

P.O. Box 270868 • Littleton, Colorado 80127 • Phone (303) 979-7680 • Fax (720) 981-2129 • www.ColoradoNaturalGas.com

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



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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%



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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 Telephone: (720) 981-2127

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

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

Tim Johnston, P.E., Executive Vice President



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



## 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**

<sup>\*</sup> 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%

<sup>\*\*</sup> 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

<sup>\*\*</sup> 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 NATURAL GAS, INC. CO PUC No. 2 P.O. Box 270868 Littleton, CO 80127 Original Sheet No. <u>1</u> Sheet No. Cancels SCHEDULE OF RATES **FOR** NATURAL GAS SERVICE AVAILABLE IN THE ENTIRE TERRITORY SERVED BY COLORADO NATURAL GAS, INC. 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 9 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2		
Littleton, CO 80127	Cancels	Original	Sheet No. 2 Sheet No	
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	This Tariff is the Colorado Nati			
Advice Letter Number <u>63</u>	Officer,	Title	Issue Date	

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

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

CO PUC No. 2

## COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No.	3
Cancels	<u>-</u>	Sheet No.	

TABLE OF CONTENTS			
She	eet No.		
Title Page			
NATURAL GAS SALES AND TRANSPORTATION RATES			
Rate Schedule Summation Sheet			
GAS RATE ADJUSTMENTS			
Franchise Fee SurchargeOccupation 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. 4
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 Indicates changed regulation С 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	2708	868
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

<b>COLORADO</b>	NATURAL	GAS.	INC.

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 $\frac{1}{2}$ of 32, all of 30,31
7 South	71 West	E % 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	77 West	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 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 14 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2  Original Sheet No. 5B
Cancels	Sheet No
MOUNTAIN DIVISION TER	RRITORY SERVED
Natural Gas Service is supplied in the following ter communities which are contained within this applicable rate schedules.	ritory and in the cities, towns, and sterritory. For rates available see the
FORMER BAILEY DIVIS	ION – CONT'D
This territory includes the following communities:	
Mountain View Lakes, Elk Falls Ranch, Woodside, High Chilton's Subdivision, Jim's Subdivision, Linn's Subdivision, Jim Holt Subdivision, Will 0 Wisp, Roland Burland Meadows, Trails West, Bailey Mountain, Dou Subdivision, Hill and Dale Subdivision, Mill Iron D, Ranchos, Deer Creek Estates, Elk Horn Acres, D Ranch Estates, Highland Park, Royal Ranch, Charmate Acres, Horseshoe Park, Bailey Estates, Parkview Bailey, Glen-Isle, Brookside Subdivision, Fitzsim	Subdivision, Wandcrest Park, McKinley Valley, Burland Ranchettes, Park 80 West, uble S Ranchettes, Arcadia, Ravenswood Friendship Ranch, Deer Creek Valley ream Lake Heights, Bakers Acres, KZ ella Park, Elk Creek, Harris Park, Double C Subdivision, Bailey View Subdivision,
Homestead, Golden Meadows, The Bluffs, Halm,	
Aspen Springs, Forest Hills, Chalet Park, Lakeside, Bun Missouri Lakes subdivisions, Conifer Mountain, Evergreen Meadows, Conifer Me Forest, Evergreen Hills, Buffalo Park, Piano Wamblee Valley, Glen Elk and Alpine Hills subdivisions.	adows, Black Mountain Estates, Brook Meadows, Rampart Highlands, Shiloh,
Fairplay, Alma, Blue River	

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 15 of 175

COLORADO NATURAL GAS, INC.			CO PUC N	No	2
P.O. Box 270868					
Littleton, CO 80127					
		Original		Sheet No.	5C
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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

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COLORADO NATURAL GAS, INC.		CO PUC No.	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet 3	No. <u>6</u>
Car	ncels	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	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 P	arts of 31, 32, 33
20 South	66 West P	arts of 4, 8, 9, 16, 17, 18, 19, 20, 21
20 South	66 West A	ll of 5, 6 , 7
20 South	67 West A	ll of 1, 2, 11, 12
20 South	67 West P	arts of 13, 14
19 South	67 West P	arts 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

#### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 6C
Cancels		Sheet No.

CO PUC No. 2

#### 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

<u>Township</u>	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

<u>Township</u>	<u>Range</u>	Sections
20 South	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 ¼ 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 ½ 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, thence along the south property lines of LOTS 5-8 BLK 6 TR 242 to the West ROW of Paseo Dorado Dr, thence Southeasterly along the West ROW of Paseo Dorado Dr to the northern most corner of LOT 1 BLK 7 TR 242, thence in a Southwest direction to the Southwest corner of LOT 1 BLK 7 TR 242, thence in a Southwest direction along the southern property lines of LOTS 1-14 BLK 7 TR 242 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 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 ¼ of Section 9 Township 20 south Range 65 West located North of US Highway 50.

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

#### COLORADO NATURAL GAS, INC.

P.O. Box 270868		
Littleton, CO 80127		
	<u>Original</u>	Sheet No. 6F
	Cancels	Sheet No.

## **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 NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 7
Cancels	-	Sheet No.

CO PUC No. 2

EASTER	RN 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  Township	Rango	Sections
	Range FO West	
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 5 South	59 West 60 West	5-9, 16-22, 27-33 1-5, 9-15, 23-26, 36
Cheyenne County Township	Range	Sections
15 South	48 West	4, 5, 8, 9
Elbert County		
Township	<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 270868 Littleton, CO 80127

Original	Sheet No. 8
Cancels	Sheet No.

CO PUC No. 2

	NATURAL GAS F RATE SCHEDULE SUMM ALL DIVISION	IATION SHEET		
RESIDENTIAL				
Rate <u>Schedule</u>	Type of <u>Charge</u>	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 N P.O. Box 270868 Littleton, CO 80			CO PUC No. 2
<b></b>		Original	Sheet No. 9 Sheet No
LARGE COMME	RATE SCHEDU ALL DIVI	RAL GAS RATES LE SUMMATION SHEET ISIONS – CONT'D	
LC-EC X	Service and Facility Distribution Charge Commodity Charge Upstream Pipeline Cha G-DSMCA	Therms Therms Therms	\$40.00 \$0.3861 Sheet No. X Sheet No. X Sheet No. X

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 26 of 175

#### 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 Units Rate

ALL Service and Facility --- \$150.00

Reservation Charge Pursuant to Contract

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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

Firm Supply Reservation 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 27 of 175

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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 11
Cancels		Sheet No

CO PUC No. 2

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

#### INTERRUPTIBLE GAS TRANSPORTATION SERVICE

Rate Type of Billing Base
Schedule Charge Units Rate
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

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	Original	Sheet No. 12
Cancels		Sheet No.

CO PUC No. 2

P.O. Box 270868 Littleton, CO 80127

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

#### **APPLICABILITY**

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. P.O. Box 270868		CO PUC No	D2
Littleton, CO 80127			
	Original	Sh	eet No. 13
Cance			eet No
NATURAL (	GAS RATES		
MOUNTAIN DIVISION MOUNTAIN AN RESIDENTIAL	ID EASTERN CO GAS SERVICE	LORADO DIVISION	<b>1</b> S
Service under the terms of this rate schedule Lateral Connection and Distribution Main Ex R38 through R50.		=	
Advice Letter Number <u>63</u>		<u>Issue</u>	 Date
	ficer, Title	O 90427	
7810 Shaffer Parkwa Decision Number	ıy, #1∠∪, Littleton, C	O 80127 <u>Effectiv</u>	<u>e Date</u>

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

COLORADO NATURAL GAS, INC.	СО	PUC No. 2	1
P.O. Box 270868			
Littleton, CO 80127	Original	Sheet No. 14	
Cancels	Original	Sheet No.	
NATURAL GA: FIRM GAS TRANSPOR SCHEDUL	TATION SERVICE		
<u>APPLICABILITY</u>			
Applicable to Shippers having acquired by separate agree and where Company has available System capacity in existing firm gas sales Customers and firm Shippers. See Shipper's Gas from Company's Receipt Point(s) to the Disystems. Service provided hereunder shall be in accorded Agreement (Service Agreement) between Company and Transportation Service provisions and the General Trans Gas Transportation Tariff. Firm Capacity and Firm Supposhall be designated for Receiving Party(s) at specific Designated	xcess of that presently revice is applicable to firm Delivery Point(s) through ance with the Firm Gas I Shipper, and the requiresportation Terms and Coly quantities reserved un	required for service to m transportation of both of the Company Transportation Servic rements of the Firm G conditions of Company	y's ce Gas y's
LOST AND UNACCOUNTED FOR ("L&U") REIMBURSI	EMENT		
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 Adjustn	rsement percentage sha	all be re-calculated	
CAPACITY INTERRUPTION OF SERVICE			
Transportation service in excess of Peak Day Quantity is Company's System. Should Company, in its sole judgme is unavailable, then Shipper is subject to immediate Cap those quantities in excess of Peak Day Quantity.	ent, determine that adeq	luate System capacity	-
Advice Letter Number <u>63</u>		Issue Date	I

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

P.O. Box 270868 Littleton, CO 80127    Cancels	COLORADO NATURAL GAS, INC	•	CO PUC No	2
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 for the remainder of the term of the Service Agreement.  Advice Letter Number 63				
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 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 63	Littleton, CO 80127	Original	Sheet	No 14A
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.				
SUPPLY CURTAILMENT OF SERVICE  Transportation service hereunder is subject to receipt of adequate supplies of Shipper's Gas by Company. If supplies of 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.				
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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.	SUPPLY CURTAILMENT OF 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.	If supplies of Shipper's Gas are not available Party, then Shipper may be subject to imme	e for receipt by Company	y or confirmed by Intercor	nnecting
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 63 Issue Date	FIRM CAPACITY SERVICE			
	System. Shippers desiring Firm Capacity Se submit to Company a Request for Transport Day Quantity for which Shipper desires Commade available to Shipper for and on behalf 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 or	ervice for or on behalf of tation Service for each D npany to reserve firm cap of of Receiving Party only available as soon as pray Point to provide such on sections of the Gas Trayerrun by Receiving Party	Receiving Party(s), are repelivery Point, which contapacity in its System. Firm acticable after Company of service, and will be subject ansportation Terms and City, the Company reserves	equired to ains the Peak Capacity is determines ect to the Conditions.
	Advice Letter Number63		Issue Date	<u>!</u>
		Officer, Title		<del>-</del>

Effective Date

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

Issue Date

Effective Date

P.O. Box 270868			
Littleton, CO 80127	Original	Sh	eet No. 14B
	Cancels		eet No
NA	ATURAL GAS RATES		
FIRM GAS T	RANSPORTATION	SERVICE	
SC	CHEDULE TF Cont'd		
FIRM CAPACITY SERVICE - Cont'd			
Shipper shall submit to Company re	evised Request for Gas	Transportation Service	any time
Shipper desires to change its Peak Day Qu	ıantity. The request will e	either be approved or o	denied by
Company within sixty (60) days of the recei	•		•
Shipper detailing the reasons for denial, as	· ·	•	-
enable Company to provide the requested:	•	<u> </u>	•
Service at the revised Peak Day Quantity w sufficient capacity to transport the revised F			
Capacity Interruption Sections of the Gas T			
will be specified in the Service Agreement	•		
Reservation Charge.	·	·	. ,
FIRM SUPPLY RESERVATION SERVICE			
Firm Supply Reservation Service is	an option that allows SI	hippers to pay a reserv	ation charge
giving Shipper rights to purchase Backup S		• •	• •
desiring Firm Supply Reservation Service a	•		•
Service between March 1 and April 1 of each	-	=	
Day Quantity that Shipper desires Compan Peak Day Quantity shall not be greater that		•	•
Capacity Service. Company will review initi	· · · · · · · · · · · · · · · · · · ·	and approved by Con	ipany for i iiii

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

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2
Littleton, CO 80127	Ori sin al	Chart No. 14C
	<u>Original</u> Cancels	Sheet No. 14C Sheet No.
		<del></del>
	JRAL GAS RATES	
	NSPORTATION SERV	/ICE
SCH	EDULE TF Cont'd	
SUPPLY CURTAILMENT OF SERVICE		
Transportation service hereunder is subject to f supplies of Shipper's Gas are not available for Party, then Shipper may be subject to immedianotification by Company.	or receipt by Company or co	nfirmed by Interconnecting
FIRM CAPACITY SERVICE		
Firm Capacity Service is required for those She System. Shippers desiring Firm Capacity Service submit to Company a Request for Transportat Day Quantity for which Shipper desires Compande available to Shipper for and on behalf of Firm Capacity Service will be made away that it has sufficient capacity for each Delivery Supply Curtailment and Capacity Interruption of the Intervention o	rice for or on behalf of Receivion Service for each Delivery any to reserve firm capacity if Receiving Party only.  Vailable as soon as practicab Point to provide such service sections of the Gas Transporrrun by Receiving Party, the	ving Party(s), are required to v Point, which contains the Peak in its System. Firm Capacity is alle after Company determines e, and will be subject to the retation Terms and Conditions. Company reserves the right to

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 34 of 175

COLORADO NATURAL GAS, INC.		CO PUC No	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet N	o. <u>14D</u>
Cancels	_	Sheet N	lo.

