

March 5, 2013 Advice No. 63 - Gas

Public Utilities Commission of the State of Colorado 1560 Broadway, Suite 250 Denver, Colorado 80202

The accompanying tariff sheets issued by Colorado Natural Gas, Inc. ("CNG") are sent to you for filing in accordance with the requirements of the Public Utilities Law:

COLORADO P.U.C. NO. 2 - GAS

The proposed tariff replaces in their entirety, Colorado Natural Gas P.U.C. No. 1 - GAS and Eastern Colorado Utility P.U.C. No. 1 - GAS.

In addition to the eliminations and replacement cited above, the principal proposed changes to the gas rate schedules are: (1) to revise the service & facility charges to retain historical percentage relationships of the total revenue requirement and thereby better match the recovery of the fixed costs associated with its natural gas delivery system with the incurrence of those costs; and (2) to revise the Distribution Charge. The proposed revisions will apply to gas sales service under CNG's Residential Gas Service (Schedules RG-B, RG-PW, RG-C), and Commercial Gas Service (Schedules CG-B, CG-PW, CG-C) applicable to service rendered within the Company's Bailey, Pueblo West and Cripple Creek rate areas. Similar revisions are proposed for the Eastern Colorado rate area. In addition, for the Eastern Colorado rate area, the basis upon which natural gas is measured is proposed to change from volumetric to heating value determinants.

CNG also proposes to consolidate its three existing service areas into a single service area referred to as the Mountain System for purposes of Distribution and Service & Facility charge rate determinations. As a result, if approved, the above-referenced rate schedules will be replaced by rate schedules applicable to the entire system.

For its Mountain System, CNG is proposing to increase its annual gas utility base rate revenues by approximately \$4.34 million, representing a 33.52% increase over current base rate revenues and a 22.01% increase over jurisdictional revenues, which includes gas costs of \$6.83 million. CNG's total revenue requirement is \$17.36 million for the Mountain System.

For its Eastern Colorado System, CNG is proposing to increase its gas annual utility base rate revenues by approximately \$0.59 million, representing a 40.64% percent increase over current



Public Utilities Commission of the State of Colorado Advice No. 63 - Gas Page 2

base rate revenues and a 22.95% increase over jurisdictional revenues, which includes gas costs of \$1.18 million. CNG's total revenue requirement is \$2.04 million for the Eastern Colorado System.

CNG's proposed base rates are intended to recover 100% of the annual distribution costs to serve gas customers, based upon total revenue requirements as discussed above, and developed based on a test year of the 12 months ending December 31, 2012, as adjusted. The base rates do not include the costs of the gas commodity or upstream pipeline service costs which CNG recovers from customers through its Gas Cost Adjustment.

Contemporaneously filed with this advice letter are testimony and exhibits, which both explain and justify the Company's proposals herein to revise its base rates.

The effect of this filing on the Company's annual base rate gas revenues for its Mountain and Eastern Colorado Systems is an increase of \$4.93 million based on the twelve months ended December 31, 2012, as adjusted. The proposed filing would allow the Company an opportunity to earn a 12.00 percent return on equity and an 8.18 percent overall return on rate base. CNG believes a 12.00 percent return to common equity and an 8.18 percent return on rate base are justified.

Customers of the Company will be affected as shown below. The current average monthly bills include the 2012 Gas Cost Adjustment (GCA) amounts.

IMPACT OF NEW RATES

Rate	Average Monthly	Current Average	Proposed Average	Monthly	Percent Rate
Schedule	Usage therms	Monthly Bill	Monthly Bill	Change	Impact
RG-B	72	\$122.75	\$148.87	\$26.11	21.27%
CG-B	411	\$657.55	\$779.33	\$121.79	18.52%
RG-PW	44	\$80.85	\$100.24	\$19.39	23.99%
CG-PW	861	\$1,358.60	\$1,605.66	\$247.06	18.18%
RG-C	54	\$94.10	\$119.06	\$24.96	26.52%
CG-C	549	\$859.32	\$1,052.80	\$193.48	22.52%
RG-EC	68	\$56.09	\$67.72	\$11.63	20.73%
CG-EC	127	\$99.19	\$128.60	\$29.42	29.66%
LC-EC	1233	\$889.99	\$1,025.41	\$135.41	15.22%



Public Utilities Commission of the State of Colorado Advice No. 63 - Gas Page 3

Notice of this filing will be published in the Denver Post on or about March 10, 2013. Customers of the Company receiving gas service as of the date of this filing will also be notified of this filing by means of an inclusion in the April gas bill. A copy of the official notice is attached hereto as Appendix A. It is requested that the changed tariffs accompanying this advice letter become effective on April 4, 2013. Please send copies of all notices, pleadings, correspondence, and other documents regarding this filing to:

Timothy R. Johnston, Colorado Natural Gas, Inc. 7810 Shaffer Parkway Suite 120 Littleton, Colorado 80127

Telephone: (720) 981-2112

Fax: (303) 979-7892

And

Mark Davidson, Esq.
Rothgerber, Johnson, and Lyons LLP
One Tabor Center
Suite 3000
Denver, CO 80202
Telephone: (303) 628-9577

Fax: (303) 623-9222

Michelle A. Moorman Colorado Natural Gas, Inc. 7810 Shaffer Parkway Suite 120 Littleton, Colorado 80127

Littleton, Colorado 80127 Telephone: (720) 981-2127

Fax: (303) 979-7892

Emanuel Cocian Holland & Hart LLP 6380 Fiddler's Green Circle, Suite 500 Greenwood Village, CO 80111

Tel. 303-290-1600 Fax 303-290-1606

By:

Tim Johnston, P.E., Executive Vice President



CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of March, 2013, the foregoing document entitled **VERIFIED APPLICATION** was filed through the Colorado Public Utilities Commission E-filing system and a copy was emailed to each of the following:

Doug Dean, Director, Colorado Public Utilities Commission 1560 Broadway, Suite 250 Denver, CO 80202 Doug.dean@state.co.us

William Levis, Director, Office of Consumer Counsel 1560 Broadway, Suite 200 Denver, CO 80202 bill.levis@state.co.us

Jacob Schlesinger Office of Consumer Counsel 1525 Sherman Street, 7th Floor Denver, CO 80203 Jacob.schlesinger@state.co.us Stephen W. Southwick
Office of Consumer Counsel
1525 Sherman Street, 7th Floor
Denver, CO 80203
Stephen.southwick@state.co.us

__ Erin Campbell

NOTICE OF CHANGE IN THE GAS RATES OF COLORADO NATURAL GAS, INC. 7810 Shaffer Parkway Littleton, CO 80127

March 5, 2013

You are hereby notified that Colorado Natural Gas, Inc. has filed with the Public Utilities Commission of the State of Colorado to eliminate its Colorado P.U.C. No. 1 Gas Tariff and Eastern Colorado Utility Company Colorado P.U.C. No. 1 Gas Tariff, replacing those tariffs with a new Colorado Natural Gas, Inc. Colorado P.U.C. No 2 Gas Tariff. The replacement tariff will revise gas base rates effective April 4, 2013, unless suspended by the Public Utilities Commission. These revisions result in an increase to residential and commercial sales service customers.

The proposed revisions will apply to gas sales services under the Company's Residential Gas Service (Schedule RG-B, RG-PW and RG-C) and Commercial Gas Service (Schedule CG-B, CG-PW and CG-C) for its Bailey, Pueblo West and Cripple Creek Divisions. Proposed revisions will also apply to the former Eastern Colorado Utility's rate schedules for residential, commercial, and large commercial customers.

CNG's proposal to revise its gas base rates will increase CNG's projected annual gas service revenues for its Bailey, Pueblo West and Cripple Creek rate areas by approximately \$4.34 million, or about 22.01%, on jurisdictional gas revenues of \$24.20 million.

CNG's proposal to revise its gas base rates will increase CNG's projected annual gas service revenues for its Eastern Colorado rate area by approximately \$0.59 million, or about 22.95% percent, on jurisdictional gas revenues of \$3.22 million.

The Company's proposed base rates are intended to recover the annual distribution costs to serve gas customers based upon revenue requirements for the test year ending December 31, 2012, as adjusted. The base rates do not include the costs of natural gas supplies which are recovered through the Gas Cost Adjustment.

The Company's proposed rate design increases the Distribution Charge on each therm of sales and increases the existing monthly Service and Facility Charge for residential and commercial customer classes. The proposed rate design for the Company's Eastern Colorado retail gas service will eliminate the current CAPEX fee and replace volumetric measurement for billing purposes with heating value.

A summary of the overall effects of the proposed revisions to the Company's base rates for gas service is as follows:

CURRENT AND PROPOSED MONTHLY RATES

Rate Schedule	CURRENT Service And Facility Charge	CURRENT Distribution Charge Per therm	PROPOSED Service And Facility Charge	PROPOSED Distribution Charge per therm
RG-B	\$ 12.50	\$ 0.7872	\$ 20.00	\$ 1.0036

CG-B	\$ 25.00	\$ 0.7872	\$ 40.00	\$ 1.0036
RG-PW	\$ 12.50	\$ 0.7790	\$ 20.00	\$ 1.0036
CG-PW	\$ 25.00	\$ 0.7790	\$ 40.00	\$ 1.0036
RG-C	\$ 12.50	\$ 0.7325	\$ 20.00	\$ 1.0036
CG-C	\$ 25.00	\$ 0.7325	\$ 40.00	\$ 1.0036
RG-EC	\$8.50	\$ 0.2750*	\$13.50	\$0.3861**
CG-EC	\$10.00	\$ 0.2750*	\$27.00	\$0.3861**
LC-EC	\$25.00	\$ 0.2750*	\$40.00	\$0.3861**

^{*} distribution charge based on Ccf at local pressure base and includes distribution rate of \$0.158 and CAPEX fee of \$0.117.

IMPACT OF NEW RATES

Rate Class	Current** Average Monthly Bill	Proposed** Average Monthly Bill	Monthly Change	Percent Rate Impact
RG-B	\$ 122.75	\$ 148.87	\$ 26.11	21.27%
CG-B	\$ 657.55	\$ 779.33	\$ 121.79	18.52%
RG-PW	\$ 80.85	\$ 100.24	\$ 19.39	23.99%
CG-PW	\$ 1,358.60	\$ 1,605.66	\$ 247.06	18.18%
RG-C	\$ 94.10	\$ 119.06	\$ 24.96	26.52%
CG-C	\$ 859.32	\$ 1,052.80	\$ 193.48	22.52%
RG-EC	\$56.09	\$67.72	\$11.63	20.73%
CG-EC	\$99.19	\$128.60	\$29.42	29.66%
LC-EC	\$889.99	\$1,025.41	\$135.41	15.22%

^{**} Current and proposed bill impacts include Gas Cost Adjustment amounts, effective for April 2013.

The proposed and present tariffs are available for examination and explanation at the business office of Colorado Natural Gas located at 7810 Shaffer Parkway, Littleton, Colorado 80127 and at the Public

^{**} proposed rate per therm.

Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 7 of 175
Appendix A

Utilities Commission of the State of Colorado, located at 1560 Broadway, Suite 250, Denver, Colorado 80202.

Anyone who desires may file written objection. The filing of a written objection by itself will not allow you to participate as a party in any proceeding on the proposed rate changes. If you wish to participate as a party in any proceeding established in these matters, you must file written intervention documents under applicable rules.

Anyone who desires to file written objection to the proposed action, shall file it with the Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, Colorado, 80202, at least 10 days before April 4, 2013.

The Public Utilities Commission may hold a hearing to determine what rates, rules and regulations will be authorized. If a hearing is held, the Commission may suspend the proposed rates, rules or regulations.

The rates, rules and regulations ultimately authorized may or may not be the same as those proposed and may include rates higher or lower than those proposed or currently in effect.

Anyone who desires to receive notice of any hearing shall file a written request for notice with the Public Utilities Commission, at the above address, at least 10 days before the proposed effective date of April 4, 2013. If a hearing is held, any member of the public may attend and may make a statement under oath about the proposed changes in rates, whether or not he or she has filed an objection or intervention.

Timothy R. Johnston Executive Vice President.

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 8 of 175

COLORADO NATURA P.O. Box 270868 Littleton, CO 80127	L GAS, INC.	CO PUC No.		2	
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	COLORADO NAT	URAL GAS,	INC.		
Advice Letter Number <u>63</u>	Officer	, Title	_	Issue Date	

7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number _____

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 9 of 175

COLORADO NATURAL GAS, INC. CO PUC No. 2 P.O. Box 270868 Original Sheet No. <u>2</u> Littleton, CO 80127 Sheet No. Cancels **NOTICE** This Tariff is the second tariff for Colorado Natural Gas LLC

Advice Letter Number 63 Issue Date

Officer, Title
7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number _____ <u>Effective Date</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 10 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

		CO PUC No.	2
	Original	Sheet No3	<u> </u>
Cancels	-	Sheet No	<u></u>

TABLE OF CONTENTS	
	Sheet No.
Title Page Notice Table of Contents Communities Served	.3-4
NATURAL GAS SALES AND TRANSPORTATION RATES Rate Schedule Summation Sheet	12-16
Franchise Fee Surcharge Occupation Tax Surcharge METERING PRESSURE AND BTU ADJUSTMENTS	
Mountain Division	21

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 11 of 175

COLORADO NATURAL GAS, INC.

CO PUC No. _____2

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No <u>4</u>
Cancels		Sheet No

TABLE OF CONTENTS - Cont'd Sheet No. GAS COST ADJUSTMENT Gas Cost Adjustment (GCA)......22-22A GAS - DEMAND SIDE MANAGEMENT COST ADJUSTMENT LOW INCOME GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SALES SERVICES -GENERAL TERMS AND CONDITIONS APPLICABLE TO TRANSPORTATION SERVICES – INDEX.......T1 Key to Symbols of Revised Tariff Sheets Indicates an increase R Indicates a reduction Т Indicates a change in text but no change in rate Indicates new rate or regulation Ν С Indicates changed regulation S Indicates reissued matter (from another sheet) D Indicates discontinued rate or regulation Indicates adjustment for roll-in of portions of the GCA Α Indicates substitute Sub --

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 12 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 5
Cancels		Sheet No.

CO PUC No. 2

MOUNTAIN DIVISION TERRITORY SERVED

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

FORMER BAILEY DIVISION

Township	Range	Sections
6 South	73 West	S 1/2 of 22, N 1/2 of 26, all of 23, 24, 25, 35, 36
6 South	72 West	S 1/2 of 19, 20, all of 1, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
6 South	71 West	S 1/2 of 4, 33, 34, 35, SE 1/4 of 32, all of 5, 6, 7, 8, 9, 15,
		16,17, 18, 19, 25, 30, 31, 36, and portions of the N $\frac{1}{2}$ of Sections 20 and 21 north of the following line:

Beginning at the east 1/4 corner of Section 21, thence west along the 1/2 section line a distance of approximately 2400 feet to the intersection point of the 1/2 section line and the centerline of Conifer Mountain Drive, thence south and west along said centerline of Conifer Mountain Drive approximately 500 feet to a point defined as the intersection of said centerline of Conifer Mountain Drive and a line extending into the road from the property line between Lot 24 and Lot 25 of Conifer Mountain Unit 6, thence N53°02'14"W 634.15 feet, thence N0°24'31"W 528.45 feet, thence N27°21'00"E 326.5 feet, thence N67°51'52"W 636.94 feet, thence N55°31'49"W 587.11 feet, thence S54°09'13"W 283 feet, thence N39°13'14"W 25 feet, thence S49°30'29"W 428.46 feet, thence S57°41'42°W 363.87 feet to the centerline of Timothy's Drive, thence approximately 400 feet north along said centerline of Timothy's Drive to the intersection with the centerline of Bea's Drive, thence northwest approximately 245 feet along the centerline of Bea's Drive to a point defined as the intersection of said centerline of Bea's Drive and a line extending into the road from the property line between Lot 30 and Lot 31 of Conifer Mountain Unit 5, thence S37°09'00"W 455.45 feet, thence S50°02'33"E 91.35 feet, thence S62°51'01"W 438.29 feet, thence N38°29'07"W 700.72 feet, thence S49°17'21"W 335 feet, thence N43°21'48"W 247.59 feet, thence S57°46'50"W 548.07 feet to the centerline of Conifer Mountain Road, thence northwest along said centerline of Conifer Mountain Road approximately 175 feet to a point defined as the intersection of said centerline of Conifer Mountain Road and a line extending into the road from the property line between Lot 6 and Lot 7 of Conifer Mountain Unit 8, thence S86°59'12"W 473.65 feet, thence S53°38'48"W 139.54 feet, thence S22°57'26"E 116.76 feet, thence N77°15'24"W 454.36 feet, thence N49°35'22"W 333.09 feet to a point along the west line of Section 20.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 13 of 175

	COLORADO	NATURAL	GAS.	INC.
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P.O. Box	270	868
Littleton,	CO	80127

	Original	Sheet No. 5A
Cancels		Sheet No.

CO PUC No. 2

MOUNTAIN DIVISION TERRITORY SERVED

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

FORMER BAILEY DIVISION – CONT'D

Township	Range	Sections
7 South	73 West	All of 21,22,25,26,27
7 South	72 West	All of 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,20,21,22,23,24,25,26,27,28,29,30
5 South	70 West	S1/2 29, S1/2, NE1/4 28, all of 27,32,33,34
6 South	70 West	N $1/2$ and SE $1/4$ of 5, all of 3,4,30,31
7 South	70 West	All of 6
5 South	71 West	SW $\frac{1}{4}$ of 29, w $1/2$ of 32,all of 30,31
7 South	71 West	$E \frac{1}{2}$ of 5, all of 1,2,3,4
2 South	72 West	All of 19,20,29,30,31,32
5 South	72 West	All of 25,36
2 South	73 West	All of 25,36
7 South	78 West	All of 21,22,23,24,25,26,27,28,33,34,35,36
7 South		All of 19,20,29,30,31,32
8 South	78 West	All of 1,2,3,4,9,10,11,12,13,14,15,16,21, 22,23,24,25,26,27,28,33,34,35,36
8 South	77 West	All of 5,6,7,8,17,18,19,20,29,30,31,32
9 South	78 West	All of 1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,
		24,25,26,27,28,33,34,35,36
9 South	77 West	All of 3,4,5,6,7,8,9,10,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
10 South	78 West	All of 1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24
10 South		All of 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, 16,17,18,19,20,21,22,23,24

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	Effective Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 14 of 175

COLORADO NATURAL GAS, INC.	CO	PUC No.	2
P.O. Box 270868 Littleton, CO 80127			
Cancels	Original	Sheet No Sheet No	
MOUNTAIN DIVISION TER	RRITORY SEI	RVED	
Natural Gas Service is supplied in the following te communities which are contained within this applicable rate schedules.	rritory and in the os s territory. For rat	cities, towns, a es available see	and the
FORMER BAILEY DIVIS	SION – CONT'D		
This territory includes the following communities:			
Mountain View Lakes, Elk Falls Ranch, Woodside, Hig Chilton's Subdivision, Jim's Subdivision, Linn's Subdivision, Jim Holt Subdivision, Will 0 Wisp, Roland Burland Meadows, Trails West, Bailey Mountain, Do Subdivision, Hill and Dale Subdivision, Mill Iron D Ranchos, Deer Creek Estates, Elk Horn Acres, E Ranch Estates, Highland Park, Royal Ranch, Charmat Acres, Horseshoe Park, Bailey Estates, Parkview Bailey, Glen-Isle, Brookside Subdivision, Fitzsim	Subdivision, Wan Valley, Burland Rauble S Ranchettes, Friendship Randream Lake Heiglella Park, Elk Cree Subdivision, Bail	dcrest Park, Mo inchettes, Park 80 s, Arcadia, Raven ch, Deer Creek hts, Bakers Acre k, Harris Park, Do ley View Subdiv	cKinley West, swood Valley es, KZ uble C
Homestead, Golden Meadows, The Bluffs, Halm,			
Aspen Springs, Forest Hills, Chalet Park, Lakeside, Bur Missouri Lakes subdivisions, Conifer Mountain, Evergreen Meadows, Conifer Me Forest, Evergreen Hills, Buffalo Park, Piano Wamblee Valley, Glen Elk and Alpine Hills subdivisions	eadows, Black Mo Meadows, Ram	ountain Estates, I	Brook
Fairplay, Alma, Blue River			

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127 Issue Date

Effective Date

Advice Letter Number <u>63</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 15 of 175

COLORADO NATURAL GAS, INC.			CO PUC No.	2
P.O. Box 270868				
Littleton, CO 80127				
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MOUNTAIN DIVISION TERRITORY SERVED

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

FORMER CRIPPLE CREEK DIVISION

Township	Range	Sections
14 South	70 West	All of 1,12,13,22,23,24,25,26,27,28,
		34,35,36
14 South	69 West	All of 6,7,18,19,30
15 South	70 West	All of 1,2,3,11,12,13,14,23,24,25,36
15 South	69 West	All of 18,19,20,28,29,30,31,32
13 South	70 West	N1/2 of 14, $SW1/4$ of 12, all of 2,3
		4,5,6,7,8,9,10,11,15,16,17
13 South	71 West	All of 1,12
12 South	70 West	All of 266,27,28,33,34,35
12 South	69 West	All of 17,18,19,20,21

This territory includes the following communities:

Cripple Creek *, Victor *, Midland, Cripple Creek Mountain Estates, Sherwood Forest Estates, Whispering Pines, Trout Haven, Arabian Acres, Palmer Village, Twin Rock, Mountain View, Druid Hills, Crystal Peaks Estates, Florissant Estates, the Town of Florissant, Tranquil Acres, Shadow Lake Estates, Spring Valley, Aspen Moors, Skycrest, Aspen Village, Broken Wheel Village, and Highland Lakes

Incorporated cities and towns are designated by a *

Advice Letter Number <u>63</u>		<u>Issue Date</u>
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 16 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

COLORADO NATURAL GAS, INC.		CO PUC No.	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet	No. 6
Can	cels	Sheet	No

MOUNTAIN DIVISION TERRITORY SERVED

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

FORMER PUEBLO WEST DIVISION

Colorado City and Rye Area:

Township I	Range	Sections
22 South	64 West	All of 7,18
24 South	65 West	All of 9,10,11,12,13,14,15,16,20,21,22,28,29,
		31,32,33,34
23 South	65 West	All of 5,6,7,18
23 South	66 West	All of 1,12,13,14,23,24,25,26,27,34,35
24 South	66 West	All of 2,3,4,7,8,9,10,15,16,17,18,19,20,21,29,30
24 South	67 West	All of 12,13,14,15,19,20,22,23,24,25,26,
		27,28,29,30,31,32,33,34,35,36
24 South	68 West	All of 23,24,25,26,35,36
25 South	67 West	All of 2,3,4,5,6,7,10
25 South	68 West	All of 1

This territory includes the following communities:

Colorado City, Graneros and Green Meadows Park subdivisions, and the incorporated Town of Rye, Colorado.

Pueblo West Area:

Township	Range Sections	
19 South	66 West Parts of 31, 32, 33	
20 South	66 West Parts of 4, 8, 9, 16, 17, 18, 19, 20, 2	21
20 South	66 West All of 5, 6 , 7	
20 South	67 West All of 1, 2, 11, 12	
20 South	67 West Parts of 13, 14	
19 South	67 West Parts of 35, 36	

This territory is further described as: Commencing at the NE corner of LOT 13 BLK 10 TR 308 PUEBLO WEST located in T2OS R66W Pueblo County, CO; thence in a southerly direction to the SE corner of LOT 10 BLK 12 TR 308 PUEBLO WEST; thence due south to the Northerly

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 17 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 6A
Cancels		Sheet No.

CO PUC No. 2

FORMER PUEBLO WEST DIVISION - CONT'D

Boundary of the following described Lot, N 1/2 NE 1/4 SW 1/4 4-20-66 and the S 1/2 S 1/2 SE 1/4 NW 1/4 4-20-66; Thence in a westerly direction to the Eastern Property Line of LOT 3 BLK 13 TR 308 PUEBLO WEST; Thence in a in a westerly direction to the EAST property line of LOT 10 BLK 1 TR 308 PUEBLO WEST; thence in a southerly direction along the western ROW of Rolling Prairie Dr. to the SE corner of LOT 12 BLK 1 TR 308 PUEBLO WEST; thence in a southwesterly direction to the NE corner of LOT 10 BLK 11 TR 307 PUEBLO WEST; thence in a southwesterly direction to the NE corner of LOT 9 BLK 11 TR 307 PUEBLO WEST; thence in a southerly direction to the SE corner of LOT 3 BLK 11 TR 307 PUEBLO WEST; thence in a southwesterly direction to the NE corner of LOT 2 BLK 11 TR 307 PUEBLO WEST ; thence south to the SE corner of LOT 8 BLK 10 TR 307 PUEBLO WEST; thence in a westerly direction to the EAST corner of LOT 6 BLK 10TR 307 PUEBLO WEST; thence in a southwesterly direction to the southern corner of LOT 14 BLK 9 TR 307 PUEBLO WEST; thence in a southeasterly direction to the NW corner of LOT 11 BLK 9 TR 307 PUEBLO WEST; thence in an easterly direction to the NE corner of LOT 11 BLK 3 TR 307 PUEBLO WEST; thence in a north direction to the NW corner of the following described LOT, S2 SE4 NW4; N 35A OF NE4 SW4; S 5A OF NE4 SW4 9-20-66; thence in an easterly direction to the NE corner of the following described LOT, S2 SE4 NW4; N 35A N OF NE4 SW4; S 5A OF NE4 SW4 9-20-66; thence in a southerly direction to the SE corner of LOT 22 BLK 16 TR 305 PUEBLO WEST; thence in a northwesterly direction to the SW corner of LOT 13 BLK 16 TR 305 PUEBLO WEST; thence in a northwesterly direction to the NW corner of LOT 13 BLK 16 TR 305 PUEBLO WEST; thence in a northeasterly direction to the SE corner of LOT 14 BLK 16 TR 305 PUEBLO WEST; thence in a north-northwesterly direction to the NE corner of LOT 10 BLK 17 TR 305 PUEBLO WEST; thence in a northerly direction to the SE corner of LOT 20 BLK 17 TR 305 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 23 BLK 17 TR 305 PUEBLO WEST; thence in a west-northwesterly direction to the SW corner of LOT 24 BLK 17 TR 305 PUEBLO WEST;

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	•	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 18 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 6B
Cancels		 Sheet No.

CO PUC No. 2

FORMER PUEBLO WEST DIVISION - CONT'D

thence in a northwesterly direction to the SW corner of LOT 25 BLK 17 TR 305 PUEBLO WEST; thence in a westerly direction to the SE corner of LOT 5 BLK 18 TR 305 PUEBLO WEST; thence in .a westerly direction to the SW corner of LOT 1 BLK 18 TR 305 PUEBLO WEST; thence in a southwesterly direction to the SE corner of LOT 17 BLK 8 TR 312 PUEBLO WEST; thence west to the SW corner of LOT 7 BLK 8 TR 312 PUEBLO WEST; thence in a southerly direction to the NW corner of LOT 14 BLK 2 TR 303 PUEBLO WEST; thence in a northwesterly direction to the N corner of LOT 27 BLK 2 TR 303 PUEBLO WEST; thence in a southwesterly direction to the W corner of LOT 29 BLK 2 TR 303 PUEBLO WEST; thence in a westerly direction to the NW corner of LOT 30 BLK 2 TR 303 PUEBLO WEST; thence in a southeasterly direction to the NW corner of LOT 16 BLK 07 TR 303 PUEBLO WEST; thence in a northeasterly direction to the ${\it SW}$ corner of LOT 21 BLK 7 TR 303 PUEBLO WEST; thence in a northeasterly direction to the SW corner of LOT 2 BLK 7 TR 303 PUEBLO WEST; thence in an easterly direction to the NE corner of LOT 7 BLK 16 TR 303 PUEBLO WEST; thence in a northerly direction to the southerly PROPERTY LINE of LOT 6 BLK 17 TR 303 PUEBLO WEST; THENCE IN A SOUTHWESTERLY DIRECTION TO THE SW CORNER OF LOT 7 BLK 17 TRK 303 PUEBLO WEST; thence in a southeasterly direction to the SW corner of LOT 1 BLK 21 TR 303 PUEBLO WEST; thence in a southeasterly direction along the southwesterly ROW of McCulloch Blvd to the NW corner of LOT 1 BLK 1 TR 359 PUEBLO WEST;; thence along the southerly PROPERTY LINES OF , LOT 1 BLK 1 TR 359 PUEBLO WEST , LOT 2 BLK 1 TR 359 PUEBLO WEST , LOT 1 BLK 2 TR 359 PUEBLO WEST , LOT 2 BLK 2 TR 359 PUEBLO WEST , LOT 4 BLK 2 TR 359 PUEBLO WEST , LOT 5 BLK 2 TR 359 PUEBLO WEST, LOT 5 BLK 3 TR 359 PUEBLO WEST, LOT 6 BLK 3 TR 359 PUEBLO WEST, LOT 7 BLK 3 TR 359 PUEBLO WEST, LOT 8 BLK 3 TR 359 PUEBLO WEST, LOT 9 BLK 3 TR 359 PUEBLO WEST, to the SE corner of LOT 10 BLK 3 TR 359 PUEBLO WEST:

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 19 of 175

CO PUC No. 2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 6C
Cancels		Sheet No

FORMER PUEBLO WEST DIVISION - CONT'D

thence in a southeasterly direction to the NE corner of LOT 11 BLK 3 TR 359 PUEBLO WEST; thence in a northeasterly direction to the NW corner of LOT 27 BLK 1 TR 360 PUEBLO WEST; thence southeasterly to the NE corner of LOT 27 BLK 1 TR 360 PUEBLO WEST; thence easterly to the NE corner of LOT 6 BLK 1 TR 360 PUEBLO WEST; ; thence southerly along the eastern PROPERTY LINE of , LOT 6 BLK 1 TR 360 PUEBLO WEST, LOT 7 BLK 1 TR 360 PUEBLO WEST, LOT 8 BLK 1 TR 360 PUEBLO WEST, LOT 9 BLK 1 TR 360 PUEBLO WEST, LOT 10 BLK 1 TR 360 PUEBLO WEST, to the SE corner of LOT 11 BLK 1 TR 360 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 16 BLK 01 TR 360 PUEBLO WEST; thence in a southerly direction to the SE corner of LOT 16 BLK 4 TR 359 PUEBLO WEST; thence in a northwesterly direction to the SW corner of LOT 8 BLK 13 TR 303 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 3 BLK 13 TR 303 PUEBLO WEST; thence in a westerly direction to the SE corner of LOT 7 BLK 2 TR 321 PUEBLO WEST; thence in a northwesterly direction to the SW corner of LOT 8 BLK 02 TR 321 PUEBLO WEST; thence in a northerly direction to the SE corner of LOT 25 BLK 01 TR 302 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 27 BLK 01 TR 302 PUEBLO WEST; thence in a northerly direction to the NW corner of LOT 32 BLK 01 TR 302 PUEBLO WEST; thence in a westerly direction to the NE corner of LOT 8 BLK 08 TR 316 PUEBLO WEST; thence in a southerly direction to the SE corner of LOT 13 BLK 08 TR 316 PUEBLO WEST; thence in a westerly direction to the NE corner of LOT 22 BLK 08 TR 316 PUEBLO WEST located in T2OS R67W Pueblo County CO; thence in a southerly direction to the SE corner of LOT 35 BLK 08 TR 316 PUEBLO WEST; thence in a westerly direction to the SW corner of LOT 38 BLK 08 TR 316 PUEBLO WEST; thence in a northwesterly direction to the SW corner of Section 11 T20S R67W Pueblo County, CO; thence due north along the section lines to the NW corner of Section 35 T19S R67W Pueblo County, CO; thence in a southwesterly direction to the NE corner of LOT 13 BLK 10 TR 308 PUEBLO WEST.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 20 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

Original	Sheet No. 6D
Cancels	Sheet No.

