Substitute First Revised Sheet No. 31

GENERAL TERMS AND CONDITIONS  
(Continued)

1.14 "Interruption" means reducing, suspending or discontinuing either the receipt or delivery of gas.

1.15 "Letter of Intent" means a non-binding stipulation which usually refers to the reservation of capacity prior to its availability.

1.16 "Mcf" means 1,000 cubic feet of gas. "Mmcf" means 1,000,000 cubic feet of gas.

1.17 "Precedent agreement" means an agreement entered into between Shipper and Transporter prior to the open season set forth in 2.1 to these General Terms and Conditions with a Letter of Intent submitted by Shipper.

1.18 "Month" means the period beginning at 9:00 a.m. Central Clock Time on the first day of any calendar month and ending at 9:00 a.m. Central Clock Time on the first day of next succeeding calendar month.

1.19 "Overrun gas" means those volumes of gas tendered for transportation by Shipper on any day in excess of the currently effective contract demand or daily volume. "Authorized Overrun" means the volume of gas authorized by Transporter in excess of the contract demand or daily volume specified in the applicable transportation service agreement. "Unauthorized overrun gas" shall mean overrun gas not accepted by Transporter for transportation.

1.20 "Prospective Firm Shipper" shall mean an entity that has submitted a request for new or additional firm Transportation service.

1.21 "Receipt point" means a point where Transporter receives gas from or for the account of Shipper for transportation on the system.

1.22 "Request for Service" means a written request for service submitted by any party under 15 of the General Terms and Conditions.

1.23 "Shipper" means any party who (a) is receiving service in accordance with an effective rate schedule under First Revised Volume Nos. 1, (b) has executed a service agreement under any rate schedule, or (c) has completed a request for service under Rate Schedules FT or IT.

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**First Revised Sheet No. 32** First Revised Sheet No. 32 : Effective  
Superseding: Original Sheet No. 32

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(Continued)

1.24 "System" shall mean the pipeline and any compression and related facilities owned by Transporter.

1.25 "Transporter" means WestGas InterState, Inc., a corporation under the laws of the state of Colorado.

1.26 "Unaccounted-for gas" means that quantity of gas which is the difference between the sum of all input volumes of gas to the system and the sum of all output volumes of gas from the system during a month, including, but not be limited to, (a) gas vented (except that gas as provided for in 8 of the General Terms and Conditions and changes, if any, in line pack during that month) and (b) gas lost as a result of an event of force majeure, the ownership of which cannot be reasonably identified, but shall not include fuel gas.

1.27 "Year" shall mean a period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning January 1, unless otherwise specified.

1.28 "Render" means postmarked, time-stamped, and delivered to the designated site.

1.29 "Gas Industry Standards Board" or "GISB" means that accredited organization established to set standards for certain natural gas industry business practices and procedures.

1.30 "GISB" Standards" means the standardized business practice, procedures and criteria which have been adopted and published by the Gas Industry Standards Board and which have been adopted by reference by the FERC.

1.31 "Central Clock Time" or "CCT" means Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT means Central Daylight Time (CDT). Unless otherwise stated, all times in this tariff are Central Clock Time (CCT).

1.32 "Nomination" or "Nominate" means a request by a Shipper for a prospective transportation transaction under an executed service agreement and submitted to Transporter.

GENERAL TERMS AND CONDITIONS  
(Continued)

1.33 "Critical Notice" shall pertain to information on transportation service provider conditions that affect scheduling or adversely affected scheduled gas flow.

1.34 "Business Day" means Monday through Friday, excluding Company recognized holidays.

1.35 "Curtailement" means the discontinuance of transportation service as a result of the inability of Transporter to provide such service due to non-receipt of Shipper's Gas.

2. REQUESTS FOR TRANSPORTATION SERVICE, PRIORITY OF SERVICE, AND ALLOCATION OF CAPACITY.

2.1 REQUESTS FOR TRANSPORTATION SERVICE

(a) DURATION.

(i) OPEN SEASON. Transporter will conduct an open season during which it will accept transportation requests for any uncommitted firm or interruptible capacity on its system. The open season shall consist of a period of 30 consecutive days following the publication of a notice of open season.

(ii) NOTICE OF OPEN SEASON. Transporter shall publish a notice of open season in industry publications of general circulation, at least ten days prior to the commencement of the open season. Such notice shall set forth when the 30-day open season begins and ends, where interested persons may submit requests for firm and interruptible transportation service, and how interested persons may obtain forms for requesting service.

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**First Revised Sheet No. 33** First Revised Sheet No. 33 : Effective  
Superseding: Original Sheet No. 33

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(Continued)

(iii) NEGOTIATION AND EXECUTION OF AGREEMENTS. Negotiation and execution of a transportation agreement with any person requesting firm or interruptible transportation service prior to the close of the open season period shall be concluded no later than 30 days following the close of the open season. Transporter shall publish a list of all transportation agreements that are executed, identifying the reservation transportation charge that is stated in each agreement and the priority-of-service entitlement of such agreement based upon 2.4.

(b) REQUESTS. All requests for transportation service under rate schedules included in this Volume No. 1 shall be submitted in writing to Transporter at the address listed below by U.S. Mail, overnight courier service, hand delivery, or telecopy or similar facsimile transmission. Transporter shall endeavor to provide service within the time specified in the written request, but shall not be obligated or required to provide service on less than 30 days' prior written notice. Requests shall be considered acceptable only if the information specified below is provided in writing. Requests must be addressed to:

WestGas InterState, Inc.  
1225 17th St.  
Suite 1100  
Denver, CO 80202

Each request shall contain:

(i) The name, business address and phone number of the shipper requesting service and the party with whom all contact should be made.

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FERC Docket: RP95-437-000

**First Revised Sheet No. 34** First Revised Sheet No. 34 : Effective  
Superseding: Original Sheet No. 34

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(Continued)

- (ii) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
- (iii) A declaration of Shipper's affiliation with Transporter, and the role of Transporter's affiliate, if any, in the transportation transaction (i.e., shipper, marketer, supplier, seller).
- (iv) The contract demand or daily quantity of gas to be transported.
- (v) The initial term of the service, including commencement and termination dates.
- (vi) Whether the service is to be firm or interruptible.
- (vii) A list of the receipt and delivery points between which the gas is requested to be transported and the quantities associated with the receipt and delivery points to be utilized at the commencement of service.
- (viii) For service requested under Rate Schedule FT, prepayment of the lesser of \$10,000 or the reservation charge for the requested contract demand for two months (but not to exceed the term of the requested service). Prepayments of amounts tendered under this provision shall be applied to service rendered by Transporter or shall be refundable to Shipper in the event service is not provided.

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*FERC Docket: RP95-437-000*

**First Revised Sheet No. 35** First Revised Sheet No. 35 : Effective  
Superseding: Original Sheet No. 35

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2.2 SERVICE AGREEMENT. Upon receipt of all items specified in 2.1 above, Transporter shall tender a transportation service agreement to Shipper in substantially the same form as shown on Sheet Nos. 95 et seq., or 105 et seq., of this tariff.

2.3 EXECUTION OF TENDERED SERVICE AGREEMENTS. Within 30 days of Shipper's receipt of a transportation service agreement from Transporter, Shipper must execute and deliver to Transporter such transportation service agreement. If Transporter has not received an executed transportation service agreement within the required time, Transporter may declare the service agreement null and void.

2.4 PRIORITY OF SERVICE. Scheduling of Receipts and Deliveries and Interruption.

(a) PRIORITY OF SERVICE

(i) FIRM SERVICE. All precedent agreements for firm transportation service prior to the beginning of the open season shall be ranked for the purpose of allocating capacity on the basis of first come, first served.

All requests for firm transportation service received during the open season shall be ranked for the purpose of allocating capacity on the basis of the economic value of the transaction to Transporter with the transportation service providing the highest economic value receiving the highest priority. Such economic value shall be determined on the basis of the present value of the reservation fee per



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**Substitute First Revised Sheet No. 36** Substitute First Revised Sheet No. 36 : Effective  
Superseding: Original Sheet No. 36

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(Continued)

unit of capacity calculated by using a discount rate equal to Transporter's allowed rate of return. The present value of the reservation fee per unit will be calculated as follows:

$$\begin{array}{rcl} \text{monthly reservation} & & \text{present value} \\ \text{fee per unit} & \times \frac{1 - (1 + i)^{-n}}{i} & = \text{per unit} \end{array}$$

Where,  $i$  = interest rate per month, or the overall rate of return divided by 12 months  
 $n$  = term of the agreement, in months

To the extent capacity is over subscribed during the open season capacity will be allocated pro rata among all firm shippers that requested firm transportation service during open season. All requests for firm transportation service received after the close of the open-season period shall, providing existing capacity is available, be given a priority-of service ranking based upon the date when such request for service is received and considered complete by Transporter. The request so determined to be complete that has the earliest date will receive the highest ranking. In the case of a tie in ranking, requests with a common date shall be ranked on the basis of the present value of the reservation charge per unit to Transporter, determined as described above, with the request yielding the highest present value receiving the higher ranking.

(ii) INTERRUPTIBLE SERVICE. All requests for interruptible transportation service received during the open season shall be given a priority-of-service date equal to the date of the close of the open season. All requests for interruptible transportation service received after the close of the open season shall be given a priority-of-service date equal to the date when a complete request for interruptible transportation service is received by Transporter.

(iii) REVISIONS TO AGREEMENTS AND PRIORITY OF SERVICE. Revisions to agreements consisting of changes in points of delivery, or which increase the contract demand or daily quantity shall be given new priority-of-service date(s) according to 2.4(a) (i) and 2.4(a) (ii)

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**Second Revised Sheet No. 37** Second Revised Sheet No. 37 : Effective  
Superseding: First Revised Sheet No. 37

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(Continued)

above. Any other provisions and terms of the agreement shall continue to carry the priority-of-service date(s) already in place.

(b) SCHEDULING OF RECEIPTS AND DELIVERIES. Each day Transporter shall schedule the quantities nominated by Shippers in the order described below:

(i) The first quantities scheduled shall be those quantities required to meet firm Shippers' nominated quantities.

(ii) The next quantities scheduled shall be those quantities nominated pursuant to Transporter's interruptible agreements where service is being provided at the maximum applicable rate. If the capacity expected to be available is not sufficient to serve all such Shippers requesting service, then transporter shall allocate the available capacity according to the earliest priority of service date. Should any two or more services have the same priority-of-service date, capacity shall be allocated pro rata on the basis of nominations.

(iii) The next quantities to be scheduled shall be those quantities nominated pursuant to Transporter's interruptible agreements, where service being provided is at less than the maximum applicable rate for such service.

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**First Revised Sheet No. 38** First Revised Sheet No. 38 : Effective  
Superseding: Original Sheet No. 38

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If the capacity expected to be available is not sufficient to serve all Shippers, then Transporter shall allocate the capacity available according to the highest rate paid. Services that have equal priority based upon the rate paid shall be given priority according to the earliest priority-of-service date. Should any two or more services have equal priorities based on rate and priority-of-service date, capacity shall be allocated pro rata on the basis of nominations.

(iv) The next quantities scheduled shall be authorized overrun quantities. If requests exceed available capacity, then each Shipper requesting overrun service on any day shall be allocated capacity pro rata on the basis of the overrun quantities nominated by all shippers.

(v) Shipper and Transporter, on a nondiscriminatory basis, may change the nomination procedure described above upon written agreement or telephone agreement (to be confirmed in writing within 10 days) so that receipts and deliveries may commence earlier than provided by this schedule.

(c) INTERRUPTION. If the capacity expected to be available to transport the nominated quantities on any day becomes unavailable, such as a force majeure event, transportation service shall be interrupted or restricted consistent with the following provisions:

(i) All authorized overrun volumes or volumes in excess of contract demand or daily quantity shall be interrupted first. All authorized overrun volumes in excess of contract demand or daily quantity shall be interrupted pro rata.

(ii) The next quantities to be interrupted shall be those interruptible transportation services, that are performed subject to agreements where the applicable rate is less than the maximum applicable rate for such service. Within this priority, service shall

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be subject to interruption on the basis of the rate being received by Transporter and in effect at the time of interruption. A service provided at a lower rate than another service shall receive a lower priority of service and shall be interrupted prior to the other service. Further, within this priority, services that have an equal priority based upon rate shall be subject to interruption on the basis of the Shipper's earliest priority-of-service date. Should any two or more services have equal priorities based on rate and priority of-service date, then available capacity shall be allocated pro rata on the basis of nominations.

(iii) The next quantities to be interrupted shall be those interruptible transportation services that are being performed at the maximum applicable rate. Within this priority, service shall be interrupted on the basis of Shipper's priority-of-service date so that services that are provided pursuant to the later priority-of-service dates will be interrupted before services performed pursuant to those with earlier priority-of-service dates. Should any two or more services have the same priority-of-service date, then available capacity shall be allocated pro rata on the basis of nominations.

(iv) The next quantities to be interrupted shall be firm transportation service quantities. Any reduction in service occasioned by a capacity constraint will be shared pro rata on the basis of total contract demand.

(d) SHIPPER'S ELECTION. Any interruptible shipper paying a discounted rate, is subject to interruption, may elect to pay a higher rate up to the maximum rate to avoid or reduce the possibility of interruption. If Shipper so elects, then interruption shall be in accordance with 2.4(c)(iii). If two or more shippers are paying the same discounted rate then the interruption shall be prorated based on the requested daily quantities.

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FERC Docket: RP99-422-000

**Fourth Revised Sheet No. 40** Fourth Revised Sheet No. 40 : Effective  
Superseding: Third First Revised Sheet No. 40

GENERAL TERMS AND CONDITIONS  
(Continued)

Transporter shall provide Shipper five days' notice of any interruption in order to permit Shipper to make the election available under 2.4(d). Such notice shall state the discounted rates being paid by other shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported.

(e) TRANSPORTER'S RIGHT TO INTERRUPT. Nothing in this provision shall limit Transporter's right to interrupt service on any other reasonable basis (including pro rata interruption within a class of service) in order to insure system integrity.

3. SHIPPER NOMINATIONS AND REQUESTS FOR CAPACITY

All nominations and requests for firm capacity shall be processed on a first-come, first-served basis and shall be submitted in the manner set forth in these General Terms and Conditions. All parties should support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper.

3.1 Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

3.2 Nomination of Scheduled Quantities: At the end of each gas day, Transporter will provide the final scheduled quantities for the just completed gas day. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

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FERC Docket: RP99-422-000

**Second Revised Sheet No. 40A** Second Revised Sheet No. 40A : Effective  
Superseding: Substitute Second Revised Sheet No. 40A

GENERAL TERMS AND CONDITIONS  
(Continued)

3.3 All nominations should include shipper defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Specifically, shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract.

