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October 7, 2025

Gregory Walkin
Executive Director
Nebraska Public Service Commission
1200 N Street, Suite 300
Lincoln, NE 68508

Re: *In the Matter of the Application for Approval of a General Rate Case on Behalf
of Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy
Application No. NG-124*

Dear Mr. Walkin:

Enclosed for filing is the Joint Motion to Amend Order Setting Procedural Schedule and Notice of Hearing and Filing of Settlement Agreements in the above referenced matter.

Respectfully submitted,

/s/ Douglas J. Law

Douglas J. Law
Associate General Counsel

DJL
Enclosures

BEFORE THE PUBLIC SERVICE COMMISSION OF NEBRASKA

IN THE MATTER OF THE APPLICATION	)	
OF BLACK HILLS NEBRASKA GAS, LLC	)	
D/B/A BLACK HILLS ENERGY, RAPID	)	APPLICATION NO. NG-124
CITY, SOUTH DAKOTA, SEEKING A	)	
GENERAL RATE INCREASE	)	

**JOINT MOTION TO AMEND ORDER SETTING PROCEDURAL SCHEDULE
AND NOTICE OF HEARING AND FILING OF SETTLEMENT AGREEMENTS**

Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“BH Nebraska Gas”), WoodRiver Energy, LLC (“WoodRiver”), and the Nebraska Public Advocate (“Public Advocate”) (collectively known as the “Parties”) hereby move the Nebraska Public Service Commission (“Commission”) to amend the procedural schedule due to settlement agreements being reached resolving all issues in this docket.

Attached to this Motion are the following stipulations and agreements:

- Exhibit 1: Joint Stipulation and Agreement of Settlement between BH Nebraska Gas and Public Advocate.
- Exhibit 2: Joint Stipulation and Agreement of Settlement (“Choice Gas Program Settlement”) between BH Nebraska Gas, Public Advocate and WoodRiver.

I. BACKGROUND AND PROCEDURAL HISTORY

In support of this Motion, the Parties state as follows:

1. On May 1, 2025, BH Nebraska Gas filed its Application seeking approval of an increase in retail gas rates in the amount of \$27,514,594 (TC) and \$34,923,246 (Juris) which resulted in a total rate base of \$899.0M (TC) and \$785.2M (Juris).
2. The Commission accepted the Application under Commission Application No. NG-124, issued public notice, and established June 5, 2025, as the deadline for Intervenors to file Petitions to Intervene in the proceeding. BH Nebraska Gas sought approval of an increase in retail gas rates in the amount of \$27,514,594 (TC) and \$34,923,246 (Juris) which resulted in a total rate base of \$899.0M (TC) and \$785.2M (Juris).

3. On May 1, 2025, BH Nebraska Gas filed a Motion for Protective Order, and its Motion for Waiver of Filing Requirements.

4. On May 6, 2025, the Commission issued a Protective Order for this proceeding and the Notice of Assessment. A formal protest also was filed on May 6, 2025, by the Nebraska Public Advocate. The Commission issued its Orders granting Motion for Limited Waiver and the Protective Order in this docket.

5. On May 8, 2025, the Commission issued its Order Granting Intervention of Public Advocate and Setting Planning Conference.

6. On May 30, 2025, the Federal Executive Agencies (FEA) filed its Petition to Intervene.

7. On June 3, 2025, the Commission granted the FEA's intervention.

8. On June 5, 2025, WoodRiver Energy, LLC ("WoodRiver") filed its Petition to Intervene.

9. On June 6, 2025, the Commission issued an Order granting WoodRiver's intervention.

10. On June 10, 2025, the Commission held a planning conference and issued the Order Setting Procedural Schedule and Notice of Hearing.

11. On June 16, 2025, FEA filed a Motion to Withdraw their formal intervention.

12. On June 20, 2025, the Commission granted FEA's Motion to Withdraw its intervention.

13. On July 15, 2025, the Commission issued an Order Setting Town Hall Meetings to occur August 19 and 20, 2025.

14. On August 15, 2025, the Public Advocate filed its Answer Testimony and Exhibits, and its Witness and Exhibit List.

15. On August 19 and 20, 2025, the Commission held three separate town hall meetings that were available and open to the public, the purpose of which was to familiarize the public with the particulars of the Application and procedure for review of the same, and to receive comments and to answer questions from the public.

16. On September 15, 2025, BH Nebraska Gas filed its rebuttal testimony and exhibits.

17. During the period of August 27 through October 7, 2025, the Public Advocate and BH Nebraska Gas engaged in settlement discussions.

18. On September 25, 2025, the Parties informed the Commission that the Public Advocate and BH Nebraska Gas had reached full agreement on the disputed issues raised in this proceeding.

19. On October 7, 2025, the BH Nebraska Gas and Public Advocate filed their Settlement Agreement.

20. On October 7, 2025, BH Nebraska Gas and WoodRiver filed a separate Settlement Agreement to address all material issues of fact and law raised by WoodRiver in this proceeding.

21. On October 15, 2025, the Commission will hold a Hearing in accordance with the Procedural Schedule issued in this proceeding.

**II. REQUEST FOR AMENDED PROCEDURAL SCHEDULE
AND HEARING DATE**

22. The Parties to this proceeding hereby request that the Commission vacate all remaining deadlines in the June 10, 2025 Order Setting Procedural Schedule and Notice of Hearing other than those outlined below:

Tuesday, October 14	Witness Lists due Exhibit Lists due
Wednesday, October 15	Settlement Hearing

III. CONCLUSION

WHEREFORE, the Joint Applicants respectfully request that the Commission approve the Parties request to amend the procedural schedule as outlined above.

Respectfully submitted this 7th day of October.

/s/ Douglas J. Law

Douglas J. Law, #19436

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Attorney for WoodRiver Energy, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of October, 2025, the foregoing **JOINT MOTION TO AMEND ORDER SETTING PROCEDURAL SCHEDULE AND NOTICE OF HEARING** was served electronically on the following at the email address shown below:

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/s/ Douglas J. Law
Douglas J. Law #19436

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF BLACK HILLS NEBRASKA GAS, LLC,	)	
D/B/A BLACK HILLS ENERGY, RAPID	)	APPLICATION NO. NG-124
CITY, SOUTH DAKOTA, SEEKING	)	
APPROVAL OF A GENERAL RATE	)	
INCREASE	)	

**JOINT STIPULATION AND AGREEMENT OF SETTLEMENT
BETWEEN BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS
ENERGY AND THE PUBLIC ADVOCATE OF NEBRASKA**

October 7, 2025

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SETTLEMENT EXHIBITS

Settlement Exhibits	Exhibit Purpose	File Reference
Exhibit A	Settlement Revenue Requirement	BH-PA Settlement Revenue Requirement Schedule
Exhibit B	Settlement Class Cost of Service Study	Settlement - BH Nebraska CCOS
Exhibit C	2026 NG-124 SSIR Model	2026 SSIR Model-Settlement
Exhibit D	Settlement Tariff	Settlement Tariffs-Redline Settlement Tariffs-Clean

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF BLACK HILLS NEBRASKA GAS,	)	
LLC, D/B/A BLACK HILLS ENERGY, RAPID	)	APPLICATION NO. NG-124
CITY, SOUTH DAKOTA, SEEKING	)	
APPROVAL OF A GENERAL RATE	)	
INCREASE	)	

JOINT STIPULATION AND AGREEMENT OF SETTLEMENT

Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“BH Nebraska Gas” or “Company”) and the Nebraska Public Advocate (“Public Advocate”) hereby submit this Joint Stipulation and Agreement of Settlement (“Settlement”) for approval by the Commission. BH Nebraska Gas and the Public Advocate are each a “Party” and collectively referred to as “Parties.” This Settlement resolves all issues set for hearing in the above-captioned proceeding in a fair and reasonable manner and is in the public interest. The Parties understand that all intervenors in this docket support or do not oppose the terms and conditions of this Settlement.

Resolution of all of the issues in the above-captioned proceeding is a compromise of the positions of the Parties, and is based on the record in this case in its entirety, including the Application, Pre-Filed Direct Testimony, Pre-filed Rebuttal Testimony, data responses, and exhibits filed by BH Nebraska Gas, and the Pre-Filed Answer Testimony, data responses, and exhibits of the Public Advocate. The resolution presented in this Settlement is in the public interest, and the Parties support and defend the terms.

NOW THEREFORE, the Parties stipulate and agree to the following and respectfully request that the Nebraska Public Service Commission (“Commission”) approve the Settlement,

which results in final rates, terms, and conditions of service consistent with the State Natural Gas Regulation Act, Commission regulations, and prior Commission orders.

I. INTRODUCTION

On May 1, 2025, BH Nebraska Gas filed a rate review application (“Application”) subject to review by the Public Advocate and approval of the Commission in the above-captioned proceeding addressing, among other things, the following items¹:

- (1) Approval of the rate increase proposed by BH Nebraska Gas,
- (2) Recovery of investments made by BH Nebraska Gas in capital infrastructure since the 2020 rate review that are not System Safety Integrity Rider (“SSIR”) eligible as well as including in base rates the SSIR investments made since 2020,
- (3) Approval of the BH Nebraska Gas 2026 SSIR capital investment,
- (4) Renewal of the SSIR mechanism,
- (5) Approval of the proposed class cost of service functionalization and cost allocation,
- (6) Approval of the rate design proposed by BH Nebraska Gas,
- (7) Approval of a new Weather Normalization Rider,

¹ The Base Year for this Rate Review Application is the twelve months ending on December 31, 2024 (“Base Year”), reflecting actual financial performance as recorded in BH Nebraska Gas’s financial records. The Test Year for this Rate Review proceeding is derived by taking the Base Year and adjusting it for known and measurable changes, as well as applying normalization adjustments, as required by the Act, and an annualized adjustment to correct for out-of-period billing entries. BH Nebraska Gas is proposing to include in rate base capital projects that went into service after the end of the Base Year and through December 31, 2025 (“Test Year”).

- (8) Approval of a Deferred Accounting Order for Manufactured Gas Plant (“MGP”) costs for research, testing, environmental cleanup and monitoring, and other appropriate or necessary remediation costs,
- (9) Approval of a Deferred Accounting Order to track costs for future recovery of insurance premium costs, and
- (10) Approval of various other rate review items as set forth in the Application.

The BH Nebraska Gas Rate Application also includes the following proposals:

- EDIT - refund of Excess Deferred Income Taxes due to state of Nebraska tax changes;
- Rate Area Adjustment - reclassify the Town of Western, NE from Rate Area Five to Rate Area Three;
- Rate Case Expenses - recover rate case expenses to be incurred throughout this proceeding; and
- Tariff Changes - implement tariff changes.

II. PROCEDURAL BACKGROUND

1. On May 1, 2025, BH Nebraska Gas filed its Application seeking approval of an increase in retail gas rates in the amount of \$27,514,594 (Total Company) and \$34,923,246 (Jurisdictional) which resulted in a total rate base of \$899.0M (Total Company) and \$785.2M (Jurisdictional). The Commission accepted the Application under Commission Application No. NG-124, issued public notice, and established June 5, 2025, as the deadline for Intervenorors to file Petitions to Intervene in the proceeding.