CO PUC No. 2

PUEBLO WEST DIVISION - CONT, North of Highway 50

Township	Range	Sections
19 South	65 West	South ½ of Sec 7, South ½ of Sec 8 EXCEPT NE ¼ SE ¼, South ½ of Sec 9 EXCEPT North ½ of SW ¼, South ½ of Sec 10, West ½ of SW ¼ of Sec 11, West ½ of Sec 13 EXCEPT Property located East of the Eastern ROW of Interstate 25, All of Section 14, 15, 17, 18, 19, 20, All of Sec 21 EXCEPT the South ¼, All of Sec 22, and 23, North ½ of Sec 26, NE ¼ of Sec 27 EXCEPT SW ¼ NE ¼, All of Sec 29, 30, and 31 EXCEPT Lot 36-47 BLK 01 TR244 and Lot 5-7 BLK 02 TR 244, All of Sec 32, All of Sec 33 EXCEPT NE ¼ NE ¼, All of Sec 34 EXCEPT NW ¼, NW ¼ NE ¼, N 1/2 SE 1/4 E OF SANTA FE RR 34-19-65 15A M/L, and E OF RR IN S 1/2 SE 1/4 34-19-65 4A M/L, Sec 35 Lots 1-5 Sub Exemption #86-10.
19 South	66 West	All of Sec 13 EXCEPT SW ¼, All of Sec 24 EXCEPT Parcel A, O, P TR 251, and Lots 1-11 BLK 17 TR 251 and Lots 1-8 BLK 16 TR251, All of Sec 25, and East ½ of NE ¼ of Sec 26

Advice Letter Number <u>63</u>		<u>Issue Date</u>
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 21 of 175

CO PUC No. 2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 6E
Cancels		Sheet No.

PUEBLO WEST DIVISION - CONT, North of Highway 50

Township	Range	Sections
Township 20 South	Range 65 West	North ½ of NE ¼ and SW ¼ NE ¼ of Sec 3 EXCEPT COM SE COR SW 1/4 NE 1/4 SEC 3, SD PT ALSO BEING TRUE PT OF BEG TH WLY ALG S LINE SW 1/4 NE 1/4 SEC 3, S 89 DEG 41 MIN 18 SEC W 184.28 FT TO PT ON SELY R/WAT&SF RR CO TH NELY ALG LAST SD R/W LINE N 10 DEG04 MIN 15 SEC E 1017.55 FT TO PT ON E LINE SW ½ NE 1/4 SEC 3, TH SLY ALG E LINE SW 1/4 NE 1/4 SD SEC 3, S 00 DEG 21 MIN 47 SEC E 1000.90 FT TO TRUE PT OF BEG.SW4 NE4 3-20-65 2.12A M/L, North ½ and North ½ of SE ¼ and East ½ of SE ¼ SE ¼, and W ¼ of the SW ¼ of the SE ¼ EXCEPT W ½ of the S 1/2 SW 1/4 SW 1/4 SE 1/4 4-20-65 5A of Sec 4, All of Sec 5 EXCEPT SWSW ¼, All of Sec 6 EXCEPT Lot 1-6 BLK 02 TR 244, Lot 5-9 BLK 03 TR 244, Parcel A TR 244, LOT 36 BLK 1 TR 244, LOT 46 BLK 1 TR 244, Lot 7-12 BLK 5 TR 242, Parcel A TR 242, and all of Sec 6 south of the following line; beginning at the NW corner of LOT 1 BLK 6 TR 242, thence in a Southeasterly direction to the southern most corner of LOT 3 BLK 6 TR 242 to the West ROW of Paseo Dorado Dr, thence Southeasterly along the West ROW of Paseo Dorado Dr, thence Southeasterly along the West ROW of Paseo Dorado Dr, thence Southeasterly along the West ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr, thence Southeasterly along the St ROW of Paseo Dorado Dr to the Southwest corner of LOT 1 BLK 7 TR 242, thence in a Southeasterly direction along the southern property lines of LOTS 1-14 BLK 7 TR 242 to the Southeast corner of LOT 14 BLK 7 TR 242, thence in a Southeasterly direction along the southern property lines of LOTS 19-21 BLK 7 TR 242 to a point of intersection with the Eastern Section Line of Section 6 Township 20 South Range 65 West located North of the North ROW of US Highway 50, and the West ½ of the SW

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 22 of 175

CO PUC No. 2

Sheet No.

COLORADO NATURAL GAS, INC.

P.O. Box 270868

P.O. Box 270868		
Littleton, CO 80127		
	Original	Sheet No. 6F

Cancels

PUEBLO WEST DIVISION – CONT, North of Highway 50 Township Range Sections Beginning at a point of intersection of the North section Line of Section 2 20 South 66 West Township 20 South Range 66 West and the extend West property line of LOT 1 BLK 1 TR 244, thence South to Northeastern corner of LOT 3 BLK 6 TR 244, thence West to the Northwestern corner of LOT 3 BLK 6 TR 244 thence in a Southwestern direction to the Southwestern corner of Parcel D TR 244, thence in a Northwestern direction along the extend Southern property line of Parcel D TR 244 to a point of intersection with the Eastern ROW of Watusi Dr, thence south along the east ROW of Watsui Dr to the North ROW of Industrial Blvd., thence west along the North ROW of Industrial Blvd. to the Southeast corner of LOT 24 BLK 3 TR 245, thence in a Southwestern direction to the Southeast corner of LOT 1 BLK 5 TR 245, thence in a Southwestern direction along the extended Eastern Property Line of LOT 1 BLK 5 TR 245 to a point of intersection with the North ROW of US Highway 50, thence in a Northwestern direction along the North ROW of US Highway 50 to the Western Section Line of Section 2 township 20 South Range 66 West, thence North to the Northwest corner of Section 2 township 20 South Range 66 West, thence East along the North Section Line of Section 2 township 20 South Range 66 West to the point of Beginning at the intersection of the North section Line of Section 2 Township 20 South Range 66 West and the extend West property line of LOT 1 BLK 1 TR 244

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 23 of 175

COLORADO) NA'	ΓURAL	GAS.	. INC.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 7
Cancels		Sheet No.

CO PUC No. 2

EASTER	N COLORADO DIVISIO	N TERRITORY SERVED	
Adams County			
Township	Range	Sections	
2 South	63 West	19-21, 28-33	
2 South	64 West	24, 25, 36	
3 South	61 West	28-35	
3 South	62 West	7-11, 14-36	
3 South	63 West	4-36	
3 South	64 West	1, 12, 13, 24-36	
3 South	65 West	25, 35, 36	
Arapahoe County			
<u>Township</u>	<u>Range</u>	<u>Sections</u>	
4 South	59 West	31	
4 South	60 West	4-9, 16-23, 25-36	
4 South	61 West	All	
4 South	62 West	All	
4 South	63 West	All	
4 South	64 West	1-26, 35, 36	
4 South	65 West	1, 2, 12	
5 South	59 West	5-9, 16-22, 27-33	
5 South	60 West	1-5, 9-15, 23-26, 36	
Cheyenne County			
<u>Township</u>	<u>Range</u>	<u>Sections</u>	
15 South	48 West	4, 5, 8, 9	
Elbert County			
<u>Township</u>	<u>Range</u>	<u>Sections</u>	
6 South	59 West	5, 6	
Kiowa County			
<u>Township</u>	<u>Range</u>	<u>Sections</u>	
18 South	43 West	30	
18 South	44 West	25	

Advice Letter Number 63	Issue Date
Decision Number	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 24 of 175

COLORADO NATURAL GAS, INC.

P.O. Box	2708	368
Littleton,	CO	80127

	Original	Sheet No. 8
Cancels		Sheet No

CO PUC No. 2

	NATURAL GAS F RATE SCHEDULE SUMM ALL DIVISIOI	IATION SHEET	
RESIDENTIAL			
Rate Schedule	Type of Charge	Billing <u>Units</u>	Base <u>Rate</u>
RG-M	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Charge G-DSMCA	Therms Therms Therms	\$20.00 \$1.0036 Sheet No. 75 Sheet No. 75 Sheet No. 79
RG-EC	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Charge G-DSMCA	Therms Therms Therms	\$13.50 \$0.3861 Sheet No. X Sheet No. X Sheet No. X
COMMERCIAL			
CG-M	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Charge G-DSMCA	Therms Therms Therms	\$40.00 \$1.0036 Sheet No. 75 Sheet No. 75 Sheet No. 79
CG-EC	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Charge G-DSMCA	Therms Therms Therms	\$27.00 \$0.3861 Sheet No. X Sheet No. X Sheet No. X

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 25 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2		
ittleton, CO 80127	Cancels	Original	Chaot No	
LARGE GOMMERQUAL	NATURAL GA RATE SCHEDULE SU ALL DIVISIONS	MMATION SHEET		
LC-EC X	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Charge G-DSMCA	Therms Therms Therms	\$40.00 \$0.3861 Sheet No. X Sheet No. X Sheet No. X	
dvice Letter Number <u>63</u>			<u>Issue Date</u>	

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 26 of 175

COLORADO NATURAL GAS, INC.

COLORADO NATURAL GAS, INC.	CO PUC No.	2
P.O. Box 270868	_	
Littleton, CO 80127		

	Original	Sheet No. 10
Cancels		Sheet No.

NATURAL GAS RATES RATE SCHEDULE SUMMATION SHEET MOUNTAIN AND EASTERN COLORADO DIVISIONS

FIRM GAS TRANSPORTATION SERVICE

Rate Type of Billing Base Schedule Charge <u>Units</u> Rate ALL Service and Facility \$150.00 Reservation Charge Pursuant to Contract

Transportation Distribution:

Standard Dekatherms \$10.036 Minimum Dekatherms \$0.50

Authorized Overrun Transportation Distribution:

Standard Dekatherms \$10.036

Unauthorized Overrun Transportation Distribution:

Standard Dekatherms \$25.00 Minimum Dekatherms \$10.036

Pursuant to Contract Firm Supply Reservation

Backup Supply

Distribution Charge \$10.036 Dekatherms Commodity Charge Dekatherms Sheet No. 22 Upstream Pipeline Charge Dekatherms Sheet No. 22

Unauthorized Overrun Sales Commodity:

Standard Dekatherms \$25.00 Minimum Distribution Charge Dekatherms \$10.036 **Commodity Charge** Dekatherms Sheet No. 22 Upstream Pipeline Charge Dekatherms Sheet No. 22

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 27 of 175

COLORADO NATURAL GAS, INC.

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P.O. Box 270868
Littleton, CO 80127

Original	Sheet No. 11
	Sheet No

CO PUC No. 2

NATURAL GAS RATES RATE SCHEDULE SUMMATION SHEET MOUNTAIN AND EASTERN COLORADO DIVISIONS

Cancels

INTERRUPTIBLE GAS TRANSPORTATION SERVICE

Rate	Type of	Billing	Base
<u>Schedule</u>	<u>Charge</u>	<u>Units</u>	<u>Rate</u>
ALL	Service and Facility		\$300.00

Transportation Distribution:

Standard Dekatherms \$10.036 Minimum Dekatherms \$0.50

Authorized Overrun Transportation Distribution:

Standard Dekatherms \$10.036

Unauthorized Overrun Transportation Distribution:

Standard Dekatherms \$25.00 Minimum Dekatherms \$10.036

On Peak Demand Pursuant to Contract

Backup Supply

Distribution Charge Dekatherms \$10.036
Commodity Charge Dekatherms Sheet No. 22
Upstream Pipeline Charge Dekatherms Sheet No. 22

Unauthorized Overrun Sales Commodity:

Standard Dekatherms \$25.00

Minimum Distribution Charge Dekatherms \$10.036

Commodity Charge Dekatherms Sheet No. 22

Upstream Pipeline Charge Dekatherms Sheet No. 22

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	•	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 28 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

	Original	Sheet No. 12
Cancels	_	Sheet No.

CO PUC No. 2

NATURAL GAS RATES MOUNTAIN AND EASTERN COLORADO DIVISIONS RESIDENTIAL AND COMMERCIAL GAS SERVICE

APPLICABILITY

P.O. Box 270868 Littleton, CO 80127

Applicable within the Mountain and Eastern Colorado Divisions served by Colorado Natural Gas, as described on Sheet No's. 5-7, to Residential and Commercial service.

GAS RATE ADJUSTMENT

This rate schedule is subject to the Gas Rate Adjustments commencing on Sheet No. 22.

GAS COST ADJUSTMENT

This rate schedule is subject to the Gas Cost Adjustment commencing on Sheet No. 22.

GAS - DEMAND SIDE MANAGEMENT COST ADJUSTMENT

This rate schedule is subject to the Gas – Demand Side Management Cost Adjustment commencing on Sheet No. 23E.

PAYMENT AND LATE PAYMENT CHARGE

Bills for gas service are due and payable within fifteen days from the mailing date of bill. Any amounts not paid on or before the due date of the bill shall be subject to a late payment charge of 1.5% per month.

CONTRACT PERIOD

Initial service under this schedule shall be for a minimum period of thirty days and thereafter until terminated, where service is no longer required, on three days' notice.

RULES AND REGULATIONS

Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules & Regulations on file with The Public Utilities Commission of the State of Colorado.

CONTRIBUTION IN AID TO CONSTRUCTION - COMMERCIAL CUSTOMERS

Prior to connection to the Company's system, the customers receiving service under this schedule will be required to pay a deposit to offset the cost of constructing the service line and the meter station. This charge will be credited against rate base. This fee will be based on the difference between an estimate of the actual costs for individual commercial customer and the commercial service lateral construction allowance.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 29 of 175

COLORADO NATURAL GAS, INC.	C	O PUC No. 2
P.O. Box 270868		
Littleton, CO 80127	0.1.1	G1 12
	<u>Original</u>	
Cancels	<u> </u>	Sheet No
NATURAL GA	S RATES	
MOUNTAIN DIVISION MOUNTAIN AND		OO DIVISIONS
RESIDENTIAL G.	AS SERVICE	
Service under the terms of this rate schedule value Lateral Connection and Distribution Main Exter R38 through R50.		
Noo tinough Noo.		
Advice Letter Number <u>63</u>		Issue Date
	er, Title	issue Date
7810 Shaffer Parkway,	#120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 30 of 175

COLORADO NATURAL GAS, INC.		CO PUC No.	2
P.O. Box 270868 Littleton, CO 80127			
Littleton, CO 80127	Original	Sheet No. 1	14
Cancels		Sheet No.	
NATURAL O FIRM GAS TRANSPO SCHED	ORTATION SERVICE	E	
<u>APPLICABILITY</u>			
Applicable to Shippers having acquired by separate a and where Company has available System capacity in existing firm gas sales Customers and firm Shippers. Shipper's Gas from Company's Receipt Point(s) to the systems. Service provided hereunder shall be in accondanced Agreement (Service Agreement) between Company at Transportation Service provisions and the General Transportation Tariff. Firm Capacity and Firm Su shall be designated for Receiving Party(s) at specific	n excess of that presservice is applicable Delivery Point(s) the ordance with the Firmand Shipper, and the ansportation Terms apply quantities reservices.	sently required for service to firm transportation of arough both of the Compan Gas Transportation Service requirements of the Firm and Conditions of Compa	ny's vice Gas ny's
LOST AND UNACCOUNTED FOR ("L&U") REIMBUF	RSEMENT		
Shippers receiving Firm Transportation Service shall in quantity of gas delivered to Company. The L&U Reim annually at the time of the Company's Gas Cost Adjust	bursement percenta	ge shall be re-calculated	
CAPACITY INTERRUPTION OF SERVICE			
Transportation service in excess of Peak Day Quantit Company's System. Should Company, in its sole judg is unavailable, then Shipper is subject to immediate C those quantities in excess of Peak Day Quantity.	ment, determine tha	it adequate System capac	city
Advice Letter Number <u>63</u>		Issue Date	

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 31 of 175

Effective Date

COLORADO NATURAL GAS, INC. CO PUC No. 2		No. <u>2</u>	
P.O. Box 270868			
Littleton, CO 80127	Origina	al (Sheet No. 14A
	Cancels		Sheet No
N. FIRM GAS TRANSPO	ATURAL GAS RATES RTATION SERVIC		nt'd
SUPPLY CURTAILMENT OF SERVICE			
Transportation service hereunder is subject If supplies of Shipper's Gas are not availab Party, then Shipper may be subject to immenotification by Company.	le for receipt by Comp	any or confirmed by Ir	nterconnecting
FIRM CAPACITY SERVICE			
Firm Capacity Service is required for those System. Shippers desiring Firm Capacity S submit to Company a Request for Transport Day Quantity for which Shipper desires Commade available to Shipper for and on behal Firm Capacity Service will be made that it has sufficient capacity for each Delive Supply Curtailment and Capacity Interruption If Peak Day Quantity is frequently concrease Peak Day Quantity for the remaindestimate of the supplementary of the remaindestimate of the supplementary	ervice for or on behalf rtation Service for each mpany to reserve firm of Receiving Party of available as soon as ery Point to provide such sections of the Gas overrun by Receiving F	of Receiving Party(s), h Delivery Point, which capacity in its System nly. practicable after Company service, and will be Transportation Terms Party, the Company re	pany determines e subject to the sand Conditions.
Advice Letter Number <u>63</u>		Issı	ue Date
_	Officer, Title		
7810 Shaf	fer Parkway, #120, Littlet	ton, CO 80127	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 32 of 175

Issue Date

Effective Date

Littleton, CO 80127	Original	l Sheet No. 14B
	Cancels	Sheet No
	NATURAL GAS RATES	 S
FIRM GA	S TRANSPORTATION	
	SCHEDULE TF Cont'd	
FIRM CAPACITY SERVICE - Cont'd		
-	any revised Request for Gas	s Transportation Service any time
Shipper desires to change its Peak Da		•
Company within sixty (60) days of the		• • • • • • • • • • • • • • • • • • • •
Shipper detailing the reasons for denia	al, as well as an explanation	of what changes would be necessary to
enable Company to provide the reques	-	
Service at the revised Peak Day Quan	-	
sufficient capacity to transport the revi		
	•	nd Conditions. The Peak Day Quantity
wiii de specified in the Service Agreem Reservation Charge.	nent and the rate for Firm Ca	apacity Service will be the Firm Capacity
Neservation onlarge.		
FIRM SUPPLY RESERVATION SERV	/ICE	
		Shippers to pay a reservation charge
	kup Supply Sales Service sh	
giving Shipper rights to purchase Back		o Company a Request for Transportation
giving Shipper rights to purchase Back desiring Firm Supply Reservation Serv Service between March 1 and April 1 o	vice are required to submit to of each year for each Service	e Agreement which contains the Peak
giving Shipper rights to purchase Back desiring Firm Supply Reservation Serv Service between March 1 and April 1 o Day Quantity that Shipper desires Cor	vice are required to submit to of each year for each Servic mpany to reserve commenci	e Agreement which contains the Peak ng October 1 of the same year. Such
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giving Shipper rights to purchase Back desiring Firm Supply Reservation Serv Service between March 1 and April 1 of Day Quantity that Shipper desires Cor Peak Day Quantity shall not be greate	vice are required to submit to of each year for each Servic mpany to reserve commenci or than the quantity requeste	e Agreement which contains the Peak ng October 1 of the same year. Such

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number <u>63</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 33 of 175

COLORADO NATURAL GAS, INC. CO PUC No. _____2_ P.O. Box 270868 Littleton, CO 80127 Original Sheet No. 14C Cancels Sheet No. NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd SUPPLY CURTAILMENT OF SERVICE Transportation service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. If supplies of Shipper's Gas are not available for receipt by Company or confirmed by Interconnecting Party, then Shipper may be subject to immediate Supply Curtailment of transportation service upon notification by Company. FIRM CAPACITY SERVICE Firm Capacity Service is required for those Shippers desiring to reserve firm capacity in Company's System. Shippers desiring Firm Capacity Service for or on behalf of Receiving Party(s), are required to submit to Company a Request for Transportation Service for each Delivery Point, which contains the Peak Day Quantity for which Shipper desires Company to reserve firm capacity in its System. Firm Capacity is made available to Shipper for and on behalf of Receiving Party only. Firm Capacity Service will be made available as soon as practicable after Company determines that it has sufficient capacity for each Delivery Point to provide such service, and will be subject to the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Terms and Conditions. If Peak Day Quantity is frequently overrun by Receiving Party, the Company reserves the right to increase Peak Day Quantity for the remainder of the term of the Service Agreement.

Advice Letter Number <u>63</u>		issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 34 of 175

COLORADO NATURAL GAS, INC.		CO PUC No	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet No	o. 14D
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NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd

SUPPLY CURTAILMENT OF SERVICE

Transportation service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. If supplies of Shipper's Gas are not available for receipt by Company or confirmed by Interconnecting Party, then Shipper may be subject to immediate Supply Curtailment of transportation service upon notification by Company.

FIRM CAPACITY SERVICE

Firm Capacity Service is required for those Shippers desiring to reserve firm capacity in Company's System. Shippers desiring Firm Capacity Service for or on behalf of Receiving Party(s), are required to submit to Company a Request for Transportation Service for each Delivery Point, which contains the Peak Day Quantity for which Shipper desires Company to reserve firm capacity in its System. Firm Capacity is made available to Shipper for and on behalf of Receiving Party only.

Firm Capacity Service will be made available as soon as practicable after Company determines that it has sufficient capacity for each Delivery Point to provide such service, and will be subject to the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Terms and Conditions.

If Peak Day Quantity is frequently overrun by Receiving Party, the Company reserves the right to increase Peak Day Quantity for the remainder of the term of the Service Agreement. Shipper shall submit to Company revised Request for Gas Transportation Service any time Shipper desires to change its Peak Day Quantity. The request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to enable Company to provide the requested service, and any additional charges therefore. Firm Capacity Service at the revised Peak Day Quantity will commence when Company notifies Shipper that it has sufficient capacity to transport the revised Peak Day Quantity, subject to the Supply Curtailment and Capacity Interruption Sections of the Gas Transportation Terms and Conditions. The Peak Day Quantity will be specified in the Service Agreement and the rate for Firm Capacity Service will be the Firm Capacity Reservation Charge.

Advice Letter Number63		Issue Date
_	Officer, Title	·
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 35 of 175

2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 14E
Cancels		Sheet No

CO PUC No.

NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd

FIRM SUPPLY RESERVATION SERVICE

Firm Supply Reservation Service is an option that allows Shippers to pay a reservation charge giving Shipper rights to purchase Backup Supply Sales Service should Shipper's Gas fail. Shippers desiring Firm Supply Reservation Service are required to submit to Company a Request for Transportation Service between March 1 and April 1 of each year for each Service Agreement which contains the Peak Day Quantity that Shipper desires Company to reserve commencing October 1 of the same year. Such Peak Day Quantity shall not be greater than the quantity requested and approved by Company for Firm Capacity Service. Company will review initial or subsequent Requests for Firm Supply Reservation Service on a first-come, first-serve basis, based upon the date of receipt of the request. The request will either be approved or denied by Company within sixty (60) days of the receipt thereof. If denied, written notification will be provided to Shipper detailing the reasons for denial.

Increases or decreases in Peak Day Quantity in subsequent requests shall be approved by Company at its sole discretion. Company will commence Firm Supply Reservation Service as soon as is practicable after it determines that sufficient supplies are available. Firm Supply Reservation Service shall be made available to Shipper for and on behalf of the Receiving Party(s) only. Shipper, in receiving said Firm Supply Reservation Service, acknowledges that it is acting for the Receiving Party(s) as the Receiving Party(s)' agent. The Peak Day Quantity will be specified in Service Agreement and the rate for Firm Supply Reservation Service will be the Firm Supply Reservation Charge.

If Peak Day Quantity is frequently overrun by Receiving Party, the Company reserves the right to increase Peak Day Quantity for the remainder of the term of the Service Agreement.

If Shipper elects to purchase Firm Supply Reservation Service, and Company commences providing service under this option, then Company is obligated to provide natural gas supplies to Receiving Party. Company will not be obligated to stand ready to provide firm gas sales service at a level above the Peak Day Quantity reserved for Receiving Party(s) who elect to return to sales service.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 36 of 175

2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 14F
Cancels		Sheet No

CO PUC No.

NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd

BACKUP SUPPLY SALES SERVICE

Backup Supply Sales Service is an option available to Shippers that can be used in the event that adequate supplies of Shipper's Gas are not available for receipt by Company. Shippers who purchase Firm Supply Reservation Service have rights to purchase Backup Supply Sales Service up to the Peak Day Quantity at the Backup Supply Sales Charge. Quantities sold to Shippers in excess of each Receiving Party's Peak Day Quantity will be considered on an interruptible basis.

Shippers who have not purchased Firm Supply Reservation Service can request Backup Supply Sales from Company and, if available, can purchase those quantities authorized for sale by Company at the Backup Supply Sales Charge. If Backup Supply Sales Service is unavailable from Company, the Receiving Party shall discontinue use of any gas quantities in excess of those available from Shipper. Consumption of any gas quantities not authorized by Company in excess of those available from Shipper shall be billed to Shipper under the provisions of the Unauthorized Overrun Sales Service section of this rate schedule.

AUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Shipper desires Company to transport Shipper's Gas in excess of the Peak Day Quantity, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity and receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Terms and Conditions. Authorized Overrun Transportation Service will be provided at the Authorized Overrun Transportation Charge. In the event Company does not authorize transportation in excess of the Peak Day Quantity then all gas transported over the Peak Day Quantity shall be at the Unauthorized Overrun Transportation Charge. Charges shall not be less than the minimum Unauthorized Overrun Transportation Charge or more than the Standard Unauthorized Overrun Transportation Charge. Unauthorized Overrun Transportation Charges shall not be assessed if the overrun quantities are less than five (5) MMBTU. For unauthorized transportation overruns of five (5) MMBTU or more, the Unauthorized Overrun Transportation Charge will be waived if Shipper requests an increase in Shipper's Firm Capacity and/or Firm Supply quantities to the new Peak Day Quantity reflected by overrun, and if such increased quantities are available. In the case of repeated use of gas during periods of Supply Curtailment, Capacity Interruption or restricted delivery days,

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 37 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 14G
Cancels		Sheet No

CO PUC No. 2

NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd

AUTHORIZED OVERRUN TRANSPORTATION SERVICE Cont'd

Company shall have the right to charge Shipper the Standard Unauthorized Overrun Transportation Charge, and terminate service hereunder and return Receiving Party to sales service, if applicable. In determining the level of the Unauthorized Overrun Transportation Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

AUTHORIZED OVERRUN SALES SERVICE

If Shipper's supply of natural gas should fail for whatever reason, and Shipper has contracted for Firm Supply Reservation Service and desires to purchase gas from Company in excess of Shipper's Peak Day Quantity, Company may, at its sole discretion, provide Authorized Overrun Sales Service on an interruptible basis. This service will be provided at the Authorized Overrun Sales Charge If Shipper's supply of natural gas should fail for whatever reason, Company will provide interruptible supplies at the Backup Supply Sales Charge to Shipper, if available. If Shipper uses more than the quantity authorized by Company, or if such supplies are not available and the Receiving Party continues to use gas during the period of such failure, then Shipper will be required to pay Company the Unauthorized Overrun Sales Charge, in addition to the Backup Supply Sales Charge, for all gas used during such period. If Shipper has contracted for Firm Supply Service for and on behalf of Receiving Party and Shipper's supply of natural gas should fail for whatever reason, Shipper will be required to pay Company the Unauthorized Overrun Sales Charge only for those unauthorized quantities in excess of each Receiving Party's Peak Day Quantity. In the case of repeated use of Unauthorized gas during periods of Supply Curtailment, Capacity Interruption or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Sales Charge. Charges shall not be less than the minimum Unauthorized Overrun Sales Charge or more than the Standard Unauthorized Overrun Sales Charge. Unauthorized Overrun Sales Charges shall not be assessed if the overrun quantities are less than five (5) MMBTU. In determining the level of the Unauthorized Overrun Sales Charge, Company shall charge all Shippers similar charges in all overrun cases, whether or not they occur on the same day, providing that the circumstances surrounding the overrun are similar.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	•	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 38 of 175

COLORADO NATURAL GAS, INC.		CO PUC No.	2
P.O. Box 270868			
Littleton, CO 80127			
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NATURAL GAS RATES FIRM GAS TRANSPORTATION SERVICE SCHEDULE TF Cont'd

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

If required by Company for electronic metering, Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering of gas quantities transported.

Shipper will provide an "analog/pulse" communication line to the meter via conduit, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by Company. Communication wire installation will be subject to the National Electric Safety Code Requirement. Shipper shall coordinate installation of the communication line with Company.

Receiving Party will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two days, Company reserves the right to discontinue transportation service until the communication line is placed back in service.

TERMINATION CHARGE

In the event Shipper gives notice of its intention to cancel Firm Gas Transportation Service for any or all Delivery Points prior to the end of the Contract Period or any subsequent Contract Period, as provided for in said Service Agreement, Shipper shall be obligated to pay Company a termination charge, equal to the Firm Capacity Reservation Charge and the Firm Supply Reservation Charge, if applicable, multiplied by the Peak Day Quantity, as described in the Service Agreement, for every month remaining in any Contract Period. If Receiving Party returns to Company's firm sales service at same service level, the termination charge will be waived. In addition, all costs incurred by Company relating to any specific facility charges specified in Service Agreement shall become immediately due and payable to Company.

