



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

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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 Schedule	Average Monthly Usage therms	Current Average Monthly Bill	Proposed Average Monthly Bill	Monthly Change	Percent Rate 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

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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

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7810 Shaffer Parkway  
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Telephone: (720) 981-2127  
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And

Mark Davidson, Esq.  
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One Tabor Center  
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Denver, CO 80202  
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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

By: 

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](mailto:Doug.dean@state.co.us)

Stephen W. Southwick  
Office of Consumer Counsel  
1525 Sherman Street, 7th Floor  
Denver, CO 80203  
[Stephen.southwick@state.co.us](mailto:Stephen.southwick@state.co.us)

William Levis, Director,  
Office of Consumer Counsel  
1560 Broadway, Suite 200  
Denver, CO 80202  
[bill.levis@state.co.us](mailto:bill.levis@state.co.us)

Jacob Schlesinger  
Office of Consumer Counsel  
1525 Sherman Street, 7th Floor  
Denver, CO 80203  
[Jacob.schlesinger@state.co.us](mailto:Jacob.schlesinger@state.co.us)

\_\_\_\_\_  
*Erin Campbell*  
\_\_\_\_\_

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

March 5, 2013

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

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

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

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

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

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

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

**CURRENT AND PROPOSED MONTHLY RATES**

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

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

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

\*\* proposed rate per therm.

### **IMPACT OF NEW RATES**

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

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

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

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.

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original

Sheet No. 1  
Sheet No.

SCHEDULE OF RATES  
FOR  
NATURAL GAS SERVICE AVAILABLE  
IN THE ENTIRE TERRITORY SERVED  
BY  
COLORADO NATURAL GAS, INC.

Advice Letter Number 63

Issue Date

Officer, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

Decision Number

Effective Date



**COLORADO NATURAL GAS, INC.**

P.O. Box 270868

Littleton, CO 80127

**CO PUC No. 2**

Cancels Original

Sheet No. 2  
Sheet No.

NOTICE

This Tariff is the second tariff for  
Colorado Natural Gas LLC

Advice Letter Number 63

Issue Date

Officer, Title

7810 Shaffer Parkway, #120, Littleton, CO 80127

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**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
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**CO PUC No. 2**

Original \_\_\_\_\_  
Cancels \_\_\_\_\_

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GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SALES SERVICES –

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GENERAL TERMS AND CONDITIONS APPLICABLE TO TRANSPORTATION

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Key to Symbols of Revised Tariff Sheets

I	--	Indicates an increase
R	--	Indicates a reduction
T	--	Indicates a change in text but no change in rate
N	--	Indicates new rate or regulation
C	--	Indicates changed regulation
S	--	Indicates reissued matter (from another sheet)
D	--	Indicates discontinued rate or regulation
A	--	Indicates adjustment for roll-in of portions of the GCA
Sub	--	Indicates substitute

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Sheet No. 5  
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 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 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.

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7810 Shaffer Parkway, #120, Littleton, CO 80127

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**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_  
Cancels \_\_\_\_\_

Sheet No. 5A  
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 BAILEY DIVISION – CONT'D**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
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 ¼ of 29, w 1/2 of 32,all of 30,31
7 South	71 West	E ½ 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	77 West	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

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\_\_\_\_\_  
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**COLORADO NATURAL GAS, INC.**

**CO PUC No. 2**

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Littleton, CO 80127

Original  
Cancels \_\_\_\_\_

Sheet No. 5B  
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 BAILEY DIVISION – CONT'D**

This territory includes the following communities:

Mountain View Lakes, Elk Falls Ranch, Woodside, Highland Pines, Chilton Manor, Pine Junction, Chilton's Subdivision, Jim's Subdivision, Linn's Subdivision, Wandcrest Park, McKinley Subdivision, Jim Holt Subdivision, Will O Wisp, Roland Valley, Burland Ranchettes, Park 80 West, Burland Meadows, Trails West, Bailey Mountain, Double S Ranchettes, Arcadia, Ravenswood Subdivision, Hill and Dale Subdivision, Mill Iron D, Friendship Ranch, Deer Creek Valley Ranchos, Deer Creek Estates, Elk Horn Acres, Dream Lake Heights, Bakers Acres, KZ Ranch Estates, Highland Park, Royal Ranch, Charmatella Park, Elk Creek, Harris Park, Double C Acres, Horseshoe Park, Bailey Estates, Parkview Subdivision, Bailey View Subdivision, Bailey, Glen-Isle, Brookside Subdivision, Fitzsimmons Subdivision, Shawnee,

Homestead, Golden Meadows, The Bluffs, Halm,

Aspen Springs, Forest Hills, Chalet Park, Lakeside, Bun Gun Zing Wak, Colorado Sierra and Missouri Lakes subdivisions,  
Conifer Mountain, Evergreen Meadows, Conifer Meadows, Black Mountain Estates, Brook Forest, Evergreen Hills, Buffalo Park, Piano Meadows, Rampart Highlands, Shiloh, Wamblee Valley, Glen Elk and Alpine Hills subdivisions.

Fairplay, Alma, Blue River

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Cancels \_\_\_\_\_

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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 CRIPPLE CREEK DIVISION**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
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 \*

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**CO PUC No. 2**

Original \_\_\_\_\_  
Cancels \_\_\_\_\_

Sheet No. 6  
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	Parts of 31, 32, 33
20 South	66 West	Parts of 4, 8, 9, 16, 17, 18, 19, 20, 21
20 South	66 West	All of 5, 6, 7
20 South	67 West	All of 1, 2, 11, 12
20 South	67 West	Parts of 13, 14
19 South	67 West	Parts of 35, 36

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

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7810 Shaffer Parkway, #120, Littleton, CO 80127

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COLORADO NATURAL GAS, INC.

CO PUC No. 2

P.O. Box 270868  
Littleton, CO 80127

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**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 10 TR 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;

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Littleton, CO 80127

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**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 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 TR 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 3 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;

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**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 T20S 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.