## 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
<del>_</del>	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

#### 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 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 36 of 175

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

	Original	Sheet No. 14F
Cancels		Sheet 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

### COLORADO NATURAL GAS, INC.

CO PUC No. \_\_\_\_\_2 P.O. Box 270868 Littleton, CO 80127 Origi<u>nal</u> Sheet No. 14G Cancels Sheet No.

### 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. P.O. Box 270868	CO PUC No. 2
Littleton, CO 80127	
Cancels	Original Sheet No. 14H Sheet No
NATURAL GA FIRM GAS TRANSPOR SCHEDULE T	RTATION SERVICE
COMMUNICATION LINE INSTALLATION AND MAINTE	<u>ENANCE</u>
and maintenance costs for a communication line nectransported.  Shipper will provide an "analog/pulse" communication cable, or properly mounted outdoor gradindex, plus an additional five feet for wiring of the inst Communication wire installation will be subject to the Nashall coordinate installation of the communication line will be subject.	dunication line to the meter via conduit, suitable the wire of sufficient length to extend to the meter truments prior to initiation of service by Company. The ational Electric Safety Code Requirement. Shipper with Company. The and cause any interruption in service over possible. Shipper or Receiving Party will notify event the communication line is out of service for a
TERMINATION CHARGE  In the event Shipper gives notice of its intention or all Delivery Points prior to the end of the Contract provided for in said Service Agreement, Shipper shall be equal to the Firm Capacity Reservation Charge and the multiplied by the Peak Day Quantity, as described in the	be obligated to pay Company a termination charge, ne Firm Supply Reservation Charge, if applicable,

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.

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

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC No. 2
Littleton, CO 80127  Cancels	Original Sheet No. 15 Sheet No
NATURAL GA INTERRUPTIBLE GAS TRAN SCHEDU	ISPORTATION SERVICE
APPLICABILITY	
Applicable to Shippers having acquired by separate agrand where Company has available System capacity in existing firm gas sales Customers and Firm Transportations are company's Receipt transportation of Shipper's Gas from Company's Receipt the Company's systems. Service provided hereunder so Transportation Service Agreement (Service Agreement) requirements of the Interruptible Gas Transportation Set Terms and Conditions of Company's Gas Transportation	excess of that presently required for service to ion Shippers. Service is applicable to firm of Point(s) to the Delivery Point(s) through both of hall be in accordance with the Interruptible Gas between Company and Shipper, and the rvice provisions and the General Transportation
LOST 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	
Transportation 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 capacity is unavailable, then
Advice Letter Number 63 Office	Issue Date r, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

Decision Number \_\_\_\_\_

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

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2		
Cancels	Original Sheet No. 15B Sheet No.		
NATURAL GA	AS RATES		
INTERRUPTIBLE GAS TRAN	ISPORTATION SERVICE		
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.			
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	ment, Company shall have the right to terminate		
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. In the event that adequate supplies of Shipper's Gas are not available for receipt by Company, Company shall sell to and Shipper shall purchase from Company at the Backup Supply Sales Charge, those quantities authorized for sale by the Company. 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.			

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 41 of 175

COLORADO NATURAL GAS, INC.		CO PUC No.	2
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet N	o. <u>15C</u>
Cancels	<del>-</del>	Sheet N	0.

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

### AUTHORIZED OVERRUN TRANSPORTATION SERVICE

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

COLOR	ADO	NAT	URAL	GAS.	INC.

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

### 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

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

# 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

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Decision Number	7810 Shaffer Parkway,	+ 120, LIMEIOH, CO 80	Effective Date	

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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**Effective Date** 

P.O. Box 270868 Littleton, CO 80127

Decision Number

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

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

# CO PUC No. \_\_\_\_\_2\_\_\_ COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127 Original Sheet No. 18 Cancels Sheet No. NATURAL GAS RATES FRANCHISE FEE SURCHARGE The monthly charge for natural gas service as determined from the Company's applicable gas rate schedules, 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 wherein the Company pays franchise fees, by the appropriate percentage as set forth in the franchise agreement between the Company and the municipality.

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

Decision Number \_\_\_\_\_\_\_ Effective Date

Issue Date

Advice Letter Number <u>63</u>

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>		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 48 of 175

	COLORAD	O	NAT	<b>URAL</b>	GAS.	. INC
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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.

### **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:

Mountain Division, Territories formerly known as:	Atmospheric Pressure	Billing Pressure	Pressure Correction Factor
Bailey Division, Bailey Service Area Bailey Division, Southpark Service Area	10.89 psia 9.87 psia	11.14 psia 10.12 psia	0.7563 0.6870
Cripple Creek Division	10.43 psia	10.12 psia 10.68 psia	0.8870
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	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 50 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>22</u>
Cancels		Sheet No

NATURAL GAS RATES GAS COST ADJUSTMENT							
А	В	С	D	Е	F	G	Н
Rate	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

Column E, the Upstream Cost in Column F and the Deferred Gas Cost in Column G.

For each Rate Schedule, the Gas Cost Adjustment, Column H, is the sum of the Commodity Cost in

Advice Letter Number <u>63</u>	<u> </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 PU	IC No2	
Littleton, CO 80127	Cancels	Original	Sheet No.22A Sheet No	
GAS	NATURAL GAS F			
For Schedules TF-B, TF-C, TF-PW, TI-highest of: (A) the Commodity Cost lisby the Company for gas for that service Colorado Interstate Gas Co. Rocky Mo Market Report. Added to this highest of	ted above in Colune area during the nuntains Monthly In	nn E, or (B) the highest nonth service is rendered ndex as published in the	commodity cost paid ed, or (C) the 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-imbound Schedules TF-B, TI-B, Schedules TF-C, TI-C Schedules TF-PW, TI-PW	ursement: 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 Number 63			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

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N GAS DEMAND SID	ATURAL GAS RA E MANAGEMENT	_	NT
Gas Demand-Side Management Cost Adju All sales rate schedules for natural gas ser Adjustment ("G-DSMCA") designed to pros Management Programs ("DSM Programs" 4750 through 4760 of the Commission's R of Colorado Regulations 723-4 ("Gas DSM calculated and applied to the billed amoun residential and commercial customers. The will be shown separately from the base rate projected for that year over a one-year per  DSM Plan Filing The initial DSM plan filings shall cover a D shall cover a DSM period of three years ur DSM plan applications are to be filed by M Plan Filings may be pursuant to the Gas D starget for DSM programs.	rvice are subject to spectively recover ) in accordance will ules Regulating G I Rules"). The G-D ts derived from the calculated G-DS es. The Companyiod with the G-DS SM period of two spless otherwise splay 1 of the final years	o a Gas Demand-Side prudently incurred of prudently incurred of the Gas Demand-Side as Utilities and Pipe DSMCA Factor shall be Company's base resided as the Covery portion of the Cover the art MCA Factor.  The Subsequence of the current DS are recovered by the Company of the	costs of Demand-Side de Management Rules de Management Rules de Management Rules de Management A Code de Separately ates schedules of on of the customer's bill annual expenditures dent DSM plan filings mission. Subsequent SM plan. Periodic DSM
Annual G-DSMCA Filing On or after January 1, 2009, the Company	will place into off	ect the new G-DSM	CA tariff pursuant to 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 53 of 175

### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 23A
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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

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Original	Sheet No. 23C

CO PUC No. 2

P.O. Box 270868 Littleton, CO 80127

	Original	_ Sheet No	23C
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
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

Orig	inal	S	heet No.	23D
Cancels		S	heet No.	

CO PUC No. \_\_\_\_\_2\_\_\_

### 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			
	Ori	ginal	Sheet No. 23E
	Cancels	_	Sheet No

### NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

### **RESIDENTIAL**

Rate		Sheet			
Schedule		No.	G-DSMCA Charge		G-DSMCA Factor
RG-M		Χ	Percentage applied to I	Base Rates	1.36%
RG-EC	Χ	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>		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 58 of 175

CO PUC No. \_\_\_\_\_2

Sheet No.

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

Original Sheet No. 24

### NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM

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### 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.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. 24A
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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. P.O. Box 270868	COI	PUC No. 2
Littleton, CO 80127  Cancel	Original ls	Sheet No. 24B Sheet No.
NATURAL GAS GAS DEMAND SIDE MANAGEME		ENT

### 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
_ <u>=_</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 61 of 175

Cancels  Original Sheet No. 24C Cancels  NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM  Household Tier Placement  Upon enrollment in the CAP and receipt of information from the Colorado State LEAP office, each eligible household will be placed into one of three benefit tiers based on a combination of the estimated gross annual income as a percentage of the Federal Poverty Level and the number of full time residents hat live within each household. The three benefit tiers are as follows:  Fier 1:  Households with an annual income at or below 125% of the Federal Poverty Level as established in the HHS Federal Poverty Guide will be placed in the first benefit tier. Customers in this tier can have no more than 2% of income be deemed affordable for home heating costs.  Fier 2:  Households with an annual income exceeding 126% of the Federal Poverty Level but not exceeding 150% of the Federal Poverty Level as established in the HHS Federal Poverty Guide will be placed in the second benefit tier. Customers in this tier can have no more than 2.5% of income be deemed affordable for home heating costs.  Fier 3:  Households with an annual income level that exceeds 151% of the Federal Poverty Level but does not exceed 185% of the Federal Poverty Level as established in the HHS Federal Poverty Guide will be placed in the third benefit tier. Customers in this tier can have no more than 3% of income be deemed affordable for home heating costs.  The program year is June 1 through May 31, and the enrollment period coincides with the LEAP application period of November 1-April 30. The Company will stop taking additional applications on April 30 or when funding has been depleted.	DLORADO NATURAL GAS, INC. D. Box 270868	CO PUC	No2
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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 62 of 175

COLO	)RAD	O NA	<b>TURAL</b>	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	NAT	'URAL	GAS,	INC.
COLORADO	NAT	URAL	GAS,	INC.

P.O. Box 270868 Littleton, CO 80127

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

CO PUC No. 2

### NATURAL GAS RATES GAS SERVICE LOW-INCOME PROGRAM

### Arrearage Forgiveness Contd.

In the event that a participant fails to pay the monthly charges during the CAP year for which they are liable, the service account will be removed from the arrearage forgiveness portion of the program at which point the service account is subject to existing company policies in its regular collection cycle. Removal from the arrearage forgiveness portion program does not remove the household from the bill credit portion of the CAP.

The arrearage forgiveness portion of the program, whether it is completed or not, is available to each service account once per lifetime.

By enrolling in CAP, participants understand and accept the inherent conditions under which the arrearage forgiveness program currently operates. In the event that the Company decides to change a component of the arrearage forgiveness program, customers will be notified and given the option to opt out of the program within sixty (60) days of notification to the Colorado Public Utilities Commission ("PUC") that the Company plans on implementing the program changes.