Advice Letter Number <u>63</u>		Issue Date
_	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 39 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868	C	CO PUC No. 2
Littleton, CO 80127		
Cancels	Original	Sheet No. <u>15</u> Sheet No
NATURAL GA INTERRUPTIBLE GAS TRAN SCHEDU	ISPORTATION S	ERVICE
APPLICABILITY		
Applicable to Shippers having acquired by separate agrand where Company has available System capacity in existing firm gas sales Customers and Firm Transportation of Shipper's Gas from Company's Receip the Company's systems. Service provided hereunder so Transportation Service Agreement (Service Agreement) requirements of the Interruptible Gas Transportation Service and Conditions of Company's Gas Transportation	excess of that present ion Shippers. Service of Point(s) to the Delive hall be in accordance between Company a rvice provisions and the	ely required for service to e is applicable to firm ery Point(s) through both of with the Interruptible Gas and Shipper, and the
OST AND UNACCOUNTED FOR ("L&U") REIMBURS	<u>EMENT</u>	
Shippers receiving Firm Transportation Service shall inc quantity of gas delivered to Company. The L&U Reimbu annually at the time of the Company's Gas Cost Adjustr	rsement percentage	shall be re-calculated
CAPACITY INTERRUPTION OF SERVICE		
Fransportation service hereunder is subject to availabilit Should Company, in its sole judgment, determine that a Shipper is subject to immediate Capacity Interruption of	dequate System capa	acity is unavailable, then

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127 Issue Date

Effective Date

Advice Letter Number <u>63</u>

Decision Number _____

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 40 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	COI	PUC No. 2
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NATURAL GA	S RATES	
INTERRUPTIBLE GAS TRAN	SPORTATION SERVIC	CE
Schedule TI	- Cont'd	
SUPPLY CURTAILMENT OF SERVICE		
Transportation service hereunder is subject to Company. If supplies of Shipper's Gas are not available of Shipper may be subject to service upon notification by Company.	ailable for receipt by Co	ompany or confirmed by
Shipper may, at it's option, request Backup Su Service is not available, then Shipper is subject to cu repeated use of gas during periods of Supply Curtail service hereunder and return Receiving Party to sales	rtailment of transportation ment, Company shall have	service. In the case of
BACKUP SUPPLY SALES SERVICE		
Backup Supply Sales Service is an option available adequate supplies of Shipper's Gas are not available for receipt shall purchase from Company at the Backup Supply Supply Supply Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Supply Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Supply Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Sales Service is shall discontinue use of any gas quantities in excess any gas quantities not authorized by Company in except to Shipper under the provisions of the Unauthorized Oxidad Sales Service is shall discontinue use of any gas quantities in excess any gas quantities in excess any gas quantities in except to Shipper under the provisions of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service is an option of the Unauthorized Oxidad Sales Service i	or receipt by Company. In by Company, Company, Company Sales Charge, those quan unavailable from Compa of those available from Sas of those available from	the event that adequate shall sell to and Shipper tities authorized for sale any, the Receiving Party hipper. Consumption of Shipper shall be billed

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number <u>63</u>

Decision Number __

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 41 of 175

COLORADO NATURAL GAS, INC.		CO PUC No	2
P.O. Box 270868			
Littleton, CO 80127			
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NATURAL GAS RATES INTERRUPTIBLE GAS TRANSPORTATION SERVICE Schedule TI - Cont'd

<u>AUTHORIZED OVERRUN TRANSPORTATION SERVICE</u>

In the event Shipper desires Company to transport Shipper's Gas in excess of the Maximum Daily Transportation Quantity, Company may, at its sole discretion, provide such Authorized Overrun Transportation Service on an interruptible basis, provided Company has sufficient capacity and receives Shipper's Gas at the Receipt Point(s). Company will provide Authorized Overrun Transportation Service in accordance with the Supply Curtailment and Capacity Interruption sections of the Gas Transportation Terms and Conditions. Authorized Overrun Transportation Service will be provided at the Authorized Overrun Transportation Charge.

UNAUTHORIZED OVERRUN TRANSPORTATION SERVICE

In the event Company does not authorize transportation in excess of the Maximum Daily Transportation Quantity, or interrupts transportation service due to the lack of system capacity, and Shipper's Gas was available for transportation, then all gas used by each Receiving Party in excess of the Maximum Daily Transportation Quantity or during the period of capacity interruption shall be at the Unauthorized Overrun Transportation Charge. In the case of repeated use of gas during periods of Capacity Interruption, or restricted delivery days, the Company shall have the right to charge Shipper the Standard Unauthorized Transportation Charge, and terminate service hereunder and return the Receiving Party to sales service if applicable.

UNAUTHORIZED OVERRUN SALES SERVICE

Should Company interrupt transportation service due to the lack of system capacity, and Shipper's Gas was not available for transportation, then all interruptible gas used during the period of Capacity Interruption shall be at the Unauthorized Overrun Sales Charge in addition to the Backup Sales Supply Charge. If Shipper's supply of natural gas should fail for whatever reason, Company will provide interruptible supplies at the Backup Supply Sales Charge to Shipper, if available. If Shipper uses more than the quantity authorized by Company, or if such supplies are not available and the Receiving Party continues to use gas during the period of such failure, then Shipper will be required to pay Company the Unauthorized Overrun Sales Charge, in addition to the Backup Supply Sales Charge, for all gas used during such period.

In the case of repeated use of Unauthorized gas during periods of Supply Curtailment, Capacity Interruption or Restricted Delivery Days, Company shall have the right to charge Shipper the Standard Unauthorized Overrun Sales Charge. Charges shall not be less than the minimum Unauthorized Overrun Sales Charge or more than the Standard Unauthorized Overrun Sales Charge.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 42 of 175

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COLO)RAD	O NA	TURAL	GAS.	. INC.

COLORADO NATURAL GAS, INC.		CO PUC No	
P.O. Box 270868			_
Littleton, CO 80127			
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NATURAL GAS RATES INTERRUPTIBLE GAS TRANSPORTATION SERVICE Schedule TI - Cont'd

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

If required by Company for electronic metering, Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering of gas quantities transported.

Shipper will provide an "analog/pulse" communication line to the meter via conduit, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by Company. Communication wire installation will be subject to the National Electric Safety Code Requirement. Shipper shall coordinate installation of the communication line with Company.

Receiving Party will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. Shipper or Receiving Party will notify Company in advance of any planned outages. In the event the communication line is out of service for a period of more than two days, Company reserves the right to discontinue transportation service until the communication line is placed back in service.

CONTRACT PERIOD

Unless otherwise agreed, this schedule is available only under an Interruptible Gas Transportation Service Agreement for a minimum period of one year commencing on the effective date of the Service Agreement, and continuing from year to year after the initial one year period until canceled as provided by said Service Agreement.

ON-PEAK GAS

Shippers have the option to contract, on behalf of a Receiving Party, those minor amounts of firm sales gas that are not subject to Supply Curtailment or Capacity Interruption. Such gas is normally supplied for the pilots of gas consuming appliances and other such minor uses. Commitments for On-Peak Service shall be at the option of the Company, dependent upon the sufficiency of pipeline and system capacity with respect to the requirements of Company's other firm gas sales Customers and Firm Shippers. The maximum daily quantity of On-Peak gas to be supplied to each Receiving Party shall be specified in the Service Agreement between Shipper and Company.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 43 of 175

Sheet No.

COLORADO NATURAL GAS, INC.		CO PUC No. 2	
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet No. 15E	

Cancels

NATURAL GAS RATES INTERRUPTIBLE GAS TRANSPORTATION SERVICE Schedule TI - Cont'd

ADVANCE NOTIFICATION

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper by Company in accordance with the Service Agreement. Company, whenever circumstances reasonably permit, will endeavor to give Shipper advance notice of Supply Curtailment or Capacity Interruption of transportation service by telephone or otherwise, and Shipper shall ensure that Receiving Party shall immediately discontinue the use of gas when and as directed by the Company. Authorized representatives of the Company shall have at all times the right of ingress and egress to Receiving Party's premises. Upon determination by the Company that the necessity for Supply Curtailment or Capacity Interruption has ceased, gas transportation service shall be resumed. If the Receiving Party fails to discontinue the use of gas as provided herein, the Company may discontinue service to the Receiving Party by physically shutting off the gas supply.

DISCOUNT OF SERVICE

The Company may offer interruptible transportation service at a discount. Any discount offered will be based on the Company's best available information regarding the costs to a transportation customer of a competing fuel or the cost of a bypass line that could be installed to serve that customer with natural gas from an alternative source. The Company will re-calculate any discount on an annual basis but will only modify any discount at the end of an Interruptible Transportation Agreement.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 44 of 175

COLORADO NATURA P.O. Box 270868	L GAS, INC.		CO PUC No.	2
Littleton, CO 80127	Cancels	Original		<u>6</u>
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Decision Number	7810 Shaffer Parkway,	#120, Littleton, CO 801	27 <u>Effective Date</u>	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 45 of 175

COLORADO NATURAL GAS, INC.

CO PUC No.	2.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. <u>17</u>
Cancels		Sheet No

SCHEDULE OF RATES FOR RENDERING SERVICE ALL DIVISIONS OF THE COMPANY	
To initiate or restore service\$60.00	
To transfer service at a specific location from one customer to another customer where such service is continuous\$40.00	
To perform non-gratuitous labor for service work in addition to charges for material:	
Trip Charge\$60.00 (Assessed for trips where no actual labor is performed other than a general diagnosis of the customer's problem)	
For service work during normal working hours, per man-hour\$60.00 Minimum Charge, one hour\$60.00	
For service work before 8:00 AM or after 5:00 PM Monday through Friday, or at any time on Saturday, per man-hour\$80.00 Minimum Charge, one hour\$80.00	
For service work on Sundays and holidays, per man-hour\$160.00 Minimum Charge, two hours\$160.00	
To process a check from a customer which is returned to the Company by the bank as non-payable\$30.00	
dvice Letter Number 63 Issue Date Officer, Title	
7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number <u>Effective Date</u>	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 46 of 175

NATURAL GAS RATES FRANCHISE FEE SURCHARGE The monthly charge for natural gas service as determined from the Company's applicable gas rate chedules, including the Gas Cost Adjustment, General Rate Schedule Adjustments, and any other opplicable adjustments, shall be increased to each customer receiving service within a municipality herein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise greement between the Company and the municipality.	OLORADO NATURAL GAS, INC. O. Box 270868		CO PUC N	02
FRANCHISE FEE SURCHARGE the monthly charge for natural gas service as determined from the Company's applicable gas rate chedules, including the Gas Cost Adjustment, General Rate Schedule Adjustments, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality therein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise	ttleton, CO 80127		Original	Sheet No. 18 Sheet No.
chedules, including the Gas Cost Adjustment, General Rate Schedule Adjustments, and any other oplicable adjustments, shall be increased to each customer receiving service within a municipality herein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise			E	
	schedules, including the Gas Cost Adjustment, Gen applicable adjustments, shall be increased to each wherein the Company pays franchise fees, by the a	eral Rate Sche customer receiv ppropriate perc	dule Adjustments, ving service within	and any other a municipality

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127 Decision Number _____ Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 47 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	_ Sheet No. 19
Cancels	_	Sheet No.

CO PUC No. 2

NATURAL GAS RATES OCCUPATION TAX SURCHARGE

The monthly charge for gas service as determined from the Company's applicable gas rate schedules, including the Gas Cost Adjustment, General Rate Schedule Adjustment, and any other applicable adjustments, shall be increased to each customer receiving service within a municipality wherein the Company pays an occupation tax by an appropriate percentage calculated to recover the amount of the tax.

In order to recover from all customers within the municipality the amount of said tax, the Company will calculate an gas occupation tax percentage surcharge in the following manner:

- 1) Estimated local gas revenues from within a municipality will be divided by the estimated total local revenue to arrive at an estimated gas percentage of total local revenue.
- 2) The estimated gas percentage of total revenue will be multiplied by the total amount of the occupation tax levied by the municipality to derive the amount of the tax to be recovered through gas sales. Any amount of the gas occupation tax from a prior period either over or under recovered will be added to or subtracted from the amount of tax to be recovered through current gas sales.
- 3.) The amount of the tax to be recovered through gas sales will be divided by the estimated local gas revenue to derive an occupation tax percentage surcharge.

Advice Letter Number <u>63</u>	Officer. Title	Issue Date
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 48 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 20
Cancels		Sheet No.

CO PUC No. 2

NATURAL GAS RATES OCCUPATION TAX SURCHARGE

OCCUPATION TAX GAS SURCHARGE FORMULA

The occupation tax gas surcharge will be calculated according to the following formula:

GR/TR = x

x(TOT) = TOTq

TOTq/GR = % Surcharge

Where GR = Estimated Gas Revenue From Sales Within the Municipality

TR = Estimated Total Revenue From Sales Within the Municipality

x = Gas Revenue as a Percent of Total Revenue

TOT = Total Occupation Tax Levied by the Municipality

TOTq = Total Occupation Tax to be Recovered Through Gas Sales

% Surcharge = Occupation Tax Gas Percentage Surcharge

The percentage surcharge will be calculated and applied to all gas revenue within the municipality on an annualized basis. In the event that an occupation tax is expected to be in effect for a period less than a year, the gas percentage surcharge will be calculated and applied to all gas revenues within the municipality for the period the tax is expected to be in effect.

In the event a municipality ceases to assess an occupation tax, and does not replace such tax with a tax of like character or effect, the Company will pay the municipality any amounts it may have recovered in excess of the appropriate assessment, calculated on a prorated basis. If the Company has recovered less money than required to meet its tax obligation, it will continue to apply the percentage surcharge until the amount sufficient to pay the municipal assessment has been recovered. If, however, the municipality enacts a tax, license or fee to replace an occupation tax; such as a franchise fee; the Company will carry over any amounts which are over or under recovered at the time the old tax ceases and the new tax becomes effective, and will apply said over or under collections to the payment of the new assessment.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 49 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 21
Cancels		Sheet No.

CO PUC No. 2

METERING PRESSURE AND ADJUSTMENTS

Applicability

All volumes measured on a non-pressure-compensated basis are subject to a pressure adjustment to compensate for the variation in atmospheric pressure due to elevation and to correct the measured flow to 14.73 psia. All corrected volumes are multiplied by the BTU content of the gas, as determined per cubic foot at 14.73 psia, to calculate the energy usage for billing purposes. For the CNG Divisions, the following atmospheric pressures, residential/small commercial billing pressure, and correction factors will be applied:

	Atmospheric	Billing	Correction
Mountain Division, Territories formerly known as:	Pressure	Pressure	Factor
Bailey Division, Bailey Service Area	10.89 psia	11.14 psia	0.7563
Bailey Division, Southpark Service Area	9.87 psia	10.12 psia	0.6870
Cripple Creek Division	10.43 psia	10.68 psia	0.7251
Pueblo West Division	12.24 psia	12.49 psia	0.8526

For the areas previously known as the Bailey Division, for each of the Bailey Service Area and Southpark Service Area, the elevation used for the calculation of these atmospheric pressures was the average of the highest point of service and the lowest point of service in the Area. For the Cripple Creek Division, the elevation used was the elevation in the Town of Cripple Creek, as listed on the map of the State of Colorado. For the Pueblo West Division, the elevation used was for the City of Pueblo, as listed on the map.

The BTU content of the gas received by the Company is measured and reported on a monthly basis as part of the gas transportation invoice from the upstream pipeline supplier. As part of the annual Gas Cost Adjustment Filing, a weighted average annual BTU measured at 14.73 psia and 60°F will be calculated from these monthly BTU readings and the monthly usages from the previous gas year ended June 30, and reported by Division on Sheet 76 of this tariff.

A sample calculation for the conversion of a metered residential volume to a billing amount in therms would be made as follows:

(Metered volume in CCF) X(Pressure Correction Factor) X (BTU Content)

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	Effective Date	

COLORADO NATURAL GAS, INC.

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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. <u>22</u>
Cancels		Sheet No

				AL GAS RAT T ADJUSTN			
Α	В	С	D	Е	F	G	Н
Rate S	Sheet	Billing	Type of C	Commodity	Upstream	Deferred	Gas Cost
Schedule	No.	Units	Charge	Cost	Cost	Gas Cost	Adjustment
RG-M (B)	8	Therms	Commodity	\$0.3889	\$0.1271	(\$0.0211)	\$0.4949
RG-M (C)	8	Therms	Commodity	\$0.3632	\$0.1782	(\$0.0064)	\$0.5350
RG-M (PW)	8 (Therms	Commodity	\$0.3789	\$0.1839	(\$0.0508)	\$0.5120
RG-EC	8	Therms	Commodity	\$0.3277	\$0.0572	(\$0.0751)	\$0.3098
CG-M (B)	8	Therms	Commodity	\$0.3889	\$0.1271	(\$0.0211)	\$0.4949
CG-M (C)	8	Therms	Commodity	\$0.3632	\$0.1782	(\$0.0064)	\$0.5350
CG-M (PW)	8 (Therms	Commodity	\$0.3789	\$0.1839	(\$0.0508)	\$0.5120
CG-EC	8	Therms	Commodity	\$0.3277	\$0.0572	(\$0.0751)	\$0.3098
TF-M (B)	10	Dekatherms	Commodity	\$3.889	\$1.271	(\$0.211)	\$4.949
TF-M (C)	10	Dekatherms	Commodity	\$3.632	\$1.782	(\$0.064)	\$5.350
TF-M (PW)	10	Dekatherms	Commodity	\$3.789	\$1.839	(\$0.508)	\$5.120
TF-EC	10	Dekatherms	Commodity	\$3.277	\$0.572	(\$0.751)	\$3.098
TI-M (B)	11	Dekatherms	Commodity	\$3.889	\$1.271	(\$0.211)	\$4.949
TI-M (C)	11	Dekatherms	Commodity	\$3.632	\$1.782	(\$0.064)	\$5.350
TI-M (PW)	11	Dekatherms	Commodity	\$3.789	\$1.839	(\$0.508)	\$5.120
TI-EC	11	Dekatherms	Commodity	\$3.277	\$0.572	(\$0.751)	\$3.098

For each Rate Schedule, the Gas Cost Adjustment, Column H, is the sum of the Commodity Cost in Column E, the Upstream Cost in Column F and the Deferred Gas Cost in Column G.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 51 of 175

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 CO PUC No2				
Littleton, CO 80127	Cancels	Original	Sheet No. 22A Sheet No.	-
	NATURAL GAS F			
For Schedules TF-B, TF-C, TF-PW, TI-highest of: (A) the Commodity Cost list by the Company for gas for that service Colorado Interstate Gas Co. Rocky Mo Market Report. Added to this highest company for Schedules and Schedules are considered as the Company of th	ed above in Colunt area during the muntains Monthly In	nn E, or (B) the highest nonth service is rendered dex as published in the	t commodity cost paid ed, or (C) the e Inside FERC's Gas	
On-Peak Demand Charge: Schedules TF-B, TI-B, Schedules TF-C, TI-C Schedules TF-PW, TI-PW	\$5.96 per Dekath \$5.96 per Dekath \$5.96 per Dekath	erm Capacity		
Annual Lost & Unaccounted for Re-imbu Schedules TF-B, TI-B, Schedules TF-C, TI-C Schedules TF-PW, TI-PW	o.00% 0.00% 0.00% 0.00%			
Annual Average BTU Content: Schedules RG-B, CG-B, TF-B, TI-B Schedules RG-C, CG-C, TF-C, TI-C Schedules RG-PW, CG-PW, TF-PW, TI- Schedules RG-B, CG-B, TF-B, TI-B Sou)		
Advice Letter Number63			Issue Date	

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number _____

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 52 of 175

	t (G-DSMCA) Te subject to a ely recover p cordance with egulating Gas "). The G-DS	COST ADJUST a Gas Demand in Gas Demand- s Utilities and P	-Side Management Cost ed costs of Demand-Side ·Side Management Rules ·Pipeline Operators, 4 Code
Gas Demand-Side Management Cost Adjustment All sales rate schedules for natural gas service are Adjustment ("G-DSMCA") designed to prospective Management Programs ("DSM Programs") in acce 4750 through 4760 of the Commission's Rules Re of Colorado Regulations 723-4 ("Gas DSM Rules" calculated and applied to the billed amounts deriv residential and commercial customers. The calcul will be shown separately from the base rates. The	t (G-DSMCA) The subject to a su	COST ADJUST a Gas Demand in Gas Demand- s Utilities and P	-Side Management Cost ed costs of Demand-Side ·Side Management Rules ·Pipeline Operators, 4 Code
All sales rate schedules for natural gas service are Adjustment ("G-DSMCA") designed to prospective Management Programs ("DSM Programs") in acceptation 4750 through 4760 of the Commission's Rules Reformed Colorado Regulations 723-4 ("Gas DSM Rules" calculated and applied to the billed amounts derive residential and commercial customers. The calculated will be shown separately from the base rates. The	re subject to a lely recover period or deleter period of the subject to the subje	a Gas Demand orudently incurred or Gas Demand- or Utilities and P	ed costs of Demand-Side Side Management Rules Pipeline Operators, 4 Code
DSM Plan Filing The initial DSM plan filings shall cover a DSM per shall cover a DSM period of three years unless ot DSM plan applications are to be filed by May 1 of Plan Filings may be pursuant to the Gas DSM Ru	lated G-DSM e Company s h the G-DSM riod of two ye therwise spe	MCA recovery postable recover the MCA Factor. Bears. The subsectified by the Coar of the current	equent DSM plan filings ommission. Subsequent
Annual G-DSMCA Filing On or after January 1, 2009, the Company will pla Commission's final order on its initial DSM plan ar			SMCA tariff pursuant to the

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 53 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 23A
Cancels	<u>-</u>	Sheet No.

CO PUC No. 2

NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

Beginning April 1, 2010, and each April thereafter, the Company will submit its annual DSM report, application for bonus and DSMCA filing. The Company will include in its annual G-DSMCA filing all pertinent information and supporting documentation as is required by the Commission's Rules and as specifically set forth in Gas DSM Rules 4757 and 4758.

The Company shall file a request to adjust its G-DSMCA Factor either through an application or an advice letter and tariffs. Prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the utility's DSM programs, as well as recovery of deferred G-DSMCA costs, plus any G-DSM bonus approved by the Commission, shall be recovered through the G-DSMCA Factor that is set on an annual basis, and collected from July 1 through June 30.

If the projected DSM program costs have changed from those used to calculate the currently effective G-DSMCA cost or if a Company's deferred G-DSMCA cost balance increases or decreases sufficiently, the Company may file an application to revise its currently effective G-DSMCA factor to reflect such changes, provided that the resulting change to the G-DSMCA factor equates to a base rate change of at least one cent (\$0.01) per Mcf or Dth. The Company has the burden of proof to justify any interim G-DSMCA filings and the Commission has the discretion to consolidate the interim G-DSMCA filing with the next regularly scheduled annual G-DSMCA filing.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 54 of 175

	COLORADO	NATURAL	GAS.	INC.
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P.O. Box 270868 Littleton, CO 80127

Original	Sheet No. 23B
Cancels	Sheet No.

CO PUC No. 2

NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

Definitions

Deferred G-DSMCA Cost. Deferred G-DSMCA Cost means a rate component of the G-DSMCA Factor which is designed to amortize over the G-DSMCA Period, plus interest, the under- or over-recovered G-DSMCA Factor reflected in the Company's Account No. 186 for all applicable rate schedules of residential and commercial customers.

DSM Period. DSM Period means the effective period of an approved DSM plan.

DSM Bonus. The amount of bonus approved by the Commission in the Company's annual DSM Bonus application, as set forth in Gas DSM Rule 4760.

Current DSM Cost. Prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the utility's DSM programs.

DSM Program. DSM Program or energy efficiency program means any combination of DSM measures, information and services offered to customers to reduce natural gas usage set forth in the Company's DSM Plan Filing as approved by the Commission.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 55 of 175

CO PUC No. 2

COLORADO NATURAL GAS, INC

P.O. Box 270868		
Littleton, CO 80127		
	<u>Origina</u>	Sheet No. <u>23C</u>
	Cancels	Sheet No.

NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

G-DSMCA Factor. The G-DSMCA for each service class shall be a percentage adjustment applicable to all base rates for customers receiving service under the rate schedule for the service class. The following formula shall be used:

G-DSMCA = (<u>current DSM Cost + DSM Bonus + Deferred DSM Cost</u>) (CCount * SFC + Sales * D)

where:

- CCount is the forecasted number of customers under a rate schedule in the DSM period,
- SFC is the Service & Facilities charge effective on the April 1 filing date,
- Sales is the forecasted sales gas quantity for the rate schedule in the DSM period, and
- D is the Distribution charge effective on the April 1 filing Date,
- The G-DSMCA Factor will also include the current G-DSM bonus plus any adjustment necessary to previously approved G-DSM bonuses.
- Deferred G-DSMCA Cost includes sub-accounts of deferred amounts for DSM bonus and current DSM Cost for the rate schedule.

G-DSMCA Period. The G-DSMCA shall take effect July 1 of each year for a period of 12 months.

Advice Letter Number <u>63</u>	Officer Title	Issue Date
	Officer, Title	
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 56 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

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NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

Interest on under- or over-recovery. The amount of net interest accrued on the average monthly balance in sub-accounts of Account No. 186 (whether positive or negative), is determined by multiplying the monthly balance by an interest rate equal to the Commission-authorized after-tax weighted average cost of capital.

Prudence review and adjustment of G-DSM bonus. If the Commission finds that the actual performance varies from performance values used to calculate the DSM bonus, then an adjustment shall be made to the amount of DSM bonus award. Any true-up in DSM bonus will be implemented on a prospective basis.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 57 of 175

CO PUC No. 2

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P.O. Box 270868		
Littleton, CO 80127		
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	Cancels	Sheet No.

NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

RESIDENTIAL

P.O. Box 270868

Sheet Rate Schedule No. **G-DSMCA Factor** G-DSMCA Charge Χ RG-M Percentage applied to Base Rates 1.36% RG-EC X Percentage applied to Base Rates 0.38%

COMMERCIAL

Rate		Sheet			
Schedule		No.	G-DSMCA Charge		G-DSMCA Factor
CG-M		X	Percentage applied to	Base Rates	1.36%
CG-EC	Χ	Percentage	applied to Base Rates	0.38%	

Consistent with Natural Gas Billing Format on Sheet Nos. 9A-9E, the G-DSMCA Charge will be shown as a separate line item on each customer's monthly bill. This G-DSMCA charge will be calculated by multiplying the G-DSMCA Factor percentage shown above for that customer class by the sum of that customer's Service and Facilities Charge and the Total Distribution Charge for that month. The Total Distribution Charge is the product of the customer's consumption for that month and the Distribution Charge.

Advice Letter Number <u>63</u>		<u>Issue Date</u>
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 58 of 175

COLORADO NATURAL GAS, INC.	CO PUC No. <u>2</u>
P.O. Box 270868	
Littleton, CO 80127	

	Original	Sheet No. <u>24</u>
Cancels		Sheet No

NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM

Low Income Program

All rate schedules for natural gas service are subject to a Customer Assistance Program ("CAP") program fee designed to recover the direct costs of the Low-Income Program. In accordance with Commission-approved Low Income Program and Rule 4412 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Low Income Program Rules"). The CAP shall apply as a monthly fixed fee for all residential and commercial rate schedules.

The CAP is a program designed to provide heating energy assistance to eligible CNG customer households in the form of bill credits in conjunction with Low Income Energy Assistance Program ("LEAP"), and arrearage forgiveness. This program is available to all CNG residential customers who meet certain Department of Health and Human Services ("HHS") and Colorado Natural Gas ("the Company") eligibility requirements.

Applicability

Pursuant to Rule 4412(c)(II)(B), the CAP has been designed to provide residential customers of the Company who meet certain Health and Human Service poverty eligibility criteria with assistance in paying their monthly natural gas heating bills. Households must meet all HHS and State of Colorado income eligibility standards and be enrolled and accepted as a participant in the State of Colorado's LEAP program for the year in which they enroll in the CAP. Customers must complete the program application and agree to all terms and conditions within the CAP program tariff.

Customers will be enrolled in the program upon receipt of a completed application, including authorization of the utility to share information with LEAP and Energy Outreach Colorado.

CAP is available until such time as program funds are depleted. The Company reserves the right to close or modify the program without prior notice.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 59 of 175

COLORADO NATURAL GAS, INC

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 24A
Cancels		Sheet No.

CO PUC No. 2

NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM

Definitions

Eligible low-income customer - A residential utility customer who meets the household income thresholds computed annually by the Staff of the Commission pursuant to subparagraph Rule 4412(c)(II)(A).

Non-participant - A utility customer who is not receiving low-income assistance under Rule 4412.

Participant - An eligible low-income residential utility customer who participates in the low-income assistance program under Rule 4412.

HHS - The Colorado Department of Health and Human Services

Household – Includes all residents who live within a housing unit on a full time basis and receive natural gas service from Colorado Natural Gas.

LEAP -The Low-Income Energy Assistance program, a county-run, federally funded, program supervised by the Colorado Department of Human Services, Division of Low-Income Energy Assistance.

Estimated Annual Income – The amount of income based on Federal Poverty Level and number of residents residing within a household received from the Commission.

Service Account – The account associated with an individual household for billing purposes.

Affordable Credit - The percentage determined by the HHS to be an affordable amount of a households total income to be spent on home heating costs as defined by the households percent of poverty level

Commission - The Public Utilities Commission Of the State of Colorado

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 60 of 175

COLORADO NATURAL GAS, INC.			CO PUC No	o2
P.O. Box 270868				
Littleton, CO 80127				
		Original		Sheet No. 24B
	Cancels	_		Sheet No.

NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

Program Design

The CAP is a three tiered benefit system that provides benefits to eligible low-income residential customers. The program consists of three primary components; a company calculated bill credit, a LEAP credit, and an arrearage forgiveness component. The company calculated credit will be applied as a single lump sum payment posted directly to a household's service account. The LEAP credit will be posted to the household's service account when received from the State LEAP office. The arrearage forgiveness component of this program operates independently of the credit portion of the program.

Eligible low-income residential customers must apply and be accepted every year into the CAP program. Participation in CAP one year does not guarantee the ability to participate in subsequent years, nor does participation in one year give participant's priority in subsequent years.

Pursuant to 4 CCR 723-4-4412(b) the CAP will be phased in over the course of two (2) years. The phase in schedule is as follows:

Phase 1: Eligible households are limited to those with a household income at or below one hundred twenty-five percent (125%) of the current federal poverty level during the first year of operation.