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**PUEBLO WEST DIVISION – CONT, North of Highway 50**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
19 South	65 West	South ¼ 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

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**PUEBLO WEST DIVISION – CONT, North of Highway 50**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
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 ¼ EXCEPT W ½ of the S 1/2 SW 1/4 SW 1/4 SE 1/4 4-20-65 5A of Sec 4, All of Sec 5 EXCEPT SWSW ¼, All of Sec 6 EXCEPT Lot 1-6 BLK 02 TR 244, Lot 5-9 BLK 03 TR 244, Parcel A TR 244, LOT 36 BLK 1 TR 244, LOT 46 BLK 1 TR 244, Lot 7-12 BLK 5 TR 242, Parcel A TR 242, and all of Sec 6 south of the following line; beginning at the NW corner of LOT 1 BLK 6 TR 242, thence in a Southeasterly direction to the southern most corner of LOT 3 BLK 6 TR 242 , thence in a Southeasterly direction to the SE corner of LOT 4 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 Southeasterly direction along the southern property lines of LOTS 1-14 BLK 7 TR 242 to the Southeast corner of LOT 14 BLK 7 TR 242, thence in a southeasterly direction along the southern property lines of LOTS 19-21 BLK 7 TR 242 to a point of intersection with the Eastern Section Line of Section 6 Township 20 South Range 65 West, The East ½ of Section 8 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 the North ROW of US Highway 50.

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**PUEBLO WEST DIVISION – CONT, North of Highway 50**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
20 South	66 West	Beginning at a point of 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, 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

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## **EASTERN COLORADO DIVISION TERRITORY SERVED**

### Adams County

<u>Township</u>	<u>Range</u>	<u>Sections</u>
2 South	63 West	19-21, 28-33
2 South	64 West	24, 25, 36
3 South	61 West	28-35
3 South	62 West	7-11, 14-36
3 South	63 West	4-36
3 South	64 West	1, 12, 13, 24-36
3 South	65 West	25, 35, 36

### Arapahoe County

<u>Township</u>	<u>Range</u>	<u>Sections</u>
4 South	59 West	31
4 South	60 West	4-9, 16-23, 25-36
4 South	61 West	All
4 South	62 West	All
4 South	63 West	All
4 South	64 West	1-26, 35, 36
4 South	65 West	1, 2, 12
5 South	59 West	5-9, 16-22, 27-33
5 South	60 West	1-5, 9-15, 23-26, 36

### Cheyenne County

<u>Township</u>	<u>Range</u>	<u>Sections</u>
15 South	48 West	4, 5, 8, 9

### Elbert County

<u>Township</u>	<u>Range</u>	<u>Sections</u>
6 South	59 West	5, 6

### Kiowa County

<u>Township</u>	<u>Range</u>	<u>Sections</u>
18 South	43 West	30
18 South	44 West	25

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

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Cancels Original Sheet No. 10  
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NATURAL GAS RATES  
RATE SCHEDULE SUMMATION SHEET  
MOUNTAIN AND EASTERN COLORADO DIVISIONS

**FIRM GAS TRANSPORTATION SERVICE**

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

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

**INTERRUPTIBLE GAS TRANSPORTATION SERVICE**

<u>Rate Schedule</u>	<u>Type of Charge</u>	<u>Billing Units</u>	<u>Base Rate</u>
ALL	Service and Facility	---	\$300.00
	Transportation Distribution:		
	Standard	Dekatherms	\$10.036
	Minimum	Dekatherms	\$0.50
	Authorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$10.036
	Unauthorized Overrun Transportation Distribution:		
	Standard	Dekatherms	\$25.00
	Minimum	Dekatherms	\$10.036
	On Peak Demand	Pursuant to Contract	
	Backup Supply		
	Distribution Charge	Dekatherms	\$10.036
	Commodity Charge	Dekatherms	Sheet No. 22
	Upstream Pipeline Charge	Dekatherms	Sheet No. 22
	Unauthorized Overrun Sales Commodity:		
	Standard	Dekatherms	\$25.00
	Minimum Distribution Charge	Dekatherms	\$10.036
	Commodity Charge	Dekatherms	Sheet No. 22
	Upstream Pipeline Charge	Dekatherms	Sheet No. 22

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

Service under the terms of this rate schedule will be offered subject to the terms of the Service Lateral Connection and Distribution Main Extension Policy in the tariff, described on Sheets R38 through R50.

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**NATURAL GAS RATES  
FIRM GAS TRANSPORTATION SERVICE  
SCHEDULE TF**

APPLICABILITY

Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas) and where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and firm Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through both of the Company's systems. Service provided hereunder shall be in accordance with the Firm Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, and the requirements of the Firm Gas Transportation Service provisions and the General Transportation Terms and Conditions of Company's Gas Transportation Tariff. Firm Capacity and Firm Supply quantities reserved under this rate schedule shall be designated for Receiving Party(s) at specific Delivery Point(s).

LOST AND UNACCOUNTED FOR ("L&U") REIMBURSEMENT

Shippers receiving Firm Transportation Service shall include additional gas for L&U Reimbursement to the quantity of gas delivered to Company. The L&U Reimbursement percentage shall be re-calculated annually at the time of the Company's Gas Cost Adjustment Filing and reported on Sheet 22 of this tariff.

CAPACITY INTERRUPTION OF SERVICE

Transportation service in excess of Peak Day Quantity is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service for those quantities in excess of Peak Day Quantity.

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

SUPPLY CURTAILMENT OF SERVICE

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

FIRM CAPACITY SERVICE

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

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

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

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

**FIRM CAPACITY SERVICE - Cont'd**

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.

**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

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

**SUPPLY CURTAILMENT OF SERVICE**

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

**FIRM CAPACITY SERVICE**

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

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

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

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Officer, Title

Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

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

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

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

**SUPPLY CURTAILMENT OF SERVICE**

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

**FIRM CAPACITY SERVICE**

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

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

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

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**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.

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**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,

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**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.

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

**COMMUNICATION LINE INSTALLATION AND MAINTENANCE**

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

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

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

**TERMINATION CHARGE**

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

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**NATURAL GAS RATES  
INTERRUPTIBLE GAS TRANSPORTATION SERVICE  
SCHEDULE TI**

**APPLICABILITY**

Applicable to Shippers having acquired by separate agreement, supplies of natural gas (Shipper's Gas) and where Company has available System capacity in excess of that presently required for service to existing firm gas sales Customers and Firm Transportation Shippers. Service is applicable to firm transportation of Shipper's Gas from Company's Receipt Point(s) to the Delivery Point(s) through both of the Company's systems. Service provided hereunder shall be in accordance with the Interruptible Gas Transportation Service Agreement (Service Agreement) between Company and Shipper, and the requirements of the Interruptible Gas Transportation Service provisions and the General Transportation Terms and Conditions of Company's Gas Transportation Tariff.