2. On May 1, 2025, BH Nebraska Gas filed a Motion for Protective Order, and its Motion for Waiver of Filing Requirements.

3. On May 6, 2025, the Commission issued a Protective Order for this proceeding and the Notice of Assessment. A formal protest also was filed on May 6, 2025, by the Nebraska Public Advocate. The Commission issued its Orders granting Motion for Limited Waiver and the Protective Order in this docket.

4. On May 8, 2025, the Commission issued its Order Granting Intervention of Public Advocate and Setting Planning Conference.

5. On May 30, 2025, the Federal Executive Agencies (FEA) filed its Petition to Intervene.

6. On June 3, 2025, the Commission granted the FEA's intervention.

7. On June 5, 2025, WoodRiver Energy, LLC ("WoodRiver") filed its Petition to Intervene.

8. On June 6, 2025, the Commission issued an Order granting WoodRiver's intervention.

9. On June 10, 2025, the Commission held a Planning Conference, set the Procedural Schedule in this matter, and issued the Notice of Hearing.

10. On June 16, 2025, FEA filed a Motion to Withdraw their formal intervention.

11. On June 20, 2025, the Commission granted FEA's Motion to Withdraw its intervention.

12. On July 15, 2025, the Commission issued an Order Setting Town Hall Meetings to occur August 19 and 20, 2025.

13. On August 15, 2025, the Public Advocate filed Answer Testimony, Exhibits and its Witness and Exhibit Lists in the above-captioned proceeding.

14. On August 19 and 20, 2025, the Commission held three separate town hall meetings that were available and open to the public, the purpose of which was to familiarize the public with the particulars of the Application and procedure for review of the same, and to receive comments and to answer questions from the public.

15. On September 15, 2025, BH Nebraska Gas filed its rebuttal testimony and exhibits.

16. During the period of August 27 through October 7, 2025, the Public Advocate and BH Nebraska Gas engaged in settlement discussions.

17. On September 25, 2025, the Parties informed the Commission that the Public Advocate and BH Nebraska Gas had reached full agreement on the disputed issues raised in this proceeding.

18. On October 7, 2025, the Parties filed this Settlement Agreement.

19. On October 7, 2025, BH Nebraska Gas and WoodRiver filed a separate Settlement Agreement to address all material issues of fact and law raised by WoodRiver in this proceeding.

20. On October 7, 2025, the Parties filed a Joint Motion with the Commission to amend the Procedural Schedule issued by the Commission in this proceeding.

21. On October 15, 2025, the Commission will hold a Hearing in accordance with the Procedural Schedule issued in this proceeding.

III. STIPULATIONS

22. Beginning in late August and continuing through September 2025, the Parties engaged in discussions seeking resolution of the disputed issues in this proceeding. The Parties have previously responded to hundreds of data requests as served by each Party, and thereafter have

corresponded, exchanged multiple settlement offers, and met on several occasions to review their respective positions. Through these extensive exchanges and discussions, the Parties have reached an agreement in principle to settle all material issues of fact and law.

23. The Parties understand and agree that the proposals, positions, and adjustments made or obtained in this Settlement, whether express or implied, are made or obtained only through the spirit of compromise. The Parties have entered this Settlement to avoid the burden, expense, delays, and uncertainties of further litigation with respect to the disputed issues. This Settlement has been executed as a compromise of all disputed claims, and the execution of the Settlement does not constitute an admission or concession on the merits of those claims on the part of either Party. By this Settlement, the Parties resolve all issues raised in this proceeding, including the revenue requirement, rate of return, performance pay, revenue allocation and rate design, the effective date of BH Nebraska Gas' rates, and other terms specifically identified herein.

24. To that end, the Parties set forth below the various agreements of the Parties upon all uncontested and contested issues within this proceeding. Those settled issues are as follows:

A. REVENUE REQUIREMENT AND RATE OF RETURN

25. Revenue Requirement – As Adjusted

The Parties agree that the jurisdictional revenue deficiency for BH Nebraska Gas to be recovered through its general retail gas rates is **\$23,907,670 (Jurisdictional)** which is based on a total rate base of \$893.3 M (Total Company) and \$781.3 M (Jurisdictional). This increase is the result of the incorporation of all agreements on adjustments in this proceeding into the BH Nebraska Gas Revenue Requirement schedule provided in Exhibit A of this Settlement.

26. Revenue Requirement – Model

The Parties agree that the BH Nebraska Gas Revenue Requirement Model will be used to apply the Commission-approved final revenue requirements adjustments. The Revenue Requirement Model, attached as Exhibit A to this Settlement Agreement, includes several compromises..

27. 2025 Plant Additions and Retirements

The Parties agree to provide an updated revenue requirement model for actual plant additions and retirements through August 31, 2025, as well as the remaining estimated plant additions and retirements. Exhibit A serves as the updated revenue requirement model. . The associated depreciation expense, accumulated depreciation and accumulated deferred income taxes reflected in rate base have been updated to reflect the revised estimated plant in service as of December 31, 2025.

28. Weighted Average Cost of Capital

The Parties agree that the capital structure for BH Nebraska Gas should be 50.52% equity and 49.48% debt. The Parties initially agreed to a cost of debt of 4.71%, however because of a recent debt refinancing, the Parties agree that the actual cost of debt of BH Nebraska Gas should be 4.67%. The Parties agree on a Return on Equity (“ROE”) of 9.85%. The Parties agree that the overall Weighted Average Cost of Capital (“WACC”) is calculated to be 7.29%.

Table 1 – Weighted Average Cost of Capital

Revenue Deficiency	Capital Structure	ROE	Actual Cost of Debt	WACC
\$22.6 million	50.52% Equity/ 49.48% Debt	9.85%	4.67%	7.29%

B. RATE BASE

29. Accumulated Deferred Income Taxes (“ADIT”).

The Parties agree that BH Nebraska Gas will remove from rate base state tax items and miscellaneous regulatory assets/liabilities.

For the ADIT items identified for removal from Rate Base, BH Nebraska Gas agrees that:

- Those ADIT amounts will not be included in rate base;
- BH Nebraska Gas will not earn a return on the balance; and
- The terms of the settlement concerning ADIT shall not constitute a precedent for future filings.

30. Non-Plant Deficient Deferred Income Tax (“DDIT”).

The Parties agree that BH Nebraska Gas will remove the non-plant unprotected DDIT regulatory asset balance of \$7,498,080 (Total Company and Jurisdictional) from rate base.

31. Prepayments

The Parties agree that BH Nebraska Gas prepayments of \$259,364 (Total Company) and \$227,425 (Jurisdictional) shall be included in the working capital portion of rate base.

32. Cash Working Capital (“CWC”)

The Parties accept BH Nebraska Gas’ inclusion of Gas Purchases in Distribution Cash Working Capital. CWC to be updated based upon other adjustments as a flow-through.

C. EXPENSES/REVENUE

33. Depreciation Rates

The Parties agree that (1) the Public Advocate’s adjustment to depreciation rates for Account 376.00 Mains is appropriate; (2) Account 380.00 Services shall use the currently approved Life and Curve, 44 year S1 and the Public Advocate’s proposed Net Salvage of (40%), (3) BH

Nebraska Gas' revised depreciation rate for Account 381.00 Meters is appropriate using a 24 year ASL for the Small Volume and Other Meters, (4) BH Nebraska Gas' proposal for Account 382.01 Meter installations is reasonable, and (5) for all accounts not specifically discussed above, the BH Nebraska Gas' initially filed depreciation rates and the Public Advocate filed depreciation rates are identical, and are adopted.

Table 2 - Settlement Depreciation Rates

	Company Proposed	Public Advocate Proposed	Proposed Settlement
376.00 Mains	1.62%	1.39%	1.39%
380.00 Services	4.19%	3.07%	3.29%
381.00 Meters – Small Volume and Other	8.82%	5.63%	7.06%*
382.01 Meter Installations	2.39%	2.04%	2.39%

* BH Nebraska Gas proposed a revised 381.00 Meters depreciation rate in its rebuttal filing due to a recalculation of data resulting from an error found during the discovery process.

34. Service Company Labor Costs

To adjust for , Service Company employee open positions the Parties agree to reduce Black Hills Service Company Allocated Labor Costs by \$489,453 (Total Company) and \$436,103 (Jurisdictional).

35. Direct Labor Costs

To adjust for BH Nebraska Gas employee open positions, the Parties agree to reduce operating expenses related to BH Nebraska Gas Direct Labor by \$456,617 (Total Company) and \$399,058 (Jurisdictional).

36. Annual Incentive Plan Costs (“AIP”).

The Parties agree that BH Nebraska Gas may recover 100% of its proposed employee compensation AIP costs, and that no cost sharing is required for AIP costs.

37. Short Term Incentive Plan Costs (“STIP”).

The Parties agree that BH Nebraska Gas may recover its proposed employee compensation STIP costs at 70% of actual costs proposed by BH Nebraska Gas in its general rate application. The revenue requirement incorporates a reduction of \$277,172 (Total Company) and \$242,449 (Jurisdictional) related to employee STIP costs.

38. Long-Term Incentive Plan Costs (“LTIP”).

The Parties agree that BH Nebraska Gas may recover 30% of its LTIP costs. The revenue requirement incorporates a reduction of \$396,162 (Total Company) and \$346,533 (Jurisdictional) related to employee LTIP costs.

39. Employee Recognition Programs

The Parties agree that BH Nebraska Gas may recover its employee recognition costs based on the level of base year expenses.

40. Insurance Expense

The Parties agree that insurance costs should reflect known and measurable costs. BH Nebraska Gas will remove the 10% increase on the five policies that had not yet been renewed when BH Nebraska Gas updated the costs in its rebuttal filing. This results in a reduction in operating expenses of \$9,534 (Total Company) and \$8,340 (Jurisdictional).

41. Pooled Medical Costs

The Parties agree to reduce pooled medical costs in alignment with the reduction in BHSC employee open positions resulting in a reduction of \$20,047 (Total Company) and \$17,536 (Jurisdictional).

42. Directors and Officers Insurance (“D&O”)

The Parties agree to a 50% sharing of D&O costs. The revenue requirement model reflects a reduction of \$104,238 (Total Company) and \$91,180 (Jurisdictional) in costs related to D&O insurance costs.

43. Alternate Forms of Payment

The Parties agree to use BH Nebraska Gas’ adjustment proposed in BH Nebraska Gas’ rebuttal testimony.

44. Public Awareness Campaign

The Parties agree to use BH Nebraska Gas’ adjustment proposed in BH Nebraska Gas’ rebuttal testimony.

45. Bad Debt

The Parties agree to use BH Nebraska Gas’ formula to calculate a three year average bad debt rate which will be applied to the final revenue requirement.