Phase 2: Eligible households are limited to those with a household income at or below one hundred fifty percent (150%)of the current federal poverty level during the second year of operation.

The following sections detail program specifics.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 61 of 175

Issue Date

Effective Date

OLORADO NATURAL GAS, INC. O. Box 270868		COTOC	2 No2
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	AL GAS RATES OW-INCOME PRO)GRAM	
Household Tier Placement			
Jpon enrollment in the CAP and receipt of informaligible household will be placed into one of thre gross annual income as a percentage of the Fedhat live within each household. The three benef	e benefit tiers base Ieral Poverty Level	ed on a combinated and the number	tion of the estimated
Fier 1: Households with an annual income at or below 1 HHS Federal Poverty Guide will be placed in the more than 2% of income be deemed affordable f	first benefit tier. C	ustomers in this	
Fier 2: Households with an annual income exceeding 1: 150% of the Federal Poverty Level as established he second benefit tier. Customers in this tier can affordable for home heating costs.	ed in the HHS Fede	ral Poverty Guid	de will be placed in
Fier 3: Households with an annual income level that exceed 185% of the Federal Poverty Level as esplaced in the third benefit tier. Customers in this affordable for home heating costs.	stablished in the H	HS Federal Pove	erty Guide will be
The program year is June 1 through May 31, and application period of November 1-April 30. The 030 or when funding has been depleted.			

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number 63

Decision Number _____

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 62 of 175

COLOR	ADO	NAT	URAL	GAS.	INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 24D
Cancels	·	Sheet No.

CO PUC No. 2

NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM

Company Credit Calculation

A household's estimated income level will be calculated using a Percentage of Income Plan threshold where the household income level for different numbers of person is adjusted by the federal poverty levels as specified by subparagraphs (1) and (2) of Rule 4412(h)(II)(B)(i) as calculated by the Staff of the Commission. The estimated annual income will be applied to the percentage of income deemed affordable as per the household's applicable Tier. This represents the affordable portion of the household's home heating bill. The credit is determined by subtracting the estimated LEAP payment and the amount deemed affordable for home heating bills from the previous twelve (12) months heating bills for that household. Should the previous twelve months of usage information not be available to the company, the Company will estimate usage based on similar homes in the service territory.

The Company credit will be applied to each household's service account within five (5) business days of receipt of the completed application.

Arrearage Forgiveness

Pursuant to 4 CCR 723-4-4412(c)(I)(D), the Company will also institute an arrearage forgiveness program that is designed to reduce CAP participants arrearage amounts to \$0.00 within twelve (12) month period.

Participants must have outstanding arrearages at the time of enrollment in the Arrearage Forgiveness component of the program. Upon acceptance into the program, existing outstanding arrearages will be frozen through April 30, the end of the enrollment period. At the end of the enrollment period, any remaining LEAP funds available on the account will be applied toward the frozen arrearage and any remaining arrearage will be forgiven by the Company.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 63 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC No. 2
Littleton, CO 80127 Cancels	Original Sheet No. 24E Sheet No.
NATURAL GAS RATES GAS SERVICE LOW-INCOME PRO	OGRAM
Arrearage Forgiveness Contd.	
In the event that a participant fails to pay the monthly charges during liable, the service account will be removed from the arrearage forgive which point the service account is subject to existing company policing Removal from the arrearage forgiveness portion program does not credit portion of the CAP.	iveness portion of the program at cies in its regular collection cycle.
The arrearage forgiveness portion of the program, whether it is conservice account once per lifetime.	mpleted or not, is available to each
By enrolling in CAP, participants understand and accept the inhere arrearage forgiveness program currently operates. In the event tha component of the arrearage forgiveness program, customers will b out of the program within sixty (60) days of notification to the Color ("PUC") that the Company plans on implementing the program cha	at the Company decides to change a see notified and given the option to opt ado Public Utilities Commission

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 64 of 175

	CO PUC	No	2
	Original	Shor	ot No. 24E
Cancels	Original		et No. 24F et No.
AS RATES NCOME PRO	GRAM		
4 CCR 723-4 A monthly cha	-4412(e)(III)the (arge applied to al	Compar I reside	ny is allowed ntial and
to all custome	ers posted in the	month	of June. The
ו ו	AS RATES NCOME PRO o a CAP charg 4 CCR 723-4 A monthly cha 12(c)(II)B will I	Original Cancels AS RATES NCOME PROGRAM To a CAP charge designed to read to 4 CCR 723-4-4412(e)(III)the CA monthly charge applied to all 12(c)(II)B will be phased in overto all customers posted in the	Cancels She

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Decision Number _____

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 65 of 175

COLORADO NATURAL GAS, INC.

CO PUC No.	2

Effective Date

P.O. Box 270868 Littleton, CO 80127

Decision Number

	Original	Sheet No. R1
Cancels	-	Sheet No.

RULES AND REGULATIONS APPLICABLE TO ALL NATURAL GAS SERVICES INDEX Sheet No. INDEX......R1 GENERAL SUPPORT......R2 GENERAL – Applicable to All Natural Gas Service: Definition of Terms......R3-R7 Benefit of Services......R8 Charges for Rendering Service......R9 Temporary or Intermittent Service......R11 Possession of Gas......R11 Customer's Installations......R11-R13 Liability......R13-R14 Indemnity to Company......R14 Priority of Service......R14 Diversion of Natural Gas......R15-R16 Gas Lights and Atmospheric Flares......R16 Easements......R17 Access for Company's Employees......R17 Resale of Natural Gas.....R18 Complaints......R18 Advice Letter Number __63__ Issue Date Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 66 of 175

COLORADO NATURAL GAS, INC.

P.O. Box	2708	868
Littleton,	CO	80127

Decision Number _____

Original	Sheet No. R1A

Effective Date

Sheet No.

CO PUC No. 2

RULES AND REGULATIONS	
APPLICABLE TO ALL NATURAL GAS SERVI	CES
INDEX – CONT'D	
	Sheet No.
STANDARDS – Applicable to All Natural Gas Service:	
System Operation and Maintenance	R19
Pressure	
Measurement of Service	
Measurement Equipment and Testing	
Gas Billing	
Gas Property Determination	
Gas Quality Specification	
SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENS	SION POLICY
General Provisions	
Definition of Terms	
Gas Meter & Piping Installations	
Construction Allowance & Construction Payments	
Plan A – Permanent Service	
Plan B – Indeterminate Service	
Plan C – Temporary Service	
Calculation and Payments of Refunds	
Plan A – Permanent Service	
Plan B – Indeterminate Service	
Plan C – Temporary Service	
Reinforcements	
Exceptions.	
Applicability Limitations	
Construction Allowance by Service Class	
Advice Letter Number63	Issue Date
Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 8	0.407

Cancels

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 67 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC I	No2
Littleton, CO 80127 Cancels	Original	Sheet No. R2 Sheet No.
RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL STATEMENT		
The following Rules and Regulations, filed with The Public Utilities Cor as part of the natural gas tariff of the Company, set forth the terms and gas service is supplied and govern all classes of service in all territory subject to termination, change, or modification, in whole or in part, at a of said Commission.	d conditions under water was served by the Com	which natural npany. They are
Service furnished by the Company is also subject to the Rules and Re Commission of the State of Colorado. Copies of the Company's rules a inspection at the offices of the Company.	•	
Any waiver at any time of the Company's rights or privileges under the be deemed a waiver as to any breach or other matter subsequently or	_	ulations will not

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 68 of 175

	COLORADO	NATURAL	GAS.	INC.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R3
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DEFINITION OF TERMS

Billing Unit - A quantity of gas expressed in energy units, either therms or dekatherms, depending on the rate class.

<u>British Thermal Unit (Btu)</u> - One (1) British thermal unit (International Table), which is the amount of energy equivalent to 1,055.056 Joule, as specified in Gas Processors Association Publication 2145-93 ("Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas") or subsequent amendments as may be adopted by the Company. One (1) MMBtu shall mean one million (1,000,000) Btu.

Commission - "Commission" shall mean the Public Utilities Commission of Colorado.

Company - "Company" shall mean Colorado Natural Gas Inc.

<u>Construction Costs of Distribution Facilities -</u> The combined costs of all facilities necessary to the Distribution Extension or Distribution Reinforcement, including satisfactory rights-of-way.

Construction Allowance - That portion of necessary construction made by the Company at its expense.

<u>Construction Payment - Amount advanced by Applicant to pay all construction costs in excess of Construction Allowance.</u>

<u>Construction Payment Agreement -</u> An option to Permanent Service Applicants to have Company advance to Applicant the Construction Payment amount for a specific term.

<u>Contract Demand</u> - "Contract Demand" (CD) shall mean the daily quantity of gas which the Company agrees to furnish and for which the customer agrees to pay.

<u>Contract Year</u> - "Contract Year" shall mean a 12 month period ending September of each year except as otherwise stated in the Service Agreement or contract between Customer and Company.

Cubic Foot of Gas (cf) -

a) For the purpose of gas property determination, one cubic foot of gas shall mean one "standard cubic foot" (scf) of gas, which is the volume of water-free gas occupying a space of one (1) cubic foot at standard conditions.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 69 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R4
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DEFINITION OF TERMS - CONT'D

Cubic Foot of Gas (cf) - CONT'D

- b) For the purpose of gas volume determination, one cubic foot of gas shall mean the amount of gas which occupies a volume of one (1) cubic foot at the actual metering pressure and temperature
- c) For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes.
- d) Ccf means one hundred (100) cubic feet.
 Mcf means one thousand (1,000) cubic feet.
 Mmcf means one million (1,000,000) cubic feet.

<u>Curtailable Obligation</u> – "Curtailable Obligation" shall mean those interruptible gas quantities which Company has agreed to deliver to any Interruptible Customer in any Contract Year.

<u>Curtailable Requirement</u> – "Curtailable Requirement" shall mean those estimated interruptible gas quantity requirements of an Interruptible Customer.

<u>Curtailment</u> – The discontinuance of transportation or sales service as a result of the inability of Company to provide such service due to non-receipt of Shipper's Gas or the lack of availability of Company's interruptible gas supply respectively.

<u>Customer</u> – "Customer" shall mean any person or entity that uses sales or transportation services provided by Company for direct use.

- (a) Direct A "Direct Customer" purchases gas for its own use.
- (b) Residential/Small Commercial/Agricultural Customer Customers receiving service under any of the Company's Rate Schedules who use meters rated at less than 500 cubic feet per hour.
- (c) Transportation A "Transportation Customer" purchases capacity on Company's system and is responsible for procuring its own natural gas supplies.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 70 of 175

COLO)RAD() NAT	'URAL	GAS.	INC.

P.O. Box	2708	868
Littleton,	CO	8012

	Original	Sheet No. R5
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DEFINITION OF TERMS - CONT'D

<u>Dekatherm</u> - One Dekatherm (Dth) is the energy equivalent to 10 therms or 1,000,000 Btu (1 MMBtu).

Delivery Point(s) - The point(s) where Company delivers gas to the Receiving Party.

<u>Demand</u> - "Demand" shall mean the firm daily quantity of natural gas Company is obligated to deliver and Customer is entitled to receive.

- (a) Contract Demand "Contract Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver on any day to Customer and Customer is entitled to receive under any firm rate schedule in accordance with the executed contract or Service Agreement.
- (b) Total Demand "Total Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver on any day to Customer and Customer is entitled to receive under all firm rate schedules cumulatively.

<u>Distribution Extension</u> - Distribution or supply main, including all appurtenant facilities, except meters, meter installations and regulator facilities, necessary to supply service to additional customers.

<u>Distribution Reinforcement</u> – Increase in size or number of existing facilities necessitated by Applicant's estimated gas requirements.

 $\underline{\text{Extension Completion Date}} \text{ - The date on which the construction of a Distribution Extension or Distribution}$ Reinforcement is completed as shown by the Company's records.}

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 71 of 175

COLO)RAD() NAT	'URAL	GAS.	INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R6
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DEFINITION OF TERMS - CONT'D

End User - The party or parties that ultimately consume(s) the supply of natural gas.

Energy - The energy content of a given quantity of gas, expressed in units of Btu, Therm or Dekatherm.

<u>Firm Capacity</u> - The maximum Peak Day Quantity(s) contracted by a Customer to reserve space in Company's System, expressed in MMBTU.

<u>Firm Requirement</u> - "Firm Requirement" shall mean those estimated firm gas quantity requirements of a Direct Customer for a Contract Year.

<u>Firm Supply</u> - The firm Peak Day Quantity(s) contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of Shipper's Gas are not available for receipt by Company.

<u>Heating Value</u> - The higher (gross) heating value of the gas expressed in Btu/scf, and shall be on a dry basis except as otherwise specified herein.

<u>Local Pressure Base</u> - "Local pressure base" or LPB, shall mean the average atmospheric pressure as determined by the Company plus a pressure of one-quarter pound per square inch (0.25 psi).

<u>Meter Location</u> - The physical location of the gas meter measuring the amount of gas supplied to customer. Meter locations in all instances will be determined by Company and will be located so as to be accessible to Company's meter readers at all times.

Meter Piping - Pipe and fittings necessary to extend from end of service lateral to meter location, including the pipe extending from the initial meter location to additional locations in the same building except in the case of a meter header.

Normal Service Pressure - The atmospheric pressure plus a pressure of six inches water column, plus or minus two inches water column.

<u>Point of Delivery</u> - Point where the Company's gas facilities are first connected to the gas facilities of the customer. The location of the point of delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 72 of 175

COLORADO NATURAL GAS, INC.	CO P	UC No. 2
P.O. Box 270868		
Littleton, CO 80127	Original	Shoot No. D7
Cancels	Original	Sheet No. R7 Sheet No.
Cancers	-	Sheet No.
RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL	}	
DEFINITION OF TERMS – CONT'D		
Psia - Psia shall mean pressure in pounds per square inch absolute.		
Psig - Psig shall mean pressure in pounds per square inch gauge.		
Receipt Point(s) - The point(s) of interconnection between the facilities of party(s) wherein the Company receives gas, or any other contractual source.		_
Receiving Party(s) - The party or parties that receive gas from Company at	t the Delivery Poin	t(s).
Refund of Construction Payment - Amount of Construction Payment return Company.	urned to custome	rs or assignees by the
<u>Service Laterals</u> - The supply pipe extending from the distribution main to the main side of the meter.	o and including the	e first valve or cock on
Standard Conditions - A standard temperature base of 60°F and a standard	d pressure base o	f 14.73 psia.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 73 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO P	UC No	2
Cancels	Original	Sheet N Sheet N	To. <u>R7A</u> Jo.
RULES AND REGULATIO NATURAL GAS SERVIC GENERAL			
<u>DEFINITION OF TERMS – CONT'D</u>			
System - The pipelines, compressor stations, regulator stations, meter facilities owned by Company and utilized in providing sales and transport		lities and other	related
Total Annual Quantity - "Total Annual Quantity" shall mean the max obligated to deliver to Customer and Customer is entitled to receive under all executed Service Agreements under which Customer purchase	from Company during		
Year - A period of 365 consecutive days or 366 consecutive days if suc otherwise specified.	h period includes Fe	bruary 29,	unless

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number <u>63</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 74 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R8
ancels	-	Sheet No

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

BENEFIT OF SERVICE

An application for natural gas service may be made at any office of the Company. The Company may require any applicant to sign an Application Contract before service is supplied. However, the use of natural gas service constitutes an agreement under which the user receives natural gas service and agrees to pay the Company therefore in accordance with the applicable rate schedules, rules and regulations. Each person of full legal age who resides at the premises to which service is delivered shall be deemed to receive benefit of service supplied and shall be liable to the Company for payment, subject to conditions hereinafter stated, whether or not service is listed in his/her name. The primary obligor for payment is the applicant or user in whose name service with the Company is listed (the customer of record). The Company is obligated to pursue reasonable and timely efforts to effect payment by or collections from the customer of record. In the event such efforts are unavailing, and it is necessary for the Company to effect payment by or collection from a user who is not the customer of record by transfer of an account or otherwise, the Company shall give prior written notice to said user that he/she may factually dispute the applicability of the benefit of service rule stated in this paragraph to his/her specific situation by making written complaint to the Public Utilities Commission. The benefits and obligations of the agreement for service may not be assigned without written consent of the Company. A separate agreement will be made for each class of service at each separate location.

During a period of vacancy in a rental property, the landlord or property owner may contact the Company verbally or in writing to request that natural gas service be transferred to his/her name. Upon such application by the landlord or property owner, the landlord or property owner becomes the customer of record and service will be provided in the name of the landlord or property owner.

CHOICE OF RATES

The Schedule of Rates is on file at the offices of the Company and available to applicant for service. Applicant shall elect under which rate schedule service shall be supplied subject to the terms and conditions of the individual rate schedule. When there are two or more rate schedules applicable to any class of service Company will, upon request of applicant, explain the conditions, character of installation or use of service governing the several rate schedules and assist in the selection of the rate schedule.

Applicant, however, shall be responsible for the final selection of said rate schedule and Company assumes no liability therefore.

Advice Letter Number <u>63</u>	Officer Title	Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 75 of 175

CO PUC No. 2

COLO)RAD	O NA	TURAL	GAS.	. INC.

P.O. Box 270868		
Littleton, CO 80127		
	Original	Sheet No. R9
	Cancels	Sheet No.

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

CHARGES FOR RENDERING SERVICE

Appropriate charges to customers will be made at the time service is initiated or restored, or in the event that service at a specific location is transferred from one customer to another. Charges will also be made to customers for all service work performed for customers on customer's premises except for gratuitous services provided by Company. Service work performed at other than regular working hours shall be subject to overtime rates. Charges are set forth on the tariff sheet entitled Schedule of Charges for Rendering Service. These charges are to offset Company's costs for such service work and transactions and are in addition to all other customer charges for utility service, for customer deposits and for required charges under Company's filed extension policy.

Gratuitous services to customers by the Company will not be charged to the customer. Such gratuitous services are limited to the following:

- 1. All emergency calls where permanent materials and facility replacement is not performed.
- 2. Bill investigations.
- 3. Customer service complaint investigations.
- Changing customer's equipment due to changes in service characteristics, not, however, including changes necessary to convert customer's equipment to natural gas service from an alternate fuel.
- 5. Maintenance of Company facilities.
- 6. Relight pilots and perform other services resulting from outages on Company's system.

To compensate Company for the cost of processing bad checks, the Company will make a charge to any customer whose check for payment to the Company is returned by the bank as not payable. The amount of the charge is stated on the tariff sheet entitled Schedule of Charges for Rendering Service.

Advice Letter Number <u>63</u>	Officer, Title	<u>Issue Date</u>
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	E#aatina Data
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 76 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R10
Cancels	-	Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

MONTHLY BILLS

Bills for service will be rendered monthly. The Company may provide the option of electronic billing in lieu of a typed, or machine printed bill, upon the customer's request and at no additional charge to the customer. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the customer's premise(s), such readings to be taken as nearly as may be practicable every thirty days. If the Company is unable to read a meter after reasonable effort, the customer will be billed on an estimated usage based on the best available information.

If an initial or final bill is for a period less than the "monthly" billing period described above, billing may be prorated using a ratio of the number of days between actual read dates, to the number of days between the scheduled and actual read dates.

All bills for service, including any excise tax imposed by governmental authority, are due and payable at an office of the Company, or to an authorized agent of the Company fifteen days from the mailing date of bill.

If the customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

When Company for any reason submits a bill to a customer for utility service which contains an estimated reading or a no charge, Company will include on such bill a notice informing customer that the bill does contain an estimate or no charge. Also included on such bill will be a statement requesting customer to call Company so an accurate meter reading may be obtained. In all bills for additional charges resulting from a period of estimated or skipped billings, Company will include a written notice of customer's right to pay such additional charges in installments, where such charges were not the result of meter inaccessibility and customer's refusal to read his own meter.

If a customer gives notice at the Company's office prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the dispute. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Company will refund any overpayment or credit the amount of overpayment to the next bill rendered.

Advice Letter Number <u>63</u>	Officer, Title	Issue Date
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 77 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC	No. 2
Cancels	Original	Sheet No. R11 Sheet No.
RULES AND REGULA NATURAL GAS SER GENERAL		
TEMPORARY OR INTERMITTENT SERVICE If service to customer is to be temporary or intermittent, se involved will be at option of Company as set forth in Company's Ser Extension Policy.		
POSSESSION OF GAS Company shall be in control and possession of the natural any damage or injury caused thereby, until the same shall have been points, after which delivery Customer shall be deemed to be in exclusion exponsible for any such injury or damage.	en delivered to Customer at the	delivery point or
CUSTOMER'S INSTALLATION Concurrently with or prior to requesting gas service the cus supplied by Company, written data detailing the service requested, service, quantity, capacity, and pressure desired by customer is ave to, Company's facilities will be required; and to secure definite locat Company's natural gas facilities will connect to those of customer. installations are made by customer which will materially affect the a a change in the type of service or the	to enable Company to determinallable; to determine if extension ion of the point of delivery, i.e., Before any additions to or alter	ne if the type of ns of, or additions point where ations of existing
Advice Letter Number <u>63</u> Officer, Tit		ue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 78 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No.	2
Littleton, CO 80127			
	Original	Sheet No. R12	2_
Cancels		Sheet No	
RULES AND REGULAT	TIONS		
NATURAL GAS SER\	/ICE		
GENERAL			
CUSTOMER'S INSTALLATION – CONT'D			
point of delivery, the Company must be notified reasonably in advan	ce thereof as the	proposed additions or	
alterations in order that the Company may first determine if the servi		ilable and, if so, theat t	he
necessary changes in the Company's facilities may be arranged for All gas piping and other natural gas equipment on the custo		noint of delivery will be	2
urnished, installed and maintained at all times by the customer in co			
equirements of the Standards of the National Board of Fire Underwi	iters for the Insta	Illation, Maintenance ar	nd Use
of Piping, Appliances and Fittings for City Gas, any Municipal Ordina		Company accepts no lia	ability
or injury or damage caused by defects in customer's piping or equip No equipment or apparatus will be connected to Company's		em the operation of wh	nich may
cause such an abnormal pressure variation in said system as to imp			
o other customers on said system or to adversely affect operation o			ating
equipment. In the event that equipment having a high instantaneous connected, customer shall provide adequate pulsation or surge tank			vices as
may be required by Company. Customer shall, in every case, confer			
apparatus requiring extremely close regulation of pressure or quality			
systems. When the Company is required by order of properly constitu	itad authoritias to	maya ar altar ita ayiat	ina
When the Company is required by order of properly constitudistribution system, thereby necessitating a change in the location of			
Company will designate a new point of delivery and bear the expens	se of relocation o		
point, and customer, at his expense, will bring his piping to that new		P 1 2 4 11 4	
Service will be delivered to the customer for each premises Company. For the mutual protection of the customer and the Compa			
Company are permitted to make connections between the Company			
The Company reserves the right to require the customer to	reimburse the Co	ompany for any cost du	ie to a
change in meters or other apparatus or in their location made at the			ner
equipment of the Company will be removed or relocated only by emp	ployees or agents	s of the Company.	

Advice Letter Number 63 Susue Date
Officer, Title
7810 Shaffer Parkway, #120, Littleton, CO 80127
Decision Number _______ Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 79 of 175

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R13
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

PROTECTION OF SUBSURFACE FACILITIES

Customer shall consult Company regarding necessity of changing location of gas service before building any improvement, addition or structure over the gas service pipe or in the vicinity of Company's facilities. Customer shall notify Company before undertaking any type of excavation or change in surface grade of customer's property, or operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground gas service on customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, regulators and materials supplied by Company at its expense or under its standard policies will be and remain the property of the Company. Company's property shall not be worked upon or interfered with by customer or other unauthorized persons.

The customer shall be responsible for any damage to or loss of Company's property located on customer's premises, caused by or arising out of the negligence of customer or customer's agents, employees, licensees, or invitees, or the misuse or unauthorized use of Company's property by customer or customer's agents, employees, licensees, or invitees. The cost of making good such loss and/or repairing such damage shall be paid by the customer. Customer shall be held responsible for injury to Company's employees if caused by customer's negligence.

The customer shall be responsible for any injury to persons or damage to property occasioned or caused by the negligence of the customer or any of customer's agents, employees, licensees or invitees in installing, maintaining, operating or using any of the customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

Company shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond its control.

Advice Letter Number <u>63</u>	Officer, Title	Issue Date
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 80 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868			CO PUC No.	2
Littleton, CO 80127				
	C 1	<u>Original</u>		neet No. R14
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RULES ANI	D REGULA	TIONS		
	GAS SER	/ICE		
Gi	ENERAL			
NDEMNITY TO COMPANY				
Customer shall hold the Company harmless at				
ersons or damage to property when such damage or in sustomer's side of the point of delivery unless caused b			•	
employees. "Customer" and "Company" as used herein		_		-
censees or contractors of each of said parties, or personal time and time.	ons acting wi	th permission or	authorization from	n the
espective parties.				
DDIODITY OF OFDWO				
<u>PRIORITY OF SERVICE</u> In case of a shortage of supply, Company sha	Il have the rid	tht to curtail the	availability of serv	ice under anv
ate schedule, subject to the approval of the Commission	on. Specific i	ules and regulat	ions setting forth	limitations on
existing and new customers in the event of natural gas reneral, it shall be the policy of the Company to allocate				
riority system granting preference to customers receiv	-			
Schedule TF, then Schedule TI.				
Advice Letter Number63			Issue D	ate

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 81 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R15
Cancels		Sheet No

CO PUC No.

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DIVERSION OF NATURAL GAS

The existence of natural gas consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices, or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of natural gas without its proper registration on Company's meter shall constitute prima facie evidence of diversion of natural gas by the customer in whose name service is being rendered, or by the person benefiting from the use of such diverted natural gas. In the event that a Company check meter registers more natural gas in the same interval of time than does the meter installed at customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Public Utilities Commission of the State of Colorado, such fact shall also constitute prima facie evidence of diversion of natural gas.

In such instances, Company will in any reasonable manner, compute the amount of diverted natural gas. Where Company is unable to make such count, the computation will be based upon any other available information, or estimated. Such computation or estimate shall be made for the period beginning with the date on which customer began using natural gas at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased. Bills for natural gas diverted, based upon the aforesaid computation or, where necessary, upon estimation, under the applicable rate in effect during the period of diversion, plus the cost of investigating and confirming such diversion, disconnecting service, equipment damages and other related items shall be due and payable in accordance with the Company's tariffs.