**LOST AND UNACCOUNTED FOR ("L&U") REIMBURSEMENT**

Shippers receiving Firm Transportation Service shall include additional gas for L&U Reimbursement to the quantity of gas delivered to Company. The L&U Reimbursement percentage shall be re-calculated annually at the time of the Company's Gas Cost Adjustment Filing and reported on Sheet 22 of this tariff.

**CAPACITY INTERRUPTION OF SERVICE**

Transportation service hereunder is subject to availability of System capacity in Company's System. Should Company, in its sole judgment, determine that adequate System capacity is unavailable, then Shipper is subject to immediate Capacity Interruption of transportation service.

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**NATURAL GAS RATES**

**INTERRUPTIBLE GAS TRANSPORTATION SERVICE**

**Schedule TI - 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.

Shipper may, at it's option, request Backup Supply Sales Service. If Company's Backup Supply Service is not available, then Shipper is subject to curtailment of transportation service. In the case of repeated use of gas during periods of Supply Curtailment, Company shall have the right to terminate service hereunder and return Receiving Party to sales service if applicable.

**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.

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**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.

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

COMMUNICATION LINE INSTALLATION AND MAINTENANCE

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

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

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

CONTRACT PERIOD

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

ON-PEAK GAS

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

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**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.

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**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.

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**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.

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NATURAL GAS RATES  
OCCUPATION TAX SURCHARGE

OCCUPATION TAX GAS SURCHARGE FORMULA

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

$$GR/TR = x$$

$$x(TOT) = TOTg$$

$$TOTg/GR = \% \text{ Surcharge}$$

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  
TOTg = 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.

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<b><u>NATURAL GAS RATES</u></b> <b><u>GAS COST ADJUSTMENT</u></b>							
A Rate Schedule	B Sheet No.	C Billing Units	D Type of Charge	E Commodity Cost	F Upstream Cost	G Deferred Gas Cost	H Gas Cost Adjustment
RG-M (B)	8	Therms	Commodity	\$0.3889	\$0.1271	(\$0.0211)	\$0.4949
RG-M (C)	8	Therms	Commodity	\$0.3632	\$0.1782	(\$0.0064)	\$0.5350
RG-M (PW)	8	Therms	Commodity	\$0.3789	\$0.1839	(\$0.0508)	\$0.5120
RG-EC	8	Therms	Commodity	\$0.3277	\$0.0572	(\$0.0751)	\$0.3098
CG-M (B)	8	Therms	Commodity	\$0.3889	\$0.1271	(\$0.0211)	\$0.4949
CG-M (C)	8	Therms	Commodity	\$0.3632	\$0.1782	(\$0.0064)	\$0.5350
CG-M (PW)	8	Therms	Commodity	\$0.3789	\$0.1839	(\$0.0508)	\$0.5120
CG-EC	8	Therms	Commodity	\$0.3277	\$0.0572	(\$0.0751)	\$0.3098
TF-M (B)	10	Dekatherms	Commodity	\$3.889	\$1.271	(\$0.211)	\$4.949
TF-M (C)	10	Dekatherms	Commodity	\$3.632	\$1.782	(\$0.064)	\$5.350
TF-M (PW)	10	Dekatherms	Commodity	\$3.789	\$1.839	(\$0.508)	\$5.120
TF-EC	10	Dekatherms	Commodity	\$3.277	\$0.572	(\$0.751)	\$3.098
TI-M (B)	11	Dekatherms	Commodity	\$3.889	\$1.271	(\$0.211)	\$4.949
TI-M (C)	11	Dekatherms	Commodity	\$3.632	\$1.782	(\$0.064)	\$5.350
TI-M (PW)	11	Dekatherms	Commodity	\$3.789	\$1.839	(\$0.508)	\$5.120
TI-EC	11	Dekatherms	Commodity	\$3.277	\$0.572	(\$0.751)	\$3.098
For each Rate Schedule, the Gas Cost Adjustment, Column H, is the sum of the Commodity Cost in Column E, the Upstream Cost in Column F and the Deferred Gas Cost in Column G.							

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**CO PUC No. 2**

Original \_\_\_\_\_  
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Sheet No. 23  
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**NATURAL GAS RATES  
GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT**

Gas Demand-Side Management Cost Adjustment (G-DSMCA)

All sales rate schedules for natural gas service are subject to a Gas Demand-Side Management Cost Adjustment ("G-DSMCA") designed to prospectively recover prudently incurred costs of Demand-Side Management Programs ("DSM Programs") in accordance with Gas Demand-Side Management Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"). The G-DSMCA Factor shall be separately calculated and applied to the billed amounts derived from the Company's base rates schedules of residential and commercial customers. The calculated G-DSMCA recovery portion of the customer's bill will be shown separately from the base rates. The Company shall recover the annual expenditures projected for that year over a one-year period with the G-DSMCA Factor.

DSM Plan Filing

The initial DSM plan filings shall cover a DSM period of two years. The subsequent DSM plan filings shall cover a DSM period of three years unless otherwise specified by the Commission. Subsequent DSM plan applications are to be filed by May 1 of the final year of the current DSM plan. Periodic DSM Plan Filings may be pursuant to the Gas DSM Rules by the Company to propose, inter alia, expenditure target for DSM programs.

Annual G-DSMCA Filing

On or after January 1, 2009, the Company will place into effect the new G-DSMCA tariff pursuant to the Commission's final order on its initial DSM plan and application.

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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.

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**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.

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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:

$$\text{G-DSMCA} = \frac{(\text{current DSM Cost} + \text{DSM Bonus} + \text{Deferred DSM Cost})}{(\text{CCount} * \text{SFC} + \text{Sales} * \text{D})}$$

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.