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

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC N	02
Cancels	Original	Sheet No. 24F Sheet No.
NATURAL GAS RATES GAS SERVICE LOW-INCOME PRO	GRAM	
Cost Recovery  All rate schedules for natural gas service are subject to a CAP char costs of the Low-Income Program. In accordance with 4 CCR 723-4 to recover certain costs associated with the program. A monthly characteristic commercial rate classes pursuant to 4 CCR 723-4-4412(c)(II)B will beginning on June 1.  The phase-in rate structure is as follows:	I-4412(e)(III)the Co arge applied to all re	ompany is allowed esidential and
Phase 1/Year 1 – \$.25 per month Phase 2/Year 2 – \$.28 per month Phase 3/Year 3 – \$.315 per month		
Refund  Total program cost will be calculated after April 30 of each year. In funds, the Company will provide an adjustment refund to all custom refund will be calculated by dividing the total over collected funds by commercial customers as of April 30 of that year.	ers posted in the m	nonth of June. The

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 65 of 175

### COLORADO NATURAL GAS, INC.

P.O. Box 270	868
Littleton, CO	80127

CO PUC No.	2
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	Original	Sheet No. R1
Cancels		Sheet No.

# **RULES AND REGULATIONS**

INDEX	ERVICES
	Sheet No.
INDEX	R1
GENERAL SUPPORT	R2
GENERAL – Applicable to All Natural Gas Service:	
Definition of Terms	R3-R7
Benefit of Services	R8
Choice of Rates	R8
Charges for Rendering Service	R9
Monthly Bills	R10-R11
Temporary or Intermittent Service	R11
Possession of Gas	R11
Customer's Installations	R11-R13
Protection of Subsurface Facilities	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
Letter Number <u>63</u>	<u>Issue Date</u>
Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO	

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 66 of 175

### COLORADO NATURAL GAS, INC.

P.O. Box	2708	868
Littleton.	CO	80127

CO PUC No.	2

Littleton, CO 80127	Cancels	Original	Sheet No. R1A Sheet No.
	RULES AND REGULATIONS		

### RULES AND REGULATIONS APPLICABLE TO ALL NATURAL GAS SERVICES INDEX - CONT'D Sheet No. STANDARDS - Applicable to All Natural Gas Service: System Operation and Maintenance......R19 Pressure.....R19 Measurement Equipment and Testing......R20-R23 Gas Property Determination......R26-R28 Gas Quality Specification......R29 SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY General Provisions......R35-R36 Definition of Terms......R37-R38 Gas Meter & Piping Installations......R39 Construction Allowance & Construction Payments......R40 Plan A – Permanent Service......R40-R42 Plan B – Indeterminate Service......R42-R43 Plan C – Temporary Service......R43 Calculation and Payments of Refunds......R44 Plan A – Permanent Service......R45-R46 Plan B – Indeterminate Service......R46 Plan C – Temporary Service......R47 Reinforcements......R47 Exceptions......R48 Applicability Limitations......R149 Construction Allowance by Service Class......R50

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 67 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC	C No2
Littleton, CO 80127			
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RULES AND REGULAT NATURAL GAS SER\ GENERAL STATEME	/ICE		
The following Rules and Regulations, filed with The Public Uti as part of the natural gas tariff of the Company, set forth the te gas service is supplied and govern all classes of service in all subject to termination, change, or modification, in whole or in of said Commission.	erms and territory	conditions unde served by the Co	r which natural ompany. They are
Service furnished by the Company is also subject to the Rules Commission of the State of Colorado. Copies of the Company inspection at the offices of the Company.		-	
Any waiver at any time of the Company's rights or privileges of the deemed a waiver as to any breach or other matter subsequents.			gulations will not

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 68 of 175

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

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# 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	<b>TURAL</b>	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	O NA	<b>TURAL</b>	GAS.	. INC.

P.O. Box	270	868
Littleton,	CO	80127

	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.

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

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	O NA	<b>TURAL</b>	GAS.	. INC.

P.O. Box	2708	868
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 PU	JC No. 2
P.O. Box 270868		
Littleton, CO 80127	Oni sin al	Chart No. D7
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RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL	S	
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 party(s) wherein the Company receives gas, or any other contractual sour	• •	•
Receiving Party(s) - The party or parties that receive gas from Company a	at the Delivery Point(s	s).
Refund of Construction Payment - Amount of Construction Payment re Company.	turned to customers	or assignees by the
<u>Service Laterals</u> - The supply pipe extending from the distribution main the main side of the meter.	to and including the	first valve or cock on
Standard Conditions - A standard temperature base of 60°F and a standard	rd pressure base of	14.73 psia.

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 73 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO	PUC No	2
Littleton, CO 80127	0 : 1	C1 4 NI	DZA
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RULES AND REGULATIO NATURAL GAS SERVIC GENERAL			
DEFINITION OF TERMS – CONT'D			
<u>System</u> - The pipelines, compressor stations, regulator stations, meters facilities owned by Company and utilized in providing sales and transpo		acilities and other	related
Total Annual Quantity - "Total Annual Quantity" shall mean the may obligated to deliver to Customer and Customer is entitled to receive under all executed Service Agreements under which Customer purchase	from Company du		
<u>Year</u> - A period of 365 consecutive days or 366 consecutive days if such therwise specified.	h period includes	February 29,	unless
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 74 of 175

### COLORADO NATURAL GAS, INC.

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

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## **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>		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

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P.O. Box 270868		
Littleton, CO 80127		
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	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:

- 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	Issue Date
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	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	<u>Original</u>	Sheet No. R11 Sheet No.
RULES AND REGULA <sup>-</sup> NATURAL GAS SER\ GENERAL		
TEMPORARY OR INTERMITTENT SERVICE  If service to customer is to be temporary or intermittent, ser involved will be at option of Company as set forth in Company's Service 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 excluresponsible for any such injury or damage.	n delivered to Customer at the	e 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, t service, quantity, capacity, and pressure desired by customer is ava to, Company's facilities will be required; and to secure definite locatic Company's natural gas facilities will connect to those of customer. E installations are made by customer which will materially affect the area change in the type of service or the	o enable Company to determi ilable; to determine if extensio on of the point of delivery, i.e., defore any additions to or alter	ne if the type of ns of, or additions point where rations of existing
Advice Letter Number <u>63</u> Officer_Titl		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 Littleton, CO 80127	(	CO PUC No.	2
Cancels	Original	Sheet No. R12 Sheet No.	
RULES AND REGULAT NATURAL GAS SERV GENERAL			
CUSTOMER'S INSTALLATION — CONT'D point of delivery, the Company must be notified reasonably in advan alterations in order that the Company may first determine if the servi necessary changes in the Company's facilities may be arranged for a All gas piping and other natural gas equipment on the custofurnished, installed and maintained at all times by the customer in correquirements of the Standards of the National Board of Fire Underwoof Piping, Appliances and Fittings for City Gas, any Municipal Ordina for injury or damage caused by defects in customer's piping or equipment or apparatus will be connected to Company's cause such an abnormal pressure variation in said system as to imp to other customers on said system or to adversely affect operation of equipment. In the event that equipment having a high instantaneous connected, customer shall provide adequate pulsation or surge tankmay 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 constitudistribution system, thereby necessitating a change in the location of Company will designate a new point of delivery and bear the expension, and customer, at his expense, will bring his piping to that new Service will be delivered to the customer for each premises Company. For the mutual protection of the customer and the Company The Company reserves the right to require the customer to change in meters or other apparatus or in their location made at the equipment of the Company will be removed or relocated only by empty.	ce desired is availar and completed. Omer's side of the proformity with good riters for the Installances or Codes. Coment. Is distribution systematic or endanger the demand such as a second and such as a second authorities to a few of gas is connected authorities to a few of relocation of point of delivery. Is at one point of delivery, only authorized any, only authorized are mount of the cust request of the cust	able and, if so, theat the coint of delivery will be a practice and with the ation, Maintenance and ompany accepts no liable method the protection of whice natural gas service suring or pressure regular a gas engine is to be and other protective devictore any equipment or end to Company's distribution of the point of delivery Company facilities to the demployees or agents the customer's gas pipmany for any cost due tomer. Meters and other	d Use bility ch may upplied ting lices as bution ling lices as for the bing.

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 79 of 175

COLOR	ADO	NAT	URAL	GAS.	INC.

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

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC No. 2		CO PUC No. 2		CO PUC No.	
Littleton, CO 80127	Original	Shoot No. D14				
Cancels	Original	Sheet No. R14 Sheet No.				
RULES AND REGULA NATURAL GAS SER GENERAL						
INDEMNITY TO COMPANY  Customer shall hold the Company harmless and indemnify persons or damage to property when such damage or injury results customer's side of the point of delivery unless caused by the neglig employees. "Customer" and "Company" as used herein shall included licensees or contractors of each of said parties, or persons acting we respective parties.	s from or is occasioned by the f lence or wrongful acts of Comp de without limitation the agents	facilities located on pany's agents or s, employees,				
PRIORITY OF SERVICE  In case of a shortage of supply, Company shall have the rate schedule, subject to the approval of the Commission. Specific existing and new customers in the event of natural gas supply shor general, it shall be the policy of the Company to allocate its natural priority system granting preference to customers receiving service is Schedule TF, then Schedule TI.	rules and regulations setting for tages are set forth elsewhere in gas supplies in a manner cons	orth limitations on n the tariff. In sistent with a				
Advice Letter Number <u>63</u> Officer, Ti	tle	sue Date				
7810 Shaffer Parkway, #120	), Littleton, CO 80127					

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
<del>_</del>	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 n 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	CO PUC No. 2		C No2
	Cancels	Original	Sheet No. R17 Sheet No.
RULES AND REGULA NATURAL GAS SER GENERAL			
A contract for natural gas service, or receipt of service by granting to Company an easement for gas mains, services, meters render service to customer. If requested by Company, customer, be Company's standard form of right-of-way agreement, granting to Coeasements for suitable location of Company's mains, services, met appurtenances on or across lands owned or controlled by customer to Company for all apparatus of Company located on customer's propremises by sale in such manner that one part shall be isolated for accessible, customer shall grant or reserve an easement for natural mains for the benefit of the isolated part.  **ACCESS FOR COMPANY'S EMPLOYEES**  The customer will provide access to his premises at all reaccompany for any proper purpose incidental to the supplying of natural company.	and other of service ompany, at the sers and means, and will for the service of t	equipment of Conce is connected, we to no expense there etering equipment furnish space and the event that customere Company's ce over part having mes for authorized	mpany necessary to vill execute efore, satisfactory t, and other shelter satisfactory stomer shall divide s gas mains are ng access to gas
Advice Letter Number <u>63</u> Officer, Ti	tle	<u>1</u>	ssue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

Effective Date

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

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2	
Cancels	Original Sheet No. R18 Sheet No.	
RULES AND REGULA NATURAL GAS SEA 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 quato any other person or persons on the customer's premises or for ucustomer may, however, check-meter tenants, lessees, or other perdistributed for the purpose of reimbursing the master-metered cust. The Company reserves the right to refuse to furnish natural gas se such service is for the purpose of resale by customer to others. In herewith, Company shall have the right to discontinue service to customers who wish to dispute any action of the Company Colorado Public Utilities Commission, External Affairs Division, in velephone 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 of the complaint.	antity of natural gas and resell the same as such use on any other premises. A master-metered ersons to whom ultimately the natural gas is tomer by an appropriate allocation procedure. ervice to any customer where the purchase of a the event natural gas is resold in conflict ustomer.  In may file an informal complaint with the writing at 1580 Logan St, OL2, Denver, CO, or by ill investigate promptly all complaints made by its ecord will include: the name and address of the	
Advice Letter Number <u>63</u> Officer, T		

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

COLORADO NATURAL GAS, INC.	CO PUC N	0	2	<u> </u>
P.O. Box 270868				
Littleton, CO 80127				

	Original	Sheet No. R19
Cancels		Sheet No.

# RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

## SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate and maintain its natural gas systems in such manner as to furnish good, safe, adequate and continuous natural gas service in accordance with the Rules and Regulations of the Public Utilities Commission of the State of Colorado.