If Service has been discontinued for failure to comply with any of the Company's rules and regulations and a diversion of natural gas has been confirmed subsequent to discontinuance, the Company will not render service to customer, or to any other person for customer's use, until:

- (1) The Customer has paid or made appropriate arrangements (when applicable) with the Company for the payment of all charges relating to the diversion of natural gas and for all past due bills for service rendered at the same location; and
- (2) The Company confirms that the cause for the discontinuance of natural gas, if other than for non-payment, has been cured. Payment arrangements shall not be available in any case where the customer has defaulted on an installment payment arrangement.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 82 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2	_
Cancels	Original Sheet No. R16 Sheet No.	
RULES AND REGUL NATURAL GAS SE GENERAL		
If service has been discontinued for diversion of natural grestricted access to the Company's meter reading equipment, the or to any other person for the Customer's use, at the same location Company for the installation of, or has installed at the Customer's as is necessary to prevent further diversion of natural gas. The foregoing rules pertaining to diversion of natural gas prosecution under the laws of the State of Colorado. Customers who wish to dispute any action of the Company Colorado Public Utilities Commission, External Affairs Division, in Colorado, 80202, or by telephone at (303) 894-2070 or (800) 456-	Company will not render service to the Customer on until the Customer has arranged with the expense, such entrance and service equipment in no way affect or modify any action or ny may file an informal complaint with the writing at 1560 Broadway, Suite 250, Denver,	
Advice Letter Number <u>63</u> Officer, T		

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 83 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127			C No2
Canc	els	Original	Sheet No. R17 Sheet No.
RULES AND REGULATION NATURAL GAS SERVICE GENERAL			
EASEMENTS A contract for natural gas service, or receipt of service by custor granting to Company an easement for gas mains, services, meters and or render service to customer. If requested by Company, customer, before so Company's standard form of right-of-way agreement, granting to Company easements for suitable location of Company's mains, services, meters an appurtenances on or across lands owned or controlled by customer, and to Company for all apparatus of Company located on customer's premise premises by sale in such manner that one part shall be isolated from streaccessible, customer shall grant or reserve an easement for natural gas smains for the benefit of the isolated part. **ACCESS FOR COMPANY'S EMPLOYEES** The customer will provide access to his premises at all reasonal Company for any proper purpose incidental to the supplying of natural gas and the supplying o	other eservice only, at med med will fues. In eservice other tires with the service of the servi	equipment of Comce is connected, with no expense there etering equipment, furnish space and so the event that cust where Company's accepted over part having the story authorized.	pany necessary to ill execute fore, satisfactory and other shelter satisfactory tomer shall divide gas mains are g access to gas
Advice Letter Number <u>63</u> Officer, Title		<u>ls</u>	sue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 84 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	COF	PUC No. 2
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Cancels	Original	Sheet No.
Cancels		<u> </u>
RULES AND REGULA NATURAL GAS SER GENERAL		
RESALE OF NATURAL GAS		
Natural gas service supplied by the Company is for the excustomer will not be permitted by submetering, to determine a quant to any other person or persons on the customer's premises or for us customer may, however, check-meter tenants, lessees, or other per distributed for the purpose of reimbursing the master-metered custo. The Company reserves the right to refuse to furnish natural gas sensuch service is for the purpose of resale by customer to others. In the herewith, Company shall have the right to discontinue service to customer.	tity of natural gas and rest se on any other premises resons to whom ultimately mer by an appropriate all vice to any customer who he event natural gas is re	sell the same as such A master-metered the natural gas is llocation procedure. ere the purchase of
COMPLAINTS Customers who wish to dispute any action of the Company Colorado Public Utilities Commission, External Affairs Division, in witelephone at (303) 894-2070 or (800) 456-0858. The Company will customers and will keep a record of all written complaints which recomplainant, the date, the nature of the complaint, and the adjustment be kept at least two years after the date of the complaint.	riting at 1580 Logan St, C investigate promptly all c ord will include: the nam	DL2, Denver, CO, or by complaints made by its are and address of the
Advice Letter Number <u>63</u> Officer, Tit	le	Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 85 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO PUC	C No.	2
	Cancels	<u>Original</u>		No. <u>R19</u> No
RULES AND REGULA NATURAL GAS SER GENERAL				
SYSTEM OPERATION AND MAINTENANCE The Company will construct, operate and maintain its natu good, safe, adequate and continuous natural gas service in accorda Public Utilities Commission of the State of Colorado.				
a. The Company will exercise reasonable diligence and care supply of natural gas and to avoid any shortage of same and, except However, Company will not be liable for interruption, shortage, or in any injury, loss, or damage occasioned thereby, if same is due to calcompany including but not limited to accidents, breakdown of equip government, flood, storms, fires, strikes, riots, or war.	oting interro sufficiency auses or co	uptible service, inter in the supply of na ontingencies beyor	erruption of s atural gas, o nd the contro	same. or for ol of the
b. The Company, whenever it shall find it necessary for the p systems, will have the right to temporarily suspend the delivery of na	-		nprovemen	ts to its
c. Interruptions of service, however, will not relieve customer nor will accidents to customer's equipment or machinery, or failure of Company, relieve customer of payment of minimum charges under	of custome	r's installation, not	due to fault	of
PRESSURE For service at normal delivery pressure the gas will be delivered on the plus or minus two inches water column. Gas may be delivered at his such that the Company deems a higher pressure necessary. However, pressure to be carried at the point of delivery. The Company will make with as little variation as practicable.	gher press /er, Compa	ure where operating any reserves the right	ng conditions ght to specif	s are fy the

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 86 of 175

COLORADO NATURAL GAS, INC.	CO PUC N	No2
P.O. Box 270868		
Littleton, CO 80127	Original	Sheet No. R20
Cancels	Original	Sheet No
RULES AND REGULATIONS NATURAL GAS SERVICE		
STANDARDS		
MEASUREMENT OF SERVICE		
Volume Determination Gas volume determination shall be done by metering which conforms practices, or for gas received, by methods as agreed upon. Appropriate industr limited to the 1981 edition of AGA Report No. 7, Measurement of Fuel Gas by adopt any subsequent amendments in the exercise of its reasonable judgment.	y standards shall inc Furbine Meters. The	clude but not be
New Measurement Techniques If, at any time during the term hereof, a new standard method or techn for gas measurement or the determination of the factors used in such measures such new method or technique.		
MEASUREMENT EQUIPMENT AND TESTING		
Testing Equipment The Company will provide such testing equipment and instrumentation with the Rules and Regulations of The Public Utilities Commission of the State operate such equipment with standard methods in general use in the natural gas exercise reasonable means to determine and maintain the general accuracy of equipment.	of Colorado. The Co as industry. The Con	ompany shall npany will

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 87 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		C No2		
Littleton, CO 80127		Cancels	Original	Sheet No. R21 Sheet No.
	RULES AND RE NATURAL GA STANDA	S SERVICE		
MEASUREMENT EQUIPMEN	T AND TESTING – CONT'D			
Measurement Equipment The Company will insomeasuring stations equipped with billing unit of gas received responsible party may be as a	or delivered shall be determin	necessary meterin	g and measuring	equipment by which
Accuracy and Routine Testing The Company will exe natural gas meters in use. All r and shall be tested in accordar meters shall be adjusted to rec	nce with the test schedule her	acy of adjustment einafter set forth a	and registration b	efore installation
a: Diaphragm	ype Meters			
All diaphrage concerning the service of Gas of accuracy when passing gas inch water column, as soon as	at twenty percent of the mete	d, meters shall be a	adjusted to registe	er within one percent
Advice Letter Number <u>63</u>			Is	ssue Date

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 88 of 175

CO PUC No. _____2___ COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Original Sheet No. R22 Cancels Sheet No. **RULES AND REGULATIONS** NATURAL GAS SERVICE **STANDARDS** MEASUREMENT EQUIPMENT AND TESTING - CONT'D Accuracy and Routine Testing - Cont'd Rotary Displacement Type Meters b: Meters having a rated capacity of 7,000 cubic feet or less per hour at one-half inch water column differential shall be tested at least once in five years. Meters having a rated capacity of more than 7,000 cubic feet per hour but less than 20,000 cubic feet per hour at one-half inch water column differential shall be tested at least once in every three years. Turbine type meters shall be spin tested at least once each year. Upon failure of a spin test, but at intervals not to exceed five years, turbine meters shall be tested by means of a flow test. Testing upon Request The Company, at any time, may test any of its meters. Upon written request of a customer, the Company will test the accuracy of the delivery meter installed at customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 1% plus or minus.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 89 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No.	R23
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CO PUC No. _____2

RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS

MEASUREMENT EQUIPMENT AND TESTING - CONT'D

Measurement Errors

If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted to measure accurately. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recording, receipts or deliveries through such equipment shall be estimated based upon the first of the following methods which is feasible:

- (a) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a):
- (b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a) and (b);
- (c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

GAS BILLING

For the purpose of billing gas, the following billing units shall be used:

(a) Rate Classes RG and CG. The billing unit shall be energy (Therm). The energy usage shall be calculated by multiplying the determined volume of the gas by the heating value of the gas, and suitable pressure correction factors shall be applied.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 90 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC N	2
Cancels		Sheet No. R24 Sheet No.
RULES AND REGULATION NATURAL GAS SERVICE STANDARDS		
GAS BILLING – CONT'D		
(b) <u>Rate Classes TF, TI.</u> The billing unit shall be energy (Thern calculated by multiplying the determined volume of the gas suitable pressure, temperature and other correction factors	by the heating value of the	
Volume Adjustments If, upon any test, the measuring equipment in the aggregate is for percent (1%), correction of the amount inaccurately determined shall be in Measurement Errors, herein.		
a. If any meter so tested is found to be more than 1% fast used, for a period equal to one-half the time since the previous amounts, provided said adjustment period shall not exceed customer the difference between the bills as rendered for su	ous test, and will re-bill the 2 years, and Company will	adjusted refund to
b. If any meter so tested is found to be more than 1% slow, difference between bills as rendered and corrected bills for a the previous test, but not to exceed six months.		
c. If any meter is found not to register, to register intermitt the Company may collect for the gas service used but not re to six months for Residential/Small Commercial/Agricultural other rate classes. There shall be no limitation for collection subterfuge.	egistered on the meter for a gas service or twenty-four	a period limited months for all

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 91 of 175

CO PUC No. _____2___ COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Original Sheet No. R25 Sheet No. Cancels **RULES AND REGULATIONS** NATURAL GAS SERVICE **STANDARDS** GAS BILLING - CONT'D **Billing Errors** The Company will exercise all reasonable means to assure accurate computation of all bills for gas service. Customer agrees to accept the Company's accounting for gas measurement and billing. In the event errors in billing occur, Company shall refund to customer the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from customer the amount of any undercharge. For Residential/Small Commercial/Agricultural Service, the time period for billing and collection for billing errors shall be limited to six months. For all other rate classes, the period of time for billing and collection of billing errors shall be limited to twenty-four months. The provisions of this tariff sheet shall not apply to meters that have been bypassed or in any way involved in energy diversion or in cases of subterfuge. Advice Letter Number <u>63</u> Issue Date Officer, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 92 of 175

COLORADO NATURAL GAS, INC.	CO PUC No. 2			
P.O. Box 270868 Littleton, CO 80127				
Littleton, CO 80127	Original Sheet No.	R26		
Cancels	Sheet No.			
RULES AND REGULATIONS				
NATURAL GAS SERVICE				
STANDARDS				
GAS PROPERTY DETERMINATION	o determination will be			
Gas Properties which may be required for volume measurement or energy determined by appropriate industry standards or practices, or for gas received onto				
methods as agreed upon. Appropriate industry standards include but are not limited	d to those referenced herein, ar			
the Company may adopt any subsequent amendments to the standards in the exer	rcise of its reasonable judgmen	t.		
Heating Value (Hv) and Specific Gravity The Hv and specific gravity may be determined by the use of on on-line in	strument, a continuous gas			
sampling device, a spot sample device, or for gas received onto the Company's sy	stem by any other method as			
agreed upon. On-line instruments include a calorimeter, gravitometer, chromatogra and specific gravity determination by calculation from gas composition will comply	·			
with physical constants per GPA Standard 2145-93. Determination of compressibility	ity factors for use in Hv and			
specific gravity calculations may be done in accordance with GPA Standard 2172-8 consistent with appropriate industry standards or practices.	36, or by any other means			
For the purpose of calculating the Hv from the gas composition for gas rec	ceipts, the gas will be assumed			
dry if the actual water vapor content is less than 7 lb. water per Mmcf. The Company may account for the actual				
water vapor content in the gas if the content is in excess of 7 lb. water per Mmcf.				

Advice Letter Number <u>63</u> Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127 Decision Number _____ Effective Date

Issue Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 93 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R27
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS

GAS PROPERTY DETERMINATION – CONT'D

Heating Value (Hv) and Specific Gravity - Cont'd

Hv and specific gravity determination will be done at intervals as found necessary in the exercise of the Company's reasonable judgment, but at least on a quarterly basis. For gas delivered, intervals shall not exceed 12 months. For gas received onto the Company's system, intervals shall not exceed 12 months and may be as otherwise agreed upon or required. The Company may apply a known Hv and specific gravity as determined at some upstream or representative location in the Company's system.

For Hv and specific gravity determination by on-line instrumentation applied in conjunction with electronic volume measurement, the Hv signal and specific gravity signal shall be processed by the computer.

For Hv and specific gravity determination by continuous sample, spot sample, and recording chart, the properties applied to volume or energy determination may be based on historical data. This practice may be as otherwise agreed upon for gas received. For Hv and specific gravity determination by chart recording applied in conjunction with conventional chart measurement for gas volumes, the arithmetic average of Hv and specific gravity recorded shall be applied.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 94 of 175

COLORADO NATURAL GAS, INC.		CO PUC No. 2		2
P.O. Box 270868 Littleton, CO 80127				
Littleton, CO 30127		Original	Sheet No	R28
	Cancels	<u> </u>	Sheet No.	
				
RULES AND REC NATURAL GAS STANDA	SERVICE			
GAS PROPERTY DETERMINATION – CONT'D				
<u>Determination of Atmospheric Pressure</u> When the atmospheric pressure is required for volume or ene			nined by	
appropriate industry standards or practices or for gas received	d, by methods as agr	eed upon.		
Advice Letter Number <u>63</u>		lss	sue Date	
Offic	cer, Title			
7810 Shaffer Parkway	, #120, Littleton, CO		notivo Doto	
Decision Number		<u> Effe</u>	ective Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 95 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO PUC No. 2		
Littleton, CO 80127	Cancels	Original	Sheet No Sheet No	
NATURAL (REGULATIONS GAS SERVICE IDARDS			
GAS QUALITY SPECIFICATIONS				
Minimum Heating Value The minimum monthly average heating value of natural g	as delivered by the	e Company sha	II be 945 Btu/scf.	
Thermal Conversion For purposes of converting to thermal billing equivalents, sample points as determined on a periodic basis, but at le		I utilize the hea	t content at the fo	ollowing
Shaffers Crossing Town Border Station for the Bailey Div Creek Division.	ision. Trout Creek	Town Border S	tation for the Crip	ople
Customers of the Company shall be assigned one of the measured volumes to billing thermal equivalents.	above sample poin	its for conversion	on of their month	ly

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 96 of 175

COLORADO NATURAL GAS, INC.		CO PUC No. 2	
P.O. Box 270868 Littleton, CO 80127	Cancels	Original Sheet No. R30 Sheet No.	
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RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Lateral Connection and Distribution Main Extension Policy of the Company available in all territory served by the Company.

GENERAL PROVISIONS

The provisions of this policy are subject to the applicable Rules and Regulations of The Public Utilities Commission of the State of Colorado and to the Company's Rules and Regulations on file with said Public Utilities Commission.

When one or more Applicants request gas service at premises not connected to the Company's distribution system or request an increase in service to premises already connected where such increase necessitates additional investment, Company, after consideration of Applicant's gas requirements, will designate the service requested as Permanent, Indeterminate, or Temporary in accordance with the definitions hereinafter set forth under Distribution Extension Plans A, B and C, respectively, and will construct the extension with reasonable promptness in accordance with the terms of the Distribution Extension Plan applicable.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 97 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R31
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

GENERAL PROVISIONS – CONT'D

The determination of facility type and routing will be made by Company to be consistent with the characteristics of the territory in which service is to be rendered and the nature of Company's existing facilities in the area.

In all cases, the facilities provided will be constructed by the Company or its designated agent in accordance with the Company's specifications, standards and procedures, and shall be, at all times, the property of the Company to the point of delivery. Distribution extension contracts will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by Applicant. Such cost will include the cost of all materials, labor, rights-of-way, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet local construction conditions, the cost thereof will also be included.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 98 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO P	PUC No. 2
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Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 99 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		UC No. 2	
Littleton, CO 80127	Cancels	Original	
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Advice Letter Number <u>63</u> 7810 Shaffer Par Decision Number	Officer, Title kway, #120, Littlet	on, CO 80127	Issue Date Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 100 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC No. 2	
Littleton, CO 80127		
Cancels	Original Sheet No. R34 Sheet No.	.
RULES AND REGULATIONS NATURAL GAS SERVICE		
SERVICE LATERAL CONNECTION AND DISTRIBUTION	MAIN EXTENSION POLICY	
GAS METER AND PIPING INSTALLATIONS		
Company will furnish the appropriate meter and regulators to suppl same along with associated meter piping. Applicant will provide all facilities regulator installation in conformance with Company requirements for such in made for meter piping to additional meter locations in the same building exc Title to service lateral, meter piping, meters and regulators shall at	necessary for proper meter and nstallation. Separate charges will be ept in the case of a meter header.	

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number <u>63</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 101 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R35
Cancels	-	Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

PLAN A - PERMANENT SERVICE

Plan A is applicable to gas Distribution Extensions where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is assured.

For gas service of a permanent character, the Company will install at its expense, necessary Distribution Extension facilities equivalent in cost of the gross embedded investment per customer as a Construction Allowance. The annual volume portion of the Construction Allowance shall be the product of the Company's estimate of the Applicant's annual usage times the derived gross embedded investment per Dekatherm. The Construction Allowances are as shown on the Sheet entitled Construction Allowance by Service Class for each of the various categories of service listed.

The above allowances are subject to review and appropriate revision by filing of new Construction Allowances with The Public Utilities Commission within 30 days following a final decision in a Company rate proceeding, based on the appropriate gross distribution investment amounts included in that proceeding. A review and recalculation of Construction Allowances will be made at least once a year, unless Company receives authorization for a waiver of recalculation.

Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for gas distribution facilities necessary to serve Applicant or Applicants in excess of the Construction Allowance. Said Construction Payment shall be refundable in part or in its entirety during a five-year period commencing with the Extension Completion Date. At the end of said five-year period any remaining Construction Payment becomes non-refundable.

Advice Letter Number 63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 102 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. <u>R36</u>	
Cancels	_	Sheet No.	

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - CONT'D

PLAN A - PERMANENT SERVICE - CONT'D

However, Applicant or Applicants may opt for Company to advance the Construction Payment by entering into a Construction Payment Agreement with the Company. Any Applicant electing this option shall make monthly installment payments that will cover the Company's costs of such investment, including capital costs based on the Company's cost of debt. The Construction Payment Agreement allows the Applicant to have advanced a minimum of \$500.00 and thereafter in increments of \$100.00 for a one, three, or five year term. The maximum amount to be advanced under the Construction Payment Agreement will be \$5,000 for Residential and \$10,000 for Commercial customers. At the Company's discretion, additional amounts may be advanced with Company written approval, where Applicant's financial condition is determined by the Company to be satisfactory.

Applicant retains the option to buy down any portion or all of the remaining Construction Payment Agreement balance at any time. In the event that Applicant fails to make any payment when due under the Construction Payment Agreement, or otherwise fails to comply with any conditions of the Construction Payment Agreement or the conditions set forth herein, the Company may, at its discretion, give Applicant notice that the remaining balance payable under the Construction Payment Agreement is due and payable within thirty (30) days unless, at the Company's discretion, alternate payment arrangements are agreed to by the parties.

Advice Letter Number <u>63</u>		Issue Date
_	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 103 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R37	
Cancels		Sheet No.	

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - CONT'D

PLAN A - PERMANENT SERVICE - CONT'D

In the event that Applicant sells the subject property or no longer requires gas service at the location, Applicant shall be required to pay in full all amounts payable under the Construction Payment Agreement. Except as provided herein, the rights and obligations under the Construction Payment Agreement shall not be assigned or transferred to a subsequent property owner or customer without the advanced written approval of the Company. The Company shall not be required to approve any such assignment or transfer unless, in the Company's opinion, the prospective assignee or transferee is financially qualified to assume the responsibilities thereunder and provides the Company with all documentation required by the Company reflecting the assignee or transferee's agreement to be bound by the terms and conditions thereof. In the event no such transfer or assignment is approved by the Company, the continuation of gas service at the subject location to any subsequent property owner or customer shall be conditioned upon payment in full having been received by the Company pursuant to the terms and conditions of any previous Construction Payment Agreement.

PLAN B - INDETERMINATE SERVICE

Plan B is applicable to gas Distribution Extensions for service which is of an indefinite or indeterminate nature such as that required by, but not limited to (a) real estate subdivisions, and development of property for sale; (b) mines, quarries, sand pits, oil wells, and other enterprises of more or less speculative characteristics; or (c) all other service to which neither Plan A nor Plan C is applicable.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 104 of 175

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. <u>R38</u>	
Cancels	- '	Sheet No.	

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - CONT'D

PLAN B - INDETERMINATE SERVICE - CONT'D

For gas service of an indeterminate character, involving real estate subdivisions and development of land for sale, Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for necessary gas Distribution Extension facilities. Said Construction Payment may be refundable in part or in its entirety during a five-year period commencing with the Extension Completion Date after which any remaining unrefunded Construction Payment becomes non-refundable.

For all other types of gas service of an indeterminate character, Applicant or Applicants shall be required to pay to Company the entire estimated cost for necessary gas distribution extension facilities as a non-refundable Construction Payment.

PLAN C - TEMPORARY SERVICE

Plan C is applicable to gas Distribution Extensions where service is of a known temporary nature. For gas service of a temporary character, Applicant or Applicants shall be required to pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary gas Distribution Extension facilities less the estimated salvage value. If temporary service is continued for more than eighteen months following the Extension Completion Date the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 105 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	CO	PUC No	2
Cancels	Original	_ Sheet No Sheet No	

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS
Distribution Extensions requiring customer Construction Payments are subject to refunds during the five-
year period commencing with the Extension Completion Date. Such refunds will be made in conformance with the
provisions applicable to refunds under the appropriate plan under which the extension is classified. No refunds will
be made after the five-year period following the Extension Completion Date and any remaining unrefunded
customer Construction Payment becomes permanent and no longer subject to refund for any reason. In no case
shall refunds be made which exceed in total the total amount of Construction Payment made by any customer. In no
event shall any customer who has terminated service be eligible for any refund after such termination

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 106 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R40
Cancels		Sheet No

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - CONT'D

PLAN A - PERMANENT SERVICE

Construction Payments made under a Plan A extension shall be subject to refund without interest during the ten-year period following the Extension Completion Date as follows:

For each additional Permanent Service customer connected directly to a gas Distribution Extension upon which there is unrefunded Construction Payment remaining, Company will recalculate the extension considering the costs of any additional facilities and considering the Construction Allowance provided by such additional customer or customers, as well as appropriate sharing of Construction Payment requirements among all customers to be served by the gas Distribution Extension. Construction Payments or executed Construction Payment Agreements that are required of each additional customer or customers must be made prior to connection of gas service laterals. Refunds of customer Construction Payments or the reduction or elimination of the Construction Payment Agreement amounts, where appropriate, will be calculated and paid or adjusted once each year during the refund period and at a time determined by Company. Each customer having made a Construction Payment will receive as a refund the amount necessary, if any, to adjust his Construction Payment to the proper level considering the additional customers served from the extension and considering the Construction Allowance effect, if any, from a subsequent extension.

In the case of a subsequent extension made from an extension on which there are remaining unrefunded customer Construction Payments and where the initial calculated Construction Allowance from customers on said subsequent extension would exceed the construction costs for such extension, the excess Construction Allowance will be credited to the extension on which there is remaining unrefunded customer Construction Payments and become a part of the annual refunds made thereon.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 107 of 175

	COLORADO	NATURAL	GAS.	INC.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R41
Cancels		Sheet No

CO PUC No.

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - CONT'D

PLAN A - PERMANENT SERVICE - CONT'D

Additional customers of an Indeterminate Service or Temporary Service classification can be served from a Plan A extension on which unrefunded customer Construction Payments remain only after first allocating a portion of the construction costs of the Plan A extension on a permanent basis to such Indeterminate Service or Temporary Service customers. The portion of customer Construction Payments required from such Indeterminate Service or Temporary Service customers resulting from said allocation will correspondingly reduce the responsibility of customers on the Plan A extension and become a part of the annual refund made to such customers.

PLAN B - INDETERMINATE SERVICE

Construction Payments made under a Plan B extension for real estate or land development shall be subject to refund without interest during the five- year period following the Extension Completion Date as follows:

At the end of each year for five-years following the Extension Completion Date a refund will be made based on the additional Construction Allowances for additional customers served from the extension after first increasing the original extension costs and customer payment requirements to reflect additional service lateral investments.

Customers of a Permanent Service or Temporary Service classification can be served from a Plan B extension on which Construction Payments remain only after first allocating a portion of the costs of the Plan B extension on a permanent basis to such Permanent Service or Temporary Service customers. The portion of customer Construction Payments required from said Permanent Service or Temporary Service customers resulting from said allocation will then become a part of an annual refund as determined by Company to be made to customers on the Plan B extension, and would be in addition to the amount of refund based on Construction Allowance being made otherwise.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 108 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R42
Cancels		Sheet No.

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - CONT'D

PLAN C - TEMPORARY SERVICE

No refund of Construction Payments for Temporary Service will be made unless the subject extension is subdivided by the addition of Permanent Service or Indeterminate Service customers or in the event that the Temporary Service customer is reclassified as an Indeterminate Service customer as follows:

Customers of a Permanent Service or Indeterminate Service classification can be served from a Plan C extension only after first allocating a portion of the costs of the Plan C extension on a permanent basis to such Permanent Service or Indeterminate Service customers. The portion of customer Construction Payments required from said Permanent Service or Indeterminate Service customers resulting from said allocation will be refunded to customers on the Plan C extension.

A Temporary Service customer continuing to require service after an eighteen-month period will be subject to reevaluation as to the nature of service. If appropriate, such customer and the associated construction will be reclassified as Indeterminate Service with costs and refund considerations being reevaluated as Indeterminate Service based on the original extension costs and completion dates. In no event shall the total amount refunded to any customer exceed the total Construction Payment made by that customer.

REINFORCEMENTS

Where gas distribution system reinforcement is required for serving a residential Applicant's total requirements, Company will make such reinforcements at its expense. For other classes of service any required reinforcement shall generally recognize the construction cost, Construction Allowance and customer Construction Payment provisions of this extension policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	•	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 109 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R43	
Cancels		Sheet No.	

CO PUC No. _____2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

EXCEPTIONS

- 1. In situations where the extension is of such length and the prospective customer(s) revenue temporarily or permanently to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, Company reserves the right to require Applicant or Applicants to pay Company, in advance, all construction costs and, in addition, contract to pay Company annually an amount to cover the cost of depreciation, taxes, operation and maintenance of such facilities.
- 2. In situations involving extensions of considerable length, where the economics are improved by existing customers that would convert to natural gas service, the Company may provide service under the following conditions: individual construction payments will be based upon the estimated construction costs and the existing and potential customers units over a given time period not to exceed five (5) years. The estimated construction costs will include the cost of funds utilized during said time period. The extension will remain open until either the existing and potential units are connected or the time period used to estimate the Construction Payment has elapsed, whichever is longer. Construction Payments made in accordance with exception Number 2 will not be subject to refund.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 110 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R44	
Cancels		Sheet No.	

CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

APPLICABILITY LIMITATION

The foregoing extension policy applicability is limited by the following conditions: The Company's estimated construction costs and customer deposit requirements as calculated for each extension will become void following a period of 120 days from the time an extension request is received by Company or a period of 60 days following a written estimate being provided by Company, whichever period ends later. If an extension agreement in writing is not fully executed before that time it will be necessary, at the Company's option, to either extend said time period or for new estimates to be made incorporating the then current construction costs and also incorporating the then effective terms and conditions of the Company's extension policy as on file and in effect with The Public Utilities Commission of the State of Colorado. Construction estimates will not be made for any portion of a construction project that cannot be completed in a normal manner, i.e., following accepted construction practices, within 120 days after execution of the extension agreement, which amount will be determined in an engineering estimate prepared by the Company at the time the written estimate is prepared and such amount will be specified in the written estimate. Any construction which is not completed in a normal manner, i.e., following accepted construction practices, within the 120-day period from the execution of the extension agreement will be deleted from the agreement and deposit requirements will be adjusted accordingly, unless the delay is caused by the Company, in which event the deposit will become interest bearing, the Company to pay interest at the rate it currently pays on residential security deposits, and the construction will not be deleted from the agreement.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 111 of 175

	COLORADO	NATURAL	GAS.	. INC
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R45	5
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CO PUC No. 2

RULES AND REGULATIONS NATURAL GAS SERVICE SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE BY SERVICE CLASS

Service Class and Rate Schedule	Construction	on Allowance
	Service Line	Main Line
	<u>Portion</u>	<u>Portion</u>
Residential		
Mountain Division	\$2,824	\$4,505
Eastern Colorado Utility	\$526	\$1,072
Commercial		
Mountain Division	\$3,501	\$53.34/Dekatherm
Eastern Colorado Utility	\$652	\$10.73/Dekatherm
Large Commercial		
Eastern Colorado Utility	\$962	\$10.73//Dekatherm

Transportation

The Construction Allowance per dekatherm annual usage for Firm Transportation will be calculated by multiplying the commercial Construction Allowance for the appropriate Division by the ratio of the FT Commodity Rate divided by the Commercial Distribution Charge. The FT Commodity Rate may be discounted, and the FT Construction Allowance for installation of facilities to serve a customer receiving a discounted rate will be reduced by the same percentage that the rate is discounted.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 112 of 175

COLORADO NATURAL GAS, INC.		COI	PUC No2	
P.O. Box 270868				
Littleton, CO 80127				
		Original	Sheet No. R46	
	Cancels		Sheet No.	

OPTIONAL EXCESS FLOW VALVES

Customers of record with new and replaced residential service lines serving a single residence will be notified of the availability for installation of an Excess Flow Valve (EFV) meeting Department of Transportation prescribed performance standards as well as the related safety benefits and costs thereof. (Title 49 CFR, Part 192.383) While the Company will install the EFV at the customer's request, it is the responsibility of the customer of record to pay all costs associated with the installation thereof. For customers requesting installation on a new or replacement residential service line, the cost of installation is as set forth on Sheet Nos. 15 and 17 of this tariff.

An existing customer of record that requests that an EFV be installed on an existing residential service line serving a single residence shall be responsible for all of the Company's actual costs of the equipment and installation thereof, including but not limited to the fully loaded labor, equipment, and material costs for the removal and repair of asphalt, concrete, sod, landscaping and piping.

If a customer of record later wishes to have the EFV replaced, repaired, removed or deactivated that customer of record shall be responsible for all of the Company's actual costs of such work, including but not limited to the fully loaded labor, equipment, and material costs for the removal and repair of asphalt, concrete, sod, landscaping and piping.

The Company shall not be liable for any injury or damage to persons or property arising directly or indirectly out of the installation, operation, repair or replacement of the EFV.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 113 of 175

COLORADO NATURAL GAS, INC.

CO PUC No.	2

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S1
Cancels		Sheet No.

RULES AND REGULATIONS

	NATURAL GAS SALES AND SERVICE INDEX
	INDEX
	Sheet No.
INDEX	S1
RESID	PENTIAL
	DefinitionS2
	Classification of ServiceS2
	Special RulesS2-S3
	Residential Deposits and RefundsS3-S5
	Discontinuance of Service by CompanyS5
	Restoration of ServiceS6
	Budget Billing PlanS7-S8
COMN	MERCIAL
	DefinitionS9
	Classification of ServiceS9
	Special RulesS9
	Residential Deposits and RefundsS10-S12
	Discontinuance of Service by CompanyS12-S15
	Restoration of ServiceS15

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 114 of 175

COLORADO	NATURAL	GAS,	INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S2	
Cancels	-	Sheet No.	

CO PUC No. 2

GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

These General Terms and Conditions apply to Residential Service in all territory served by the Company.

DEFINITION

Residential Service is the furnishing of natural gas for the exclusive use of the individual customer for domestic purposes, e.g., cooking, water heating, space heating and clothes drying, in a private home or individual living unit where only one household is served through a single meter. Service to buildings appurtenant to the residence including garages, barns, and other minor buildings for use of the residents may also be served through the residential meter. Each family dwelling place or housekeeping unit shall be considered as a separate living unit.

CLASSIFICATION OF SERVICE

For purpose of designation, service is classified by type of use as follows:

a) Residential Service is the use of natural gas for all general domestic purposes.

SPECIAL RULES

Residential Service rates are not applicable to service for commercial enterprises, except as specifically provided herein. Commercial enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, motels, mobile home parks, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through a single meter, schools, municipal buildings, churches, eleemo-synary institutions, greenhouses, dairies, manufacturing, agricultural, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 115 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO	PUC No. 2	
Cancels	Original —	Sheet No. S3 Sheet No.	
GENERAL TERMS AND COND NATURAL GAS SALES AND SI RESIDENTIAL			
SPECIAL RULES – CONT'D Where three or more rooms in a private residence or aparts sleeping rooms or are for rent, and the entire residence or aparts meter, such residence or apartment building shall be classified at not be entitled to a residential schedule. RESIDENTIAL DEPOSITS AND REFUNDS Existing residential customers shall not be required to place customer has a satisfactory credit record with the Company in accuration within thirty days of discontinuance of service at the old location within thirty days of discontinuance of service at the old location within thought to discontinuance at the old location of intent to the above requirements shall not be required to place a deposit of divorced or widowed and whose former spouse had a satisfactor accordance with (1) below shall be deemed to have a satisfactor themselves and shall not be required to make a deposit.	nent building is so a commercial of ace a deposit with accordance with (1 ge location if servocation and custake service at the dowed and whose with the Company credit record were service at the company credit record were service at the service a	th the Company, if the 1) below. For this vice is initiated at a new tomer advises the e new location. the former spouse met any. Applicants who are with the Company in	
Advice Letter Number 63		Issue Date	

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Decision Number _____

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 116 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S4
Cancels	-	Sheet No.