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NATURAL GAS RATES  
GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT

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

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

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NATURAL GAS RATES GAS DEMAND SIDE MANAGEMENT COST ADJUSTMENT			
<b><u>RESIDENTIAL</u></b>			
Rate <u>Schedule</u>	Sheet <u>No.</u>	<u>G-DSMCA Charge</u>	<u>G-DSMCA Factor</u>
RG-M	X	Percentage applied to Base Rates	1.36%
RG-EC	X	Percentage applied to Base Rates	0.38%
<b><u>COMMERCIAL</u></b>			
Rate <u>Schedule</u>	Sheet <u>No.</u>	<u>G-DSMCA Charge</u>	<u>G-DSMCA Factor</u>
CG-M	X	Percentage applied to Base Rates	1.36%
CG-EC	X	Percentage applied to Base Rates	0.38%
<p>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.</p>			

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

Low Income Program

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

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

Applicability

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

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

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

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**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

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

Program Design

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

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

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

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

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

The following sections detail program specifics.

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**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.

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**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.

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

Cost Recovery

All rate schedules for natural gas service are subject to a CAP charge designed to recover the direct costs of the Low-Income Program. In accordance with 4 CCR 723-4-4412(e)(III) the Company is allowed to recover certain costs associated with the program. A monthly charge applied to all residential and commercial rate classes pursuant to 4 CCR 723-4-4412(c)(II)B will be phased in over three years beginning on June 1.

The phase-in rate structure is as follows:

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 the event of an over collection of funds, the Company will provide an adjustment refund to all customers posted in the month of June. The refund will be calculated by dividing the total over collected funds by the total number of residential and commercial customers as of April 30 of that year.

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**RULES AND REGULATIONS  
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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL STATEMENT**

The following Rules and Regulations, filed with The Public Utilities Commission of the State of Colorado as part of the natural gas tariff of the Company, set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of said Commission.

Service furnished by the Company is also subject to the Rules and Regulations of the Public Utilities Commission of the State of Colorado. Copies of the Company's rules are available for any customer's inspection at the offices of the Company.

Any waiver at any time of the Company's rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

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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.

British Thermal Unit (Btu) - 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.

Construction Costs of Distribution Facilities - 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.

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

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

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

Contract Year - "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.

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**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.

**Curtable Obligation** – “Curtable Obligation” shall mean those interruptible gas quantities which Company has agreed to deliver to any Interruptible Customer in any Contract Year.

**Curtable Requirement** – “Curtable Requirement” shall mean those estimated interruptible gas quantity requirements of an Interruptible Customer.

**Curtailment** – 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.

**Customer** – “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.

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**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.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

**TEMPORARY OR INTERMITTENT SERVICE**

If service to customer is to be temporary or intermittent, service connection and any main construction involved will be at option of Company as set forth in Company's Service Lateral Connection and Distribution Main Extension Policy.

**POSSESSION OF GAS**

Company shall be in control and possession of the natural gas deliverable to Customer and responsible for any damage or injury caused thereby, until the same shall have been delivered to Customer at the delivery point or points, after which delivery Customer shall be deemed to be in exclusive control and possession thereof and responsible for any such injury or damage.

**CUSTOMER'S INSTALLATION**

Concurrently with or prior to requesting gas service the customer shall submit to Company on forms supplied by Company, written data detailing the service requested, to enable Company to determine if the type of service, quantity, capacity, and pressure desired by customer is available; to determine if extensions of, or additions to, Company's facilities will be required; and to secure definite location of the point of delivery, i.e., point where Company's natural gas facilities will connect to those of customer. Before any additions to or alterations of existing installations are made by customer which will materially affect the amount of service required, or which may require a change in the type of service or the

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**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.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

**INDEMNITY TO COMPANY**

Customer shall hold the Company harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on customer's side of the point of delivery unless caused by the negligence or wrongful acts of Company's agents or employees. "Customer" and "Company" as used herein shall include without limitation the agents, employees, licensees or contractors of each of said parties, or persons acting with permission or authorization from the respective parties.

**PRIORITY OF SERVICE**

In case of a shortage of supply, Company shall have the right to curtail the availability of service under any rate schedule, subject to the approval of the Commission. Specific rules and regulations setting forth limitations on existing and new customers in the event of natural gas supply shortages are set forth elsewhere in the tariff. In general, it shall be the policy of the Company to allocate its natural gas supplies in a manner consistent with a priority system granting preference to customers receiving service under Schedule RG, then Schedule CG and Schedule TF, then Schedule TI.

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**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.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
GENERAL**

**DIVERSION OF NATURAL GAS – CONT'D**

If service has been discontinued for diversion of natural gas and the Customer has in the past refused or restricted access to the Company's meter reading equipment, the Company will not render service to the Customer or to any other person for the Customer's use, at the same location until the Customer has arranged with the Company for the installation of, or has installed at the Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of natural gas.

The foregoing rules pertaining to diversion of natural gas in no way affect or modify any action or prosecution under the laws of the State of Colorado.

Customers who wish to dispute any action of the Company may file an informal complaint with the Colorado Public Utilities Commission, External Affairs Division, in writing at 1560 Broadway, Suite 250, Denver, Colorado, 80202, or by telephone at (303) 894-2070 or (800) 456-0858.

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**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.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

**GAS BILLING – CONT'D**

- (b) Rate Classes TF, TI. The billing unit shall be energy (Therm or Dth). The energy usage shall be calculated by multiplying the determined volume of the gas by the heating value of the gas, and suitable pressure, temperature and other correction factors shall be applied.

**Volume Adjustments**

If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by more than two percent (1%), correction of the amount inaccurately determined shall be made pursuant to the provisions for Measurement Errors, herein.

- a. If any meter so tested is found to be more than 1% fast, the Company will adjust the natural gas used, for a period equal to one-half the time since the previous test, and will re-bill the adjusted amounts, provided said adjustment period shall not exceed 2 years, and Company will refund to customer the difference between the bills as rendered for such period and the adjusted bills.
- b. If any meter so tested is found to be more than 1% slow, Company may collect from customer the difference between bills as rendered and corrected bills for a period equal to one-half the time since the previous test, but not to exceed six months.
- c. If any meter is found not to register, to register intermittently, or to partially register for any period, the Company may collect for the gas service used but not registered on the meter for a period limited to six months for Residential/Small Commercial/Agricultural gas service or twenty-four months for all other rate classes. There shall be no limitation for collection in the event of energy diversion or subterfuge.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

**GAS BILLING – CONT'D**

**Billing Errors**

The Company will exercise all reasonable means to assure accurate computation of all bills for gas service. Customer agrees to accept the Company's accounting for gas measurement and billing. In the event errors in billing occur, Company shall refund to customer the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from customer the amount of any undercharge. For Residential/Small Commercial/Agricultural Service, the time period for billing and collection for billing errors shall be limited to six months. For all other rate classes, the period of time for billing and collection of billing errors shall be limited to twenty-four months. The provisions of this tariff sheet shall not apply to meters that have been bypassed or in any way involved in energy diversion or in cases of subterfuge.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

**GAS PROPERTY DETERMINATION**

Gas Properties which may be required for volume measurement or energy determination will be determined by appropriate industry standards or practices, or for gas received onto the system by any other methods as agreed upon. Appropriate industry standards include but are not limited to those referenced herein, and the Company may adopt any subsequent amendments to the standards in the exercise of its reasonable judgment.