46. FICA Tax Calculations (Corrected Payroll Taxes)

The Parties agree to correct the FICA tax calculation to exclude benefit costs for both direct and allocated labor. Exhibit A reflects these updates in Sched L-1.

47. Manufactured Gas Plant Testing Costs

The Parties agree that BH Nebraska Gas will remove \$138,821 (Total Company) and \$121,430 (Jurisdictional) from base rates and will transfer these expenses to a deferred asset

upon approval of the deferred accounting treatment by the Commission. The deferred asset is established as a cost tracking mechanism and any recovery of these expenses will be contingent upon Commission prudence review and approval.

48. Severance Pay

The Parties agree to remove severance pay of \$68,157 (Total Company) and \$59,619 (Jurisdictional) from base rates.

49. Stored Gas Property Tax

The Parties agree that prior period recovery of natural gas storage property tax costs of \$116,664 should be included in base rates and amortized over three years as proposed by BH Nebraska Gas resulting in an increase to property tax expense of \$38,888 (Total Company) and \$34,099 (Jurisdictional).

50. Advertising Expense

The Parties agree that BH Nebraska Gas should reduce the revenue requirement model to exclude additional advertising in the amount of \$8,425 (Total Company) and \$7,297 (Jurisdictional) which was included in the application. The revenue requirement model reflects a reduction in cost related to that item.

51. Rate Case Expense

The Parties agree that BH Nebraska Gas should recover its actual prudently incurred rate case expenses at a cap of \$595,000. The level of rate case expenses is anticipated to be around \$595,000. Rate case expenses will be recovered over a three-year amortization period using the State Regulatory Assessment surcharge.

52. Village of Western, Nebraska Reclassification

The Parties agree that the Choice Gas Program will not be changed in this proceeding except for reclassification of customers located within the town of Western, Nebraska. Customers within Western, NE will be notified in February or March of 2026 prior to reclassification, which will take place on June 1, 2026. The revenue requirement model incorporates a reduction to Operating Expense by \$7,462 (Total Company) and \$6,527 (Jurisdictional). BH Nebraska Gas will file revised tariff sheets with the Commission on or about May 1, 2026 to reclassify the customers located within the Village of Western, NE from Rate Area Five to Rate Area Three as proposed by BH Nebraska Gas consistent with the Tariff Sheet 20, 22, 25, and 27 in Application Exhibit 1, Section 8.

53. Annualized Customer Growth Adjustment

The Parties agree to adjust revenue requirements to reflect additional revenue associated with an annualized customer growth adjustment of 3,880 per month. The Parties agreed to use the actual bills recorded by BH Nebraska Gas through August of 2025 and then calculated a reasonable estimate of the number of customer bills anticipated through the end of December 2025 for the calculation of this adjustment. The Parties agree that the annualized customer growth adjustment using 3,880 customer bills per month is a representative and reasonable calculation of the customer growth anticipated by BH Nebraska Gas.

D. CLASS COST OF SERVICE/REVENUE ALLOCATION/RATE DESIGN

54. Class Cost of Service – Model

The Parties agree that the BH Nebraska Gas Settlement Class Cost of Service Study (“CCOSS”) will be used to apply the Commission-approved final revenue requirement

adjustments. A copy of the Settlement Class Cost of Service Study is attached as Exhibit B of this Settlement.

55. Rate Design

The Parties agree to the revenue allocation and rate structure proposed by BH Nebraska Gas. The Parties agree that the difference in the rate design positions of the Public Advocate and Company is primarily related to the significant difference between BH Nebraska Gas’ and the Public Advocate’s proposed revenue requirement. The Parties agree that the agreed upon revenue requirement reduces the first block of the proposed rates from that originally proposed by BH Nebraska Gas. In addition, the Parties agree that BH Nebraska Gas’ original proposed second-tier block rate will remain as proposed by BH Nebraska Gas.

The Parties agree to the bifurcation of the BH Nebraska Gas commercial customer class and rates. The Parties agree that the Settlement rate design produces rates that are just and reasonable.

The Parties agree to “BH Nebraska Gas Settled” rates and design column shown below:

Table 3 – Rates and Design

	BH Nebraska Gas Previous	BH Nebraska Gas Interim	BH Nebraska Gas Settled
Residential Customer Charge	\$15.45 per month	\$31.00 per Month	\$27.95 per Month
Small Commercial Customer Charge	\$28.43 per month	\$48.00 per Month	\$48.00 per Month
Large Commercial Customer Charge	\$28.43 per month	\$121.00 per Month	\$112.00 per Month
Residential Distribu- tion Charge Tier 1	\$0.50858/Therm First 20 Therms	\$0.42242/Therm First 10 Therms	\$0.42989/Therm First 10 Therms

Residential Distribution Charge Tier 2	\$0.15000/Therm Over 20 Therms	\$0.15000/Therm Over 10 Therms	\$0.15000/Therm Over 10 Therms
Small Commercial Distribution Charge Tier 1	\$0.50858 First 40 Therms	\$0.95940/Therm First 20 Therms	\$0.95940 /Therm First 20 Therms
Small Commercial Distribution Charge Tier 2	\$0.15000/Therm Over 40 Therms	\$0.15000/Therm Over 20 Therms	\$0.15000/Therm Over 20 Therms
Large Commercial Distribution Charge Tier 1	\$0.50858/Therm First 40 Therms	\$0.22484/Therm First 500 Therms	\$0.17803/Therm First 500 Therms
Large Commercial Distribution Charge Tier 2	\$0.15000/Therm Over 40 Therms	\$0.15000/Therm Over 500 Therms	\$.15000/Therm Over 500 Therms

The Parties agree that the *pro forma* billing determinants as detailed in Mr. Hyatt's testimony should be used for calculating the Settlement Revenue Requirement. A copy of the Settlement Rate Design is attached as Exhibit B of this Settlement.

56. Customer Bill Impact

The final Customer Bill Impacts by class are included in Exhibit B. The Parties agree that the overall increase in revenue, cost allocation, and rate design result in the following Customer Bill Impact to average customers. An average customer is defined as the average number of adjusted total therms divided by the adjusted total customer bills for each customer class. Residential customers have an average of 54 therms, Small General Service 119 therms, and Large General Service 1,514 therms per customer bill. The tables below show the average customer gas consumption and the cost impact of Interim rates and Settlement rates compared to the pre-filing rates.

Tables 4 - Average Residential Customer Bill Impacts – Interim and Settled Rates

Interim Residential Average	Final Residential Average
54 therms	54 therms
\$6.27/mo. increase	\$2.85/mo. increase
9.4% Higher	4.3% Higher

Interim Residential Winter	Final Residential Winter	Interim Residential Summer	Final Residential Summer
95 therms	95 therms	25 therms	25 therms
\$6.27/mo. increase	\$2.85/mo. increase	\$6.27/mo. increase	\$2.85/mo. increase
6.5% Higher	3.0% Higher	13.7% Higher	6.2% Higher

Tables 5 - Average Small Commercial Customer Bill Impacts– Interim and Settled Rates

Interim Small Commercial Average	Final Small Commercial Average
119 therms	119 therms
\$6.29/mo. increase	\$5.34/mo. increase
4.4% Higher	3.7% Higher

Interim Small Commercial Winter	Final Small Commercial Winter	Interim Small Commercial Summer	Final Small Commercial Summer
218 therms	218 therms	47 therms	47 therms
\$6.29/mo. increase	\$5.34/mo. increase	\$6.29/mo. increase	\$5.34/mo. increase
2.9% Higher	2.5% Higher	6.7% Higher	5.7% Higher

Tables 6 - Average Large Commercial Customer Bill Impacts– Interim and Settled Rates

Interim Large Commercial Average	Final Large Commercial Average
1,514 therms	1,514 therms
\$100.52/mo. increase	\$72.01/mo. increase
8.8% Higher	6.3% Higher

Interim Large Commercial Winter	Final Large Commercial Winter	Interim Large Commercial Summer	Final Large Commercial Summer
2,403 therms	2,403 therms	879 therms	879 therms
100.52/mo. increase	\$72.01/mo. increase	\$100.52/mo. in- crease	\$72.01/mo. increase
5.7% Higher	4.1% Higher	14.6% Higher	10.5% Higher

E. PROPOSED RIDER MECHANISMS

57. McCook Manufactured Gas Plant Deferred Accounting Treatment

The Parties agree that upon Commission approval BH Nebraska Gas will defer the costs and expenses associated with the McCook Manufactured Gas Plant site in McCook, Nebraska with the understanding that BH Nebraska Gas may seek recovery of these expenses in a future proceeding. Additionally, BH Nebraska Gas will remove \$138,821 (Total Company) and \$121,430 (Jurisdictional) from base rates and will transfer these expenses into a deferred asset account upon approval of the deferred accounting Order by the Commission. The deferred asset is established as a cost tracking mechanism and any future recovery shall be contingent upon Commission prudence review and approval.

58. Insurance Expense Deferred Accounting Treatment

The Parties agree that BH Nebraska Gas will track future insurance expense to the base-line amount of \$3,454,290 (Total Company) \$3,012,652 (Jurisdictional) established in this proceeding in a deferred asset account upon approval of the deferred accounting Order by the Commission. The deferred asset is established as a cost tracking mechanism and any future recovery shall be contingent upon Commission prudence review and approval.

59. SSIR Renewal and Approval of 2026 SSIR Projects

The Parties agree that the System Safety and Integrity Rider (“SSIR”) mechanism is renewed for a period of five years. The Parties further agree that BH Nebraska Gas may include within the 2026 SSIR Projects the cost of those projects identified in Hearing Exhibit No. BH-TVB-2 (Ms. Tatyana Bannan’s Direct Testimony Exhibit No. TVB-2-2026 SSIR Application). The Parties agree that BH Nebraska Gas may continue to recover the DIIP expense through the SSIR Charge through December 31, 2025. The updated SSIR model that reflects the WACC, depreciation rates, and CCOSS allocations from this Settlement Agreement is attached as Exhibit C.

60. Weather Normalization Adjustment Rider (WNA Rider)

The Parties agree that BH Nebraska Gas will develop a two-year pilot program for the WNA Rider. The Parties agree that the two-year pilot period will follow the timeline as shown in the table below:

Table 7 – WNA Rider Timeline

Pilot Period	Calculation Period	Refund/Collection Period
Year 1	August 1, 2025 – July 31, 2026	October 1, 2026 – September 30, 2027
Year 2	August 1, 2026 – July 31, 2027	October 1, 2027 – September 30, 2028

Mid-year informational filings will be provided to the Commission and Public Advocate. At the end of the pilot period, a final true-up factor will be filed and applied to customer bills. A request for an extension of the WNA Rider beyond the two-year pilot period may be filed outside of a rate review. The Public Advocate reserves the right to conduct an audit of the accuracy of the WNA at the end of the Pilot and file its findings with the Commission.

F. EXISTING RIDER/ SURCHARGE & CREDITS/ TARIFF CHANGES

61. High Efficiency Assistance Tool (HEAT)

The Parties agree that administrative costs shall be included in the program costs subject to the Commission approved annual program cap of \$1 million.