CO PUC No. 2

GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS - CONT'D

All new applicants for residential service, including former customers who have had a discontinuity in service shall be subject to the following deposit considerations;

- (1) Applicants who have previously received service from the Company for at least nine (9) consecutive months within the last three (3) years and who maintained a satisfactory credit record during the most recent nine (9) consecutive months of previous service, will be classified as an "old customer" and will not be required to make a residential deposit. A satisfactory credit record is defined as no discontinuance of service during the most recent nine (9) consecutive months of previous service and if service was not discontinued, less than three (3) notices of discontinuance were issued during that time.
- (2) If applicant for service does not meet the above requirement, Company will classify applicant as a "conditional customer," and will require the deposit of a sum no greater than an estimated ninety days bill, based on actual previous winter usage wherever possible. Such deposit is not an advance payment or partial payment of any bill for service, but is security for payment of bills for service, to be applied against unpaid bills only in the event service is discontinued.
- (3) Deposits shall be refunded after a twelve month period if no delinquency resulting in the issuance of a written notification of discontinuance of service to the customer has occurred. Thereafter, review will be made annually or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.
- (4) Interest at the rate of 0.34 percent per annum shall be paid during the period January 10, 2013 through December 31, 2013 on customer deposits, either in cash or by a credit to the customer's account. Interest will be paid upon refund of the deposit or annually upon request of a customer. The interest rate is subject to change January 1 each year in accordance with the rules of The Public Utilities Commission of the State of Colorado. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 117 of 175

2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S5
Cancels		Sheet No.

CO PUC No.

GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS - CONT'D

- (5) The Company shall allow third-party guarantee arrangements and, pursuant to these tariffs, shall offer the option of a third party guarantee arrangement for use in lieu of a cash deposit. The following shall apply to third-party guarantee arrangements:
- (I) An applicant for service or a customer may elect to use a third-party guarantor in lieu of paying a cash deposit.
- (II) The third-party guarantee form, signed by both the third-party guarantor and the applicant for service or the customer, shall be provided to the Company.
- (III) The Company may refuse to accept a third-party guarantee if the guarantor is not a customer in good standing at the time of the guarantee.
- (IV) The amount guaranteed shall not exceed the amount which the applicant for service or the customer would have been required to provide as a cash deposit.
- (V) The guarantee shall remain in effect until the earlier of the following occurs: it is terminated in writing by the guarantor; if the guarantor was a customer at the time of undertaking the guarantee, the guarantor is no longer a customer of the Company; or the customer has established a satisfactory payment record, as defined in the Company's tariffs, for 12 consecutive months.
- (VI) Should the guarantor terminate service or terminate the third party guarantee before the customer has established a satisfactory payment record for 12 consecutive months, the Company, applying the criteria contained in its tariffs, may require a cash deposit or a new third party guarantor.
- (6) The Company shall issue a receipt to every customer from whom a cash deposit is received. The Company shall not refuse to return a cash deposit or any balance to which a customer may be entitled solely on the basis that the customer is unable to produce a receipt.

Advice Letter Number <u>63</u>	Officer, Title	Issue Date
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 118 of 175

COLORADO NATUKAL GAS, INC.	CO PUC NO.	<u> </u>
P.O. Box 270868		
Littleton, CO 80127		

	Original	Sheet No.	S5A
Cancels		_ Sheet No.	

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GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

RESIDENTIAL DEPOSITS AND REFUNDS - CONT'D

COLODADO MARTIDAL CACINIC

The Company shall pay all unclaimed monies, as defined in § 40-8.5-103(5), C.R.S., that remain unclaimed for more than two years to the energy assistance organization. "Unclaimed monies" shall not include (1) undistributed refunds for overcharges subject to other statutory provisions and rules and (2) credits to existing customers from cost adjustment mechanisms.

- (I) Monies shall be deemed unclaimed and presumed abandoned when left with the Company for more than two years after termination of the services for which the cash deposit or the construction advance was made or when left with the utility for more than two years after the cash deposit or the construction advance becomes payable to the customer pursuant to a final Commission order establishing the terms and conditions for the return of such deposit or advance and the utility has made reasonable efforts to locate the customer.
- (II) Interest on a cash deposit shall accrue at the rate established pursuant to Section 4 of this Rule commencing on the date on which the utility receives the cash deposit and ending on the date on which the cash deposit is paid to the energy assistance organization. If the Company does not pay the unclaimed cash deposit to the energy assistance organization within four months of the date on which the unclaimed cash deposition is deemed to be unclaimed or abandoned, then at the conclusion of the four-month period, interest shall accrue on the unclaimed cash deposit at the rate established pursuant to Section 4 of this Rule plus 6%.
- (III) If payable under the Company's line extension tariff provisions, interest on a construction advance shall accrue at the rate established pursuant to Section 4 of this Rule commencing on the date on which the construction advance is deemed to be owed to the customer pursuant to the Company's extension policy and ending on the date on which the construction advance is paid to the energy assistance organization. If the Company does not pay the unclaimed construction advance to the energy assistance organization within four months of the date on which the unclaimed construction advance is deemed to be unclaimed or abandoned, then at the conclusion of the four-month period, interest shall accrue on the unclaimed construction advance at the rate established pursuant to Section 4 of this Rule plus 6%.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 119 of 175

COLORADO NATURAL GAS, INC.		CO PUC No. 2		2
P.O. Box 270868 Littleton, CO 80127				
Littleton, CO 80127		Original	Sheet 1	No. <u>S6</u>
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GENERAL TERMS AND O NATURAL GAS SALES AI RESIDENTIA	ND SE			
DISCONTINUANCE OF SERVICE BY COMPANY - RESID	DENTIA	<u>L</u>		
The discontinuance of service shall be handled in accordan 4 CCR 723-4 4407.	ice with	Commission R	Rule	
Advice Letter Number 63			Issue Date	
Officer, ∃ 7810 Shaffer Parkway, #12		ton CO 80127		
Decision Number	_0, LIME	1011, 00 00 127	Effective Date	<u>2</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 120 of 175

Sheet No.

COLORADO NATURAL GAS, INC.	
P.O. Box 270868	

CO PUC No. _____2_ Littleton, CO 80127 Original ____ Sheet No. S7

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GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

RESTORATION OF SERVICE - RESIDENTIAL

Service which has been terminated due to failure to pay or make arrangements for payment of bills for service rendered will be restored if customer pays all applicable collection or reconnection charges, enters into installment plan arrangements or modified budget billing arrangements and makes the first installment payment. This provision will not apply in cases where termination has occurred due to breached arrangements. If service is terminated after breach of arrangements, service will be reinstituted only after customer has made payment in full of all amounts owed, including any collection or reconnection charges and after posting any deposit required for service.

Service also will be restored upon receipt of a valid medical certificate and will not be discontinued again until said medical certificate, or any valid extension thereof, has expired. Where service has been discontinued as set forth in these Rules and Regulations, Company shall restore such service within 12 hours after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. Extenuating circumstances includes, but is not limited to, the requirement that the customer or someone designated by the customer be at the premises at the time of restoral.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 121 of 175

COLORADO NATURAL GAS, INC.	CO PUC No.	2
P.O. Box 270868		

	Original	Sheet No. S8
Cancels		Sheet No.

GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

BUDGET BILLING PLAN

Littleton, CO 80127

Customers served under Residential/Small Commercial/Agricultural service rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on a Budget Billing Plan beginning with any billing month. Any customer electing the Budget Billing Plan will pay a monthly amount equal to the total of his most recent twelve months' bills divided by a current calculation factor. This calculation factor is subject to change by the Company as conditions warrant but, will neither exceed twelve nor be less than ten. Said monthly payment shall be made for eleven successive months with the twelfth month's payment being a settlement amount equal to the difference between the total of the prior eleven months' payments and the actual billings for the twelve month period. If the settlement amount is a credit balance the Company will issue a check to the customer in the amount of the credit balance, or the customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds \$20, the customer may elect to pay the debit over a two month period with at least one half of the total debit balance payable in the settlement month. The customer may continue on the Budget Billing Plan for succeeding years, in which case the settlement month for each year will occur in twelve month cycles starting with the beginning month.

If a customer electing the Budget Billing Plan fails to pay the budget billing obligation in any month, normal collection procedures shall be applicable for the outstanding budget billing amount. Upon termination of service of a customer on the Budget Billing Plan, the customer is subject to removal from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly budget billing amount will be adjusted for changes in the Company's base rates and for unusual changes in GCA levels due to major purchase gas cost changes from the Company's gas suppliers authorized by appropriate regulatory agencies. No adjustment in monthly budget billing amounts will be made for normal GCA changes. Changes in GCA levels shall be considered unusual when such changes would result in a 10% or more increase or decrease in customer's anticipated annual billing for gas service.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 122 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	COI	PUC No. 2
Cancels	Original	Sheet No. S9 Sheet No.
GENERAL TERMS AND CONE NATURAL GAS SALES AND S COMMERCIAL		
These General Terms and Conditions apply to commercial service Company.	ce in all territory se	erved by the
Commercial service is the furnishing of natural gas for the customer for cooking, water heating, space heating, heat applicate commercial establishments. Any establishment engaged in the operation of a business considered as a commercial enterprise. Such enterprises will interprete as a commercial enterprise. Such enterprises will interprete as a commercial enterprise, apartment and rooming how campgrounds, multi-family dwellings where more than one dwell one meter, schools, municipal buildings, churches, eleemosynam manufacturing, agriculture, livestock production, mining, oil and communication, transportation, etc.	ss, whether or not clude but not be lin uses, motels, mobi ing or one living ur y institutions, gree	for profit, shall be mited to clubs, ile home parks, nit is served through nhouses, dairies,
CLASSIFICATION OF SERVICE For purpose of designation, service is classified by type (a) Commercial Service is the use of natural gas for all gene (1) Small Commercial customers are defined as those custouse meters with a capacity of less than 500 cubic feet of gas per (2) Large Commercial customers are defined as those custouse meters with a capacity of 500 cubic feet of gas per hour or meters.	eral commercial pu omers taking Comr hour. omers taking Comr	mercial Service that

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 123 of 175

COLORADO NATURAL GAS, INC.	CO PUC No	2
P.O. Box 270868		
Littleton, CO 80127		

	Original	Sheet No. S10
Cancels		Sheet No

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GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS

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Any first-time applicant for commercial service shall be required to make a deposit of an estimated ninety days' bill. Any applicant who is a former customer of the Company but who did not have Commercial Service for at least twenty-four months within the last three years shall be considered a first-time applicant. A former commercial customer of the Company whose previous service was provided for at least twenty-four months within the last three years and whose payment history was satisfactory, shall not be required to make a deposit. Any applicant for commercial service at additional locations will be required to make a customer deposit of an estimated ninety days' bill at the new location unless said applicant has maintained a satisfactory payment record on all other commercial service accounts. Any time a customer changes location, payment history will be reviewed and if not satisfactory, the Company will request a deposit or an additional deposit; total deposit not to exceed an estimated ninety days/ bill at the new location. Satisfactory payment history shall consist of no discontinuance of service for nonpayment, and not more than two Notices of Discontinuance being incurred on any account during the most recent twelve months' period of which non were mailed within the most recent six months. The above deposit requirements are subject to the following considerations:

- 1.) A surety bond or an irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a two year period. In the event a customer has not maintained a satisfactory payment record as described in the deposit refund provisions below, a surety bond or letter of credit will be required beyond two years and until such time as a satisfactory payment record is maintained.
- 2.) An applicant for commercial service may have the option of having a commercial credit report obtained by the Company from a commercial credit reporting agency acceptable to the Company. The report must be requested in the exact name to appear on the account.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 124 of 175

Sheet No.

COLORADO NATURAL GAS, INC.	C	O PUC No	2	
P.O. Box 270868				
Littleton, CO 80127				
	Original	Sheet No. S1	11	

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GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS - CONT'D

If such report indicates that all bills equal to or greater than the total monthly estimated gas bills are paid within sixty days of receipt, the deposit will not be required. This option is not available when the applicant has other commercial account(s) with the Company on which satisfactory payment history has not been established.

If the service location should have a commercial gas classification, and has two residential electric meters or one electric meter being billed as two residential living units, the service will be considered as residential class, only for the purpose of determining if a deposit is required.

An existing commercial customer whose service is terminated for nonpayment will be required to make a deposit or an additional deposit prior to restoration of service, but the total deposit shall not exceed an estimated ninety days' bill. At any time an existing customer receives a fourth Notice of Discontinuance within the most recent six months' period, the customer will be subject to the deposit requirements as described herein. Customer deposits will be required in cases involving subterfuge.

All commercial customers adjudicated bankrupt or under reorganization by Court order will be required to make a deposit in accordance with these rules or as may be ordered by the Court.

Any customer deposit as required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another customer. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued. Customer deposits for commercial accounts will be retained by the Company for a minimum period of two years or until service is discontinued, if sooner than two years.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 125 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Cancels	CO PUC Original	No. 2 Sheet No. S12 Sheet No.
GENERAL TERMS AND CO		
NATURAL GAS SALES AN COMMERCIAL		
COMMERCIAL DEPOSITS AND REFUNDS – CONT'D Refunds of commercial deposits will be made at any in which the customer's most recent twelve months' history in discontinued for nonpayment and not more than two Notices the most recent twelve months' period of which none were made only at such time as service have been paid. Interest at the rate of 0.34 percent purpose account. Interest will be paid upon refund of the customer's account. Interest will be paid upon refund of the customer. The interest rate is subject to change January 1 of the Public Utilities Commission of the State of Colorado. We deposits held by the Company shall earn interest at the new held beyond the effective date of the interest rate change.	ndicates that service has no of Discontinuance have be railed within the most recent is discontinued and all outs er annum shall be paid duri- eposits, either in cash or by deposit or annually upon re- each year in accordance with henever the interest rate is	en mailed during at six months. Standing bills a credit to the quest of a the rules of changed,
DISCONTINUANCE OF SERVICE BY COMPANY - COMME Company may discontinue service upon not less that Company's intention to discontinue service: (1) If customer fails to pay, or make arrangement as provided in these rules.	n fifteen days' written notice	service rendered
(2) If customer fails to comply with Company's r such failure is given by Company and reasonable time is allowable (3) If customer's use of service is detrimental to the Company to other customers in the immediate vicinity or sup Discontinuance of service in accordance with (1) about a reasonable effort to give notice of the proposed discontinuation.	owed for compliance. natural gas service being further policy from the same distributive shall not occur until Con	urnished by ution system. npany has made

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 126 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2
Littleton, CO 80127		
	Original	Sheet No. <u>S13</u>
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GENERAL TERMS AND C		
NATURAL GAS SALES AN COMMERCIAI		
COMMERCIAL	_	
Reasonable effort shall consist of: at least two attender prior to the proposed discontinuance to make telephone concustomer may provide for such purpose to remind customer terms to avoid same; or, at least two attempts by a field coll hours prior to the proposed discontinuance, to make person remind customer of the pending discontinuance and the term to make contact in person, leaving written notice of the atter one of each of the above-described attempts. Discontinuance of service in accordance with (1) about full payment of outstanding bill, such payment to be made be representative or field employee unless customer has twice which was returned to the Company by the banking institution returned within the most recent twelve month period, in which is required to avoid termination; or, customer prior to termination on the notice of termination and enters into an install remaining account balance in equal monthly installments ow months. Installment payments will be due monthly in addition the due date of each new bill. Failure to make agreed install terminated upon fifteen days' written notice and failure to make result in service being terminated 30 days after the due date broken arrangements. A customer whose monthly installment bill is not past due may renegotiate an installment payment arrangement amount will be paid in no more than three more payment plan arrangement was entered into.	mpts on separate ntact at such telept of the pending dector on separate hal contact at the last to avoid same mpted contact and ove shall also not by cash or bona firm previously tende on unpaid, and the ch cases payment ation pays at least ment payment player a period of time on to the amount of liment payments rake payment of ce of the current bit and payment is not plan arrangement.	e days and at least 24 hours phone numbers as the discontinuance and the days, and at least 24 location of service to e, or, having tried and failed dis purpose; or, at least of occur if: customer makes de check to a Company ared payment with check has second such check was at by cash or certified check at one-fourth of the amount an arrangement to pay the ne not to exceed three of the new monthly billing by may result in service being current amounts due may fill upon written notice of tin default and whose new at, provided that the original

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 127 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No.	2
Cancels		No. <u>S14</u> No
GENERAL TERMS AND O NATURAL GAS SALES AI COMMERCIA	ND SERVICE	
If discontinuance of service involves individual perm where service for the entire multi-unit dwelling is supplied the such condition, discontinuance of service shall occur only a intent to terminate to the party responsible for payment of undercompants of each unit within the dwelling. Notice to such it each dwelling unit or mailed to the addressee or occupant of shall be posted, to the extent possible, in at least one of the copy of the notice also shall be mailed or delivered to the Paffidavit setting forth how the utility has delivered, mailed or individual dwelling unit occupant. Occupants of a multi-unit to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempt at personal contact for failure to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempted to pay each new bill within 30 days of issuance. Occupants installment payments or any other payment plan and may be attempted to pay each new bill within 30 days of issuance.	manent residents of multi-unit dwellings arough one meter and Company is away after Company has given 30 days notice tility bills for the dwelling and to individ andividual occupants shall be delivered of each unit. In addition, a copy of said a common areas of the multi-unit dwelling ublic Utilities Commission together with a posted notices or attempted to do so to a dwelling may avoid termination by agrees as agreeing shall not be entitled to be discontinued without further notice of within 30 days of issuance. 12:00 noon on Friday and 8:00 A.M. the notice of the customers' gas piping apparatus, of the customers' gas piping apparatus, of any person. The Company does not the company does not the company does not company does	are of e of lual to notice ing. A h an to the reeing or

Advice Letter Number 63 ______ Issue Date

Officer, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number _____ Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 128 of 175

COLORADO NATURAL GAS, INC.		C	O PUC No	2	
P.O. Box 270868					
Littleton, CO 80127					
		Original	Sheet No. S	S15	
	Cancels		Sheet No.		

GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE COMMERCIAL

DISCONTINUANCE OF SERVICE BY COMPANY - COMMERCIAL - CONT'D

- (2) If the customer or anyone connected with customer or anyone with customer's knowledge or consent has violated any of the ordinances, statutes, or other lawful regulation of properly constituted authority applicable to customer's natural gas service. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.
- (3) If service is found to have been restored by someone other than the Company and the original cause for the discontinuance has not been cured.

RESTORATION OF SERVICE - COMMERCIAL

Service which has been terminated due to failure to pay or make arrangements for payment of bills for service rendered will be restored if customer pays one-half of the amount shown on the notice of termination, all applicable collection or reconnection charges, enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three months. This provision will not apply in cases where termination has occurred to to breached arrangements. If service is terminated after breach of arrangements, service will be reinstituted only after customer has made payment in full of all amounts owed, including any collection or reconnection charges and after posting any deposit required for service.

Where service has been discontinued as set forth in these rules, Company shall restore such service within 24 hours after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoral. Extenuating circumstances includes, but is not limited to, the requirement that the customer or someone designated by the customer be at the premesis at the time of restoral.

Advice Letter Number <u>63</u>	Officer, Title	Issue Date
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 129 of 175

COLORADO NATURAL GAS, INC.

COLORADO NATURAL GAS, INC.	CO PUC No.	2
P.O. Box 270868		
Littleton, CO 80127		

	Original	Sheet No. T1
Cancels		Sheet No

GAS TRANSPORTATION TERMS AND CONDITIONS

	Sheet No.
INDEX	T1
GENERAL STATEMENT	T2
SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGEMENT	TST2
DEFINITION OF TERMS	Т3-Т7
CONDITIONS OF GAS TRANSPORTATION SERVICE	Т8-Т9
SHIPPER'S RESPONSIBILITY	T10
NOMINATIONS	T10-T13
ALLOCATIONS	T13
DETERMINATION OF QUANTITIES TRANSPORTED	T14
IMBALANCE PROVISION	T14-T15
OVER-DELIVERIES OF SHIPPER'S GAS SUPPLIES	T16
UNDER-DELIVERIES SHIPPER'S GAS	T16
BALANCING UPON TERMINATION	T17
IMBALANCES DUE TO MEASUREMENT OR NOMINATION	ENTRY ERRORT17
FAILURE OF SHIPPER'S SUPPLY	T17
SUPPLY CURTAILMENTS	T18
OPERATIONAL FLOW ORDER	T18-T19
CAPACITY INTERRUPTIONS	T19
PRIORITY OF SERVICE	T19-T20
NOTICES	T20
BILLING AND PAYMENT	T20-T22
QUALITY	T22-T24
FORCE MAJEURE	T24-T25
LIABILITY	T25

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 130 of 175

C

Littleton, CO 80127

OLORADO NATURAL GAS, INC.	CO PUC No	2
O. Box 270868		

	Original	Sheet No. T1A
Cancels		Sheet No.

Sheet No.

GAS TRANSPORTATION TERMS AND CONDITIONS INDEX – CONT'D

WARRANTY.......T26 SYSTEM OPERATION......T26 EXTENSION POLICY......T26 GAS TRANSPORTATION REQUEST......T27-T28 FIRM GAS TRANSPORTATION AGREEMENT......T29-T37 INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT......T38-T46

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 131 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Original Cancels	CO PUC No 2 Sheet No Sheet No
GAS TRANSPORTATION TERMS AND CONDITIO	DNS
GENERAL STATEMENT The following Gas Transportation Terms and Conditions, filed with The Commission of the State of Colorado as part of the Company's Gas Transport terms and conditions under which Gas Transportation Service is provided and service in all territory served by the Company. They are subject to termination in whole or in part, at any time as provided by the rules of The Public Utilities Colorado. Gas Transportation Service furnished by the Company is also subject ommission of the State of Colorado's Gas Transportation Rules and the Corresponding for Natural Gas Service. In the event conflict exists between the extransportation Terms and Conditions and the Company's Rules and Regulating Service, the Gas Transportation Terms and Conditions shall control. Any waiver at any time of the Company's rights or privileges under the Terms and Conditions or under any individual Service Agreement entered into not be deemed a waiver as to any breach or other matter subsequently occur SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGEMENTS Shipper and each Receiving Party receiving Shipper's gas through the acknowledges that all service provided to Shipper and the Receiving Party(s) benefit of the Receiving Party(s), and in the event that Shipper or the Receivitimely payment for any service provided under this schedule, or is in violation the Company or The Public Utilities Commission of the State of Colorado, all Shipper and Receiving Party shall be subject to termination in accordance with and Regulations for Natural Gas Service.	he Public Utilities rtation tariff, set forth the d govern all classes of such n, change, or modification, Commission of the State of ject to The Public Utilities impany's Rules and Company's Gas itions for Natural Gas hese Gas Transportation to pursuant to this tariff shall rring. The Company's system of hereunder is for the ing Party fails to make of any rule or regulation of service provided to

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 132 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		PUC No.	
Cancels	Original	Sheet No. T3 Sheet No.	
GAS TRANSPORTATION TERMS AND	CONDITIONS		
DEFINITION OF TERMS			
Agency Agreement Agreement, through which a Receiving I gas transportation service provided by Company to the Receiving applicable where the Receiving Party has executed a Service Agreement as its agent for particular functions, as indicated therein. Allocation(s). Actual quantity of Shipper's gas supplies, as detailed and the Company for a specified Service and/or later.	g Party's end-us preement and de ermined by Inter	e facilities. The for signates another reconnecting Party(orm is
be delivered to the Company for a specified Service and/or Interespecific time period.	connecting Party	s agreement for a	a
Btu. "Btu" shall mean one (1) British thermal unit (International equivalent to 1,055.056 Joule, as specified in Gas Processors As Physical Constants of Paraffin Hydrocarbons and other Compon amendments as may be adopted by the Company. One (1) MME Btu.	ssociation Publicents of Natural C	cation 2145-93 (Ta Gas) or subsequer	able of
Capacity Interruption. The discontinuance of transportation set provide such service due to capacity constraints on the Compan Interruption" shall have the same meaning as "Interruption."			
Advice Letter Number 63 Officer, Title		Issue Date	,

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Decision Number ___

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 133 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Original Sheet No. T4
Cancels Sheet No
GAS TRANSPORTATION TERMS AND CONDITIONS
DEFINITION OF TERMS- CONT'D
Cubic Foot of Gas. For the purpose of gas volume determination, one "cubic foot" of gas shall mean the amount of gas which occupies a volume of one (1) cubic foot the actual metering pressure and temperature. For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes. Ccf means one hundred (100) cubic feet. Mcf means one thousand (1,000) cubic feet. Mmcf means one million (1,000,000) cubic feet.
<u>Date of First Delivery.</u> The date when Company first delivers Shippers' gas under a Gas Transportation Service Agreement, at the individual Delivery Point(s), as specified in an Exhibit to the Service Agreement.
<u>Day.</u> A period of 24 consecutive hours, beginning at 10:00 a.m. Mountain Time, or such other consecutive 24-hour period designated by Company.
<u>Dekatherm (Dth).</u> The energy equivalent to 10 therms, or 1,000,000 Btu (MMBtu). One (1) therm is the equivalent to 1,000,000 Btu.
<u>Delivery Point(s).</u> The Point(s) where Company delivers gas to the Receiving Party as specified in an Exhibit to the Service Agreement.
Firm Capacity. The maximum Peak Day Quantity contracted by a Shipper to reserve space in Company's System, expressed in Dekatherms.
Firm Supply. The maximum Peak Day Quantity contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of Shipper's Gas are not available for receipt by Company, expressed in Dekatherms.

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Advice Letter Number __63__

Decision Number _

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 134 of 175

COLORADO NATURAL GAS, INC.		CC	PUC No	2
P.O. Box 270868				
Littleton, CO 80127		Original	Sheet No. T.	5
	Cancels		Sheet No.	
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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS- CONT'D

Imbalance. The difference between the quantity of Shipper's Gas allocated by the Interconnecting Party(s) at the Receipt Point(s) less Fuel Reimbursement and the quantity of gas delivered to the Receiving Party at the Delivery Point(s) for Shipper's account as determined by Company. In the event supplies of Shipper's Gas are not available for receipt by Company but Receiving Party is authorized to receive Backup Supply Sales Gas, the quantity of such gas received from Company shall be subtracted from the quantity of gas consumed by the Receiving Party at the Delivery Point(s) before the existence of an Imbalance is determined.

<u>Imbalance Resolution Gas.</u> The quantity of gas necessary to correct previous months' cumulative Imbalance between Company and Shipper.

Interconnecting Party(s). The point of interconnection between the facilities of the Company and the Interconnecting Pipeline, Local Distribution Company, residue plant, wellhead, or any other physical or contractual sources of Shipper's gas supply.

<u>Lost and Unaccounted For ("L&U") Reimbursement.</u> A quantity of Gas equal to that used by Company for fuel used, and gas lost and unaccounted for in Company's System, stated in terms of a percentage of the quantities received into Company's System, computed and adjusted annually for each calendar year.

<u>Maximum Daily Transportation Quantity.</u> (MDTQ) is the maximum daily quantity of gas expressed in Dekatherms which Company agrees to transport to Shipper as set forth on an Exhibit to the Interruptible Service Agreement.

MMBtu. One million Btu.

Month. The period beginning at 10:00 a.m. on any day of a calendar month and ending at 10:00 a.m. on the same day of the succeeding calendar month (Mountain Time), or such other consecutive monthly period designated by Company.

<u>Nominations.</u> The Quantity of gas supplies requested to be transported on the Company's System for a specific day. Nominations are to be adjusted to include Fuel Reimbursement and shall be made on a Dekatherm basis.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 135 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Cancels Cancels CO PUC No. _____2 Original Sheet No. _____ Sheet No. _____

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS- CONT'D

Operational Flow Order (OFO)

An order issued by Company for a specific Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area that the Company reasonably believes are causing the condition necessitating the OFO, to alleviate conditions which threaten or could threaten the safe operation or integrity of Company's system or to maintain operations required to provide efficient and reliable firm service under the following circumstances: a) when delivery system pressure or other unusual conditions are reasonably expected, in Company's judgment, to jeopardize the operation of the Company's system; b) when transmission, storage, or supply resources are being used at or near maximum deliverability; c) when one or more upstream pipelines call an OFO and such OFO creates conditions on Company's system which necessitate calling an OFO; and d) when Company is unable to fulfill its firm service obligations or to maintain overall operational integrity of the system. When issued, the OFO shall specify the Tolerance Range of over or under-delivery permitted for the Day(s).

<u>Peak Day Quantity.</u> (PDQ) is the maximum daily quantity of gas expressed in Dekatherms which Company agrees to transport or sell, if applicable, to Shipper as set forth on an Exhibit to the Firm Service Agreement.

<u>Primary Receipt Point(s).</u> Receipt Point(s) specified in the Firm Transportation Service Agreement as Primary Receipt Point(s) where Receiving Party is entitled to firm service on Company's System. Primary Receipt Point(s) will be identified in an Exhibit to the Service Agreement.

Psia. Pressure in point per square inch absolute.

Receipt Point(s). The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives gas for the account of Shipper for transportation on its System, as specified on an Exhibit to the Service Agreement.

Receiving Party(s). The party or parties that receive gas from Company at the Delivery Point(s) as specified in an Exhibit to the Service Agreement.

Request for Gas Transportation Service. A written request for transportation service submitted by any prospective Shipper as provided in these General Terms and Conditions.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 136 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Cancels	CO Original	PUC No Sheet NoT Sheet No.	7
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GAS TRANSPORTATION TERMS AND	CONDITIONS		
DEFINITION OF TERMS- CONT'D			
Shipper. Any party who has executed a Service Agreement with Receiving Party.	h Company. Shipp	er may or may no	ot be the
Supply Curtailment. The discontinuance of transportation or sales Company to provide such service due to non-receipt of Shipper's Gas or supply, respectively. The phrase "Supply Curtailment" shall have the sare	the lack of availab	oility of Companie	
System. The pipelines, compressor stations, regulator stations, related facilities owned by Company and utilized in providing transportations.		essing facilities ar	nd other
Year. A period of 365 consecutive days or 366 consecutive days if su at 10:00 a.m. Mountain Time on any given day.	ch period includes	February 29, be	ginning
Advice Letter Number 63		Issue Date	

Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Decision Number _

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 137 of 175

Sheet No.

COLORADO NATURAL GAS, INC.	C	O PUC No	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet No. T	8.

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GAS TRANSPORTATION TERMS AND CONDITIONS

CONDITIONS OF GAS TRANSPORTATION SERVICE

Pressure at Delivery Point(s).