**Heating Value (Hv) and Specific Gravity**

The Hv and specific gravity may be determined by the use of on on-line instrument, a continuous gas sampling device, a spot sample device, or for gas received onto the Company's system by any other method as agreed upon. On-line instruments include a calorimeter, gravitometer, chromatograph, and any similar device. Hv and specific gravity determination by calculation from gas composition will comply with GPA Standard 2172-86, with physical constants per GPA Standard 2145-93. Determination of compressibility factors for use in Hv and specific gravity calculations may be done in accordance with GPA Standard 2172-86, or by any other means consistent with appropriate industry standards or practices.

For the purpose of calculating the Hv from the gas composition for gas receipts, the gas will be assumed dry if the actual water vapor content is less than 7 lb. water per Mmcf. The Company may account for the actual water vapor content in the gas if the content is in excess of 7 lb. water per Mmcf.

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**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.

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**RULES AND REGULATIONS  
NATURAL GAS SERVICE  
STANDARDS**

GAS PROPERTY DETERMINATION – CONT'D

Determination of Atmospheric Pressure

When the atmospheric pressure is required for volume or energy determination, it shall be determined by appropriate industry standards or practices or for gas received, by methods as agreed upon.

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**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 Company shall be 945 Btu/scf.

Thermal Conversion

For purposes of converting to thermal billing equivalents, the Company shall utilize the heat content at the following sample points as determined on a periodic basis, but at least quarterly:

Shaffers Crossing Town Border Station for the Bailey Division. Trout Creek Town Border Station for the Cripple Creek Division.

Customers of the Company shall be assigned one of the above sample points for conversion of their monthly measured volumes to billing thermal equivalents.

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**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.

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

**GAS METER AND PIPING INSTALLATIONS**

Company will furnish the appropriate meter and regulators to supply Applicant's requirements and install same along with associated meter piping. Applicant will provide all facilities necessary for proper meter and regulator installation in conformance with Company requirements for such installation. Separate charges will be made for meter piping to additional meter locations in the same building except in the case of a meter header.

Title to service lateral, meter piping, meters and regulators shall at all times vest in Company.

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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.

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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.

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Littleton, CO 80127

**CO PUC No. 2**

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 deposit 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%.

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GENERAL TERMS AND CONDITIONS  
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DISCONTINUANCE OF SERVICE BY COMPANY – RESIDENTIAL

The discontinuance of service shall be handled in accordance with Commission Rule  
4 CCR 723-4 4407.

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GENERAL TERMS AND CONDITIONS  
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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.

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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.

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GENERAL TERMS AND CONDITIONS  
NATURAL GAS SALES AND SERVICE  
COMMERCIAL

These General Terms and Conditions apply to commercial service in all territory served by the Company.

DEFINITION

Commercial service is the furnishing of natural gas for the exclusive use of the individual customer for cooking, water heating, space heating, heat applications and miscellaneous purposes to commercial establishments.

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such 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 one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agriculture, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

CLASSIFICATION OF SERVICE

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

- (a) Commercial Service is the use of natural gas for all general commercial purposes.
- (1) Small Commercial customers are defined as those customers taking Commercial Service that use meters with a capacity of less than 500 cubic feet of gas per hour.
- (2) Large Commercial customers are defined as those customers taking Commercial Service that use meters with a capacity of 500 cubic feet of gas per hour or more.

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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.

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NATURAL GAS SALES AND SERVICE  
COMMERCIAL

DISCONTINUANCE OF SERVICE BY COMPANY – COMMERCIAL – CONT'D

Reasonable effort shall consist of: at least two attempts on separate days and at least 24 hours prior to the proposed discontinuance to make telephone contact at such telephone numbers as the customer may provide for such purpose to remind customer of the pending discontinuance and the terms to avoid same; or, at least two attempts by a field collector on separate days, and at least 24 hours prior to the proposed discontinuance, to make personal contact at the location of service to remind customer of the pending discontinuance and the terms to avoid same, or, having tried and failed to make contact in person, leaving written notice of the attempted contact and its purpose; or, at least one of each of the above-described attempts.

Discontinuance of service in accordance with (1) above shall also not occur if: customer makes full payment of outstanding bill, such payment to be made by cash or bona fide check to a Company representative or field employee unless customer has twice previously tendered payment with check which was returned to the Company by the banking institution unpaid, and the second such check was returned within the most recent twelve month period, in which cases payment by cash or certified check is required to avoid termination; or, customer prior to termination pays at least one-fourth of the amount shown on the notice of termination and 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. Installment payments will be due monthly in addition to the amount of the new monthly billing by the due date of each new bill. Failure to make agreed installment payments may result in service being terminated upon fifteen days' written notice and failure to make payment of current amounts due may result in service being terminated 30 days after the due date of the current bill upon written notice of broken arrangements. A customer whose monthly installment payment is not in default and whose new bill is not past due may renegotiate an installment payment plan arrangement, provided that the original arrangement amount will be paid in no more than three months from the date the original installment payment plan arrangement was entered into.