3.4 Intra-day Nominations: Transporter shall allow for intra-day nominations.

(a) Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.

(b) Intra-day nominations do not rollover (i.e. intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination.

3.5 Intra-day Nomination Cycle:

(a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nomination party; 11:45 a.m. for receipts of nominations by the transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

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**First Revised Sheet No. 40B** First Revised Sheet No. 40B : Effective  
Superseding: Original Sheet No. 40B

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(b) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the transporter; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on the subject provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

(c) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 p.m. Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on gas day).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.

(i) Except during critical periods, all penalties that arise due to bumping of an interruptible shipper's quantity by a firm shipper's Intraday 1 Nomination will be waived.

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**Original Sheet No. 40C** Original Sheet No. 40C : Effective

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(d) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nomination party; 5:15 p.m. for receipt of nominations by transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(e) Any shipper whose scheduled quantity has been bumped by an intraday nomination shall be provided advance notice of such on Transporter's Electronic Bulletin Board. Such advance notice shall inform shippers whether any penalties apply on the day shipper's volumes are reduced.

4. CONTRACT DEMAND ADJUSTMENT

4.1 INCREASES REQUESTED BY SHIPPER. Should Transporter at any time determine that it can make additional total transmission capacity in excess of its aggregate firm daily delivery obligations, nothing in this Tariff shall prohibit Transporter and Shipper from mutually agreeing upon an increase in Contract Demand volumes so long as Transporter offers any such additional capacity to all Shippers in accordance with Section 9 of the General Terms and Conditions.

4.2 DECREASES REQUESTED BY SHIPPER. Shipper may decrease its Volumetric Obligation by giving written notice of the proposed decrease, providing it executes a Service Agreement setting forth the new volumes and that the capacity and Contract Year volumes so released can be made available to and offset by increases in Transporter's Volumetric Obligation to other Shippers; or by mutual agreement.



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5. MEASUREMENT

5.1 UNIT OF MEASUREMENT AND METERING BASE. The volumetric measurement base shall be one cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, without adjustment for water vapor.

5.2 ATMOSPHERIC PRESSURE. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude at each point of measurement irrespective of variations in natural atmospheric pressure from time to time. When electronic computer measurement is used, the gas pressure will be measured directly, using a pressure measuring device for continuous input to the electronic computer.

5.3 TEMPERATURE. The temperature of the gas shall be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to a computer of standard manufacture selected by Transporter installed in accordance with the recommendations contained in ANSI/API 2530 (Orifice Metering of Natural Gas). The arithmetic average of temperatures for each day shall be used in computing temperatures of the gas during such day for conventional chart measurement. When electronic computer measurement is used, average daily temperature will be computed as a running average of data determined by computer scan.

5.4 DETERMINATION OF GROSS HEATING VALUE AND SPECIFIC GRAVITY. If Transporter has installed electronic computer measurement equipment and field chromatographs, the determination of gross heating value and specific gravity shall be made from the composition by calculation using physical gas constants for gas compounds as outlined in GPA Standard 2145 (Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas) with any subsequent amendments or revisions which Transporter may adopt. If Transporter installs conventional chart measurement, the arithmetic average of the hourly heating value and specific gravity recorded during

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periods of flow each day by a recording calorimeter and gravitometer or recording chromatograph, if installed, shall be considered as the gross heating value and specific gravity of the gas delivered during each day. In the event a continuous gas sampling device is used, determinations shall be made not less than once every month. Such determinations shall be considered as the gross heating value and specific gravity of all gas delivered during the applicable sampling period. Gross heating values and specific gravities determined from spot samples will be used in calculating gas delivered for the day on which the test is made and all following days until the next test is made. The calculations (for Btu) shall be based on dry gas if the gas at the measurement points contain less than 5 pounds of water per Mmcf. If the gas at the measurement points contain more than 5 pounds of water per Mmcf. the appropriate factor will be applied to the Btu calculations to correct for water content in excess of 5 pounds per Mmcf. The difference between Btu's received by Transporter and Btu's delivered to Shipper, as adjusted, shall be deemed unaccounted-for gas. Shipper shall provide its proportionate share or pay its portion of unaccounted-for gas and shall be responsible for unauthorized overrun gas which is vented.

5.5 SUPERCOMPRESSIBILITY. The measurement of gas shall be corrected for deviation from Boyle's Law at the pressures and temperatures under which gas is measured by use of the calculation appearing in the manual entitled "PAR Research Project NX-19, Extension of Range of Supercompressibility Table," AGA Catalog No. 48/PR published by the American Gas Association in 1963 as supplemented or amended from time to time. Inert content of the metered gas stream used in the Formula NX-19 calculations shall be determined by a chromatographic analysis using spot sampling when deliveries begin and thereafter by (i) chromatographic analysis not less than semiannually, (ii) continuous sampling or (iii) by continuous computer input at each of the points where the gas is received and delivered.

5.6 MEASURING EQUIPMENT. Unless otherwise agreed upon, Transporter will install, maintain and operate or cause to be installed, maintained and operated measuring stations equipped with flow meters and other necessary metering and measuring equipment by which volumes of

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FERC Docket: RS92- 89-002

**Original Sheet No. 43** Original Sheet No. 43 : Effective

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gas received and equivalent volumes delivered shall be determined. Shipper may install check measuring equipment at its own cost and expense; provided such equipment shall be installed in a manner not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times but the reading, calibrating and adjusting electronic computer components and/or mechanical recording instruments and the changing of charts shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in anyway. The records from such measuring equipment shall remain the property of the party owning the equipment, but within 10 days of a request, each will submit to the other for inspection its records and charts, together with related calculations. All records and charts shall be returned within 30 days after receipt. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in these General Terms and Conditions, shall not be used in the measurement of gas.

5.7 ORIFICE METERS. All orifice meters shall be installed and gas volumes computed in accordance with the standards prescribed in ANSI/API 2530 (Orifice Metering of Natural Gas), which incorporates Gas Measurement Committee Report #3 of the American Gas Association, revised and reprinted, September 1967, and any subsequent amendments Transporter may adopt.

5.8 ELECTRONIC FLOW COMPUTERS. Transporter may install electronic flow computers to permit the direct computation of gas flows without the use of charts.

5.9 NEW MEASUREMENT TECHNIQUES. If, at any time, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or

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technique may be substituted by Transporter.  
Transporter shall promptly inform all shippers of any new techniques adopted.

5.10 CALIBRATION AND TEST OF METERS. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of a representative of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in a 30-day period. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

5.11 CORRECTION OF METERING ERRORS. If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by two percent (2%) or more at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, any payments based upon inaccurate measurement shall be corrected pursuant to 10 of these General Terms and Conditions at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one half of the time elapsed since the date of the last test.

5.12 FAILURE OF MEASURING EQUIPMENT. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the parties upon the first of the following methods which is feasible

(a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a);

(b) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a) and (b);

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**Substitute First Revised Sheet No. 45** Substitute First Revised Sheet No. 45 : Effective  
Superseding: Original Sheet No. 45

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(Continued)

(c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

5.13 PRESERVATION OF RECORDS. Shipper and Transporter shall preserve for a period of at least 3 years, or for such longer period as may be required by appropriate authority for test data, charts or other similar records.

5.14 THE SEQUENCE OF GAS RECEIPT. Unless otherwise agreed to by Shipper and Transporter, all gas received by Transporter under all firm schedules shall be deemed to have been received by Transporter prior to the receipt of any gas under Rate Schedule IT from Shipper on any day.

5.15 MEASUREMENT CLOSE: The cutoff for the closing of measurement is 5 business days after business month.

5.16 MEASUREMENT PRIOR PERIOD ADJUSTMENTS:  
For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month.

(a) For reporting measurement prior period adjustments, report it with the restated line item with new total quantity for the day and the month.

(b) Missing or late measurement data shall be estimated by the measuring party. In such instances, Transporter shall treat actual data as a prior period adjustment.

(c) Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation.

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FERC Docket: RP00-545-001

**Second Revised Sheet No. 45A** Second Revised Sheet No. 45A : Effective  
Superseding: First Revised Sheet No. 45A

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6. QUALITY OF GAS

6.1 HEAT CONTENT. The gas delivered at each of the points of receipt and delivery shall contain a gross heating value of not less than 950 Btu's per cubic foot for more than 1,150 Btu's per cubic foot.

6.2 MERCHANTABILITY. The gas shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Transporter. The gas shall also be free of all matter that is deemed hazardous or toxic and is subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.

6.3 HYDROGEN SULFIDE. The gas shall not contain more than 0.5 grain of H<sub>2</sub>S per 100 cubic feet.

6.4 TOTAL SULFUR. The gas shall not contain more than 20 grains of total sulfur per Mcf, of which not more than 2 grains shall be mercaptan sulfur.

6.5 OXYGEN. The gas shall not at any time have an oxygen content in excess of ten parts per million by volume, and the parties shall make every reasonable effort to keep the gas free of oxygen.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 87-000

**Second Revised Sheet No. 46** Second Revised Sheet No. 46 : Effective  
Superseding: Substitute First Revised Sheet No. 46

GENERAL TERMS AND CONDITIONS  
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6.6 TEMPERATURE. The gas shall be delivered at a temperature not in excess of 120° Fahrenheit or less than 20 Fahrenheit.

6.7 INERT SUBSTANCES. The gas shall not contain inert substances of more than three percent by volume.

6.8 WATER VAPOR. The gas shall not contain water vapor in excess of five (5) pounds per million cubic feet.

6.9 LIQUIDS. The gas shall not contain any hydrocarbon fractions which might condense to free liquids in the line under normal pipeline conditions.

6.10 SHIPPER'S FAILURE TO MEET SPECIFICATIONS. Should any gas tendered for receipt by Transporter fail at any time to conform to any of the specifications of this 6, Transporter shall notify Shipper and Transporter may, with or without notice, suspend all or a portion of the receipt of any such gas until such time as Shipper demonstrates to Transporter's satisfaction that the gas meets the quality specification; provided, however, such suspension by Transporter shall not relieve Shipper of any of its obligations under this tariff. Transporter may elect to accept receipt of any off-specification gas.

6.11 QUALITY OF TRANSPORTER'S DELIVERIES. Transporter shall deliver to Shipper or for Shipper's account gas that is of merchantable quality.

6.12 COMMINGLING. Gas received from Shipper will be commingled with the gas of other shippers in the system. Accordingly, the gas of Shipper shall be subject to such changes in gross heating value per cubic foot and other specifications as may result from such commingling.

7. SCHEDULING OF GAS RECEIPTS AND DELIVERIES

7.1 Shipper shall notify Transporter's dispatcher of specific sources and receipt points pursuant to section 3 of the General Terms and Conditions of this tariff.

7.2 Receiver of nomination initiates confirmation process. The party that would receive a Request For Confirmation or an unsolicited Confirmation Response may waive the obligation of sender to send.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 87-000

**First Revised Sheet No. 46A** First Revised Sheet No. 46A : Effective  
Superseding: Substitute Original Sheet No. 46A

GENERAL TERMS AND CONDITIONS  
(Continued)

7.3 Determination of Deliveries. At each Point of Receipt or Delivery, quantities shall be based upon an allocation procedure. Quantities shall mean quantities nominated by Shipper and scheduled and confirmed by Transporter.

(a) At each Point of Receipt and Point of Delivery, Transporter shall reach agreement with the Shipper as to the Predetermined Allocation Agreement (PDA) to be used for the next Gas Day. However, if an Operational Balancing Agreement has been agreed to and is effective at a Point of Receipt or Delivery, no additional PDA is required.

(i) PDA's shall be established using the allocation methodologies and criteria set forth in GISB Standards.

(ii) PDA's for each Gas Day shall be agreed to prior to gas flow. To the extent possible, changes to PDA's during a calendar Month shall be minimized or avoided.

(iii) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the ranks provided in the affected Nominations to determine Shipper Priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.

(iv) The upstream or downstream party providing the point confirmation shall submit the PDA allocation to the allocating party after or during confirmation and before the start of the Gas Day.

(v) The allocating party should send back "confirmation" of receipt of the pre-determined allocation within 15 minutes.

(b) There are two types of allocations: daily and monthly.



**Third Revised Sheet No. 46B** Third Revised Sheet No. 46B : Effective  
Superseding: Second Revised Sheet No. 46B

GENERAL TERMS AND CONDITIONS  
(Continued)

(c) Two welded parties should agree on who submits a pre-determined allocation methodology and who allocates at the point before gas flows. The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

7.4 At a location, the total quantity measured or estimated for the period should be used to provide allocations to parties' scheduled transactions (or otherwise identified transactions consistent with 7.4(g)).

(a) In the allocation process, estimated quantities should be adjusted to actuals following the time that the actual quantities are known.

(b) At a location, which is not covered by an Operational Balancing Agreement (OBA), an Allocating Party should receive Pre-determined Allocations and calculate the allocations for the location and provide these allocations to the appropriate parties for their use.

(c) At a location which is not covered by an OBA, a party which is not the allocating party at the location should receive and process the allocations from the allocating party and employ such allocations when providing allocation information to its parties (as applicable and appropriate).

(d) At a location, which is covered by an OBA, each party to the OBA should allocate its side of the location.

(e) At a location which is not covered by an OBA, Transporter which allocate to Shipper at the Shipper's contract level or higher are not required to allocate to a lower level or accept accounting allocation instructions from the Shipper (ie, neither Pre-determined Allocations (PDAs) nor Shipper ranks supplied in the nomination).

GENERAL TERMS AND CONDITIONS  
(Continued)

Where the Transporter allocates to a lower level (more detailed) than the Shipper contract level and where:

- (1) The Confirming Parties confirm at a higher level (less detailed) than the nomination level; and,
- (2) A Shipper has submitted more than one nomination line item to the Transporter;

the Transporter should employ the Transporter's tariff allocation methodology (including, where applicable, employing the other Confirming Party(ies)' PDAs) to allocate gas to the confirmation detail level.

The Transporter should then either:

- i) accept and employ a PDA from such Shipper(s) or
- ii) employ the Shipper's rank supplied in the nomination.

Where a Transporter accepts PDAs from a Shipper (as specified in a) above) and the Shipper does not provide a PDA, the Transporter should employ the tariff allocation methodology.

(f) At a location which is not covered by an OBA, a Confirming Party should submit a PDA to the allocating party at a level that is based on the allocating party's business practice, but, in no event will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.

(g) A PDA may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirming process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to, in such transaction. In the event of a conflict between this standard and the Transporter's existing tariff or general terms and conditions, the latter will prevail.

GENERAL TERMS AND CONDITIONS  
(Continued)

(h) Except in cases where the Percentage or Operator Provided Value method of allocation is being employed, where there is:

(i) sufficient gas to fulfill all scheduled quantities at a location, a PDA should not result in a quantity being allocated to a party, contract, or transaction, as applicable, that is less than the corresponding scheduled quantity(ies) for that party, contract or transaction, as applicable.