Unless otherwise agreed upon, Company shall cause the gas to be delivered at each Delivery Point at such pressures as may prevail from time to time in Company's system.

Pressure at Receipt Point(s).

Shipper shall deliver or cause gas to be delivered at each Receipt Point at a pressure sufficient to allow the gas to enter Company's System. Shipper shall not, except by mutual written agreement, be required or permitted to deliver the gas at any Receipt Point at a pressure in excess of the maximum allowable operating pressure of Company's System as established by the Company.

Prior to commencement of service hereunder, Shipper shall have completed a request for Gas Transportation Service and shall have executed a Service Agreement.

Requests for Transportation Service.

- (a) Shipper shall submit to Company a Request for Gas Transportation Service. The request will either be approved or denied, by Company within sixty (60) days of the receipt thereof. If as a condition for approval, additional facilities are required, Company will specifically set forth the estimated costs of said facilities and any additional charges. The written notice of approval shall also set forth the cost, if any, of conversion from sales service. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to enable Company to provide the requested service, as well as any additional charges therefore;
- (b) All requests for Transportation Service shall be submitted in writing to Company in the form included in these General Terms and Conditions or a facsimile thereof:
- (c) Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Requests shall be considered received only if the information specified in the Request for Transportation Service is provided.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	•	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 138 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2
Cancels	Original Sheet No. T9 Sheet No
GAS TRANSPORTATION TERMS AND	O CONDITIONS
CONDITIONS OF GAS TRANSPORTATION SERVICE - CONT	<u>'D</u>
Gas Transportation Service Agreement (Service Agreement). Upon Company approval of Request for Gas Transportation, C Agreement in accordance with this gas transportation tariff. Any change accomplished through an amendment executed by both Shipper and Co	es to Service Agreement shall be
Initiation of Service. Within thirty (30) days of Shipper's receipt of an executable Se shall execute and deliver to Company such Service Agreement. A Ship under an interruptible transportation rate schedule must tender gas for treceipt of any necessary regulatory approvals, installation of facilities by Service Agreement, whichever is later. If Company has not received an required time Company shall have the right to terminate the Service Agreement.	per entitled to receive transportation service transportation within thirty (30) days after Company, or the execution date of the executed Service Agreement within the
New or Additional Facilities. Shipper agrees to pay Company for any new or additional facilities are Service Agreement, Company shall inform Shipper of the need for such related monthly specific facility charges or other miscellaneous charges charges will be specified on an Exhibit to the Service Agreement. Shipper of said notification in which to approve the expenditure for such additional approve the installation of said new or additional facilities, Company shall Agreement. If Shipper approves installation of such facilities, Shipper separately including with such payment. All Facilities installed by Company shall continue to Company.	required at any time during the term of this facilities, the installation cost and any associated with said facilities. Such per shall have sixty (60) days from the date hal facilities. Should Shipper decide not to hall have the right to terminate the Service hall make full payment for such additional the income tax consequences associated

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 139 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T10
Cancels		Sheet No

CO PUC No. 2

GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER'S RESPONSIBILITY

Shipper is responsible for obtaining Shipper's Gas, nominating receipts and deliveries, managing Imbalances and payment of all costs of such gas from sources other than Company, and for the transportation of such gas to Company's Receipt Point(s) from the Interconnecting Party(s). Shipper's Gas received by Company for transportation for Shipper or Receiving Party shall meet all quality specifications as specified in Gas Quality section included in this tariff.

Company shall not be required to perform transportation service if Shipper fails to comply with the terms of its Service Agreement, the applicable Rate Schedule and these General Terms and Conditions.

NOMINATIONS

- a) Shipper shall nominate to the corresponding Interconnecting Party based on Shipper's meter(s) locale which is downstream of such interconnect (sometimes referred to as Town Border Station) a quantity of gas to be transported through Company's (Company shall be known as the Local Distribution Company providing such Gas Transportation Service to Shipper) system to Shipper's meter(s).
- b) Nominations shall be intended to meet the daily requirements of Shipper as solely determined by Shipper.
- c) Such Nominations shall be subject to the nomination procedures and schedules of the Interconnecting Party. This includes, but is not limited to, events of Operational Flow Orders.
- d) All Nominations are subject to Company approval and are not guaranteed to be allocated to Shipper.
- e) Shipper's Allocations shall not be greater than the Shipper's Nominations less Interconnecting Party and/or Company Fuel Reimbursement.
- f) Shipper's Allocations are determined by the Interconnecting Party and may also be further adjusted by Company based on a priority of service with Interruptible Shippers having the lowest priority.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	·	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 140 of 175

COLORADO NATURAL GAS INC

COLORADO NATURAL GAS, INC.		CO	O PUC No	2
P.O. Box 270868				
Littleton, CO 80127				
		Original	Sheet No. 1	Γ11
	Cancels		Sheet No.	<u>-</u>

GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATIONS - CONT'D

g) In the event that Company determines an emergency or other circumstances exist, Company may modify nomination procedures.

Imbalance Provisions

- a) The net monthly difference between Shipper's Allocations, less Company Fuel Reimbursement, and monthly metered volumes shall result in Shipper's Monthly Imbalance
- b) Shipper shall make reasonable efforts to manage such Monthly Imbalances as close to a zero (0%) tolerance as possible by the end of each Delivery Month.
- c) Monthly Imbalance percentages are determined by the following formula:

Dth Imbalance divided by Dth Usage

- d) Potential restrictions to imbalances may be enforced by Company as a result of an Interconnecting Party's operations, including but not limited to OFOs or as deemed necessary by Company.
- e) Company has no obligation to provide imbalance services to Shipper during events of OFO or any other time as solely determined by Company.
- f) Shipper's non-compliance of an Interconnecting Party's OFO, or other penalizing event, may result in a cost to Company.
- g) Such costs shall be passed through to any Shipper determined to be non-compliant and having caused such cost to Company.
- h) Sole resolution of Shipper's Monthly Imbalances shall be through a Cashout Procedure by either the purchase of natural gas by Company from Shipper (Over-Delivery) or the sale of natural gas from Company to Shipper (Under-Delivery).

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 141 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Cancels	CO PUC No. 2 Original Sheet No. T12 Sheet No
GAS TRANSPORTATION TERMS ANI	O CONDITIONS
Nomination Procedures. Daily Nominations for the first day of the month shall be requested by Company and shall be received no later than 10:30 first day of the succeeding month. Company will confirm or deny these nominations no later first day or the succeeding month, after 2:00 p.m. If Company do may re-nominate gas for delivery on the first day or the month at or Category One Contractual Receipt month at Receipt Point(s) Contractual Receipt Point List no later than one (1) business day month by 10:30 a.m. Nominations for days other than the first day of month or Interconnecting Party(s) contract number(s) previously submitted than 10:30 a.m., two (2) business days before the date of the effective of the second success of the second	or a.m., four (4) business days before the rethan two (2) business days before the best not confirm Nominations, Shipper Receipt Point(s) listed on the Primary listed on the Primary or Category One revisions to daily quantities and/or d shall be received in writing no later ective change.
procedures, for any Tuesday gas day may be re-nominated no la preceding Monday and shall be submitted in writing. Shipper is Party(s) to make corresponding confirmations of supply re-nomina.m. on Monday. Any re-nominations not confirmed by the Interea.m. shall be deemed denied. In no event shall re-nominations is scheduled and confirmed for Tuesday.	responsible to notify the Interconnecting nation to Company no later than 9:30 connecting Party(s) on or before 9:30

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 142 of 175

P.O. Box 270868 Littleton, CO 80127	71.
Cancels Original Sheet No. Sheet No.	
GAS TRANSPORTATION TERMS AND CONDITIONS	
NOMINATIONS – CONT'D	
Nomination Confirmations. Nominations made in accordance with the above procedures will not become effective Company has confirmed the nominated receipts with the Interconnecting Party(s). Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supp Company. Any discrepancy in Nominations that cannot be resolved shall result in Shipper receiving lesser of these two quantities: Shipper's Nominations to Company or Interconnecting Party(s) confirmation.	ly to
Nomination Changes By Company. If, on any day, Company determines that there is an under delivery of natural gas into Company's System from an Interconnecting Party(s), Company shall have the right to make adjustments to Shipper's Nominations to more accurately reflect actual deliveries of supply into Company's System.	
Unless otherwise agreed, allocations at the Company's Receipt Point(s), less Fuel Reimbursement, will be based on the lower of the three; (I) Nominations to Company or (ii) of Nominations or (iii) Allocations provided by Interconnecting Party(s). The difference between the Resembursement at the Receipt Point(s) and daily measurement determinations at the Point(s) will be considered the Imbalance. Delivery Point allocations and Imbalances will be deby Company on a daily basis or otherwise specified. Imbalance Resolution Gas shall be deem through the meter in determining the amount of a Shipper's Imbalance.	allocation, Delivery etermined

Advice Letter Number 63 ______ Issue Date

Officer, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number _____ Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 143 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2	_
Cancels	Original Sheet No. T14 Sheet No.	
GAS TRANSPORTATION TERMS ANI	D CONDITIONS	
DETERMINATION OF QUANTITIES TRANSPORTED Quantity determinations shall be done in accordance with Natural Gas Service, and Quantities will be apportioned in Gas Endigusted by Supply Curtailments or other restriction. Quantities of Nominations or allocations during any restricted period will be so Backup Supply Sales Charge up to that quantity permitted under quantities, at the Unauthorized Overrun Commodity Sales Charge any such restricted period shall not be made up through Imbalant accept the accounting by Company of daily quantities of Shipper	Day increments. Determinations may be consumed in excess of confirmed old to the Shipper at the appropriate r Service Agreement or, if above those ge. Sales quantities consumed during nce provisions. Shipper agrees to	
IMBALANCE PROVISION Shipper shall every effort to manage daily receipts of Sh Receiving Party(s) so that the Imbalance(s) at the end of each M carried forward from the previous Month, are as close to zero as Imbalance(s) will be made after adjusting for Fuel Reimburseme Imbalance(s) remaining at the end of a billing period will actual usage within the subsequent billing period. If at the end of imbalance is greater than five percent (5%), then Shipper shall be Delivery provisions of this tariff and the Imbalance shall be broughthe subsequent billing period, the Imbalance is within five percent Month, the Imbalance shall be added to the current month's imbalance Month. Company may enter into special Imbalance Agreements consideration special unique circumstances.	Month, including any Imbalance(s) is practicable. Determination of such ent. I be brought within five percent (5%) of of the subsequent billing period the percent to the Over and Under ght to five percent (5%). If at the end of the (5%), excluding Imbalance for current evalance and carried forward into the	

Advice Letter Number __63_______Officer, Title

Officer, Title
7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number ________Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 144 of 175

COLORADO NATURAL GAS, INC.	(CO PUC No. 2	1
P.O. Box 270868			
Littleton, CO 80127			
	<u>Original</u>	Sheet No. T15	
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GAS TRANSPORTATION TERMS	AND CONDITION	1S	
OPERATIONAL IMBALANCES			
At no time shall Company be required to receive qua	antities at the Rece	eipt Point(s) for Shipper's	s
account in excess of the quantities Shipper or Shipper's desi			
a concurrent basis.			
Shipper shall cause gas to be delivered to Company			
constant rate throughout the day equal to an hourly flow rate		_	
delivered to Company be the Interconnecting Party(s) at an i are negatively affected, Company shall have authority to res			
Party's Nomination to an amount equal to the delivered rate			19
and a second sec		g, (0).	
Advice Letter Number <u>63</u>		Issue Date	
Officer, Ti		7	
7810 Shaffer Parkway, #120 Decision Number	, Littleton, CO 8012	Effective Date	
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Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 145 of 175

COLORADO NATURAL GAS, INC.		CC	PUC No	2
P.O. Box 270868				
Littleton, CO 80127				
		Original	Sheet No. 1	Γ16
	Cancels		Sheet No.	

GAS TRANSPORTATION TERMS AND CONDITIONS

OVER-DELIVERIES OF SHIPPER'S GAS SUPPLIES

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the company at the Delivery Point(s) is less than the quantity allocated by the Interconnecting Party(s), adjusted for Fuel Reimbursement at the end of the subsequent billing period, by more than five percent (5%), including any Imbalance from the prior monthly billing period(s), then Company may correct the Imbalance to zero percent (0%) by purchasing from the Shipper the difference between the Receiving Party(s)' deliveries and the quantity allocated by Interconnecting Party(s) adjusted for Fuel Reimbursement. These purchases shall be made at a rate equal to seventy-five percent (75%) of the CIG Rocky Mountain spot gas price index as reported in the table titled "Prices of Spot Gas Delivered to Pipelines," in the First monthly issue of Inside FERC Gas Market Report published by McGraw Hill during the Month the Imbalance is purchased from the Shipper. These purchases shall be applied as a credit on the Shipper's succeeding monthly statement. Company reserves the right to waive applicable charges if quantities are less than five (5) Dth.

UNDER-DELIVERIES OF SHIPPER'S GAS

In the event the quantity of gas delivered to the Shipper or Receiving Party(s), as determined by the Company at the Delivery Point(s), is greater than the quantity allocated by Interconnecting Party(s), for Fuel Reimbursement at the end of the Imbalance from the prior monthly billing period(s), then Company shall correct the Imbalance to zero percent (0%) of Shippers prior month deliveries by selling to the Shipper, the difference between a) Receiving Party(s)' deliveries and b) the quantity allocated by Interconnecting Party(s) adjusted for Fuel Reimbursement. The rate and terms for such sales shall be at the Backup Commodity Sales Charge as set forth in the Company's gas transportation rate schedules. Company reserves the right to waive applicable charges if quantities are less than five (5) Dth.

Advice Letter Number <u>63</u>	Officer Title	Issue Date
Decision Number	Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 146 of 175

COLORADO NATURAL GAS, INC.		C	O PUC No	2
P.O. Box 270868			_	
Littleton, CO 80127				
		Original	Sheet No.	T17
	Cancels		Sheet No.	

GAS TRANSPORTATION TERMS AND CONDITIONS

BALANCING UPON TERMINATION

Upon termination or cancellation of the Service Agreement, if transportation service is not continued under another Service Agreement, any under-deliveries shall be eliminated at the earliest practicable date, not to exceed ninety (90) days following such termination or cancellation. If at the end of the ninety (90) day period an under-delivery exists, then, as appropriate, Company shall sell to Shipper such quantities which are due Shipper and Shipper shall purchase from Company such quantities in accordance with the terms and conditions of the under-deliveries of Shipper's Gas Supplies section of this tariff. If the imbalance is caused by an over-delivery of Shipper's gas then Company shall eliminate any over-deliveries by purchasing any quantities which are due Shipper at the next billing cycle in accordance with the terms and conditions of over-deliveries of Shipper's Gas Supplies section of this tariff.

If Service Agreement is terminated and service continues under another Service Agreement, the Imbalance will be transferred to new Service Agreement and the Imbalance Provisions shall apply.

IMBALANCES DUE TO MEASUREMENT OR NOMINATION ENTRY ERROR

If an inaccuracy occurs as a result of an error in measurement devices, billing errors or errors in the entry of nominations by Company, the Company will correct measurement, billing statement nomination entries were incorrectly entered by Company for the Shipper to correct the Imbalance. In no event shall this period be longer than six months for the shipper to correct the Imbalance. After such period, any Imbalance will be subject to the Imbalance provisions of this tariff.

FAILURE OF SHIPPER'S SUPPLY

Should Shipper fail to cause Shipper's Gas to be supplied to Company for transportation, Shipper will immediately notify Company of this condition. If Shipper has not contracted for Firm Supply Reservation Service, then upon request, Company will inform Shipper if Backup Supply Sales Service is available from Company. If Company informs Shipper that said Backup Supply Sales Service is not available, continued use of gas by Receiving Party shall be considered Unauthorized Overrun Sales.

Advice Letter Number <u>63</u>	Officer, Title	Issue Date
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	7010 Ghaner Fankway, #120, Elitteton, 00 00127	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 147 of 175

Sheet No.

COLORADO NATURAL GAS, INC.	\mathbf{C}	O PUC No	2	
P.O. Box 270868				
Littleton, CO 80127				
	<u>Original</u>	Sheet No. T	<u> 18 </u>	

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUPPLY CURTAILMENTS

Company will, within a reasonable time, confirm with Interconnecting Party(s) an Interconnecting Party(s)'s Supply Curtailment of a Shipper's gas supplies. If a Shipper's gas supplies are curtailed, Company will accept, until 8:30 a.m. prior to the start of such gas day, revised Nominations that conform with the receipt quantities confirmed by the Company from the curtailed Interconnecting Party(s). The Company will also allow resourcing of curtailed quantities from existing or new Receipt Point(s), provided the revised Nomination is submitted no later than 8:30 a.m. before the start of such gas day. Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 9:30 a.m. before the start of such gas day. Any revised nomination not confirmed by the Interconnecting Party(s) on or before 9:30 a.m. shall be deemed denied. In no event shall revised nominations bump quantities already previously scheduled and confirmed for such gas day.

In the event of an emergency, the Company will accept, for one (1) hour, revised Nominations that conform with the receipt quantities received by the Company from the curtailed Interconnecting Party(s).

OPERATIONAL FLOW ORDER

Shipper shall be responsible for complying with the directives set forth in any Operational Flow Order (OFO) issued by the Company. The Company will issue an OFO to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's System required to maintain system reliability. Upon issuance of an OFO, the Company will direct Shipper to comply with one of the following conditions: (a) Shipper must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper; or (b) Shipper must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper. Provision of oral notice by telephone to Shipper shall be deemed as proper notice of an OFO. Shipper shall respond to an OFO by either adjusting its deliveries into Company's System or its consumption at the End User facility. Should Shipper be unable to deliver sufficient volumes of transportation gas to Company's System, the Company will not be obligated hereunder to provide standby quantities for purposes of supplying such End User's requirements

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 148 of 175

COLORADO NATURAL GAS, INC.		C	O PUC No	2	
P.O. Box 270868			_		
Littleton, CO 80127					
		Original	Sheet No.	T19	
	Cancels		Sheet No.		

GAS TRANSPORTATION TERMS AND CONDITIONS

OPERATIONAL FLOW ORDER (continued)

All volumes taken by End User in excess of volumes delivered by Interconnecting Party to Company for Shipper in violation of the above "condition (a)" OFO shall constitute an unauthorized delivery by Shipper on the Company's System. All volumes taken by Shipper less than volumes delivered by Interconnecting Party to Company for Shipper in violation of "condition (b)" OFO shall constitute an unauthorized delivery by Shipper to Company. Shipper shall be charged the greater of \$35.00 per Mcf or 125% of the actual charge made to Company by the Interconnecting Party, plus any other charges applicable under this tariff for such unauthorized receipts or deliveries that occur during the OFO. Company will not be required to provide service under this tariff to any Shipper that does not comply with the terms or conditions of an OFO. Payment of charges hereunder shall not be considered an exclusive remedy for failure to comply with the OFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

CAPACITY INTERRUPTIONS

Company shall have the right to interrupt the transportation of gas for Shipper, when necessary, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, or otherwise related to the operation thereof. Except in cases of emergency, the Company shall endeavor to give advance notice to Shipper of its intention to interrupt the transportation of gas, stating the anticipated timing and magnitude of such Capacity Interruption. Except as set forth above, Company shall have no other responsibilities to Shipper for any alterations or repairs and shall have no liability for any losses or damages whatsoever occasioned by such alterations or repairs.

PRIORITY OF SERVICE

Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. The Capacity Interruption of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by Shipper or Receiving Party. Specific interruption of transportation service shall be made in the following order: (a) Authorized Imbalance Resolution Gas under Firm and Interruptible Transportation Service Agreements prorated based on confirmed Nominations for each Shipper; (b) Authorized overrun deliveries in excess of the Peak Day Quantity under Firm Transportation Service Agreements and the Maximum Daily Transportation Quantity under Interruptible Transportation Service Agreements prorated based on confirmed Nominations; (c) All other interruptible transportation service at a discounted rate by order of the rate being paid by Shipper for the transportation service from lowest to highest.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 149 of 175

COLORADO NATURAL GAS, INC.			CO PUC No	2	
P.O. Box 270868			_		
Littleton, CO 80127					
		Original	Sheet No.	T20	
	Cancels		Sheet No.		

GAS TRANSPORTATION TERMS AND CONDITIONS

PRIORITY OF SERVICE - Cont'd

If two or more Shippers are paying the same discounted rate then the Capacity Interruption shall be prorated based upon confirmed Nominations; (d) All interruptible transportation service at the standard rate prorated on the basis of confirmed Nominations; (e) All firm transportation service in accordance with the same system of class-by-class priorities as is applicable to Company's sales customers; (f) Nothing in this provision shall limit Company's right to interrupt service as necessary in order to ensure system integrity or to reflect the operational characteristics of Company's System.

NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided in the Service Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed to the address listed in the Service Agreement, or such other address as either of the parties shall designate in writing.

BILLING AND PAYMENT

Statements for transportation of Shipper's Gas under the appropriate transportation tariff shall be rendered on a Dekatherm basis by Company to Shipper each Month following delivery. Any credits for purchases of oversupply of Shipper's Gas or charges for gas supplies sold by Company to the Shipper shall be reflected on each monthly statement.

<u>Payment and Late Payment Charge.</u> Bills for services provided shall be for a monthly period beginning on the first day of the month and are due and payable within thirty (30) days from the date of the bill. Any amounts not paid on or before the due date of the bill shall be subject to a late payment charge of one and one half percent (1.5%) per month.

<u>Failure to Pay Bills.</u> If Shipper fails to pay for the services provided under this tariff, then Company may discontinue service as provided in the applicable tariff and in accordance with Company's Natural Gas Service Rules and Regulations.

<u>Verification of Statements.</u> Shipper and Company shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation make under the provisions of this tariff.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 150 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CC	PUC No	2
Littleton, CO 80127		<u>Original</u>	Sheet No. T	
	Cancels		Sheet No	
CACTDANCDODTATIO	N TEDMO AND	CONDITIONS		

GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Deposits for Gas Transportation Service. A deposit shall be required for any first time Shipper requesting gas transportation service. Any Shipper who has not received sales or transportation service from Company for at least twenty-four (24) months within the last three (3) years is considered a first-time Shipper. A deposit may also be required from existing Shippers if the Company reasonably determines that the Shipper's financial statements, commercial credit reports from a credit reporting agency, or other information relating to Shipper's financial status or if Shipper's recent payment records include recent or substantial delinquencies. The deposit shall be the sum of the estimated bill for ninety (90) days. Deposits will be increased for first time Shipper each time additional Receiving Party(s) is added to Service Agreement within the initial two (2) years period.

Shipper deposits for gas transportation accounts will be retained by the Company for a minimum period of two (2) years or until service is discontinued if sooner than two (2) years.

Any Shipper deposit required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another Shipper. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued.

A surety bond or irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a two (2) year period or at the discretion of Company. A credit report from a commercial credit reporting agency may also be accepted in lieu of a deposit.

Refunds of Deposits for Gas Transportation Service. Refunds of deposits for gas transportation service will be made following the two (2) year retention period in which the Shipper's most recent twelve (12) months' history indicates that service has not been discontinued for nonpayment and not more than two (2) Notices of Discontinuance have been mailed within the last six (6) months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 151 of 175

COLORADO NATURAL GAS, INC. CO PUC No. _____2 P.O. Box 270868 Littleton, CO 80127 Original Sheet No. T22 Cancels Sheet No. GAS TRANSPORTATION TERMS AND CONDITIONS BILLING AND PAYMENT - Cont'd Refunds of Deposits for Gas Transportation Service. - Cont'd An interest rate will be paid on Shipper deposits either in cash or by a credit to the Shipper's account. Interest will be paid upon refund of the deposit or annually upon request of a Shipper. An interest rate will be determined by the Public Utilities Commission of the State of Colorado by January 1 of each year and will be in effect from January 1 to December 31, and is subject to change each year. **QUALITY** Gas Receipts: Unless otherwise specified by Company, gas tendered to Company will conform with the quality specifications set forth under this tariff and associated Transportation Service Agreement executed between Shipper and Company. Company has no obligation to accept gas of a lesser quality than that set forth herein below or to accept gas of a lesser quality than that which is to be delivered. At a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit, gas received be Company shall not contain more than the following: (i) Hydrogen Sulfide: one guarter (1/4) grain per one hundred (100) cubic feet. (ii) Total Sulfur: five (5) grains per one hundred (100) cubic feet. (iii) Carbon Dioxide: three percent (3%) by volume (iv) Water Content: three (3) pounds per one million (1,000,000) cubic feet. (v) Flowing Gas Temperature: not to be less than thirty-two degrees Fahrenheit (32 $\Box F$ one hundred and ten degrees Fahrenheit (110°F). (vi) Hydrocarbon Dewpoint: shall not exceed fifteen degrees Fahrenheit (15°F) at any pressure between one hundred (100) psia and one thousand (1000) psia as calculated from gas composition or otherwise determined.

Advice Letter Number <u>63</u>		<u>Issue Date</u>
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 152 of 175

COLO)RAD	O NA	TURAL	GAS.	. INC.

P.O. Box	2708	868	
Littleton,	CO	80127	

	Original	Sheet No. T23
Cancels		Sheet No.

CO PUC No. 2

GAS TRANSPORTATION TERMS AND CONDITIONS

QUALITY - Cont'd

Gas Receipts. Cont'd

(vii) Oxygen Content: two percent (2%) by volume if inert blended, one one-

thousandth of a percent (0.001%) by volume if not inert

blended.

(viii) Total Non-Combustible Gases: fourteen and three tenths percent (14.3%) by volume if inert

blended, five percent (5%) by volume if not inert blended.

<u>Liability:</u> Company shall not be liable to Shipper of a third party for any damages incurred as a result of Company's refusal to receive gas that does not meet quality specifications. the shipper delivering as directly into Company's System shall indemnify, save, and hold harmless Company for any injury, damage, loss, or liability arising out of or relating to the Shipper's delivery of non-conformance gas.

<u>Processing:</u> Company may extract or permit the extraction of moisture, inerts, natural gasoline, butane, propane, or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. Company, in order to conserve and utilize other available gases, may blend such gases with said natural gas. Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning, or other processes to such an extent as may be required in its transportation from the Interconnecting Party(s) to the Delivery Point(s).

Objectionable Matter: The gas delivered to Company shall be commercial in quality and free of substances harmful to pipeline facilities, including but not limited to dust, dirt, gum-forming constituents, water, and other liquid or solid matter, or water and hydrocarbons in liquid form at the temperature and pressure at which it is received by Company, which might interfere with its marketability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Company.

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 153 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Cancels	Original Sheet No. T24 Sheet No
GAS TRANSPORTATION TERMS AN	ND CONDITIONS
QUALITY - Cont'd	
Hazardous Substances: All gas tendered to Company hazardous to people, property, or the environment, cause dama marketability. Hazardous substances include toxic substances, toxins or other compounds and materials identified under hazar Gas Interchangeability: For safe and efficient pipeline of must be interchangeable from a utilization basis with supplies in shall comply with the requirements set forth under the applicable Exhibit to the Transportation Service Agreement, which is a ger quality which is acceptable. Because the gas is interchangeable instances to evaluate gas composition to determine System cor unacceptable.	age to pipeline facilities, or be a limit to a carcinogenic substances, reproductive redous materials laws. Operations, gas received by Company is System. Gas received by Company le Utilization Curve contained under an operal representation of the natural gas le, Company reserves the right in all
FORCE MAJEURE Force Majeure shall mean circumstances not within the exercise of due diligence, the affected party is unable to overco be limited to acts of God, strikes, lockouts or other industrial dis wars, blockades, insurrections, riots, epidemics, landslides, ligh washouts, arrests, and restraints of governments and people, c or accident to wells, machinery or lines of pipe, freezing of wells failure of wells. The term Force Majeure shall also include: The at reasonable cost, materials, supplies, servitudes, right of way parties other than Company, permits, licenses or permissions fresuch party to fulfill its obligations hereunder.	ome. Force Majeure shall include but not sturbances, acts of the public enemy, atning, earthquakes, fires, storms, floods, sivil disturbances, explosions, breakage s or lines of pipe and partial or entire e inability or delay of a party to acquire, grants, transportation agreements with

Advice Letter Number __63_______Officer, Title

Officer, Title
7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number ________Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 154 of 175

COLORADO NATURAL GAS, INC.		C	O PUC No	2	
P.O. Box 270868					
Littleton, CO 80127					
		Original	Sheet No.	T25	
	Cancels		Sheet No.		

GAS TRANSPORTATION TERMS AND CONDITIONS

FORCE MAJEURE - Cont'd

The Force Majeure provisions shall not apply to the inability of Company to accept gas at the Receipt point(s) or deliver gas at the Delivery Point(s) nominated by Shipper for the purpose of correcting or curing an Imbalance in Shipper's Gas transported on Company's System.