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GENERAL TERMS AND CONDITIONS  
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COMMERCIAL

DISCONTINUANCE OF SERVICE BY COMPANY – COMMERCIAL – CONT'D

If discontinuance of service involves individual permanent residents of multi-unit dwellings where service for the entire multi-unit dwelling is supplied through one meter and Company is aware of such condition, discontinuance of service shall occur only after Company has given 30 days notice of intent to terminate to the party responsible for payment of utility bills for the dwelling and to individual occupants of each unit within the dwelling. Notice to such individual occupants shall be delivered to each dwelling unit or mailed to the addressee or occupant of each unit. In addition, a copy of said notice shall be posted, to the extent possible, in at least one of the common areas of the multi-unit dwelling. A copy of the notice also shall be mailed or delivered to the Public Utilities Commission together with an affidavit setting forth how the utility has delivered, mailed or posted notices or attempted to do so to the individual dwelling unit occupant. Occupants of a multi-unit dwelling may avoid termination by agreeing to pay each new bill within 30 days of issuance. Occupants so agreeing shall not be entitled to installment payments or any other payment plan and may be discontinued without further notice or attempt at personal contact for failure to pay each new bill within 30 days of issuance.

Discontinuance of service shall not occur between 12:00 noon on Friday and 8:00 A.M. the following Monday or between 12 noon on the day prior to and 8:00 A.M. on the day following any federal holiday or Company observed holiday.

Company may discontinue service without notice:

(1) If the condition or installation of any part of the customers' gas piping apparatus, or appliances is found to be dangerous to life, health, or safety of any person. The Company does not assume responsibility and will not be held responsible for ascertaining such condition.

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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 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 premissis at the time of restoral.

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**DEFINITION OF TERMS**

Agency Agreement Agreement, through which a Receiving Party authorizes a third party to manage gas transportation service provided by Company to the Receiving Party's end-use facilities. The form is applicable where the Receiving Party has executed a Service Agreement and designates another person as its agent for particular functions, as indicated therein.

Allocation(s) Actual quantity of Shipper's gas supplies, as determined by Interconnecting Party(s), to be delivered to the Company for a specified Service and/or Interconnecting Party's agreement for a specific time period.

Btu. "Btu" shall mean 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.

Capacity Interruption. The discontinuance of transportation service due to Company's inability to provide such service due to capacity constraints on the Company's System. The phrase "Capacity Interruption" shall have the same meaning as "Interruption."

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**DEFINITION OF TERMS- CONT'D**

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

**Date of First Delivery.** 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.

**Day.** A period of 24 consecutive hours, beginning at 10:00 a.m. Mountain Time, or such other consecutive 24-hour period designated by Company.

**Dekatherm (Dth).** The energy equivalent to 10 therms, or 1,000,000 Btu (MMBtu). One (1) therm is the equivalent to 1,000,000 Btu.

**Delivery Point(s).** The Point(s) where Company delivers gas to the Receiving Party as specified in an Exhibit to the Service Agreement.

**Firm Capacity.** The maximum Peak Day Quantity contracted by a Shipper to reserve space in Company's System, expressed in Dekatherms.

**Firm Supply.** The maximum Peak Day Quantity contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of Shipper's Gas are not available for receipt by Company, expressed in Dekatherms.

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**DEFINITION OF TERMS- CONT'D**

Shipper. Any party who has executed a Service Agreement with Company. Shipper may or may not be the Receiving Party.

Supply Curtailment. 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 Companies gas supply, respectively. The phrase "Supply Curtailment" shall have the same meaning as "Curtailment."

System. The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Company and utilized in providing transportation service.

Year. A period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning at 10:00 a.m. Mountain Time on any given day.

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**CONDITIONS OF GAS TRANSPORTATION SERVICE**

**Pressure at Delivery Point(s).**

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

**Pressure at Receipt Point(s).**

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

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

**Requests for Transportation Service.**

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

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**CONDITIONS OF GAS TRANSPORTATION SERVICE – CONT'D**

Gas Transportation Service Agreement (Service Agreement).

Upon Company approval of Request for Gas Transportation, Company shall tender Shipper a Service Agreement in accordance with this gas transportation tariff. Any changes to Service Agreement shall be accomplished through an amendment executed by both Shipper and Company.

Initiation of Service.

Within thirty (30) days of Shipper's receipt of an executable Service Agreement from Company, Shipper shall execute and deliver to Company such Service Agreement. A Shipper entitled to receive transportation service under an interruptible transportation rate schedule must tender gas for transportation within thirty (30) days after receipt of any necessary regulatory approvals, installation of facilities by Company, or the execution date of the Service Agreement, whichever is later. If Company has not received an executed Service Agreement within the required time Company shall have the right to terminate the Service Agreement.

New or Additional Facilities.

Shipper agrees to pay Company for any new or additional facilities which may be required to accomplish transportation service hereunder. If such new or additional facilities are required at any time during the term of this Service Agreement, Company shall inform Shipper of the need for such facilities, the installation cost and any related monthly specific facility charges or other miscellaneous charges associated with said facilities. Such charges will be specified on an Exhibit to the Service Agreement. Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such additional facilities. Should Shipper decide not to approve the installation of said new or additional facilities, Company shall have the right to terminate the Service Agreement. If Shipper approves installation of such facilities, Shipper shall make full payment for such additional facilities, unless otherwise provided in the Service Agreement, including the income tax consequences associated with such payment. All Facilities installed by Company shall continue to be owned, operated and maintained by Company.

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**OPERATIONAL IMBALANCES**

At no time shall Company be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper or Shipper's designee will accept at the Delivery Point(s) on a concurrent basis.

Shipper shall cause gas to be delivered to Company by the Interconnecting Party(s) at a constant rate throughout the day equal to an hourly flow rate of 1/24th of daily Nomination. If gas is delivered to Company by the Interconnecting Party(s) at an inconsistent rate and Company's operations are negatively affected, Company shall have authority to restrict Shipper's quantities or adjust Receiving Party's Nomination to an amount equal to the delivered rate by the Interconnecting Party(s).

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**GAS TRANSPORTATION TERMS AND CONDITIONS**

**BILLING AND PAYMENT - Cont'd**

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

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

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

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

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

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

\_\_\_\_\_  
Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

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

\_\_\_\_\_  
Effective Date

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original                      Sheet No. T23  
Cancels                      Sheet No.                     

**GAS TRANSPORTATION TERMS AND CONDITIONS**

QUALITY - Cont'd

Gas Receipts. Cont'd

- (vii) Oxygen Content: two percent (2%) by volume if inert blended, one one-thousandth of a percent (0.001%) by volume if not inert blended.
- (viii) Total Non-Combustible Gases: fourteen and three tenths percent (14.3%) by volume if inert blended, five percent (5%) by volume if not inert blended.