62. Rate Review Expense and Other Surcharges/Credits

The Parties agree that BH Nebraska Gas has authority Pursuant to § 66-1841 of the Act to collect its regulatory costs, including the Commission's assessment through a surcharge mechanism. Specifically, the Parties agree that the Commission should approve the BH Nebraska Gas customer surcharges or recovery of the amortized amounts set forth in the tariff or revenue requirement as summarized in the table below:

Table 8 – Rate Review Expense and Other Surcharges/Credits

Surcharge Name	Total	Amortization or Surcharge Amount	Length of Surcharge
Rate Review Expense	\$595,000	\$.05	36 months
EDIT Refund	\$7,365,162	\$(0.68)	36 months
2026 SSIR Charge	\$2,763,542	Residential: \$0.63 Sm Commercial: \$1.11 Lg Commercial: \$5.95	Continuing monthly
WNA Rider	TBD	TBD	2 Yr Pilot Program

63. Excess Deferred Income Tax ("EDIT") Refund

The parties agree that BH Nebraska Gas shall refund \$7,365,162 (Total Company and Jurisdictional) of EDIT resulting from changes in state corporate income tax rate. It will be refunded through the existing State Regulatory Assessment charge over 36 months subject to a final true up.

64. Tariff Provisions

The Parties agree that (1) the miscellaneous charges increases, tariff changes, and incremental revenue is supported; (2) the listed materials related to diversion fees shall be removed; (3) the bifurcation of the Commercial Class is appropriate; (4) Reclassifying the Village of Western is approved with actual notice to customers prior to reclassification; (5) HEAT incentive Program administrative costs shall be included in the program costs, subject to the program cap; (6) the timing of disconnections should additionally not occur on a Friday or the day prior to a holiday; (7) the elimination of Line Locates Surcharge language and other housekeeping changes are appropriate and shall be implemented; and (8) WNA Rider is approved for a 2 year pilot program. The Settlement accepts and incorporates by reference the tariffs included in Application Exhibit 1, Section 8 that were effective August 1, 2025, with the following revisions set forth in Exhibit D. Revisions include updating rate schedules for the settlement rates, adding language around the timing of disconnections, and revising the WNA Rider language for the pilot program.

65. Uncontested Issues.

The Parties agree that the Commission should approve all uncontested proposals of BH Nebraska Gas as provided within its rate application, supporting testimony, and proposed tariffs.

IV. EFFECTIVE DATE

66. This Settlement shall become effective upon mutual execution of the Parties as set forth below. However, the terms of the Settlement are subject to Commission approval of the Settlement without condition or modification by a final Commission Order.

67. The Parties agree that, subject to Commission approval, the new Final rates can be implemented and become effective on January 1, 2026. BH Nebraska Gas will file a Refund Plan

by March 1, 2026, and thereafter make refunds for the period of Interim rates to the date of Final rates within sixty (60) days after Commission approval of BH Nebraska Gas' Refund Plan.

V. RESERVATIONS

68. This Settlement is submitted pursuant to the requirements set forth in the State Natural Gas Regulation Act, the Commission's Rules and Regulations, and prior applicable Commission orders. The Parties agree that, unless this Settlement becomes effective as provided herein, this Settlement and any and all discussions related hereto shall be privileged and shall not be admissible as evidence or in any way used, described or discussed in any future proceeding.

69. The Parties understand and agree that this Settlement represents a negotiated settlement of the issues in this proceeding, settled in a manner that is not contrary to the public interest. Neither BH Nebraska Gas, the Public Advocate, nor any other party shall be deemed to have approved, accepted, agreed or otherwise consented to any accounting principle, ratemaking principle or cost of service determination underlying or supporting any of the rates provided for herein. The provisions of this Settlement are for purposes of settlement only and shall have no precedential effect.

70. The Parties further understand and agree that the provisions of this Settlement related only to the specific matters referred to in this Settlement and no party or person waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Settlement. Nothing in this Settlement shall preclude BH Nebraska Gas from filing changes to its Natural Gas Tariff on file with the Commission which are not inconsistent with its specific obligations under this Settlement.

71. This Settlement is not severable. Each provision of the Settlement is dependent upon all other provisions of the Settlement. The Parties further reserve the right to withdraw their support for this Settlement if the Commission modifies the Settlement in any manner which is

materially adverse to the Party withdrawing its support; and, further, the Parties reserve the right to contest any such Commission order modifying the Settlement in a manner which is materially adverse the Party contesting such Commission order.

72. The Parties agree that all pre-filed testimony and supporting documentation should be admitted as full exhibits for the purpose of consideration of this Settlement and be given whatever weight the Commission deems appropriate. Consent by the Parties to admit all pre-filed testimony without challenge does not constitute agreement by any of the Parties that the content of the pre-filed testimony is accurate or that the views of the witnesses should be assigned any particular weight by the Commission. The pre-filed testimony and supporting documentation previously provided in this proceeding are not expected to be subject to cross-examination by the Parties, which would normally occur in a fully litigated case. The resolution of any specific issue in this Settlement does not indicate the Parties' agreement to such resolution for purposes of any future proceedings.

VI. SETTLEMENT EXECUTION, DATE, AND AUTHORIZED PARTIES

73. The Parties agree that the execution of this Settlement by each Party possesses the requisite power and authority to conduct business and to execute, deliver, and perform the Settlement. Each Party further warrants that the individuals who sign this Settlement have the legal power, right, and authority to enter into this Settlement and to bind each respective party.

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Dated: October 7, 2025

**BLACK HILLS NEBRASKA GAS, LLC
D/B/A BLACK HILLS ENERGY**

By: /s/ Nick Wagner
Vice President, Regulatory
Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy

and

THE PUBLIC ADVOCATE OF NEBRASKA

By: /s/ Chris Dibbern, #17286
Attorney at Law
Public Advocate of Nebraska

RESPECTFULLY SUBMITTED THIS 7TH DAY OF OCTOBER.

Douglas J. Law, #19436

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Attorney for the Public Advocate of Nebraska

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of October, 2025, the foregoing **JOINT STIPULATION AND AGREEMENT OF SETTLEMENT** was served electronically on the following at the email address shown below:

Nebraska Public Service Commission	
Gregory J. Walklin gregory.walklin@nebraska.gov	Nichole Mulcahy nichole.mulcahy@nebraska.gov
Jonathan Smith jon.smith@nebraska.gov	Alex Timperley alex.timperley@nebraska.gov
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Nebraska Public Advocate	
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WoodRiver Energy	
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Thomas W. Tye II tw2@tyelaw.com	

/s/ Douglas J. Law

Douglas J. Law #19436

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF BLACK HILLS NEBRASKA GAS, LLC,	)	
D/B/A BLACK HILLS ENERGY, RAPID	)	APPLICATION NO. NG-124
CITY, SOUTH DAKOTA, SEEKING	)	
APPROVAL OF A GENERAL RATE	)	
INCREASE	)	

**JOINT STIPULATION AND AGREEMENT OF SETTLEMENT
BETWEEN BLACK HILLS NEBRASKA GAS, LLC D/B/A
BLACK HILLS ENERGY, WOODRIVER ENERGY, LLC, AND
THE PUBLIC ADVOCATE OF NEBRASKA
(“CHOICE GAS PROGRAM SETTLEMENT”)**

October 7, 2025

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BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION)
OF BLACK HILLS NEBRASKA GAS, LLC)
D/B/A BLACK HILLS ENERGY, RAPID) APPLICATION NO. NG-124
CITY, SOUTH DAKOTA, SEEKING A)
GENERAL RATE INCREASE)

**CHOICE GAS PROGRAM
JOINT STIPULATION AND AGREEMENT OF SETTLEMENT**

Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“BH Nebraska Gas” or “Company”), WoodRiver Energy, LLC (“WoodRiver”), and the Nebraska Public Advocate (“Public Advocate”) hereby submit this Joint Stipulation and Agreement of Settlement (“Choice Gas Program Settlement”) for approval by the Nebraska Public Service Commission (“Commission”). BH Nebraska Gas, WoodRiver, and the Public Advocate are each a “Party” and collectively referred to as “Parties.” This Choice Gas Program Settlement resolves all issues raised by the Parties in a fair and reasonable manner and is in the public interest.

NOW THEREFORE, the Parties respectfully request that the Commission approve the Choice Gas Program Settlement consistent with the State Natural Gas Regulation Act, Commission regulations, and prior Commission orders.

I. INTRODUCTION AND PROCEDURAL BACKGROUND

1. On May 1, 2025, BH Nebraska Gas filed its Application for a general rate increase. The Commission accepted the Application under Commission Application No. NG-124, issued public notice, and established June 5, 2025, as the deadline for Intervenor to file Petitions to Intervene in the proceeding.

2. On May 1, 2025, BH Nebraska Gas filed a Motion for Protective Order, and its Motion for Waiver of Filing Requirements.

3. On May 6, 2025, the Commission issued a Protective Order for this proceeding and the Notice of Assessment. A formal protest also was filed on May 6, 2025, by the Nebraska Public Advocate. The Commission issued separate orders granting the BH Nebraska Gas Motion for Limited Waiver and the Protective Order in this docket.

4. On May 8, 2025, the Commission issued its Order Granting Intervention of Public Advocate and Setting Planning Conference.

5. On May 30, 2025, the Federal Executive Agencies (FEA) filed its Petition to Intervene.

6. On June 3, 2025, the Commission granted the FEA's intervention.

7. On June 5, 2025, WoodRiver filed its Petition to Intervene.

8. On June 6, 2025, the Commission issued an Order granting WoodRiver's intervention.

9. On June 10, 2025, the Commission held a Planning Conference, set the Procedural Schedule in this matter, and issued the Notice of Hearing.

10. On June 16, 2025, FEA filed a Motion to Withdraw their formal intervention.

11. On June 20, 2025, the Commission granted FEA's Motion to Withdraw its intervention.

12. On July 15, 2025, the Commission issued an Order Setting Town Hall Meetings to occur August 19 and 20, 2025.

13. On August 15, 2025, the Public Advocate filed Answer Testimony, Exhibits and its Witness and Exhibit Lists in the above-captioned proceeding.

14. On August 19 and 20, 2025, the Commission held three separate town hall meetings that were available and open to the public, the purpose of which was to familiarize the public with

the particulars of the Application and procedure for review of the same, and to receive comments and to answer questions from the public.

15. On September 15, 2025, BH Nebraska Gas filed its rebuttal testimony and exhibits.

16. On September 25, 2025, the Parties informed the Commission that the Public Advocate and BH Nebraska Gas had reached full agreement on the disputed issues raised in this proceeding.

17. On October 7, 2025, BH Nebraska Gas and the Public Advocate filed a separate Settlement Agreement to address all material issues of fact and law raised by the Public Advocate in this proceeding.

18. On October 7, 2025, the Parties filed this Choice Gas Program Settlement Agreement.

19. On October 7, 2025, the Parties filed a Joint Motion with the Commission to amend the Procedural Schedule issued by the Commission in this proceeding.