- a. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage of same and, excepting interruptible service, interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, authority and orders of government, flood, storms, fires, strikes, riots, or war.
- b. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas.
- c. Interruptions of service, however, will not relieve customer from any charges for service actually supplied, nor will accidents to customer's equipment or machinery, or failure of customer's installation, not due to fault of Company, relieve customer of payment of minimum charges under the rate schedule or contract applicable.

### **PRESSURE**

For service at normal delivery pressure the gas will be delivered at a pressure of six inches water column, plus or minus two inches water column. Gas may be delivered at higher pressure where operating conditions are such that the Company deems a higher pressure necessary. However, Company reserves the right to specify the pressure to be carried at the point of delivery. The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable.

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 86 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC	No2	
Littleton, CO 80127			
Cancels	Original	Sheet No. R20 Sheet No.	
RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS			
MEASUREMENT OF SERVICE			
Volume Determination  Gas volume determination shall be done by metering which conforms to appropriate industry standards or practices, or for gas received, by methods as agreed upon. Appropriate industry standards shall include but not be limited to the 1981 edition of AGA Report No. 7, Measurement of Fuel Gas by Turbine Meters. The Company may adopt any subsequent amendments in the exercise of its reasonable judgment.  New Measurement Techniques  If, at any time during the term hereof, a new standard method or technique is developed in the gas industry for gas measurement or the determination of the factors used in such measurement, the Company may substitute			
such new method or technique.  MEASUREMENT EQUIPMENT AND TESTING			
Testing Equipment  The Company will provide such testing equipment and instrumentatio 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 g exercise reasonable means to determine and maintain the general accuracy of equipment.	of Colorado. The Cas industry. The Co	company shall mpany will	

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 87 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2			2
Cano	cels	<u>Original</u>	Sheet No Sheet No	
RULES AND REGULATION NATURAL GAS SERVICE STANDARDS				
MEASUREMENT EQUIPMENT AND TESTING – CONT'D				
Measurement Equipment The Company will install, maintain, and operate, or cause to be measuring stations equipped with flow meters and/or other necessary methe billing unit of gas received or delivered shall be determined. For gas responsible party may be as agreed upon.  Accuracy and Routine Testing	eterir	ng and measuring e	quipment by w	
The Company will exercise reasonable means to determine and natural gas meters in use. All meters will be tested for accuracy of adjust and shall be tested in accordance with the test schedule hereinafter set f meters shall be adjusted to register within one percent of accuracy.	men	t and registration be	efore installation	on
a: Diaphragm Type Meters				
All diaphragm meters shall be tested in accordance with concerning the service of Gas Utilities. If inaccuracy is found, meters shall be accuracy when passing gas at twenty percent of the meter's rated cap inch water column, as soon as practicable.	all be	adjusted to register	r within one pe	ercent
Advice Letter Number 63 Officer, Title		<u>ls</u>	sue 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

COLORADO NATURAL GAS, INC. P.O. Box 270868	CO PUC	C No2
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 b: Rotary Displacement Type Meters		
(1) Meters having a rated capacity of 7,000 cubic fe- column differential shall be tested at least once in five years.	et or less per hour at	one-half inch water
(2) Meters having a rated capacity of more than 7,00 20,000 cubic feet per hour at one-half inch water column differential shall be years.	•	
c: Turbine type meters shall be spin tested at least once ead at intervals not to exceed five years, turbine meters shall be tested by mean		e of a spin test, but
Testing upon Request  The Company, at any time, may test any of its meters. Upon written will test the accuracy of the delivery meter installed at customer's premises tested within the 12-month period just prior to such request. Any meter so the average accuracy of the meter is within 1% plus or minus.	free of charge if said	meter has not been

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
Cancels		Sheet No.

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>		<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 90 of 175

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GAS BILLIN	G – CONT'D			
(b)	calculated by multiplying th	oilling unit shall be energy (The e determined volume of the gas ture and other correction factors	s by the heating value	
percent (1%)	pon any test, the measuring	equipment in the aggregate is accurately determined shall be		-
	used, for a period equal to amounts, provided said adj	is found to be more than 1% fas one-half the time since the prev ustment period shall not exceed tween the bills as rendered for s	rious test, and will re- d 2 years, and Compa	bill the adjusted any will refund to
		found to be more than 1% slow rendered and corrected bills for exceed six months.		
	the Company may collect for to six months for Residentia	ot to register, to register intermi or the gas service used but not al/Small Commercial/Agricultura shall be no limitation for collection	registered on the met al gas service or twen	ter for a period limited ty-four 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

Effective Date

COLORADO NATURAL GAS, INC. CO PUC No		UC No2	
P.O. Box 270868			
Littleton, CO 80127			
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NATURAL (	REGULATIONS GAS SERVICE NDARDS	5	
GAS BILLING – CONT'D			
Billing Errors  The Company will exercise all reasonable mean service. Customer agrees to accept the Company's accelerrors in billing occur, Company shall refund to customer and, likewise, shall have the right to collect from custome Commercial/Agricultural Service, the time period for billin months. For all other rate classes, the period of time for twenty-four months. The provisions of this tariff sheet sh way involved in energy diversion or in cases of subterfug	ounting for gas me the amount of an er the amount of a ng and collection for billing and collection all not apply to me	easurement and bil y overcharge havir ny undercharge. For billing errors sha ion of billing errors	ling. In the event ng resulted therefrom For Residential/Small all be limited to six shall be limited to
Advice Letter Number <u>63</u>	Officer, Title		Issue Date

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

Issue Date

Effective Date

COLORADO NATURAL GAS, INC.	CO PUC No.	2
P.O. Box 270868		
Littleton, CO 80127	Original S	Sheet No. R26
Cancels		Sheet No
RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS		
GAS PROPERTY DETERMINATION  Gas Properties which may be required for volume measurement or energ determined by appropriate industry standards or practices, or for gas received onto methods as agreed upon. Appropriate industry standards include but are not limite the Company may adopt any subsequent amendments to the standards in the exe	the system by any d to those reference	other ed herein, and
Heating Value (Hv) and Specific Gravity  The Hv and specific gravity may be determined by the use of on on-line in sampling device, a spot sample device, or for gas received onto the Company's sy 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 compressibil specific gravity calculations may be done in accordance with GPA Standard 2172-consistent with appropriate industry standards or practices.  For the purpose of calculating the Hv from the gas composition for gas redry if the actual water vapor content is less than 7 lb. water per Mmcf. The Company water vapor content in the gas if the content is in excess of 7 lb. water per Mmcf.	rstem by any other raph, and any similar with GPA Standard ity factors for use in 86, or by any other ceipts, the gas will be	method as device. Hv 12172-86, Hv and means de assumed

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 93 of 175

## COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

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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

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2	
Littleton, CO 80127			
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RULES AND REG NATURAL GAS STANDA	SERVICE		
GAS PROPERTY DETERMINATION – CONT'D			
Determination of Atmospheric Pressure  When the atmospheric pressure is required for volume or eneappropriate industry standards or practices or for gas received			nined by
Advice Letter Number <u>63</u> Offic	cer, Title	<u>lss</u>	sue Date
7810 Shaffer Parkway		80127	

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 95 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. R29 Sheet No.	
RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS		
GAS QUALITY SPECIFICATIONS		
Minimum Heating Value The minimum monthly average heating value of natural gas delivered by the	e Company shall be 945 Btu/scf.	
Thermal Conversion  For purposes of converting to thermal billing equivalents, the Company shall sample points as determined on a periodic basis, but at least quarterly:	Il utilize the heat content at the following	
Shaffers Crossing Town Border Station for the Bailey Division. Trout Creek Creek Division.	Town Border Station for the Cripple	
Customers of the Company shall be assigned one of the above sample poir measured volumes to billing thermal equivalents.	nts for conversion of their monthly	

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 96 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO I	PUC No	2
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RULES AND REGULATIONS  NATURAL GAS SERVICE  SERVICE LATERAL CONNECTION AND DISTRIBUTION	MAIN EXTENS	SION POLICY	
These Rules and Regulations set forth the Service Lateral Connection and E Company available in all territory served by the Company.	Distribution Main	Extension Policy	of the
GENERAL PROVISIONS  The provisions of this policy are subject to the applicable Rules and Commission of the State of Colorado and to the Company's Rules and Regu Commission.	-		
When one or more Applicants request gas service at premises not system or request an increase in service to premises already connected who additional investment, Company, after consideration of Applicant's gas requirequested as Permanent, Indeterminate, or Temporary in accordance with the Distribution Extension Plans A, B and C, respectively, and will construct the in accordance with the terms of the Distribution Extension Plan applicable.	ere such increas irements, will de ne definitions he	e necessitates signate the servic reinafter set forth	ce under

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 97 of 175

## COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R31	
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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 PUC No		
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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 Littleton, CO 80127		CO PUC No.		
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7810 Shaffer l	Parkway, #120, Littlet	ton, CO 80127	Effective Date	

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

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

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

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

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

	Original	Sheet No. R35
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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.

	Issue Date
Officer, Title	
7810 Shaffer Parkway, #120, Littleton, CO 80127	
	Effective Date
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Exhibit 1
Decision No. C13-0372
Docket No. 13AL-0153G
Page 102 of 175

COL	ORA	DO I	NAT	URAL	GAS.	INC.

P.O. Box 270868 Littleton, CO 80127

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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.
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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. R38
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

<b>COLORADO</b>	<b>NATURAL</b>	GAS,	INC.
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P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. R39	
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**

<u> </u>
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	
Decision Number	7810 Shaffer Parkway, #120, Littleton, CO 80127	Effective Date
Decision Number		<u>Lifective Date</u>

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
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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 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 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. 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 - 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

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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.

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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

COL	ORA	DO I	NAT	URAL	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 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 111 of 175

P.O. Box	270	868
Littleton.	CO	8012

	Original	Sheet No. R45
Cancels		Sheet No.

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 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>		<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 112 of 175

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

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

### COLORADO NATURAL GAS, INC.

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

	Original	Sheet No. S1
Cancels		Sheet No.

# NATURAL GAS SALES AND SERVICE INDEX Sheet No.

**RULES AND REGULATIONS** 

RESIDENTIAL Definition......S2 Residential Deposits and Refunds......S3-S5 Discontinuance of Service by Company......S5 Budget Billing Plan......S7-S8 **COMMERCIAL** Definition......S9 Classification of Service......S9 Special Rules......S9 Residential Deposits and Refunds......S10-S12 Discontinuance of Service by Company.......S12-S15 Restoration of Service......S15

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.
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CO PUC No. \_\_\_\_\_2 P.O. Box 270868 Littleton, CO 80127 Original Sheet No. S2 Sheet No. Cancels

### 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>		<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 115 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO PU	JC No.	2
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GENERAL TERMS AN NATURAL GAS SALES RESIDENT	S AND SER			
SPECIAL RULES – CONT'D  Where three or more rooms in a private residence of sleeping rooms or are for rent, and the entire residence of meter, such residence or apartment building shall be clain not be entitled to a residential schedule.  RESIDENTIAL DEPOSITS AND REFUNDS  Existing residential customers shall not be required customer has a satisfactory credit record with the Compapurpose an existing customer shall include customers we location within thirty days of discontinuance of service at Company prior to discontinuance at the old location of in Applicants for residential service who are divorce the above requirements shall not be required to place a divorced or widowed and whose former spouse had a sea accordance with (1) below shall be deemed to have a sat themselves and shall not be required to make a deposit.	red to place any in according to take ed or widow deposit with atisfactory of atisfactory of a sisfactory of a sisfactory of a tisfactory of a	e a deposit with the ordance with (1) be location if service eation and custome e service at the newed and whose for the Company. A credit record with the	lied through or blishment and e Company, if elow. For this is initiated at a er advises the w location.  Impelicants who he Company in	the a new
Advice Letter Number <u>63</u> Office	er, 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 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

### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. <u>S5</u> _
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 NATURAL GAS, INC.	CO PUC No.	
P.O. Box 270868		

Littleton, CO 80127

	Original	Sheet No. S5A
Cancels		_ Sheet No

### GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

### RESIDENTIAL DEPOSITS AND REFUNDS - CONT'D

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				
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DISCONTINUANCE OF SERVICE BY COMPANY - RESI	IDENTIA	<u>AL</u>		
The discontinuance of service shall be handled in accorda 4 CCR 723-4 4407.	ince with	n Commission F	Rule	
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Officer, 7810 Shaffer Parkway, #1				
Decision Number	120, LIMB	, OO 00 12 <i>1</i>	Effective Dat	<u>e</u>

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

### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

		CO PUC No		2
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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.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S8
Cancels		Sheet No.