(ii) insufficient gas to fulfill all scheduled quantities at a location, a PDA should not result in a quantity being allocated to a party, contract, or transaction, as applicable, that is greater than the corresponding scheduled quantity(ies) for that party, contract, or transaction, as applicable.

In the event of conflicts between this standard and the Transporter's tariff or general terms and conditions, the latter will prevail.

(i) Parties should communicate to their counter parties that their transaction(s) for allocation purposes are lowest ranked or swing, when such counter parties' transaction(s) are identified by the party as being the lowest ranked or swing. This standard does not apply to the relationship between the Transporters and their Shipper.

(j) Under normal operating conditions, at a location, which is covered by an OBA, the scheduled quantity should be the allocated quantity.

7.5 A new allocation detail may be needed when a nomination changes.

7.6 The timing for reporting daily operational allocations after the gas has flowed shall be within one business day after the end of the Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity shall be used for the daily operational allocation.

GENERAL TERMS AND CONDITIONS  
(Continued)

This standard applies to the daily provision of operational allocated quantities.

Upon request to its Transporter a Shipper should be provided operational allocated quantities for the transaction(s), which have been scheduled by such Transporter for the Shipper.

A Transporter can agree to send the operational allocated quantities on a daily basis to a Shipper rather than accept the Upload of Request for Download for operational allocated quantities.

A Transporter is not required to support requests for operational allocated quantities other than on an "all allocations Shipper basis". Where a Transporter has determined to support this standard in a manner other than:

- a) providing specific operational allocated quantities in response to a request for same, or
- b) providing operational allocation quantities on an "all locations for an Shipper basis", then the Shipper can rely on the absence of a line item(s) provided by a Transporter as indicative that the particular line item(s)' scheduled quantities are operational allocated quantities.

7.7 The responsibility for calculating and reporting allocated quantities shall rest with the party responsible for accepting GISE allocation types. The party receiving nominations shall provide allocation statements.

7.8 As a minimum, allocation shall be provided by both contract and location.

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-478-000*

**Original Sheet No. 46F** Original Sheet No. 46F : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

7.9 Allocations are considered final upon issuance of related invoices and Cash Out charges. However, should an error in the basis of an allocation be determined after final allocations have been made, the revised allocation quantity shall be attributed to the Shipper's account for the original production month. The time limitation for disputes of allocation should be 6 months from the date of initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

Effective Date: 04/01/2003 Status: Effective  
FERC Docket: RP00-545-001

**Third Revised Sheet No. 47** Third Revised Sheet No. 47 : Effective  
Superseding: Second Revised Sheet No. 47

GENERAL TERMS AND CONDITIONS  
(Continued)

8. BALANCING OF GAS

8.1 In the event that the nomination accepted by Transporter under § 7 above differs from Shipper's corresponding deliveries to Transporter by more than 5%, Transporter may adjust any of Shipper's current and subsequent nominations in order to balance the quantity of gas received into Transporter's system with the quantity delivered to Shipper or for Shipper's account.

8.2 Within 30 days after the termination of transportation service, Transporter and Shipper shall eliminate any imbalance between Shipper's receipts and its deliveries. If Transporter's deliveries exceed its receipts, Shipper shall provide Transporter with sufficient quantities of gas to make up the difference.

8.3 Imbalance Netting and Trading. A Shipper may net imbalance gas among its own service agreements as well as trade imbalance gas with another Shipper to eliminate or reduce its own imbalances or the imbalances of both Shippers. Netting may consist of summing (the accumulation of all imbalances above any applicable tolerances for a Shipper or its agent) or offsetting (the combination of positive or negative imbalances above any applicable tolerance for a Shipper or its agent). Any net or trade of imbalance gas shall not cause Transporter to receive less quantities than Transporter would have received had the trade not occurred. Any imbalance trade shall be subject to the following conditions and procedures:

GENERAL TERMS AND CONDITIONS  
(Continued)

(a) Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the imbalance trade between themselves.

(b) Shippers may post notice of imbalances available for trade on Transporter's Electronic Bulletin Board. Shippers may also request Transporter, in writing, to post notice of imbalances available for trade on Transporter's Electronic Bulletin Board for the Shipper. Imbalances to be posted for trading must be authorized by the Shipper. Authorizations to post imbalances that are received by Transporter by 11:45 a.m. shall be effective by 8:00 a.m. the next Business Day (central clock time). Imbalances previously authorized for posting should be posted on or before the ninth Business Day of the Month. Posted imbalances may be viewed and downloaded upon request. Transporter shall not be required to post zero imbalances.

(c) Imbalance trading will be allowed between the ninth and seventeenth Business Day of each month. Transporter will provide the ability to post and trade imbalances until the close of the seventeenth Business Day of the Month.

(d) Only trades which have the effect of reducing imbalances on individual service agreements shall be permitted.

(e) Shipper must notify Transporter in writing of the material terms of the trade arrangement. When trading imbalances, a quantity must be specified. Shipper's written notice will be deemed to be the Shipper's direction to Transporter to make the imbalance trade on the Shipper's account. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades will be considered final when confirmed by the confirming trader and effectuated by Transporter. After receipt of an imbalance trade confirmation, Transporter will post trade results on its Electronic Bulletin Board.

Effective Date: 04/01/2003 Status: Effective  
FERC Docket: RP00-545-001

**First Revised Sheet No. 47B** First Revised Sheet No. 47B : Superseded  
Superseding: Substitute Original Sheet No. 47B

GENERAL TERMS AND CONDITIONS  
(Continued)

(f) Transporter will enable the imbalance trading process by: (1) receiving requests for imbalance trades; (2) receiving imbalance trade confirmations; (3) sending imbalance trade notifications; and (4) reflecting the trade on the Shipper's next monthly imbalance statement.

Transporter shall not be responsible for any liabilities incurred by a Shipper as a result of Transporter carrying out the terms of a trade in accordance with the written notice of the involved Shippers. Any change of fact, including but not limited to retroactive adjustments, which affect the beginning imbalance shall not rescind or otherwise modify any trade Shipper(s) have requested Transporter to perform.

Point operators may also net and trade imbalance gas pursuant to the terms and conditions of this § 8.3.

9. PRIORITY OF SERVICE AND INTERRUPTION

9.1 Shippers receiving or requesting service on Transporter's system shall be entitled to service subject to the availability of pipeline capacity on Transporter's system in the following order of declining priority:



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(a) All firm transportation service by order of service agreement date or request-for-service date, as provided in 15 of these General Terms and Conditions. If two or more requests for transportation service have the same request-for-service date, available capacity shall be prorated on the basis of the requested contract demand.

(b) All interruptible transportation service by order of contract date or request-for-service date, as provided in 15 of these General Terms and Conditions for which Shipper is paying the maximum transportation rate. If two or more shippers have the same request-for-service date, service shall be prorated on the basis of the requested daily volumes.

(c) All other interruptible transportation service in order of the discounted rate being paid by Shipper for the transportation service from highest to lowest. If two or more shippers are paying the same discounted transportation rate, service shall be prorated on the basis of requested daily volumes.

(d) Authorized overrun deliveries under Rate Schedules IT and FT and any authorized deliveries in excess of daily volumes under Rate Schedule IT prorated based on the amount transported for each Shipper.

9.2 If, due to any cause whatsoever, Transporter does not have sufficient capacity in all or part of its transmission system on any day to serve all of its customers, it may interrupt service. Interruptions shall be instituted in sequence in reverse order of priority of classes specified in this 9. Within each interruptible class, interruptions shall be in reverse order beginning with the latest request-for-service date or contract effective date under 9.1 to the extent practicable; provided, however, any interruptible shipper paying a discounted rate, if subject to interruption, may elect to pay a higher rate or the maximum rate to avoid or reduce the possibility of interruption. If Shipper so elects, then interruption shall be in accordance with 9.1(b) or (c), whichever is appropriate. If two or more shippers are paying the same discounted rate then the interruption shall be

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based first on the request for service or contract effective date, and then, if two or more shippers have the same request for service date, the service shall be prorated based on the requested daily volumes. Firm shippers shall be interrupted pro rata based on their contracted-for demand. Nothing in this provision shall limit Transporter's right to interrupt service on any other reasonable basis (including pro rata interruption within a class of service) in order to insure system integrity.

9.3 Transporter shall provide Shipper five days' notice of any interruption, or as much notice as is possible, in order to permit Shipper to make the election available under 9.2. Such notice shall state the discounted rates being paid by other shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported.

9.4 In the event gas supply shortages at Delivery points occur due to capacity constraints, such shortages shall be handled under the following procedure:

(a) If any Shipper of Transporter experiences or anticipates a supply emergency which could cause injury to essential human needs and minimum plant protection, such Shipper shall utilize to fullest extent possible all of Shipper's existing gas supply arrangements, including storage inventories and available self-help measures to alleviate such emergency prior to requesting assistance from Transporter and other Shippers pursuant to this section.

(b) Any assistance required to resolve a supply emergency will be based, to the maximum extent possible, on voluntary, market-based arrangements involving a sale of gas by a willing seller to the Shipper experiencing the emergency shortage, at a rate to be negotiated by the parties to this sale. Such transaction could involve the pre-arrangement of portfolios of divertable supply, or short-term arrangements through the use of Transporter's electronic bulletin board or any other arrangement acceptable to the parties to this sale.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-163-005

**First Revised Sheet No. 49A** First Revised Sheet No. 49A : Effective  
Superseding: Substitute Original Sheet No. 49A

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(c) Transporter's role will be to facilitate these voluntary arrangements by posting notices on its electronic bulletin board from the shipper experiencing or expecting a supply emergency, and from suppliers willing to sell gas to Shipper that faces the emergency situation. Further, Transporter will facilitate to the maximum extent practicable, the physical delivery of such emergency supplies where needed, so long as this can be accomplished without affecting other Shipper's rights to capacity. Transporter shall not buy or sell gas supplies downstream of the point of unbundling to facilitate voluntary arrangements for the resolution of an individual customer emergency.

9.5 The declaration to the affected parties of operational flow orders, critical periods, and /or critical notices shall describe the conditions and the specific responses required from the affected parties.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-163-006

**2 Sub First Revised Sheet No. 49B** 2 Sub First Revised Sheet No. 49B : Effective  
Superseding: Original Sheet No. 49B

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(Continued)

10. BILLING AND PAYMENT

10.1 On the ninth (9th) Business Day of each Month or before the 15th day of each month, whichever is later, Transporter shall render or furnish to Shipper a statement of the transportation charge in effect and of the total payment due for the transportation of gas during the preceding month (including any other applicable charges). Transporter shall provide a schedule showing volumes of gas (in Mcf) and heat content (in MMBtu) received and delivered, including equivalent volumes, unaccounted-for gas, gas vented, and any imbalance under 8 of these General Terms and Conditions. Transporter may furnish an estimated statement and make appropriate adjustments in the statement rendered for the next succeeding month.

(a) Imbalance statements should be generated at the same time or prior to the generation of the transportation invoice.

(b) The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time stamped, and delivered to the designated site.

10.2 When information necessary for billing purposes is in the control of the Shipper, Shipper shall furnish such information to Transporter on or before the 10th day of the month with respect to deliveries of gas during the previous month

10.3 Shipper and Transporter shall have the right to examine, at reasonable times, books, records, and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under or pursuant to any of the provisions.

10.4 Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

Effective Date: 05/01/2001 Status: Effective  
FERC Docket: RP01-348-000

**First Revised Sheet No. 49C** First Revised Sheet No. 49C : Effective  
Superseding: Original Sheet No. 49C

GENERAL TERMS AND CONDITIONS  
(Continued)

Regarding inadequate detail supporting documentation, supporting documentation should be provided upon request, with the timing of the supporting documentation to follow the timing of the flowing gas transactions.

10.5 Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two Business Days of the payment due date. If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 50** Original Sheet No. 50 : Effective

GENERAL TERMS AND CONDITIONS

10.4 Shipper shall pay Transporter, at its general office, or at such other address as Transporter shall designate, the amount due for the preceding month within ten days after receipt by Shipper of the bill from Transporter.

10.5 Should Shipper fail to pay all of the amount of any bill when such amount is due, Transporter shall collect interest on the unpaid portion of the bill in the manner and at the rate prescribed by 18 C.F.R.

154.67(c). If such failure to pay continues for 30 days after payment is due, Transporter, in addition to any other remedy it may have, after giving Shipper 15 days' written notice, may suspend further receipt and/or delivery of gas for Shipper until such amount is paid. If Shipper in good faith shall dispute the amount of any such bill, Shipper shall nevertheless pay to Transporter the amount of such bill and, at any time thereafter within 30 days of a demand made by Shipper, Transporter shall furnish a good and sufficient surety bond guaranteeing refund to Shipper upon such bills after a final determination by agreement, by determination of regulatory agencies having jurisdiction, or by judgment of the courts, as may be the case.

10.6 If it is determined that Shipper has been overcharged, and Shipper has paid the statement containing the overcharge then, within 30 days after the final determination, Transporter shall refund the amount overcharged with interest in accordance with

10.5. If it is determined that Shipper has been undercharged, Shipper shall pay the amount undercharged with appropriate interest within 30 days of notice by Transporter of the amount. Provided, however, no adjustment will be made to any statement more than 24 months from the date of such statement unless disputed within that period. In the event that any portion of a statement is in dispute, payment of the disputed portion shall not be deemed a waiver of the right to contest such disputed portion in any forum having jurisdiction.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 51** Original Sheet No. 51 : Effective

GENERAL TERMS AND CONDITIONS

11. FORCE MAJEURE

11.1 If by reason of an event of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under a service agreement incorporating these General Terms and Conditions, other than to make payments when due, and if such party gives notice of such event within a reasonable period of time and provides full particulars of such event in writing or by electronic communication (other than telephone) after the occurrence of an event of force majeure, nonperformance of the party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.

11.2 No event of force majeure affecting the performance by Transporter or Shipper shall relieve such party of liability in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments as determined under the applicable rate schedule. Any event of force majeure that results in Transporter's inability to transport all or any portion of Shipper's gas or any event of force majeure that results in Shippers' inability to tender gas to Transporter for transportation shall not operate to suspend or otherwise affect in any way Shipper's obligation to pay the applicable reservation charge. During any period when receipts are suspended in whole or in part due to force majeure as defined above, Transporter may use excess capacity created thereby to transport or exchange any other volumes of gas made available to it. Such use of excess capacity shall not interfere with Shipper's right to have its gas transported.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 52** Original Sheet No. 52 : Effective

GENERAL TERMS AND CONDITIONS

12. RESPONSIBILITY FOR GAS

As between Shipper and Transporter, Shipper shall be responsible for its gas until such has been delivered to Transporter at the points of receipt. Transporter shall be responsible for the gas while it is in its system between the point of receipt and the point of delivery. After such gas has been delivered to or for the account of Shipper by Transporter at the point of delivery specified in the service agreement, Shipper shall again be responsible for the gas. The party which shall be responsible for such gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated in these General Terms and Conditions, Shipper shall indemnify Transporter for all injury, damage, loss or liability of Transporter caused by Shipper's delivery of off-specification gas contrary to 6.