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

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

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

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

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

Effective Date



**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original            Sheet No. T24  
Cancels            Sheet No.           

**GAS TRANSPORTATION TERMS AND CONDITIONS**

QUALITY - Cont'd

Hazardous Substances: All gas tendered to Company and component parts thereof shall not be hazardous to people, property, or the environment, cause damage to pipeline facilities, or be a limit to marketability. Hazardous substances include toxic substances, carcinogenic substances, reproductive toxins or other compounds and materials identified under hazardous materials laws.

Gas Interchangeability: For safe and efficient pipeline operations, gas received by Company must be interchangeable from a utilization basis with supplies in its System. Gas received by Company shall comply with the requirements set forth under the applicable Utilization Curve contained under an Exhibit to the Transportation Service Agreement, which is a general representation of the natural gas quality which is acceptable. Because the gas is interchangeable, Company reserves the right in all instances to evaluate gas composition to determine System compatibility and to refuse any gas which is unacceptable.

FORCE MAJEURE

Force Majeure shall mean circumstances not within the control of the parties and which by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include but not be limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include: The inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

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

Effective Date

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original Sheet No. T26  
                     Sheet No.           

**GAS TRANSPORTATION TERMS AND CONDITIONS**

**WARRANTY**

Shipper warrants that the title to all gas delivered to Company will be free from all liens and adverse claims, and Shipper shall defend and indemnify Company against all damages, cost, and expenses, including attorney fees, arising from any claim against said gas or to royalties, taxes, license fees or charges thereon.

**WAIVERS**

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

**SYSTEM OPERATION**

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

**EXTENSION POLICY**

For transportation service, Company will install necessary extension facilities in accordance with the Company's Service Lateral Connection and Distribution Main Extension Policy as contained in Company's Natural Gas Service Rules and Regulations.

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

7810 Shaffer Parkway, #120, Littleton, CO 80127

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

Effective Date





**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original            Sheet No. T29  
Cancels            Sheet No.           

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 63

\_\_\_\_\_  
Officer, Title

Issue Date

Decision Number                                 

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original Sheet No. T30  
                     Sheet No.           

**FIRM GAS TRANSPORTATION SERVICE AGREEMENT**

2) Rates and Payment: Transportation service, Firm Capacity service and Firm Supply Reservation Service provided by Company under this Service Agreement shall be paid for by Shipper at the charges under the standard rate set forth in the Company's gas transportation tariff unless otherwise specified in Exhibit \_\_\_\_\_. Applicable facility charges shall be paid at the rate set forth in Exhibit \_\_\_\_\_>

3) Backup Supply Sales and Service: In the event that adequate supplies of Shipper's Gas are not available for receipt by the Company, Company shall sell to Shipper sufficient quantities of natural gas as area necessary to meet Shipper's backup natural gas supply needs, up to the Peak Day Quantity at the individual Delivery Point(s) to Shipper as specified in Exhibit \_\_\_\_\_. If Shipper does not purchase Firm Supply Reservation Service, Company will provide Backup Supply Service on an interruptible basis, as available.

All natural gas sold by Company to Shipper shall be at the Backup Supply Sales Charge specified in the Company's gas transportation tariff.

4) Term - Effective Date: Service shall begin on the Commencement 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.

5) Notices: Except as otherwise provided, any notice or information that either party may desire to give to the other party regarding this Agreement shall be in writing to the following address, or such other address as either of the parties shall designate in writing:

Company:

Payments only: Colorado Natural Gas Inc.

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

All Others: Colorado Natural Gas Inc.

PO Box 270868  
Littleton, CO 80127

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date





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

**CO PUC No. 2**

Original      Sheet No. T32  
Cancels      Sheet No.       

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Firm Gas  
Transportation Service Agreement 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 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. T33  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

Document No. \_\_\_\_\_

EXHIBIT \_\_\_\_\_  
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT  
BETWEEN

\_\_\_\_\_ (Shipper)

AND  
COLORADO NATURAL GAS INC. (Company)

1) PRIMARY RECEIPT POINT(S)

\_\_\_\_\_

Peak Day Quantity, Dth/Day \_\_\_\_\_

2) DELIVERY POINT(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 Peak Day Quantity:

Capacity: \_\_\_\_\_ Dth/Day

Supply: \_\_\_\_\_ Dth/Day

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

\_\_\_\_\_  
Issue Date

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

\_\_\_\_\_  
Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. T34  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

AGENCY AGREEMENT  
GAS TRANSPORTATION SERVICES  
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of \_\_\_\_\_ (Receiving Shipper), having a mailing address of \_\_\_\_\_, hereby designates \_\_\_\_\_ (Shipper's Agent), having a mailing address of \_\_\_\_\_, as its agent, with full authority to act on its behalf in performing certain of Receiving Shipper's responsibilities, as specified below, under the Gas Transportation Service Agreement dated \_\_\_\_\_, by and between Colorado Natural Gas, Inc. (Company) and Receiving Shipper, Contract No. \_\_\_\_\_ (GTSA), providing for the transportation of gas supplies by Company from Company's Receipt Points to Receiving Shipper at the Delivery Point(s) specified in the GTSA. Receiving Shipper represents and warrants to Shipper's Agent and Company that, during the term of this Agency Agreement, Receiving Shipper is and shall remain the only end-use customer eligible to receive physical deliveries of gas from Company under the GTSA.

1. As of the effective date set forth below, Shipper's Agent shall be authorized, in the following manner, to act on Receiving Shipper's behalf in managing gas transportation services provided by Company under the GTSA:

☐ Access to Load Data. Receiving Shipper acknowledges and agrees that, in order for Shipper's Agent to carry out its responsibilities hereunder, Shipper's Agent shall have access to daily transportation quantities for all Receipt Point(s) and Delivery Point(s) specified in the GTSA. In addition, Shipper's Agent shall be authorized to obtain from Company information pertaining to Receiving Shipper's historical natural gas utilization at the Delivery Point(s) specified in the GTSA.