CO PUC No. 2

# GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE RESIDENTIAL

### **BUDGET BILLING PLAN**

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 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 122 of 175

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2
Cancels	Original Sheet No. S9 Sheet No.
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These General Terms and Conditions apply to commercial service Company.	ce in all territory served 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 interpretentiates, sororities, lodges, hotels, apartment and rooming hose campgrounds, multi-family dwellings where more than one dwell one meter, schools, municipal buildings, churches, eleemosynar manufacturing, agriculture, livestock production, mining, oil and geommunication, transportation, etc.	estions and miscellaneous purposes to  ess, whether or not for profit, shall be clude but not be limited to clubs, euses, motels, mobile home parks, ling or one living unit is served through ry institutions, greenhouses, 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 purposes. omers taking Commercial Service that r hour. omers taking Commercial Service that

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 123 of 175

### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. S10	
Cancels		Sheet No.	

CO PUC No. 2

# GENERAL TERMS AND CONDITIONS NATURAL GAS SALES AND SERVICE COMMERCIAL

### **COMMERCIAL DEPOSITS AND REFUNDS**

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

COLORADO NATURAL GAS, INC.		CC	PUC No.	2
P.O. Box 270868				
Littleton, CO 80127		Original	Sheet No. S	111
	Cancels	Original	Sheet No.	

# 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.

	Issue Date
Officer, Title	
7810 Shaffer Parkway, #120, Littleton, CO 80127	
	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	CO PUC No. 2	
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GENERAL TERMS AND C NATURAL GAS SALES AN COMMERCIA	ND SERVICE	
Refunds of commercial deposits will be made at any in which the customer's most recent twelve months' history discontinued for nonpayment and not more than two Notices the most recent twelve months' period of which none were recented will otherwise be made only at such time as service have been paid.  Interest at the rate of 0.34 percent granuary 1, 2013 through December 31, 2013 on customer customer's account. Interest will be paid upon refund of the customer. The interest rate is subject to change January 1. 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.  DISCONTINUANCE OF SERVICE BY COMPANY - COMM Company may discontinue service upon not less the Company's intention to discontinue service:  (1) If customer fails to pay, or make arrangement as provided in these rules.  (2) If customer fails to comply with Company's	indicates that service is of Discontinuance had ailed within the most is discontinued and apper annum shall be padeposits, either in cash adeposit or annually uleach year in accordant whenever the interest of the portion of the por	has not been ave been mailed during a recent six months. all outstanding bills aid during the period or by a credit to the apon request of a nee with the rules of the rate is changed, for time the deposit is an notice to customer of a lls for service rendered
such failure is given by Company and reasonable time is all  (3) If customer's use of service is detrimental to the Company to other customers in the immediate vicinity or su  Discontinuance of service in accordance with (1) at a reasonable effort to give notice of the proposed discontinuance.	owed for compliance. e natural gas service b pplied from the same pove shall not occur ur	peing furnished by distribution system. ntil Company 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

Issue Date

Effective Date

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	СО	PUC No. 2
Cancels	Original	Sheet No. S13 Sheet No.
GENERAL TERMS AND O NATURAL GAS SALES AI COMMERCIA	ND SERVICE	
Reasonable effort shall consist of: at least two atter 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 tent to make contact in person, leaving written notice of the atternore of each of the above-described attempts.  Discontinuance of service in accordance with (1) at full payment of outstanding bill, such payment to be made to representative or field employee unless customer has twice which was returned to the Company by the banking instituting 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 on months. Installment payments will be due monthly in additionate the due date of each new bill. Failure to make agreed install terminated upon fifteen days' written notice and failure to more sult 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 days ntact at such telephone of the pending discordector on separate days hal contact at the locations to avoid same, or, impted contact and its prove shall also not occup cash or bona fide che previously tendered pronounts of the latter payment plan arriver a period of time not on to the amount of the latter payment of current e of the current bill upon the plan arrangement, property of the payment is not in deplan arrangement, property of the provious of the plan arrangement, property of the current of the plan arrangement, property of the payment is not in deplan arrangement, property of the current of the plan arrangement, property of the current of the plan arrangement, property of the payment is not in deplan arrangement, property of the current of the plan arrangement, property of the payment is not in deplan arrangement, property of the payment of the plan arrangement, property of the payment is not in deplan arrangement, property of the payment of the payment is not in deplan arrangement, property of the payment is not in deplan arrangement, property of the payment is not in deplan arrangement, property of the payment is not in deplan arrangement, property of the payment is not in deplan arrangement, property of the payment is not in deplan arrangement.	e numbers as the ntinuance and the s, and at least 24 ion of service to having tried and failed purpose; or, at least sur if: customer makes neck to a Company payment with check cond such check was cash or certified check e-fourth of the amount trangement to pay the to exceed three e new monthly billing by result in service being at amounts due may on written notice of efault and whose new ovided that the original

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 127 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	CO PUC N	02
Cancels	<del>-</del>	Sheet No. S14 Sheet No.
GENERAL TERMS AND C NATURAL GAS SALES AN COMMERCIAI	ND SERVICE	
If discontinuance of service involves individual perm where service for the entire multi-unit dwelling is supplied th such condition, discontinuance of service shall occur only at intent to terminate to the party responsible for payment of ut occupants of each unit within the dwelling. Notice to such in 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 Postician and the post of the notice also shall be mailed or 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 Discontinuance of service shall not occur between following Monday or between 12 noon on the day prior to an holiday or Company observed holiday.  Company may discontinue service without notice:  (1) If the condition or installation of any part of appliances is found to be dangerous to life, health, or safety assume responsibility and will not be held responsible for as	nanent residents of multi-unit de trough one meter and Company feer Company has given 30 day tility bills for the dwelling and to ndividual occupants shall be de of each unit. In addition, a copy common areas of the multi-unitablic Utilities Commission toget posted notices or attempted to dwelling may avoid termination so agreeing shall not be entitled to discontinued without further revithin 30 days of issuance.  12:00 noon on Friday and 8:00 and 8:00 A.M. on the day following the customers' gas piping apparator of any person. The Company	y is aware of ys notice of individual elivered to of said notice it dwelling. A ther with an o do so to the h by agreeing ed to notice or  A.M. the ng any federal

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

Sheet No.

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

Cancels

# 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.

	Issue Date
Officer, Title	
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 INDEX

	Sheet No.
INDEX	T1
GENERAL STATEMENT	T2
SHIPPER AND RECEIVING PARTY(S) ACKNOWLEDGEMENTS	T2
DEFINITION OF TERMS	T3-T7
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 ERI	RORT17
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

### COLORADO NATURAL GAS, INC.

CO PUC No.	2

Sheet No.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T1A
Cancels		Sheet No

# GAS TRANSPORTATION TERMS AND CONDITIONS INDEX – CONT'D

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  Cancels	CO PUC No2  Original Sheet No Sheet No
GAS TRANSPORTATION TERMS AN	D CONDITIONS
GENERAL STATEMENT  The following Gas Transportation Terms and Conditions Commission of the State of Colorado as part of the Company's Commission of the State of Colorado as part of the Company's Company and Conditions under which Gas Transportation Service is service in all territory served by the Company. They are subject in whole or in part, at any time as provided by the rules of The P Colorado. Gas Transportation Service furnished by the Compan Commission of the State of Colorado's Gas Transportation Rule Regulations for Natural Gas Service. In the event conflict exists Transportation Terms and Conditions and the Company's Rules Service, the Gas Transportation Terms and Conditions shall company and Conditions or under any individual Service Agreement and Conditions or under any individual Service Agreement be deemed a waiver as to any breach or other matter subsections.  Shipper and each Receiving Party receiving Shipper's gacknowledges that all service provided to Shipper and the Receiving Party(s), and in the event that Shipper of the Company is the Company in the company in the company is gacknowledges that all service provided to Shipper and the Receiving Party(s), and in the event that Shipper company is the company in the company is the company is the company in the company is the company in the company is the company is the company in the company is the company is the company is the company in the company is the company in the company is the company is the company in the company is the company in the company is the company is the company in the company is the company is the company in the	s, filed with The Public Utilities Gas Transportation tariff, set forth the sprovided and govern all classes of such to termination, change, or modification, tublic Utilities Commission of the State of y is also subject to The Public Utilities sand the Company's Rules and between the Company's Gas and Regulations for Natural Gas atrol.  Eges under these Gas Transportation and entered into pursuant to this tariff shall quently occurring.  TS  TS  Tas through the Company's system iving Party(s) hereunder is for the
timely payment for any service provided under this schedule, or the Company or The Public Utilities Commission of the State of Shipper and Receiving Party shall be subject to termination in ad and Regulations for Natural Gas Service.	Colorado, all service provided to

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

Effective Date

COLORADO NATURAL GAS, INC. CO PUC No		2	
P.O. Box 270868			
Littleton, CO 80127	Original	Shoot No. To	
Cancels	<u>Original</u>	Sheet No. T3	
Cancers		511001110	
GAS TRANSPORTATION TERMS AND	CONDITIONS		
DEFINITION OF TERMS			
Agency Agreement Agreement, through which a Receiving Ras 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.	g Party's end-us	e facilities. The f	orm is
Allocation(s). Actual quantity of Shipper's gas supplies, as det be delivered to the Company for a specified Service and/or Interespecific time period.			• •
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 Component amendments as may be adopted by the Company. One (1) MME Btu.	ssociation Publicents of Natural C	cation 2145-93 (T Gas) or subseque	able of nt
Capacity Interruption. The discontinuance of transportation serprovide such service due to capacity constraints on the Company Interruption" shall have the same meaning as "Interruption."			
Advice Letter Number63		Issue Date	I
Officer, Title 7810 Shaffer Parkway, #120, Litt	_ leton CO 80127	<u>-</u>	

Decision Number \_\_\_\_

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

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127  Cancels	CO PUC No2  Original Sheet No Sheet No			
GAS TRANSPORTATION TERMS AN	ND 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.				
<u>Firm Capacity.</u> 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 natural gas in the event that adequate supplies of Shipper's Ga Company, expressed in Dekatherms.				
Advice Letter Number63	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 134 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127	<u>Oriş</u> Cancels	ginal_	PUC No Sheet No Sheet No	_
GAS TRANSPORTATION TE	RMS AND CON	NDITIONS		
DEFINITION OF TERMS- CONT'D				
Imbalance. The difference between the quantity of Party(s) at the Receipt Point(s) less Fuel Reimburseme Receiving Party at the Delivery Point(s) for Shipper's as supplies of Shipper's Gas are not available for receipt to receive Backup Supply Sales Gas, the quantity of such from the quantity of gas consumed by the Receiving Party of an Imbalance is determined.	ent and the quan ccount as deterr by Company but a gas received fro	ntity of gas domined by Co t Receiving Forman	elivered to the mpany. In the eve Party is authorized y shall be subtrad	ent d to cted
Imbalance Resolution Gas. 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.				
Lost and Unaccounted For ("L&U") Reimbursement. 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.				
Maximum Daily Transportation Quantity. (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 a.m. on the same day of the succeeding calendar mont monthly period designated by Company.			_	
Nominations. The Quantity of gas supplies requested a specific day. Nominations are to be adjusted to include Dekatherm basis.	•			
Advice Letter Number63			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 135 of 175

### COLORADO NATURAL GAS, INC. CO PUC No. \_\_\_\_2 P.O. Box 270868 Littleton, CO 80127 <u>Original</u> Sheet No. T6 Cancels 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). (PDQ) is the maximum daily quantity of gas expressed in Dekatherms which Peak Day Quantity. Company agrees to transport or sell, if applicable, to Shipper as set forth on an Exhibit to the Firm Service Agreement. Receipt Point(s) specified in the Firm Transportation Service Primary Receipt Point(s). 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

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

by any prospective Shipper as provided in these General Terms and Conditions.