13. WARRANTY

Shipper warrants that it will have at the time of delivery of gas for transportation good title or good right to deliver the gas. Shipper warrants that the gas it delivers shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from any adverse claims of any person to the gas or to royalties, taxes, license fees, or charges which are applicable to such delivery of gas; and that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

14. WAIVERS

No waiver by Transporter or Shipper of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

15. REQUEST FOR TRANSPORTATION SERVICE

15.1 REQUEST FOR SERVICE. A request-for-service date for transportation under Rate Schedules FT and IT shall be established when all items listed below have been submitted to:



Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 53** First Revised Sheet No. 53 : Effective  
Superseding: Original Sheet No. 53

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WestGas InterState, Inc.  
c/o Director, Marketing and Transportation  
1225 17th Street, Suite 1100  
Denver, CO 80202

Each request shall contain:

- (a) The name, business address and phone number of the shipper requesting service and the party with whom all contact should be made.
- (b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer
- (c) A declaration of Shipper's specific affiliation with Transporter, and the role of Transporter's affiliate, if any, in the transportation transaction (i.e., shipper, marketer, supplier, seller).
- (d) The contract demand or daily volume of gas to be transported.
- (e) The initial term of the service, including commencement and termination dates.

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FERC Docket: RP95-437-000

**First Revised Sheet No. 54** First Revised Sheet No. 54 : Effective  
Superseding: Original Sheet No. 54

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(f) Whether the service is to be firm or interruptible and the requested applicable rate schedule.

(g) A list of all receipt and delivery points between which the gas is requested to be transported and the volumes associated with each receipt and delivery point, together with the name of the entity which will deliver the gas to Transporter and the name of the entity to receive the gas from Transporter.

(h) A statement by Shipper certifying (1) that Shipper has title or a current contractual right to acquire title to the gas supply for which transportation is requested; (2) that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on service is requested to commence; and (3) that the end-user of the gas (if other than the Shipper) has entered into gas purchase contracts (or precedent agreements therefor) to acquire title to the gas for which transportation service is requested.

(i) For service requested under Rate Schedule FT, prepayment of the lessor of \$10,000 or the reservation charge for the requested contract demand for two months (but not to exceed the term of the requested service). Prepayments of amounts tendered under this provision shall be applied to service rendered by Transporter or shall be refundable to Shipper in the event service is not provided.

15.2 SERVICE AGREEMENT. Upon receipt of all items specified in 15.1 above, Transporter shall tender a transportation service agreement to Shipper in substantially the same form as shown at Sheet Nos. 95, et seq., or 105, et seq., of this tariff.

Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 55** First Revised Sheet No. 55 : Effective  
Superseding: Original Sheet No. 55

GENERAL TERMS AND CONDITIONS  
(Continued)

15.3 EXECUTION OF TENDERED SERVICE AGREEMENTS.  
Shipper must execute and deliver to Transporter a transportation service agreement within 30 days of the date of Shipper's receipt of such agreement from Transporter. If Transporter has not received an executed transportation service agreement within the required time, Transporter may declare the service agreement null and void.

16. REGULATIONS

Any service agreement incorporating these General Terms and Conditions, and all terms and provisions included in these General Terms and Conditions, and the respective obligations of the Transporter or Shipper are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Nothing shall, or is intended to, restrict, enlarge or affect in any other way the jurisdiction of the FERC.

17. ASSIGNMENTS

Transporter may pledge or charge its interest under a service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement, or similar instrument which it executes. Shipper shall not assign any of its rights under a service agreement incorporating these General Terms and Conditions unless it first shall have obtained the consent of the Transporter in writing. Shipper may not pledge or charge its interest under a service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement or similar instrument which it executes without the consent in writing of Transporter. No person which shall succeed by purchase, merger or consolidation to the properties of Shipper shall be entitled to any part of the interest of Shipper under its service agreement without the written consent of Transporter.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 56** Original Sheet No. 56 : Effective

GENERAL TERMS AND CONDITIONS

18. CREDITWORTHINESS AND BANKRUPTCY

18.1 Transporter shall not be required to initiate, perform or to continue any transportation service under any rate schedule for Shipper if Shipper is or has become insolvent or, fails within 30 days of Transporter's request for credit information to demonstrate creditworthiness.

18.2 For the purpose of this 18, Shipper's lack of creditworthiness may be shown by:

(a) A credit report from a credit reporting agency which shows that Shipper does not pay its commercial obligations within a reasonable period; or

(b) Other information that shows that Shipper does not have the financial ability to pay for the service requested; or

(c) Any act of insolvency on the part of Shipper.

18.3 Notwithstanding subparagraph (a), if Shipper is found to lack creditworthiness, Shipper may receive service if it prepays for such service or furnishes a letter of credit or other good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for up to a 3-month period.

18.4 The inability of Shipper to pay for the requested service or insolvency of Shipper may be evidenced by the filing by Shipper or any parent or affiliated company (collectively referred to in this paragraph as "Shipper") of a petition in bankruptcy or the entry of a decree or order by a court of competent jurisdiction adjudging Shipper bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of Shipper's debts under the federal Bankruptcy Act or any other applicable federal or state law, or the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the assets of Shipper or the winding-up or liquidation of Shipper's affairs.

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19. SHIPPER'S FAILURE TO COMPLY WITH TERMS

Transporter shall not be required to perform service under any transportation rate schedule included in this Volume No. 1 if Shipper fails to comply with the terms of its transportation service agreement and the General Terms and Conditions.

20. SYSTEM OPERATION

Transporter may take such action as reasonably necessary to prevent damage to or material deterioration of its transmission system and to maintain the operational integrity of the system.

21. ANNUAL CHARGE ADJUSTMENT PROVISION

21.1 PURPOSE. Transporter is assessed an annual charge by the FERC to reimburse the United States Treasury for costs incurred by the Commission, other than costs incurred in administering Part I of the Federal Power Act, and costs not covered by filing fees. To enable Transporter to recover his annual charge, pursuant to 18 C.F.R. 154.38(d)(6), this section establishes an Annual Charge Adjustment to be applicable to all of Transporter's rate schedules as set forth in the Statement of Rates of this FERC Gas Tariff, Volume No. 1.

21.2 BASIS OF ANNUAL CHARGE ADJUSTMENT. The rate schedules specified in the Statement of Rates of this tariff shall include an increment for an Annual Charge Adjustment. Such adjustment shall be a base increment, specified by the Commission at the time the Commission calculates the annual charge bills, and adjusted to Transporter's pressure base and heat content, if required.

21.3 ACCOUNTING PROCEDURE. Transporter will account for annual charges paid by charging the amount to Account No. 928, Regulatory Commission Expenses, of the Commission's Uniform System of Accounts. It is Transporter's intent not to recover any annual charges recorded in FERC Account No. 928 in an NGA section 4 rate case.

21.4 FILING PROCEDURE. Filing by the Transporter to change the Annual Charge Adjustment shall be made at least 30 days prior to the proposed effective date, with such period inclusive of 30 days' notice, unless, for good cause shown, lesser periods are allowed by valid Commission order. Any filing by Transporter pursuant to this 21 shall not become effective until Transporter has made payment of the annual charge and such filing has been approved by the Commission.

Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 58** First Revised Sheet No. 58 : Effective  
Superseding: Original Sheet No. 58

GENERAL TERMS AND CONDITIONS  
(Continued)

21.5 PAYMENT. Transporter shall remit to the Commission, within 45 days of the issuance of the bill by the Commission, payment of the annual charge assessed Transporter unless Transporter has filed a petition under 18 C.F.R. 382.105. Payment must be made to the United States Treasury.

22. COMPLIANCE WITH MARKETING AFFILIATE RULE

22.1 PURPOSE. Transporter is an interstate natural gas pipeline company that transports natural gas for others pursuant to Part 284 of the FERC's regulations and is or may be affiliated with a marketing or brokering entity, as those terms are defined in 18 C.F.R. 161.2. This section describes Transporter's compliance with the requirements of 18 C.F.R. 250.16(b).

22.2 Transporter does not share any operating personnel involved in the sales, transportation, marketing or gas acquisition function with any affiliated marketing entity. Transporter will refile the necessary tariff sheet(s) with the FERC to update this subsection (a) on a quarterly basis, if any changes occur.

22.3 Procedures used to address and resolve complaints by existing and potential shippers. In the event that Shipper has a concern relating to any request for transportation service or any ongoing transportation service, Shipper may request an inquiry form, an example of which is set forth in this tariff at Sheet No. 60. Shipper shall complete the inquiry form and return it to:

WestGas InterState, Inc.  
c/o Director, Marketing and Transportation  
1225 17th Street, Suite 1100  
Denver, CO 80202

*Effective Date: 11/01/1995 Status: Effective*  
*FERC Docket: RP95-437-000*

**First Revised Sheet No. 59** First Revised Sheet No. 59 : Effective  
Superseding: Original Sheet No. 59

GENERAL TERMS AND CONDITIONS  
(Continued)

Transporter shall inform Shipper within 48 hours that the inquiry has been received and inform Shipper of Transporter's initial reaction to the inquiry and proposed course of action. Transporter shall respond in writing within 30 days of inquiry. Said response shall include the Transporter's findings regarding the basis of the complaint and proposed recourse. Each inquiry will be noted on the transportation request log. Each inquiry shall be investigated, and Transporter shall inform Shipper in writing of the action, if any, taken in response to Shipper's inquiry. Transporter shall maintain a separate file for all shipper inquiries and Transporter's responses.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 60** Original Sheet No. 60 : Effective

GENERAL TERMS AND CONDITIONS

Shipper Inquiry Form

Name of Inquirer

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Identification of contract  
under question

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Designation of time period  
involved

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Nature of inquiry or  
complaint

---

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Signature

---

Title

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*Effective Date: 09/01/1993 Status: Effective*

*FERC Docket: RS92- 89-002*

**Original Sheet No. 61-64** Original Sheet No. 61-64 : Effective

GENERAL TERMS AND CONDITIONS

Sheet Nos. 61-64 are reserved for future use

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM

23.1 PURPOSE - This Section 23 sets forth the specific terms and conditions applicable to the implementation by Transporter of a Capacity Release Program on its interstate pipeline system.

23.2 (a) Applicability - This Section 23 is applicable to any Shipper who has a Part 284 Transportation Service Agreement under Rate Schedule FT contained in this Volume No. 1 Tariff or an Acquired Capacity Agreement and who elects to release, subject to the Capacity Release Program set forth herein, all or a portion of its firm transportation rights. Shipper shall have the right to release any portion of the firm capacity rights held under a Transportation Service Agreement or an Acquired Capacity Agreement.

(b) Maximum Rate Ceiling. The maximum rate ceiling does not apply to capacity release transactions with a term of one year or less if the release is to take effect on or before one year from the date Transporter receives notice of the release in accordance with Section 23.4. The maximum rate ceiling also does not apply to payments or other consideration exchanged in capacity release transactions in a release to an asset manager, as defined in Section 284.8(h)(3) of the FERC's regulations, 18 C.F.R. § 284.8(h)(3).

(c) Rollover Prohibition. A prearranged release of capacity of 31 days or less, except for a release to an asset manager, as defined in Section 284.8(h)(3) of the FERC's regulations, 18 C.F.R. § 284.8(h)(3) or to a marketer participating in a state-regulated retail access program, as defined in Section 284.8(h)(4) of the FERC's regulations, 18 C.F.R. § 284.8(h)(4), may not roll over or extend without complying with Section 23.4 and 23.8.

23.3 DEFINITIONS - For purposes of this Section 23, the following definitions shall apply:

(a) Acquired Capacity Agreement - an agreement between Transporter and the Acquiring Shipper setting forth rate(s) and the terms and conditions of service for using capacity rights acquired pursuant to this Section 23, in the form contained

GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)  
23.3 DEFINITIONS (Continued)

in Section 23.24 of this Volume No. 1 Tariff, as in effect from time to time.

(b) Acquiring Shipper - any Shipper who acquires released capacity rights from a Releasing Shipper.

(c) Bidding Shipper - any Shipper who is qualified pursuant to Section 23.21, to bid for capacity posted on Transporter's Electronic Bulletin Board, including an Acquiring Shipper who is a party to a pre-arranged release.

(d) Firm Recallable Capacity - firm capacity released subject to the Releasing Shipper's right to recall such capacity during the term and conditions of the release.

(e) Releasing Shipper - any Shipper holding firm capacity rights under a Part 284 Transportation Service Agreement under Rate Schedule FT or an Acquired Capacity Agreement who desires to release or re-release such firm capacity rights to another Shipper pursuant to this Section 23.

23.4 NOTICE BY SHIPPER ELECTING TO RELEASE CAPACITY

A Releasing Shipper shall deliver a notice to Transporter for posting on Transporter's Electronic Bulletin Board that it elects to release firm capacity. The notice shall be delivered to Transporter no later than 10:00 a.m. M.S.T. and shall set forth:

(a) Releasing Shipper's legal name, contract number, and the name and title of the individual responsible for authorizing the release of capacity;

(b) the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth/d;

(c) the receipt and delivery point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at each such point;

(d) Whether capacity will be released on a firm or firm recallable and reputable (released back to)

GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.4 NOTICE BY SHIPPER ELECTING TO RELEASE CAPACITY -  
(Continued)

basis and, if on a firm recallable and reputable basis, the terms on which the capacity can be recalled, which terms must be objectively stated, nondiscriminatory, and applicable to all bidders; and the terms under which the recalled capacity may be relet to the Replacement Shipper. Relet method and rights should be specified at the time of the deal. Relet method and rights are individually negotiated between the releasing shipper and replacement shipper.

(e) the requested effective date and the term of the release;

(f) the applicable maximum rate, if any;

(g) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (e) above, and, if so, the minimum acceptable period of release.

(h) whether the Releasing Shipper desires bids in dollars or as a percentage of Transporter's maximum reservation charge applicable to the capacity to be released under this Volume No. 1 Tariff as in effect from time to time;

(i) whether the Releasing Shipper is willing to consider releasing capacity at a rate lower than the maximum reservation charge applicable to the capacity to be released and shown on Transporter's Statement of Rates applicable to the Releasing Shipper's Transportation Service Agreement or Acquired Capacity Agreement;

(j) whether the Releasing Shipper wants Transporter to market its released capacity in accordance with Section 23.18;

(k) the date and time the open season ends;

(l) any other applicable, objective, non-discriminatory conditions, including but not

GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.4 NOTICE BY SHIPPER ELECTING TO RELEASE CAPACITY -  
(Continued)

limited to conditions relating to bid evaluation by  
Transporter;

(m) the method by which tie bids will be broken by  
Transporter; and,

(n) the date and time the notice was submitted to  
Transporter for posting on the Electronic Bulletin  
Board.