20. On October 15, 2025, the Commission will hold a Hearing in accordance with the Procedural Schedule issued in this proceeding.

II. STIPULATIONS

21. The Parties engaged in discussions seeking resolution of the disputed Choice Gas Program gas pricing issues in this proceeding. BH Nebraska Gas previously responded to data requests as served by WoodRiver related to Choice Gas Program issues. WoodRiver and BH Nebraska Gas thereafter have corresponded, exchanged settlement offers, and met on various occasions to review their respective positions.

22. The Parties have reached an agreement to settle all material issues of fact and law related to the Choice Gas Program issues raised in this proceeding. To that end, the Parties set

forth below the agreement of the Parties related to all uncontested and contested Choice Gas Program issues within this proceeding. The settled Choice Gas Program Supplier pricing issues are resolved as follows:

- The Parties acknowledge that the timing of the application in this proceeding did not provide Choice Gas Suppliers with prior notice with respect to the rates that could be applied to customers in their Fixed Monthly Bill (“FMB”) programs. The Parties agree that BH Nebraska Gas and the Choice Gas Suppliers should endeavor going forward to prevent such an occurrence in the future. Therefore, the Parties agree to defer discussion, comments, and decision of all Choice Gas Program issues raised in this proceeding related to Choice Gas Program Suppliers offering Choice Gas Customers a Fixed Monthly Bill price option, including, but not limited to, timing and/or notice commitments by BH Nebraska Gas related to future rate increase applications, to the following opportunities:
 - The Annual Supplier Meeting between BH Nebraska Gas and Choice Gas Suppliers scheduled for October 22, 2025 that will specifically include but not be limited to a full discussion of (a) whether the FMB price option should continue, and (b) if the FMB is permitted, then the timing and scope of the confidential prior notice of a rate proceeding by BH Nebraska Gas to each of the Choice Gas Suppliers; and
 - The 2026 Commission Application No. NG-102 Annual Choice Gas Program Workshop that will specifically include but not be limited to a full discussion and commission review of (a) whether the FMB price option should continue, and (b) if the FMB is permitted, then the timing and scope

of the confidential prior notice of a rate proceeding by BH Nebraska Gas to each of the Choice Gas Suppliers.

III. EFFECTIVE DATE

23. This Choice Gas Program Settlement shall become effective upon mutual execution of the Parties as set forth below. However, the terms of the Choice Gas Program Settlement are subject to Commission approval of the Choice Gas Program Settlement without condition or modification by a final Commission Order.

IV. RESERVATIONS

24. This Choice Gas Program Settlement is submitted pursuant to the requirements set forth in the State Natural Gas Regulation Act, the Commission's Rules and Regulations, and prior applicable Commission orders. The Parties agree that, unless this Choice Gas Program Settlement becomes effective as provided herein, this Choice Gas Program Settlement and all discussions related hereto shall be privileged and shall not be admissible as evidence or in any way used, described or discussed in any future proceeding.

25. The Parties understand and agree that this Choice Gas Program Settlement represents a negotiated settlement of the issues in this proceeding, settled in a manner that is not contrary to the public interest. The provisions of this Choice Gas Program Settlement are for purposes of settlement only and shall have no precedential effect.

26. The Parties understand and agree that the proposals, positions, and adjustments made or obtained in this Choice Gas Program Settlement, whether express or implied, are made or obtained only through the spirit of compromise. The Parties have entered this Choice Gas Program Settlement to avoid the burden, expense, delays, and uncertainties of further litigation with respect to the disputed issues. This Choice Gas Program Settlement has been executed as a compromise

of all disputed claims, and the execution of the Choice Gas Program Settlement does not constitute an admission or concession on the merits of those claims on the part of any Party.

27. The Parties further understand and agree that the provisions of this Choice Gas Program Settlement related only to the specific matters referred to in this Choice Gas Program Settlement and no party or person waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Choice Gas Program Settlement. Nothing in this Choice Gas Program Settlement shall preclude BH Nebraska Gas from filing changes to its Natural Gas Tariff on file with the Commission which are not inconsistent with its specific obligations under this Choice Gas Program Settlement.

28. This Choice Gas Program Settlement is not severable. Each provision of the Choice Gas Program Settlement is dependent upon all other provisions of the Choice Gas Program Settlement. The Parties further reserve the right to withdraw their support for this Choice Gas Program Settlement if the Commission modifies the Choice Gas Program Settlement in any manner which is materially adverse to the Party withdrawing its support; and, further, the Parties reserve the right to contest any such Commission order modifying the Choice Gas Program Settlement in a manner which is materially adverse the Party contesting such Commission order.

V. SETTLEMENT EXECUTION, DATE, AND AUTHORIZED PARTIES

29. The Parties agree that the execution of this Choice Gas Program Settlement by each Party possesses the requisite power and authority to conduct business and to execute, deliver, and perform the Choice Gas Program Settlement. Each Party further warrants that the individuals who sign this Choice Gas Program Settlement have the legal power, right, and authority to enter this Choice Gas Program Settlement and to bind each respective party.

Dated: October 7, 2025

WOODRIVER ENERGY, LLC

By: **Don Krattenmaker**
Chief Operating Officer
and

**BLACK HILLS NEBRASKA GAS, LLC
D/B/A BLACK HILLS ENERGY**

By: **/s/ Nick Wagner**

Vice President, Regulatory

and

THE PUBLIC ADVOCATE OF NEBRASKA

By: **/s/ Chris Dibbern**
Attorney at Law
Public Advocate of Nebraska

Respectfully submitted this 7th day of October.

/s/Alex Goldberg

Alex Goldberg

Attorney

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Attorney for the Public Advocate of Nebraska

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of October, 2025, the foregoing **JOINT STIPULATION AND AGREEMENT OF SETTLEMENT BETWEEN BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY, WOODRIVER ENERGY, LLC, AND THE PUBLIC ADVOCATE OF NEBRASKA** was served electronically on the following at the email address shown below:

Nebraska Public Service Commission	
Gregory J. Walklin gregory.walklin@nebraska.gov	Nichole Mulcahy nichole.mulcahy@nebraska.gov
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Thomas W. Tye II twt2@tyelaw.com	

/s/ Douglas J. Law
Douglas J. Law #19436

EXHIBIT D

SETTLEMENT TARIFFS

CLEAN VERSION

RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE

**DISPUTED BILL
– RESIDENTIAL
CUSTOMERS**

291 N.A.C §9.013.02

Neb. Rev. Stat. §70-
1608 to §70-1614

A Residential Customer may request a conference in regard to any dispute over a proposed discontinuance of service before an employee designated by the Company to hear such matters. The employee designated by the Company shall hear and decide all matters disputed by Residential Customers. The subjects to be heard shall include matters relating to a disputed bill.

A Residential Customer may dispute the proposed discontinuance of natural gas by notifying the Company with a written statement that sets forth the reasons for the dispute and the relief requested. If a statement has been made by the Residential Customer, a conference shall be held before the Company may discontinue service.

Upon notice to the employee designated by the Company of any request for a conference by a Residential Customer, the employee shall:

- Notify the Residential Customer, in writing, of the time, place, and date scheduled for the conference; and
- Hold a conference within fourteen (14) days of the receipt of the Residential Customer's request. Such conference shall be informal and not governed by the Nebraska Evidence Rules. If the employee determines at the conference that the Residential Customer did not receive proper notice, the employee shall recess and continue the conference at such time as the Residential Customer has been afforded his or her rights. Failure of a Residential Customer to attend a scheduled conference shall relieve the Company of any further action prior to the discontinuance of service. If a Residential Customer contacts the Company prior to the scheduled conference and demonstrates that failure to attend is for a legitimate reason, the Company will make a reasonable effort to reschedule the conference.

The designated Company employee shall, based solely on the evidence presented at the conference, affirm, reverse, or modify any decision by the Company involving a disputed bill which results in a threatened termination of utility service. The employee shall allow termination of utility service only as a measure of last resort after the Company has exhausted all other remedies less drastic than termination.

Any Residential Customer may appeal an adverse decision of the Company's designated employee to a management office designated by the Company or to a utility board if designated by the Company. Company shall establish a hearing procedure to resolve utility bills appealed by Residential Customers.

RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE

**DISPUTED BILL –
RESIDENTIAL
CUSTOMERS**

(Continued)

291 N.A.C. §9.013.02

The procedure shall be in writing and a copy of such procedure shall be furnished upon the request of any Residential Customer. Such appeal shall be filed with the management office or utility board within the time specified in the procedures established by the Company. Nothing here shall prohibit the Company from providing such additional stages of appeal as it may deem appropriate.

At any hearing held, the Residential Customer may:

- Be represented by legal counsel or other representative or spokesperson;
- Examine and copy, not less than three business days prior to such hearing, the utility's file and records pertaining to all matters directly relevant to the dispute or utilized in any way by the utility in reaching the decision to propose termination or to take other action which is the subject of the hearing;
- Present witnesses and offer evidence;
- Confront and cross-examine such other witnesses as may appear and testify at the hearing; and
- Make or have made a record of the proceedings at his or her own expense.

In any appeal filed, the management office designated by the Company shall notify the Residential Customer of the time, place, and date scheduled for such hearing.

**TIMING OF
DISCONNECTION**

291 N.A.C. §9.013.04
and
291 N.A.C. §9.013.05

The Company will not disconnect natural gas service to a residential customer for non-payment of bills for natural gas service on any Saturday, Sunday, Nebraska legal holiday or at any time when the Company's business offices are not open to the public. During the period November 1 through March 31, the Company will delay the act of service disconnection for a period of 30 days where the disconnection is a result of residential customer's failure to pay bills for natural gas service as required under this Tariff. The Company shall abide by any temporary ban on service disconnections lawfully ordered by the Commission.

**TIMING OF
DISCONNECTION-
COMPANY POLICY**

The Company, additionally, will not disconnect natural gas service to a residential customer for non-payment of bills for natural gas service on any Friday or any day preceding a Nebraska legal holiday.

RATE SCHEDULES AND OTHER CHARGES
JURISDICTIONAL RATE AREAS

The following section, Sheets 76-140, contains the Rate Schedules and Other Charges applicable to Rate Areas One, Two, Three, and Five. The service territory maps for each rate area can be found on Sheets 23-27. The listing of communities for each rate area can be found on Sheets 20-22.