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

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO	PUC No.	2
Littleton, CO 80127		Original	Sheet No. T7	7
	Cancels	Original	Sheet No.	
GAS TRANSPORTATION	N TERMS ANI	D CONDITIONS	;	
DEFINITION OF TERMS- CONT'D				
Shipper. Any party who has executed a Service Receiving Party.	e Agreement wi	th Company. Ship	per may or may no	t be the
Supply Curtailment. The discontinuance of transponding to provide such service due to non-receipt of supply, respectively. The phrase "Supply Curtailment" sl	Shipper's Gas o	or the lack of avail	ability of Companies	
System. The pipelines, compressor stations, related facilities owned by Company and utilized in prov	•		cessing facilities an	d other
Year. A period of 365 consecutive days or 366 consecutive days.	ecutive days if s	uch period include	es February 29, beg	inning
Advice Letter Number <u>63</u>	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 137 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868		CO PUC No. 2		
Littleton, CO 80127	Cancels	Original	Sheet No. T8 Sheet No.	
GAS TRANSPORTATIO	N TERMS ANI	O 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

Issue Date

Effective Date

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 C	CONDITIONS	
CONDITIONS OF GAS TRANSPORTATION SERVICE - CONT'D		
Gas Transportation Service Agreement (Service Agreement).  Upon Company approval of Request for Gas Transportation, Com Agreement in accordance with this gas transportation tariff. Any changes to accomplished through an amendment executed by both Shipper and Comp	o Service Agreement shall be	
Initiation of Service.  Within thirty (30) days of Shipper's receipt of an executable Service shall execute and deliver to Company such Service Agreement. A Shipper under an interruptible transportation rate schedule must tender gas for transfereipt of any necessary regulatory approvals, installation of facilities by Co Service Agreement, whichever is later. If Company has not received an exercequired time Company shall have the right to terminate the Service Agreement.	entitled to receive transportation service sportation within thirty (30) days after ompany, or the execution date of the recuted Service Agreement within the	
New or Additional Facilities.  Shipper agrees to pay Company for any new or additional facilities transportation service hereunder. If such new or additional facilities are required service Agreement, Company shall inform Shipper of the need for such facilitied monthly specific facility charges or other miscellaneous charges assocharges will be specified on an Exhibit to the Service Agreement. Shipper of said notification in which to approve the expenditure for such additional facilities approve the installation of said new or additional facilities, Company shall had Agreement. If Shipper approves installation of such facilities, Shipper shall facilities, unless otherwise provided in the Service Agreement, including the with such payment. All Facilities installed by Company shall continue to be Company.	quired at any time during the term of this bilities, the installation cost and any sociated with said facilities. Such shall have sixty (60) days from the date facilities. Should Shipper decide not to have the right to terminate the Service I make full payment for such additional te income tax consequences associated	

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 139 of 175

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

	Original	Sheet No. T10
Cancels		Sheet No

### 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. P.O. Box 270868 Littleton, CO 80127 Cancels GAS TRANSPORTATION TERMS AND CONDITIONS NOMINATIONS – CONT'D

### Imbalance Provisions

may modify nomination procedures.

a) The net monthly difference between Shipper's Allocations, less Company Fuel Reimbursement, and monthly metered volumes shall result in Shipper's Monthly Imbalance

g) In the event that Company determines an emergency or other circumstances exist, Company

- 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 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 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 AN	D 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 late first day or the succeeding month, after 2:00 p.m. If Company down and 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 of Interconnecting Party(s) contract number(s) previously submitted than 10:30 a.m., two (2) business days before the date of the effective contract of the state of the effective contract of the effe	on a.m., four (4) business days before the ser than two (2) business days before the ones not confirm Nominations, Shipper at Receipt Point(s) listed on the Primary listed on the Primary or Category One by before the first day of the succeeding ar revisions to daily quantities and/or and shall be received in writing no later
Re-Nomination Changes by Shipper.  Nominations previously submitted and confirmed, in accordance, for any Tuesday gas day may be re-nominated no lapreceding Monday and shall be submitted in writing. Shipper is Party(s) to make corresponding confirmations of supply re-nominal a.m. on Monday. Any re-nominations not confirmed by the Interval.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

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

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO PUC No	2
Cancels	<u>Original</u>	Sheet No. T Sheet No.	
GAS TRANSPORTATION TERMS AND	O CONDITIO	NS	
NOMINATIONS – CONT'D			
Nomination Confirmations.  Nominations made in accordance with the above proced Company has confirmed the nominated receipts with the Intercorresponsible to notify the Interconnecting Party(s) to make corresponding.  Any discrepancy in Nominations that cannot be resolved lesser of these two quantities: Shipper's Nominations to Companion confirmation.	nnecting Part ponding conf I shall result i	ty(s). Shipper is firmations of supply to in Shipper receiving	to
Nomination Changes By Company.  If, on any day, Company determines that there is an und Company's System from an Interconnecting Party(s), Company's adjustments to Shipper's Nominations to more accurately reflect Company's System.	shall have the	e right to make	
ALLOCATIONS  Unless otherwise agreed, allocations at the Company's Reimbursement, will be based on the lower of the three; (I) Non Nominations or (iii) Allocations provided by Interconnecting Partiless Fuel Reimbursement at the Receipt Point(s) and daily meas Point(s) will be considered the Imbalance. Delivery Point allocations by Company on a daily basis or otherwise specified. Imbalance through the meter in determining the amount of a Shipper's Imbalance.	ninations to Cy(s). The diff surement dete ions and Imb Resolution G	Company or (ii) conference between allowerminations at the Department of the Departm	ocation, elivery ermined

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 AND	D CONDITIONS
DETERMINATION OF QUANTITIES TRANSPORTED  Quantity determinations shall be done in accordance wit Natural Gas Service, and Quantities will be apportioned in Gas E adjusted 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 of Service Agreement or, if above those ge. Sales quantities consumed during note 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 imbal following Month.  Company may enter into special Imbalance Agreements consideration special unique circumstances.	flonth, including any Imbalance(s) practicable. Determination of such int. be brought within five percent (5%) of if the subsequent billing period the be subject to the Over and Under ight to five percent (5%). If at the end of int (5%), excluding Imbalance for current alance and carried forward into the

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

Effective Date

COLORADO NATURAL GAS, INC.	C	O PUC No. 2	
P.O. Box 270868			
Littleton, CO 80127			
	Original	Sheet No. T15	
Cancels		Sheet No	
GAS TRANSPORTATION TERMS AN	ND CONDITION	S	
OPERATIONAL IMBALANCES			
At no time shall Company be required to receive quanti	ities at the Rece	ipt Point(s) for Shipper's	
account in excess of the quantities Shipper or Shipper's design			
a concurrent basis.			
Shipper shall cause gas to be delivered to Company by	the Interconne	cting Party(s) at a	
constant rate throughout the day equal to an hourly flow rate of		_	
delivered to Company be the Interconnecting Party(s) at an inc			
are negatively affected, Company shall have authority to restric			g
Party's Nomination to an amount equal to the delivered rate by	the interconnec	ting Party(s).	
		Issue Date	

Decision Number \_\_\_\_\_

Exhibit 1 Decision No. C13-0372 Docket No. 13AL-0153G Page 145 of 175

COLORADO NATURAL GAS, INC.		CO	O PUC No.	2
P.O. Box 270868				
Littleton, CO 80127				
		<u>Original</u>	Sheet No'	T16
	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
	7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number		Effective Date

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

COLORADO NATURAL GAS, INC.		CC	PUC No	2	
P.O. Box 270868 Littleton, CO 80127					
	Cancels	Original	Sheet NoSheet No		
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### 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 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 147 of 175

Sheet No.

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

Cancels

### 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.		CC	PUC No.	2
P.O. Box 270868				
Littleton, CO 80127		0::1		T20
	Cancels	Original	Sheet No Sheet No	
GAS TRANSPORTATIO	N TERMS ANI	O 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 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 150 of 175

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127		CO	PUC No	2
Entitetion, CO 60127	Cancels	Original	Sheet No. T2 Sheet No.	
GAS TRANSPORTATIO	N TERMS AND	O CONDITIONS		
LLING 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 firsttime 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>	Officer Till	Issue Date
	Officer, Title 7810 Shaffer Parkway, #120, Littleton, CO 80127	
Decision Number	7010 Shaher Farkway, #120, Eithelon, CO 60127	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

COLORADO NATURAL GAS, INC. P.O. Box 270868 Littleton, CO 80127			O PUC No	
	Cancels	<u>Original</u>	Sheet No. 12.	
GAS TRANSF	PORTATION TERMS AN	D CONDITIONS		
QUALITY - Cont'd				
Gas Receipts. Cont'd				
(vii) Oxygen Content:	two percent (2%) by vo			
(viii) Total Non-Combustible Gases:	blended.  i) 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.			ert
<u>Liability:</u> Company shall not be result of Company's refusal to receive g delivering as directly into Company's Sy injury, damage, loss, or liability arising gas.	gas that does not meet quystem shall indemnify, sa	uality specification ve, and hold har	ons. the shipper mless Company fo	or any
<u>Processing:</u> Company may ext butane, propane, or other hydrocarbons any substance extracted from it. Comp blend such gases with said natural gas. gas to compression, cooling, cleaning, of transportation from the Interconnecting	s (except methane) from any, in order to conserve Company may subject or other processes to suc	said natural gas, and utilize othe or permit the sub th an extent as n	, or may return the r available gases, pjection of said nat	reto may :ural
Objectionable Matter: The gas substances harmful to pipeline facilities water, and other liquid or solid matter, or pressure at which it is received by Com to or interference with proper operation Company.	, including but not limited or water and hydrocarbon pany, which might interfe	to dust, dirt, gur is in liquid form a ere with its marke	m-forming constitu at the temperature etability or cause in	ents, and

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 153 of 175

COLORADO NATURAL GAS, INC.	CO PUC No. 2
P.O. Box 270868 Littleton, CO 80127	
·	Original Sheet No. T24 Sheet No.
GAS TRANSPORTATION TERMS AND C	CONDITIONS
QUALITY - Cont'd	
Hazardous Substances: All gas tendered to Company and hazardous to people, property, or the environment, cause damage marketability. Hazardous substances include toxic substances, car toxins or other compounds and materials identified under hazardous	to pipeline facilities, or be a limit to rcinogenic substances, reproductive
Gas Interchangeability: For safe and efficient pipeline open must be interchangeable from a utilization basis with supplies in its shall comply with the requirements set forth under the applicable UExhibit to the Transportation Service Agreement, which is a general quality which is acceptable. Because the gas is interchangeable, Coinstances to evaluate gas composition to determine System comparunacceptable.	System. Gas received by Company Itilization Curve contained under an all representation of the natural gas Company reserves the right in all
FORCE MAJEURE  Force Majeure shall mean circumstances not within the corexercise of due diligence, the affected party is unable to overcome be limited to acts of God, strikes, lockouts or other industrial disturb wars, blockades, insurrections, riots, epidemics, landslides, lightnin washouts, arrests, and restraints of governments and people, civil or accident to wells, machinery or lines of pipe, freezing of wells or failure of wells. The term Force Majeure shall also include: The inat reasonable cost, materials, supplies, servitudes, right of way graparties other than Company, permits, licenses or permissions from such party to fulfill its obligations hereunder.	Force Majeure shall include but not bances, acts of the public enemy, ng, earthquakes, fires, storms, floods, disturbances, explosions, breakage lines of pipe and partial or entire ability or delay of a party to acquire, ants, 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.		CO	O PUC No	2
P.O. Box 270868				
Littleton, CO 80127				
		<u>Original</u>	Sheet No. T2	25
	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