(o) Transportation service providers should  
support the function of reuputting by releasing  
shippers.

(p) Releasing Shipper may not specify an extension  
of the original bid period or the pre-arranged deal  
match period, without submitting notice of a new  
release, except for a release to an asset manager,  
as defined in Section 284.8(h)(3) of the FERC's  
regulations, 18 C.F.R. § 284.8(h)(3), or to a  
marketer participating in a state-regulated retail  
access program, as defined in Section 284.8(h)(4)  
of the FERC's regulations, 18 C.F.R. § 284.8(h)(4).

(q) For purposes of bidding and awarding,  
maximum/minimum rates specified by the Releasing  
Shipper shall include the tariff reservation rate  
and all demand surcharges as a total number or as  
stated separately.

If the terms and conditions of any release of capacity  
are, in Transporter's judgment, operationally  
infeasible or inconsistent with the provisions of this  
Volume No. 1 Tariff as in effect from time to time,  
Transporter shall notify the Releasing Shipper in  
writing of such operational constraints which renders  
the release operationally infeasible. Such  
operational notices will be posted on the Electronic  
Bulletin Board within forty-eight (48) hours of  
providing notice to the Releasing Shipper.

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**Second Revised Sheet No. 68** Second Revised Sheet No. 68  
Superseding: First Revised Sheet No. 68

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.5 NOTICE OF PRE-ARRANGED RELEASE - The Releasing Shipper shall deliver a notice to Transporter for posting on Transporter's Electronic Bulletin Board of a pre-arranged release. The notice shall set forth:

- (a) the Releasing Shipper's legal name, contract number, and the name and title of the individual responsible for authorizing the release of capacity;
- (b) the legal name of the Bidding Shipper who is a party to the pre-arranged release;
- (c) the firm daily capacity to be released, stated in Dth/d;
- (d) the receipt and delivery point(s) at which the Releasing Shipper will release capacity and the volume of such firm capacity to be released at each such point;
- (e) whether capacity will be released on a firm or firm recallable basis and, if on a firm recallable basis, the objective, non-discriminatory terms on which the capacity can be recalled;
- (f) the requested effective date and the term of the release;
- (g) the reservation charge the Bidding Shipper has agreed to pay for the released capacity;
- (h) the objective, non-discriminatory evaluation process that will be utilized by Transporter in evaluating any competing bids;
- (i) whether the rate is expressed as a percentage of Transporter's maximum reservation charge or in dollars;
- (j) the maximum reservation charge (including reservation surcharges) applicable to the capacity being released, if any;

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**Fourth Revised Sheet No. 69** Fourth Revised Sheet No. 69  
Superseding: Third Revised Sheet No. 69

GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.5 NOTICE OF PRE-ARRANGED RELEASE - (Continued)

(k) the date and time the open season ends, if applicable;

(l) the date and time the notice was provided to Transporter; and,

(m) any other applicable, objective, non-discriminatory conditions, including but not limited to conditions relating to bid evaluations by Transporter.

(n) for purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges as a total number or as stated separately.

(o) whether or not the Bidding Shipper is an asset manager, as defined in Section 284.8(h) (3) of the FERC's regulations, 18 C.F.R. § 284.8(h) (3).

(p) whether or not the Bidding Shipper is a marketer participating in a state-regulated retail access program, as defined in Section 284.8(h) (4) of the FERC's regulations, 18 C.F.R. § 284.8(h) (4).

23.6 TERM OF RELEASED CAPACITY

(a) The term of any release or releases of firm capacity shall not exceed the term of the Transportation Service Agreement or Acquired Capacity Agreement under which the release occurs.

(i) For biddable releases (one (1) year or less):

(1) Offers should be tendered by 12:00 p.m on a Business Day;

(2) Open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which

GENERAL TERMS AND CONDITIONS  
(Continued)

the contingency is eliminated,  
determination of best bid is made, and  
ties are broken);

(3) Evaluation period ends and award  
posting if no match required at 2:00 p.m.;

(4) Match or award is communicated by  
2:00 p.m.;

(5) Match response by 2:30 p.m.;

(6) Where match required, award posting  
by 3:00 p.m.; and,

(7) Contract issued within one hour of  
award posting (with a new contract  
number when applicable); nomination  
possible beginning at next available  
nomination cycle for the effective date  
of the contract (CCT).

(ii) For biddable releases (more than one (1)  
year):

(1) Offers should be tendered by 12:00  
p.m. four business days before the award;

(2) Open season ends no later than 1:00  
p.m. on the Business Day before timely  
nominations are due (open season is  
three Business Days);

(3) Evaluation period begins at 1:00  
p.m. during which contingency is  
eliminated, determination of best bid is  
made, and ties are broken;

(4) Evaluation period ends and award  
posting if no match required at 2:00  
p.m.;

(5) Match or award is communicated by  
2:00 p.m.;

(6) Match response by 2:30 p.m.;



GENERAL TERMS AND CONDITIONS  
(Continued)

(7) Where match required, award posting by 3:00 p.m.: and,

(8) Contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

(iii) For non-biddable releases:

(1) Timely Cycle: (a) posting of pre-arranged deals not subject to bid are due by 10:30 a.m.;

(b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

(2) Evening Cycle: (a) posting of pre-arranged deals not subject to bid are due by 5:00 p.m.;

(b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

(3) Intraday 1 Cycle: (a) posting of pre-arranged deals not subject to bid are due by 9:00 a.m.;

(b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

(4) Intraday 2 Cycle: (a) posting of pre-arranged deals not subject to bid are due by 4:00 p.m.;

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**Second Revised Sheet No. 70** Second Revised Sheet No. 70  
Superseding: First Revised Sheet No. 70

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(Continued)

(b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

(b) Permanent releases of capacity shall be subject to the following provisions:

(i) Any permanent release under this Section shall require the Releasing Shipper to pay an exit fee which shall be the net present value of all demand and capacity charges payable to Transporter by Releasing Shipper over the remaining life of the Applicable Transportation Service Agreement, if the accepted bid price and/or contract term of the Acquired Capacity Agreement would require Transporter to forego future revenues. The Transporter by Releasing Shipper over the remaining life of the Applicable Transportation Service Agreement, if the accepted bid price and/or contract term of the Acquired Capacity Agreement would require Transporter to forego future revenues. The exit fee will not apply if the accepted bid price the Acquiring Shipper is willing to pay is the maximum contract rate set forth in the Releasing Shipper's Transportation Service Agreement for the maximum contract volumes and for a term which is at least as long as the remaining unexpired term under the Releasing Shipper's contract.

(ii) Acquiring Shipper and Transporter shall execute an Acquired Capacity Agreement prior to the commencement of service which confirms the terms of the accepted transaction for the permanent release of capacity.

(iii) Effective with implementation of service under the newly executed Acquired Capacity Agreement, Releasing Shipper's Transportation Service Agreement shall be deemed terminated and Releasing Shipper shall have no further obligations to Transporter with respect to the released capacity.

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.7 AVAILABILITY OF RELEASED CAPACITY - Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or pre-arrangement in accordance with the procedures described in Sections 23.8 and 23.10 below.

23.8 OPEN SEASON - The term of any open season to be held as a consequence of the posting of a Releasing Shipper's notice of its election to release capacity in accordance with Sections 23.4 or 23.5 hereof shall be as specified, herein. No open season shall be required for the following transactions: (1) a pre arranged release that is for more than one year at the maximum reservation charge applicable to the rate schedule pursuant to which capacity is released under this Volume No. 1 Tariff as in effect from time to time and which meet all terms and conditions of the release posted for the Releasing Shipper; (2) a pre-arranged release for a term of thirty-one (31) days or less; (3) a release of capacity to an asset manager, as defined in Section 284.8(h)(3) of the FERC's regulations, 18 C.F.R. § 284.8(h)(3); and (4) a release of capacity to a marketer participating in a state-regulated retail access program, as defined in Section 284.8(h)(4) of the FERC's regulations, 18 C.F.R. § 284.8(h)(4). With respect to a pre-arranged release which is not subject to an open season, the Releasing Shipper shall provide Transporter notice of such release as soon as possible, but not later than the first nomination, after the release transaction commences. For pre-arranged releases for a term of thirty-one (31) days or less, Releasing Shipper may not re-release such capacity to the same Acquiring Shipper until twenty-eight (28) days after the first release period has ended, unless the capacity is awarded to the Acquiring Shipper pursuant to an open season or the release qualifies as a transaction under (1), (3) or (4) identified in this paragraph above. All other releases shall be subject to an open season requirement in accordance with the following criteria:

- (a) For releases (1) that are for a term less than one (1) calendar month, (2) that are to commence on the first day of a calendar month, and (3) that

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.8 OPEN SEASON - (Continued)

involve no Pre-arranged Acquiring Shipper, the following procedures shall apply:

The Releasing Shipper shall provide notice to Transporter, pursuant to Section 23.4 above, of the capacity it desires to release for bid. Any such notice shall be delivered to Transporter no later than 10:00 a.m. M.S.T., whereupon Transporter shall post the request for release to the Electronic Bulletin Board by 12:00 p.m. M.S.T. the same day. Bids may be submitted to Transporter and posted by Transporter on the Electronic Bulletin Board until 3:00 p.m. M.S.T. on the day the request for release was posted. Within 24 hours from the time the bid is submitted to Transporter and posted on the EBB, Transporter, subject to the provisions of Section 23.10 below, will post to its Electronic Bulletin Board the accepted Acquiring Shipper and accepted bid price and term for the released capacity, if any.

(b) For releases that are (1) for a term less than one (1) calendar month, (2) that are to begin after the first day of a calendar month, and (3) not involving a pre-arranged Acquiring Shipper, the following procedures shall apply:

The Releasing Shipper shall provide notice to Transporter, pursuant to Section 23.4 above, of the capacity it desires to release for bid. Any such notice shall be delivered to Transporter no later than 10:00 a.m. M.S.T., whereupon Transporter shall post the request for release to the Electronic Bulletin Board by 12:00 p.m. M.S.T. the same day. Bids may be submitted to Transporter and posted by Transporter on the Electronic Bulletin Board until 3:00 p.m. M.S.T. on the day the request for release was posted. Within 24 hours from the time the bid is submitted to Transporter and posted on the EBB, Transporter, subject to the provisions of Section 23.10 below, will post to its Electronic Bulletin Board the accepted Acquiring Shipper and accepted bid price and term for the released capacity, if any.

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**Second Revised Sheet No. 73** Second Revised Sheet No. 73  
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(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.8 OPEN SEASON - (Continued)

(c) For releases that are for one (1) calendar month or longer, the following posting procedures shall apply:

The Releasing Shipper shall provide notice to transporter, pursuant to Sections 23.4 and 23.5 above, of the capacity it desires to release for bid. Any such notice shall be delivered to Transporter no later than 12:00 a.m. C.C.T seven (7) business days prior to the day on which the release is to begin. Transporter will post all such requests for release to its Electronic Bulletin Board by 12:00 p.m. C.C.T. on the same day the notice is received. Unless otherwise specified by the Releasing Shipper in its notice, there shall be a minimum bid period of four (4) calendar days during which bids may be submitted to Transporter and posted on Transporter's Electronic Bulletin Board. No later than one (1) business day after the close of the applicable bid period, Transporter will notify any pre-arranged Acquiring Shipper of any competing bid. Any pre-arranged Acquiring Shipper will have until twenty-four (24) hours from receipt of such notification to match the highest bid received, pursuant to the provision of Section 23.10(c) below. Within twenty-four (24) hours thereafter, Transporter, subject to the provisions of Section 23.10 below, shall post to its Electronic Bulletin Board the accepted Acquiring Shipper and the accepted bid price and term for the released capacity, if any.

(d) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges as a total number or as stated separately.

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**Second Revised Sheet No. 74** Second Revised Sheet No. 74  
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GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.9 BIDS FOR RELEASED CAPACITY -A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via phone, fax or electronic mail at the e-mail address reflected on Transporter's Electronic Bulletin Board. Bids and Offers must be complete before being posted. Only posted Bids and Offers shall be available electronically.

(a) Each bid for released capacity must include the following:

(i) Bidding Shipper's legal name, address, and the name and title of the individual responsible for authorizing the bid, provided, however that such information shall not be required to be posted on the Electronic Bulletin Board;

(ii) the term of the proposed acquisition;

(iii) the maximum reservation charge Bidding Shipper is willing to pay for the capacity;

(iv) the delivery and receipt points;

(v) the volume in Dth by delivery and receipt points desired; and,

(vi) all other information requested by the releasing Shipper in its notice of the release.

(b) Bids may be submitted at receipt and delivery points within the posted receipt point and delivery point corridor, subject to the condition that the gas flow will be in the same direction that existed prior to the release of the capacity. Transporter shall make available to Acquiring Shipper any requested capacity or gas flows which differ from available posted capacity if such capacity exists and is operationally feasible on the system.

GENERAL TERMS AND CONDITIONS  
(Continued)

23. CAPACITY RELEASE PROGRAM (Continued)

23.9 BIDS FOR RELEASED CAPACITY - (Continued)

(c) Any bid received by Transporter during the open season shall be binding on the Bidding Shipper if not withdrawn prior to the close of the open season. If a Bidding Shipper withdraws a bid as provided herein, that Bidding Shipper shall not be entitled to resubmit a bid during the open season unless the bid offers the same or higher rate than that offered in the original bid. Bids for released capacity shall be binding until written notice of withdrawal is received by Transporter

(d) A Bidding Shipper may not bid a reservation charge less than the minimum reservation charge nor more than the maximum reservation charge specified by this Volume No. 1 Tariff as in effect from time to time (except the maximum rate ceiling does not apply to capacity release transactions of one year or less if the release is to take effect on or before one year from the date Transporter receives notice of the release in accordance with Section 23.4), nor may the volume or the term of the release of such bid exceed the maximum volume or term specified by the Releasing Shipper

(e) If any bid contains conditions, such conditions must either be satisfied or removed prior to the close of the specified bid period. If the contingency is not satisfied or removed by the end of the bid period, the bid will be deemed to be a non-qualifying bid.

(f) The Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. Offers for released capacity shall be binding until written notice of withdrawal is received by Transporter.