RATE SCHEDULES AND OTHER CHARGES
RATE AREAS ONE, TWO, THREE, & FIVE

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Commercial Sales Service	82
Economic Development Sales Service (ED).....	83-84
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Reserved for Future Use	87-89
Gas Cost Recovery Mechanisms	
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RATE SCHEDULES AND OTHER CHARGES
SCHEDULE OF RATES

Type of Charge	Billing Unit	Base	SSIR	HEAT	WNA	Gas Cost
Residential		1/	2/	3/	4/	
Customer Charge	Per Month	\$27.95	\$0.63	\$0.25		
Volumetric Charge First 10 Therms	Per Therm	\$0.42989				5/ or 7/
Volumetric Charge Over 10 Therms	Per Therm	\$0.15000				5/ or 7/
Small Commercial (including Energy Options)						
Customer Charge	Per Month	\$48.00	\$1.11	\$0.25		
Volumetric Charge First 20 Therms	Per Therm	\$0.95940				5/ and 7/
Volumetric Charge Over 20 Therms	Per Therm	\$0.15000				5/ and 7/
Large Commercial (including Energy Options)						
Customer Charge	Per Month	\$112.00	\$5.95	\$0.25		
Volumetric Charge First 500 Therms	Per Therm	\$0.17803				5/ and 7/
Volumetric Charge Over 500 Therms	Per Therm	\$0.15000				5/ and 7/
Rate Area 5 Agricultural Seasonal Service						
Minimum Volumetric Charge	Per Therm	\$0.00100				6/ and 7/
Maximum Volumetric Charge	Per Therm	\$0.50000				6/ and 7/

1/ Base rates as set for on Sheet Nos. 79, 80, and 82
2/ System Safety and Integrity Rider set forth on Sheet Nos. 127-131
3/ High Efficiency Assistance Tool set forth on Sheet No. 132
4/ Weather Normalization Adjustment as set forth on Sheet Nos. 138-140
5/ Gas Cost rates for Rate Areas 1-3 as set forth on Sheet Nos. 95 and 96
6/ Annual Agriculture Infrastructure Charge as set forth on Sheet No. 111
7/ Gas Cost rates for Rate Area 5 (Supplier Commodity Charge) is the applicable rate agreed to by the Customer and its Supplier in the Choice Gas Program. See Sheet Nos. 97-107

RATE SCHEDULES AND OTHER CHARGES
RESIDENTIAL SALES SERVICE

AVAILABILITY	Service under this rate schedule is available to Residential Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, Three, and Five.																		
RATE	The Customer's monthly bill shall be the sum of the following components: <u>Base Rates:</u> <table><tr><td>1. Monthly Charge</td><td>\$27.95 per meter</td></tr><tr><td>2. Delivery Charge</td><td>\$0.42989 per Therm, First 10 Therms \$0.15000 per Therm, Over 10 Therms</td></tr></table> <u>Other Charges:</u> This rate schedule is subject to the following other charges: <table><tr><td>1. Gas Cost Charge</td><td></td></tr><tr><td> a. Residential Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95</td><td></td></tr><tr><td> b. Residential Customers in Rate Area Five are subject to:</td><td></td></tr><tr><td> i. the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and</td><td></td></tr><tr><td> ii. the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program</td><td></td></tr><tr><td>2. System Safety and Integrity Rider (SSIR) detailed on Sheets Nos. 127 to 131</td><td></td></tr><tr><td>3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132</td><td></td></tr></table>	1. Monthly Charge	\$27.95 per meter	2. Delivery Charge	\$0.42989 per Therm, First 10 Therms \$0.15000 per Therm, Over 10 Therms	1. Gas Cost Charge		a. Residential Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95		b. Residential Customers in Rate Area Five are subject to:		i. the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and		ii. the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program		2. System Safety and Integrity Rider (SSIR) detailed on Sheets Nos. 127 to 131		3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132	
1. Monthly Charge	\$27.95 per meter																		
2. Delivery Charge	\$0.42989 per Therm, First 10 Therms \$0.15000 per Therm, Over 10 Therms																		
1. Gas Cost Charge																			
a. Residential Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95																			
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i. the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and																			
ii. the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program																			
2. System Safety and Integrity Rider (SSIR) detailed on Sheets Nos. 127 to 131																			
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132																			
MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.																		
DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.																		
LATE PAYMENT CHARGE	One and a half percent (1.5%) of the balance not paid on or before the due date.																		
FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.																		
TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.																		
TERMS AND CONDITIONS	The General Terms and Conditions contained in this Tariff shall apply to this rate schedule.																		

RATE SCHEDULES AND OTHER CHARGES
RESIDENTIAL SALES SERVICE-ANNUAL PRICE OPTION (APO)

AVAILABILITY	Service under this optional rate schedule is only available to any Residential Customer, in Rate Areas One, Two, and Three , who has elected this service for a twelve (12)-month period. Availability under this program is limited to a prescribed number of Residential Customers on a first-come, first-served basis. The program will be limited to those Customers receiving verification of their election from Company.
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RATE	The Customer's monthly bill shall be the sum of the following components:
------	---

Base Rates:

- | | |
|--------------------|---|
| 1. Monthly Charge | \$27.95 per meter |
| 2. Delivery Charge | \$0.42989 per Therm, First 10 Therms
\$0.15000 per Therm, Over 10 Therms |

Other Charges: This rate schedule is subject to the following other charges:

1. APO Gas Cost Charge on Sheet No. 96
2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132

The Base Rates may change during a program year if approved by the Commission as part of a separate rate application.

MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.
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COST OF NATURAL GAS	The APO PGA, as defined in Sheet No. 96, will be shown as a separate component on the Customer's bill and shall remain fixed for the twelve (12) months beginning November 1 and ending October 31 of the following year. The Gas Cost Reconciliation factor (GCR), on Sheet No. 96, will also be shown as a separate component on the bill.
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DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.
----------	--

LATE PAYMENT CHARGE	One and a half percent (1.5%) of the balance not paid on or before the due date.
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FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.
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RATE SCHEDULES AND OTHER CHARGES
LARGE COMMERCIAL SERVICE

AVAILABILITY	Service under this rate schedule is available to Commercial Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, Three, and Five. This rate schedule shall apply to firm natural gas service for Customers whose normal requirements exceed five thousand (5,000) Therms annually.																		
RATE	The Customer's monthly bill shall be the sum of the following components: <u>Base Rates:</u> <table><tr><td>1. Monthly Charge</td><td>\$112.00 per meter</td></tr><tr><td>2. Delivery Charge</td><td>\$0.17803 per Therm, First 500 Therms \$0.15000 per Therm, Over 500 Therms</td></tr></table> <u>Other Charges:</u> This rate schedule is subject to the following other charges: <table><tr><td>1. Gas Cost Charge</td><td></td></tr><tr><td> a) Commercial Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95</td><td></td></tr><tr><td> b) Commercial Customers in Rate Area Five are subject to:</td><td></td></tr><tr><td> i) the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and</td><td></td></tr><tr><td> ii) the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program</td><td></td></tr><tr><td>2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131</td><td></td></tr><tr><td>3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132</td><td></td></tr></table>	1. Monthly Charge	\$112.00 per meter	2. Delivery Charge	\$0.17803 per Therm, First 500 Therms \$0.15000 per Therm, Over 500 Therms	1. Gas Cost Charge		a) Commercial Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95		b) Commercial Customers in Rate Area Five are subject to:		i) the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and		ii) the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program		2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131		3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132	
1. Monthly Charge	\$112.00 per meter																		
2. Delivery Charge	\$0.17803 per Therm, First 500 Therms \$0.15000 per Therm, Over 500 Therms																		
1. Gas Cost Charge																			
a) Commercial Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95																			
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i) the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and																			
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2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131																			
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132																			
MINIMUM BILL	Minimum monthly bill shall be the Basic Monthly Charge.																		
DUE DATE	Bills will be due twenty (20) days after Company's Mailing Date.																		
LATE PAYMENT CHARGE	One and a half percent (1.5%) of the balance not paid on or before the due date.																		
FRANCHISE FEE	A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.																		
TAXES	Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.																		
TERMS AND CONDITIONS	The General Terms and Conditions contained in this Tariff shall apply to this rate schedule.																		

RATE SCHEDULES AND OTHER CHARGES
ENERGY OPTIONS PROGRAM TRANSPORTATION SERVICE (EO)

AVAILABILITY The Energy Options Program is available for the delivery of natural gas owned by the Customer from Company's Town Border Station(s) to a meter location on the Customer's premise. An Energy Options Customer must sign a contract with a CNGP participating in Company's Energy Options Program. An Energy Options Marketer's participation in Company's Energy Options Program is conditioned on the Marketer's compliance with the following requirements:

1. Providing Company with a copy of its approved CNGP certificate from the Commission, and
2. Entering into a "Marketer Agreement" setting forth non-discriminatory operating conditions and related requirements, rights, obligations and agreements, applied by Company without preference to any Marketer or Company affiliate.
3. Adhering to Code of Conduct as defined on Sheet No. 7 and detailed on Sheet No. 122.

Company reserves the unilateral right to alter or amend or revise the requirements under this Energy Options Tariff or its Marketer Agreement, subject to Commission approval.

Availability of local natural gas transportation services under the Energy Options Program is subject to system operational considerations. This Energy Options Program is not available to Residential Customers of Company.

APPLICABILITY AND CHARACTER OF SERVICE This Rate Schedule shall apply to Small and Large Commercial Customers in **Rate Areas One, Two, and Three** whose natural gas transportation requirements are less than five hundred (500) Therms per day as determined by average daily consumption. Energy Options service is normally not subject to interruption, but will be subject to Emergency curtailment, Sheets 64 to 66.

RATE The Customer's monthly bill shall be the sum of the following components:

Small Commercial

1. Basic Monthly Charge: \$48.00 per meter
2. Delivery Charge (Base Rate): \$0.95940 per Therm, First 20 Therms
\$0.15000 per Therm, Over 20 Therms

Large Commercial

1. Basic Monthly Charge: \$112.00 per meter
2. Delivery Charge (Base Rate): \$0.17803 per Therm, First 500 Therms
\$0.15000 per Therm, Over 500 Therms

Small and Large Commercial

1. L&U: Lost & Unaccounted for gas shall be charged in the same manner that Sales Service Customers are charged.
 2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131
 3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132
-

RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

AVAILABILITY	All Jurisdictional customers are subject to this WNA Rider designed to refund excess revenue or collect deficient revenue that occur as a result of deviations from normal weather. The WNA Rider shall be subject to annual changes to be effective on October 1 of each year. The WNA Rider rate to be applied to each Rate Schedule is forth on the Rate Schedules and Other Charges Schedule of Rates, Sheet No. 78.
TIMELINE	A. The WNA Calculation Period shall consist of the twelve-month period ending July 31. B. The WNA Collection Period shall consist of the twelve-month period ending September 30. Therefore, the Annualized WNA Rider will appear over the WNA Collection Period starting with monthly bills rendered after October 1. The Company shall file a report and revised Tariff Sheet No. 78 with the Commission by September 1 of each year showing the calculation of the WNA Rider for the WNA Calculation Period.
CALCULATION	The WNA Rider rate shall be calculated by the following formulas: All terms and calculations are applicable to specific weather stations listed below. Formula (1) and Formula (2) are calculated on an annual basis. Formula (1): $WNAF_f = \frac{[\sum_{12}((nHDD_m - aHDD_m) \times HSF_i + (nPHDD_m - aPHDD_m) \times PHSF_i) \times CC_{mi}] \times r_i}{aSalesTot} + ADJ$ Formula (2): $ADJ = \frac{(PreviousCalculatedADJ - ActualRevenueADJ)}{aSalesTot}$ <i>(continued on next page)</i>

RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

CALCULATION (continued)	Where: WNAF = Annualized WNA Rider, calculated in accordance with Formula (1) nHDD_m = Normal heating degree days (HDDs) for month m, determined according to provisions approved in Application No. NG-124 aHDD_m = Actual HDDs for month m, determined according to provisions approved in Application No. NG-124 HSF_i = Heat sensitive factor for current month, applicable to service schedule i, as approved in Company's most recent rate proceeding nPHDD_m = Normal HDDs for month prior to month m, determined according to provisions approved in Application No. NG-124 aPHDD_m = Actual HDDs for month prior to month m, determined according to provisions approved in Application No. NG-124 PHSF_i = Heat sensitive factor for prior month, applicable to service schedule i, as approved in Application No. NG-124 CCm_i = Customer count for month m, applicable to service schedule i r_i = Applicable margin rate for service schedule i aSalesTot = The sum of actual monthly sales over the current WNA Calculation Period applicable to service schedule i The <i>Previous Calculated Revenue ADJ</i> is the total revenue excess/deficiency for the prior WNA Calculation Period. The <i>Actual Revenue ADJ</i> is the total revenue actually collected/refunded during the prior WNA Collection Period. The WNA Account Balance may be periodically reviewed by the Company and by the Commission. The WNA Rider may be revised by the Commission if it appears at any time on review that the WNA Account Balance at the end of the WNA Collection Period will be substantial.
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RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

WEATHER STATIONS	Data from the following weather stations shall be utilized: 1. Aurora 2. Broken Bow 3. Chadron 4. Grand Island 5. Imperial 6. Lincoln 7. McCook 8. Norfolk 9. North Platte 10. Omaha 11. Scottsbluff 12. Sidney 13. Valentine
PILOT PROGRAM	The two year pilot program approved in Application No. NG-124 will have the following timeline: Year 1: Calculation Period will be August 1, 2025 through July 31, 2026. Collection Period will be October 1, 2026 through September 30, 2027. The WNA Rider report with calculations and WNA Rider rate for Year 1 will be filed September 1, 2026, with the rate effective October 1, 2026 through September 30, 2027. Year 2: Calculation Period will be August 1, 2026 through July 31, 2027. Collection Period will be October 1, 2027 through September 30, 2028. The WNA Rider report with calculations and WNA Rider rate for Year 2 will be filed September 1, 2027, with the rate effective October 1, 2027 through September 30, 2028. At the end of the Year 2 Collection Period, a final true-up factor will be filed. The Company shall prepare and submit a mid-year informational filing by the end of February each year of the Pilot program.
AUDIT AND REVIEW	The Public Advocate reserves the right to conduct an audit of the accuracy of the WNA at the end of the Pilot and file its findings with the Commission.

EXHIBIT D
SETTLEMENT TARIFFS
REDLINE VERSION

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE**

DISPUTED BILL
– RESIDENTIAL
CUSTOMERS

291 N.A.C §9.013.02

Neb. Rev. Stat. §70-
1608 to §70-1614

A Residential Customer may request a conference in regard to any dispute over a proposed discontinuance of service before an employee designated by the Company to hear such matters. The employee designated by the Company shall hear and decide all matters disputed by Residential Customers. The subjects to be heard shall include matters relating to a disputed bill.

A Residential Customer may dispute the proposed discontinuance of natural gas by notifying the Company with a written statement that sets forth the reasons for the dispute and the relief requested. If a statement has been made by the Residential Customer, a conference shall be held before the Company may discontinue service.

Upon notice to the employee designated by the Company of any request for a conference by a Residential Customer, the employee shall:

- Notify the Residential Customer, in writing, of the time, place, and date scheduled for the conference; and
- Hold a conference within fourteen (14) days of the receipt of the Residential Customer's request. Such conference shall be informal and not governed by the Nebraska Evidence Rules. If the employee determines at the conference that the Residential Customer did not receive proper notice, the employee shall recess and continue the conference at such time as the Residential Customer has been afforded his or her rights. Failure of a Residential Customer to attend a scheduled conference shall relieve the Company of any further action prior to the discontinuance of service. If a Residential Customer contacts the Company prior to the scheduled conference and demonstrates that failure to attend is for a legitimate reason, the Company will make a reasonable effort to reschedule the conference.

The designated Company employee shall, based solely on the evidence presented at the conference, affirm, reverse, or modify any decision by the Company involving a disputed bill which results in a threatened termination of utility service. The employee shall allow termination of utility service only as a measure of last resort after the Company has exhausted all other remedies less drastic than termination.

Any Residential Customer may appeal an adverse decision of the Company's designated employee to a management office designated by the Company or to a utility board if designated by the Company. Company shall establish a hearing procedure to resolve utility bills appealed by Residential Customers.

**RULES AND REGULATIONS – NATURAL GAS SERVICE
CONDITIONS FOR REFUSAL OR DISCONNECTION OF SERVICE**

DISPUTED BILL –
RESIDENTIAL
CUSTOMERS

~~Any Residential Customer may appeal an adverse decision of the Company's designated employee to a management office designated by the Company or to a utility board if designated by the Company. Company shall establish a hearing procedure to resolve utility bills appealed by Residential Customers.~~

(Continued)

291 N.A.C §9.013.02

The procedure shall be in writing and a copy of such procedure shall be furnished upon the request of any Residential Customer. Such appeal shall be filed with the management office or utility board within the time specified in the procedures established by the Company. Nothing here shall prohibit the Company from providing such additional stages of appeal as it may deem appropriate.

At any hearing held, the Residential Customer may:

- Be represented by legal counsel or other representative or spokesperson;
- Examine and copy, not less than three business days prior to such hearing, the utility's file and records pertaining to all matters directly relevant to the dispute or utilized in any way by the utility in reaching the decision to propose termination or to take other action which is the subject of the hearing;
- Present witnesses and offer evidence;
- Confront and cross-examine such other witnesses as may appear and testify at the hearing; and
- Make or have made a record of the proceedings at his or her own expense.

In any appeal filed, the management office designated by the Company shall notify the Residential Customer of the time, place, and date scheduled for such hearing.

TIMING OF
DISCONNECTION

291 N.A.C. §9.013.04
and
291 N.A.C. §9.013.05

The Company will not disconnect natural gas service to a residential customer for non-payment of bills for natural gas service on any Saturday, Sunday, Nebraska legal holiday or at any time when the Company's business offices are not open to the public. During the period November 1 through March 31, the Company will delay the act of service disconnection for a period of 30 days where the disconnection is a result of residential customer's failure to pay bills for natural gas service as required under this Tariff. The Company shall abide by any temporary ban on service disconnections lawfully ordered by the Commission.

TIMING OF
DISCONNECTION-
COMPANY POLICY

The Company, additionally, will not disconnect natural gas service to a residential customer for non-payment of bills for natural gas service on any Friday or any day preceding a Nebraska legal holiday.

Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy
Nebraska Natural Gas Tariff
Filed with the Nebraska Public Service Commission

~~Second-Third~~ Revised Sheet No. 76
Cancels ~~First-Second~~ Revised Sheet No. 76

RATE SCHEDULES AND OTHER CHARGES
JURISDICTIONAL RATE AREAS

The following section, Sheets 76-~~137~~140, contains the Rate Schedules and Other Charges applicable to Rate Areas One, Two, Three, and Five. The service territory maps for each rate area can be found on Sheets 23-27. The listing of communities for each rate area can be found on Sheets 20-22.

DATE OF ISSUE: ~~May-October~~ 7-1, 2025
ISSUED BY: Brooke Bassell-Herman

EFFECTIVE DATE: ~~August-January~~ 1, 20265

RATE SCHEDULES AND OTHER CHARGES
RATE AREAS ONE, TWO, THREE, & FIVE

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**Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy**

Nebraska Natural Gas Tariff

Filed with the Nebraska Public Service Commission

~~Fourteenth-Fifteenth~~ Revised Sheet No. 78
Cancels ~~Thirteenth-Fourteenth~~ Revised Sheet No. 78

**RATE SCHEDULES AND OTHER CHARGES
SCHEDULE OF RATES**

Type of Charge	Billing Unit	Base	SSIR	HEAT	WNA	Gas Cost
Residential		1/	2/	3/	4/	
Customer Charge	Per Month	\$3427.950 0	\$0.6345	\$0.25		
Volumetric Charge First 10 Therms	Per Therm	\$0.422424 2989				5/ or 7/
Volumetric Charge Over 10 Therms	Per Therm	\$0.15000				5/ or 7/
Small Commercial (including Energy Options)						
Customer Charge	Per Month	\$48.00	\$1.1143	\$0.25		
Volumetric Charge First 20 Therms	Per Therm	\$0.95940				5/ and 7/
Volumetric Charge Over 20 Therms	Per Therm	\$0.15000				5/ and 7/
Large Commercial (including Energy Options)						
Customer Charge	Per Month	\$1121.00	\$45.9543	\$0.25		
Volumetric Charge First 500 Therms	Per Therm	\$0.224841 7803				5/ and 7/
Volumetric Charge Over 500 Therms	Per Therm	\$0.15000				5/ and 7/
Rate Area 5 Agricultural Seasonal Service						
Minimum Volumetric Charge	Per Therm	\$0.00100				6/ and 7/
Maximum Volumetric Charge	Per Therm	\$0.50000				6/ and 7/

1/ Base rates as set for on Sheet Nos. 79, 80, and 82

2/ System Safety and Integrity Rider set forth on Sheet Nos. 127-131

3/ High Efficiency Assistance Tool set forth on Sheet No. 132

4/ Weather Normalization Adjustment as set forth on Sheet Nos. 138-140

5/ Gas Cost rates for Rate Areas 1-3 as set forth on Sheet Nos. 95 and 96

6/ Annual Agriculture Infrastructure Charge as set forth on Sheet No. 111

7/ Gas Cost rates for Rate Area 5 (Supplier Commodity Charge) is the applicable rate agreed to by the Customer and its Supplier in the Choice Gas Program. See Sheet Nos. 97-107

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ISSUED BY: Brooke Bassell-Herman

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202~~6~~5

**RATE SCHEDULES AND OTHER CHARGES
RESIDENTIAL SALES SERVICE**

AVAILABILITY Service under this rate schedule is available to Residential Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, Three, and Five.

RATE The Customer's monthly bill shall be the sum of the following components:

Base Rates:

1. Monthly Charge ~~\$27.9531-00~~ per meter
2. Delivery Charge ~~\$0.42242-42989~~ per Therm, First 10 Therms
\$0.15000 per Therm, Over 10 Therms

Other Charges: This rate schedule is subject to the following other charges:

1. Gas Cost Charge
 - a. Residential Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95
 - b. Residential Customers in Rate Area Five are subject to:
 - i. the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and
 - ii. the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program
2. System Safety and Integrity Rider (SSIR) detailed on Sheets Nos. 127 to 131
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132

MINIMUM BILL Minimum monthly bill shall be the Basic Monthly Charge.