COLORADO NATURAL GAS, INC.	C	O PUC No. 2	
P.O. Box 270868			
Littleton, CO 80127			
	<u>Original</u>	Sheet No. T26	
Cancels		Sheet No	
GAS TRANSPORTATION TERMS ANI	D CONDITIONS	3	
WARRANTY			
Shipper warrants that the title to all gas delivered to Con adverse claims, and Shipper shall defend and indemnify Comparexpenses, including attorney fees, arising from any claim agains fees or charges thereon.	ny against all da	amages, cost, and	
WAIVERS			
No waiver by Company or Shipper of any one or more d provision hereunder shall operate or be construed as a waiver of of a like or a different character.	•	•	
SYSTEM OPERATION			
Company may take such action as reasonably necessar deterioration of its System and to maintain the operational integr	•	•	
EXTENSION POLICY  For transportation service, Company will install necessal the Company's Service Lateral Connection and Distribution Mair Company's Natural Gas Service Rules and Regulations.	•		
Advice Letter Number63		Issue Date	
Officer, Title			
7810 Shaffer Parkway, #120, Lit	tleton, CO 80127		
Decision Number		Effective Date	

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

Littleton, CO 80127	Cancels	Original	Sheet No. T27 Sheet No.	
STANDAR	ADO NATURAL G D FORM OF REG ANSPORTATION	QUEST FOR		
Anticipated Date for Servi	ice to Commen	ce: ate:		
Supplier(s): Mailing Address: Contact Name: Telephone and Fax #s: Pipeline: Pipeline Company Document				
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>	Officer Title		Issue Date	
Decision Number	Officer, Title		Effective Date	

CO PUC No. 2

P.O. Box 270868 Littleton, CO 80127

Cancels	Original Sheet No. T28 Sheet No.
COLORADO NATURAL STANDARD FORM OF RI GAS TRANSPORTATION	REQUEST FOR
Document Number:	
	Incorporation:
After Business Hours: 1)2)	1)
Receiving Party:  Mailing Address:  Service Address:  Contact Name:  Telephone and Fax #s:  Maximum and Minimum Delivery Pressure Annual Delivery Quantity - Dekatherms Firm Capacity Peak Day or On-Peak Dem Firm Backup Supply Quantity:	es Acceptable:/s:mand Quantity:
Advice Letter Number <u>63</u> Officer, Title	<u>Issue Date</u>
Decision Number	Effective Date

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T29	
Cancels		Sheet No.	

CO PUC No. 2

## GAS TRANSPORTATION TERMS AND CONDITIONS STANDARD FORM OF FIRM GAS TRANSPORTATION SERVICE AGREEMENT This Agreement is made and entered into this day of by and between Colorado Natural Gas Inc., PO Box 270868, Littleton, CO 80127, hereinafter called "Company" and \_\_\_\_\_\_, having a mailing address of \_\_\_\_\_, \_\_\_\_, hereinafter called "Shipper". THE PARTIES REPRESENT: Shipper has by separate agreement acquired supplies of natural gas, hereinafter referred to as "Shipper's Gas", to be delivered to Delivery Point(s): and Shipper will cause Shipper's Gas to be delivered to Company's Receipt Point(s) as specified in Exhibit \_\_\_\_; and Shipper has requested and Company agrees to receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in Exhibit \_\_\_\_\_, on a firm capacity and firm supply reservation basis (if applicable); and Shipper assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering for the facility(s) specified in Exhibit \_\_\_\_\_. THEREFORE, THE PARTIES AGREE AS FOLLOWS: 1. a) Shipper acknowledges that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff as on file and in effect with the Public Utilities Commission of the State of Colorado (Commission). b) This agreement and all its rates, terms, and conditions as set out in this agreement and as set out in the tariff provision which are incorporated into the agreement by reference shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission. c) If the end-use customer uses a marketing broker for nomination, gas purchases, and balancing, the end-use customer shall provide the utility with an Agency Agreement.

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

P.O. Box 270868 Littleton, CO 80127

Or	riginal	Sheet No. T30
2		Sheet No

CO PUC No. 2

	C	Cancels	Sheet No.		
	FIRM GAS TRANSPORTATION	SERVICE AGREEMENT	1		
and Firm Supply Agreement shall set forth in the in Exhibit forth in Exhibit 3) Back supplies of Ship shall sell to Sh meet Shipper's b	kup Supply Sales and Servi per's Gas are not available ipper sufficient quantities ackup natural gas supply ne	ded by Company under the charges under ion tariff unless of harges shall be passed:  The ce: In the event of the for receipt by the second of the peak eeds, up to the Peak	er this Service the standard rate therwise specified id at the rate set that adequate e Company, Company area necessary to k Day Quantity at		
	elivery Point(s) to Shipper purchase Firm Supply Reser				
Backup Supply Seall natural Agreement shall	Date of the Agreement specified on Exhibit, and shall continue until the Termination Date of that Agreement , and from year to year thereafter unless terminated by either party upon thirty (30) days written notice at the end of the primary term or any succeeding year thereafter.				
Company:					
Payments only:	Colorado Natural Gas Inc.	· ·			
All Others:	Colorado Natural Gas Inc. PO Box 270868 Littleton, CO 80127				
Advice Letter Number	· · · · · · · · · · · · · · · · · · ·	er Title	Issue Date		

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.

CO PUC No.	2

Effective Date

P.O. Box 270868 Littleton, CO 80127

Decision Number \_\_\_\_\_

Littleton, CO 80127	Can	cels	Original	Sheet No. T31 Sheet No.
	FIRM GAS TRANSPORTATION	I SER	VICE AGREEN	MENT
SHIPPER:				
Invoices Only:		All	Others:	
	Phone #:			Phone #:
	Fax #:			Fax #:
or when transmitte  6) Assign assigned by either party and shall a assignment of Serv either party.  7) Cancel supersedes, cancel the following agre Document No Dated:  8) Cancel longer requires alternate transport end of the Contrac pay Company a term and the Firm Capa months remaining services  9) Exhibit	uly delivered or furnished electronically.  Imment - Consent: This was party hereto, without pply only to the service Agreement shall not the service and terminates, as of elements and any amendments.  Ilation of This Service Firm Transportation set to service of convert Period, or any subsemination charge equal to acity Charge, if application any Contract Period. Its and Addendums: the terms of this agreements agreements and this agreements.	ritte pri ce pri be the nts: Agre ervic rts t quent cable	en Service or written rovided he unreasonabl  nt: Thi date of th  ement: In e and Rec o an alter c Contract e Firm Supp e, multipl  Exhibits	Agreement shall not be consent of the other reunder. Consent for y withheld by or from s Service Agreement his Service Agreement, the event Shipper no eleving Party obtains hate fuel prior to the Period, Shipper shall ply Reservation Charge
Advice Letter Number <u>63</u>				

CO PUC No. 2

Effective Date

P.O. Box 270868 Littleton, CO 80127

Decision Number \_\_\_\_\_

	Original Sheet No. T32 Cancels Sheet No.
	Cancels Sheet No.
FIRM GAS TRANSPORTA	ATION SERVICE AGREEMENT
IN WITNESS WHEREOF, the parties	s have executed this Firm Gas
Transportation Service Agreement as o	of the day and year first above written.
Document #:	_
Company:	Shipper:
Colorado Natural Gas Inc.	
ву:	By:
Title:	Title:
Taxpayer ID #:	Taxpayer ID #:
Witness/Attest:	Witness/Attest:
	<u> </u>
Advice Letter Number <u>63</u>	Issue Date
Of	fficer, Title

CO PUC No.	2

P.O. Box 270868 Littleton, CO 80127

			C	Cancels	Original		t No. <u>T33</u> t No	
					Docu	ment No.		
	T	O THE FIR	M TRANSPORT	T CATION TWEEN		GREEMENT		
					(Ship	per)		
		COLORA	ADO NATURAL	AND GAS I	NC. (Compa	any)		
1) PRI	MARY RECE	IPT POINT	7(S)					
Peak Day	Quantity,	Dth/Day_						
2) DEI	JIVERY 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 Agreeme nt	Terminati on Date of Agreement
Total Pea	ak Day Qua	antity:						
Capacity:	·		Dth/Day					
Supply: _			Dth/Day					
Advice Letter N	umber <u>63</u>		Office	er, Title		Iss	ue Date	
Decision Numbe	er		Office	51, 11ll <del>C</del>		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.		C	O PUC No	2
P.O. Box 270868				
Littleton, CO 80127				
		<u>Original</u>		
C	ancels		Sheet No	
AGENCY AGRI GAS TRANSPORTATI		VITCEC		
(FOR USE WHEN RECEIVING PARTY HAS			AGREEMENT)	
The section of the section of the section of			(D	
The undersigned, by and on behalf of Shipper), having a mailing address	of		(R	eceiving
, hereby designates				
(Shipper's Agent), having a mailing address				
, as its agent, with full a				
of Receiving Shipper's responsibilities, as specified Agreement dated, by and between	Colorad	under the Gas do Natural Ga	s fransportation	nv) and
Receiving Shipper, Contract No (GTSA),	providin	g for the transp	portation of gas	supplies
by Company from Company's Receipt Points to Recei				
the GTSA. Receiving Shipper represents and warranthe term of this Agency Agreement, Receiving Shippe				
eligible to receive physical deliveries of gas from Comp			e only end-use c	usioniei
	•			
1. As of the effective date set forth below, Shipper				
manner, to act on Receiving Shipper's behalf in ma Company under the GTSA:	anaging	gas transportat	ion services pro	vided by
Access to Load Data. Receiving Shipper acknown Agent to carry out its responsibilities hereunder				
transportation quantities for all Receipt Point(s) a				
addition, Shipper's Agent shall be authorized to				
Receiving Shipper's historical natural gas utilization	n at the I	Delivery Point(s	s) specified in the	GTSA.
Authorized by	Accep	ted by		
Receiving Shipper:	Shipp	er's Agent:		
Namination and Cahadulina Chianavia Agent ah	م مطالم		uminata ta Cama	
Nomination and Scheduling. Shipper's Agent sh Receiving Shipper's behalf for each of the Deliver				
schedule gas to meet Receiving Shipper's daily v				
gas transportation imbalances under the GTS				
Transportation Terms and Conditions on file and i Shipper's Agent authorizes the following person				
nominations for this purpose.	אווופו ווו	on its organiz	Lauon to make	biliulity
Advice Letter Number <u>63</u>			Issue Date	
	er, Title			

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

COLORADO NATURAL GAS, IN P.O. Box 270868 Littleton, CO 80127	NC.	CO	PUC No	2
	Cancels	Original	Sheet No. To Sheet No	
Name: <u>T</u>	<u>itle</u> :	Phone	e Number:	
Upon termination of this Agency Agree balancing provisions of Company's Gamerate and the company's Gam	as Transportation Tar	iff, and Receivi	ng Shipper sha	ll make
arrangements to resume nominations to under the GTSA.			ominated and sci	ieduled
Authorized by Receiving Shipper:		ted by er's Agent:		
transportation imbalances incurred to any and all such imbalances with it transportation service agreement(s). Parties that similarly have designat transportation imbalances. Receiving of gas transportation imbalances attributable Agency Agreement is revoked or the hereof remain outstanding and Shipple Imbalance shall be allocated on a prowhich Shipper's Agent was authorize based upon the total usage quantities such Imbalance arose. In the even cashouts or penalties incurred as a unpaid, such outstanding charges Agreements on the same prograta be Receiving Shipper electing Aggree provides for gas transportation from rates and charges applicable under standard gas transportation rates and	mbalances incurred for between Company at ed Shipper's Agent at g Shipper acknowledge the GTSA will not reflete to Shipper's Agent of erminated and any Imper's Agent fails to respond to the state of t	or similar time pend Shipper's Ages agent for purpers and agrees the cet Receiving Short an aggregate palance incurred solve such Imbace Agreement to be Agreement duts due by Shippers agent responsibility be allocated in for allocating I viedges that, to (s) at charges and a path-specifical specifical short and the specifical short allocation for allocating I viedges that, to (s) at charges and a path-specifical short allocation for allocating I viedges that, to (s) at charges and a path-specifical short allocation for allocation in the specifical short and the spe	periods under other Reposes of manage at Company's reposes of manage at Company's reposes. In the every and pursuant to the lance, such outsing the period in per's Agent for company such among such among such the extent the stees than the s	her gas ecceiving ing gas eporting the gas vent this e terms standing TSA, for alances, n which charges, remain Service ities. A e GTSA ttandard
Authorized by Receiving Shipper:	_	eted by er's Agent:		
Advice Letter Number <u>63</u>			Issue Date	
Decision Number	Officer, Title		Effective Date	