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.10 AWARDING OF RELEASED CAPACITY - Released capacity shall be awarded pursuant to the objective, non-discriminatory evaluation methodology established by the Releasing Shipper pursuant to Sections 23.4 and 23.5 above. If the Releasing Shipper's notice of released capacity does not specify such a bid evaluation methodology, released capacity shall be awarded by Transporter in the following manner:

(a) If Bidding Shipper submits a bid to acquire the released capacity at the maximum reservation rate for a term of more than one year and agrees to all terms and conditions specified in the Releasing Shipper's notice of release, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be entitled to reject such bid. If more than one such bid is received, the capacity shall be awarded as set forth in Section 23.10(c) hereof. The Releasing Shipper shall not be entitled to reject any bid so selected.

(b) If no bid is received that conforms completely to the rate(s) and all the terms and conditions specified in the Releasing Shipper's notice submitted pursuant to Sections 23.4 and 23.5 above, then the Transporter shall be responsible, within the time periods set forth in Section 23.8 above, for selecting the Bidding Shipper(s) who offer(s) the highest bid. The highest bid shall be based on the net present value of the reservation charge and the term of service, not to exceed the unexpired term of the Releasing Shipper's Transportation Service Agreement. Transporter shall use the rate of return on equity in Transporter's then-effective rates in the net present value computation. However, if any bid contains conditions, such conditions must either be satisfied or removed prior to the close of the specified bid period. If the contingency is not



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FERC Docket: RP09-342-000

**First Revised Sheet No. 77** First Revised Sheet No. 77  
Superseding: Original Sheet No. 77

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.10 AWARDING OF RELEASED CAPACITY (Continued)

satisfied or removed by the end of the bid period, the bid will be deemed to be a non-qualifying bid.

(c) If there are two or more bids of equal value received which conform to the reservation charge and all the terms and conditions specified in the Releasing Shipper's notice, released capacity will be awarded by Transporter as follows:

(i) If more than one person offers the highest rate and meets the terms and conditions of the release, released capacity will be given to the Bidder delivering the request to Transporter on the earliest day of the bid period (date received by Transporter). Bids submitted to Transporter and posted on the Electronic Bulletin Board for released capacity will be time-stamped on the Electronic Bulletin Board.

(ii) Released capacity will be allocated by lottery among the Bidding Shippers in the event requests are received on the same day and time; provided, however, if one of the bids is submitted by a Bidding Shipper designated in a pre-arranged release under Section 23.5 above, the capacity will be allocated to that designated Bidding Shipper. The lottery will consist of asking each affected Bidding Shipper to select a number between one and one-thousand. After each Bidding Shipper has selected a number, a random number generator will choose the winning number. The Bidding Shipper

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.10 AWARDING OF RELEASED CAPACITY (Continued)

closest to the winning number, either over or under, will win the lottery. In case of a tie, the procedure will be repeated. Any such lottery will be held within three (3) business days after the close of the open season and upon no less than one (1) business days' notice.

(d) If the bid identified in a pre-arranged release is for less than the applicable maximum rate(s) or maximum term and a better offer is received during the open season, the pre-arranged Bidding Shipper shall have the time specified in Section 23.8 above to match that offer. If the pre-arranged Bidding Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer shall become the Acquiring Shipper.

(e) A Releasing Shipper shall retain all of the capacity under the executed Transportation Service Agreement or Acquired Capacity Agreement that is not acquired by an Acquiring Shipper as the result of an open season or a pre-arranged release.

23.11 EXECUTION OF AGREEMENTS OR AMENDMENTS - The Acquiring Shipper obtaining released capacity shall execute a Capacity Agreement with Transporter in the form set forth in Section 23.24 which will be provided on Transporter's Electronic Bulletin Board system. Service can begin once the Agreement on the Electronic Bulletin Board has been executed. A formal Capacity Agreement will be sent to the Acquiring Shipper within five (5) business days of the Execution of the Capacity Agreement on the Electronic Bulletin Board. The formal Capacity Agreement shall be signed and returned to Transporter within ten (10) business days after receipt by Acquiring Shipper.

Effective Date: 03/06/2009 Status: Effective  
FERC Docket: RP09-342-000

**First Revised Sheet No. 79** First Revised Sheet No. 79  
Superseding: Original Sheet No. 79

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.12 NOTICE OF COMPLETED TRANSACTIONS - Within five (5) business days after capacity has been awarded pursuant to Section 23.10, Transporter shall post the following information regarding each transaction on its Electronic Bulletin Board for a period of five (5) business days:

- (a) term;
- (b) reservation charge as bid;
- (c) receipt and delivery points;
- (d) volume in Dth by receipt and delivery points;
- (e) whether the capacity is firm or firm recallable;
- (f) the names of the Releasing Shipper and the Acquiring Shipper; and
- (g) whether the Acquiring Shipper is an affiliate of the Releasing Shipper or Transporter.

23.13 EFFECTIVE DATE OF RELEASE AND ACQUISITION - The effective date of the release by a Releasing Shipper and acquisition by an Acquiring Shipper shall be on the date so designated in the Acquired Capacity Agreement or Transportation Service Agreement referenced in Section 23.11 above.

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.14 NOTICE BY TRANSPORTER OF UNCOMMITTED CAPACITY - In the event Transporter determines that it has any uncommitted capacity on its system, Transporter shall post on its Electronic Bulletin Board a notice of the operationally available capacity, setting forth the same information as prescribed in Section 23.4 or Section 23.5, as applicable, and the capacity shall be awarded using the procedures specified by Sections 23.8 and 23.10; provided, however, that Transporter shall not be obligated to accept any bid for uncommitted capacity that is for less than the maximum reservation charge specified in this Volume No. 1 Tariff as in effect from time to time.

23.15 NOTICE OF OFFER TO PURCHASE CAPACITY - In the event a party desires to purchase capacity on Transporter's system, the offering party shall submit such offer to Transporter and Transporter will promptly post such offer on the Electronic Bulletin Board for the offering party. The offering party shall furnish all data for posting which it deems appropriate but at a minimum such data shall include the following:

- (i) offering party's legal name, address, and person to contact for additional information;
- (ii) the term of the proposed purchase;
- (iii) the maximum reservation charge the party is willing to pay for the capacity;
- (iv) the volume desired by receipt and delivery points; and
- (v) the receipt and delivery points.

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.16 RATES - The reservation charge for any released firm capacity shall be the reservation charge bid by the Acquiring Shipper, but in no event shall such reservation charge be less than Transporter's minimum or more than Transporter's maximum reservation charge under the applicable rate schedule as in effect from time to time (except the maximum rate ceiling does not apply to capacity release transactions of one year or less). In addition, Acquiring Shipper shall pay the maximum usage charge as well as all other applicable charges and surcharges for the service applicable to the usage charge.

23.17 This section is reserved for future use.

23.18 MARKETING FEE - When a Releasing Shipper requests that Transporter actively market the capacity to be released, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and specify the marketing fee to be charged.

23.19 BILLING - Transporter shall bill the Acquiring Shipper the rate(s) specified in the Acquired Capacity Agreement or the Transportation Service Agreement as applicable under Section 23.11, as well as any other applicable charges to usage including any penalties. The Acquiring Shipper shall pay the billed amounts directly to Transporter. The Releasing Shipper shall be entitled to concurrent conditional credit for the payment of a reservation charge due from the Acquiring Shipper.

The Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 23.18. An Acquiring Shipper who re-releases acquired capacity shall pay to Transporter a marketing fee, if applicable. If an Acquiring Shipper does not

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.19 BILLING - (Continued)

make payment to Transporter of the reservation portion of the charges due as set forth in Section 10 of this Volume No. 1 Tariff, Transporter shall notify the Releasing Shipper of the amount due, including all applicable late charges authorized by Section 10.5 of this Tariff, and such amount shall be paid by the Releasing Shipper. All payments received from an Acquiring Shipper shall first be applied to the reservation charge, including associated late charges on the non-payment of reservation charges, then to the usage charge, then to late charges other than those related to the non-payment of reservation charges, and then to penalties.

23.20 NOMINATIONS AND SCHEDULING - An Acquiring Shipper shall nominate and schedule natural gas for transportation service hereunder directly with Transporter in accordance with the applicable procedures set forth in this Volume No. 1 Tariff as in effect from time to time. The Releasing Shipper shall give Transporter and the Acquiring Shipper(s) notice of any recall no later than twenty-four (24) hours prior to the day on which the recall is to take effect. The Releasing Shipper in returning recalled capacity to the Acquiring Shipper(s) shall give Transporter and such Acquiring Shipper(s) twenty-four (24) hour notice prior to the day on which the capacity is to revert to the Acquiring Shipper(s).

23.21 QUALIFICATION FOR PARTICIPATION IN THE CAPACITY RELEASE PROGRAM - Any Shipper wishing to become a Bidding Shipper must satisfy the creditworthiness requirements of Transporter's Volume No. 1 Tariff as in effect from time to time by pre-qualifying prior to submitting a bid for capacity. A Shipper cannot bid for services which exceed its qualified level of creditworthiness. Notwithstanding such qualification to participate in the open season, Transporter does not guarantee the payment of any outstanding amounts by an Acquiring Shipper.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 89-002

**Original Sheet No. 83** Original Sheet No. 83 : Effective

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.22 COMPLIANCE BY ACQUIRING SHIPPER - By acquiring released capacity, an Acquiring Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release program and all applicable Commission orders and regulations, including Part 284 thereof. Such Acquiring Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Volume No. 1 Tariff as in effect from time to time, as well as the terms and conditions of the Acquired Capacity Agreement.

23.23 OBLIGATIONS OF RELEASING SHIPPER - The Releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released capacity up to the maximum reservation charge specified in such Releasing Shipper's Transportation Service Agreement or Acquired Capacity Agreement. Re-releases by an Acquiring Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligation under this section.

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.24 ACQUIRED CAPACITY AGREEMENT -

Acquired Capacity Agreement  
WestGas InterState, Inc.

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between WESTGAS INTERSTATE, INC., a Colorado corporation, hereinafter referred to as "WestGas InterState," and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Acquiring Shipper."

WHEREAS, WestGas InterState and \_\_\_\_\_ are parties to a \_\_\_\_\_ Agreement under Rate Schedule \_\_\_\_\_ contained in WestGas InterState's FERC Gas Tariff, First Revised Volume No. 1, dated \_\_\_\_\_ (contract code);

WHEREAS, Acquiring Shipper desires to acquire all or a portion of the firm capacity rights to be released from said \_\_\_\_\_ Agreement.

NOW THEREFORE, in consideration of the promises and premises hereinafter set forth, effective the date hereof WestGas InterState and Acquiring Shipper agree as follows:

1. Acquiring Shipper agrees to comply with the terms and conditions of WestGas InterState's certificate of public convenience and necessity issued by the Commission authorizing WestGas InterState's Capacity Release Program and with Section 23 of the General Terms and Conditions contained in WestGas InterState's Volume No. 1 Tariff. In addition, Acquiring Shipper agrees to comply with all other terms and conditions of said Volume No. 1 Tariff as in effect from time to time as well as the terms and conditions set forth herein.

2. The following capacity rights, which are released through the Capacity Release Program, are acquired at the receipt Point(s) and Delivery Point(s) designated below:



Effective Date: 03/06/2009 Status: Effective  
FERC Docket: RP09-342-000

**First Revised Sheet No. 85** First Revised Sheet No. 85  
Superseding: Original Sheet No. 85

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.24 ACQUIRED CAPACITY AGREEMENT (Continued)

RECEIPT POINT(S): Those Receipt Point(s)  
set forth in the Agreement.

DELIVERY POINT(S):

Contract Volume \_\_\_\_\_ Dth

3. Capacity acquired hereunder is released through  
the Capacity Release Program on a (firm or firm  
recallable) basis.

(If applicable, the conditions on which the  
capacity is recallable shall be set forth herein.)

4. For capacity acquired hereunder, Acquiring  
Shipper shall pay WestGas InterState each month  
the charges set forth below:

\_\_\_\_\_.

5. This Agreement shall become effective on  
\_\_\_\_\_ and continue in full force and  
effect through\_\_\_\_\_.

6. Other terms:

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

Effective Date: 03/06/2009 Status: Effective  
FERC Docket: RP09-342-000

**Second Revised Sheet No. 86** Second Revised Sheet No. 86  
Superseding: First Revised Sheet No. 86

GENERAL TERMS AND CONDITIONS

23. CAPACITY RELEASE PROGRAM (Continued)

23.24 ACQUIRED CAPACITY AGREEMENT (Continued)

Acquiring Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WestGas InterState, Inc.  
550 15th Street, Suite 900  
Denver, CO 80202  
Attention: Vice President

Notices regarding recall rights shall also be delivered by telephone, facsimile, or WestGas InterState's electronic system.

8. Acquiring Shipper hereby certifies that it has or will have title to the gas delivered to WestGas InterState for transportation and has entered into or will enter into arrangements necessary to assure all upstream and downstream transportation will be in place prior to commencement of service.

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

WestGas InterState, Inc.

By: \_\_\_\_\_

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

Attest:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Attest:

By: \_\_\_\_\_

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

Effective Date: 04/01/2003 Status: Effective  
FERC Docket: RP00-545-001

**First Revised Sheet No. 87** First Revised Sheet No. 87 : Effective  
Superseding: Original Sheet No. 87

GENERAL TERMS AND CONDITIONS

24. RECEIPT POINT FLEXIBILITY

Transporter will allow amendments to receipt points designated in Transportation Service Agreements under this rate schedule. Any Shipper who wishes to amend the receipt points named in its Transportation Service Agreement shall submit to Transporter an executed amendment which implements a revised Exhibit A. Nominations for interruptible service will be honored at such receipt points consistent with established priorities. A Shipper may nominate quantities at any receipt point up to its maximum daily quantity. Total volumes nominated for all receipt points may exceed a firm Shipper's maximum daily quantity only to the extent Shipper has segmented its flow path by nominating to multiple receipt and delivery points and the total quantity nominated on any segment (i.e., between any receipt point and any delivery point) does not exceed the Shipper's maximum daily quantity.

25. DELIVERY POINT FLEXIBILITY

Transporter will allow amendments to delivery points designated in Transportation Service Agreements under this rate schedule. Any Shipper who wishes to amend the delivery points named in its Transportation Service Agreement shall submit to Transporter an executed amendment which implements a revised Exhibit A. Nominations for interruptible service will be honored at such delivery points consistent with established priorities. A Shipper may nominate quantities at any delivery point up to its maximum daily quantity. Total volumes nominated for all delivery points may exceed a firm Shipper's maximum daily quantity only to the extent Shipper has segmented its flow path by nominating to multiple receipt and delivery points and the total quantity nominated on any segment (i.e., between any receipt point and any delivery point) does not exceed the Shipper's maximum daily quantity.

26. RIGHT-OF-FIRST-REFUSAL

26.1 PURPOSE - This Section 26 sets forth the specific terms and conditions applicable to the implementation by Transporter of its Right-of-First-Refusal Program.