DUE DATE Bills will be due twenty (20) days after Company's Mailing Date.

LATE PAYMENT CHARGE One and a half percent (1.5%) of the balance not paid on or before the due date.

FRANCHISE FEE A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.

TAXES Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.

TERMS AND CONDITIONS The General Terms and Conditions contained in this Tariff shall apply to this rate schedule.

RATE SCHEDULES AND OTHER CHARGES
RESIDENTIAL SALES SERVICE-ANNUAL PRICE OPTION (APO)

AVAILABILITY Service under this optional rate schedule is only available to any Residential Customer, in **Rate Areas One, Two, and Three**, who has elected this service for a twelve (12)-month period. Availability under this program is limited to a prescribed number of Residential Customers on a first-come, first-served basis. The program will be limited to those Customers receiving verification of their election from Company.

RATE The Customer's monthly bill shall be the sum of the following components:

Base Rates:

1. Monthly Charge ~~\$31.00~~27.95 per meter
2. Delivery Charge ~~\$0.42242~~42989 per Therm, First 10 Therms
\$0.15000 per Therm, Over 10 Therms

Other Charges: This rate schedule is subject to the following other charges:

1. APO Gas Cost Charge on Sheet No. 96
2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132

The Base Rates may change during a program year if approved by the Commission as part of a separate rate application.

MINIMUM BILL Minimum monthly bill shall be the Basic Monthly Charge.

COST OF NATURAL GAS The APO PGA, as defined in Sheet No. 96, will be shown as a separate component on the Customer's bill and shall remain fixed for the twelve (12) months beginning November 1 and ending October 31 of the following year.
The Gas Cost Reconciliation factor (GCR), on Sheet No. 96, will also be shown as a separate component on the bill.

DUE DATE Bills will be due twenty (20) days after Company's Mailing Date.

LATE PAYMENT CHARGE One and a half percent (1.5%) of the balance not paid on or before the due date.

FRANCHISE FEE A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.

RATE SCHEDULES AND OTHER CHARGES
LARGE COMMERCIAL SERVICE

AVAILABILITY Service under this rate schedule is available to Commercial Customers located within the municipal boundaries and surrounding rural areas of Rate Areas One, Two, Three, and Five. This rate schedule shall apply to firm natural gas service for Customers whose normal requirements exceed five thousand (5,000) Therms annually.

RATE The Customer's monthly bill shall be the sum of the following components:

Base Rates:

1. Monthly Charge	\$1124.00 per meter
2. Delivery Charge	\$0.22484-17803 per Therm, First 500 Therms
	\$0.15000 per Therm, Over 500 Therms

Other Charges: This rate schedule is subject to the following other charges:

1. Gas Cost Charge
 - a) Commercial Customers in Rate Areas One, Two, & Three are subject to the Purchased Gas Cost Adjustment on Sheet No. 95
 - b) Commercial Customers in Rate Area Five are subject to:
 - i) the Gas Supply Cost Adjustment on Sheet Nos. 123 to 125, and
 - ii) the Supplier Commodity Charge agreed to by the Customer and its Supplier in the Choice Gas Program
2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132

MINIMUM BILL Minimum monthly bill shall be the Basic Monthly Charge.

DUE DATE Bills will be due twenty (20) days after Company's Mailing Date.

LATE PAYMENT CHARGE One and a half percent (1.5%) of the balance not paid on or before the due date.

FRANCHISE FEE A franchise fee will be added to the monthly bill in those communities that impose a franchise fee.

TAXES Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.

TERMS AND CONDITIONS The General Terms and Conditions contained in this Tariff shall apply to this rate schedule.

RATE SCHEDULES AND OTHER CHARGES
ENERGY OPTIONS PROGRAM TRANSPORTATION SERVICE (EO)

AVAILABILITY The Energy Options Program is available for the delivery of natural gas owned by the Customer from Company's Town Border Station(s) to a meter location on the Customer's premise. An Energy Options Customer must sign a contract with a CNGP participating in Company's Energy Options Program. An Energy Options Marketer's participation in Company's Energy Options Program is conditioned on the Marketer's compliance with the following requirements:

1. Providing Company with a copy of its approved CNGP certificate from the Commission, and
2. Entering into a "Marketer Agreement" setting forth non-discriminatory operating conditions and related requirements, rights, obligations and agreements, applied by Company without preference to any Marketer or Company affiliate.
3. Adhering to Code of Conduct as defined on Sheet No. 7 and detailed on Sheet No. 122.

Company reserves the unilateral right to alter or amend or revise the requirements under this Energy Options Tariff or its Marketer Agreement, subject to Commission approval.

Availability of local natural gas transportation services under the Energy Options Program is subject to system operational considerations. This Energy Options Program is not available to Residential Customers of Company.

APPLICABILITY AND CHARACTER OF SERVICE This Rate Schedule shall apply to Small and Large Commercial Customers in **Rate Areas One, Two, and Three** whose natural gas transportation requirements are less than five hundred (500) Therms per day as determined by average daily consumption. Energy Options service is normally not subject to interruption, but will be subject to Emergency curtailment, Sheets 64 to 66.

RATE The Customer's monthly bill shall be the sum of the following components:

Small Commercial

1. Basic Monthly Charge: \$48.00 per meter
2. Delivery Charge (Base Rate): \$0.95940 per Therm, First 20 Therms
\$0.15000 per Therm, Over 20 Therms

Large Commercial

1. Basic Monthly Charge: \$1124.00 per meter
2. Delivery Charge (Base Rate): \$0.22484-17803 per Therm, First 500 Therms
\$0.15000 per Therm, Over 500 Therms

Small and Large Commercial

1. L&U: Lost & Unaccounted for gas shall be charged in the same manner that Sales Service Customers are charged.
2. System Safety and Integrity Rider (SSIR) detailed on Sheet Nos. 127 to 131
3. High Efficiency Assistance Tool (HEAT) detailed on Sheet No. 132

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ISSUED BY: Brooke Bassell-Herman

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RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

~~[To be determined with final rates in Commission Application No. NG 124]~~

AVAILABILITY	All Jurisdictional customers are subject to this WNA Rider designed to refund excess revenue or collect deficient revenue that occur as a result of deviations from normal weather. The WNA Rider shall be subject to annual changes to be effective on October 1 of each year. The WNA Rider rate to be applied to each Rate Schedule is forth on the Rate Schedules and Other Charges Schedule of Rates, Sheet No. 78.
TIMELINE	A. The WNA Calculation Period shall consist of the twelve-month period ending July 31. B. The WNA Collection Period shall consist of the twelve-month period ending September 30. Therefore, the Annualized WNA Rider will appear over the WNA Collection Period starting with monthly bills rendered after October 1. The Company shall prepare and submit for Commission and Public Advocate review quarterly updates. The Company shall file a report and revised Tariff Sheet No. 78 with the Commission by September 1 of each year showing the calculation of the WNA Rider for the WNA Calculation Period.
CALCULATION	The WNA Rider rate shall be calculated by the following formulas: All terms and calculations are applicable to specific weather stations listed below. Formula (1) and Formula (2) are calculated on an annual basis. Formula (1): $WNAF_i = \frac{[\sum_{12} ((nHDD_m - aHDD_m) \times HSF_i + (nPHDD_m - aPHDD_m) \times PHSF_i) \times CC_{mi}] \times r_i}{aSalesTot} + ADJ$ Formula (2): $ADJ = \frac{(PreviousCalculatedADJ - ActualRevenueADJ)}{aSalesTot}$ (continued on next page)

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RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

[To be determined with final rates in Commission Application No. NG-124]

CALCULATION
(continued)

Where:

<u>WNAF</u>	≡	<u>Annualized WNA Rider, calculated in accordance with Formula (1)</u>
<u>nHDD_m</u>	≡	<u>Normal heating degree days (HDDs) for month m, determined according to provisions approved in Application No. NG-124</u>
<u>aHDD_m</u>	≡	<u>Actual HDDs for month m, determined according to provisions approved in Application No. NG-124</u>
<u>HSF_i</u>	≡	<u>Heat sensitive factor for current month, applicable to service schedule i, as approved in Company's most recent rate proceeding</u>
<u>nPHDD_m</u>	≡	<u>Normal HDDs for month prior to month m, determined according to provisions approved in Application No. NG-124</u>
<u>aPHDD_m</u>	≡	<u>Actual HDDs for month prior to month m, determined according to provisions approved in Application No. NG-124</u>
<u>PHSF_i</u>	≡	<u>Heat sensitive factor for prior month, applicable to service schedule i, as approved in Application No. NG-124</u>
<u>CC_m</u>	≡	<u>Customer count for month m, applicable to service schedule i</u>
<u>r_i</u>	≡	<u>Applicable margin rate for service schedule i</u>
<u>aSalesTot</u>	≡	<u>The sum of actual monthly sales over the current WNA Calculation Period applicable to service schedule i</u>

The Previous Calculated Revenue ADJ is the total revenue excess/deficiency for the prior WNA Calculation Period.

The Actual Revenue ADJ is the total revenue actually collected/refunded during the prior WNA Collection Period.

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

RATE SCHEDULES AND OTHER CHARGES
WEATHER NORMALIZATION ADJUSTMENT RIDER PILOT PROGRAM

~~[To be determined with final rates in Commission Application No. NG-124]~~

<u>WEATHER STATIONS</u>	Data from the following weather stations shall be utilized: 1. <u>Aurora</u> 2. <u>Broken Bow</u> 3. <u>Chadron</u> 4. <u>Grand Island</u> 5. <u>Imperial</u> 6. <u>Lincoln</u> 7. <u>McCook</u> 8. <u>Norfolk</u> 9. <u>North Platte</u> 10. <u>Omaha</u> 11. <u>Scottsbluff</u> 12. <u>Sidney</u> 13. <u>Valentine</u>
<u>PILOT PROGRAM</u>	The two year pilot program approved in Application No. NG-124 will have the following timeline: Year 1: Calculation Period will be August 1, 2025 through July 31, 2026. Collection Period will be October 1, 2026 through September 30, 2027. The WNA Rider report with calculations and WNA Rider rate for Year 1 will be filed September 1, 2026, with the rate effective October 1, 2026 through September 30, 2027. Year 2: Calculation Period will be August 1, 2026 through July 31, 2027. Collection Period will be October 1, 2027 through September 30, 2028. The WNA Rider report with calculations and WNA Rider rate for Year 2 will be filed September 1, 2027, with the rate effective October 1, 2027 through September 30, 2028. At the end of the Year 2 Collection Period, a final true-up factor will be filed. <u>The Company shall prepare and submit a mid-year informational filing by the end of February each year of the Pilot program.</u>
<u>AUDIT AND REVIEW</u>	The Public Advocate reserves the right to conduct an audit of the accuracy of the WNA at the end of the Pilot and file its findings with the Commission.

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