Authorized by  
Receiving Shipper:

Accepted by  
Shipper's Agent:

☐ Nomination and Scheduling. Shipper's Agent shall be authorized to nominate to Company, on Receiving Shipper's behalf for each of the Delivery Point(s) specified in the GTSA, and otherwise schedule gas to meet Receiving Shipper's daily volume requirements and to resolve any and all gas transportation imbalances under the GTSA in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Shipper's Agent authorizes the following personnel from its organization to make binding nominations for this purpose.

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original Sheet No. T36  
                     Sheet No.           

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  
Receiving Shipper:

Accepted by  
Shipper's Agent:

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original Sheet No. T37  
                     Sheet No.           

GAS TRANSPORTATION TERMS AND CONDITIONS

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

3. All obligations of Shipper's Agent and Receiving Shipper to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.

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 Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original            Sheet No. T38  
Cancels            Sheet No.           

GAS TRANSPORTATION TERMS AND CONDITIONS

STANDARD FORM OF  
INTERRUPTIBLE 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". Company and Shipper are collectively referred to as "Parties".

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 an interruptible basis as long as system capacity is  
available for transportation of such gas; 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) 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).

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

Decision Number           

Effective Date

COLORADO NATURAL GAS, INC.

CO PUC No. 2

P.O. Box 270868  
Littleton, CO 80127

Original Sheet No. T39  
Cancels Sheet No. \_\_\_\_\_

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

2) Rates and Payment: Transportation service provided by Company under this Service Agreement shall be paid for by Shipper at the charges under the standard rate set forth in the Company's gas transportation tariff unless otherwise specified in Exhibit \_\_\_\_\_. Applicable facility charges shall be paid at the rate set forth in Exhibit \_\_\_\_\_>

3) Backup Supply Sales and Service: Shipper shall have the option to purchase Backup Supply Sales Service if available for sale by Company in the event that adequate supplies of Shipper's Gas are not available for receipt by the Company. All natural gas sold by Company to Shipper shall be at the Backup Supply Sales Charge specified in the Company's gas transportation tariff.

4) Term - Effective Date: Service shall begin on the Commencement 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.

5) Notices: Except as otherwise provided, any notice or information that either party may desire to give to the other party regarding this Agreement shall be in writing to the following address, or such other address as either of the parties shall designate in writing:

Company:

Payments only: Colorado Natural Gas Inc.

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

All Others: Colorado Natural Gas Inc.  
PO Box 270868  
Littleton, CO 80127

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date



COLORADO NATURAL GAS, INC.

CO PUC No. 2

P.O. Box 270868  
Littleton, CO 80127

Original Sheet No. T40  
Cancels Sheet No. \_\_\_\_\_

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

SHIPPER:

<u>Invoices Only:</u>	_____	<u>All Others:</u>	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	Phone #:		Phone #:
	Fax #:		Fax #:

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

6) Assignment - Consent: This written Service Agreement shall not be assigned by either party hereto, without prior written consent of the other party and shall apply only to the service provided hereunder. Consent for assignment of Service Agreement shall not be unreasonably withheld by or from either party.

7) Cancellation of Prior Agreement: This Service Agreement supersedes, cancels and terminates, as of the date of this Service Agreement, the following agreements and any amendments:

Document No. \_\_\_\_\_

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

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

9) Exhibits and Addendums: All Exhibits attached hereto are incorporated into the terms of this agreement.

Advice Letter Number 63  
Decision Number XXXXXXXX

\_\_\_\_\_  
Officer, Title

Issue Date  
Effective Date

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

**CO PUC No. 2**

Original      Sheet No. T41  
Cancels      Sheet No. \_\_\_\_\_

INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Interruptible Gas Transportation Service Agreement 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 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date



**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. T43  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

AGENCY AGREEMENT  
GAS TRANSPORTATION SERVICES  
(FOR USE WHEN RECEIVING PARTY HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of \_\_\_\_\_ (Receiving Shipper), having a mailing address of \_\_\_\_\_, hereby designates \_\_\_\_\_ (Shipper's Agent), having a mailing address of \_\_\_\_\_, as its agent, with full authority to act on its behalf in performing certain of Receiving Shipper's responsibilities, as specified below, under the Gas Transportation Service Agreement dated \_\_\_\_\_, by and between Colorado Natural Gas, Inc. (Company) and Receiving Shipper, Contract No. \_\_\_\_\_ (GTSA), providing for the transportation of gas supplies by Company from Company's Receipt Points to Receiving Shipper at the Delivery Point(s) specified in the GTSA. Receiving Shipper represents and warrants to Shipper's Agent and Company that, during the term of this Agency Agreement, Receiving Shipper is and shall remain the only end-use customer eligible to receive physical deliveries of gas from Company under the GTSA.

2. As of the effective date set forth below, Shipper's Agent shall be authorized, in the following manner, to act on Receiving Shipper's behalf in managing gas transportation services provided by Company under the GTSA:

☐ Access to Load Data. Receiving Shipper acknowledges and agrees that, in order for Shipper's Agent to carry out its responsibilities hereunder, Shipper's Agent shall have access to daily transportation quantities for all Receipt Point(s) and Delivery Point(s) specified in the GTSA. In addition, Shipper's Agent shall be authorized to obtain from Company information pertaining to Receiving Shipper's historical natural gas utilization at the Delivery Point(s) specified in the GTSA.

Authorized by  
Receiving Shipper:

Accepted by  
Shipper's Agent:

☐ Nomination and Scheduling. Shipper's Agent shall be authorized to nominate to Company, on Receiving Shipper's behalf for each of the Delivery Point(s) specified in the GTSA, and otherwise schedule gas to meet Receiving Shipper's daily volume requirements and to resolve any and all gas transportation imbalances under the GTSA in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Shipper's Agent authorizes the following personnel from its organization to make binding nominations for this purpose.

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Original \_\_\_\_\_ Sheet No. T45  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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  
Receiving Shipper:

Accepted by  
Shipper's Agent:

Advice Letter Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date

**COLORADO NATURAL GAS, INC.**

P.O. Box 270868  
Littleton, CO 80127

**CO PUC No. 2**

Cancels Original Sheet No. T46  
                     Sheet No.           

GAS TRANSPORTATION TERMS AND CONDITIONS

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

3. All obligations of Shipper's Agent and Receiving Shipper to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.

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 Number 63

\_\_\_\_\_  
Officer, Title

Issue Date

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

Effective Date