Effective Date: 04/01/2003 Status: Effective  
FERC Docket: RP00-545-001

**First Revised Sheet No. 88** First Revised Sheet No. 88 : Effective  
Superseding: Original Sheet No. 88

GENERAL TERMS AND CONDITIONS

26. RIGHT-OF-FIRST-REFUSAL (Continued)

26.2 APPLICABILITY - This Section 26 is applicable to any Shipper with a Transportation Service Agreement of one (1) year or longer, that does not contain an "evergreen" clause. For firm Transportation Service Agreements which contain an "evergreen" provision, Shipper's right to continued service shall be governed by the terms of the "evergreen" provision. Any capacity which becomes available under an agreement not containing an "evergreen" provision shall be posted in the manner set forth in Section 26.3 below.

26.3 NOTICE BY SHIPPER - As provided herein, Shipper shall notify Transporter of its intention to extend the terms of the existing agreement or to allow the agreement to expire. For firm agreements of three (3) years or less, such notice shall be received by Transporter on or before six (6) months prior to the expiration date of the agreement (Notice Period) or such other Notice Period as may be provided for in the agreement. For firm agreements greater than three (3) years in term, notice shall be received by Transporter on or before twelve (12) months prior to the expiration date of the agreement (Notice Period) or such other Notice Period as may be provided for in the agreement. Shipper's notice shall set forth the rate and term at which Shipper proposes to extend the agreement. If Shipper fails to provide the required notice, Shipper's rights to capacity under the Agreement shall terminate upon the expiration date of the agreement as provided herein.

26.4 AVAILABILITY OF CAPACITY - Beginning not less than thirty (30) business days after the receipt of Shipper's required notice, and continuing for thirty (30) days (Bid Period), Transporter shall post on its Electronic Bulletin Board notice of the capacity which is available as a result of the expiring agreement. Any party may submit a bid for the subject capacity during the Bid Period. In soliciting bids for the available capacity, WestGas InterState shall post the terms and condition of the available capacity under the expiring contract as follows:

- (a) firm daily quantities stated in Mcf/d;

GENERAL TERMS AND CONDITIONS  
(Continued)

26. RIGHT-OF-FIRST-REFUSAL (Continued)

26.4 AVAILABILITY OF CAPACITY - (Continued)

- (b) the receipt and delivery point(s) at which capacity is available;
- (c) the effective date; and
- (d) the maximum applicable rate for the same class of service (i.e., Reservation charge and Usage charge applicable to each delivery point).
- (e) Transporter shall provide, upon request, operationally available capacity separate from unsubscribed capacity.

26.5 NOTIFICATION - Ten (10) business days after the close of the Bid Period, Transporter shall notify the existing shipper of any offers deemed superior to the Shipper's proposed terms of extension based on the net present value of the reservation charge to be paid under such bids and the proposed term, discounted at Transporter's then effective rate of return on equity. The term of any competing offer shall be capped at twenty (20) years for comparison purposes. If a superior offer is not received, and if Shipper agrees to pay the maximum applicable rate for the same class of service (i.e. reservation charge and usage charge applicable to each delivery point), Shipper's offer will be accepted by Transporter without further conditions. If a superior offer is received, Shipper must notify Transporter within ten (10) business days after notification from Transporter of Shipper's intent to match the highest competing offer and a new firm Transportation Service Agreement shall be executed. If Shipper fails to provide such notification within the required time, Transporter shall be free to enter into a Transportation Service Agreement with the highest bidder.

26.6 BIDS FOR CAPACITY - Potential Shippers desiring to acquire available capacity shall notify Transporter via its Electronic Bulletin Board. A potential Shipper's bid for capacity must include the following:

- (a) the potential shipper's legal name and, if applicable, the contract number(s) under which it desires to acquire capacity;
- (b) the delivery and receipt point(s)

GENERAL TERMS AND CONDITIONS

26. RIGHT-OF-FIRST-REFUSAL (Continued)

26.6 BIDS FOR CAPACITY - (Continued)

(c) the term; and

(d) the maximum rate the potential shipper is willing to pay.

Any potential shipper desiring to obtain capacity must satisfy all applicable provisions of this tariff.

26.7 RATE - Transporter shall not be obligated to accept any offer for capacity at less than the maximum tariff rate for the same class of service.

26.8 CONTINUED SERVICE - If the existing Shipper declines to match a superior offer and an agreement is not executed for the subject capacity on or before the expiration of the existing Shipper's Agreement, the existing Shipper shall have the right to continue service at Transporter's maximum tariff rate for the same class of service for an agreed upon term between the parties. If the existing Shipper declines to continue service, or if Shipper and Transporter are unable to reach an agreement on the terms of the extension then Shipper's rights to the capacity shall terminate as if the existing Shipper had given notice of intent to terminate the agreement.

27. ELECTRONIC BULLETIN BOARD

27.1 PURPOSE - The Electronic Bulletin Board will provide the following features:

(a) The ability for a Shipper to download a file;

(b) A daily back-up of information displayed on the board which will be retained for Shipper review for at least three years;

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-163-003

**Substitute Second Revised Sheet No. 91** Substitute Second Revised Sheet No. 91 : Effective  
Superseding: First Revised Sheet No. 91

GENERAL TERMS AND CONDITIONS  
(Continued)

27. ELECTRONIC BULLETIN BOARD

27.1 PURPOSE (Continued)

- (c) A periodic purging of information on completed transactions from current files;
- (d) The display of most recent entries ahead of information posted earlier;
- (e) An on-line help and on-line search function that permits users to locate information concerning a specific transaction;
- (f) A display menu that permits Shippers to separately access notices of available capacity and Order 497 compliance information; and;
- (g) The procedures for back-up, archiving and retrieval will be explained on Transporter's Electronic Bulletin Board, and amended as necessary.
- (h) System-wide notices should have a separate category for notices that are not critical.
- (i) Capacity Release historical data shall be made available on a consistent basis from the transportation service provider. This information is available by oral or written request and is not available on the EBB. It is available in written form from the Transporter for the FERC archival period.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-688-000

**Eighth Revised Sheet No. 92** Eighth Revised Sheet No. 92  
Superseding: Seventh Revised Sheet No. 92

GENERAL TERMS AND CONDITIONS  
(Continued)

28. MISCELLANEOUS

Transporter adopts or exceeds all the Business Practices and Electronic Communication Standards which are required by the Commission in 18 CFR § 284.10(b). In addition to the standards which are reflected in other provisions of this tariff, the following NAESB standards, definitions and data sets are incorporated herein by reference:\*

Version 1.8:

0.1.1, 0.1.2, 0.2.1 through 0.2.3, 0.3.1, 0.3.2 through 0.3.15, 1.1.17, 1.1.18, 1.1.20, 1.1.21, 1.2.5, 1.2.6, 1.2.8 through 1.2.19, 1.3.2 (v) & (vi), 1.3.7, 1.3.9, 1.3.21, 1.3.22, 1.3.24, 1.3.25, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.51, 1.3.64 through 1.3.77, 2.1.5, 2.2.1 through 2.2.5, 2.3.1, 2.3.3, 2.3.4, 2.3.8, 2.3.9, 2.3.16, 2.3.17, 2.3.21, 2.3.27, 2.3.29, 2.3.30, 2.3.50 through 2.3.53, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.16, 3.3.21, 3.3.25, 3.3.26, 4.1.39, 4.1.40, 4.2.1, 4.2.20, 4.3.23, 4.3.86, 4.3.87, 4.3.89 through 4.3.93, 5.2.2, 4.3.86, 4.3.87, 5.2.2, 5.2.3, 5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.2.3, 5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.9, 5.3.15, 5.3.19, 5.3.21, 5.3.22, 5.3.23, 5.3.26, and 5.3.28 through 5.3.60.

\* WGI has been granted a waiver of certain electronic communications and Internet transaction requirements of Order Nos. 587 et al.



*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-163-001*

**Sheet Nos. 93-94** Sheet Nos. 93-94 : Effective

Sheet Nos. 93-94 are reserved for future use.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 95** Original Sheet No. 95 : Effective

SERVICE AGREEMENT

between

WESTGAS INTERSTATE, INC.

and

---

UNDER ORIGINAL VOLUME NO. 1

RATE SCHEDULE FT

Dated: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 96** Original Sheet No. 96 : Effective

Form of Service Agreement for Rate Schedule FT

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of \_\_\_\_\_.  
by WestGas InterState, Inc. (Transporter), a corporation  
under the laws of the state of \_\_\_\_\_, and \_\_\_\_\_  
(Shipper), a \_\_\_\_\_. Transporter and Shipper  
are collectively referred to as the "Parties."

THE PARTIES REPRESENT:

1. Shipper desires to have its gas transported by  
Transporter pursuant to Rate Schedule FT of Transporter's  
FERC Gas Tariff, First Revised Volume No. 1.

2. Transporter, under the terms and conditions set  
forth below, agrees to provide the transportation service  
requested.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I  
GENERAL TERMS AND CONDITIONS

This Agreement is subject to the provisions of  
Transporter's Rate Schedule FT, including the General Terms  
and Conditions of Transporter's FERC Gas Tariff, First Revised  
Volume No. 1, as they may be amended or superseded from time  
to time. In the event of a conflict between the terms of this  
Agreement and those of Rate Schedule FT and the General Terms  
and Conditions, the terms of this Agreement will govern.

ARTICLE II  
OBLIGATION TO TRANSPORT AND TOTAL CONTRACT DEMAND

2.1 OBLIGATION TO TRANSPORT. Transporter shall be  
obligated to receive from or on behalf of Shipper all  
volumes of gas which Shipper may deliver or may cause  
to be delivered to Transporter at the point or points  
of receipt up to Shipper's currently effective contract  
demand (CD) shown on Exhibit A, and Transporter shall  
deliver equivalent volumes to Shipper, or for Shipper's  
account, at the point or points of delivery.

2.2 CONTRACT DEMAND. Transporter is obligated to  
receive, transport and deliver to Shipper, or for  
Shipper's account, up to a total CD of [\_\_\_\_\_] Mcf per day.

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 89-002

**Original Sheet No. 97** Original Sheet No. 97 : Effective

Form of Service Agreement for Rate Schedule FT

ARTICLE III  
POINTS OF RECEIPT AND DELIVERY

3.1 POINTS OF RECEIPT. The points of receipt for gas tendered to Transporter by Shipper shall be those specified on Exhibit A or such other point or points of receipt which the parties mutually agree in writing to add to this Agreement from time to time.

3.2 POINTS OF DELIVERY. The points of delivery to Shipper or for Shipper's account shall be those specified on Exhibit A or such other point or points of delivery which the parties mutually agree in writing to add to this Agreement from time to time.

3.3 AMENDMENTS. To the extent any amendment does not change Shipper's total CD or delivery points, Shipper's priorities under 9 of the General Terms and Conditions shall not change. If Transporter and Shipper agree, however, to increase Shipper's total CD, or to change delivery points, then the priorities for such additional volumes or changed delivery points shall be determined in accordance with Section 9 of the General Terms and Conditions of Transporter's Volume No. 1 tariff. Transporter shall not transport and deliver the additional volumes for more than 120 days unless Transporter receives any necessary regulatory approval to continue the transportation service. If any necessary regulatory approval is not received within the 120-day period, Transporter shall suspend service until approval is obtained or other action is authorized.

ARTICLE IV  
PRESSURE

4.1 PRESSURE AT THE POINTS OF RECEIPT. Shipper shall deliver or cause the gas to be delivered at each point of receipt at a pressure sufficient to allow the gas to enter Transporter's system, provided Shipper shall not, except by mutual written agreement, be required or permitted to deliver the gas at any point of receipt at a pressure in excess of the maximum delivery pressure as specified for such point of receipt on Exhibit A.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 98** Original Sheet No. 98 : Effective

Form of Service Agreement for Rate Schedule FT

4.2 PRESSURE AT THE POINTS OF DELIVERY. Transporter shall cause the gas to be delivered at the point or points of delivery at such pressures as may be available from time to time in Transporter's system. Transporter shall not be obligated to deliver gas at a pressure greater than the delivery pressure specified for any point of delivery in Exhibit A.

ARTICLE V  
RATES AND PAYMENT

5.1 The transportation service provided under this Agreement shall be billed and paid for initially at [the maximum amount set forth in Transporter's Statement of Rates.][the following discounted rate: \_\_\_\_\_.] Shipper shall also be billed and shall pay for all Annual Charge Adjustment charges as set forth in the applicable rate schedule and Transporter's Statement of Rates.

5.2 Transporter may, prior to the beginning of a calendar month, offer a discounted rate at which it is willing to transport Shipper's gas during the succeeding month(s). Shipper shall either accept or reject the offered rate. If Shipper accepts the discounted rate, the rate shall be effective for gas transported during the next succeeding calendar month(s). If Shipper rejects the discounted rate, any gas tendered by it for shipment by Transporter will be transported at the maximum applicable rate set forth in Transporter's Statement of Rates. An agreed-upon transportation rate shall be confirmed by Transporter by issuing its rate confirmation in a form similar to that set forth on Appendix B.

5.3 If the FERC establishes Transporter's maximum rate for service under Rate Schedule FT lower than the rate specified in this Agreement, or any amendment, or rate confirmation, then the rate charged to Shipper shall be that final maximum rate established. Otherwise the rate charged to Shipper shall not be reduced as a result of any final FERC determination of Transporter's rates.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 99** Original Sheet No. 99 : Effective

Form of Service Agreement for Rate Schedule FT

ARTICLE VI  
TERM

6.1 The transportation term shall commence on the first day that Shipper tenders gas to Transporter and shall continue until \_\_\_\_\_, 19\_\_\_\_\_, and from month to month thereafter unless terminated by either party upon 30 days' written notice, provided that Transporter has or receives regulatory authority to continue service for more than 120 days. If regulatory authority to continue transportation is received prior to the expiration of the initial 120-day term, the transportation shall continue for the duration of the stated term.

6.2 If Transporter does not have the necessary regulatory authority to continue transportation service or it is not obtained within the 120-day term, Transporter shall suspend transportation service until authority is obtained. Once authority is obtained, the transportation service shall resume for the remainder of the stated term. If the requested authorization is denied, this Agreement shall terminate upon the date of the denial.

ARTICLE VII  
ADDITIONAL FACILITY CHARGE

[Omitted.] [As consideration for the cost of facilities acquired, constructed or installed by Transporter, Shipper shall reimburse such costs by a lump-sum payment of \$\_\_\_\_\_, in accordance with the General Terms and Conditions.] [As consideration for the cost of facilities acquired, constructed or installed by Transporter, Shipper shall reimburse such costs by a monthly fee of \$\_\_\_\_\_ during the term of the agreement. No more frequently than annually, Transporter may adjust this fee to reflect changes in the costs from those reflected in the initial monthly charge. Any such change shall be implemented only upon 30 days' notice to Shipper.] Any reimbursement shall include the income tax consequence of such reimbursement.