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

Effective Date

## COLORADO NATURAL GAS, INC. CO PUC No. \_\_\_\_\_2 P.O. Box 270868 Littleton, CO 80127 Original Sheet No. T36 Sheet No. Cancels GAS TRANSPORTATION TERMS AND CONDITIONS Billing and Payment. Receiving Shipper hereby authorizes Shipper's Agent to receive and pay, and Shipper's Agent hereby agrees to pay, Company's regular monthly invoices setting forth all applicable charges for gas transportation services provided pursuant to the GTSA. Shipper's Agent and Receiving Shipper acknowledge that all service provided by Company is for the benefit of Receiving Shipper, and in the event that Shipper's Agent or Receiving Shipper fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Shipper's Agent's failure to make payment, Receiving Shipper shall not be entitled to continued service, regardless of whether Receiving Shipper has made payment to Shipper's Agent, until Company receives full and complete payment. Shipper's Agent and Receiving Shipper shall be jointly and severally liable for all payments due and owing Company for all services provided.6.) In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation Tariff shall be allocated on a pro rata basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same pro rata basis as provided herein for allocating Imbalance quantities. Authorized by Accepted by Receiving Shipper: Shipper's Agent: Advice Letter Number \_\_63\_\_ Issue Date Officer, Title Decision Number \_\_\_\_\_

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
<del>_</del>	Officer, Title	
Decision Number		Effective Date

COLORADO NATURAL GAS, INC.		(	CO PUC No	2
P.O. Box 270868				
Littleton, CO 80127		0 : : 1	C1 ( ) I T	22.0
	C1-	Original	Sheet No. T	
	Cancels		_ Sheet No	
GAS TRANSPORTATION	TERMS ANI	CONDITION	1S	
STANDAF INTERRUPTIBLE GAS TRANSE	RD FORM OF PORTATION	SERVICE AG	REEMENT	
This Agreement is made and enter by and between Colorado Natural Gas In	.c., PO Bo	x 270868,	Littleton, CO	80127,
hereinafter called "Company" and address of,,,,		v roforrod	, having a r _, hereinafter	mailing called
"Shipper". Company and Shipper are Co	orrectiver	y releffed	to as "Partie	es · .
THE PARTIES	S REPRESEN	т:		
Shipper has by separate agreement hereinafter referred to as "Shipper's Point(s): and				
Shipper will cause Shipper's Gas Point(s) as specified in Exhibit  Shipper has requested and Compar Shipper's Gas from the Receipt Point(s) in Exhibit, on an interruptible available for transportation of such gas for the installation and maintenance cos for electronic metering for the facili	; and ny agrees to the Del basis as ; and Ship sts for a o	to receive livery Poir long as s oper assume communicati	e and transpor ht(s), as spec: system capacit es responsibil on line neces	t ified y is ity sary
THEREFORE, THE PARTI	IES AGREE	AS FOLLOWS	3:	
1) Shipper acknowledges that hereunder is subject to the terms and contransportation tariff as on file and in Commission of the State of Colorado (Commission of the Colorado (Commission of the State of Colorado (Commission of the Sta	onditions on n effect	of Company' with the E	s applicable s	gas
Advice Letter Number <u>63</u>	_		Issue Date	
	Officer, Title		<b>-</b> 44 · -	
Decision Number			Effective Date	<u> </u>

P.O. Box 27086 Littleton, CO 8

NATURAL GAS, INC.			CO PUC No.	2	
68					
30127					
		Original	Sheet No. 7	Г39	
	Cancels		Sheet No.		

	Cancels	Sheet No
II	NTERRUPTIBLE GAS TRANSPORTATION SERVICE A	GREEMENT
under this Servithe standard ra otherwise specipaid at the rat 3) Bac purchase Backup event that adequate Company. Al Supply Sales Ch 4) Ter Date of the Agre Termination Dat terminated by e the primary ter 5) Not that either par	Les and Payment: Transportation service price Agreement shall be paid for by Shipper te set forth in the Company's gas transposed in Exhibit	at the charges under rtation tariff unless ity charges shall be all have the option to be by Company in the lable for receipt by hall be at the Backup portation tariff. On the Commencement are thereafter unless notice at the end of the continue until the are thereafter unless notice at the end of the continue until the are thereafter unless notice at the end of the continue until the are thereafter unless notice at the end of the continue until the are thereafter unless notice at the end of the continue until the are thereafter unless notice at the end of the continue until the are the end of the continue until the end of the continue until the are the end of the continue until the end of the continue until the are the end of the continue until the are the end of the continue until the end of the continue until the are the end of the end of the continue until the are the end of the end of the continue until the are the end of th
Company: Payments only:	Colorado Natural Gas Inc.	
All Others:	Colorado Natural Gas Inc. PO Box 270868 Littleton, CO 80127	
Advised letter Nurshar	62	Janua Data
Advice Letter Number _	63 Officer Title	Issue Date

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 169 of 175

## COLORADO NATURAL GAS, INC.

CO PUC No. 2 P.O. Box 270868

Littleton, CO 80127		Original	Sheet No. T40
	(	Cancels	Sheet No.
INTE	RRUPTIBLE GAS TRANSPO	ORTATION SERVICE	AGREEMENT
SHIPPER:			
Invoices Only:		All Others:	
	Phone #: Fax #:		Phone #:Fax #:
be considered as dor when transmitted 6) Assign be assigned by eith party and shall a assignment of Serveither party.  7) Cancel supersedes, cancel the following agree Document No Dated:  8) Cancel Service Agreement then chooses to puthe Commercial Gase effect with the Commay be incurred by 9) Exhibitions.	uly delivered or furned electronically.  mment - Consent: The her party hereto, with pply only to the service Agreement shall relation of Prior is and terminates, as elements and any amendation of This Service upon thirty (30) day urchase gas from Comparts tariff and the Generolation. Shipper slay Company due to such	is written Service thout prior writter vice provided he not be unreasonab  Agreement: The of the date	this and payments, shall days after being mailed age Agreement shall not en consent of the other ereunder. Consent for ally withheld by or from a service Agreement this Service Agreement, this Service Agreement, see shall be subject to additions on file and in alle for any costs which attached hereto are
Advice Letter Number 63		1	sua Data

Decision Number XXXXXXXX

Effective Date

Officer, Title

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T41
ncels		Sheet No.

CO PUC No. 2

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

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

## COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

C	2	
Original	Sheet No Sheet No.	
	Sheet 110.	

					Cano	els	_ S	heet No	-
						Document No.			
				υv	HIBIT				
		ייר חיד	HE TNTERR			 'ATION SERVICE	' AGRE	EMENT	
		10 11			BETWEEN		110111		
						(Shipper	.)		
					AND				
			COLC	RADO NATU		INC. (Company	· )		
							,		
1) PR	IMARY	RECEIPT	POINT(S)						
								_	
Mavimum	Dailw	Trangnor	rtation O	uantitu	Dth/Day				
Maximum	Daily	Transpor	cacion Q	uancicy,	DCII/ Day_			_	
2) DE:	LIVER	Y POINT(S	3)						
Receiving	MDTQ	On-Peak	Service	Specific	Date	Transportation	Term		Termination
Party and Service		Demand Quantity	and Facility	Facility Charge	of First	Commodity Charge	of Rate	Date of Agreement	Date of Agreement
Address		~	Charge		Delivery			3	3
Total Pe									
Capacity	:		Dt	h/Day					
Supply:Dth/Day									
Sabbil.			DC	11, Day					
مارين	o Lottor	· Number (	22					Issue Deta	
Advic	e Letter	Number <u>(</u>	<u> </u>	-	Officer, T	itle		Issue Date	
Decis	ion Nun	nber			J	· <del>-</del>	<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. P.O. Box 270868 Littleton, CO 80127	CO PUC No. 2
Cancels	Original Sheet No. T43 Sheet No
AGENCY AGREEMENT GAS TRANSPORTATION SERV (FOR USE WHEN RECEIVING PARTY HAS EXECUT	
Receiving Shipper: Shipper  Nomination and Scheduling. Shipper's Agent shall be au	to act on its behalf in performing certain under the Gas Transportation Service do Natural Gas, Inc. (Company) and g for the transportation of gas supplies oper at the Delivery Point(s) specified in pper's Agent and Company that, during shall remain the only end-use customer ler the GTSA.  It shall be authorized, in the following gas transportation services provided by and agrees that, in order for Shipper's er's Agent shall have access to daily very Point(s) specified in the GTSA. In from Company information pertaining to Delivery Point(s) specified in the GTSA.  It de by er's Agent:
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 a Transportation Terms and Conditions on file and in effect Shipper's Agent authorizes the following personnel from nominations for this purpose.	equirements and to resolve any and all accordance with the Company's Gas from time to time with the Commission.
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	AL GAS, INC.		CC	2	
Elitation, CO 00127	C	ancels	Original	Sheet No. Ta	
Name:	<u>Title</u> :		Phone	e Number:	
Upon termination of this Agbalancing provisions of Coarrangements to resume no under the GTSA.	ompany's Gas Transportat ominations to ensure appro	ion Tari priate q	ff, and Receivi uantities are no	ing Shipper sha	II make
Authorized Receiving S	-	_	ted by er's Agent:		
the foregoing paragraph transportation imbalance any and all such imbalatransportation service a Parties that similarly had transportation imbalance of gas transportation imbalance Agency Agreement is respectively hereof remain outstanding limbalance shall be alloct which Shipper's Agent which Shipper's Age		by auth A on Reurred for pany arrangent as sowledge not refle Agent or any Imball Service Amount oper's A des shalled herein acknown to Point (ariff (i.e. apply.	orizes Shipper's eceiving Shipper's eceiving Shipper's Agend Shipper's Agend agrees the case of the ca	s Agent to reso er's behalf by co periods under of gent, or other Reposes of managenat Company's resipper's share of basis. In the evid pursuant to the lance, such outs, including the Gaggregate Imbalance quant to the extent the other share quant to the extent the stress than the stress behalf by the such and the stress than the str	lve gas mbining her gas eceiving ing gas eporting the gas vent this e terms extanding TSA, for alances, n which charges, remain Service ities. A e GTSA tandard
Advice Letter Number <u>63</u>				Issue Date	
Decision Number	Office 	r, Title		Effective Date	

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

COLORADO NATURAL GAS, INC.		•	CO PUC No.	2
P.O. Box 270868 Littleton, CO 80127				
	Cancels	<u>Original</u>	Sheet No. To Sheet No.	
GAS TRANSPORTATION	ON TERMS ANI	O CONDITIO	NS	
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 terminatio 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 Agen 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 Receivalled and the Receivalled and the Receivalled and penalties.	monthly invoices GTSA. Shipper's A of Receiving Ship r service provided Tariff, this Agency on in accordance r's Agent's failure ether Receiving Sh nt. Shipper's Age Company for al Shipper and Con curred by Agent S mpany's Gas Tran nt Shipper was a quantities of suc ed amounts due s responsibilities	s setting forth gent and Receiper, and in the by Company, of Agreement may with Company to make paymenipper has made int and Receiving Part by Agent Shiphereunder ren	all applicable charge ving Shipper acknowled event that Shipper's for otherwise is in default be revoked by Come and San Transportation and Receiving Shipper and Shipper shall be journed or terminated defemains outstanding a fiff shall be allocated bugh an Agency Agreeties during the period pper for charges, cashain unpaid, such outstanding and such outstanding and such such such such such such such such	s for gas edge that Agent or ult under pany and Tariff. If shall not r's Agent, sintly and to the gas uring the and is not on a proement to in which shouts or tstanding
Authorized by Receiving Shipper:		eted by er's Agent	; <b>:</b>	
Advice Letter Number <u>63</u>	Officer Title		Issue Date	
Decision Number	Officer, Title		Effective Date	

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

### COLORADO NATURAL GAS, INC.

P.O. Box 270868 Littleton, CO 80127

	Original	Sheet No. T46
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) (print name)

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

Advice Letter Number63		Issue Date
<del>_</del>	Officer, Title	
Decision Number		Effective Date