In event either party is rendered wholly or partially unable to carry out its obligations under this Service Agreement due to a Force Majeure event, such party shall give notice and provide the full particulars of such Force Majeure, in writing or by electronic data transmitted to the other party as soon as is reasonably possible after the occurrence of the causes relied on. The obligations of the parties, other than to make payments of amounts due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected party shall use good faith and due diligence to remedy the Force Majeure event in a commercially reasonable manner.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

LIABILITY

Each Party shall indemnify, save and hold harmless the other party, its officers, employees and agents from any and all claims for injury to person or persons or damage to property occurring on its respective side of the interconnection point(s) between Company's and the Shipper's or Receiving Party's facilities; provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees, or agents. In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

Advice Letter Number63		Issue Date
	Officer, Title	
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 155 of 175

Effective Date

COLORADO NATURAL GAS, INC.	CO PUC No. 2		
P.O. Box 270868			
Littleton, CO 80127		a	
	<u>Original</u>	Sheet No. To	
Cancels		Sheet No	
GAS TRANSPORTATION TERMS AND	CONDITIONS		
WARRANTY			
Shipper warrants that the title to all gas delivered to Com	npany will be free	e from all liens ar	nd
adverse claims, and Shipper shall defend and indemnify Compar			
expenses, including attorney fees, arising from any claim against	t said gas or to re	oyalties, taxes, li	cense
ees or charges thereon.			
WAIVERS No waiver by Company or Shipper of any one or more de	ofaulta in the nor	formanae of any	,
No waiver by Company or Shipper of any one or more do provision hereunder shall operate or be construed as a waiver of	-	-	
of a like or a different character.	arry ruture derait	ant of defaults, wi	i eti lei
SYSTEM OPERATION			
Company may take such action as reasonably necessary	y to prevent dam	nage to or materi	al
deterioration of its System and to maintain the operational integri	ity of the System	l.	
EXTENSION POLICY			
For transportation service, Company will install necessar	v extension facil	lities in accordan	ce with
the Company's Service Lateral Connection and Distribution Main	•		
Company's Natural Gas Service Rules and Regulations.	,	, 40 004	
Advice Letter Number 63_		Issue Date	

Decision Number _____

CO PUC No. 2

	Cancels	<u>Original</u>	Sheet No. T27 Sheet No.	
	ADO NATURAL			
	D FORM OF RE	~		
Anticipated Date for Serv				
Anticipated Date for Serv	ice to Termi	nate:		
Supplier(s):				
Mailing Address:				
Contact Name: Telephone and Fax #s:				
Pipeline: Pipeline Company Document	#s:			
Transportation Receipt Po	ints:		On-Peak/Demand	Qty
Nominating Agent:				
Mailing Address:				
Contact Name: Telephone and Fax #s:				
Submitted by:				
Name:				
Title:				
CNG Use Only:				
Approved:				
Name:				
Title:				
Date:				
Advice Letter Number <u>63</u>			Issue Date	
	Officer, Title			
Decision Number			Effective Date	

CO PUC No. 2

	Cancels	Original	Sheet No. T28 Sheet No.
STANDAF	ADO NATURAL RD FORM OF RI RANSPORTATION	EQUEST FOR	
Document Number:			
Date:			
Shipper: Mailing Address: Notice Address: Billing Address: Contact Name: Telephone and Fax #s: Tax ID#:			
Emergency Contacts: During Business Hours: 1)		Tel	ephone # 1)
After Business Hours: 1)			2)
Type of Service Requested	:		
Receiving Party: Mailing Address: Service Address: Contact Name: Telephone and Fax #s: Maximum and Minimum Deliv Annual Delivery Quantity Firm Capacity Peak Day or Firm Backup Supply Quanti	ery Pressure - Dekatherms On-Peak Dem	s Acceptable:	e:/
Advised etter Number 62			Jacus Data
Advice Letter Number <u>63</u>	Officer, Title		Issue Date
Decision Number			Effective Date

C	CO PUC No	2
<u>nal</u>	Sheet No.	Γ29

Cancels	<u>Original</u>	Sheet No. T29 Sheet No.
GAS TRANSPORTATION TERMS	AND CONDITIO	DNS
STANDARD FORM FIRM GAS TRANSPORTATION SE		IENT
This Agreement is made and entered into by and between Colorado Natural Gas Inc., PO hereinafter called "Company" and address of,,,,,,	Box 270868,	Littleton, CO 80127,, having a mailing
THE PARTIES REPRE	ESENT:	
Shipper has by separate agreement acquarter hereinafter referred to as "Shipper's Gas", Point(s): and Shipper will cause Shipper's Gas to be Point(s) as specified in Exhibit; and Shipper has requested and Company agree Shipper's Gas from the Receipt Point(s) to the in Exhibit, on a firm capacity and fit applicable); and Shipper assumes responsibil maintenance costs for a communication line necessor the facility(s) specified in Exhibit	to be delivered to ees to receive Delivery Politr supply relity for the eessary for election	to Company's Receipt ve and transport int(s), as specified eservation basis (if installation and
THEREFORE, THE PARTIES AGE	REE AS FOLLOW	NS:
a) Shipper acknowledges that gas transport hereunder is subject to the terms and congas transportation tariff as on file and Utilities Commission of the State of Control by This agreement and all its rates, term this agreement and as set out in the transportated into the agreement by refusible to modification by order of the hearing and a finding of good cause the party to this agreement requests the Control which could cause a modification in the the party shall provide written notice time of filing the request with the Control of the end-use customer uses a marketing purchases, and balancing, the end-use utility with an Agency Agreement.	anditions of and in effect colorado (Com s, and conditariff provisterence shall be Commission to the conditions at the other commission.	Company's applicable t with the Public mmission). itions as set out in sion which are l at all times be n upon notice and n the event that any take any action s of this agreement, er parties at the or nomination, gas
Advice Letter Number 63		Issue Date
Officer, Title Decision Number		Effective Date

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T30
ancels		Sheet No

CO PUC No. 2

	Cancels Sheet No. 130 Sheet No. 130
	FIRM GAS TRANSPORTATION SERVICE AGREEMENT
and Firm Supply Agreement shall set forth in the in Exhibit forth in Exhibit 3) Bac supplies of Ship shall sell to Sh meet Shipper's h the individual D Shipper does not Backup Supply Sc All natura Sales Charge spe 4) Ter Date of the Agree Termination Date terminated by e the primary term 5) Not that either para	Reservation Service provided by Company under this Service be paid for by Shipper at the charges under the standard rate a Company's gas transportation tariff unless otherwise specified Applicable facility charges shall be paid at the rate set terminal to the supply Sales and Service: In the event that adequate poer's Gas are not available for receipt by the Company, Company supper sufficient quantities of natural gas as area necessary to packup natural gas supply needs, up to the Peak Day Quantity at pelivery Point(s) to Shipper as specified in Exhibit If the purchase Firm Supply Reservation Service, Company will provide envice on an interruptible basis, as available. The purchase Firm Supply Reservation Service, Company will provide envice on an interruptible basis, as available. The purchase Firm Supply Reservation tariff. The Effective Date: Service shall begin on the Commencement between the specified on Exhibit, and shall continue until the generate of that Agreement, and from year to year thereafter unless of that Agreement, and from year to year thereafter unless of the party upon thirty (30) days written notice at the end of more any succeeding year thereafter. The interpolation is the party regarding this is the parties shall designate in writing:
Company: Payments only:	Colorado Natural Gas Inc.
All Others:	Colorado Natural Gas Inc. PO Box 270868 Littleton, CO 80127
Advice Letter Numbe	r63

Advice Letter Number <u>63</u>		Issue Date
	Officer, Title	
Decision Number		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 160 of 175

COLORADO NATURAL GAS, INC.

COLORADO NATURAL GAS, INC.	CO PUC No	2
P.O. Box 270868		

Littleton, CO 80127			
	Cancels	<u>Original</u>	Sheet No. T31 Sheet No.
	FIRM GAS TRANSPORTATION SER	VICE AGREE	MENT
SHIPPER:			
Invoices Only:	<u>All</u>	Others:	
	Phone #:		Phone #:
	Fax #:		Fax #:
be considered as or when transmitt 6) Assign assigned by either party and shall a assignment of Serveither party. 7) Cancer supersedes, cancer the following agroument No Dated: 8) Cancer longer requires alternate transported of the Contrapay Company a term and the Firm Capmonths remaining 9) Exhib	llation of This Service Agree Firm Transportation service tation service of converts that the converts of the converts of the converts of the convertion of	en Service or written orovided he unreasonab ent: Thi date of t eement: Ir te and Rec to an alter t Contract e Firm Sup e, multipl Exhibits	Agreement shall not be a consent of the other creunder. Consent for ly withheld by or from as Service Agreement this Service Agreement, at the event Shipper no ceiving Party obtains nate fuel prior to the Period, Shipper shall ply Reservation Charge
Advice Letter Number <u>63</u>	<u> </u>		Issue Date
Decision Number			Effective Date

CO PUC No. 2

	Cancels Sheet No. T32 Sheet No. Sheet No.
FIRM GAS TRANSP	PORTATION SERVICE AGREEMENT
	rties have executed this Firm Gas as of the day and year first above written.
Document #:	
Company: Colorado Natural Gas Inc.	Shipper:
Ву:	By:
Title:	Title:
Taxpayer ID #:	Taxpayer ID #:
Witness/Attest:	Witness/Attest:
Advice Letter Number 63	Issue Date
Decision Number	Officer, Title <u>Effective Date</u>
	Liledive Date

			(Cancels	Original		t No. <u> </u>	
				anceis		Snee	ι 1NO	
					Docur	ment No.		
			EXHTBI	Т				
	T	O THE FIR	M TRANSPORT			GREEMENT		
					(Shipp	per)		
				AND				
		COLORA	DO NATURAL	GAS I	NC. (Compa	any)		
1) PRI	IMARY RECE	CIPT POINT	'(S)					
Peak Day	Quantity,	Dth/Day_						
2) DEI	LIVERY POI	INT(S)						
Receiving Party & Service Addr.	Firm Capacity Peak Day Quantity	Service and Facility Charge	Transporta tion Commodity Charge	Term of Rate	Specific Facility Change	Date of First Delivery	Commenc ement Date of	Terminati on Date of Agreement
Addi.	Qualitity	Charge	Charge				Agreeme nt	Agreement
<u> </u>		_						
	ak Day Qua							
Capacity:	:		_Dth/Day					
Supply: _			_Dth/Day					
Advice Letter N	umher 63					lee	ue Date	
			Office	er, Title				
ecision Numbe	er					Effec	tive Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 163 of 175

Effective Date

COLORADO NATURAL GAS, INC.

Decision Number _____

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No	
Cancels	=	No. <u>T34</u> No
AGENCY AGREEMENT GAS TRANSPORTATION SERV (FOR USE WHEN RECEIVING PARTY HAS EXECUT		NT)
The undersigned, by and on behalf of Shipper), having a mailing address of hereby designates (Shipper's Agent), having a mailing address of Receiving Shipper's Receiving Shipper represents and between Colorad Receiving Shipper represents and warrants to Ship the GTSA. Receiving Shipper represents and warrants to Ship the term of this Agency Agreement, Receiving Shipper is and seligible to receive physical deliveries of gas from Company under 1. As of the effective date set forth below, Shipper's Agent manner, to act on Receiving Shipper's behalf in managing of Company under the GTSA: Access to Load Data. Receiving Shipper acknowledges addition, Shipper's Agent shall be authorized to obtain from Receiving Shipper's historical natural gas utilization at the Data.	o act on its behalf in perfunder the Gas Transporton Natural Gas, Inc. (Control of the transportation of per at the Delivery Point (Sper's Agent and Companishall remain the only ender the GTSA. Shall be authorized, in gas transportation serviced and agrees that, in order the GTSA in the control of the per's Agent shall have active the GTSA in the per's Agent shall have active the GTSA in the per's Agent shall have active the GTSA in the per's Agent shall have active the per's Agent shall have active the GTSA in the per's Agent shall have active the per's Agent shall have activ	orming certain tation Service company) and f gas supplies is) specified in my that, during the following es provided by for Shipper's excess to daily the GTSA. In a pertaining to
Authorized by Accept Receiving Shipper: Shippe	ed by er's Agent:	
Nomination and Scheduling. Shipper's Agent shall be au Receiving Shipper's behalf for each of the Delivery Point(s schedule gas to meet Receiving Shipper's daily volume regas transportation imbalances under the GTSA in ac Transportation Terms and Conditions on file and in effect f Shipper's Agent authorizes the following personnel from nominations for this purpose.	specified in the GTSA, equirements and to resoluce ordance with the Co rom time to time with the	and otherwise ve any and all mpany's Gas Commission.
Advice Letter Number <u>63</u> Officer, Title	<u>Issue</u>	<u>Date</u>

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 164 of 175

COLORADO NATUR P.O. Box 270868 Littleton, CO 80127	AL GAS, INC.		CO) PUC No	2
Zimeton, es ouiz		Cancels	Original	Sheet No. T3	
Name:	<u>Title</u> :		Phone	e Number:	
Upon termination of this A balancing provisions of C arrangements to resume runder the GTSA.	Company's Gas Transport nominations to ensure app	ation Tar ropriate q	iff, and Receiv juantities are no	ing Shipper shal	I make
Authorized Receiving	-	_	eted by er's Agent:		
the foregoing paragraph transportation imbalance any and all such imbalance are parties that similarly heart transportation imbalance of gas transportation imbalance Agency Agreement is hereof remain outstance Imbalance shall be allowhich Shipper's Agent based upon the total us such Imbalance arose. Cashouts or penalties unpaid, such outstank Agreements on the sar Receiving Shipper eleprovides for gas transprates and charges appraid and all such imbalance arose.		reby authres and Representation of Representatio	orizes Shipper'eceiving Shipper'eceiving Shipper's Agent for pures and agrees the ect Receiving Shipper's and agrees the ect Receiving Shipper'e solve such Imbarce Agreement to be Agreement to be Agreement dies due by Shipper responsibility be allocated in for allocating vieldges that, to (s) at charges a	s Agent to resolute a special sunder of the poses of managinat Company's remipper's share of basis. In the evid pursuant to the alance, such outse, including the GT aggregate Imbalance among such Imbalance quantity the extent the at less than the string the period in the extent the at less than the string the resolution of the extent the at less than the string the period in the extent the at less than the string the period in the extent the at less than the string the period in the extent the at less than the string the period in the extent the period in the period in the extent the at less than the string the period in the	tve gas mbining her gas eceiving gas eporting the gas ent this e terms tanding SA, for alances, in which harges, remain Service sties. A GTSA tandard
Advice Letter Number <u>63</u>				Issue Date	
Decision Number	Offic	cer, Title		Effective Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 165 of 175

COLORADO NATURAL GAS, INC.		CO PUC No. 2			
P.O. Box 270868					
Littleton, CO 80127	Cancels	<u>Original</u>	Sheet No Sheet No		
GAS TRANSPORTATI	ON TERMS AND) CONDITIONS	3		
Billing and Payment. Receiving Shipper hereby Agent hereby agrees to pay, Company's regular transportation services provided pursuant to the Call service provided by Company is for the benefit Receiving Shipper fails to make timely payment for the provision's of Company's Gas Transportation all service provided shall be subject to termination such termination of service is as a result of Shipper be entitled to continued service, regardless of who until Company receives full and complete paymes severally liable for all payments due and owing transportation service agreement between Agent term of this Agency Agreement any Imbalance in resolved by Agent Shipper in accordance with Corata basis to all Receiving Parties for which Age aggregate Imbalances, based upon the total usage such Imbalance arose. In the event any invoice penalties incurred as a result of Agent Shipper's charges and penalties shall be allocated to the Recallocating Imbalance quantities.	monthly invoices GTSA. Shipper's Age of Receiving Ship or service provided Tariff, this Agency on in accordance with a spent's failure either Receiving Shipper's Agent. Shipper's Agent. Shipper and Company for all shipper and Company's Gas Transent Shipper was a equantities of such amounts due s responsibilities had a spent shipper was a control of the such amounts due s responsibilities had a spent shipper was a control of the such amounts due s responsibilities had a spent shipper was a control of the such amounts due s responsibilities had a spent shipper was a spent shipper w	setting forth all gent and Receiving per, and in the e by Company, or a Agreement may with Company's of to make payment and Receiving services provide pany is suspended hipper which reresportation Tariff uthorized through Receiving Parties by Agent Shippinereunder remains	I applicable chargery applicable chargery shipper acknown went that Shipper's otherwise is in defaute to the revoked by Con Gas Transportations, Receiving Shipper payment to Shipper Shipper shall be juiced. In the evented or terminated on the allocated shall be allocated than Agency Agrees during the period er for charges, can unpaid, such outstanding	es for gase ledge that is Agent of ault under another is Agent of a result in the gase during the and is nother is Agent to be ement to be shouts outstanding utstanding outstanding	
Authorized by Receiving Shipper:		ted by er's Agent:			
Advice Letter Number <u>63</u>	Officer, Title		Issue Date		

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 166 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T37
Cancels		Sheet No

CO PUC No. 2

GAS TRANSPORTATION TERMS AND CONDITIONS

- 2. Shipper's Agent shall continue to act for Receiving Shipper in performing the above-indicated responsibilities for so long as this Agency Agreement remains in effect. This Agency Agreement may be terminated by Receiving Shipper effective upon the first day of any Month by providing written notice to Shipper's Agent and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Shipper's Agent by providing Receiving Shipper and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Shipper's Agent and Receiving Shipper. Shipper's Agent and Receiving Shipper acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying GTSA between Company and Shipper's Agent may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Shipper shall continue to honor any commitments made by Shipper's Agent to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Shipper upon revocation or termination of this Agency Agreement, or suspension or termination of the GTSA, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 3. All obligations of Shipper's Agent and Receiving Shipper to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 4. This Agency Agreement shall become effective as of _______

 This Agency Agreement is made and entered into this _______ day of ______, 20____.

 SIGNED: _______ (Receiving Shipper) (Shipper's Agent) _______ (print name)

 Title: ______ Title: ______

Advice Letter Number63_		Issue Date
_	Officer, Title	
Decision Number		Effective Date

COLORADO NATURAL GAS, INC.		(CO PUC No	2
P.O. Box 270868				
Littleton, CO 80127		0	G1	20
	Canaala	<u>Original</u>		
	Cancels		_ Sheet No	
GAS TRANSPORTATION T	TERMS AND	CONDITIO	NS	
STANDARD INTERRUPTIBLE GAS TRANSPO		SERVICE AC	GREEMENT	
This Agreement is made and entered by and between Colorado Natural Gas Inchereinafter called "Company" and address of,,	., PO Box	270868,	Littleton, CO, having a r	nailing
THE PARTIES	REPRESEN'	Γ:		
Shipper has by separate agreement hereinafter referred to as "Shipper's Gas Point(s): and Shipper will cause Shipper's Gas Point(s) as specified in Exhibit; Shipper has requested and Company Shipper's Gas from the Receipt Point(s) to in Exhibit, on an interruptible available for transportation of such gas; for the installation and maintenance cost for electronic metering for the facility THEREFORE, THE PARTIE 1) Shipper acknowledges that gas hereunder is subject to the terms and constransportation tariff as on file and in Commission of the State of Colorado (Commission of the State of Colorado)	to be deland agrees to the Delbasis as and Ships for a coy(s) spectage S AGREE as transpections of effect to the defect to the delay of	to received to received to received in long as a summanicate cified in the contact of Company with the contact of the the c	red to Deliver co Company's Re e and transpor nt(s), as spect system capacit es responsibil ion line necess Exhibit S: service provi 's applicable of	ceipt t ified y is ity sary - ded
Advice Letter Number <u>63</u>			Issue Date	
	icer, Title			
Decision Number			Effective Date	<u>}</u>

COLORADO NATURAL GAS, INC.	\mathbf{C}	O PUC No	2
P.O. Box 270868		_	_
Littleton, CO 80127			
	<u>Original</u>	Sheet No.	T39

	<u>Original</u> Sheet No. <u>T39</u>
	Cancels Sheet No
Т-	NTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT
1	NIERROPIIBLE GAS IRANSPORTATION SERVICE AGREEMENT
under this Servithe standard radiotherwise specification at the ration of the Company. Assumption of the Company. Assumption of the Agreement of the primary terminated by each of the primary terminated somethat either paragreement shall	tes and Payment: Transportation service provided by Company ice Agreement shall be paid for by Shipper at the charges under the set forth in the Company's gas transportation tariff unless fied in Exhibit Applicable facility charges shall be e set forth in Exhibit Exup Supply Sales and Service: Shipper shall have the option to Supply Sales Service if available for sale by Company in the mate supplies of Shipper's Gas are not available for receipt by all natural gas sold by Company to Shipper shall be at the Backup carge specified in the Company's gas transportation tariff. The effective Date: Service shall begin on the Commencement between specified on Exhibit, and shall continue until the e of that Agreement , and from year to year thereafter unless wither party upon thirty (30) days written notice at the end of mor any succeeding year thereafter. Lices: Except as otherwise provided, any notice or information try may desire to give to the other party regarding this be in writing to the following address, or such other address to parties shall designate in writing:
Company: Payments only:	Colorado Natural Gas Inc.
All Others:	Colorado Natural Gas Inc. PO Box 270868 Littleton, CO 80127
Advice Letter Number _	63 Issue Date
_	Officer, Title
Decision Number	Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 169 of 175

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

Cancels	Original	Sheet No. T40 Sheet No.

CO PUC No. 2

	INTERRUPTIBLE	GAS	TRANSPORTA	ATION	SERVICE	AGREEMENT
SHIPPER:						
Invoices Only	<u> </u>			All	Others:	
	Phone #:_ Fax #:_					Phone #:Fax #:

Routing communications, including monthly statements and payments, shall be considered as duly delivered or furnished three (3) days after being mailed or when transmitted electronically.

- <u>Assignment Consent:</u> This written Service Agreement shall not 6) be assigned by either party hereto, without prior written consent of the other party and shall apply only to the service provided hereunder. Consent for assignment of Service Agreement shall not be unreasonably withheld by or from either party.
- Cancellation of Prior Agreement: 7) This Service Agreement supersedes, cancels and terminates, as of the date of this Service Agreement, the following agreements and any amendments:

Document No. Dated:

- Cancellation of This Service Agreement: Shipper may cancel this Service Agreement upon thirty (30) days written notice. If Receiving Party then chooses to purchase gas from Company, that purchase shall be subject to the Commercial Gas tariff and the General Terms and Conditions on file and in effect with the Commission. Shipper shall be responsible for any costs which may be incurred by Company due to such termination.
- Exhibits and Addendums: All Exhibits attached hereto are incorporated into the terms of this agreement.

Advice Letter Number __63__ Decision Number XXXXXXXX Issue Date

Officer, Title

Effective Date

CO PUC No. 2

	Cancels	<u>Original</u>	
INTERRUPTIBLE GAS TE	RANSPORTATION	SERVICE AC	GREEMENT
IN WITNESS WHEREOF, the par Transportation Service Agreement and Document #:	as of the day		
Company: Colorado Natural Gas Inc.		pper:	
By:	Ву:		
Title:	Tit	:le:	
Taxpayer ID #:	Tax	xpayer ID #:	:
Witness/Attest:	Wit	ness/Attest	: :
Advice Letter Number <u>63</u>	O#: T:::		Issue Date
Decision Number	Officer, Title		Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 171 of 175

COLORADO NATURAL GAS, INC.

	CO PUC No.	2
Original	_ Sheet No.	T42

					Canc	els	_ S	heet No	_
						Document No.			
			in thumbo		HIBIT	 'ATION SERVICE	y CDE	DMDNTT	
		10 11	TE THIERK	OPIIDLE 1	BETWEEN		AGRE	EMEN 1	
						(Shipper)		
					AND				
			COLC	RADO NATU		INC. (Company	·)		
1) PR	IMARY	RECEIPT	POINT(S)						
								_	
Maximum 1	Daily	Transpor	tation Q	uantity,	Dth/Day_			_	
2) DE:	LIVER	Y POINT(S	3)						
Receiving	MDTQ	On-Peak	Service	Specific	Date	Transportation	Term	Commencement	Termination
Party and Service		Demand	and	Facility	of	Commodity	of	Date of	Date of
Address		Quantity	Facility Charge	Charge	First Delivery	Charge	Rate	Agreement	Agreement
L									
Total Pe									
Capacity	:		Dt	h/Day					
Supply:			Dt	h/Day					
Advic	e Letter	Number6	<u> </u>		011: -			Issue Date	
Decis	ion Nun	nber			Officer, T	ue	<u> </u>	Effective Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 172 of 175

COLORADO NATURAL GAS, INC.

Decision Number _____

COLORADO NATURAL GAS, INC.	CO PUC No. 2
P.O. Box 270868	
Littleton, CO 80127	
	nal Sheet No. T43
Cancels	Sheet No
AGENCY AGREEMENT GAS TRANSPORTATION SERVICES	
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SE	ERVICE AGREEMENT)
The undersigned, by and on behalf of	(Receiving
Shipper), having a mailing address of	(Neceiving
, hereby designates	
(Shipper's Agent), having a mailing address of, as its agent, with full authority to act of	on its hehalf in performing certain
of Receiving Shipper's responsibilities, as specified below, under	
Agreement dated, by and between Colorado Nat	ural Gas, Inc. (Company) and
Receiving Shipper, Contract No (GTSA), providing for the by Company from Company's Receipt Points to Receiving Shipper at	
the GTSA. Receiving Shipper represents and warrants to Shipper's	
the term of this Agency Agreement, Receiving Shipper is and shall re	main the only end-use customer
eligible to receive physical deliveries of gas from Company under the	GTSA.
2. As of the effective date set forth below, Shipper's Agent shall	
manner, to act on Receiving Shipper's behalf in managing gas tra Company under the GTSA:	nsportation services provided by
Company under the GTSA.	
Access to Load Data. Receiving Shipper acknowledges and ag	
Agent to carry out its responsibilities hereunder, Shipper's Agent transportation quantities for all Receipt Point(s) and Delivery Po	
addition, Shipper's Agent shall be authorized to obtain from Co	
Receiving Shipper's historical natural gas utilization at the Delivery	y Point(s) specified in the GTSA.
Authorized by Accepted by	y
Receiving Shipper: Shipper's	Agent:
Nomination and Scheduling. Shipper's Agent shall be authorized	ed to nominate to Company, on
Receiving Shipper's behalf for each of the Delivery Point(s) speci	ified in the GTSA, and otherwise
schedule gas to meet Receiving Shipper's daily volume requiren	
gas transportation imbalances under the GTSA in accorda Transportation Terms and Conditions on file and in effect from tir	
Shipper's Agent authorizes the following personnel from its	
nominations for this purpose.	
Advice Letter Number 63	Issue Date

Officer, Title

Effective Date

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 173 of 175

COLORADO NATURA P.O. Box 270868 Littleton, CO 80127	L GAS, INC.		CO	PUC No	2
		Cancels	Original	Sheet No. T4 Sheet No.	
Name:	<u>Title</u> :		Phone	e Number:	
Upon termination of this Agbalancing provisions of Colarrangements to resume no under the GTSA.	mpany's Gas Transpor	rtation Tar	iff, and Receivi	ing Shipper shal	l make
Authorized Receiving Sh		-	oted by per's Agent:		
Aggregate Balancing. In the foregoing paragraph transportation imbalances any and all such imbala transportation service ag Parties that similarly have transportation imbalances of gas transportation imbalances of gas transportation imbalances. Agency Agreement is rehereof remain outstandin Imbalance shall be allocated which Shipper's Agent with based upon the total usage such Imbalance arose. Cashouts or penalties incurpaid, such outstandin Agreements on the same Receiving Shipper elect provides for gas transportation and charges applied standard gas transportation. Authorized is Receiving Shipper	Receiving Shipper has incurred under the Green new with imbalances in preement(s) between Cover designated Shipper's and Shipper's alances for the GTSA was attributable to Shipper voked or terminated arg and Shipper's Agent an	ereby auth TSA on R incurred for ompany and s Agent and cknowledge vill not reflect r's Agent of and any Implementation fails to rest to all Service an Agence and Agence	corizes Shipper' eceiving Shipper' eceiving Shipper or similar time part of the similar time and agreement of the similar time allocated on for allocating wiedges that, to similar to the similar time part of the similar t	s Agent to resoler's behalf by corperiods under other gent, or other Reposes of managinat Company's rehipper's share of basis. In the evid pursuant to the lance, such outsing the period in per's Agent for collities hereunder among such almbalance quantion the extent the others.	ve gas mbining ner gas receiving ng gas reporting the gas rent this reterms tanding TSA, for lances, n which harges, remain Service ties. A GTSA randard
Advice Letter Number 63		T:		Issue Date	
Decision Number	Off	ficer, Title		Effective Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 174 of 175

COLORADO NATURAL GAS, INC.		C	CO PUC No.	
P.O. Box 270868 Littleton, CO 80127				
Entheton, CO 80127	Cancels	Original	Sheet No Sheet No	
GAS TRANSPORTATI	ON TERMS AND	CONDITIONS		
Billing and Payment. Receiving Shipper hereby a Agent hereby agrees to pay, Company's regular transportation services provided pursuant to the Gall service provided by Company is for the benefit Receiving Shipper fails to make timely payment for the provision's of Company's Gas Transportation Tall service provided shall be subject to termination such termination of service is as a result of Shipper be entitled to continued service, regardless of whe until Company receives full and complete paymer severally liable for all payments due and owing transportation service agreement between Agent term of this Agency Agreement any Imbalance incresolved by Agent Shipper in accordance with Corrata basis to all Receiving Parties for which Age aggregate Imbalances, based upon the total usage such Imbalance arose. In the event any invoice penalties incurred as a result of Agent Shipper's charges and penalties shall be allocated to the Recallocating Imbalance quantities.	monthly invoices GTSA. Shipper's Ago of Receiving Ship reservice provided fariff, this Agency on in accordance with the Shipper's Agent's failure fether Receiving Shot. Shipper's Agent Company for all Shipper and Company for all Shipper and Company's Gas Trannt Shipper was a quantities of such amounts due is responsibilities hipper shipper and company's Gas Trannt Shipper was a quantities of such amounts due is responsibilities hipper's Agent Shipper was a quantities of such amounts due is responsibilities hipper's Agent Shipper was a quantities of such amounts due is responsibilities hipper's Agent Shipper was a quantities of such amounts due is responsibilities hipper's Agent Shipper was a quantities of such amounts due is responsibilities hipper's Agent Shipper's Agent	setting forth all gent and Receiving per, and in the experience of the company, or company, or company is the company's Ground and Receiving services provided pany is suspendent and Receiving pany is suspendent per which remainsportation Tariff athorized through Receiving Parties by Agent Shippenereunder remainsper and Receiving Parties and Receiving Parties are company is suspendent through the company is suspendent to the company in the company is suspendent to the company is suspen	applicable charge g Shipper acknown that Shipper otherwise is in defice revoked by Corosas Transportation, Receiving Shipper shall be ed.6.) In the every don't the shall be allocated an Agency Agrist during the period or charges, can unpaid, such or services of unpaid, such or services and such or charges, can unpaid, such or charges, can unpaid, such or contract that shall be allocated and appears of the period of the	ges for garvledge than a second of the gard of the gar
Authorized by Receiving Shipper:		ted by er's Agent:		
			Issue Date	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 175 of 175

CO PUC No. 2

COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T46
Cancels		Sheet No

GAS TRANSPORTATION TERMS AND CONDITIONS

- 2. Shipper's Agent shall continue to act for Receiving Shipper in performing the above-indicated responsibilities for so long as this Agency Agreement remains in effect. This Agency Agreement may be terminated by Receiving Shipper effective upon the first day of any Month by providing written notice to Shipper's Agent and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Shipper's Agent by providing Receiving Shipper and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Shipper's Agent and Receiving Shipper. Shipper's Agent and Receiving Shipper acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying GTSA between Company and Shipper's Agent may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Shipper shall continue to honor any commitments made by Shipper's Agent to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Shipper upon revocation or termination of this Agency Agreement, or suspension or termination of the GTSA, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 3. All obligations of Shipper's Agent and Receiving Shipper to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.

Advice Letter Number63_		Issue Date
_	Officer, Title	
Decision Number		Effective Date