ARTICLE VIII  
REGULATORY FEES

Shipper shall reimburse Transporter for all regulatory fees incurred by Transporter in initiating service under this Agreement and in obtaining initial authority to

Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 100** First Revised Sheet No. 100 : Effective  
Superseding: Original Sheet No. 100

Form of Service Agreement for Rate Schedule FT

continue to provide service under this Agreement provided that such fees are not included in the pipeline's rates in NGA section 4 proceedings. Transporter shall issue to shipper in conjunction with the Transporter's regular monthly statement, a statement or indication of the regulatory fees incurred by Transporter to be paid by Shipper.

ARTICLE IX  
NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed by registered or certified mail, return receipt requested, or when transmitted in the most timely manner available and appropriate to the following:

TRANSPORTER: SHIPPER:

Payments Only:  
WestGas InterState, Inc.  
1225 17th Street, Suite 800  
Denver, CO 80202  
Attention: Accounting

TRANSPORTER: SHIPPER:

All Others:  
WestGas InterState, Inc.  
1225 17th Street, Suite 1100  
Denver, CO 80202  
Attention: Gas Supply Planning

or such other address as either of the parties shall designate in writing. Routine communications, including monthly statements and payments, shall be considered as duly delivered or furnished three days after being mailed by registered or certified mail, return receipt requested, or when transmitted in the most timely manner available and appropriate.

Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 101** First Revised Sheet No. 101 : Effective  
Superseding: Original Sheet No. 101

Form of Service Agreement for Rate Schedule FT

ARTICLE X  
LAWS AND REGULATION

This Agreement is subject to all valid legislation, either state or federal, with respect to the subject matter and to all valid present and future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction, and nothing in this Agreement shall restrict, enlarge or affect in any other way the jurisdiction of the FERC over the subject matter.

ARTICLE XI  
MISCELLANEOUS

11.1 HEADINGS. The headings set forth in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.2 APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_.

11.3 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11.4 CANCELLATION OF PRIOR AGREEMENT. This Agreement supersedes, cancels and terminates, as of the date of this Agreement, the following agreements:

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Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 102** Original Sheet No. 102 : Effective

Form of Service Agreement for Rate Schedule FT

SHIPPER:

Witness/Attest:

\_\_\_\_\_ By \_\_\_\_\_  
(please type name and affix  
corporate seal if applicable)

Its \_\_\_\_\_

Date \_\_\_\_\_

TRANSPORTER:  
WESTGAS INTERSTATE, INC.

Witness/Attest:

\_\_\_\_\_ By \_\_\_\_\_  
(please type name and affix  
corporate seal if applicable)

Its \_\_\_\_\_

Date \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 103** Original Sheet No. 103 : Effective

EXHIBIT A

Form of Service Agreement for Rate Schedule FT

UNDER RATE SCHEDULE FT

1. RECEIPT POINTS

Location	Maximum Pressure (psig)	Contract Demand Mmcf/day
-----	-----	-----

Total Contract Demand

2. DELIVERY POINTS

Location	Maximum Pressure (psig)	Contract Demand Mmcf/day
-----	-----	-----

Total Contract Demand

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

Original Sheet No. 104 Original Sheet No. 104 : Effective

Form of Service Agreement for Rate Schedule FT

APPENDIX B

TO THE TRANSPORTATION SERVICE AGREEMENT

BETWEEN

\_\_\_\_\_, AS SHIPPER

AND

WESTGAS INTERSTATE, INC., AS TRANSPORTER

DATED \_\_\_\_\_

Rate Confirmation

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with 5.2 of the Transportation Service Agreement dated \_\_\_\_\_, 19\_\_, Transporter confirms that the rate for gas delivered during the month(s) of \_\_\_\_\_, 19\_\_, shall be:

Thereafter, the price shall be the maximum applicable rates in Transporter's Statement of Rates.

WESTGAS INTERSTATE, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 105** Original Sheet No. 105 : Effective

SERVICE AGREEMENT

between

WESTGAS INTERSTATE, INC.

and

---

UNDER ORIGINAL VOLUME NO. 1

RATE SCHEDULE IT

Dated: \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 106** Original Sheet No. 106 : Effective

Form of Service Agreement for Rate Schedule IT

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of \_\_\_\_\_,  
by WestGas InterState Inc. (Transporter), a corporation  
under the laws of the state of Colorado, and \_\_\_\_\_  
(Shipper), a \_\_\_\_\_. Transporter and Shipper  
are collectively referred to as the "Parties."

THE PARTIES REPRESENT:

1. Shipper desires to have its gas transported by Transporter pursuant to Rate Schedule IT of Transporter's FERC Gas Tariff, First Revised Volume No. 1.
2. Transporter, under the terms and conditions set forth below, agrees to provide the transportation service requested.

THEREFORE, THE PARTIES AGREE AS FOLLOWS

ARTICLE I  
GENERAL TERMS AND CONDITIONS

This Agreement is subject to the provisions of Transporter's Rate Schedule IT, including the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1, as they may be amended or superseded from time to time. In the event of a conflict between the terms of this Agreement and those of Rate Schedule IT and the General Terms and Conditions, the terms of this Agreement will govern.

ARTICLE II  
OBLIGATION TO TRANSPORT AND TOTAL DAILY VOLUME

2.1 OBLIGATION TO TRANSPORT. Transporter shall be obligated to receive from or on behalf of Shipper on an interruptible basis all volumes of gas which Shipper may deliver or may cause to be delivered to Transporter at the point or points of receipt up to the daily volume (DV) shown on Exhibit A, and Transporter shall on an interruptible basis deliver equivalent volumes to Shipper, or for Shipper's account, at the point or points of delivery.

Form of Service Agreement for Rate Schedule IT

2.2 DAILY VOLUME. Transporter shall receive, transport and deliver to Shipper, or for Shipper's account, up to a total daily volume of [\_\_\_\_\_] Mcf on an interruptible basis.

ARTICLE III  
POINTS OF RECEIPT AND DELIVERY

3.1 POINTS OF RECEIPT. The points of receipt for gas tendered to Transporter by Shipper shall be those specified on Exhibit A or such other point or points of receipt which the parties mutually agree in writing to add to this Agreement from time to time.

3.2 POINTS OF DELIVERY. The points of delivery to Shipper or for Shipper's account shall be those specified on Exhibit A or such other point or points of delivery which the parties mutually agree in writing to add to this Agreement from time to time.

3.3 AMENDMENTS. To the extent any amendment does not change Shipper's total daily volume or delivery points, Shipper's priorities under 9 of the General Terms and Conditions shall not change. If Transporter and Shipper agree, however, to increase Shipper's total daily volume, or to change delivery points, then the priorities for such additional volumes or changed delivery points shall be determined in accordance with 9 of the General Terms and Conditions of Transporter's Volume No. 1 tariff. Transporter shall not transport and deliver the additional volumes for more than 120 days unless Transporter receives the necessary regulatory approval to continue the transportation service. If any necessary regulatory approval is not received within the 120-day period, Transporter shall suspend service until approval is obtained or other action is authorized.

ARTICLE IV  
PRESSURE

4.1 PRESSURE AT THE POINTS OF RECEIPT. Shipper shall deliver or cause the gas to be delivered at each point of receipt at a pressure sufficient to allow the gas to enter Transporter's system, provided Shipper shall not, except by mutual written agreement, be required or permitted to deliver the gas at any point of receipt at

Form of Service Agreement for Rate Schedule IT

a pressure in excess of the maximum delivery pressure as specified for such point of receipt on Exhibit A.

4.2 PRESSURE AT THE POINTS OF DELIVERY. Transporter shall cause the gas to be delivered at the point or points of delivery at such pressures as may be available from time to time in Transporter's system. Transporter shall not be obligated to deliver the gas at a pressure greater than the delivery pressure specified for any point of delivery in Exhibit A.

ARTICLE V  
RATES AND PAYMENTS

5.1 The transportation service provided under this Agreement shall be billed and paid for initially at [the maximum amount set forth in Transporter's Statement of Rates.] [the following discounted rate: \_\_\_\_\_] Shipper shall also be billed and shall pay for all Annual Charge Adjustment charges as set forth in the applicable rate schedule and on Transporter's Statement of Rates.

5.2 Transporter may, prior to the beginning of a calendar month, offer a discounted rate at which it is willing to transport Shipper's gas during the succeeding month(s). Shipper shall either accept or reject the offered rate. If Shipper accepts the discounted rate, the rate shall be effective for gas transported during the next succeeding calendar month(s). If Shipper rejects the discounted rate, any gas tendered by shipper for shipment by Transporter will be transported at the maximum applicable rate set forth in Transporter's Statement of Rates. An agreed upon transportation rate shall be confirmed by Transporter by issuing its rate confirmation in a form similar to that set forth on Appendix B.

5.3 If the FERC establishes Transporter's maximum rate for service under Rate Schedule IT lower than the rate specified in this Agreement, or any amendment, then the rate charged to Shipper shall be that final maximum rate established. Otherwise the rate charged to Shipper shall not be reduced as a result of any final FERC determination of Transporter's rates.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

Original Sheet No. 109 Original Sheet No. 109 : Effective

Form of Service Agreement for Rate Schedule IT

ARTICLE VI  
TERM

6.1 The transportation term shall commence on the first day that Shipper tenders gas to Transporter and shall continue until \_\_\_\_\_, 19\_\_\_\_\_, and from month to month thereafter unless terminated by either party upon 30 days' written notice, provided that Transporter has or receives regulatory authority to continue service for more than 120 days. If regulatory authority to continue transportation is received prior to the expiration of the initial 120-day term, the transportation shall continue for the duration of the stated term.

6.2 If Transporter does not have the necessary regulatory authority to continue transportation service or it is not obtained within the 120-day term, Transporter shall suspend transportation service until authority is obtained. Once authority is obtained, the transportation service shall resume for the remainder of the stated term. If the requested authorization is denied, this Agreement shall terminate upon the date of the denial.

ARTICLE VII  
ADDITIONAL FACILITY CHARGE

[Omitted.][As consideration for the cost of facilities acquired, constructed or installed by Transporter, Shipper shall reimburse such costs by a lump-sum payment of \$\_\_\_\_\_, in accordance with the General Terms and Conditions.] [As consideration for the cost of facilities acquired, constructed or installed by Transporter, Shipper shall reimburse such costs by a monthly fee of \$\_\_\_\_\_ during the term of the agreement. No more frequently than annually, Transporter may adjust this fee to reflect changes in the costs from those reflected in the initial monthly charge. Any such change shall be implemented only upon 30 days' notice to Shipper.] Any reimbursement shall include the income tax consequence of such reimbursement.

ARTICLE VIII  
REGULATORY FEES

Shipper shall reimburse Transporter for all regulatory fees incurred by Transporter in initiating service under this Agreement and in obtaining initial authority to



Effective Date: 11/01/1995 Status: Effective  
FERC Docket: RP95-437-000

**First Revised Sheet No. 110** First Revised Sheet No. 110 : Effective  
Superseding: Original Sheet No. 110  
Form of Service Agreement for Rate Schedule IT

continue to provide service under this Agreement provided that such fees are not included in the pipeline's rates in NGA section 4 proceedings. Transporter shall issue to Shipper in conjunction with the Transporter's regular monthly statement, a statement or indication of the regulatory fees incurred by Transporter to be paid by Shipper.

ARTICLE IX  
NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed by registered or certified mail, return receipt requested, or when transmitted in the most timely manner available and appropriate to the following:

TRANSPORTER:  
Payments Only:  
WestGas InterState, Inc.  
1225 17th Street, Suite 1100  
Denver, CO 80202  
Attn: Accounting

SHIPPER:

All Others:  
WestGas InterState, Inc.  
1225 17th Street, Suite 1100  
Denver, CO 80202

or such other address as either of the parties shall designate in writing. Routine communications, including monthly statements and payments, shall be considered as duly delivered or furnished three days after being mailed by registered or certified mail, return receipt requested, or when transmitted in the most timely manner available and appropriate.

ARTICLE X  
LAWS AND REGULATION

This Agreement is subject to all valid legislation, either state or federal, with respect to the subject matter and to all valid present and future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction, and nothing in this Agreement shall restrict, enlarge or affect in any other way the jurisdiction of the FERC over the subject matter.

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 111** Original Sheet No. 111 : Effective

Form of Service Agreement for Rate Schedule IT

ARTICLE XI  
MISCELLANEOUS

11.1 HEADINGS. The headings set forth in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.2 APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Colorado.

11.3 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11.4 CANCELLATION OF PRIOR AGREEMENT. This Agreement supersedes, cancels and terminates, as of the date of this Agreement the following agreements:

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Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 112** Original Sheet No. 112 : Effective

Form of Service Agreement for Rate Schedule IT

SHIPPER:

Witness/Attest:

\_\_\_\_\_ By \_\_\_\_\_

(please type name and affix  
corporate seal if applicable) Its \_\_\_\_\_

Date \_\_\_\_\_

TRANSPORTER: WESTGAS INTERSTATE, INC.

Witness/Attest:

\_\_\_\_\_ By \_\_\_\_\_

(please type name and affix  
corporate seal if applicable) Its \_\_\_\_\_

Date \_\_\_\_\_

Effective Date: 09/01/1993 Status: Effective

FERC Docket: RS92- 89-002

**Original Sheet No. 113** Original Sheet No. 113 : Effective

Form of Service Agreement for Rate Schedule IT

EXHIBIT A

TO THE SERVICE AGREEMENT

DATED \_\_\_\_\_

BETWEEN

WESTGAS INTERSTATE INC., Transporter

AND

\_\_\_\_\_, Shipper

UNDER RATE SCHEDULE IT

1. RECEIPT POINTS

Location	Maximum Pressure (psig)	Daily Volume Mcf/Day
-----	-----	-----

Total Daily Volume

2. DELIVERY POINTS

Location	Maximum Pressure (psig)	Daily Volume Mcf/Day
-----	-----	-----

Total Daily Volume

Effective Date: 09/01/1993 Status: Effective  
FERC Docket: RS92- 89-002

**Original Sheet No. 114** Original Sheet No. 114 : Effective

Form of Service Agreement for Rate Schedule IT

APPENDIX B

TO THE TRANSPORTATION SERVICE AGREEMENT

BETWEEN

\_\_\_\_\_, AS SHIPPER

AND

WESTGAS INTERSTATE, INC., AS TRANSPORTER

DATED \_\_\_\_\_

Rate Confirmation

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with 5.2 of the Transportation Service Agreement dated \_\_\_\_\_, 19\_\_\_\_, Transporter confirms that the rate for gas delivered during the month(s) of \_\_\_\_\_, 19 \_\_\_\_, shall be:

Thereafter, the price shall be the maximum applicable rates in Transporter's Statement of Rates.

WESTGAS INTERSTATE, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

